

V. Items for Discussion

a. J.M. Hill Security Cameras RFQ Results

Cisco Meraki Cameras

A. Why are you requesting the service/needs?

Why: We are requesting SIXTY-EIGHT (68) Cisco Meraki cameras to replace 36 older Honeywell cameras and add 32 additional cameras for increased security at J.M. Hill Elementary School.

Need: To provide increased security and be able to monitor events at the school.

Suggested replacement: Cisco Meraki as indicated on the attached quote.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. Yes.

- IntegraOne / Cisco Meraki - \$86,120 (COSTARS-3 IT Contract # HW 003-085 & SW #006-040
- Staples / Cisco Meraki - \$102,954.40 – no contract listed
- ePlus / Cisco Meraki - \$105,032.00 – PEPPM Contract
- En-Net Services / Cisco Meraki - \$114,841.64 - COSTARS-003-486

C. Procurement Method:

- An RFQ was issued on August 1, 2019 for Cisco Meraki Cameras at the J.M. Hill Elementary School and sent to approximately twenty vendors as well as published on the PA School Bids website. The due date was August 21, 2019.

D. Funds account to be charged for Procurement (Was this purchase budgeted?)

- Yes
- Fund 10
- Account #10-2844-650-000-00-000-006-000-0600
 - Technology Services Initiatives Account

E. Selection of winning proposal

- IntegraOne – lowest priced vendor.

F. Other

N/A



PROPOSAL

In Response to:
East Stroudsburg Area School District Meraki
Security Cameras & Related Equipment
J.M. Hill Elementary School RFQ

Due: August 21st, 2019 11:00am
Submitted by: IntegraONE

Allentown, PA Headquarters
7248 Tilghman Street, Suite 120
Allentown PA 18106

Central, PA Office
4 Lemoyne Drive, Suite 104
Lemoyne PA 17043

Cranberry Twsp, PA Office:
100 Northpointe Circle, Suite 201
Seven Fields PA 16046

Philadelphia, PA Metro Office:
1300 Virginia Drive, Suite 305
Ft. Washington PA 19034

Luzerne County, PA Office:
451 Third Avenue
Kingston PA 18704

800-582-6399
www.integra1.net

integraONE
www.integra1.net

APPENDIX A

For more information please call 800-582-6399 or visit www.integraone.com

© Copyright IntegraONE 2019. No reprint without permission.

NON-COLLUSION AFFIDAVIT

The undersigned proposer having fully reviewed the Meraki Security Cameras and Related Equipment RFQ and determined the accuracy of the statements made herein certifies that:

1. I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers, as the case may be.
2. This proposal was developed independently and submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition.
3. The contents of this proposal have not been communicated by me or by any employees or agents of my firm to any person not an employee or agent of this firm and I/we will not communicate any information concerning this proposal to any such person prior to the official opening of the RFP.
4. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this project or to submit a price higher than this price, or to submit an intentionally high or noncompetitive price.
5. My firm, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
6. I acknowledge that the above representations are material and important, and will be relied upon by the East Stroudsburg Area School District when recommending an award for the services for which this proposal is submitted.

IntegraONE

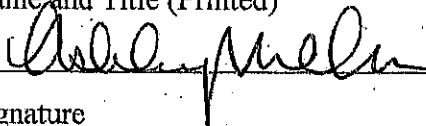
Firm Name

August 19th, 2019

Date

Ashley Miller Account Manager

Name and Title (Printed)



Signature

For more information please call 800-582-6399 or visit www.integraone.com

© Copyright IntegraONE 2019. No reprint without permission.

APPENDIX B

For more information please call 800-582-6399 or visit www.integraone.com

© Copyright IntegraONE 2019. No reprint without permission.

Cisco Meraki Cameras & Mounts *All Pricing per the Costars contract # 003-085*

DATA PROVIDED BY DISTRICT				DATA PROVIDED BY VENDOR	
Equipment Description	Manufacturer	Part #	Estimated Quantity	Unit Cost	Extended Cost
Cisco Meraki Wide Angle MV12 Mini Dome HD Network Surveillance Cameras Dome, color (Day & Night), 4MP, 2688x1520, 1080p, fixed focal, WiFi, Gbe, Hi-264, PoE	Cisco Meraki	MV12W-HW	Forty-four (48)	\$472	\$22,656
Cisco Meraki MV72 Network Surveillance Cameras, Dome outdoor, vandal/weatherproof color (Day & Night), 1920x1080, 1080p, 256GB Solid State Storage	Cisco Meraki	MV72-HW	Twenty (20)	\$668	\$13,360
Cisco Meraki Camera Dome Wall-mounting Arm for Cisco Meraki MV72	Cisco Meraki	MA-MNT-MV-10	Twenty (20)	\$98	\$1,960
Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	Cisco Meraki	LIC-MV-10YR	Sixty-four (68)	\$708	\$48,144
TOTALS				\$1,946	\$86,120

For more information please call 800-582-6399 or visit www.integraone.com

© Copyright IntegraONE 2019. No reprint without permission.

Allentown
7248 Tilghman Street
Suite 120
Allentown, PA 18106
1-800-582-6399
www.integra1.net



Meraki Cameras - JM Hill ES

Quote # 020664 Version 2

August 20, 2019

Prepared for:
East Stroudsburg Area School District

Prepared by:
Ashley Miller, Account Manager
Joe Strubeck, Inside Support Representative

Cisco

Description		Price	Qty	Ext. Price
MV12W-HW	Wide Angle MV12 Mini Dome HD Camera With 256GB Storage	\$472.00	48	\$22,656.00
MV72-HW	Varifocal MV72 Outdoor HD Dome Camera With 256GB Storage	\$668.00	20	\$13,360.00
MA-MNT-MV-10	Wall Mount Arm for MV72	\$98.00	20	\$1,960.00
LIC-MV-10YR	Meraki MV Enterprise License and Support, 10YR	\$708.00	68	\$48,144.00
Subtotal:				\$86,120.00

per COSTARS contract # HW 003-085 & SW #006-040

Estimate ID: CC94494912FF, 4008420101

Meraki Cameras - JM Hill ES

Prepared by:

Allentown
Ashley Miller
amiller@integra1.net
484-223-3480 x1115

Joe Strubeck
jstrubeck@integra1.net
570-714-5005 x5203

Prepared for:

East Stroudsburg Area School District
Accounts Payable
East Stroudsburg, PA 18301
Brian Borosh
(570) 424-8060
brian-borosh@esasd.net

Quote Information:

Quote #: 020664
Version: 2
Delivery Date: 08/20/2019
Expiration Date: 09/19/2019

Quote Summary

Description	Amount
Cisco	\$86,120.00
Total:	\$86,120.00

Payment Options

Description	Payments	Interval	Amount
Lease Options			
3 Year Estimate	36	Monthly	\$2,393.22
4 Year Estimate	48	Monthly	\$1,794.96

Summary of Selected Payment Options

Description	Amount
Lease Options: 3 Year Estimate	
Selected Payment	\$2,393.22
Total of Payments	\$86,155.92

Pricing subject to change without advanced notice from the manufacturer. Leasing rates are subject to final configuration, pricing, and credit approval. Restock fees will apply for any items returned. Returns must be made within 21 days of receipt of items unopened. Shipping fees not included. The information provided to you in this communication is regarded by integraONE to be Confidential and Proprietary Information. This includes the description of the materials/products for sale, the prices quoted, and any description of consulting services to be performed by integraONE. This information shall not be disclosed or made available to any party unrelated to this agreement without our express written consent. You must also exercise reasonable care to protect this information from the unauthorized disclosure by others.

Ship to Address:

Additional Information:

Allentown

East Stroudsburg Area School District

Signature: *Ashley Miller*

Signature: _____

Name: Ashley Miller

Name: Brian Borosh

Title: Account Manager

Date: _____

Date: 08/20/2019

J.M. Hill Cisco Meraki Camera Pricing

Item	Manufacturer	Part#	Equipment Description	Quantity	MSRP	En-Net Serv.	ePlus	Staples	IntegraOne
Inside Camera	Cisco Meraki	MV12W-HW	Cisco Meraki Wide Angle MV12 Mini Dome HD Network Surveillance Cameras, Dome, color (Day & Night), 4MP, 2688 x1520, 1080p, fixed focal, WIFI, Gbe, H.264, PoE	48	\$47,952.00	\$30,192.00	\$27,600.00	\$26,568.00	\$22,656.00
Outside Camera	Cisco Meraki	MV72-HW	Cisco Meraki MV72 Network Surveillance Cameras, Dome, outdoor, vandal/weatherproof, color (Day & Night), 1920 x 1080, 1080p, 256GB Solid State Storage	20	\$29,980.00	\$17,826.00	\$16,300.00	\$15,686.20	\$13,360.00
Wall Mount	Cisco Meraki	MA-MNT-MV-1	Cisco Meraki Camera Dome Wall Mounting Arm for Cisco Meraki MV71	20	\$3,180.00	\$2,612.60	\$2,380.00	\$2,373.20	\$1,960.00
Software License	Cisco Meraki	LIC-MV-10YR	Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	68	\$48,960.00	\$64,211.04	\$58,752.00	\$58,327.00	\$48,144.00
TOTAL					\$130,072.00	\$114,841.64	\$105,032.00	\$102,954.40	\$86,120.00

V. Items for Discussion

b. Camera Project Status

Camera Install / Proposed Replacement Schedule / Project Status

School	Date Cameras Originally Installed	Number of Existing/Old Cameras	Proposed Replacement Date/Project Status	Proposed Number of New Cameras	Budget Money Allocated	Cabling Installation	Number of Cable Drops Needed	Camera Cost (Actual or Anticipated)	Cabling Costs (Anticipated)	Camera Project Totals
HS South Campus/Admin	2007	134	Summer 2019/Fall 2019 - in progress - over half way complete as of August 23, 2019	282	Capital Reserve	Vendor	282	\$346,136.30	\$303,182	\$649,318.62
Middle Smithfield Elementary	2007 - some added in 2009/2010	44	Fall 2019/ Work Started August 23, 2019	64	Technology Services (Cameras)	Vendor	64	\$78,616	\$20,000	\$98,616
J.M. Hill Elementary	2011	36	Fall 2019	68	Technology Services (Cameras)	District - Maintenance	36	\$86,120	\$20,000	\$106,120
East Stroudsburg Elementary	2017	32	ESTIMATED - Winter / Spring 2019-2020	66	Capital Reserve (Cabling) / Technology Services (Cameras)	District - Maintenance	34	\$90,000	\$20,000	\$110,000
J.T. Lambert Intermediate	2017	64	ESTIMATED - Summer 2020	120	Capital Reserve (Cabling) / Technology Services (Cameras)	District - Maintenance	56	\$165,000	\$80,000	\$245,000
Smithfield Elementary	2018 (August)	22	Summer 2018 - COMPLETED	42	Technology Services	District - Maintenance	42	\$53,260	\$7,000	\$60,260
TLC & South Bus Garage	2019 (February / March)	19	February / March 2019 - COMPLETED	19	Technology Services	District - Maintenance	19	\$24,787.00	\$3,300	\$28,087.00
Bushkill Elementary	Various	10	Summer 2019 - COMPLETED August 23, 2019	48	Capital Reserve	Vendor	48	See HSN/LIS	See HSN/LIS	See HSN/LIS
HS North / Lehman Intermediate	2000	78	Summer 2019 - COMPLETED August 23, 2019	274	Capital Reserve	Vendor	274	\$424,801.24	\$342,736	\$767,537.24
North Services Building	2009	2	Summer 2019 - COMPLETED August 23, 2019	7	Capital Reserve	Vendor	5	See HSN/LIS	See HSN/LIS	See HSN/LIS
North Bus Garage	2008	2	Summer 2019 - COMPLETED August 23, 2019	10	Capital Reserve	Vendor	8	See HSN/LIS	See HSN/LIS	See HSN/LIS
Resica Elementary	Various	18	Summer 2019 - COMPLETED July 10, 2019	51	Technology Services	District - Maintenance	37	\$64,953.00	\$6,000	\$70,953.00

TOTALS 461 1051 \$1,333,673.54 \$602,218.32 \$2,135,891.86

V. Items for Discussion

c. UA Highlight Athletic Agreement



CREATING A
CHAMPIONSHIP
CULTURE

East Stroudsburg
School District

Eastbay

FOR THE WIN

Eastbay



EASTBAY HISTORY



The Eastbay catalog continues to evolve after 35+ years.



Distribution Center and Customization Department, Wausau, WI

1980

Eastbay was founded when two track coaches from Wausau, Wisconsin began selling spikes to local schools and clubs.

1983

A four-color catalog featuring shoes for track & field and baseball launched, becoming a catalyst for sales

1988

Phone operators were hired to provide greater service.

1989

Eastbay began a Team Sales division.

1990

Eastbay created and produced its first in-house Team Sales catalog. Their Call Center, Creative, and Shipping Departments occupied nearly an entire city block.

1997

Eastbay was purchased by Foot Locker, Inc.

TODAY

Eastbay now works with over two-thirds of high schools across the country.

Eastbay



WHYEASTBAY?

BEST IN CLASS

- **SELECTION** – More styles and brands than any other retailer in America.
- **SERVICE** – One rep, one order, one invoice, one-touch communication.
- **PRICE** – The best discounts on product, embellishment, and freight.

REVENUE STREAMS

- **Team Stores** – Monetize online stores with no-touch delivery (direct-to-consumer shipping).
- **Comp Product** – Monetize comp product for retail sales.
- **Retail Product** – Access to the latest product for Team and retail sales.

SIMPLE ORDERING

- Email your rep with a product code, quantity, and logo instructions and you're done browsing.
- All products viewable online at eastbayteamsales.com or eastbay.com.
- Online inventory lookup tool – quick, real-time snapshot.

BRANDING

- Consistent colors and logos – uniforms, apparel, screen print, and embroidery.
- Style guide creation upon request – no cost to client.
- Color Guide – consistent ink and thread pantones.



Eastbay



YOUR TEAM. YOUR LOOK.



TEAMSTORE

GEAR UP WITH THE TOP BRANDS

Select and customize the gear you want from the top brands like Nike, Under Armour, Adidas, and more. Thousands of products are available.

TIME SAVER

All of your orders and payments are obtained online and products are shipped directly to the person who placed the order, eliminating the need to collect order forms and handle checks.

EASY SET-UP

Work with a knowledgeable Eastbay Team Sales rep to get your Team Store up and running and provide you with solutions for any budget.

SIMPLER THAN EVER

Share your Team Store code with players, parents, fans, and the community to build your brand and outfit your town from head to toe in your team's custom gear.

CUSTOMIZATION

With over 3,200 design templates on hand, we can customize your gear the way you want. Additional personalization, including name and number options, is also available.

Eastbay



- Open with OVER 500+ brands/manufacturers for apparel and equipment covering all programs and needs; big or small
- Employs over 2000 people and generate revenue in excess of 500 million dollars
- Over 500 All Student Partnerships

Eastbay



All Student Partnership

- **We want to bring our brand to the entire campus**
- **Sell beyond sport**
- **Book Store, Camps, & Clubs**
- **Faculty, Maintenance, Administration, Volunteers**
- **Homecoming, Rivalry games, Events**

Eastbay



VALUE- ADD Partners

Eastbay



HYPED-UP PROGRAM

PVC BOARD

6-mm., PVC board. Durable material that will not warp over time and is resistant to moisture.

Common Uses: Ideal for locker rooms, gymnasiums, or short-term outdoor use.

OPTIONS

Size	Board Price
1' x 1'	\$30
2' x 2'	\$55
4' x 4'	\$210

Custom sizing options also available.



FLOOR/WALL GRAPHICS



Single-sided white textured vinyl (to prevent slippage) with adhesive back, great for indoor or short-term outdoor use (weather-pending).

Common Uses: Works well on ground and wall applications such as concrete walls and entryways, walkways to the stadium, or even on metal lockers.

OPTIONS

Size	Vinyl Price
1.3' x 1.3'	\$40
2' x 3'	\$100
4' x 4'	\$180

Custom sizing options also available.



WINDOW FILM/CLING

60/40 perforated window film that is applied to the exterior of windows. Images are only viewed from the outside, from the inside the film appears transparent.

Common Uses: A great way to show your pride by enhancing the exterior windows of your school or fieldhouse entryways.

OPTIONS

Size	Window Film Price
2' x 2'	\$90

Custom sizing options also available.





Eastbay



Completed



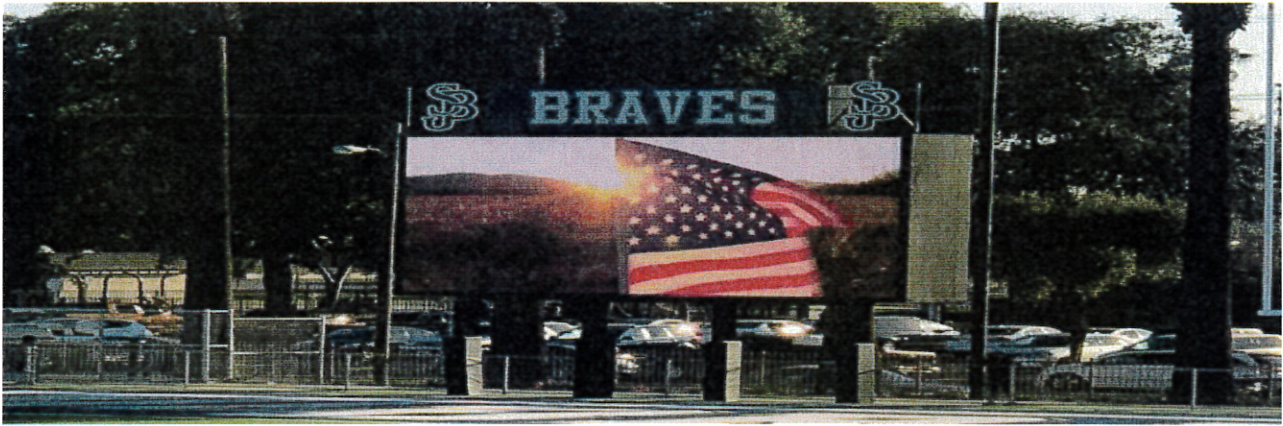
Sterling High School, Sterling, IL

Bill Dising with Eastbay brought me in to meet with the school and discuss their needs just as the partnership is intended. We beat all of the competition on this new **19' x 32'** digital scoreboard and won the project. The school is very pleased and now talking to us about indoor packages.



Pana High School, Pana, IL

Adam Anderson with Eastbay simply suggested the idea to the head FB coach and he showed interest. Adam then reached out to me and asked that I contact the coach and begin some discussions. Adam stayed involved helping along the way until such time we were closing in on a contract. We finished this refurbished **14' x 28'** digital scoreboard in mid-August.



St. John Bosco, Bellflower, CA

This incredible project was completed in May at the national powerhouse St. John Bosco. This project stemmed from a mutual meeting with Eastbay and US in LA back in January. The school had already purchased from Daktronics but was overall not satisfied with the experience even before receiving the shipment. They were able to get released from the order and began talks with us. They ended up buying this incredible new **17' x 30'** with a scoreboard mounted sound system to follow later this year. We are now in talks for indoor digitals across campus

SCORETABLES

<p>8' Jumbo \$5,999.00</p>	<p>10' Jumbo \$9,999.00</p>	<p>10' Crystal \$14,999.00</p>
<p>16' Jumbo \$12,999.00</p>	<p>18' Jumbo \$15,999.00</p>	<p>20' Crystal & Backlit - \$18,999.00</p>
<p>34' Jumbo - \$24,999.00</p>	<p>40' Crystal - \$59,999.00</p>	

Eastbay



PUSH YOUR FUNDS FURTHER

Eastbay WITH + Snap! Raise

Eastbay and Snap! Raise have joined forces to ensure the funds your school/organization go further. By working together, we will provide the best fundraiser so you can afford the right gear for your team.

Ask how you can get more out of every dollar you raise when you partner with Snap! Raise and Eastbay



With a shared mission to provide youth organizations with the resources they require to operate, together our focus is to maximize those opportunities for coaches to lead and mentor.

WHEN WE WORK TOGETHER AS A TEAM, EVERYONE WINS.

Start funding your gear today!

www.snap-raise.com



EAST STROUDSBURG PROPOSAL: FROM UNDER ARMOUR

- **5 Year term from September 1, 2019 through August 31, 2024**
- **\$5,000 Signing Bonus for year 1**
- **\$12,000 allotment after each year's spend**
- **Additional 15% rebate to be used as coaches gear after \$100,000 threshold is reached**
- **UA will provide a \$2,000 branding package for year 1 (4 banners per school)**
- **2 banners for each school from UA to place on field's and courts**



EAST STROUDSBURG PROPOSAL: FROM EASTBAY

- **40% off on stock UA Team Apparel & accessories**
- **40% off on Uniforms**
- **35% off on STOCK UA Team Footwear (found in catalog)**
- **25% off RETAIL Footwear**
- **35% off on team store items**
- **5% rebate on all Non-UA items (hard goods, helmets, t-shirts, etc.)**
- **All Team Store sales count toward total spend (In UA for contract minimums & 5% back for all non-UA products)**

Market Value on hard goods

Eastbay

THANK YOU



FOR THE WIN

UA HIGHLIGHT ATHLETIC AGREEMENT



AGREEMENT COVER PAGE

EAST STROUDSBURG SOUTH / NORTH HS

East Stroudsburg, PA

SCHOOL KEY INFO

Name of School: **EAST STROUDSBURG SOUTH / NORTH HS** Total HS Students: **2332**
Street Address: **279 Courtland Street** Football (Y/N): **Y**
City, State Zip: **East Stroudsburg, PA**

Primary Contact Name: **Denise Rogers** Girls Sports: **22**
Primary Contact Title: **Athletic Director** Boys Sports: **22**
Primary Contact Email: **denise-rogers@esasd.net**

Mascot: **Cavaliers**
School Colors: **Purple White**

DEALER KEY INFO

Dealer: **EASTBAY TEAM SALES**
Start Date: **9/1/2019** End Date: **8/31/2024**
Term (Years): **5**
Inline Apparel Discount: **40** Inline Footwear Discount: **35**
Uniform Discount: **40** Inline Accessory Discount: **40**

UA HIGHLIGHT ATHLETIC AGREEMENT



ATHLETIC AGREEMENT ("Agreement") AMONG:

UNDER ARMOUR, EAST STROUDSBURG SOUTH / NORTH HS , AND EASTBAY TEAM SALES

CUSTOMER Obligations to UNDER ARMOUR and its Authorized Servicing Team Dealer ("Team Dealer")

- The term of this Agreement commences on 9/1/2019 and ends on 8/31/2024 ("Term") for a term of 5 Years.
- During the Term, EAST STROUDSBURG SOUTH / NORTH HS shall exclusively purchase UNDER ARMOUR products for its athletic teams, coaches, staff and fans. (collectively, "Teams") from the Team Dealer set forth below.
- All Teams shall exclusively wear and use head-to-toe Under Armour products, including without limitation footwear, socks, uniforms, and headwear, commencing with the third year that Customer provides UNDER ARMOUR products to the teams. Customer shall use best efforts to exclusively use UNDER ARMOUR headwear and inflatables for the teams. In the event Teams require products that UNDER ARMOUR does not produce, Customer will secure such products from brands other than Nike, Adidas, Reebok, Russell, New Balance and Puma.
- EAST STROUDSBURG SOUTH / NORTH HS shall place orders with Team Dealers for custom and stock uniforms by:
 - (i) February 1 for Fall Sports
 - (ii) May 31 for Winter Sports
 - (iii) November 15 for Spring Sports
- UNDER ARMOUR and/or Team Dealer shall receive placement of two (2) banners for display on-field and on-court for each EAST STROUDSBURG SOUTH / NORTH HS team upon UNDER ARMOUR request. Aside from UNDER ARMOUR and Team Dealer, no other manufacturer, distributor, marketer or seller of athletic goods shall have the right to place signage at Customer's team's facilities.
- All Customer activities will be given access to UNDER ARMOUR products when applicable, via webstore or traditional format.
- EAST STROUDSBURG SOUTH / NORTH HS hereby grants to UNDER ARMOUR the right to reproduce, display and otherwise use game photographs and/or audiovisual footage of each Team's games subject to applicable NCAA, NFHS, or applicable high school or governing body rules. (collectively, "Rules").

UNDER ARMOUR and EASTBAY TEAM SALES Obligations to EAST STROUDSBURG SOUTH / NORTH HS

UNDER ARMOUR shall provide EAST STROUDSBURG SOUTH / NORTH HS with a product allotment valued at UNDER ARMOUR's then-current retail pricing as follows below. Such free products shall be fulfilled after all products for all Teams have been shipped in each year. (Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear, eyewear, etc.) cannot be purchased with the promotional product credit. Only 7 digit numeric catalog item numbers are eligible for promo).

- Under Armour shall provide School with a one-time product allotment of \$5000 in year one of the agreement. Valued at Under Armour's then-current retail pricing.
- Under Armour shall provide School with a product allotment valued at Under Armour's then-current retail pricing as follows: (i) \$12,000 in each year of the agreement. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide School with 15% of free coaches products valued at Under Armour's then-current retail pricing based on School's total purchases of Under Armour products through Team Dealer after initial \$100,000 spend per year. Such free products shall be fulfilled after all products for all sports have been shipped in each year. Licensee products (including but not limited to inflatable balls, socks, sport-specific bags, team headwear and eyewear) cannot be purchased with the promotional product credit.
- Under Armour shall provide school with a \$2000 branding package in year 1 of the agreement.
- Team Dealers shall maintain appropriate levels of UNDER ARMOUR inventory to satisfy Customer's requirement on a timely basis; and provide sales data as requested.
- Team Dealer shall set-up/manage either traditional player pack/fanwear order forms or webstore for any & all affiliated Customer activities' accounts. (Including but not limited to activities, organizations and clubs' parents, students, alumni, faculty, staff, etc.)
- UNDER ARMOUR reserves the right to review this Agreement with Team Dealer on an annual basis and in the event UNDER ARMOUR determines, in its sole but reasonable discretion, that the then-current circumstances are materially different from the information supplied by Customer on its prospect form (e.g., actual annual purchases of UNDER ARMOUR products are significantly lower than originally anticipated, etc.), UNDER ARMOUR may either (1) modify the terms of this Agreement via an amendment signed by the parties; or (2) terminate this Agreement by providing Customer and Team Dealer with thirty (30) days prior written notice.
- **Termination.** UNDER ARMOUR or Customer may terminate this agreement in the event of a material breach of any term or condition of this Agreement by the other party and failure by the breaching party to cure the breach within ten (10) days following receipt of notice from the non-breaching party. In addition, Under Armour may change a Team Dealer upon thirty (30) days written notice to Team Dealer(s) and Customer. Further, UNDER ARMOUR shall have the right to terminate this Agreement if: (a) a Team is required to wear and/or use athletic products that are not supplied by Under Armour; or (b) Team members or Customer staff commit any act or are involved in any occurrence which in the sole but reasonable discretion of Under Armour reflects unfavorably upon Under Armour or its products.



UA HIGHLIGHT ATHLETIC AGREEMENT

- **Right of First Negotiation; Matching Right.** During the Term, Customer shall meet exclusively with UNDER ARMOUR to negotiate in good faith the terms of a renewal of this Agreement, and shall not engage in meetings or negotiations with any third party regarding Product supply, sponsorship, endorsement, or promotion with respect to Products. Notwithstanding the foregoing, the parties shall not be obligated to enter into a renewal of this Agreement if they cannot mutually agree, upon the terms of such renewal, subject to UNDER ARMOUR's matching rights set forth herein. Further, for a period of one hundred eighty (180) days after the expiration of the Term ("Matching Period"), UNDER ARMOUR shall have the right to match any third party offer the Customer receives with respect to Products of such third party that Customer intends to accept ("Third Party Offer"). If Customer receives a Third Party Offer during the Matching Period, then Customer shall submit to UNDER ARMOUR the material terms contained in the Third Party Offer ("Third Party Terms"), in an unredacted writing from such third party on its letterhead and signed by such third party. UNDER ARMOUR shall have thirty (30) days from the date it receives the Third Party Terms to notify Customer whether UNDER ARMOUR will renew this Agreement on terms at least equal to the material, measurable, and matchable Third Party Terms. If UNDER ARMOUR notifies Customer that it will renew the Agreement on such Third Party Terms, then Customer and UNDER ARMOUR shall renew this Agreement on such Third Party Terms. Customer shall inform all third parties of its requirements under this provision, and this provision will survive the expiration or termination of this Agreement during the Matching Period.
- **Wear Testing.** Subject to the Rules, Customer shall ensure that Teams make themselves reasonably available to UNDER ARMOUR with respect to wear testing UNDER ARMOUR products in development. Teams shall report to UNDER ARMOUR on the UNDER ARMOUR products tested, and such reports shall address fit, design, wear characteristics, function, materials and construction techniques. The actual UNDER ARMOUR products in development and any information regarding such UNDER ARMOUR products is confidential. UNDER ARMOUR is the owner of all right, title, and interest in and to any and all rights in and to all intellectual property rights in connection with such UNDER ARMOUR products. Customer and Teams hereby assign and convey to UNDER ARMOUR all such intellectual property.
- **Miscellaneous.** Maryland law shall govern this agreement, without regard to principles of conflicts of laws thereunder. The parties agree that the terms of this agreement are confidential and except as required by applicable law, the parties shall not disclose in any way or to any third party any terms of this agreement. School shall not assign its rights or obligations under this agreement without prior written consent of Under Armour. The relationship among Under Armour, Team Dealers, and School shall be that of independent contractors. This agreement may be executed in two (2) counterparts, each of which shall be deemed an original but both of which together shall constitute one and the same agreement. The signatures of the parties may be delivered by facsimile or imaged document, in PDF, TIFF, or JPEG format, and if delivered by facsimile or imaged document, said executed documents may be considered originals for all purposes.

IN WITNESS WHEREOF, each party acknowledges that a duly authorized representative of such party has executed this agreement as of the date set forth below, and acknowledges that such party has read, understands and agrees to the terms and conditions of this agreement.

EAST STROUDSBURG SOUTH / NORTH HS

UNDER ARMOUR, INC.

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

By signing below, Team Dealer agrees that Customer will purchase Under Armour products from the Team Dealer at its discounts of:

- 40 % off of UNDER ARMOUR retail price for apparel (does not include decoration costs).
- 40 % off of UNDER ARMOUR retail price for accessories (does not include decoration costs).
- 40 % off of UNDER ARMOUR retail price for Uniforms & Uniform Decoration.
- 35 % off of UNDER ARMOUR retail price on all team footwear.

EASTBAY TEAM SALES

Signature

Printed Name

UA HIGHLIGHT ATHLETIC AGREEMENT



Title

Date



**East Stroudsburg School District
Partnership Terms Sheet**

Term	Source Code:
-------------	--------------

- **5 year agreement**
- **Agreement begins on 09/01/19** (annual term ends one calendar year from start date)
- Purchase totals are compiled within each term period and can not be carried over into remaining years.

Product Rebate – “Comp Product”	Source Code:
--	--------------

- **5% Product Rebate of the total each contract years purchases of non-Under Armour team apparel, footwear and equipment**
OR
- **2.) Four Pixellot cameras. (one outdoor and one indoor for both North and South East Stroudsburg High Schools). A \$40,000 value.**
- **\$5,000 in Hyped UP marketing products (media backdrops, banners, ect) to brand the East Stroudsburg School District campus's over the term of the 5 year agreement.**
- **Complimentary Style Guide of all campus logos and approved usage.**
- Product rebate amounts are valued at the manufacturer's original list /retail price.
- Excludes purchased totals of reconditioning, decoration, freight and sales tax.
- "Comp product" is strictly limited to "stock" styles represented in **vendor "TEAM" catalogs.**
- Products represented at eastbay.com, eastbayteamsales.com or in any East bay catalogs are **not** implied as goods that qualify as "Comp product".
- **Online Team Stores are included in purchase totals**

Pricing Levels

- **40% off retail price on stock UA "TEAM" apparel and accessories**
- **35% off retail price on stock UA, "TEAM" footwear**
- **40% off retail price on custom UA, "TEAM" uniforms** (*applicable only if placed before first discount cut off date)
- All discountable "TEAM" products are defined as "stock" styles represented in **vendor "TEAM" catalogs.**
- The retail price is the original retail price, as shown in **vendor "TEAM" catalogs.**
- Equipment, decoration, freight and non-team (retail) product prices to be quoted on demand and are **not** subject to fixed discounts.
- Products represented at eastbay.com, eastbayteamsales.com or in any East bay catalogs are **not** implied as goods that qualify for fixed discounts.

Terms and Conditions

1. All earned "comp product" rebate amounts must be used **within 60 days** of each year program end date and can not be carried over.
2. Customer will actively co-market Eastbay as an "exclusive supplier of all athletic gear" and agrees to allow Eastbay to execute additional co-branding or other marketing opportunities including, but not limited to onsite activation, banner placement, product promotions, PA announcements, etc.
3. At Eastbay's discretion may feature school athletic staff profiles in future catalogs.
4. No "comp product" will be approved unless the account is "current" on amounts owed for delivered goods. Current is defined as having no amounts owed over 30 days from the date of invoice.
5. Any violation of these terms and conditions will nullify "comp product" rebate commitment by Eastbay.
6. Pricing levels/discounts are subject to review/change at the end of each year during the length of partnership term, dependent upon vendor discount changes that may affect Eastbay's cost of goods.
7. Either party can terminate with 30 days' notice. If terminated early, all earned comps will be forfeited.
8. If account terminates agreement prior to final term period, any/all previously provided comp product within the current term period will be invoiced to the account at full retail price and are to be paid in full at time of partnership termination.

Account

Name _____

Title _____

Date _____

Eastbay

DJ VanGorder

Sales Manager Name
Anthony Bozzuto

Rep Name
9/5/2019

Date _____

V. Items for Discussion

d. Procurement Manual Discussion



EAST STROUDSBURG AREA SCHOOL DISTRICT PURCHASING MANUAL

East Stroudsburg Area SD
Administration Building
Business Office
50 Vine Street
East Stroudsburg, PA 18301
Phone: 5770-424-8500
Fax: 570-420-8384
www.esasd.net

Prepared by Marisela Horton
Rev 2/08/19



The purpose of this Purchasing Manual is to assist all employees in the proper purchasing practices so as to be in full compliance with all Pennsylvania State Laws, Regulations and Policies.

The Purchasing Manual is designed to achieve three (3) goals:

1. Compliance with the law and Board policy on purchasing
2. Promote efficiency in purchasing practices
3. Achieve savings of money through proper purchasing practices

The three (3) goals should be achieved through proper planning. Please allow yourself enough leeway between generating the requisition and the actual date materials or services are needed. Please think of purchasing items in terms of the entire school year. What items and services do you need on an annual basis?

The key is to plan. Through proper planning, we can eliminate much of the frustration that is encountered in all public school purchasing procedures.

Responsibilities

To purchase equipment, supplies, materials and services for school and administrative sites as cost effectively

To assist in the development and processing of bid packages and related contracts, board agenda items related to purchasing and in the general acquisition of equipment and supplies

Purchasing Code of Ethics

Endeavor to obtain the greatest value for every District dollar expended by conducting business in a manner consistent with exemplary business practices, district policies, and legal statutes.

Give prompt and courteous reception to all District staff and legitimate business representatives.

Provide support to the District' schools and departments charged with the responsibility of creating an educational environment of excellence.

Insure that all responsible bidders receive equal consideration and the assurance of unbiased judgement in determining whether their products meet the educational and/or operational needs of the East Stroudsburg Area School District.

Always consider the interest of East Stroudsburg Area School District and the enhancement of its educational program first.

Strive for a thorough knowledge and understanding of East Stroudsburg Area School District equipment and supplies in order to assist in the best value evaluation for the products and services purchased.

Work to identify and implement strategies and techniques that will preserve the integrity of the purchasing while enhancing the level of services provided by the department.

Never accept gifts or favors that might influence, or be construed to influence, the purchase of goods and services.

Integrity

Fairness and impartiality in all phases of the process are an essential part of any transaction in public purchasing. Dealing with vendors and peers, must be open, honest, and objective. The purchasing objective is to provide quality services and products for the District's schools and departments.

East Stroudsburg Area School District does not discriminate on the basis of sex, race, disability, color or national origin in its business practices.

General

The Board shall establish rules and regulations to ensure that the purchase of quality products and services at the most cost-effective level for the District.

- a) An electronic purchase order system, which automatically numbers and controls purchase orders and administrative approval levels shall be utilized.
- b) Every purchase of a product or service made on behalf of the District shall be made by entering a purchase order, issued by authority of the appropriate District staff member through the Munis electronic purchase order system, and approved by the Chief Financial Officer, except purchases made under provision of Student Activity Fund and Food Service Fund Regulations.
- c) No item may be purchased and charged to the School District without following the above procedure.
- d) If any employee fails to follow the above procedure, he/she is liable for the cost of the materials ordered. The Business Office will refuse to confirm and to pay for any item that has not been approved in advanced of purchase and has not been ordered through the purpose order system.
- e) All purchase orders shall include clearly described instructions, descriptions, units, costs, vendors, etc. on the purchase order. Items must be coded to correct general ledge account number.
- f) All purchase orders requests must be referred to the Business Office as to whether proposed purchase order is subject to bid, whether sufficient funds exist in the budget, and whether the material might be elsewhere in the District. Purchase orders must go to Board for approval.
- g) Upon conversion of the purchase order, items will be ordered according to vendor information (via online, fax, or email delivery).
- h) No deliveries shall be accepted from vendors unless identified with School District purchase order.
- i) The Business Office shall establish written procedures to be followed by all District personnel for purchasing of various products and services (i.e. materials and supplies, emergencies purchases, etc.).

Procedures

Following School Policy #611, when funds are available, all purchases contemplated within the current budget and not subjected to bid be made in a manner that ensures the best interests of the district.

Public School Code Section 24 P.S. §8-807.1- Purchase of Supplies (amended June 30, 2012, P.L.684, NO.82) establishes the primary legal requirements to be followed in the purchase of materials, supplies, and equipment for use in public schools in the Commonwealth.

Section 24 P.S. §1-120 Adjustments Based on Consumer Price Index (added June 30, 201, P.L. 684, No. 82) (Act 97, 2011) allows for annual bud limited adjustments are made between October 1 and November 15 of each year, becoming effective January 1 for the subsequent calendar year. The Department of Labor and Industry will publish notice in the Pennsylvania Bulletin prior to January 1 of each calendar year of the annual percentage change determined.

All purchases that are within budgetary limits and under \$11,100 and were originally contemplated within the budget may be made upon authorization of the Chief Financial Officer. Purchases not budgeted or which exceed \$11,100 must go to the Finance Committee for review and full board for approval.

School Policy #612, states that when funds are not available for a proposed appropriation, a budget transfer from one general ledger account to another may be made after October 1 of the fiscal year by the Board if it is apparent that the necessary surplus funds do exist in another appropriation and if the procedures specified in the School Code are followed and it can demonstrate the proposed expenditure would be educationally warranted in the current fiscal year.

Cooperative Purchasing

The District encourages its employees to seek advantages in savings that may accrue to this district through joint agreement for the purchase of supplies, equipment or services with other political subdivisions.

Cooperative purchases require an agreement approved by the Board and the participating contracting body(s) which shall specify the categories of equipment and supplies to be purchased.

All such agreements must conform to regulations provided in the School Code. The following are state contracts and approved consortiums that the District may participate in.

Pennsylvania State Contracts and Approved Consortiums

COSTARS

<http://www.dgsweb.state.pa.us/COSTARSReg/WelcomePage.aspx>

Keystone Purchasing Network (AEPA Contracts)

<http://www.thekpn.org>

PEPPM National Contracts Program (Technology Bidding and Purchasing)

<http://www.peppm.org/>

Pennsylvania State Contracts

<http://www.emarketplace.state.pa.us>

Source Well (formerly NJPA)

<http://sourcewell-mn.gov>

US Communities

<http://www.uscommunities.org/>

Purchases Subject to Bid

The District shall comply with the Pennsylvania School Code with regard to all bidding requirements for contracts for goods and services, including those regarding the purchase of equipment, textbooks, school supplies, and other appliances as well as all contracts for construction, reconstruction, repairs, maintenance or work on any school building.

Contracts for necessary emergency repairs and replacements may be completed after solicitation of competitive bids from at least three (3) responsible bidders and upon approval of any of these bids by the Secretary of Education. The District may utilize its own maintenance or other personnel to perform maintenance work irrespective of the entire cost or value of such work.

Bidding Thresholds

The Pennsylvania Department of Labor & Industry published the authority and municipal bidding thresholds for 2018. Under Act 90 of 2011, the bidding thresholds provide for an annual inflation adjustment based on the Consumer Price Index for All Urban Consumers.

The percentage change for the 12 month period ending September 30, 2018, is 2.3%. Beginning on January 1, 2019, the bidding thresholds for municipal authorities will be as follows:

- Purchases and contracts below \$11,100 require no formal bidding or written/telephonic quotations.
- Purchases and contracts between \$11,100 and \$20,600 require three written/telephonic quotations.
- Purchases and contracts over \$20,600 require formal bidding
- On all projects, the scope work shall be clearly written in order to avoid change orders and the appearance of bid splitting

Bid specifications shall be prepared by, or at the direction of the Chief Financial Officer.

Bids shall be opened publicly before one or more witnesses at a previously designated time and place. Contracts shall be awarded to the lowest responsible bidder upon resolution of the Board unless the Board chooses to reject all the bids

- **Although, the state sets the thresholds, the District requires 3 written quotes for purchases over \$5,000. The District reserves the right to request quotes for items/project under \$5,000**
- **Items/Projects over \$11,100 must go to Finance Committee for Review**
- **Items/Projects over \$20,600 must go to School Board**
 - * Thresholds may change annually by the Dept. of Labor & Industry. Each year the Department of Labor and Industry is required to publish changes to the base amounts triggering the requirement for bids and quotes for school purchases under Act 97 of 2011 (<http://www.pabulletin.com/secure/data/vol46/46-50/2154.html>)
 - * The Department is required to adjust the thresholds in the 2011 law by the percentage in the Consumer Price Index for All Urban Consumers (CPI-U). The Changes are published in the Pennsylvania Bulletin prior to the start of the next calendar year. There are three sections of the School Code affected by the law and the annual adjustments (24 P.S. §§ 1-119, 7-751 and 8-807.1)

Emergency Purchases

School policy #612, states that in an event of an emergency, which exists whenever the time required for the Board to act in accordance with regular procedures would endanger life or property or threaten continuance of existing school classes, a purchase may be authorized by the Chief Financial Officer.

Any expenditures in excess of appropriation made in conformance with this policy shall be reported to the Board at the next meeting with a recommendation of funds to be transferred to the purchase.

P-Card Purchases

The District participates in a Purchase Card (P-card) Program. The P-Card works like a credit card and is a simplified and cost effective method of purchasing and remitting payment for approved expenditure. The P-Card can be used for purchases in person, by mail, telephone, fax or internet.

The P-Card is to be used in accordance with the procedures established within this manual. Before receiving a P-Card, the Chief Financial Officer and Assistant Financial Officer must approve the employee's request. The P-Card will only be issued to an employee when it is more convenient for the District to account for the type of purchases the employee is expected to make. The P-Card is not primarily for the convenience of staff is to circumvent the standard of Purchase Order process. The CFO will determine when the P-Card is a better method of purchasing items versus using the standard Purchase Order process.

The employee will receive training and procedures before receiving their P-Card and it may be revoked for misuse at any time.

Payment of Bills

1. Checks under \$11,099 will be mailed as completed
2. Checks at or over \$11,100 will be held until after Board meeting

Federal Uniform Grant (UGG) Purchasing

- 1) UGG applies to school entities receiving federal awards directly from federal agencies and awards via a pass – through agency such as the state:
 - a. All purchases with federal funding will need to conform to reflect state, local and federal requirements.
- 2) Federal thresholds and procurement methods for goods and services consists of:
 - a. Micro-purchases
 - a. Not to exceed \$10,000
 - b. Does not require quotes or bids
 - c. Must be distributed equitably among qualified suppliers
 - d. Must be reasonable according to sound practices
 - b. Small purchase
 - a. Purchases from \$10,000 - \$250,000
 - b. Quotes must be obtained from an adequate number of sources (no less than 3)
 - c. Sealed Bids
 - a. Used for purchases greater than \$250,000; includes perishable food
 - b. Requires formal solicitation with at least two or more responsible bidders

- c. Must be used for construction projects
 - d. Specifications and contracts over \$250,000 must include special federal wording
 - e. Equipment for Food Services greater than or equal to \$5,000 each require online PDE approval
- d. Competitive Proposals
- a. Used for purchases greater than \$250,000
 - b. Requires formal solicitation with evaluation methods
 - c. Fixed price or cost reimbursement
 - d. Contract should be awarded to the responsible firm whose proposal is most advantageous to the program with price being one of the various factors
 - e. A cost/price analysis must be performed on all purchase over \$150,000 before the purchase is completed
- e. Noncompetitive (Sole Source) proposals:
- a. Appropriate only when specific criteria is met and all other procurement methods are not applicable:
 - Items available only from one source
 - After soliciting a number of sources competition is deemed inadequate
 - A public emergency does not allow for the time for the competitive proposal process
 - Expressly authorized by awarding or pass-through agency in response to a written request from a non-Federal entity

3) Additional UGG Federal regulations include the following:

- a. A cost/price analysis must be performed on all purchases over \$250,000, and before the purchase is completed
- b. Affirmative steps to include participate from minority, women and labor surplus area firms must be included in solicitations
- c. Geographical preferences are prohibited (there is an exception for food service program regulations)
- d. Specific USDA regulations concerning food service purchasing must be followed and are included below:
 - a. Perishable food exception
 - b. Geographical preference exception for local agricultural products
 - c. Buy American commodity regulation
 - d. Food Service Management Company Contract requirements
 - e. Mandatory Contract clauses (see below)
- e. The following clauses must be included in all formal solicitations and contracts:
 - a. Termination of Cause
 - b. Equal Employment Opportunity
 - c. Contract Work Hour and Safety Standards Act
 - d. Davis Bacon Act
 - e. Rights to Inventions

- f. Debarment and Suspension
- g. Byrd Anti Lobbying
- h. Clean Air Act
- i. Simplified Acquisition Threshold Contract Breach

TO BE COMPLETED FOR ANY PROCUREMENT OVER \$11,100

a) Why are you requesting service/need?

b) Cost Estimate; if over \$5,000, were 3 quotes attained? If yes, please list vendors & amounts.

Under \$5,000 proceed to C

c) Procurement Method; Procurement card; Purchase Order

d) Funds account(s) to be charged for Procurement

Check box of funds:

General Account

Food Service

Special Activity

Capital Reserve

Account Name _____

e) Selection of winning proposal

Was the lowest prices selected? If applicable, please explain why this vendor was chosen

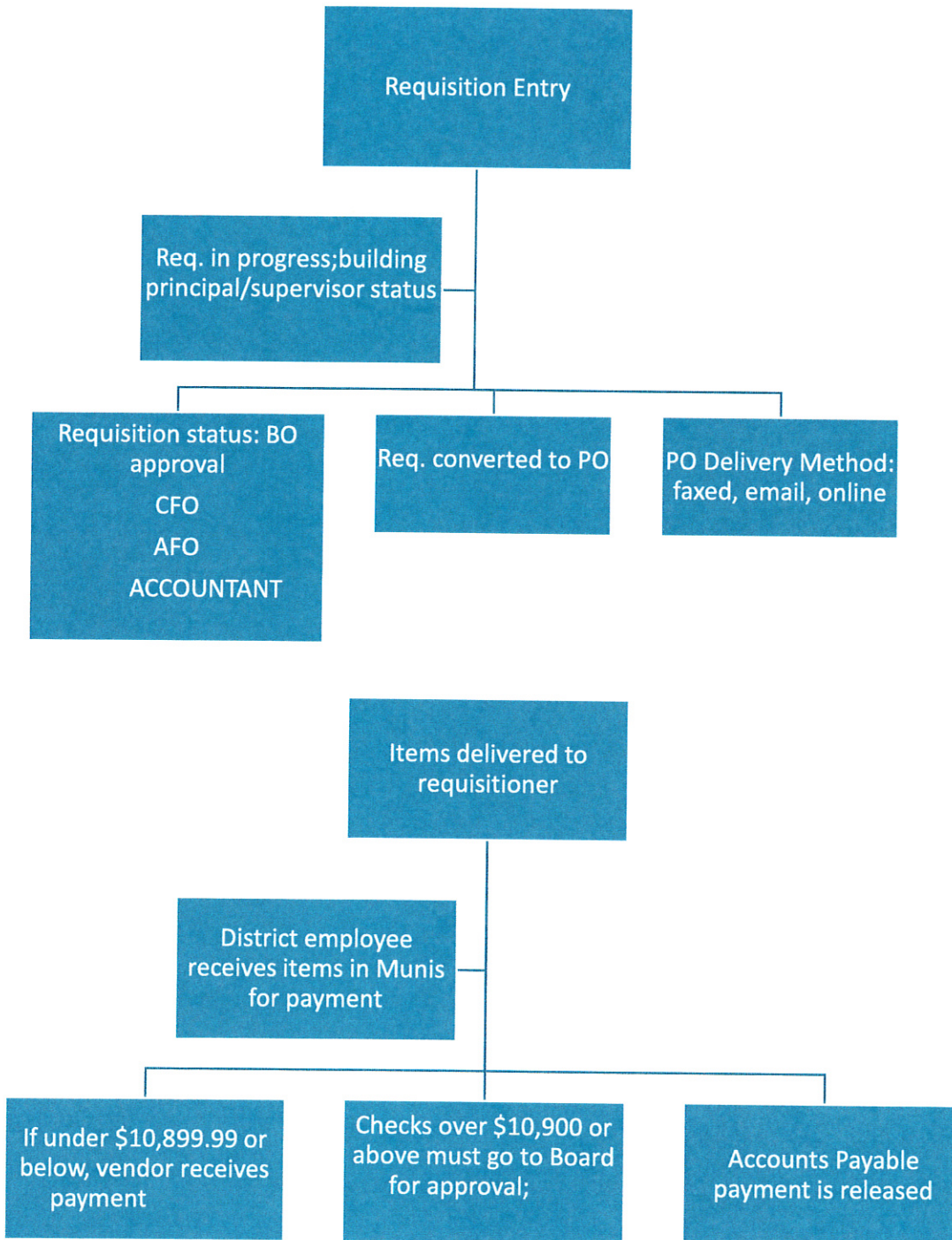
If a Request for Proposal was prepared, how many proposers responded? _____

Procurement Procedures

- Receives requisition; if
- Are the items available from current inventory?
 - If yes-transfer item(s) from existing inventory to requisitioned and record in material management system
- If no – does the order or project exceed \$20,100? –
- If no, does the order or project exceed \$5,000? -Requires 3 written/telephonic quotations
- If no –Procure item(s) from the vendor with the lowest responsible price.
- If yes- are the items available from an existing, approved Cooperative Purchasing Agreement?
- If not, has the procurement been bid in accordance with Pol. 610?
- If not, subject to Bid (See Pol. 610). Bid taken to Finance Committee; board approval; create/open bid; award bid ; take to FC for approval; board approved- **create requisition**
- If yes, procure items from the vendor with the lowest, responsible price –items decided; need to be entered in Munis by Requisition ; invoice is sent to AP- when invoice is received by AP, payment to vendor will be processed

- District employee enters a requisition into Munis; ensures there are funds in account prior to starting process
- The following info gets entered by the employee:
 - a. Department/Location
 - b. Fiscal year
 - c. Requisition number is created by Munis
 - d. General description
 - e. Vendor number
 - f. Ship to
 - g. Quantity, full description, unit price, general account
 - h. Release requisition
- Requisition goes to approver level by department chair/building principal/Administrator, Business Office, requisition conversion to Purchase Order
- Purchase order delivery method; email, fax, order online by Marisela Horton
- Any problems with order gets directed to Business Office
- Employee receives items
- Accounts Payable cuts check for payment

Requisition Life Cycle



V. Items for Discussion

e. Capital Projects Payment Tracking Discussion

**East Stroudsburg Area SD
Current Capital Projects
As of 9/6/2019**

Vendor Original Bid	Date	North Campus Camera Installation	North HS/Lehman Roof Project	Date	North HS/Lehman ATC Upgrade	Date	Restica Roof Project	Date	South Campus Camera Installation	Date	North HS/Lehman Hot Water Replacement	Totals
	6071	Guyette Communications	Jettan, Inc	3181	Trane	1237	C&D WaterProofing Corp.	CRCS Inc.			JBM	
	3/18/2019	\$ 342,736.00	3/18/2019 \$ 7,008,635.00	10/15/2018	\$ 2,838,638.00	3/18/2019	\$ 667,715.00	5/7/2019	\$ 303,182.32		\$ 300,000.00	\$ 11,460,906.32
Application 1	6/27/2019	\$ 92,659.50	7/11/2019 \$ 1,215,862.00	6/27/2019	\$ 254,474.80	8/5/2019	\$ 8,685.00	9/3/2019	\$ 181,221.75			\$ 1,752,903.05
Application 2	6/27/2019	\$ 73,026.90	8/25/2019 \$ 1,606,698.90	7/11/2019	\$ 582,096.10	8/5/2019	\$ 55,401.75					\$ 2,317,223.65
Application 3	7/11/2019	\$ 47,308.10	9/3/2019 \$ 251,595.00	8/25/2019	\$ 625,771.38	8/6/2019	\$ 207,513.90					\$ 1,132,183.38
Application 4	9/3/2019	\$ 22,466.70		9/3/2019	\$ 447,537.89	9/3/2019	\$ 176,615.10					\$ 646,619.69
Application 5	9/3/2019	\$ 24,674.40										\$ 24,674.40
Application 6												\$ -
Application 7												\$ -
Application 8												\$ -
Total Payments to Date		\$ 260,130.60	\$ 3,074,155.90		\$ 1,909,880.17		\$ 448,215.75		\$ 181,221.75		\$ -	\$ 5,873,604.17
Left on Contract		\$ 82,605.40	\$ 3,934,475.10		\$ 928,757.83		\$ 219,499.25		\$ 121,960.57		\$ 300,000.00	\$ 5,587,302.15
Completion Percentage		76%	44%		67%		67%		60%		0%	51%

\$ 9,700.00 30 year warranty
\$ 451,768.00 30 year warranty
\$ 175,834.00

Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Date	Amount	Total
9/28/2018	\$ 690.33	9/28/2018	\$ 1,295.33	03/26/2019	\$ 1,556.24	02/27/2019	\$ 1,656.02	5/20/2019	\$ 11,900.00	03/26/2019	\$ 1,556.24	\$ 18,654.16
12/3/2018	\$ 10,030.00	9/28/2018	\$ 8,179.67	04/16/2019	\$ 8,943.76	03/26/2019	\$ 7,793.98	6/5/2019	\$ 868.00	04/16/2019	\$ 8,943.76	\$ 44,739.17
1/17/2019	\$ 2,002.00	12/3/2018	\$ 3,425.00	05/13/2019	\$ 5,267.50	04/16/2019	\$ 5,499.99	6/25/2019	\$ 1,296.46	05/13/2019	\$ 5,267.50	\$ 22,758.45
2/19/2019	\$ 1,001.00	2/27/2019	\$ 8,595.06	06/05/2019	\$ 1,126.25	05/13/2019	\$ 2,000.01	6/30/2019	\$ 731.55	06/05/2019	\$ 1,126.25	\$ 14,580.12
2/27/2019	\$ 3,003.00	3/26/2019	\$ 18,500.30	06/25/2019	\$ 2,252.50	06/25/2019	\$ 6,420.03			06/25/2019	\$ 2,252.50	\$ 32,428.33
6/5/2019	\$ 3,000.01	3/26/2019	\$ 38,129.94	08/23/2019	\$ 840.00	08/23/2019	\$ 5,658.76			08/23/2019	\$ 840.00	\$ 48,448.71
6/25/2019	\$ 2,576.36	5/13/2019	\$ 24,500.28	08/23/2019	\$ 980.00	08/23/2019	\$ 1,372.24			08/23/2019	\$ 980.00	\$ 30,408.88
6/30/2019	\$ 975.61	6/5/2019	\$ 18,207.30									
		6/25/2019	\$ 15,000.22									
		8/23/2019	\$ 20,000.45									
		8/23/2019	\$ 20,000.45									
	\$ 23,258.31		\$ 175,834.00		\$ 20,966.25		\$ 30,381.03		\$ 14,796.01		\$ 20,966.25	\$ 212,017.82

D'Huy Engineering
1446

V. Items for Discussion

g. 2019/2020 IU 20 Special Ed Contract



COLONIAL

Intermediate Unit 20

Dedicated to your children and the people who serve them

6 Danforth Drive
 Easton PA 18045-7899
 p 610-252-5550
 f 610-252-5740
 www.clu20.org

2019-2020 Special Education Contract

This agreement is made this 28th day of August, 2019 by and between the Colonial Intermediate Unit 20 (hereinafter the "Intermediate Unit") at 6 Danforth Drive, Easton, PA 18045 and the East Stroudsburg Area School District (hereinafter the "School District") at 50 Vine Street, East Stroudsburg, PA 18301.

WHEREAS, the Intermediate Unit is willing to provide Special Education services to school districts within its service area; and

WHEREAS, the School District desires to engage the service of the Intermediate Unit for its Special Education Program for the 2019-2020 school year.

NOW, THEREFORE, in consideration of the mutual promises contained herein and intended to be legally bound hereby the parties hereto agree as follows:

1. The Intermediate Unit will provide special education instructional and non-instructional support and related services for the 2019-2020 school year. **The student data used for this contract is the data sent to you on your 2018-2019 final cost per student. The data used for this estimate does not account for new programs, students first coming into our programs or for those leaving our programs.**
2. Assignments along with the 2019-2020 rates are as follows:

Service	Program Cost	EFT	Total Cost
Adaptive Physical Education	\$ 615,575	0.0435	\$ 26,779
Audiology Services	\$ 255,658	0.0483	\$ 12,347
Autistic Support (Center Based)	\$ 281,104	0.0705	\$ 19,811
Autistic Support (Elementary)	\$ 7,834,830	0.0887	\$ 694,816
Autistic Support (Secondary)	\$ 4,303,622	0.0701	\$ 301,473
Emotional Support	\$ 6,483,127	0.0887	\$ 575,039
Hearing Support	\$ 677,957	0.0705	\$ 47,777
Itinerant Hearing Support	\$ 726,785	0.1442	\$ 104,798
Itinerant Speech and Language Support	\$ 3,780,504	0.2282	\$ 862,562
Itinerant Vision Support	\$ 756,970	0.0890	\$ 67,375
Learning Support	\$ 192,726		\$ -
Life Skills Support (Elementary)	\$ 1,991,303		\$ -
Life Skills Support (Secondary)	\$ 1,248,984	0.0217	\$ 27,145
Multi-Disabilities Support	\$ 1,616,063	0.2084	\$ 336,807
Occupational Therapy	\$ 3,024,129	0.0995	\$ 301,030
Physical Support	\$ 1,013,661	0.0316	\$ 32,004
Physical Therapy Team	\$ 712,743	0.2081	\$ 146,898
Project SEARCH	\$ 190,837	0.3349	\$ 63,912
Psychological Services	\$ 886,239	0.0740	\$ 65,559

*Dedicated to Your Children and the People Who Serve Them.
 Relationships - Responsiveness - Results*

**2019-2020 Special Education Contract
East Stroudsburg Area School District
Page 2**

3. The instructional, non-instructional support and related services shall be as defined and limited in the regulations and standards of the United States of America and Commonwealth of Pennsylvania and by the Intermediate Unit Special Education Budget, as well as by any understanding of limitations reached between the Director of Special Education of the Intermediate Unit and the School District.
4. It is further understood that the School District may request additional services and costs for such additional services over and above those provided for in the base agreement and will be assessed according to a plan acceptable to the Superintendent of the District and the Executive Director of the Intermediate Unit.
5. The School District will be responsible for unemployment costs if a Psychologist is hired specifically for your district and the Psychologist is not needed in the 2020-2021 school year.
6. For the services under this 2019-2020 Special Education Contract, the School District will pay an **estimated** amount of \$3,686,131 to the Intermediate Unit.
7. The Intermediate Unit will invoice the School District in eleven installments.
8. The Intermediate Unit will provide the School District with **estimated** costs by November 2019 and March 2020, as well as the final costs by August 2020.

 8-21-19

Dr. Christopher S. Wolfel Date
Executive Director

Superintendent Date

 8-29-19

Mrs. Elizabeth A. Hoagland Date
Board Secretary

CONTRACT FOR SERVICES AGREEMENT TERMS AND CONDITIONS

Services.

CIU20 will perform the Services in accordance with the Contract for Service as well as these Terms and Conditions.

Breach.

The Parties agree that a breach of any of the provisions of these Terms and Conditions shall also constitute a breach of the Contract for Service between the Parties.

Termination.

The School Entity may terminate a Student Services Agreement for any reason upon one (1) business day written notice to the CIU20. In the event of termination, the School Entity will be responsible for payment for services rendered on a per diem basis. The CIU20 may terminate this agreement with thirty (30) days' written notice to the School Entity if invoices remain unpaid for one hundred twenty (120) days.

Independent Contractor.

It is agreed by the Parties that the CIU20 and its officers, employees, agents, and/or assigns, while engaged in carrying out Services, are independent contractors and are not the officers, employees, agents or assigns of the District. Accordingly, the CIU20, its officers, employees, agents, and/or assigns, are not entitled to benefits provided by the District to its employees, including, but not limited to, group insurance, pension plan enrollment, vacation, leaves of absence, workers' compensation, unemployment compensation, or insurance and any potential claim thereto is hereby specifically waived and forever released. The CIU20 agrees, however, to comply with all laws and regulation which apply to the District (or to the services to be performed by the CIU20), as well as any internal policies and procedures of the District, enacted to comply with laws and regulations.

Background Checks.

The CIU20 agrees that it has performed background checks sufficient to satisfy the requirements of the Pennsylvania Public School Code and the Pennsylvania Child Protective Services Law, specifically, 24 P.S. §§ 1-111 and 1-111.1 and 23 Pa.C.S.A. §§ 6344, 6344.2, and 6344.4, each as amended. The CIU20 further agrees that it will immediately notify the District if it knows or has reasonable reason to know that one of its employees / agents / assigns is the subject of a criminal or civil investigation, action, or charges.

Confidentiality.

The CIU20 agrees that any information that it receives pursuant to the Contract for Service, and which is subject to the "Family Educational and Privacy Rights Act," shall remain confidential as required by the Act. See Act of Aug. 21, 1974, Pub. L. No. 93-380, 88 Stat 484 (codified as amended 20 U.S.C. § 1232g). This provision shall continue in perpetuity after the expiration of those Terms and Conditions.

The CIU20 agrees that any information that it receives pursuant to the Contract for Service, and which is subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), shall remain confidential as required by the Act. See Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191, 110 Stat. 1035-2103. This provision shall continue in perpetuity after the expiration of these Terms and Conditions.

Indemnification.

The CIU20 and School Entity agree to indemnify and hold harmless each other, their employees and directors from liability for monetary damages where such liability is based on the exclusive control and/or affirmative act of the indemnitor. Where a claim against either party is based in tort, the obligation to indemnify shall not exceed the limit or scope of liability for which the party could be liable under Pennsylvania Political Subdivision Tort Act.

No Indemnification for Violation of FAPE

As the School Entity has a non-delegable legal duty to provide a Free Appropriate Public Education under Federal and State Law, CIU20 shall have no obligation for indemnification under this Contract for Services for compensatory education or prevailing attorneys' fees associated therewith, arising out of violation of FAPE whether based upon violation of the IDEA or Section 604 of the Rehabilitation Act.

School Entity's Obligations

The School Entity, as LEA, while CIU20 provides services under this Contract for Services, shall have a continuing obligation to monitor the progress of its students. School Entity shall regularly attend through qualified representatives all meetings, conferences and reviews required of an LEA by law. Failure by the School Entity to perform its obligations as LEA shall negate any obligation on the part of CIU20 for indemnification under its contract for services agreement.

Cooperation in Defense of Claim

In the event of a claim or claims brought against the CIU20 and a district receiving services under a Contract for Services, the District and CIU20 shall before answering such claim or complaint consult with each other and cooperation shall be a condition precedent to any claim for indemnification by either party. Where School Entity claims the right to indemnification, CIU20 shall have the right to control the claim, including the right to choose counsel and to proceed to defend the claim with the same counsel subject to waiver of conflict and agreement by participants' insurers.

Immunity

Nothing in these Terms and Conditions or any Contract for Service between the Parties shall be construed to expand the liability of the District, either in tort, contract, or otherwise, beyond the limits of liability imposed by the "Political Subdivisions Tort Claims Act" if the District were alone liable. See Act of Oct. 5, 1980, Pub. L. No. 1980-142, sec. 221(f), Ch. 85, Subchs. A & C, 1980 Pa. Laws 739-51 (codified as amended 42 Pa. Cons. Stat. §§ 8501-8564 (West)). These Terms and Conditions shall not be construed to waive or reduce the immunities from civil liability granted by or enlarge the limitations on immunity imposed by said Act. This provision shall take precedence over any conflicting provision within these Terms and Conditions or the Contract for Service between the Parties.

Insurance.

Both Parties agree that maintenance of insurance coverage as required hereunder was and is a material consideration bargained for in the inducement of Services and agreed to in these Terms and Conditions and the Contract for Service. Accordingly, the failure of the CIU20 to maintain an insurance policy as specified in this section constitutes a material breach. The CIU20 agrees that it will maintain general liability and educator's errors and omissions insurance through the Term of the Contract for Service with a value of not less than \$2,000,000 per occurrence and \$3,000,000 in the aggregate. School Entity further agrees that it will provide proof of the insurance policy at any time that the CIU20 requests proof of coverage.

Non-waiver for Failure to Enforce.

The failure to enforce or require the performance at any time of the provisions of these Terms and Conditions or the Contract for Service between the Parties shall in no way be construed to be a waiver of such provisions and shall not affect either the validity of these Terms and Conditions or any part hereof, or the right of any party thereafter to enforce each and every provision in accordance with these Terms and Conditions.

Force Majeure.

Neither Party will be liable for any breach or failure to perform under these Terms and Conditions or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such Party, which include by way of illustration, but not limitation, acts of God or public enemy, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, inclement weather, or any other cause or condition beyond such Party's reasonable control; provided, however, that the Party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under these Terms and Conditions immediately upon the cessation of such cause(s).

Severability.

The Parties hereto agree that if any clause of these Terms and Conditions or Contract for Service between the Parties is held unconscionable, the balance of the Terms and Conditions and Contract for Service shall remain in full force and effect.

Conflict of Laws.

These Terms and Conditions and Contract for Service between the Parties shall be interpreted under the laws of the Commonwealth of Pennsylvania in effect as the date of the Contract for Service (or as otherwise indicated). The Parties agree to submit to the jurisdiction of the Northampton County Court of Common Pleas or the United States Court for the Eastern District of Pennsylvania for any action to interpret, enforce, or defend a breach of these Terms and Conditions or Contract for Service between the parties or to seek a declaratory judgment related to these Terms and Conditions or Contract for Service between the Parties.

Assignment.

The Parties agree that a material condition of these Terms and Conditions and Contract for Service between the Parties is that they cannot be assigned. Any language to the contrary should be ignored and is unenforceable.

Notice.

All notices required shall be in writing. Delivery of Notice shall be made either by (a) hand delivery or (b) certified or registered mail, postage pre-paid, overnight courier addressed as follows, or email with confirmed receipt and copies to their solicitor of record:

If to East Stroudsburg Area School Entity
East Stroudsburg Area School Entity
50 Vine Street
East Stroudsburg, PA 18301

If to CIU20
Colonial Intermediate Unit 20
8 Dunforth Drive
Easton, Pennsylvania 18045

If the address of either Party should change, notice shall immediately be made upon the other Party.

V. Items for Discussion

h. 2019/2020 IU 20 IDEA Pass Thru Agreement



COLONIAL

Intermediate Unit 20

Dedicated to your children and the people who serve them

6 Danforth Drive
Easton PA 18045-7899
p 610-252-5550
f 610-252-5740
www.ciu20.org

IDEA – Part B Use of Funds Agreement

This sub-grant agreement entered into this 28th day of August, 2019 by and between Colonial Intermediate Unit 20 (hereinafter called "IU") and **East Stroudsburg Area School District** (hereinafter called "School District") for the following:

Grant Name:	Individuals with Disabilities Education Act of 2004-Part B
Award Number:	H027A190093
CFDA Title and Number:	Special Education-Grants to States – 84.027
Federal Agency:	U.S. Department of Education
Project Number:	RA 062-20-0020
Project Year:	7/1/19 – 9/30/20

Parties to this agreement hereby agree as assure that:

- A. As the primary recipient for the project, the IU is responsible to administer the funds in accordance with IDEA guidelines issued by the USDE; guidelines and directives issued by the PDE; provisions of the State IDEA Plan applicable to the period of this agreement; terms of this agreement; the Governmental Accounting Standards Board; Office of Management and Budget Circular A-133.
- B. As the sub-recipient for the project, the School District is responsible to administer the funds in accordance with IDEA guidelines issued by the USDE; guidelines and directives issued by the PDE; provisions of the State IDEA Plan applicable to the period of this agreement; terms of this agreement; the Governmental Accounting Standards Board; Office of Management and Budget Circular A-133; and to ensure that maintenance of effort requirements in accordance with Code of Federal Regulations Title 34 Section 300.203 (34 CFR §300.203 are met).
- C. **PDE Rights Pursuant to 20 U.S.C. §1413(g)**; the Department may at any time, and within its sole discretion, withhold or redirect any of the funding awarded hereunder in order for the Department to fund any actual or anticipated special education or related services the department determines are appropriate for any students of any grantee or subgrantee, including, without limitation any entitlement to compensatory education ordered by a tribunal of competent jurisdiction or agreed to in any settlement agreement enter into by any subgrantee.
- D. Funds will be used to support appropriate services to school age children eligible for services through these funds. The use of IDEA funds is governed by principles outlined in **Attachment A** and must be accounted for in accordance with the PDE Accounting Bulletin #1998-01, as most recently revised.
- E. School District must submit to the IU a preliminary budget **Attachments B-1, B-2 and B-3** detailing the School District's planned use of IDEA direct pass-thru funds. Any changes in use of IDEA funds must be submitted to the IU by April 30, 2020.
- F. IDEA Funds must be obligated by September 30, 2020.

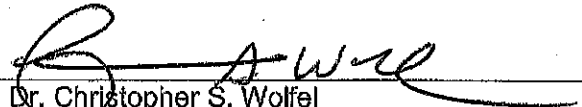
Relationships, Responsiveness, Results

- G. The School District is required to provide supporting documentation for expenditures of IDEA direct pass-thru funds. Requests for reimbursement may be submitted monthly or periodically for payment.
- H. The School District will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents, those records to be available for inspection by a representative and/or auditor of the IU or the PDE.

Payments will be contingent upon receipt of funds from the PDE.

The IDEA allocation for your school district is listed below.

\$ 1,053,806.25
Total Funds (Attachments A & B-1, B-2 & B-3)



Dr. Christopher S. Wolfel
Colonial Intermediate Unit 20, Executive Director

District

0-21-19

Date

Superintendent Signature

Date

Special Education Administrator

Date

Business Administrator

Date

Please return this agreement and Attachments B-1, B-2 and B-3 to Jon Wallitsch by October 31, 2019.

IDEA Funds

Intent

To supplement programs and services for students with disabilities.

General Principles

- Supplement and increase expenditures for children with disabilities
 - May not supplant (34 CFR 300.230)
 - “Comparability” requirement
- Subject to the Single Audit Act
 - Clear audit trail for all expenditures
 - Waivers for disallowances are prohibited (34 CFR § 76.900)
- Distributed by a formula based on (December 1) Child Count
 - (34 CFR § 300.754)
- Local Education Agency Application required

Costs which are allowed (can include, but may not be limited to):

- Extended school year programs including ESY Transportation and ESY for students with disabilities placed out of state through the Special Education Plan Revision Process (SEPRN)
- Supplemental education costs to support the implementation of the Cordero court decision
- Training programs for parents, teachers and professionals/paraprofessionals who work with students with disabilities
- Occupational and physical therapy
- Hearing Impaired Services
- Vision Impaired Services
- Physically Impaired Services
- Audiology
- AT Specialist
- Orientation and Mobility Specialists
- Psychiatrists (MD certified for SED)
- Adaptive Physical Education
- Work Experience Coordinator and Job Coaches
- Speech therapy
- Special Education Teachers
- Clerical staff directly working with allowable professional staff
- Teacher's Aides
- Bus Aides
- Assistive devices
- Psychological Services
- Social Worker
- IEP Specified Nursing Functions
- Program Monitoring and Evaluation
- Early Intervention Services (optional-available to school districts and public charter schools)

Costs which are not allowed (can include, but may not be limited to):

- Any expenditure made before the beginning date or after the ending date of an approved project (July 1, 2019 – June 30, 2020)

Attachment A

- School Transportation (except for field trips, ESY Transportation; etc.)
- Operational costs for school owned property (rent, heat, telephones)
- School administrators
- Construction
- Business costs
- Membership in organizations for individuals
- Travel expenses (except for IDEA paid staff or attendance at IDEA funded activities)
- Rental costs for IU programs housed in school district operated buildings
- Costs related to Legal Counsel and/or Attorney's Fees

V. Items for Discussion

i. Property & Facilities Items:

- i. CRCS Inc. Application #1 for H.S. South Camera Project -
\$181,221.75

Contractor's Application for Payment

Owner: <u>East Stroudsburg Area School District</u>	Owner's Project No.: _____
Engineer: <u>D'Huy Engineering, Inc.</u>	Engineer's Project No.: <u>28715</u>
Contractor: <u>CRCS, Inc.</u>	Contractor's Project No.: <u>N/A</u>
Project: <u>High School South Surveillance Camera Installation</u>	
Contract: <u>N/A</u>	
Application No.: <u>1</u>	Application Date: <u>8/28/2019</u>
Application Period: From <u>7/9/2019</u> to <u>8/28/2019</u>	

1. Original Contract Price	\$	303,182.32
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	303,182.32
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$	190,759.74
5. Retainage		
a. <u>5%</u> X \$ <u>190,759.74</u> Work Completed	\$	9,537.99
b. _____ X \$ <u>-</u> Stored Materials	\$	-
c. Total Retainage (Line 5.a + Line 5.b)	\$	9,537.99
6. Amount eligible to date (Line 4 - Line 5.c)	\$	181,221.75
7. Less previous payments (Line 6 from prior application)		
8. Amount due this application	\$	181,221.75
9. Balance to finish, including retainage (Line 3 - Line 4)	\$	112,422.58

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: CRCS, Inc.

Signature: _____ **Date:** 8/28/2019

<p>Recommended by Engineer</p> <p>By: _____</p> <p>Title: <u>Senior Project Manager</u></p> <p>Date: <u>August 28, 2019</u></p>	<p>Approved by Owner</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>Approved by Funding Agency</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p>

V. Items for Discussion

i. Property & Facilities Items:

- ii. Guyette Communications Application #4 for North Campus
Camera Project - \$22,466.70

APPLICATION AND CERTIFICATION FOR PAYMENT

Produced by Document G702

Page 1 of 2 pages

To (Owner):
 East Stroudsburg Area School District
 50 Vine Street, East Stroudsburg, PA 18301
 From (Contractor):
 Guyette Communications Industries
 90 Narrows Road, Plymouth, PA 18651
 Contract For: General Construction Services / Design Build

Project: North Campus Camera Installation
 Via Architect: D'Huy Engineering, Inc

4
 Distribution to:
 Owner:
 Architect:
 Contractor:
 Period to: 07/30/2019
 Start date: 04/18/2019
 Architect:
 Project No. 287012
 Contract Date:

Contractor's Application for Payment

Change Order Summary		
C.O. Authorized	Date Approved	Description
Authorization 1	Date Approved	Additions
Authorization 2	Date Approved	\$0.00
Authorization 3	Date Approved	\$0.00
Authorization 4	Date Approved	\$0.00
Authorization 5	Date Approved	\$0.00
Authorization 6	Date Approved	\$0.00
Authorization 7	Date Approved	\$0.00
Authorization 8	Date Approved	\$0.00
Totals		\$0.00
Net change by Change Orders		Total Change Order amount =>>
		\$0.00

Application is made for Payment, as shown below, in connection with the Contract Continuation sheet AIA Document G703 is attached.

1. Original Contract Sum \$342,736.00
 2. Net Change by Change orders \$0.00
 3. Contract Sum to date \$342,736.00
 4. Total Complete & Stored to date \$261,618.00
 Column G on G703
 5. Retainage:
 a. 10 % \$261,618.00 \$26,161.80
 10 % of completed work (Column D&E on G703)
 b. 10 % \$0.00 \$0.00
 10 % of Stored Material (Column F on G703)
 Total Retainage (line 5a + 5b or Total in Column I of G703) \$26,161.80
 6. Total Earned Less Retainage \$236,466.20
 (Line 4 less Line 5 total)

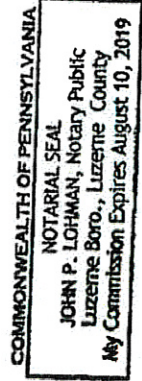
The undersigned Contractor certifies that to the best of the Contractor's knowledge information and the belief he Work covered by this application for Payment has been complete in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous certificates for Payment were issued and payments received from the Owner, that current payment shown herein is now due.

Contractor: Guyette Communications Industries

By: Mary Beth Guyette Pres Date: 7/29/19

8/28/19 Recommended for Payment
 Joshua Griffin Josh Grice
 D'Huy Engineering, Inc.

State of PA County of LUZERNE
 Subscribed and sworn to before me this 29th Day of July, 2019.
 Notary Public: JOHN P. LOHMAN, NOTARY PUBLIC - LUZERNE
 My Commission expires: AUGUST 10, 2019



V. Items for Discussion

i. Property & Facilities Items:

- iii. Guyette Communications Application #5 for North Campus
Camera Project - \$24,674.40

APPLICATION AND CERTIFICATION FOR PAYMENT

To (Owner): East Stroudsburg Area School District
 50 Vine Street, East Stroudsburg, PA 18301

From (Contractor): Guyette Communications Industries
 90 Narrows Road, Plymouth, PA 18651

Contract For: General Construction Services / Design Build

Project: North Campus Camera Installation

Via Architect: D'Huy Engineering, Inc

Start date: 04/18/2019

Architect: 8/20/2019

Project No.: 287012

Contract Date:

Distribution to: Owner: Contractor:

Contractor's Application for Payment

Change Order Summary			
C.O. Authorized	Date Approved	Description	Additions
Authorization 1	Date Approved		\$0.00
Authorization 2	Date Approved		\$0.00
Authorization 3	Date Approved		\$0.00
Authorization 4	Date Approved		\$0.00
Authorization 5	Date Approved		\$0.00
Authorization 6	Date Approved		\$0.00
Authorization 7	Date Approved		\$0.00
Authorization 8	Date Approved		\$0.00
Totals			\$0.00
Net change by Change Orders			Total Change Order amount ==>>

Application is made for Payment, as shown below, in connection with the Contract Continuation sheet AIA Document G703 is attached.

1. Original Contract Sum \$342,736.00

2. Net Change by Change orders \$0.00

3. Contract Sum to date \$342,736.00

4. Total Complete & Stored to date \$289,034.00

Column G on G703

5. Retainage: \$28,903.40

a. 10 % \$289,034.00

b. 10 % \$0.00

10 % of completed work (Column D&E on G703)

10 % of Stored Material (Column F on G703)

Total Retainage (line 5a + 5b or Total in Column I of G703) \$28,903.40

6. Total Earned Less Retainage \$260,130.60

(Line 4 less Line 5 total)

7. Less Previous Certificates for Payments (line 6 from Prior Certificate) \$235,456.20

8. Current Payment Due \$24,674.40

9. Balance to Finish, Plus Retainage \$82,605.40

(Line 3 less Line 6)

The undersigned Contractor certifies that to the best of the Contractor's knowledge information and the belief he Work covered by this application for Payment has been complete in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous certificates for Payment were issued and payments received from the Owner, that current payment shown herein is now due.

Contractor: Guyette Communications Industries

By: *Mary Beth Guyette* Date: 8/20/19

Recommended for Payment: *Josh Grice* Josh Grice
 O'Huy Engineering, Inc.

Notary Public: *Dani P Lohman* Day of August, 2019

My Commission expires: *AUGUST 10, 2023*

State of PA County of Luzerne

Commonwealth of Pennsylvania - Notary Seal
 JOHN P. LOHMAN, Notary Public
 Luzerne County
 My Commission Expires August 10, 2023
 Commission Number 1235900

CONTINUATION SHEET

Document G703

PAGE 2 OF 2 PAGES

Document G702 APPLICATION AND CERTIFICATION FOR PAYMENT, containing,

Contractor's Signed, Certification is attached

In Tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply

APPLICATION NUMBER:

PERIOD TO:

ARCHITECT'S PROJECT NO:

August 20, 2019

August 20, 2019

287012

5

A Line No.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK FROM PREVIOUS APPLICATION (D+E)		E COMPLETED THIS PERIOD	F MATERIAL PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)	PERCENT (G/C)	H BALANCE TO FINISH (C-G)	I Retainer amounts
1	Bonds and Submittals	\$6,500.00	\$6,500.00	\$0.00	\$0.00	\$0.00	\$6,500.00	100.00%	\$0.00	\$650.00
2	Delivery of Cat5A cable	\$49,600.00	\$49,600.00	\$0.00	\$0.00	\$0.00	\$49,600.00	100.00%	\$0.00	\$4,960.00
3	Run cable at Bushkill (46 cameras)	\$17,510.00	\$17,510.00	\$0.00	\$0.00	\$0.00	\$17,510.00	100.00%	\$0.00	\$1,751.00
4	Install sleeve, patch panel, jacks, test, camera, aim	\$7,008.00	\$7,008.00	\$0.00	\$0.00	\$0.00	\$7,008.00	100.00%	\$0.00	\$700.80
5	Run cable at High School (152 cameras)	\$57,760.00	\$57,760.00	\$0.00	\$0.00	\$0.00	\$57,760.00	100.00%	\$0.00	\$5,776.00
6	Install sleeve, patch panel, jacks, test, camera, aim	\$23,256.00	\$23,256.00	\$0.00	\$0.00	\$0.00	\$23,256.00	100.00%	\$0.00	\$2,325.60
7	Run cable at Lehman (130 cameras)	\$49,400.00	\$49,400.00	\$0.00	\$0.00	\$0.00	\$49,400.00	100.00%	\$0.00	\$4,940.00
8	Install sleeve, patch panel, jacks, test, camera, aim	\$19,890.00	\$19,130.00	\$760.00	\$0.00	\$0.00	\$19,890.00	100.00%	\$0.00	\$1,989.00
9	Run cable at Bus Garage and Services	\$6,460.00	\$6,460.00	\$0.00	\$0.00	\$0.00	\$6,460.00	100.00%	\$0.00	\$646.00
10	Install sleeve, patch panel, jacks, test, camera, aim	\$2,601.00	\$2,601.00	\$0.00	\$0.00	\$0.00	\$2,601.00	100.00%	\$0.00	\$260.10
11	Remove old cameras	\$16,800.00	\$15,060.00	\$1,800.00	\$0.00	\$0.00	\$16,800.00	100.00%	\$0.00	\$1,680.00
12	Excavation, Dual 4" conduits and Quasite boxes	\$23,806.00	\$2,000.00	\$21,806.00	\$0.00	\$0.00	\$23,806.00	100.00%	\$0.00	\$2,380.60
13	Fiber, Install, Term and Test	\$5,900.00	\$2,850.00	\$3,050.00	\$0.00	\$0.00	\$5,900.00	100.00%	\$0.00	\$590.00
14	Q Allowance #1 100 each Unit Price 1 Cable install	\$11,400.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$11,400.00	\$0.00
15	Q Allowance #2 25 each Unit Price 2 Camera Install	\$13,325.00	\$1,599.00	\$0.00	\$0.00	\$0.00	\$1,599.00	12.00%	\$11,726.00	\$159.90
16	Q Allowance #3 240 hours Unit Price 3 Journeyman labor	\$28,320.00	\$944.00	\$0.00	\$0.00	\$0.00	\$944.00	3.33%	\$27,376.00	\$94.40
17	Closeout	\$3,200.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	\$3,200.00	\$0.00
18										
19										
	Additional Items	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Total Original Contract sum	\$342,736.00	\$261,618.00	\$27,416.00	\$0.00	\$0.00	\$289,034.00	84.33%	\$53,702.00	\$28,903.40
	Add-ons	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Change order amount total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$0.00
	Grand Totals	\$342,736.00	\$261,618.00	\$27,416.00	\$0.00	\$0.00	\$289,034.00	84.33%	\$53,702.00	\$28,903.40
	Current Payment request minus retainer amount						\$27,416.00	Minus Retainer =	\$24,674.40	
	Total of original contract and change orders	\$342,736.00					\$24,674.40		\$318,061.60	
								7.20%		

V. Items for Discussion

i. Property & Facilities Items:

- iv. C & D Waterproofing Corp. Application #4 for Resica Roof Replacement - \$176,615.10

Contractor's Application For Payment No. 4

To (Owner): East Stroudsburg Area School District	Application Period: 8/31/2019	Application Date: 8/22/2019
Project: Resica Elementary School - Roof Replacement	From (Contractor): C&D Waterproofing Corp	Via (Engineer): D'Huy Engineering, Inc.
Owner's Contract No:	Contractor's Project No.: 19-292	Engineer's Project No.: DE# 287011

APPLICATION FOR PAYMENT


Change Order Summary

Approved Change Orders Number	Additions	Deductions	
			667,715.00
			0.00
			667,715.00
			498,017.50
(Column F on Progress Estimate)			
5. RETAINAGE:			
	a. 10% X \$211,492.50 Work Completed		21,149.25
	b. 10% X \$286,525.00 Stored Material		28,652.50
	c. Total Retainage (Line 5a + Line 5b)		49,801.75
	6 AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)		448,215.75
	7. LESS PREVIOUS PAYMENTS(Line 6 - prior Application)		271,600.65
Totals	8. AMOUNT DUE THIS APPLICATION.....		176,615.10
Net Change By Change Orders	9. BALANCE TO FINISH, PLUS RETAINAGE (Column G on Progress Estimate + Line 5 above).....		219,499.25

CONTRACTOR'S CERTIFICATION

The undersigned Contractor certifies that: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Application for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Payment of: \$ 176,615.10
 (Line 8 or other - attach explanation of other amount)

is recommended by  (Engineer) August 28, 2019 (Date)

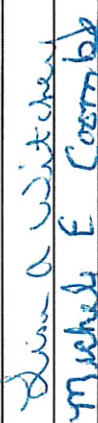
Payment of: _____ (Date)

(Line 8 or other - attach explanation of other amount)

is approved by _____ (Owner) (Date)

Approved by _____ (Date)

Funding Agency (if applicable) _____ (Date)

Notary  Date 8-28-19

Commonwealth of Pennsylvania - Notary Seal
 Lisa A. Witchey, Notary Public
 Columbia County
 My commission expires December 9, 2022
 Commission number 1195475

Progress Estimate

Contractor's Application

For(contract): Resica Elementary School - Roof Replacement		Application Number		Application Date:		8/22/2019		4	
Application Period: 8/31/2019		Work Completed		Materials Presently Stored (not in C or D)		Total Completed and Stored to Date (C+D+E)		% (F) B	
A		B		C		D		E	
Specification Section No.	Description Item	Scheduled Value	From Previous Application (C+D)	This Period	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C+D+E)	% (F) B	Balance to Finish (B-F)	G
1	PAYMENT & PERFORMANCE BONDS	9,650.00	9,650.00	0.00	0.00	9,650.00	100%	0.00	0.00
2	MOBILIZATION / SITE SET-UP	18,000.00	18,000.00	0.00	0.00	18,000.00	100%	0.00	0.00
3	SHINGLE ROOF - STORED MATERIAL	123,115.00	0.00	0.00	123,115.00	123,115.00	100%	0.00	0.00
4	SHINGLE ROOF - LABOR	126,535.00	75,921.00	50,614.00	0.00	126,535.00	100%	0.00	0.00
5	SHINGLE ROOF - METAL - STORED MATERIAL	69,000.00	0.00	0.00	69,000.00	69,000.00	100%	0.00	0.00
6	SHINGLE ROOF - METAL - LABOR	79,850.00	3,992.50	35,932.50	0.00	39,925.00	50%	39,925.00	39,925.00
7	BUILT-UP ROOF - MATERIAL	95,200.00	0.00	0.00	85,680.00	85,680.00	90%	9,520.00	9,520.00
8	BUILT-UP ROOF - LABOR	70,000.00	0.00	0.00	0.00	0.00	0%	70,000.00	70,000.00
9	EQUIPMENT RENTAL	15,000.00	9,000.00	3,000.00	0.00	12,000.00	80%	3,000.00	3,000.00
10	DEMOBILIZATION/SITE CLEAN-UP	4,500.00	0.00	0.00	0.00	0.00	0%	4,500.00	4,500.00
11	WARRANTIES/PROJECT CLOSEOUTS	4,000.00	0.00	0.00	0.00	0.00	0%	4,000.00	4,000.00
12	ALTERNATE #1 - 30 YEAR	9,700.00	0.00	0.00	8,730.00	8,730.00	90%	970.00	970.00
13	ALTERNATE #2 - SKYLIGHT INFILL	10,765.00	0.00	5,382.50	0.00	5,382.50	50%	5,382.50	5,382.50
14	ALLOWANCE #1 - NAILABLE ROOF ISO	9,600.00	0.00	0.00	0.00	0.00	0%	9,600.00	9,600.00
15	ALLOWANCE #2 - STEEL DECKING	3,500.00	0.00	0.00	0.00	0.00	0%	3,500.00	3,500.00
16	ALLOWANCE #3 - 1 X 8 PLYWOOD	2,500.00	0.00	0.00	0.00	0.00	0%	2,500.00	2,500.00
17	ALLOWANCE #4 - ROOFER - (SHINGLE)	16,800.00	0.00	0.00	0.00	0.00	0%	16,800.00	16,800.00
Totals		687,715.00	116,563.50	94,929.00	286,525.00	498,017.50	75%	169,697.50	

V. Items for Discussion

i. Property & Facilities Items:

- v. Jottan, Inc. Application #3 for H.S. North/Lehman Roof Replacement - \$251,595.00

APPLICATION FOR PAYMENT - CONTINUATION SHEET

From:
 Joffan, Inc.
 PO Box 166
 Florence, NJ 08518

To:
 East Stroudsburg Area SD
 50 Vine Street
 East Stroudsburg, PA 18301

Project:
 119010
 INVOICE 119010-003
 North HS and Lehman Intermediate
 Dingmans Ferry, PA 18328

Application No: 3
Application Date: 8/23/2019
Period To: 8/31/2019
Contract Date: 3/19/2019
Architects Project#:

A Item No	B Description of Work	C Contract Value		D Work Completed		E This Period	F Materials Presently Stored (Not In D or E)	G Total Completed and Stored To Date (D+E+F)	% (G/C)	H Balance To Finish (C-G)	I Retainage (If Variable Rate)
		From Previous Application (D + E)	From Previous Application (D + E)	From Previous Application (D + E)	From Previous Application (D + E)						
1	BONDS	82,000.00	82,000.00	0.00	0.00	0.00	0.00	82,000.00	100	0.00	8,200.00
2	PHASE I	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
3	MOBILIZATION	50,000.00	50,000.00	0.00	0.00	0.00	0.00	50,000.00	100	0.00	5,000.00
4	EQUIPMENT	110,000.00	110,000.00	0.00	0.00	0.00	0.00	110,000.00	100	0.00	11,000.00
5	ROOF VACUUM	36,000.00	36,000.00	0.00	0.00	0.00	0.00	36,000.00	100	0.00	3,600.00
6	ROOF DEMO	160,000.00	72,000.00	56,000.00	0.00	0.00	0.00	128,000.00	80	32,000.00	12,800.00
7	ROOFING - MATERIALS	2,219,105.00	2,219,105.00	0.00	0.00	0.00	0.00	2,219,105.00	100	0.00	110,944.30
8	ROOFING - LABOR	517,000.00	232,650.00	180,950.00	0.00	0.00	0.00	413,600.00	80	103,400.00	41,360.00
9	SHEET METAL - MATERIALS	551,640.00	0.00	0.00	0.00	0.00	0.00	0.00	0	551,640.00	0.00
10	SHEET METAL - LABOR	129,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	129,000.00	0.00
11	MASONRY - THRU WALL	225,540.00	157,878.00	0.00	0.00	0.00	0.00	157,878.00	70	67,662.00	15,787.80
12	PLUMBING- DRAINS	106,500.00	53,250.00	42,600.00	0.00	0.00	0.00	95,850.00	90	10,650.00	9,585.00
13	PUNCHLIST	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	5,000.00	0.00
14	PHASE II	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0	0.00	0.00
15	MOBILIZATION	45,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	45,000.00	0.00
16	EQUIPMENT	75,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	75,000.00	0.00
17	ROOF VACUUM	25,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	25,000.00	0.00
18	ROOF DEMO	105,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	105,000.00	0.00
19	ROOFING - MATERIALS	1,225,555.00	0.00	0.00	0.00	0.00	0.00	0.00	0	1,225,555.00	0.00
20	ROOFING - LABOR	321,800.00	0.00	0.00	0.00	0.00	0.00	0.00	0	321,800.00	0.00
21	SHEET METAL - MATERIAL	364,080.00	0.00	0.00	0.00	0.00	0.00	0.00	0	364,080.00	0.00
22	SHEET METAL - LABOR	80,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	80,000.00	0.00
23	MASON-THRU WALL	196,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	196,000.00	0.00
24	PLUMBING - DRAINS	56,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	56,000.00	0.00
25	PUNCHLIST	5,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0	5,000.00	0.00
		6,690,220.00	3,012,883.00	279,550.00	0.00	0.00	0.00	3,292,433.00	49	3,397,787.00	218,277.10

APPLICATION FOR PAYMENT - CONTINUATION SHEET

CAP703

Page 3 of 3 Pages

From:

Joffan, Inc.
PO Box 166
Florence, NJ 08518

To:

East Stroudsburg Area SD
50 Vine Street
East Stroudsburg, PA 18301

Project:

119010
INVOICE 119010-003
North HS and Lehman Intermediate
Dingmans Ferry, PA 18328

Application No: 3

Application Date: 8/23/2019
Period To: 8/31/2019
Contract Date: 3/19/2019
Architect's Project#:

A	B	C	D	E	F	G	H	I
Item No	Description of Work	Contract Value	Work Completed From Previous Application (D + E)	Work Completed This Period	Materials Presently Stored (Not In D or E)	Total Completed and Stored To Date (D+E+F)	Balance To Finish (C - G)	Retainage (If Variable Rate)
								% (G / C)
26	CLOSEOUTS	10,000.00	0.00	0.00	0.00	0.00	10,000.00	0
27	ALLOWANCES	308,415.00	0.00	0.00	0.00	0.00	308,415.00	0
		7,008,635.00	3,012,883.00	279,550.00	0.00	3,292,433.00	3,716,202.00	47
								218,277.10

V. Items for Discussion

i. Property & Facilities Items:

- vi. Trane Pay Application #4 for H.S. North/Lehman ATC Upgrade - \$447,537.89

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET)

INV NBR: 310156312

TO: EAST STROUDSBURG SCHOOL DIST CONTRACT NAME: East Stroudsburg SD North LI/H

CONTRACT NO: 04

APPLICATION NO: 14-AUG-19
 APPLICATION DATE: 14-AUG-19
 PERIOD TO: Signed Proposal
 CUST PROJECT NO:

FROM: Trane
 1185 NORTH WASHINGTON STREET

CONTRACT LOCATION:

See applicable Tax Detail page(s)

WILKES BARRE, PA 18705

CONTRACT DATE: 27-NOV-18
 CONTRACT NUMBER: CID00068098
 CUST PO NO: Signed Proposal

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned Company Certifies that to the best of the Company's knowledge, information and belief, the work covered by this Application For Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due

- 1. ORIGINAL CONTRACT SUM: \$2,838,638.00
- 2. Net Change by Change Orders: \$0.00
- 3. CONTRACT SUM TO DATE:(Line 1 +/-) \$2,838,638.00
- 4. TOTAL COMPLETED & STORED TO DATE: (Column G on Detail Sheet) \$2,122,089.07
- 5. RETAINAGE:
 - a. 10.00% of Completed Work: \$212,208.90
(Columns D + E on Detail Sheet)
 - b. 0.00% of Stored Material: \$0.00
(Column F on Detail Sheet)
- Total Retainage: \$212,208.90
(Line 5a + 5b or Total in Column I of Detail Sheet)
- 6. TOTAL EARNED LESS RETAINAGE: \$1,909,880.17
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: (Line 6 less Line 5 Total) \$1,462,342.28
- 8. CURRENT PAYMENT DUE: \$447,537.89
Before applicable Sales Tax
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE: (Line 3 less line 6) \$928,757.83

COMPANY: Trane
 By: _____ DATE: _____

State of: _____
 County of: _____

Subscribed and sworn to before me this _____ day of _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the undersigned company Certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the company indicated above is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$447,537.89

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Detail Sheet that are changed to conform to the amount certified.)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

CERTIFIER: [Signature] Date: 8/19/19
 ACCEPTANCE: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the company named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the party under this Contract.

DETAIL SHEET

INV NBR: 310156312

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Certification, is attached.

APPLICATION NO: 04
APPLICATION DATE: 14-AUG-19
PERIOD TO: 14-AUG-19

CUST PO NUMBER: Signed Proposal
CONTRACT DATE: 27-NOV-18
CONTRACT NUMBER: CID000668098

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D'ORE)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Engineering	33,050.22	29,745.20	0.00	0.00	0.00	29,745.20	3,305.02	2,974.52
2	Mechanical Installation	634,094.00	0.00	317,047.00	0.00	0.00	317,047.00	317,047.00	31,704.70
3	Programming/Commissioning	248,096.12	124,048.06	0.00	0.00	0.00	124,048.06	124,048.06	12,404.80
4	Project Management	83,652.03	41,826.02	8,365.20	0.00	0.00	50,191.22	33,460.81	5,019.12
5	Material	933,131.83	339,818.65	93,313.18	0.00	0.00	933,131.83	0.00	93,313.18
6	Valves	110,880.00	110,880.00	0.00	0.00	0.00	110,880.00	0.00	11,088.00
7	ATC Installation	795,733.80	478,506.83	78,538.93	0.00	0.00	557,045.76	238,688.04	55,704.58
TOTAL		2,836,638.00	1,624,824.76	497,264.31	0.00	0.00	2,122,089.07	716,548.93	212,208.90

TAX DETAIL SHEET

INV NBR: 310156312

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Certification, is attached.

APPLICATION NO:
APPLICATION DATE:
PERIOD TO:

04
14-AUG-19
14-AUG-19

CUST PO NUMBER:
CONTRACT DATE:
CONTRACT NUMBER:

Signed Proposal
27-NOV-18
CID000688088

Billing this period less retainages: \$447,537.89
Applicable Sales Taxes:
Tax State @ 0.00% \$0.00
Tax County @ 0.00% \$0.00
Tax City @ 0.00% \$0.00
Tax District @ 0.00% \$0.00

Location: EAST STROUDSBURG SCHOOL DIST
257 TIMBERWOLF DRIVE

DINGMANS FERRY, PA 18328



TRANE

Trane U.S. Inc.

3600 PAMMEL CREEK ROAD
LA CROSSE, WI 546017599

PAYMENT REQUISITION

Remit To: Trane U.S. Inc.
PO BOX 408489
ATLANTA, GA 30384-6489

TYPE	INVOICE
*** NUMBER	310156312
DATE	14-AUG-19
PAGE	1
PURCHASE ORDER NUMBER	Signed Proposal
CONTRACT NAME	East Stroudsburg SD North LI/H
CUSTOMER ACCOUNT #	3644415
PREVIOUS #	

Bill EAST STROUDSBURG SCHOOL DIST
To: 50 VINE STREET
EAST STROUDSBURG, PA 18301

Contract Name and Location: See applicable Tax Detail page(s)

Payment Terms	Due Date	Credit Job #	Contract #
N30	13-SEP-19	D424674	CID00068098

Application No. 04 for work completed thru 14-AUG-19

1. ORIGINAL CONTRACT SUM:	\$2,838,638.00	4. TOTAL COMPLETED & STORED TO DATE:	\$2,122,089.07
2. Net Change by Change Orders:	\$0.00	a. Percentage Completed:	<u>74.76%</u>
3. CONTRACT SUM TO DATE:	\$2,838,638.00	5. RETAINAGE:	
		a. <u>10.00%</u> of Completed Work:	\$212,208.90
		b. <u>0.00%</u> of Stored Material:	\$0.00
		Total Retainage	\$212,208.90
		6. TOTAL EARNED LESS RETAINAGE:	\$1,909,880.17
		7. LESS PREVIOUS REQUESTS FOR PAYMENT:	\$1,462,342.28

8. CURRENT PROJECT PAYMENT DUE: (Before Applicable Sales Taxes)	\$447,537.89
9. Applicable Sales Taxes: See applicable Tax Detail page(s)	\$0.00
10. Amount Due This Requisition: Currency: USD	\$447,537.89

*** PLEASE REFERENCE NUMBER 310156312 WITH YOUR PAYMENT

Sections Included: Summary Sheet, Detail Sheet(s) and Tax Detail Sheet(s)

SPECIAL INSTRUCTIONS:

**TRANE**

Trane U.S. Inc.
 3600 PAMMEL CREEK ROAD
 LA CROSSE, WI 546017599

PAYMENT REQUISITION

Remit To: Trane U.S. Inc.
 PO BOX 406469
 ATLANTA, GA 30384-6469

Contract Name and Location: See applicable Tax Detail page(s)

Billed To: EAST STROUDSBURG SCHOOL DIST
 50 VINE STREET
 EAST STROUDSBURG, PA 18301

TYPE	INVOICE
*** NUMBER	310156312
DATE	14-AUG-19
PAGE	1
PURCHASE ORDER NUMBER	Signed Proposal
CONTRACT NAME	East Stroudsburg SD North LI/H
CUSTOMER ACCOUNT #	3644415
PREVIOUS #	

Payment Terms	Due Date	Credit Job #	Contract #
N30	13-SEP-19	D424674	CID00068098

Application No. 04 for work completed thru 14-AUG-19

1. ORIGINAL CONTRACT SUM:	\$2,838,638.00	4. TOTAL COMPLETED & STORED TO DATE:	\$2,122,089.07
2. Net Change by Change Orders:	\$0.00	a. Percentage Completed:	<u>74.76%</u>
3. CONTRACT SUM TO DATE:	\$2,838,638.00	5. RETAINAGE:	
		a. <u>10.00%</u> of Completed Work:	\$212,208.90
		b. <u>0.00%</u> of Stored Material:	\$0.00
		Total Retainage	\$212,208.90
		6. TOTAL EARNED LESS RETAINAGE:	\$1,909,880.17
		7. LESS PREVIOUS REQUESTS FOR PAYMENT:	\$1,462,342.28

8. CURRENT PROJECT PAYMENT DUE: (Before Applicable Sales Taxes)	\$447,537.89
9. Applicable Sales Taxes: See applicable Tax Detail page(s)	\$0.00
10. Amount Due This Requisition: Currency: USD	\$447,537.89
*** PLEASE REFERENCE NUMBER 310156312 WITH YOUR PAYMENT	

Sections Included: Summary Sheet, Detail Sheet(s) and Tax Detail Sheet(s)

SPECIAL INSTRUCTIONS:

APPLICATION AND CERTIFICATION FOR PAYMENT (SUMMARY SHEET)

INV NBR: 310156312

TO: EAST STROUDSBURG SCHOOL DIST

CONTRACT NAME: East Stroudsburg SD North LI/H

APPLICATION NO: 04
 APPLICATION DATE: 14-AUG-19
 PERIOD TO: 14-AUG-19
 CUST PROJECT NO: Signed Proposal

FROM: Trane
 1185 NORTH WASHINGTON STREET
 WILKES BARRE, PA 18705

See applicable Tax Detail page(s)

CONTRACT DATE: 27-NOV-18
 CONTRACT NUMBER: CID00068098
 CUST PO NO: Signed Proposal

APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

The undersigned Company Certifies that to the best of the Company's knowledge, information and belief, the work covered by this Application For Payment has been completed in accordance with the Contract Documents, and that current payment shown herein is now due

- 1. ORIGINAL CONTRACT SUM: \$2,838,638.00
- 2. Net Change by Change Orders: \$0.00
- 3. CONTRACT SUM TO DATE: (Line 1 +/- 2) \$2,838,638.00
- 4. TOTAL COMPLETED & STORED TO DATE: (Column G on Detail Sheet) \$2,122,089.07

- 5. RETAINAGE:
 - a. 10.00% of Completed Work: \$212,208.90
 - b. 0.00% of Stored Material: \$0.00

- 6. TOTAL EARNED LESS RETAINAGE: \$212,208.90
- (Line 4 less Line 5 Total) \$1,909,880.17

- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT: \$1,462,342.28
- (Line 6 from prior Certificate)

- 8. CURRENT PAYMENT DUE: \$447,537.89
- Before applicable Sales Tax

- 9. BALANCE TO FINISH, INCLUDING RETAINAGE: \$928,757.83
- (Line 3 less line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order	\$0.00	

COMPANY: Trane
 By: _____ DATE: _____

State of: _____
 County of: _____
 Subscribed and sworn to before me this _____ day of _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the undersigned company Certifies that to the best of their knowledge, information and belief, the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the company indicated above is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$447,537.89

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Detail Sheet that are changed to conform to the amount certified.)

CERTIFIER: _____ Date: _____

ACCEPTANCE: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the company named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the party under this Contract.

DETAIL SHEET

INV NBR: 310156312

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Certification, is attached.

APPLICATION NO: 04
APPLICATION DATE: 14-AUG-19
PERIOD TO: 14-AUG-19

CUST PO NUMBER: Signed Proposal
CONTRACT DATE: 27-NOV-18
CONTRACT NUMBER: CID00068098

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED (NOT IN D O R E)	G TOTAL COMPLETED AND STORED TO DATE (D + E + F)	H BALANCE TO FINISH (C - G)	I RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Engineering	33,050.22	29,745.20	0.00	0.00	0.00	29,745.20	3,305.02	2,974.52
2	Mechanical Installation	634,094.00	0.00	317,047.00	0.00	0.00	317,047.00	317,047.00	31,704.70
3	Programming/Commissioning	248,096.12	124,048.06	0.00	0.00	0.00	124,048.06	124,048.06	12,404.80
4	Project Management	83,652.03	41,826.02	8,365.20	0.00	0.00	50,191.22	33,460.81	5,019.12
5	Material	933,131.83	839,818.65	93,313.18	0.00	0.00	933,131.83	0.00	93,313.18
6	Valves	110,880.00	110,880.00	0.00	0.00	0.00	110,880.00	0.00	11,088.00
7	ATC Installation	795,733.80	478,506.83	78,538.93	0.00	0.00	557,045.76	238,688.04	55,704.58
TOTAL		2,838,638.00	1,624,824.76	497,264.31	0.00	0.00	2,122,089.07	716,548.93	212,208.90

TAX DETAIL SHEET

INV NBR: 310156312

APPLICATION AND CERTIFICATE FOR PAYMENT,
containing Certification, is attached.

APPLICATION NO: 04
APPLICATION DATE: 14-AUG-19
PERIOD TO: 14-AUG-19

CUST PO NUMBER: Signed Proposal
CONTRACT DATE: 27-NOV-18
CONTRACT NUMBER: CID00068098

Location: EAST STROUDSBURG SCHOOL DIST
257 TIMBERWOLF DRIVE

DINGMANS FERRY, PA 18328

Billings this period less retainage: \$447,537.89
Applicable Sales Taxes:
Tax State @ 0.00% \$0.00
Tax County @ 0.00% \$0.00
Tax City @ 0.00% \$0.00
Tax District @ 0.00% \$0.00

V. Items for Discussion

i. Property & Facilities Items:

vii. Trane H.S. North/Lehman Controls Project - \$49,587.00

V.I.A. 1



Trane U.S. Inc.
1185 North Washington Street
Wilkes Barre, Pa. 18705

September 4, 2019

Attention: **Scott Ihle**
Director of Facilities
East Stroudsburg Area School District
321 N Courtland St
East Stroudsburg, PA, 18301

Project Name: North Site Controls Project Deficiencies

Opportunity number: 2736877

Scope of Service:

1. Project management – Coordination and scheduling of all deliveries and tradesman to meet customer's expectations, while maintaining an injury and accident free work site.
2. Remove and replace the Griswold Automatic Flow Controls to include isolation "S" on the supply, isolation "U" on the return, and isolation "R" 2 P/T test plugs. This will be conducted on units C17, C35, C26, CHM4, D2, F5, L9, L15, CHL2, AHU-7, AHU-6, HX-3, AHU-10, LIS TB-33, HSN TB-31, LIS-UV SEM-2D, and HX-8.
3. Hot water coil in VAV TB 33 will be replaced.

Clarifications:

1. East Stroudsburg Area School District has elected to internally take care of the below list of discrepancies, and this pricing is NOT included in this quote:
 - a. Replacement of motors and/or condensate pans in units/rooms K117, N (Aux Gym), N-02 (Trainer), J112S/J-09 (Woodshop), J112N/J-10 (Woodshop), AHU-15, D118 (Tech Ed), D120 (Music), D122 (Band), F100, C215N (Computer), D217 (Home Ec), HSN K2, C102, C208, C308, C313, K213 (K-09), K114, J111, and UV-A (Weight Room).
 - b. Motor and wiring issues in units/rooms J112 (J10), K217, D122 (D9), C307, H204, K217, K212, and K213.
 - c. Griswold Automatic Flow Controls for units/rooms C-111 and H-107.
 - d. Face/Bypass Dampers for HX-11 and HX-12.
2. Any service not listed is not included.
3. Work will be performed during 2nd shift and/or overtime hours, so classrooms are unaffected.
4. Applicable taxes and fees will be added at time of final invoice.
5. We will reuse existing/new control valves.
6. This quote is based on shut off @ main and valves holding.
7. Balancing of the system is not included.

Exclusions:

1. Holiday, bond, permits.

Price.....\$ 49,587.00

Thank you for giving us this opportunity to earn your business. If you have any questions or concerns, please call me at (570) 332-1880.

Sincerely,

Vincent DeAngelis
Trane | Ingersoll Rand
Services Account Manager
(570) 332-1880
1185 N Washington St
Wilkes Barre, PA 18705
United States

This proposal is valid 30 days.

This agreement is subject to Customer's acceptance of the attached Trane Services Terms and Conditions.

CUSTOMER ACCEPTANCE	
Authorized Representative	_____
Printed Name	_____
Title	_____
Purchase Order	_____
Acceptance Date	_____

TERMS AND CONDITIONS-- COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc..

1. **Acceptance Agreement.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counter-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be canceled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Pricing and Taxes.** Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable labor/labour do not include sales tax and taxes will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the prices are subject to renegotiation, or at Company's option, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to increase equal to the percentage increase in list prices during that period of delay and Company may charge Customer with incurred storage fees.
3. **Exclusions from Work.** Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.
4. **Performance.** Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work. Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.
5. **Payment.** Customer shall pay Company's invoices within net 30 days of invoice date. Company may invoice Customer for all equipment or material furnished, whether delivered to the installation site or to an off-site storage facility and for all Work performed on-site or off-site. No retention shall be withheld from any payments except as expressly agreed in writing by Company, in which case retention shall be reduced per the contract documents and released no later than the date of substantial completion. Under no circumstances shall any retention be withheld for the equipment portion of the order. If payment is not received as required, Company may suspend performance and the time for completion shall be extended for a reasonable period of time not less than the period of suspension. Customer shall be liable to Company for all reasonable shutdown, standby and start-up costs as a result of the suspension. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all equipment from Company to secure payment in full of all amounts due Company and its order for the equipment, together with these terms and conditions, form a security agreement. Customer shall keep the equipment free of all taxes and encumbrances, shall not remove the equipment from its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.
6. **Time for Completion.** Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its representative for commencement, progress or completion are estimates only. While Company shall use commercially reasonable efforts to meet such estimated dates, Company shall not be responsible for any damages for late failure to do so.
7. **Access.** Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site's owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, Internet or other agreed upon means) to Customer's building automation system (BAS) and/or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.
8. **Completion.** Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the excepted items have been completed. Customer's failure to cooperate and complete any of said inspections within the required time limits shall constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.
9. **Permits and Governmental Fees.** Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, regulations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.
10. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
11. **Concealed or Unknown Conditions.** In the performance of the Work, if Company encounters conditions at the Work site that are (i) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost, or time required for, performance of any part of the Work, Company shall be entitled to, and Customer shall consent by Change Order to, an equitable adjustment in the Contract Price, contract time, or both.
12. **Pre-Existing Conditions.** Company is not liable for any claims, damages, losses, or expenses, arising from or related to conditions that existed in, on, or upon the Work site before the Commencement Date of this Agreement ("Pre-Existing Conditions"), including, without limitation, damages, losses, or expenses involving Pre-Existing Conditions of building envelope issues, mechanical issues, plumbing issues, and/or indoor air quality issues involving mold/moisture and fungi. Company also is not liable for any claims, damages, losses, or expenses, arising from or related to work done by or services provided by individuals or entities that are not employed by or hired by Company.
13. **Asbestos and Hazardous Materials.** Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (hereinafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are no Hazardous Materials on the Work site that will in any way affect Company's Work and Customer has disclosed to Company the existence and location of any Hazardous Materials in all areas within which Company will be performing the Work. Should Company become aware of or suspect the presence of Hazardous Materials, Company may immediately stop work in the affected area and shall notify Customer. Customer will be exclusively responsible for taking any and all action necessary to correct the condition in accordance with all applicable laws and regulations. Customer shall be exclusively responsible for and, to the fullest extent permitted by law, shall indemnify and hold harmless Company (including its employees, agents and subcontractors) from and against any loss, claim, liability, fees, penalties, fines (including death) or liability of any nature, and the payment thereof arising out of or relating to any Hazardous Materials on or about the Work site, not brought onto the Work site by Company. Company shall be required to resume performance of the Work in the affected area only in the absence of Hazardous Materials

or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. **Force Majeure.** Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majeure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (1) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (2) be terminated upon 10 days notice to Customer, in which event Customer shall pay Company for all parts of the Work furnished to the date of termination. An "Event of Force Majeure" shall mean any cause or event beyond the control of Company. Without limiting the foregoing, "Event of Force Majeure" includes: acts of God; acts of terrorism, war or the public enemy; flood; earthquake; tornado; storm; fire; civil disobedience; pandemic insurrections; riots; labor/labour disputes; labor/labour or materials shortages; sabotage; restraint by court order or public authority (whether valid or invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

15. **Customer's Breach.** Each of the following events or conditions shall constitute a breach by Customer and shall give Company the right, without an election of remedies, to terminate this Agreement or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; or (2) any general assignment by Customer for the benefit of its creditors, or if Customer becomes bankrupt or insolvent or takes the benefit of any statute for bankrupt or insolvent debtors, or makes or proposes to make any proposal or arrangement with creditors, or if any steps are taken for the winding up or other termination of Customer or the liquidation of its assets, or if a trustee, receiver, or similar person is appointed over any of the assets or interests of Customer; (3) Any representation or warranty furnished by Customer in this Agreement is false or misleading in any material respect when made; or (4) Any failure by Customer to perform or comply with any material provision of this Agreement. Customer shall be liable to Company for all Work furnished to date and all damages sustained by Company (including lost profit and overhead).

16. **Indemnity.** To the fullest extent permitted by law, Company and Customer shall indemnify, defend and hold harmless each other from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorney's fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of their respective employees or other authorized agents in connection with their activities within the scope of this Agreement. Neither party shall indemnify the other against claims, damages, expenses or liabilities to the extent attributable to the acts or omissions of the other party. If the parties are both at fault, the obligation to indemnify shall be proportional to their relative fault. The duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination.

17. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, OR PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS, LOST DOLLAR SAVINGS, OR LOST ENERGY USE SAVINGS, EVEN IF A PARTY HAS BEEN ADVISED OF SUCH POSSIBLE DAMAGES OR IF SAME WERE REASONABLY FORESEEABLE AND REGARDLESS OF WHETHER THE CAUSE OF ACTION IS FRAMED IN CONTRACT, NEGLIGENCE, ANY OTHER TORT, WARRANTY, STRICT LIABILITY, OR PRODUCT LIABILITY). In no event will Company's liability in connection with the provision of products or services or otherwise under this Agreement exceed the entire amount paid to Company by Customer under this Agreement.

18. **Patent Indemnity.** Company shall protect and indemnify Customer from and against all claims, damages, judgments and loss arising from infringement or alleged infringement of any United States patent by any of the goods manufactured by Company and delivered hereunder, provided that in the event of suit or threat of suit for patent infringement, Company shall promptly be notified and given full opportunity to negotiate a settlement. Company does not warrant against infringement by reason of Customer's design of the articles or the use thereof in combination with other materials or in the operation of any process. In the event of litigation, Customer agrees to reasonably cooperate with Company. In connection with any proceeding under the provisions of this Section, all parties concerned shall be entitled to be represented by counsel at their own expense.

19. **Limited Warranty.** Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). Trans equipment sold on an unlabelled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required start-up and is sold in North America will not be warranted by Company unless Company performs the product start-up. Substantial completion shall be the earlier of the date that the Work is sufficiently complete so that the Work can be utilized for its intended use or the date that Customer receives beneficial use of the Work. If such defect is discovered within the Warranty Period, Company will correct the defect or furnish replacement equipment (or, at its option, parts therefor) and, if said equipment was installed pursuant hereto, labor/labour associated with the replacement of parts or equipment not conforming to this Limited Warranty. Defects must be reported to Company within the Warranty Period. Exclusions from this Limited Warranty include damage or failure arising from wear and tear, corrosion, erosion, deterioration, Customer's failure to follow the Company-provided maintenance plan; refrigerant not supplied by Trans; and modifications made by others to Company's equipment. Company shall not be obligated to pay for the cost of lost refrigerant. Notwithstanding the foregoing, all warranties provided herein terminate upon termination or cancellation of this Agreement. No warranty liability whatsoever shall attach to Company until the Work has been paid for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE. COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS.

20. **Insurance.** Company agrees to maintain the following insurances while the Work is being performed with limits not less than shown below and will, upon request from Customer, provide a Certificate of evidencing the following coverage:

Commercial General Liability	\$2,000,000 per occurrence
Automobile Liability	\$2,000,000 CSL
Workers Compensation	Statutory Limits

If Customer has requested to be named as an additional insured under Company's insurances policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive its right of subrogation.

21. **Commencement of Statutory Limitation Period.** Except as to warranty claims, as may be applicable, any applicable statutes of limitation for acts or failures to act shall commence to run, and any alleged cause of action stemming therefrom shall be deemed to have occurred, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

22. **General.** Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the Works performed. Any action or suit arising out of or related to this Agreement must be commenced within one year after the cause of action has accrued. To the extent the Work site is owned and/or operated by any agency of the Federal Government, determination of any substantive issue of law shall be according to the Federal common law of Government contracts as enunciated and applied by Federal judicial bodies and boards of contract appeals of the Federal Government. This Agreement contains all of the agreements, representations and understandings of the parties and supersedes all previous understandings, commitments or agreements, oral or written, related to the subject matter hereof. This Agreement may not be amended, modified or terminated except by a writing signed by the parties hereto. No documents shall be incorporated herein by reference except to the extent Company is a signatory thereon. If any term or condition of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, all other terms and conditions of this Agreement will nevertheless remain in full force and effect as long as the economic or legal substance of the transaction contemplated hereby is not affected in a manner adverse to any party hereto. Customer may not assign, transfer, or convey this Agreement, or any part hereof, or its right, title or interest herein, without the written consent of the Company. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of Customer's permitted successors and assigns. This Agreement may be executed in several counterparts, each of which when executed shall be deemed to be an original, but all together shall constitute but one and the same Agreement. A fully executed facsimile copy hereof or the several counterparts shall suffice as an original.

23. **Equal Employment Opportunity/Affirmative Action Clause.** Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 80-1 through 80-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part

80-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-260 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 62.212-5(e)(1). Company complies with 62.219-8 or 62.219-9 in its service and installation contracting business.

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 62.219-8; 62.222-26; 62.222-35; 62.222-33; 62.222-33; 62.247-84. If the Work is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

25. Limited Waiver of Sovereign Immunity. If Customer is an Indian tribe (in the U.S.) or a First Nation or Band Council (in Canada), Customer, whether acting in its capacity as a government, governmental entity, a duly organized corporate entity or otherwise, for itself and for its agents, successors, and assigns: (1) hereby provides this limited waiver of its sovereign immunity as to any damages, claims, lawsuit, or cause of action (herein "Action") brought against Customer by Company and arising or alleged to arise out of the furnishing by Company of any product or service under this Agreement, whether such Action is based in contract, tort, strict liability, civil liability or any other legal theory; (2) agrees that jurisdiction and venue for any such Action shall be proper and valid (a) if Customer is in the U.S., in any state or United States court located in the state in which Company is performing this Agreement or (b) if Customer is in Canada, in the superior court of the province or territory in which the work was performed; (3) expressly consents to such Action, and waives any objection to jurisdiction or venue; (4) waives any requirement of exhaustion of tribal court or administrative remedies for any Action arising out of or related to this Agreement; and (5) expressly acknowledges and agrees that Company is not subject to the jurisdiction of Customer's tribal court or any similar tribal forum, that Customer will not bring any action against Company in tribal court, and that Customer will not avail itself of any ruling or direction of the tribal court permitting or directing it to suspend its payment or other obligations under this Agreement. The individual signing on behalf of Customer warrants and represents that such individual is duly authorized to provide this waiver and enter into this Agreement and that this Agreement constitutes the valid and legally binding obligation of Customer, enforceable in accordance with its terms.

1-28.261-10(0316)
Supersedes 1-28.261-10(0814)

V. Items for Discussion

i. Property & Facilities Items:

viii. Trane 5-Year Service Agreement – Year 3 - 10 Schools

V.I.F.1



TRANE

Trane U.S. Inc.
3609 Pammel Creek Road
La Crosse WI 54601-7599

For questions concerning this invoice,
please call 888-832-8266.

REMIT TO:

TRANE US INC.
PO BOX 406469
ATLANTA, GA 30384-6469

SOLD TO:

EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187190	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/MOB NAME MASTER CONTRACT #208321	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644415	
PREVIOUS #	
ORDERING LOCATION	CREDIT ORDER/PROJECT # 2083210
SALES ORDER/CALLS/CONTRACT # 2083210	

ORDERING LOCATION

CREDIT ORDER/PROJECT #
2083210

SALES ORDER/CALLS/CONTRACT #
2083210

PAYMENT TERMS	DUPLICATE DATE	FOB	FREIGHT TERMS	SHIP/CLOSE DATE	SHIP VIA	SHIPPING REFERENCE
N30	26-SEP-19			27-AUG-19		
ITEM	DESCRIPTION	DOM/MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT.					
1	MIDDLE SMITHFIELD ELEMENTARY Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
2	MIDDLE SMITHFIELD ELEMENTARY Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187190 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT ACCOUNT MUST BE CURRENT						
SPECIAL INSTRUCTIONS:						

To view or pay your invoice online
Visit www.comfortsite.com.
Now also sign up at www.trane.com/invoices.

*** TOTAL	TAX	FREIGHT	TOTAL
3,207.00	0.00	0.00	3,207.00

Federal Tax ID: 25-0900465

Currency: USD

0.5% Discount
*Payment within 10 days of invoice date
*Account must be current

FORM 08/19/08



TRANE

Trane U.S. Inc.
3600 Ramoth Creek Road
La Crosse WI 54601-7399

For questions concerning this invoice,
please call 888-832-5266.

SHIP TO:

TRANE US INC.
PO BOX 406409
ATLANTA, GA 30384-6469

SOLD TO:

EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187191	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/JOB NAME MASTER CONTRACT #208321	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644415	
PREVIOUS #	
ORDERING LOCATION	CREDIT JOB/PROJECT # 2083214
SALES ORDER#CALL#CONTRACT# 2083214	

ORDERING LOCATION

CREDIT JOB/PROJECT #
2083214

SALES ORDER#CALL#CONTRACT#
2083214

PAYMENT TERMS N30		DUE DATE 26-SEP-19		FOB		FREIGHT TERMS		SHIP/CLOSE DATE 27-AUG-19		SHIP VIA		SHIPPING REFERENCE	
ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT								
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD, ACCOUNT MUST BE CURRENT.												
1	SMITHFIELD ELEMENTARY Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00										
2	SMITHFIELD ELEMENTARY Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00										
* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187191 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT ACCOUNT MUST BE CURRENT													
SPECIAL INSTRUCTIONS:													

To view or pay your invoice online Visit www.comfortsite.com New users sign up at www.trane.com/invoicos .		** TOTAL	TAX	FREIGHT	TOTAL
COPY		3,207.00	0.00	0.00	3,207.00

Federal Tax ID: 25-0900465

Currency: USD

0.5% Discount:
*Payment within 10 days of invoice date
*Account must be current



TRANE

Trane US, Inc.
3698 Pammel Creek Road
La Crosse WI 54601-7399

REMIT TO:
TRANE US INC,
PO BOX 406469
ATLANTA, GA 30384-6469

For questions concerning this invoice,
please call 888-832-5266.

SOLED TO:
EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:
EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187185	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/JOB NAME MASTER CONTRACT #208317	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644415	
PREVIOUS #	
ORDERING LOCATION	CREDIT JOB/PROJECT # 2083173
SALES ORDER# / CALL# / CONTRACT# 2083173	

ORDERING LOCATION	CREDIT JOB/PROJECT # 2083173	SALES ORDER# / CALL# / CONTRACT# 2083173
-------------------	--	--

PAYMENT TERMS N30	DUE DATE 26-SEP-19	FOR	FREIGHT TERMS	SHIP/CLOSE DATE 27-AUG-19	SHIP VIA	SHIPPING REFERENCE
-----------------------------	------------------------------	-----	---------------	-------------------------------------	----------	--------------------

ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT.		0.00		
1	EAST STROUDSBURG ELEMENTARY Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00		
2	EAST STROUDSBURG ELEMENTARY Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00		

* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187185 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT ACCOUNT MUST BE CURRENT

SPECIAL INSTRUCTIONS:

** TOTAL	TAX	FREIGHT	TOTAL
4,074.00	0.00	0.00	4,074.00

To view or pay your invoice online
Visit www.comfortsite.com.
New users sign up at www.trane.com/invoices.

Federal Tax ID: 23-0900465

Currency: USD

0.5% Discount
*Payment within 10 days of invoice date
*Account must be current

Form 052310108



TRANE

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse WI 54601-7599

REMIT TO:

TRANE US INC.
PO BOX 406469
ATLANTA, GA 30384-6469

For questions concerning this invoice,
please call 888-832-5266.

SOLD TO:

EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNT'S PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187184	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/JOB NAME MASTER CONTRACT #2083167	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644415	
PREVIOUS #	
ORDERING LOCATION	CREDIT JOB/PROJECT # 2083167
SALES ORDER/CALL#/CONTRACT# 2083167	

PAYMENT TERMS	DUPLICATE DATE	POB	FREIGHT TERMS	SHIP/CLOSE DATE	SHIP VIA	SHIPPING REFERENCE
N30	26-SEP-19			27-AUG-19		
ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT.					
1	BUSHKILL ELEMENTARY Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
2	BUSHKILL ELEMENTARY Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187184 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT ACCOUNT MUST BE CURRENT						
SPECIAL INSTRUCTIONS:						

To view or pay your invoice online
Visit www.tranefirst.com
New users sign up at www.trane.com/invoices.

COPY

**TOTAL	TAX	FREIGHT	TOTAL
4,276.00	0.00	0.00	4,276.00

Federal Tax ID: 25-0900465

Currency: USD

0.5% Discount
*Payment within 10 days of Invoice date
*Account must be current



TRANE

Trane U.S. Inc.
3600 Pammel Creek Road
La Crosse WI 54601-7599

For questions concerning this invoice,
please call 888-832-5266.

SHIP TO:

TRANE US INC.
PO BOX 406469
ATLANTA, GA 30384-6469

SOLD TO:

EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO SERVICE LOCATION:

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187187	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER SIGNED AGREEMENT GARY	
PROJECT/WORK NAME MASTER CONTRACT #208318	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644415	
PREVIOUS #	
ORDERING LOCATION	SALES ORDER#/CALL# / CONTRACT# 2083189

ORDERING LOCATION

CREDIT JOB / PROJECT #
2083189

PAYMENT TERMS N30	DUE DATE 26-SEP-19	FOB	FREIGHT TERMS	SHIP/CLOSE DATE 27-AUG-19	SHIP VIA	SHIPPING REFERENCE
-----------------------------	------------------------------	-----	---------------	-------------------------------------	----------	--------------------

ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT.		0.00		
1	JM HILL ELEMENTARY Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00		
2	JM HILL ELEMENTARY Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00		

* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187187 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT ACCOUNT MUST BE CURRENT

SPECIAL INSTRUCTIONS:

*** TOTAL	TAX	FREIGHT	TOTAL
6,179.00	0.00	0.00	6,179.00

To view or pay your invoice online
Visit www.comfortsbiz.com
New users sign up at www.trane.com/invoices.

Federal Tax ID: 25-0900465

Currency: USD

0.5% Discount
*Payment within 10 days of invoice date
*Account must be current

Form 011118US



TRANE

Trane U.S. Inc.
3600 Pennel Creek Road
La Crosse WI 54601-7599

REMIT TO:

TRANE US INC.
PO BOX 406469
ATLANTA, GA 30384-6469

For questions concerning this invoice,
please call 888-832-5266.

SOLD TO:

EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187182	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/JOB NAME MASTER CONTRACT #2025769	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644415	
PREVIOUS #	
ORDERING LOCATION	CREDIT JOB/PROJECT # 2025769
SALES ORDER/CALL/CONTRACT # 2025769	

ORDERING LOCATION

CREDIT JOB/PROJECT #
2025769

SALES ORDER/CALL/CONTRACT #
2025769

PAYMENT TERMS	DUE DATE	FOB	FREIGHT TERMS	SHIP/CLOSE DATE	SHIP VIA	SHIPPING REFERENCE
N30	26-SEP-19			27-AUG-19		
ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT					
1	RESICA ELEMENTARY Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
2	RESICA ELEMENTARY Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187182 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT; ACCOUNT MUST BE CURRENT						
SPECIAL INSTRUCTIONS:						

*** TOTAL	TAX	FREIGHT	TOTAL
\$,335.00	0.00	0.00	\$,335.00

To view or pay your invoice online
Visit www.comfortsystems.com
New users sign up at www.trane.com/invoicing

Federal Tax ID: 25-0900465

Currency: USD

0.5% Discount;
*Payment within 10 days of invoice date
*Account must be current



TRANE

Trane U.S. Inc.
3600 Fournel Creek Road
La Grange WI 54601-7599

SHIP TO:

TRANE US INC.
PO BOX 406469
ATLANTA, GA 30384-6469

For questions concerning this invoice,
please call 888-832-5266.

BUYER:

EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187188	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/MOR NAME MASTER CONTRACT#208319	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT# 3644415	
PREVIOUS #	
ORDERING LOCATION	CREDIT JOB/PROJECT # 2083196
SALES ORDER/CALL#/CONTRACT# 2083196	

ORDERING LOCATION

CREDIT JOB/PROJECT #
2083196

SALES ORDER/CALL#/CONTRACT#
2083196

PAYMENT TERMS N30	DUE DATE 26-SEP-19	FOB	FREIGHT TERMS	SHIP/CLOSE DATE 27-AUG-19	SHIP VIA	SHIPPING REFERENCE
-----------------------------	------------------------------	-----	---------------	-------------------------------------	----------	--------------------

ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT.		0.00		
1	JT LAMBERT INTERMEDIATE Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00		
2	JT LAMBERT INTERMEDIATE Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00		

* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187188 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT ACCOUNT MUST BE CURRENT

SPECIAL INSTRUCTIONS:

***TOTAL	TAX	FREIGHT	TOTAL
9,686.00	0.00	0.00	9,686.00

To view or pay your invoice online
Visit www.comfortsite.com
New users sign up at www.trane.com/invoices.

Federal Tax ID: 25-090465

Currency: USD

0.5% Discount
*Payment within 10 days of invoice date
*Account must be current

ZINC3190004



TRANE

Trane US, Inc.
3600 Farnowl Creek Road
La Crosse WI 54601-7599

REMIT TO:
TRANE US INC.
PO BOX 406469
ATLANTA, GA 30384-6469

For questions concerning this invoice,
please call 888-832-5266.

SOLD TO:
EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:
EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187189	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/JOB NAME MASTER CONTRACT #208320	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644415	
PREVIOUS #	
ORDERING LOCATION	CREDIT JOB/PROJECT # 2083204
SALES ORDER#CALL#CONTRACT# 2083204	

ORDERING LOCATION	CREDIT JOB/PROJECT # 2083204	SALES ORDER#CALL#CONTRACT# 2083204
-------------------	---------------------------------	---------------------------------------

PAYMENT TERMS	DUE DATE	VOU	FREIGHT TERMS	SHIP/CLOSE DATE	SHIP VIA	SHIPPING REFERENCE
N30	26-SEP-19			27-AUG-19		
ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE. ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT.					
1	LEHMAN INTERMEDIATE AND HIGH S Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
2	LEHMAN INTERMEDIATE AND HIGH S Line Note: Contract Type is HAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187189 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT ACCOUNT MUST BE CURRENT						
SPECIAL INSTRUCTIONS:						

To view or pay your invoice online
Visit www.paymentsite.com
New users sign up at www.trane.com/invoicing

** TOTAL	TAX	FREIGHT	TOTAL
14,344.00	0.00	0.00	14,344.00

Federal Tax ID: 33-0980465

Currency: USD

0.5% Discount
*Payment within 10 days of invoice date
*Account must be current

FORM 1099-INT



TRANE

Trane US, Inc.
3600 Punnett Creek Road
La Crosse WI 54601-7399

For questions concerning this invoice,
please call 888-832-5266.

REMIT TO:

TRANE US INC.
PO BOX 406469
ATLANTA, GA 30384-6469

SOLD TO:

EAST STROUDSBURG SCHOOL DIST
ATTN: ACCOUNTS PAYABLE
50 VINE STREET
EAST STROUDSBURG, PA 18301

SHIP TO/SERVICE LOCATION:

EAST STROUDSBURG SCHOOL DIST
50 VINE STREET
EAST STROUDSBURG, PA 18301

TYPE INVOICE	
* NUMBER 310187186	
DATE 27-AUG-19	PAGE 1 of 1
PURCHASE ORDER NUMBER 17000104	
PROJECT/JOB NAME MASTER CONTRACT #2083185	
ORIGINAL SYSTEM NUMBER	
CUSTOMER ACCOUNT # 3644413	
PREVIOUS #	
ORDERING LOCATION	CREDIT JOB/PROJECT # 2083185
SALES ORDER/CALL#CONTRACT# 2083185	

ORDERING LOCATION

CREDIT JOB/PROJECT #
2083185

SALES ORDER/CALL#CONTRACT#
2083185

PAYMENT TERMS	DUE DATE	FOB	FREIGHT TERMS	SHIP/CLOSE DATE	SHIP VIA	SHIPPING REFERENCE
N30	26-SEP-19			27-AUG-19		
ITEM	DESCRIPTION	UOM / MULT	QUANTITY	UNIT PRICE	EXTENDED AMOUNT	
	PAYMENT TERM 3% NET 15 DAYS SUPERSEDES ALL OTHER OFFERS AND IS NOT AN ADDITIVE ANNUAL AMOUNT MUST BE PAID IN ORDER TO QUALIFY FOR DISCOUNT. DISCOUNT IS NOT APPLICABLE TO TAX OR PAYMENTS BY CREDIT CARD. ACCOUNT MUST BE CURRENT.					
1	EAST STROUDSBURG HIGH SCHOOL S Line Note: Contract Type is BAS Scheduled Maintenance; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
2	EAST STROUDSBURG HIGH SCHOOL S Line Note: Contract Type is Scheduled Maintenance Inspection; Billing Frequency is ANNUAL; Billing Period Begins on 07/01/2019		1.00			
* PLEASE REFERENCE NUMBER WITH YOUR PAYMENT 310187186 ** PAY IN 10 DAYS FOR 0.5% DISCOUNT; ACCOUNT MUST BE CURRENT						
SPECIAL INSTRUCTIONS:						

To view or pay your invoice online, visit www.comfortsystems.com . No need to sign up at www.trane.com/invoices .		TOTAL	TAX	FREIGHT	TOTAL
		7,739.00	0.00	0.00	7,739.00

Federal Tax ID: 25-0900465

Currency: USD

0.5% Discount
*Payment within 10 days of invoice date
*Account must be current

Form 08149113