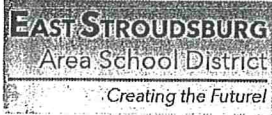


V. ITEMS FOR DISCUSSION

- a. Approve the quote for Everyday Speech - \$6,091.83



Shahida Jones <shahida-jones@esasd.net>

Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>
To: shahida-jones@esasd.net

Tue, Jul 25, 2023 at 8:50 AM

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (shahida-jones@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Shahida Jones

Department *

Pupil Services

Building *

Admin office

What service or item are requesting *

Social Skills and Small group counseling program

Why are you requesting the service or item *

This would be an additional resource to be used by the Mental Health Workers in the Emotional Support classrooms as well as, the elementary school counselors to support their small groups.

Suggested replacement *

Everyday Speech as an additional resource for our mental health workers and school counselors. This will allow for more meaningful groups on various topics.

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

Yes.

Everyday Speech \$6,091.83

Committee for Children (Second Step digital Program) \$12,090.60

Character Strong \$33,835

What is the total cost of the purchase? *

\$6,091.83

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other:

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

.....

Which Fund will be charged? *

10 ▼

What account will be charged? *

10-2190-650-000-00-000-009-000-0000

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. *

Everyday Speech, it is the lowest priced proposal and best fits the needs for the students who will be using it.

Any additional information you would like to provide.

.....

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[Report Abuse](#)

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the Intended recipient(s) and contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email, and destroy all copies of the original message.

Everyday Speech

East Stroudsburg Area School District - 17 Premium SCC Licenses (1 Year)

East Stroudsburg Area School District

321 N Courtland St
E Stroudsburg, Pennsylvania 18301
United States

Reference: 20230323-112000350

Quote created: March 23, 2023

Quote expires: August 15, 2023

Quote created by: Katie Flowers

Partnership Specialist

katie@everydayspeech.com

Kristen Long

kristen-long@esasd.net
570-424-8500 ext. 10723

Comments from Katie Flowers

Your educators will receive *complimentary* access to our curriculum for this spring as soon as the PO or MOU is received. Your paid subscription term will start July 15, 2023 - July 15, 2024 unless specified otherwise on PO.

Pricing reflects licensing for 1 year.

Premium Plan: Premium student management

- Create unlimited Saved Lists
- Manage progress for unlimited students
- Send unlimited homework assignments

Products & Services

Item & Description	Quantity	Unit Price	Total
Premium (Annual) - Quote (Enterprise)	17	\$399.99 / year	\$6,799.83 / year

Subtotals

Annual subtotal	\$6,799.83
-----------------	------------

Other Fees

Bulk Discount	(\$708.00)
---------------	------------

Total	\$6,091.83
--------------	-------------------

Purchase terms

Purchasing Terms and Instructions:

For fastest service, please upload your purchase order via <https://everydayspeech.com/po/>.

If you are required to mail or fax your quote, please also send an electronic version via <https://everydayspeech.com/po/>.

This quote is valid only until the date indicated.

Questions? Contact me



Katie Flowers
 Partnership Specialist
katie@everydayspeech.com

Everyday Speech
 DEPT CH 17439
 Palatine, IL 60055-7439
 US



2815 Second Avenue, Suite 400
 Seattle, WA 98121-3207 USA
 800-634-4449 FAX: 206-343-1445
 orders@cfchildren.org

Quote	
Quote #	5040879
Date	7/6/2023
Customer ID	10105358

Bill To	Ship To
East Stroudsburg Area SD 50 Vine Street East Stroudsburg PA 18301 United States	Shahida Jones East Stroudsburg Area SD 50 Vine Street East Stroudsburg PA 18301 United States

Requested By	Ship To	Setup Admin	Entered By
Shahida Jones	Shahida Jones	Name: Shahida Jones Email: shahida-jones@esasd.net	Patrick Starner

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 1-Year Licenses		7/7/2023	7/31/2024	6	\$2,239.00	\$13,434.00

Subtotal	\$13,434.00
Discount	(\$1,343.40)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
TOTAL	\$12,090.60

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please include quote ID:5040879 on your order to guarantee pricing.

CharacterStrong
 4227 S MERIDIAN STE C, #320
 PUYALLUP, WA
 billing@characterstrong.com
 characterstrong.com



Estimate

ADDRESS	SHIP TO
Shahida Jones	Shahida Jones
East Stroudsburg Area	East Stroudsburg Area
School District	School District
50 Vine St	50 Vine St
East Stroudsburg, PA 18301	East Stroudsburg, PA
US	18301 US

ESTIMATE # 15144
DATE 07/18/2023
EXPIRATION DATE 01/18/2024

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Elem - PurposeFull People PurposeFull People Pre-K through 5th Curriculum - A Social, Emotional, and Character Development Curriculum	6	2,999.00	17,994.00
Elem Discount 20% off	6	-599.80	-3,598.80
Tier 2 Solutions K-5 Elementary Tier 2 Solutions - K-5	6	1,999.00	11,994.00
Tier 2 Discount CharacterStrong Tier 2 Discount - 20% off	6	-399.80	-2,398.80
Virt 2 Hour, Elementary Live Virtual 2 hour professional development for elementary educators	6	1,999.00	11,994.00
Professional Learning Discount 30% off each	6	-599.70	-3,598.20
Sales Tax Sales Tax calculated by AvaTax on Tue 18 Jul 17:53:02 UTC 2023	1	1,439.42	1,439.42

Annual renewal of \$1999, per building, for PurposeFull People	SUBTOTAL	33,825.62
Annual renewal of \$1999, per building, for the Elementary Tier 2 Platform	TAX	0.00
	TOTAL	\$33,825.62

Please mail all contracts, purchase orders, and payments to:

CharacterStrong, LLC
 4227 S. Meridian STE C #320
 Puyallup, WA 98373

EIN: 81-4174372
 UBI: 604-043-554

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies/>

Name: Shahida Jones
Email: shahida-jones@esasd.net
Schools: 6 (Bushkill Elem, East Stroudsburg Elem, J.M. Hill
Elem, Middle Smithfield Elem, Resica Elem, Smithfield Elem)
Renewal: Upon Purchase

Accepted By

Accepted Date

Please mail all contracts, purchase orders, and payments to:

CharacterStrong, LLC
4227 S. Meridian STE C #320
Puyallup, WA 98373

EIN: 81-4174372
UBI: 604-043-554

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies/>

V. ITEMS FOR DISCUSSION

- b. Approve the quote for Superkids - \$6,017.00



Marialena Casciotta <marialena-casciotta@esasd.net>

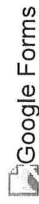
Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>

To: marialena-casciotta@esasd.net

Wed Aug 2, 2023 08:08 AM



Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (marialena-casciotta@esasd.net) was recorded when you submitted this form.

Untitled Section

Untitled Section

Replacement ELA program materials for special education classes

Suggested replacement *

N/A

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

N/A

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

\$6,017.00. Three quotes were not obtained as materials only available from a single source (publisher)

What is the total cost of the purchase? \$6,017.00

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? *

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

N/A

Which Fund will be charged? *

10 ▼

What account will be charged? *

- BES - 10-1241-640-891-10-211-310-000-9891 (\$1,002.83)
- ESE - 10-1241-640-891-10-212-310-000-9891 (\$1,002.84)
- JMH - 10-1241-640-891-10-213-310-000-9891 (\$1,002.84)
- MSE - 10-1241-640-891-10-214-310-000-9891 (\$1,002.83)
- RES - 10-1241-640-891-10-215-310-000-9891 (\$1,002.83)
- SMI - 10-1241-640-891-10-216-310-000-9891 (\$1,002.83)

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. *

N/A Available through a single source vendor (publisher)

Any additional information you would like to provide.

.....

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QUOTE SUMMARY FOR

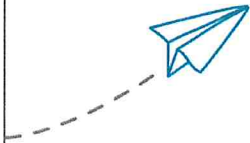
East Stroudsburg Area Sch Dist

East Stroudsburg, PA

Devyn Kolcun

(570) 424-8500

devyn-kolcun@esasd.net



Quote # 00050792

Issued on July 5, 2023

Expires on October 3, 2023

PREPARED BY

Angie Eckerle

Account Manager

(800) 248-2568 ext. 2807

angie.eckerle@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

July 5, 2023

East Stroudsburg Area Sch Dist • East Stroudsburg, PA

Dear Devyn:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Be sure to fill out parts A, B, and C of the Digital Product Information section if online access is included with your order.

We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Angie Eckerle
Account Manager

QUOTE SUMMARY

East Stroudsburg Area Sch Dist • East Stroudsburg, PA

PROGRAM	GRADE	COST
<i>The Superkids Foundational Skills Kit</i>	Kindergarten	\$1,270.00
<i>The Superkids Foundational Skills Kit</i>	Grade 1	\$2,100.00
<i>The Superkids Foundational Skills Kit</i>	Grade 2	\$2,100.00
SUBTOTAL COST		\$5,470.00
SHIPPING/PROCESSING (10%)		\$547.00
AMOUNT TO BE INVOICED		\$6,017.00

Includes materials, shipping, and processing. May not include applicable local and state taxes.

The Superkids Foundational Skills Kit: Kindergarten

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453128725	Superkids Foundational Skills Kit 2020 Grade K Student Materials 24-Pack <i>Contents include: 24 sets of 18 Skills Books and 24 sets of 23 Take-Home Decodable Books. Comes with 1 year of access to the Foundational Skills Kit Online Package.</i>	\$635.00	2	\$1,270.00
SUBTOTAL COST				\$1,270.00

The Superkids Foundational Skills Kit: Grade 1

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453128794	Superkids Foundational Skills Kit 2020 Grade 1 Student Materials 24-Pack <i>Contents include: 24 sets of 2 Skills Books and 24 sets of 34 Take-Home Decodable Books. Comes with 1 year of access to the Foundational Skills Kit Online Package.</i>	\$700.00	3	\$2,100.00
SUBTOTAL COST				\$2,100.00

The Superkids Foundational Skills Kit: Grade 2

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453132975	Superkids Foundational Skills Kit 2020 Grade 2 Student Materials 24-Pack <i>Contents include: 24 sets of 2 Skills Books and 24 sets of 32 Take-Home Decodable Books. Comes with 1 year of access to the Foundational Skills Kit Online Package.</i>	\$700.00	3	\$2,100.00
SUBTOTAL COST				\$2,100.00

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$6,017.00

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

IMPORTANT Please fill out this page completely. Missing information may result in delayed order processing.

Invoice – P.O. # _____

Check # _____

Make Checks Payable to: Zaner-Bloser

Authorized Signature: _____

Phone: _____

Please do not submit credit card information with this form. To prepay with a credit card, call our Customer Experience dept at 800.421.3018, Mon-Fri, 8:00 am-6:00 pm ET.

SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

DIGITAL PRODUCT INFORMATION Complete parts A, B, and C of the Digital Product Information section to ensure online access to digital product(s).

A. Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: Tabitha Bradley Email: tabitha-bradley@esasd.net

B. If this order is being submitted by a school district, diocese, or third-party ordering service, please provide a list of the school(s) that require online access. By default, your school- or district-selected Digital Administrator will manage all schools listed below. (If you have more than six schools, please attach a complete list to your order.)

C. Online access is assigned annually. Please enter the start date of the school year you will begin using the digital product. _____

BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Devyn Kolcun Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18301

DELIVERY INSTRUCTIONS — IMPORTANT

All available materials will ship at the time the order is processed unless otherwise specified. Order processing and delivery times vary depending on volumes and customer location. If there are dates you are unable to accept deliveries, please note below. If there aren't any special delivery date requirements, please check the box labeled "No Delivery Date Restrictions".

Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Devyn Kolcun Contact Email: _____

Street Address: _____ City: _____ State: _____ Zip: _____

RETURNS Returns will only be processed with prior authorization by Zaner-Bloser Customer Experience. Materials must have been purchased within 90 days and be in resalable condition. To make arrangements for a return and to ensure that you receive credit, contact Zaner-Bloser's Customer Experience department at 800.421.3018. Please do not return materials to the PO Box address. Return to: Zaner-Bloser, Returns Department, 10650 Toebben Dr, Independence, KY 41051.

Please sign below to confirm your order and provide authorization for any applicable shipping charges and sales tax, if not sales tax exempt. Shipping is added at our standard rate of 10% or \$5.00, whichever is greater.

Signature: _____ Title: _____ Date: _____

Contact our Customer Experience Department to place your order.

Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764

Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

V. ITEMS FOR DISCUSSION

- c. Approve the quote from Stotz & Fatzinger Office Supply - \$16,235.80 (Paid with ACCESS Funds) (Special Education Classroom at South HS)

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**amy-polmounter@esasd.net**) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Amy Polmounter

Department *

Special Education - ACCESS

Building *

South High School

What service or item are requesting *

New Supplemental ES room Furniture

Why are you requesting the service or item *

New program at South - Special Education

Suggested replacement *

No- New room

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Yes (Costs similar to other rooms, paid for by ACCESS)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

Yes -- \$30307.32 From School Speciality (not able to get furniture put together), Waiting on 3rd quote

What is the total cost of the purchase? *

16235.80

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? *

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Yes

Which Fund will be charged? *

10 ▼

What account will be charged? *

ACCESS

Selection of the winning proposal, was the lowest price selected? If not, please explain why and * the process of selecting the vendor.

Yes, and it will be delivered and setup to South

Any additional information you would like to provide.

Quotes can be provided

This form was created inside of East Stroudsburg Area School District.





QUOTE

Quote: East Stroudsburg SD Classroom
Date: 7/27/2023

Stotz & Fatzinger Office Supply
808 Packer St
Easton, PA 18042-7358
Phone: 610.515.0103
Fax: 610.515.0247

Accounts Payable: A/P

Bill-To Address
EAST STROUDSBURG AREA SCHOOL #4248500
PO BOX 298
50 VINE STREET
EAST STROUDSBURG, Pennsylvania 18301
Phone: 570-424-8471
Fax: 570-420-8353

Ship-To Address
EAST STROUDSBURG AREA SCHOOL #4248500
E. STBGS SENIOR H.S. SOUTH
279 NORTH COURTLAND STREET
ROUTE S
EAST STROUDSBURG, Pennsylvania 18301

Item #	Description	UOM	Qty	List Price	Customer Price	Total
ICE92573	Iceberg Officeworks 4-Shelf Storage Cabinet - 36" x 22" x 72" - 4 x Shelf(ves) - 125 lb Load Capacity - Key Lock, Scratch Resistant, Dent Proof, Chemi	EA	1	\$842.39	\$585.00	\$585.00
ALEKS4010	Alera Kesson Series Petite Office Chair, Supports Up to 300 lb, 17.71" to 21.65" Seat Height, Black	EA	3	\$422.00	\$209.00	\$627.00
LLR00026	Lorell Podium - Laminated Square Top - 49.31" Height x 18" Width x 18" Depth - Assembly Required - Silver	EA	1	\$608.00	\$295.00	\$295.00
LLR66912	Lorell 26-1/2" Vertical File Cabinet - 4-Drawer - 15" x 26.5" x 52" - 4 x Drawer(s) for File - Letter - Vertical - Drawer Extension, Security Lock, La	EA	2	\$648.00	\$332.31	\$664.62
LLR66943	Lorell Fortress Series Walnut Top Teacher's Desk - 48" x 30" x 29.5" - Box, File Drawer(s) - Single Pedestal on Right Side - T-mold Edge	EA	3	\$1414.00	\$715.95	\$2,147.85
LLR99893	Lorell Adjustable-Height Student Desks with Book Box - Medium Oak Rectangle Top - 18" Table Top Width x 24" Table Top Depth - 30" Height - Assembly Re	CT	10	\$553.00	\$293.09	\$2,930.90
LLR00076	Lorell 28" Sit-to-Stand School Desk - Black Oak Square Top - 40" Height x 28" Width x 20" Length - Assembly Required	EA	2	\$823.00	\$529.43	\$1,058.86
LLR00077	Lorell Sit-to-Stand School Desk Large Book Box - Large x 20" Width x 15" Depth x 5" Height - Black	EA	2	\$149.00	\$78.00	\$156.00
LLR69579	Lorell Height-adjustable 60" Rectangular Table - Rectangle Top - 60" Table Top Width x 23.62" Table Top Depth - 33.62" Height - Assembly Required - La	EA	1	\$597.00	\$316.00	\$316.00
LLR42947	Lorell Bistro Stack Chair - Black Plastic Seat - Black Plastic Back - Chrome Steel Frame - 1 Each	EA	3	\$419.00	\$222.00	\$666.00
LLR23100	Lorell Breathable Mesh Guest Chair - Black Fabric Seat - Black Steel Frame - Black - Armrest - 1 Each	EA	10	\$299.00	\$149.00	\$1,490.00
LLR83119	Lorell Advent Fabric Seat Contemporary Stool - Black Crepe Fabric Seat - Black Plastic Back - Powder Coated, Black Tubular Steel Frame - Four-legged B	EA	3	\$303.00	\$151.00	\$453.00
LLR99890	Lorell 18" Seat-height Stacking Student Chairs - Four-legged Base - Navy - Polypropylene - 4 / Carton	CT	3	\$645.00	\$287.00	\$861.00
SCXCFSL607DG	Screenflex Portable Room Dividers - 72" Height x 13.1 ft Length - Black Metal Frame - Polyester - Stone - 1 Each	EA	1	\$2518.00	\$1730.58	\$1,730.58
SCXCFSL6011DG	Screenflex Portable Room Dividers - 72" Height x 20.4 ft Length - Black Metal Frame - Polyester - Stone - 1 Each	EA	1	\$3415.00	\$2253.99	\$2,253.99
					Subtotal:	\$16,235.80
					Tax:	\$0.00
					Total:	\$16,235.80

V. ITEMS FOR DISCUSSION

- d. Approve the quote for TeachTown - \$6,500

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**kristen-long@esasd.net**) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Kristen Long

Department *

Pupil Services/Special Education

Building *

Admin- Program to be implemented at Bushkill, East Stroudsburg Elementary, Middle Smithfield, Resica, Smithfield, JTL, and Lehman for students in the Life Skills and Emotional Support settings

What service or item are requesting *

Renewal of TeachTown Social Skills Subscription

Why are you requesting the service or item *

We are requesting to continue TeachTown Social Skills within our Emotional Support settings (K-5) and Life Skills settings (K-8).

TeachTown Social Skills is a comprehensive, character-based video modeling curriculum that targets a range of social and emotional learning needs in the areas of communication, social interaction, pragmatics, self-management, problem solving and emotional awareness.

TeachTown Social Skills has been designed for students with moderate and severe disabilities who often need extra support when it comes to mastering social skills. This comprehensive curriculum teaches socially-valid skills through animated video-modeling episodes, teacher-delivered lesson plans and student activities. In the primary school domains, students follow the adventures of four fun, relatable, animated characters as they learn to cooperate, listen, respect personal space, express emotions appropriately and more. Each target social skill is introduced and illustrated in a 2- to 3-minute animated episode and is part of a series of six days of lessons that include methods for differentiating instruction, generalization activities and homework assignments.

The secondary school domains of TeachTown Social Skills focuses on increasing emotional intelligence and building self-management skills with modeling done with our elementary characters that have grown into middle schoolers. The program utilizes evidence-based practices such as Peer-Mediated Instruction and Intervention and visual supports to teach appropriate, positive social skills and replacement behaviors. Students practice the appropriate social skills in the school setting along with their peers, use interactive activities to build comprehension, and build their own social comics with the online Comic Strip Builder.

Suggested replacement *

Requesting renewal of this resource

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

\$10,000

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

Yes, 3 quotes were obtained.

TeachTown (requested resource)- \$6,500

Character Strong- \$59,265.85

Second Step- \$12,090.60

What is the total cost of the purchase? *

\$6,500

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: _____

Was this purchase budgeted? *

Yes



Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

n/a

Which Fund will be charged? *

10



What account will be charged? *

- 10-1231-650-891-10-211-310-000-9891
- 10-1231-650-891-10-211-310-000-9891
- 10-1231-650-891-10-212-310-000-9891
- 10-1231-650-891-10-212-310-000-9891
- 10-1211-650-891-10-214-310-000-9891
- 10-1211-650-891-10-214-310-000-9891
- 10-1211-650-891-10-214-310-000-9891
- 10-1211-650-891-10-215-310-000-9891
- 10-1231-650-891-10-216-310-000-9891
- 10-1231-650-891-10-216-310-000-9891
- 12-1211-650-891-20-517-310-000-9891
- 12-1211-650-891-20-518-310-000-9891

Selection of the winning proposal, was the lowest price selected? If not, please explain why and * the process of selecting the vendor.

Yes, the winning proposal was the lowest price and meets the needs of our students.

Any additional information you would like to provide.

TeachTown Social Skills is utilized for district Life Skills and Emotional Support

This form was created inside of East Stroudsburg Area School District.



TeachTown Inc.

Company Address 2 Constitution Way
Woburn, MA 01801
US

Created Date 8/8/2023

Bill To Name East Stroudsburg Area School District
Bill To 50 Vine St
East Stroudsburg, PA 18301-2150
United States

Order Number 00014306

Ship To Name East Stroudsburg Area School District
Ship To 50 Vine St
East Stroudsburg, PA 18301
USA

Customer PO
Required

Contract Start Date 9/30/2023

Contract End Date 9/29/2024

Term in Months 12

Product	Type	Contract Start Date	Contract End Date	Annual Sales Price	Quantity	Extended Price
Social Skills Professional Services - Coaching Webinar	Services			USD 250.00	4.00	USD 1,000.00
Social Skills Professional Services -Training Webinar	Services			USD 600.00	1.00	USD 600.00
Social Skills Student Subscription	Software	9/30/2023	9/29/2024	USD 49.00	100.00	USD 4,900.00

Software Subtotal USD 4,900.00

Physical Goods USD 0.00

Subtotal

Services Subtotal USD 1,600.00

Shipping Total USD 0.00

Grand Total USD 6,500.00

For questions on this order, contact:

TeachTown Michelle Grimley
Representative
Prepared By Michelle Grimley
Email mgrimley@teachtown.com

Student licenses provide access for a single student to all products within a package.

Unless separate invoice and payment terms are specified, TeachTown will issue an invoice in full for the quoted amount upon execution of a purchase order. For any physical goods that are backordered, invoices will be issued when physical goods are shipped. All payment terms are Net 30.

Professional Services must be utilized within twelve (12) months from date of purchase. If the term is longer than twelve (12) months and Professional Services are purchased for additional term years, Professional Services must be used within the term defined.

By signing this Order Form you are agreeing to our Terms of Service:


<https://web.teachtown.com/terms-of-service/>

How to place an Order:

Email: orders@teachtown.com

Fax: (877) 295-8238

Mail: TeachTown
2 Constitution Way
Woburn, MA 01801

Authorized to Sign 
on Behalf of the Org

Quote Acceptance Information

Signature

Name

Title

Date

CharacterStrong
 4227 S MERIDIAN STE C, #320
 PUYALLUP, WA
 billing@characterstrong.com
 characterstrong.com



Estimate

ADDRESS

Kristen Long
 East Stroudsburg Area
 School District
 50 Vine St
 East Stroudsburg, PA 18301
 US

SHIP TO

Kristen Long
 East Stroudsburg Area
 School District
 50 VINE ST
 EAST STROUDSBURG,
 PA
 18301-2150 US

ESTIMATE # 15157

DATE 07/18/2023

EXPIRATION DATE 01/18/2024

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Purposeful People Builder Package (Better) PFP Curriculum + 2-Hour PD (Virtual) + The Gym Curriculum + Needs Assessment with 4 Coaching Support Calls	6	7,055.20	42,331.20
Elem - PurposeFull People PurposeFull People Pre-K through 5th Curriculum - A Social, Emotional, and Character Development Curriculum	6	2,999.00	
Elem Discount 20% off each	6	-599.80	
2022 CharacterStrong Gym Gym Curriculum: Library of Resources - A library of social & emotional and character development resources for educators, administrators, students, and families	6	999.00	
Virt 2 Hour, Elementary Live Virtual 2 hour professional development for elementary educators	6	1,999.00	
On-Dem Virt PD Bite-sized asynchronous Professional Development on a variety of topics related to student and adult SEL, school culture and climate improvement, and staff and student leadership.	6	999.00	
Needs Assessment with 4 Coaching Support Calls Needs Assessment with 4 Coaching Support Calls	6	1,999.00	
Builder Package SSEL Discount Impact Package Discount	6	-1,340.00	

Please mail all contracts, purchase orders, and payments to:

CharacterStrong, LLC
 4227 S. Meridian STE C #320
 Puyallup, WA 98373

EIN: 81-4174372
 UBI: 604-043-554

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies/>

PRODUCT/SERVICE	QTY	RATE	AMOUNT
MS SSEL Builder Package (Better) MS SSEL Curriculum + 2-Hour PD (Virtual) + The Gym Curriculum + On Demand Professional Development + Needs Assessment with 4 Coaching Support Calls	2	7,695.20	15,390.40
MS SEL Lessons 35 SEL and Character development lessons per grade level, 6th through 8th.	2	3,999.00	
MS SEL Discount 20% off each	2	-799.80	
2022 CharacterStrong Gym Gym Curriculum: Library of Resources - A library of social & emotional and character development resources for educators, administrators, students, and families	2	999.00	
Virt 2 Hour, Secondary Live Virtual 2 hour professional development for secondary educators	2	1,999.00	
On-Dem Virt PD Bite-sized asynchronous Professional Development on a variety of topics related to student and adult SEL, school culture and climate improvement, and staff and student leadership.	2	999.00	
Needs Assessment with 4 Coaching Support Calls Needs Assessment with 4 Coaching Support Calls	2	1,999.00	
MS/HS Builder Package SSEL Discount Impact Package Discount for middle School or High School	2	-1,500.00	
Sales Tax Sales Tax calculated by AvaTax on Tue 18 Jul 20:51:02 UTC 2023	1	1,544.25	1,544.25

Annual renewal of \$2,997, per building, for the Impact Package
(doesn't include Live PD)

SUBTOTAL	59,265.85
TAX	0.00
TOTAL	\$59,265.85

Name: Kristen Long
Email: kristen-long@esasd.net
Schools: 8 (Bushkill Elem, East Stroudsburg Elem, J.M. Elem,
Middle Smithfield Elem, Resica Elem, Smithfield Elem, Lehman
Intermediate, & J.T Lamber Intermediate)
Renewal: Upon Purchase

Accepted By

Accepted Date

Please mail all contracts, purchase orders, and payments to:

CharacterStrong, LLC
4227 S. Meridian STE C #320
Puyallup, WA 98373

EIN: 81-4174372
UBI: 604-043-554

CharacterStrong's Cancellation Policies can be found at:
<https://characterstrong.com/resources/cancellation-policies/>



2815 Second Avenue, Suite 400
 Seattle, WA 98121-3207 USA
 800-634-4449 FAX: 206-343-1445
orders@cfchildren.org

Quote	
Quote #	5040879
Date	7/6/2023
Customer ID	10105358

Bill To	Ship To
East Stroudsburg Area SD 50 Vine Street East Stroudsburg PA 18301 United States	Shahida Jones East Stroudsburg Area SD 50 Vine Street East Stroudsburg PA 18301 United States

Requested By	Ship To	Setup Admin	Entered By
Shahida Jones	Shahida Jones	Name: Shahida Jones Email: shahida-jones@esasd.net	Patrick Starner

Item	Description	Months	Start Date	End Date	QTY	Rate	Amount
904101	Second Step Elementary + Second Step Middle School, Multi-Site Pricing, 1-Year Licenses		7/7/2023	7/31/2024	6	\$2,239.00	\$13,434.00

Subtotal	\$13,434.00
Discount	(\$1,343.40)
Shipping & Handling	\$0.00
Sales Tax* (%)	\$0.00
TOTAL	\$12,090.60

Please remit in US Funds.

Make check payable to: Committee for Children

*Sales tax rates are based on the ship to address. All rates are estimates until shipped. If tax was included in this quote and your organization is state sales tax exempt, email your state sales tax exemption ID and certificate to orders@cfchildren.org.

Shipping Method: UPS Ground (UPS)

Your Second Step program License purchase is governed by the applicable License Agreement at: <https://secondstep.org/license-agreements>

Prices valid for 30 days from quote date.

Please include quote ID:5040879 on your order to guarantee pricing.

V. ITEMS FOR DISCUSSION

- f. Motion to approve the equipment and controls as presented from Trane for use in the Resica, Lehman, and North HS HVAC projects. Final agreements for the projects will be presented to the Board for approval (Total Cost of Project should not exceed \$7.5 Million, \$5.0 million is ESSER III funded). (VII. f. and g.) (OMNIA Partners bid) (pending Solicitor Review)



Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For:
East Stroudsburg Area School District

Date: July 26, 2023
Opportunity Number: 7229688

Job Name:
ESASD High School North Campus & Lehman Intermediate
School Rooftop Equipment Replacement

OMNIA Contract: Racine # 3341
OMNIA Quote #: D4-543115-23-003

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Engineer: D'Huy Engineering

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval. This proposal is based on drawings dated January 23, 2023, and specifications received. Addendum 1 was received and reviewed.

Tag Data – Air Handling Units

Item	Tag(s)	Qty
A1	AHU-4 – 18, MUA-1, 2	11

Product Data - Air Handling Units

Item: A1 Qty: 11 Tag(s): AHU-4 – 18, MUA-1, 2

- Factory Authorized Startup
- Double wall solid construction, standard base rail, galvanized steel interior and exterior.
- Access doors or removable panels to all sections as necessary
- Exhaust damper module with damper and exhaust air hood
- Direct Drive Plenum return fans wired to VFD
- Mixing section with Dampers
- MERV-8 Pleated filters
- Face and bypass damper.
- Hot water heating coil
- Chilled water cooling coil (AHU-** only)
- Stainless steel drain pan
- Direct Drive Plenum supply fan wired to VFD.
- Through the door disconnect

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Warranty Labor Service or Training
- ◆ Interlock or Power Wiring
- ◆ Firestats and Smoke Detectors
- ◆ Shut Off and Balancing Valves
- ◆ Vibration Isolators Other Than Those Listed, Selsmic Ratings
- ◆ **Roof Curb or Mounting Platform**
- ◆ Outside Air Flow Station
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data – Rooftop Heat Exchangers

Item	Tag(s)	Qty
B1	HX.**	8

Product Data - Rooftop Heat Exchangers

- A. ETL Listing:
 - a. ANSI/U.L. 1995: Heating and Cooling Equipment
- B. Warranty:
 - A. 1 Year Parts Only Unit Warranty Is Provided Per Xetex' Standard Warranty Terms
- C. Recirc Dampers Included For Units Hx-9,10,11,12 Only
- D. Aluminum Fans To Be Provided
- E. Units Are Deisgned For Doas Application
- F. Units Inlcude Merv 13 Filtration
- G. Units Have Aluminum Sensible Plate To Plate Heat Exchangers
- H. Freight To Job Site Included
- I. Unit Start-Up Included
- J. Full Controls Excluded – Controls To Be Provided In The Field
- K. Units Are Designed To Fit The Existing Curbs

Casing

- Units shall have a leakage rate not to exceed 1% of supply airflow at 8 in.w.c or a SMACNA leakage class rating of 5.0 (CL=5) [Class 3 negative pressure].
- Unit panel deflection shall be in accordance with AHRI Class 2 deflection of L/240 at in.w.g.
- Unit is designed for outdoor installation.
- Unit shall have a non thermal break construction with 3" double wall casing and mineral wool (R-value 4.0/in) insulation.
- Unit shall have a single sloped roof. The roof pitch shall be 1/2" slope per foot. The rain deflector shall overhang the roof panel
- External casing shall be 18ga galvanneal steel painted XeteX Gray (acrylic). Paint qualified per ASTM B117 to 1250 Hours.
- Internal casing shall be 22ga galvanized steel design.
- Unit manufactured in one section with no splits.
- Plumbing or electrical chase shall not be provided.

Flooring & Base Frame

- Unit Base Frame shall be constructed for minimal deflection using welded 5" C-Channel structural steel with welded lifting lugs.
- Base frame shall be covered with a welded 22ga galvanized sheet metal skin to ensure no water leakage through floor.
- Unit floor shall be thermally broken 16ga galvanized steel with 3" polyiso foam (R-value 6.0/in) insulation.
- In all accessible floor openings, fiberglass floor grates are provided over the entire opening.
- Drain pans shall comply with ASHRAE 62.1 built with sloped, double pitched, and constructed of 304 stainless steel that cover the standard area with 0.75" MPT drain connections.
- Unit base frame shall be painted XeteX Gray (acrylic).

Access Doors & Windows

- Access doors shall be provided with lockable door handles, stainless steel piano hinges, and no viewports. Door tiebacks shall also be included.
- Doors shall be accessible from all sides of the unit.
- Doors shall be a non thermal break construction with 3" double wall casing and mineral wool (R-value 4.0/in) insulation.
- Doors shall be mounted in extruded aluminum frame.

Unit Inlets & Outlets

- Outside air shall have a Hood w/bird screen.
- Exhaust air shall have a Hood w/bird screen.
- Supply air shall have a duct connection.
- Return air shall have a duct connection.

Energy Recovery Device

- Energy recovery provided is an AHRI Certified - aluminum crossflow plate heat exchanger with textured plate surfaces, aluminum framing, and silicone sealant.
- Energy recovery shall be installed with a face and bypass damper that is controlled by others.

Heating Components

- Hot water heating coil provided in the supply airstream with galvanized casing, copper tube with aluminum fins.
- Modulating valve provided and controlled by others.

Cooling Components

- Chilled water cooling coil provided in the supply airstream with galvanized casing, copper tube with aluminum fins construction.
- Modulating valve provided and controlled by others

Supply Air Fans

- Fan(s) shall consist of Single Fan with plenum type frame and a backward curved airfoil with a steel centrifugal impeller.
- The fan(s) shall utilize a direct drive, premium efficient, and ODP motor(s).
- Each blower base shall be constructed of galvanized steel and shall incorporate 1" spring isolators.
- Fans shall utilize a VFD without bypass with BACnet MSTP communications protocol.
- VFD shall be housed in a heated and fan cooled cabinet.

Exhaust Air Fans

- Fan(s) shall consist of Single Fan with plenum type frame and a backward curved airfoil with a steel centrifugal impeller.
- The fan(s) shall utilize a direct drive, premium efficient, and ODP motor(s).
- Each blower base shall be constructed of galvanized steel and shall incorporate 1" spring isolators.
- Fans shall utilize a VFD without bypass with BACnet MSTP communications protocol.
- VFD shall be housed in a heated and fan cooled cabinet.

Additional Fan and Motor Options

- Additional Option(s) that shall be included are a piezo flow ring(s) for supply and exhaust fan(s).

Outside Filter

- 2" MERV 13 filter shall be provided.
- Filters shall be mounted on a galvanized filter rack.

Return Filter

- 2" MERV 13 filter shall be provided.
- Filters shall be mounted on a galvanized filter rack.

Dampers

- All Dampers shall be AMCA Certified.
- Outside air damper shall be a standard galvanized damper provided by XeteX.
 - A 2 position actuator shall be provided by XeteX and installed by XeteX.
- Exhaust air damper shall be a standard galvanized damper provided by XeteX.
 - A 2 position actuator shall be provided by XeteX and installed by XeteX.
- HX Face/Bypass shall be a standard aluminum damper provided by XeteX.
 - A modulating actuator shall be provided by XeteX and installed by XeteX.

Electrical

- Unit shall be listed and certified to UL 1995 and all components shall be listed or recognized by a NRTL (ETL, UL, CSA, etc.) as a complete packaged unit.
- Control panel shall be mounted outside of unit footprint (mounted on outside of case or remote) in a NEMA 4 enclosure.
- Unit power shall be 480 V/3 PH /60 Hz with a non-fused, single point power connection.
- Additional electrical option(s) that shall be included are GFI (separate 120/1 line required), IP 65 rated unit LED lights (separate 120/1 line required).
- Unit shall be supplied with a short circuit current rating of 5 kAIC

Controls

- Controls by others. All DDC controls and sensors shall be provided and installed by others

Additional Requirements

- Unit(s) shall be shrink wrapped for transportation.

Additional Notes

- Unit testing provided shall be a standard factory run testing.
- Units HX 3,4,7,8 are NOT provided with recirculation dampers. Rest of units to have RC dampers
- Units HX 3,4,6,7,8 HW and CW coils to have efin protective coating
- Flat plate HX to have painted frame per specification
- Freezestat provided

Warranties

- Unit Standard XeteX Warranty: 1 Year Parts Warranty included. See XeteX Terms and Conditions of Sale.

SECTION I CLARIFICATIONS/EXCEPTIONS:

- SECTION 237313 - CENTRAL STATION AIR HANDLING UNITS
- 1. 1.3.A. SEE S.O.S. FOR FURTHER DETAILS REGARDING UNIT LEAKAGE AND DEFLECTION RATING
- 2. 1.5.C. NO FIELD TESTING OR REPORTS PROVIDED. TO BE BY OTHERS IN FIELD
- 3. 2.3.A.6. UNIT EXTERIOR TO HAVE XETEX STANDARD ACRYLIC PAINT. INTERIOR NOT PROVIDED WITH INTERIOR COATING.
- 4. 2.3.A.7. UNIT EXTERIOR TO HAVE XETEX STANDARD ACRYLIC PAINT. INTERIOR NOT PROVIDED WITH INTERIOR COATING.
- 5. 2.3.A.8. UNIT EXTERIOR TO HAVE XETEX STANDARD ACRYLIC PAINT.
- 6. 2.3.A.13. MOISTURE ELIMINATOR NOT PROVIDED IN HOODS.
- 7. 2.2.B. XETEX NOT PROVIDING CONTROLS. XETEX WILL NOT PROVIDE FAN PERFORMANCE TESTING
- 8. 2.3.B.2.D. NO LINER MATERIALS PROVIDED IN THE INTERIOR OF THE UNIT
- 9. 2.3.C.1. UNIT PANELS AND FLOORS TO BE 3" THICK PER XETEX DESIGN
- 10. 2.3.D. EXTERNAL PIPING ENCLOSURE NOT PROVIDED. INTERNAL PIPING CHASE PROVIDED.
- 11. 2.5.A. FANS TO BE STATICALLY AND DYNAMICALLY BALANCED BY FAN MANUFACTURER, XETEX WILL NOT BALANCE FANS IN FACTORY.
- 12. 2.5.C. DIRECT DRIVE ALUM PLENUM FANS WITH VFDS PROVIDED. EC MOTORS NOT PROVIDED
- 13. 2.7.A. PREFILTER ON OA AND RA TO BE 2"MERV 13 PER SECTION 2.9.O
- 14. 2.7.B.3. PREFILTER ON OA AND RA TO BE 2"MERV 13 PER SECTION 2.9.O
- 15. 2.8.F.1. PREFILTER ON OA AND RA TO BE 2"MERV 13 PER SECTION 2.9.O
- 16. 2.11.B. XETEX NOT PROVIDING CONTROLS. XETEX WILL NOT PROVIDE FAN PERFORMANCE TESTING
- 17. 2.11.C. WATER COILS TO BE TESTED BY COIL MANUFACTURER. XETEX NOT TO TEST IN FACTORY
- 18. 3.1 EXAMINATION TO BE PROVIDED BY OTHERS IN FIELD
- 19. 3.2 INSTALLATION TO BE PROVIDED BY OTHERS IN FIELD
- 20. 3.3 CONNECTIONS TO BE PROVIDED BY OTHERS IN FIELD
- 21. 3.4 FIELD QUALITY CONTROL TO BE PROVIDED BY OTHERS IN FIELD
- 22. 3.5 START UP TO BE PROVIDED
- 23. 3.6 ADJUSTING TO BE PROVIDED BY OTHERS IN FIELD
- 24. 3.7 CLEANING TO BE PROVIDED BY OTHERS IN FIELD

GENERAL CLARIFICATIONS/EXCEPTIONS:

1. Check, Test & Start Is Not Included Unless Stated Above.
2. Anything Not Listed Above Is Not Included.
3. An Order Is Based On This Quotation Only. Orders Per Plans & Specifications Are Not Accepted.
4. Retainage Or Monies Held Back For Startup And Warranty Are Not Accepted.
5. Production Start Time Based On Received Written Release, Received Approved Submittal And Factory Credit Approval.
6. Multiple Purchase Orders May Be Required On This Project.
7. All Warranties Commence At Unit Start Up Or 6 Months From Unit Shipment, Not Substantial Completion.
8. Quotation Assumes All Units Are Released And Received By The Mechanical Contractor In A Single Shipment By December 15, 2023. If Storage Is Required; The Cost Of Storage Will Be Solely The Responsibility Of The Mechanical Contractor. Staggered/Staged Shipments Are Not Included In This Offering.
9. Quoted Prices Are Firm For 10 Days Only. After 10 Days From The Date Of This Quotation Prices Of The Equipment Will Increase And Will Increase The Cost Of Equipment To The Mechanical Contractor.
10. No Controls, Piping, Or Valves Included Unless Otherwise Stated

Tag Data – Automatic Temperature Controls

Item	Tag(s)	Qty
C1	---	1

Product Data - Automatic Temperature Controls

In full compliance with all codes and regulations of the authorities having jurisdiction, Trane shall provide all labor, equipment, hardware, software, programming, check-out, start up, to complete the scope of work listed below. This scope is based off of the following documents:

Bid Documents: Mech plans dated 1/20/2023

Exceptions & Clarifications

- Wiring in mechanical rooms is in conduit. Wiring in all other areas shall be in Plenum rated cable ONLY.
- Control of any equipment not listed below is NOT included.
- 1 year Parts and Labor Warranty provided on controls included in this scope. A remote connection to the automation system is required for warranty support
- 16 hours of owner training is provided.
- Smoke dampers and detectors are NOT provided.
- Valves, wells, and ATC Dampers are to be installed by others
- Demolition is NOT included
- Any provisions, installation, wiring, interface, and/or services associated with smoke, fire, and life safety system devices are NOT included.
- All work is to be performed during regular business hours.

Project: East Stroudsburg HS

Date: 11/18/2022

Address: Lehman Township, Pa

Scope of Work

- **Existing Trane Synchrony System/Web server**
 - **Trane will provide the following items.**
 - ❖ Integration of new equipment below
 - ❖ Floor plans for navigation
 - ❖ Equipment Standard graphics
 - ❖ License for connected devices
 - ❖ Wireless Communication network wiring
 - ❖ Web interface (by owner)
 - **Note:** Remote access, if required, is by the owner.
- **(8) Roof Top Heat Exchanger Units (HX units)**
 - **Trane shall install & wire the following Field items.**
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detectors interlock
 - ❖ Wireless Space sensor installation
 - ❖ Low limit sensor interlock & status
 - ❖ Return air temperature
 - ❖ Mixed air temperature sensor
 - ❖ Wheel OA entering temperature sensor
 - ❖ Filter DP
 - ❖ Leaving heating coil temperature sensor
 - ❖ Discharge air temperature Sensor installation
 - ❖ Supply fan VFD status, speed and enable points
 - ❖ Supply fan high static DP safety (inlet of fan)
 - ❖ Exhaust fan VFD status, speed & enable points
 - ❖ Outdoor & return Air damper actuators
 - ❖ Face/ Bypass damper actuator
 - ❖ HW & CHW water valve wiring (Install by others)

- ❖ Integration into the Trane Synchrony panel
- (5) Roof Tops (RTU-4, 5, 6, 17, 18)
 - Trane shall install & wire the following Field items.
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detectors interlock (Supply & Return)
 - ❖ Wireless Space sensor installation
 - ❖ Return Air CO2 sensor
 - ❖ Low limit sensor interlock & status
 - ❖ Return air temperature
 - ❖ Mixed air temperature sensor
 - ❖ Space humidity (RTU-4 & 18 only)
 - ❖ Filter DP
 - ❖ Face/ Bypass damper actuator
 - ❖ Discharge air temperature sensor
 - ❖ Supply fan status and enable points
 - ❖ Exhaust fan status & enable points
 - ❖ Outdoor air, relief & return Air damper actuators
 - ❖ HW & CHW water valve wiring (Install by others)
 - ❖ Integration into the Trane Synchrony panel
- (4) Roof Tops (RTU-7, 8, 9, 10)
 - Trane shall install & wire the following Field items.
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detectors interlock (Supply & Return)
 - ❖ Wireless Space sensor installation
 - ❖ Mixed air temperature sensor
 - ❖ Return Air humidity sensor
 - ❖ Low limit sensor interlock & status
 - ❖ Return air temperature
 - ❖ Discharge static sensor
 - ❖ Space humidity (RTU-4 & 18 only)
 - ❖ Filter DP
 - ❖ Face/ Bypass damper actuator
 - ❖ Discharge air temperature sensor
 - ❖ Supply fan VFD status, speed and enable points
 - ❖ Exhaust fan VFD status, speed & enable points
 - ❖ Outdoor air, relief & return Air damper actuators
 - ❖ HW & CHW water valve wiring (Install by others)
 - ❖ Integration into the Trane Synchrony panel
- (2) Roof Tops (MUA-1,2)
 - Trane shall install & wire the following Field items.
 - ❖ BACnet Controller, local power, enclosure
 - ❖ Wireless coordinator installation (below roof)
 - ❖ Local smoke detector interlock (Supply)
 - ❖ Wireless Space sensor installation
 - ❖ Heating coil leaving temperature sensor
 - ❖ Low limit sensor interlock & status
 - ❖ Outdoor air inlet temperature
 - ❖ Filter DP
 - ❖ Face/ Bypass damper actuator
 - ❖ Discharge air temperature sensor
 - ❖ Supply fan VFD status, speed and enable points
 - ❖ Outdoor Air damper actuator with end switch
 - ❖ HW water valve wiring (Install by others)
 - ❖ Local Exhaust fan interlocks are existing
 - ❖ MUA-1 confirm interlock top hood ansul system for shutdown. Re-terminate at MUA starter
 - ❖ Integration into the Trane Synchrony panel

PRICING SECTION:

Total Net Price (Excluding Sales Tax) \$ 2,530,135.00

Anticipation Discount Program (ADP):

Trane has created an easy way to reduce your cost through the Anticipation Discount Program (ADP). ADP is a flexible program designed for all customers. Your discount depends on how much you pay, when you pay, the current discount rate and the date your equipment ships.

Total Potential ADP Discount for this project\$ 84,300.00*
**potential ADP discount calculated based on a 90% prepayment received by 9/10/23*

Your Trane representative will be happy to provide you with a formal ADP quotation so you can lock in your savings.

Sincerely,

Keith Dougherty
 Vince DeAngelis
 Trane U.S. Inc.
 1185 North Washington Street
 Wilkes Barre, PA 18705
 Office Phone: (570) 821-4960
 Fax: (866) 483-5414

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc
_____	_____
Authorized Representative	Submitted By: Keith Dougherty & Vince DeAngelis
_____	Proposal Date: July 28, 2023
Printed Name	Cell: (717) 503-4364
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. **Acceptance.** 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES 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 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment 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 cancelled without any liability.

2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.

3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. **Pricing and Taxes.** Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. **Delivery and Delays.** Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. **Performance.** Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. **Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the 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 (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work fulfilled 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 material 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.

8. **Limited Warranty.** Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (f.o.b. factory or warehouse for US domestic purposes) at Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. **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 attorneys' fees, resulting from death or bodily injury or damage to real or 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.

10. **Insurance.** Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance 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 any rights of subrogation.

11. **Customer 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, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (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 connection with 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 the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, 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.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. **Nuclear Liability.** In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. **Intellectual Property; Patent Indemnity.** Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought

against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. **Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. **Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment 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 (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). 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. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. **Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. **Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's facilities including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. **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 of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. 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 Equipment is being used at a site 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.

21. **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 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 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.

22. **U.S. Government Work.** The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment 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 52.212-5(e)(1).

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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment 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.

23. **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.

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

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 AND EQUIPMENT PRICES 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. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition 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 counteroffer 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 counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's 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 cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **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 release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **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.
6. **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.
7. **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 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 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.
8. **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 representatives 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 its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **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 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.
10. **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.
11. **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, negotiations 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.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **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 the same. If such conditions differ materially and cause an increase in Company's cost of, 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.
14. **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/mould and/or 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.
15. **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, injury (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.
16. **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 (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) 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; (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.
17. **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 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).
18. **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 attorneys' 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.

19. **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, INCLUDING CONTAMINANTS LIABILITIES, 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.

20. **CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. **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.

22. **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"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup 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 sold 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 Company; 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 ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. 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 OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. **Insurance.** Company agrees to maintain the following insurance 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 insurance 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.

24. **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 accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. **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 Work is 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 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.

26. **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 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-250 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.

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 52.212-5(a)(1). Company complies with 52.219-8 or 52.219-9 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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.222-56; 52.247-64. 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.

28. **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.

29. **Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

1. Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.
2. Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.
3. Keep all inbound ports closed to any IP Addresses in the BAS.
4. Remove all forwarded inbound ports and IP Addresses to the BAS.
5. Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.
6. Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.

East Stroudsburg SD - Lehman IS & North HS

7. For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for Outbound only.
8. Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)
Supersedes 1-26.251-10(1221)



TRANE

Proposal

Proposal is valid for 15 days.

Customer must obtain credit approval and release order to production within 60 days of proposal date.

**PROPRIETARY AND CONFIDENTIAL PROPERTY OF Trane U.S. Inc.
DISTRIBUTION TO OTHER THAN THE NAMED RECIPIENT IS PROHIBITED**

Prepared For:
East Stroudsburg Area School District

Date: July 26, 2023
Opportunity Number: 7229694

Job Name:
ESASD Resica Elementary School HVAC Improvements

OMNIA Contract: Racine # 3341
OMNIA Quote #: D4-543115-23-002

Delivery Terms:
Freight Allowed and Prepaid - F.O.B. Factory

Engineer: D'Huy Engineering

Payment Terms: Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval. This proposal is based on drawings dated January 23, 2023, and specifications received. Addendum 1 was received and reviewed.

Tag Data - Air-Cooled Scroll (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
A1	CHL-1	1	20-130 Ton Air-Cooled	CGAM

Product Data - Air-Cooled Scroll

Item: A1 Qty: 1 Tag(s): CHL-1

- Startup Included - Trane Service must start equipment for warranty to be honored
- 5 year parts and labor warranty
- 12/30 delayed startup warranty
- Air-Cooled Scroll Packaged Chiller
- 460/60/3
- High efficiency/performance
- Full Factory Refrigerant Charge (HFC-410A)
- Factory installed freeze protection
- Refrigerant isolation valves (discharge valve)
- ASHRAE 90.1/CSA C743 - No Compliance
- AHRI certified
- Factory installed flow switch
- Ice Making with Interface
- Grooved pipe connection
- Factory Insulation - 0.75"
- Performance based on propylene glycol
- Wide Ambient
- Lanced aluminum fins
- Across the line starter/direct on line
- Single point connection main line unit power-ancillary items require other power
- Circuit breaker-high fault rated control panel
- Enclosure type UL 1995 rated for outdoor applications
- BACnet interface
- Programmable relays
- High A short circuit rating
- Water strainer

Comprehensive acoustic package
 Architectural louvered panels
 Elastomeric isolators (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Warranty Labor Service Past 5th Year or Training
- ◆ Hauling, Rigging, and Setting of The Machine
- ◆ Tool Kits
- ◆ Convenience Outlets – Not Available with Scheduled Models
- ◆ Chilled Water Loop Pressure Relief Valves
- ◆ Chilled Water Piping Connections
- ◆ Controls, Valves And Accessories Other Than Those Listed In This Proposal
- ◆ Temperature Controls
- ◆ Integration with Any Current or Future Building Automation System
- ◆ Interlock or Power Wiring
- ◆ Vibration Isolators Other Than Those Listed
- ◆ 115 Volt Power Supplies For Evaporator Heat Tape (& Convenience Outlet)
- ◆ Refrigerant and Oil Charge
- ◆ Power Factor Correction Capacitors, If Required
- ◆ Mounting Platform
- ◆ Refrigerant Piping
- ◆ Spring Isolators
- ◆ Suction Accumulator Piping for Remote Evaporator
- ◆ Refrigeration Specialties Except As Listed Above
- ◆ Any Items or Accessories Not Listed Above

Tag Data - VUVE Unit Ventilator (UV) (Qty: 35)

Item	Tag(s)	Qty	Description	Model Number
B1	UV-**	35	VUVE Unit Ventilator	VUVE

Product Data - VUVE Unit Ventilator (UV)

All Units

Vertical unit ventilator
 115/60/1
 Face and bypass damper
 Return air front/fresh air back
 Hydronic reheat
 Hydronic cooling
 ECM
 Disconnect switch
 Discharge grille with wire mesh
 Outside air damper actuator
 Face and bypass damper actuator
 Wireless controller
 Unit mounted sensor
 Digital display
 Piping Package
 Auxillary drain pan
 MERV 8 filter
 End covers (Field Installed)
 Falseback (Field Installed)
 Subbase (Field Installed)
 Control valves (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Equipment Start-Up, Warranty Labor Service, or Training
- ◆ Vibration Isolators
- ◆ Shut Off and Balancing Valves

- ◆ Wall Boxes and Louvers
- ◆ Condensate Pumps
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data - Blower Coil (Qty: 1)

Item	Tag(s)	Qty	Description	Model Number
C1	AHU-8	1	Blower Coil	BCVE

Product Data - Blower Coil

Item: C1 Qty: 1 Tag(s): AHU-8

- Vertical Configuration
- 460/60/3
- Matte face insulation
- PVC Drain pan
- Hydronic Heating Coil
- Hydronic Cooling Coil
- Pleated MERV 13
- Wireless controller
- Discharge Air Sensor
- Polymer drain pan
- Wireless Display Sensor (Field Installed)
- Control valves (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Equipment Start-Up, Warranty Labor Service, or Training
- ◆ Vibration Isolators
- ◆ Seismic Ratings
- ◆ Shut Off and Balancing Valves
- ◆ Condensate Pumps
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data - Variable Air Volume Single Duct Terminal Units (Qty: 10)

Item	Tag(s)	Qty	Description	Model Number
D1	VAV-1 -10	10	Variable Air Volume Single Duct Terminal	VCWF

Product Data - Variable Air Volume Single Duct Terminal Units

All Units

- Single duct with hot water heat
- Foil faced insulation
- BACnet controller
- Wireless Communication Module
- Standard actuator
- Duct temperature sensor & hot water valve harness
- Standard Air Leakage
- Control transformer
- Disconnect switch
- Power Fuse
- Zone sensor (Field Installed)

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Equipment Start-Up, Warranty Labor Service, or Training
- ◆ Access Doors
- ◆ Interlock or Power Wiring
- ◆ Shut Off and Balancing Valves
- ◆ Flow Control Fittings

- ◆ Supply Diffusers and Return Grilles
- ◆ Sound Attenuators
- ◆ Any Items or Accessories Not Listed Above

Tag Data – Air Handling Units

Item	Tag(s)	Qty	Description
E1	AHU- 1- 6	6	Air Handling Units

Product Data - Air Handling Units

Factory Authorized Startup
 Double wall solid construction, standard base rail, galvanized Steel interior and exterior.
 Fully insulated throughout with fiberglass insulation.
 Access doors or removable panels to all sections as necessary.
 Mixing section with dampers (actuators and control by others).
 MERV-8 Pleated filters
 Chilled water cooling coil
 Hot water heating coil
 Stainless drain pan with drain connection
 Housed fan with VFD and unit mounted disconnect

EXCLUSIONS AND/OR ITEMS TO BE FURNISHED BY OTHERS:

- ◆ Warranty Labor Service or Training
- ◆ Interlock or Power Wiring
- ◆ Firestats and Smoke Detectors
- ◆ Shut Off and Balancing Valves
- ◆ Vibration Isolators Other Than Those Listed
- ◆ Roof Curb or Mounting Platform
- ◆ Outside Air Flow Station
- ◆ Extra Filters
- ◆ Any Items or Accessories Not Listed Above

Tag Data – Automatic Temperature Controls

Item	Tag(s)	Qty
F1	---	1

Product Data - Automatic Temperature Controls

In full compliance with all codes and regulations of the authorities having jurisdiction, Trane shall provide all labor, equipment, hardware, software, programming, check-out, start up, to complete the scope of work listed below. This scope is based off of the following documents:

Bid Documents: Mech plans dated 1/23/2023

Exceptions & Clarifications

- Wiring in mechanical rooms is in conduit. Wiring in all other areas shall be in Plenum rated cable ONLY.
- Control of any equipment not listed below is NOT included.
- 1 year Parts and Labor Warranty provided on controls included in this scope. A remote connection to the automation system is required for warranty support
- 16 hours of owner training is provided.
- Smoke dampers and detectors are NOT provided.
- Valves, wells, and ATC Dampers are to be installed by others
- Demolition is NOT included
- Any provisions, installation, wiring, interface, and/or services associated with smoke, fire, and life safety system devices are NOT included.
- All work is to be performed during regular business hours.

Scope of Work

Area A Items

- **Trane Synchrony System/Web server**
 - **Trane will provide the following items.**
 - ❖ Tracer SC+, existing 120vac & enclosure. Room 124
 - ❖ Integration of new equipment below
 - ❖ Floor plans for navigation
 - ❖ Equipment Standard graphics
 - ❖ License for connected devices
 - ❖ Wireless Communication network wiring (2 WCIs))
 - ❖ Web interface (by owner)
 - **Note:** Remote access, if required, is by the owner.

- **(1) Air Cooled Chiller (on Grade)**
 - **The following items are factory provided and installed by Trane.**
 - ❖ Integral BACnet interface
 - ❖ Integral flow switch
 - **Trane shall install & wire the following FIELD items.**
 - ❖ Wired communications (Currently on BCU)

- **(8) Single Duct Variable Air Volume Boxes (Power by EC)**
 - **The following items are factory provided and installed by Trane.**
 - ❖ BACnet VAV integral programmable controller
 - ❖ Integral actuator & DP
 - ❖ Wireless Network Communications
 - **Trane shall install & wire the following FIELD items.**
 - ❖ Wireless Space sensor installation
 - ❖ Discharge Air sensor
 - ❖ Connect Valve harness
 - ❖ Integration into the Trane Synchrony panel

- **(7) New UH/CUH Valve Provisions (installed by others)**
 - **Trane shall wire the following field items.**
 - ❖ (7) Valves for replacement & rewiring
 - ❖ (7) Confirm operation

- **(8) New Radiation Valve Provisions (installed by others)**
 - **Trane shall wire the following field items.**
 - ❖ (8) Thermostatic Valves for replacement

- **(4) New Pumps/VFDs (by others)**
 - **Trane shall wire the following FIELD items.**
 - ❖ (4) Re-terminate existing I/O wires as required for new pumps/VFDs
 - ❖ Confirm operation

Area B Items

- **Trane Synchrony System/Web server**
 - **Trane will provide the following items.**
 - ❖ Tracer SC+, existing 120vac & enclosure. Room 124
 - ❖ Integration of new equipment below
 - ❖ Floor plans for navigation
 - ❖ Equipment Standard graphics
 - ❖ License for connected devices
 - ❖ Wireless Communication network wiring (2WCIs)
 - ❖ Cat5 cable between SC panels.

- (14) Unit Ventilators
 - Trane shall install & wire the following Factory items
 - ❖ BACnet Controller
 - ❖ End devices for control
 - ❖ Wireless communication interface
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless room sensor installation
- (1) New UH/CUH Valve Provisions (installed by others)
 - Trane shall wire the following field items.
 - ❖ (15) Valves for replacement & rewiring
 - ❖ (15) Confirm operation
- (6) New Radiation Valve Provisions (installed by others)
 - Trane shall wire the following field items.
 - ❖ (6) Thermostatic Valves for replacement
- (1) Air Handlers (AHU-6)
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless WCI installation
 - ❖ Wireless Space sensor installation
 - ❖ Local smoke detector supply/return shutdown wiring
 - ❖ Smoke detector status (BI)
 - ❖ Filter DP
 - ❖ Mixing temperature sensor
 - ❖ Discharge Temperature sensor
 - ❖ HW/CHW valve wiring
 - ❖ Supply Fan VFD Status (CT), enable, speed.
 - ❖ Mixing Damper actuator
 - ❖ Relief damper actuator
 - ❖ Integration into the Trane Synchrony panel

Area C Items

- (21) Unit Ventilators
 - Trane shall install & wire the following Factory items
 - ❖ BACnet Controller
 - ❖ End devices for control
 - ❖ Wireless communication interface
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless room sensor installation
- (10) New Radiation Valve Provisions (installed by others)
 - Trane shall wire the following field items.
 - ❖ (6) Thermostatic Valves for replacement

Upper Floor Area

- (6) Air Handlers (AHU-1, 2, 3, 4, 5, 8)
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless WCI installation
 - ❖ Wireless Space sensor installation
 - ❖ Local smoke detector supply/return shutdown wiring
 - ❖ Smoke detector status (BI)
 - ❖ Filter DP
 - ❖ Mixing temperature sensor
 - ❖ Discharge Temperature sensor
 - ❖ HW/CHW valve wiring
 - ❖ Supply Fan VFD Status (CT), enable, speed.
 - ❖ Mixing Damper actuator

- ❖ Relief damper actuator
- ❖ Integration into the Trane Synchrony panel
- (2) Single Duct Variable Air Volume Boxes (Power by EC)
 - The following items are factory provided and installed by Trane.
 - ❖ BACnet VAV integral programmable controller
 - ❖ Integral actuator & DP
 - ❖ Wireless Network Communications
 - Trane shall install & wire the following FIELD items.
 - ❖ Wireless Space sensor installation
 - ❖ Discharge Air sensor
 - ❖ Connect Valve harness
 - ❖ Integration into the Trane Synchrony panel
- Existing Controller retrofits.
 - Trane shall install & wire the following FIELD items.
 - ❖ HW/CHW MP581 Panels
 - BACnet controller + expansion module to replace HW MP581 and transfer existing points (28)
 - BACnet controller to replace CHW MP581 and transfer power & existing points (19)
 - ❖ AHU-7 MP581 panel
 - BACnet controller + expansion module to replace HW MP581 and transfer power & existing points (27)
 - New Control Valve
 - Wireless WCI coordinator installation
 - ❖ (2) MP503 Replacements sections C & D
 - BACnet SY210 controller & enclosure
 - Wireless WCI coordinator installation
 - Transfer points (4) and power to new controller
 - ❖ (2) Fan Coil ZN521 Replacements
 - BACnet UC400 controller & enclosure
 - Wireless WCI coordinator installation
 - Transfer points (4) and power to new controller
 - ❖ (1) POD MP581 Replacement
 - BACnet UC400 controller & enclosure
 - Wireless WCI coordinator installation
 - Transfer points (25) and power to new controller

PRICING SECTION:

Total Net Price (Excluding Sales Tax) \$ 1,546,750.00

Anticipation Discount Program (ADP):

Trane has created an easy way to reduce your cost through the Anticipation Discount Program (ADP). ADP is a flexible program designed for all customers. Your discount depends on how much you pay, when you pay, the current discount rate and the date your equipment ships.

Total Potential ADP Discount for this project\$ 51,900.00*

*potential adp discount calculated based on a 90% prepayment received by 9/10/23

Your Trane representative will be happy to provide you with a formal ADP quotation so you can lock in your savings

Sincerely,

Keith Dougherty
Vince DeAngelis
Trane U.S. Inc.
1185 North Washington Street
Wilkes Barre, PA 18705
Office Phone: (570) 821-4960
Fax: (866) 483-5414

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE Trane U.S. Inc.
_____	_____
Authorized Representative	Submitted By: Keith Dougherty & Vince DeAngelis
_____	Proposal Date: July 28, 2023
Printed Name	Cell: (717) 503-4364
_____	Office:
Title	License Number:
_____	_____
Purchase Order	Authorized Representative
_____	_____
Acceptance Date	Title
_____	_____
	Signature Date

This proposal is subject to your acceptance of the attached Trane terms and conditions.

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

"Company" shall mean Trane U.S. Inc. for sales in the United States and Trane Canada ULC for sales in Canada.

1. Acceptance. 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 sale of the described commercial equipment and any ancillary services (the "Equipment"). COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The ID number on the invoice shall apply to the specific equipment and any accessories. Company will deliver to Customer within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment 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 cancelled without any liability.

2. Connected Services. In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, a Connected Services, as defined in the Connected Services Terms.

3. Title and Risk of Loss. All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.

4. Pricing and Taxes. Within forty-five (45) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

5. Delivery and Delays. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.

6. Performance. Company shall be obligated to furnish only the Equipment described in the Proposal and in submittal data (if such data is issued in connection with the order). Company may rely on the acceptance of the Proposal and submittal data as acceptance of the suitability of the Equipment for the particular project or location. Unless specifically stated in the Proposal, compliance with any local building codes or other laws or regulations relating to specifications or the location, use or operation of the Equipment is the sole responsibility of Customer. If Equipment is tendered that does not fully comply with the provisions of this Agreement and Equipment is rejected by Customer, Company will have the right to cure within a reasonable time after notice thereof by substituting a conforming tender whether or not the time for performance has passed.

7. Force Majeure. Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the 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 (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) 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 material 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.

8. Limited Warranty. Company warrants the Equipment manufactured by Company for a period of the lesser of 12 months from initial start-up or 18 months from date of shipment, whichever is less, against failure due to defects in material and manufacture and that it has the capacities and ratings set forth in Company's catalogs and bulletins ("Warranty"). Equipment manufactured by Company that includes required start-up and sold in North America will not be warranted by Company unless Company performs the Equipment startup. Exclusions from this Warranty include damage or failure arising from: wear and tear; corrosion, erosion, deterioration; modifications made by others to the Equipment; repairs or alterations by a party other than Company that adversely affects the stability or reliability of the Equipment; vandalism; neglect; accident; adverse weather or environmental conditions; abuse or improper use; improper installation; commissioning by a party other than Company; unusual physical or electrical or mechanical stress; operation with any accessory, equipment or part not specifically approved by Company; refrigerant not supplied by Company; and/or lack of proper maintenance as recommended by Company. Company shall not be obligated to pay for the cost of lost refrigerant or lost product. Company's obligations and liabilities under this Warranty are limited to furnishing replacement equipment or parts, at its option, FCA (Incoterms 2000) factory or warehouse (i.e. factory or warehouse for US domestic purposes) or Company-designated shipping point, freight-allowed to Company's warranty agent's stock location, for all non-conforming Company-manufactured Equipment (which have been returned by Customer to Company). Returns must have prior written approval by Company and are subject to restocking charge where applicable. Equipment, material and/or parts that are not manufactured by Company ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO. No warranty liability whatsoever shall attach to Company until Customer's complete order has been paid for in full and Company's liability under this Warranty shall be limited to the purchase price of the Equipment shown to be defective. Additional warranty protection is available on an extra-cost basis and must be in writing and agreed to by an authorized signatory of the Company. EXCEPT FOR COMPANY'S WARRANTY EXPRESSLY SET FORTH HEREIN, COMPANY DOES NOT MAKE, AND HEREBY EXPRESSLY DISCLAIMS, ANY WARRANTIES, EXPRESS OR IMPLIED CONCERNING ITS PRODUCTS, EQUIPMENT OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF DESIGN, MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR OTHERS THAT ARE ALLEGED TO ARISE FROM COURSE OF DEALING OR TRADE.

9. 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 attorneys' fees, resulting from death or bodily injury or damage to real or 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.

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance 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 any rights of subrogation.

11. Customer 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, require payment prior to shipping, or suspend performance by delivery of written notice: (1) Any failure by Customer to pay amounts when due; (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 connection with 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 the Company for all Equipment furnished and all damages sustained by Company (including lost profit and overhead).

12. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT CONSEQUENTIAL, PUNITIVE, EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION REFRIGERANT LOSS, BUSINESS INTERRUPTION, LOST DATA, LOST REVENUE, LOST PROFITS), OR CONTAMINANTS LIABILITIES, 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.

13. CONTAMINANTS LIABILITY

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION, OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANTS LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

14. Nuclear Liability. In the event that the Equipment sold hereunder is to be used in a nuclear facility, Customer will, prior to such use, arrange for insurance or governmental indemnity protecting Company against all liability and hereby releases and agrees to indemnify Company and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of Company or its suppliers.

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought

against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

16. **Cancellation.** Equipment is specially manufactured in response to orders. An order placed with and accepted by Company cannot be delayed, canceled, suspended, or extended except with Company's written consent and upon written terms accepted by Company that will reimburse Company for and indemnify Company against loss and provide Company with a reasonable profit for its materials, time, labor, services, use of facilities and otherwise. Customer will be obligated to accept any Equipment shipped, tendered for delivery or delivered by Company pursuant to the order prior to any agreed delay, cancellation, suspension or extension of the order. Any attempt by Customer to unilaterally revoke, delay or suspend acceptance for any reason whatever after it has agreed to delivery of or accepted any shipment shall constitute a breach of this Agreement. For purposes of this paragraph, acceptance occurs by any waiver of inspection, use or possession of Equipment, payment of the invoice, or any indication of exclusive control exercised by Customer.

17. **Invoicing and Payment.** Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 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. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment 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 (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). 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. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

18. **Claims.** Company will consider claims for concealed shortages in shipments or rejections due to failure to conform to an order only if such claims or rejections are made in writing within 15 days of delivery and are accompanied by the packing list and, if applicable, the reasons in detail why the Equipment does not conform to Customer's order. Upon receiving authorization and shipping instructions from authorized personnel of Company, Customer may return rejected Equipment, transportation charges prepaid, for replacement. Company may charge Customer any costs resulting from the testing, handling, and disposition of any Equipment returned by Customer which are not found by Company to be nonconforming. All Equipment damaged during shipment and all claims relating thereto must be made with the freight carrier in accordance with such carrier's policies and procedures. Claims for Equipment damaged during shipment are not covered under the warranty provision stated herein.

19. **Export Laws.** The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

20. **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 of New York for Equipment shipped to a U.S. location and the laws of the province to which Equipment is shipped within Canada, without regard to its conflict of law principles that might otherwise call for the application of a different state's or province's law, and not including the United Nations Convention on Contracts for the International Sale of Goods. 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 Equipment is being used at a site 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.

21. **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 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 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.

22. **U.S. Government Work.**

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment 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 52.212-5(e)(1).

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: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment 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.

23. **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.

1-26.130-4 (0622)
Supersedes 1-26.130-4(1221b)

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION

"Company" shall mean Trane U.S. Inc. for Work performed in the United States or Trane Canada ULC for Work performed in Canada.

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 AND EQUIPMENT PRICES 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. Prices in the Proposal are subject to change at any time upon notice to Customer. 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 Customer's counteroffer 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 counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, 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 cancelled without any liability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.
2. **Connected Services.** In addition to these terms and conditions, the Connected Services Terms of Service ("Connected Services Terms"), available at <https://www.trane.com/TraneConnectedServicesTerms>, as updated from time to time, are incorporated herein by reference and shall apply to the extent that Company provides Customer with Connected Services, as defined in the Connected Services Terms.
3. **Title and Risk of Loss.** All Equipment sales with destinations to Canada or the U.S. shall be made as follows: FOB Company's U.S. manufacturing facility or warehouse (full freight allowed). Title and risk of loss or damage to Equipment will pass to Customer upon tender of delivery of such to carrier at Company's U.S. manufacturing facility or warehouse.
4. **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. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Work are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of goods. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If such release is not received within 6 months after date of order receipt, Company reserves the right to cancel any order. If shipment is delayed due to Customer's actions, Company may also charge Customer storage fees. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased.
5. **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.
6. **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.
7. **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.
8. **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 representatives 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 its failure to do so. Delivery dates are approximate and not guaranteed. Company will use commercially reasonable efforts to deliver the Equipment on or before the estimated delivery date, will notify Customer if the estimated delivery dates cannot be honored, and will deliver the Equipment and services as soon as practicable thereafter. In no event will Company be liable for any damages or expenses caused by delays in delivery.
9. **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 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.
10. **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.
11. **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, negotiations 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.
12. **Utilities During Construction.** Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.
13. **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 of, 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.
14. **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/mould and/or 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.
15. **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, injury (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.
16. **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 (i) remain in effect but Company's obligations shall be suspended until the

uncontrollable event terminates or (ii) 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 material 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.

17. **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)

18. **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 attorneys' 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.

19. **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, INCLUDING CONTAMINANTS LIABILITIES, 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.

20. **CONTAMINANTS LIABILITY**

The transmission of COVID-19 may occur in a variety of ways and circumstances, many of the aspects of which are currently not known. HVAC systems, products, services and other offerings have not been tested for their effectiveness in reducing the spread of COVID-19, including through the air in closed environments. IN NO EVENT WILL COMPANY BE LIABLE UNDER THIS AGREEMENT OR OTHERWISE FOR ANY INDEMNIFICATION, ACTION OR CLAIM, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHERWISE, FOR ANY BODILY INJURY (INCLUDING DEATH), DAMAGE TO PROPERTY, OR ANY OTHER LIABILITIES, DAMAGES OR COSTS RELATED TO CONTAMINANTS (INCLUDING THE SPREAD, TRANSMISSION, MITIGATION, ELIMINATION, OR CONTAMINATION THEREOF) (COLLECTIVELY, "CONTAMINANT LIABILITIES") AND CUSTOMER HEREBY EXPRESSLY RELEASES COMPANY FROM ANY SUCH CONTAMINANTS LIABILITIES.

21. **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.

22. **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"). Trane equipment sold on an uninstalled basis is warranted in accordance with Company's standard warranty for supplied equipment. Product manufactured by Company that includes required startup 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 thereof) 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 Company; 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 ("Third-Party Product(s)") are not warranted by Company and have such warranties as may be extended by the respective manufacturer. CUSTOMER UNDERSTANDS THAT COMPANY IS NOT THE MANUFACTURER OF ANY THIRD-PARTY PRODUCT(S) AND ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS ARE THOSE OF THE THIRD-PARTY MANUFACTURER, NOT COMPANY AND CUSTOMER IS NOT RELYING ON ANY WARRANTIES, CLAIMS, STATEMENTS, REPRESENTATIONS, OR SPECIFICATIONS REGARDING THE THIRD-PARTY PRODUCT THAT MAY BE PROVIDED BY COMPANY OR ITS AFFILIATES, WHETHER ORAL OR WRITTEN. 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 OF ANY KIND, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE. ADDITIONALLY, COMPANY MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND REGARDING PREVENTING, ELIMINATING, REDUCING OR INHIBITING ANY MOLD, FUNGUS, BACTERIA, VIRUS, MICROBIAL GROWTH, OR ANY OTHER CONTAMINANTS (INCLUDING COVID-19 OR ANY SIMILAR VIRUS) (COLLECTIVELY, "CONTAMINANTS"), WHETHER INVOLVING OR IN CONNECTION WITH EQUIPMENT, ANY COMPONENT THEREOF, SERVICES OR OTHERWISE. IN NO EVENT SHALL COMPANY HAVE ANY LIABILITY FOR THE PREVENTION, ELIMINATION, REDUCTION OR INHIBITION OF THE GROWTH OR SPREAD OF SUCH CONTAMINANTS INVOLVING OR IN CONNECTION WITH ANY EQUIPMENT, THIRD-PARTY PRODUCT, OR ANY COMPONENT THEREOF, SERVICES OR OTHERWISE AND CUSTOMER HEREBY SPECIFICALLY ACKNOWLEDGES AND AGREES THERETO.

23. **Insurance.** Company agrees to maintain the following insurance 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 insurance 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.

24. **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 accrued, in any and all events not later than the last date that Company or its subcontractors physically performed work on the project site.

25. **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 Work is 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.

26. **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 60-1 through 60-80, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 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.

27. **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 52.212-5(e)(1). Company complies with 52.219-8 or 52.219-9 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 in effect as of the date of this subcontract: 52.203-19; 52.204-21; 52.204-23; 52.219-8; 52.222-21; 52.222-26; 52.222-35; 52.222-36; 52.222-50; 52.225-26; 52.247-64. 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.

28. **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.

29. **Building Automation Systems and Network Security.** Customer and Trane acknowledge that Building Automation System (BAS) and connected networks security requires Customer and Trane to maintain certain cybersecurity obligations. Customer acknowledges that upon completion of installation and configuration of the BAS, the Customer maintains ownership of the BAS and the connected network equipment. Except for any applicable warranty obligations, Customer is solely responsible for the maintenance and security of the BAS and related networks and systems. In the event there is a service agreement between Trane and Customer, Trane will provide the services as set forth in the service agreement.

In order to maintain a minimum level of security for the BAS, associated networks, network equipment and systems, Customer's cybersecurity responsibilities include without limitation:

Ensure that the BAS, networks, and network equipment are physically secure and not accessible to unauthorized personnel.

Ensure the BAS remains behind a secure firewall and properly segmented from all other customer networks and systems, especially those with sensitive information.

Keep all inbound ports closed to any IP addresses in the BAS.

Remove all forwarded inbound ports and IP addresses to the BAS.

Maintain user login credentials and unique passwords, including the use of strong passwords and the removal of access for users who no longer require access.

Where remote access is desired, utilize a secure method such as Trane Connect Secure Remote Access or your own VPN.

For any Trane services requiring remote data transfer and/or remote user access, configure the BAS and related firewall(s) per instructions provided by Trane. This typically includes configuring Port 443 and associated firewall(s) for outbound only.

Perform regular system maintenance to ensure that your BAS is properly secured, including regular software updates to your BAS and related network equipment (i.e., firewalls).

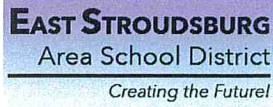
Any and all claims, actions, losses, expenses, costs, damages, or liabilities of any nature due to Customer's failure to maintain BAS security responsibilities and/or industry standards for cybersecurity are the sole responsibility of the Customer.

1-26.251-10(0123)

Supersedes 1-26.251-10(1221)

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- a. Global Vending Group - Book Vending Machines (8) -
\$49,220 paid with Learning Loss Grant



William Vitulli <william-vitulli@esasd.net>

Form 611

8 messages

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Wed, Aug 2, 2023 at 9:11 AM

Thanks for filling out

Form 611

Here's what was received.

[Edit response](#)

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM **611**

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Vitulli

Department *

C&I

Building *

Admin

What service or item are requesting *

Book Vending Machines (8)

Why are you requesting the service or item *

To enhance the love of reading and improved behavior management

Suggested replacement *

none

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

n/a

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

Yes

What is the total cost of the purchase? *

\$49,220

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: Multiple quotes

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

n/a

Which Fund will be charged? *

10 ▼

What account will be charged? *

Learning Loss Grant

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. *

Yes

Any additional information you would like to provide.

[Create your own Google Form](#)

[Report Abuse](#)

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email, and destroy all copies of the original message.

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Wed, Aug 2, 2023 at 9:22 AM

Thanks for filling out

Form 611

Global Vending Group, Inc.

6000 N. Bailey Ave, Suite 1E
 Amherst, NY 14226 US
 +1 7166742820
 AR@globalvendinggroup.com



GLOBAL VENDING GROUP
 vending made easy™

Pro-forma invoice

ADDRESS
 William Vitulli
 East Stroudsburg Area School District
 50 Vine St
 EAST STROUDSBURG, PA 18301

SHIP TO
 SEE BELOW

PRO-FORMA 16766
 INVOICE
 DATE 07/17/2023

SALESPERSON ID
 KB

REFERENCE NUMBER
 14198923040

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
INCHY (A) BW NEW 2023	INCHY (A) BW NEW 2023 size: 48in W x 33in D x 76in H size on pallet: 48in W x 40in D x 83in H (6) ELEMENTARY SCHOOLS SEE BELOW	6	4,995.00	29,970.00
Tokens	600 Additional Tokens. 100 per school (6)	6	50.00	300.00
Upgrade Tray Option AV4	Upgraded Picture Book Tray - Option A set up: default X2, A, A, A per school (6) SmithField Elementary Principal- Eric Kerstetter Address- 245 River Road East Stroudsburg, PA 1830 Bushkill Elementary Principal- Matthew Sadowsky Address- 113 North School Drive Dingmans Ferry, PA 18328 East Stroudsburg Elementary Principal- David Baker Address- 93 Independence Road East Stroudsburg, PA 1830 J.M.Hill Principal- Jessica Reese Address- 151 East Broad Street East Stroudsburg, PA 1830 Middle Smithfield Elementary Principal- Jennifer Moriarty Address- 5180 Milford Road East Stroudsburg, PA 18302	18	150.00	2,700.00

*bill completed
8/2/23*

Resica Elementary
 Principal- Gail Kulick
 Address- 1 Gravel Ridge Road
 East Stroudsburg, PA 18302

LG	Shipping: Lift Gate - outside delivery to the door only. (inside delivery and placement NOT INCLUDED!)	6	695.00	4,170.00
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SHIPPING DISCLOSURE
 Please review the machine dimensions and 'Ship To'
 address listed above. Contact GVG Shipping within (5)
 business days of receiving this invoice with any address
 changes or location access issues due to machine sizes
 provided.

\$695 per school (6)

INCHY (B) NOTEBOOK (STANDARD) BW NEW 2023	INCHY (B) NOTEBOOK (STANDARD) BW NEW 2023 size: 48in W x 33in D x 76in H size on pallet: 48in W x 40in D x 83in H	2	4,995.00	9,990.00
---	---	---	----------	----------

(2) INTERMEDIATE SCHOOLS

SEE BELOW

Tokens	Inchy Tokens 200 Ct	2	50.00	100.00
--------	---------------------	---	-------	--------

100 per school (2)

Upgrade Tray Option AV4	Upgraded Picture Book Tray - Option A	4	150.00	600.00
-------------------------	---------------------------------------	---	--------	--------

set u: default X3, A, A per school (2)

J.T. Lambert Intermediate
 Principal- Ray Lenhart
 Address- 2000 Milford Road
 East Stroudsburg, PA 18301

Lehman Intermediate
 Principal- Debar Padavano
 Address- 257 Timberwolf Drive
 Dingmans Ferry, PA 1832

LG	Shipping: Lift Gate - outside delivery to the door only. (inside delivery and placement NOT INCLUDED!)	2	695.00	1,390.00
----	---	---	--------	----------

SHIPPING DISCLOSURE
 Please review the machine dimensions and 'Ship To'
 address listed above. Contact GVG Shipping within (5)
 business days of receiving this invoice with any address
 changes or location access issues due to machine sizes
 provided.

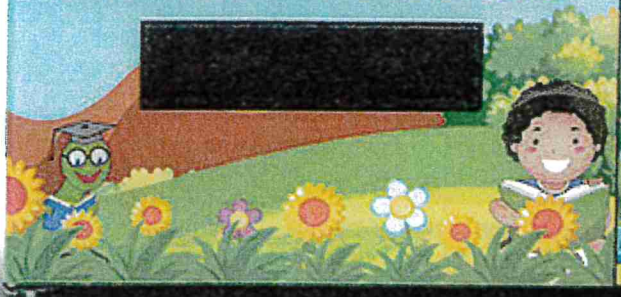
\$695 per school

SUBTOTAL	49,220.00
TAX	0.00
TOTAL	\$49,220.00

BookVending.com



INCHY'S BOOKWORM VENDING MACHINE



VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

b. CodeHS - Coding Software - renewal - \$7,200 paid by C&I

Here's what was received.

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM **611**

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

vitulli

Department *

C&I

Building *

admin

What service or item are requesting *

CodeHS - coding software

Why are you requesting the service or item *

renewal

Suggested replacement *

none

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

no - renewal

What is the total cost of the purchase? *

7,200

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: quote

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

.....

Which Fund will be charged? *

10 ▼

What account will be charged? *

10-1110-650-000-00-000-004-000-0000-.....

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. *

n/a

Any additional information you would like to provide.

renewal of curriculum

Create your own Google Form

Report Abuse

[Quoted text hidden]

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Wed, Aug 2, 2023 at 9:31 AM

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

CodeHS, Inc
747 N LaSalle Dr #500
Chicago, IL 60654



CodeHS

East Stroudsburg Area School District
ATTN: Business Office Att: A/P
50 Vine Street
East Stroudsburg, PA 18301

This invoice is **NOT PAID**
INVOICE #25449
INVOICE DATE: 07/01/2023
DUE DATE: 07/31/2023
P.O. Number:

This invoice is for the 2023-2024 school year.

Description	Start Date	End Date	Quantity	Unit Price	Total Price
Pro Section License	07/01/2023	06/30/2024	3 Sections	\$2400.00	\$7200.00
Total Cost					\$7200.00

Company Address:
CodeHS Inc.
747 N LaSalle Dr #500
Chicago, IL 60654
Phone: (415) 889-3376

W-9 available at <https://codehs.com/w9>
Please email POs to hello@codehs.com

Bank Address:
JPMorgan Chase
270 Park Avenue
New York, NY 10017

For ACH:
Routing number: 071000013
Account number: 933023779

For Wire Transfers:
Routing number: 021000021
Account number: 933023779

SWIFT Code:
CHASUS33XXX

Bill.com Payment Network ID:
0143656564094887

*Call completed
8/2/23*

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- c. McGraw Hill - Reveal Math Materials & Support - Pilot - \$8,731.80 paid by
ESSER III

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (william-vitulli@esasd.net) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

vitulli

Department *

c&i

Building *

admin

What service or item are requesting *

curriculum

Why are you requesting the service or item *

change of provider

Suggested replacement *

Reveal Math

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

Yes...many vendors were evaluated by staff last year

What is the total cost of the purchase? *

\$8,731.80

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

.....

Which Fund will be charged? *

10



What account will be charged? *

10-1110-640-000-30-000-004-000-0000-

Selection of the winning proposal, was the lowest price selected? If not, please explain why and * the process of selecting the vendor.

n/a

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.





Because learning changes everything.®

QUOTE PREPARED FOR:

East Stroudsburg Area Sch Dist
50 VINE ST
EAST STROUDSBURG, PA 18301-2150
ACCOUNT NUMBER: 410936

SUBSCRIPTION/DIGITAL CONTACT:

Heather Piperato
heather-piperato@esasd.net
570-424-8430

CONTACT:

Heather Piperato
heather-piperato@esasd.net
570-424-8430

SALES REP INFORMATION:

Lindsay Neath
lindsay.neath@mheducation.com

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Student Materials	\$34,914.90	(\$34,914.90)	\$0.00
Teacher Materials	\$3,610.60	(\$3,610.60)	\$0.00
Professional Development	\$8,731.80	\$0.00	\$8,731.80
PRODUCT TOTAL*	\$47,257.30	(\$38,525.50)	\$8,731.80
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			TBD
GRAND TOTAL*			\$8,731.80

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

*bill submitted
9/2*

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 07/26/2023

ACCOUNT NAME: East Stroudsburg Area Sch Dist

EXPIRATION DATE: 10/24/2023

QUOTE NUMBER: LNEAT-07212023100922-001

ACCOUNT #: 410936

PAGE #: 1



Because learning changes everything.™

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Student Materials					
REVEAL MATH COURSE 1 STUDENT DIGITAL 1 YEAR BUNDLE WITH ALEKS	978-0-07-695964-8	350	\$38.58	\$13,503.00	*Free Materials
REVEAL MATH COURSE 2 STUDENT DIGITAL 1 YEAR BUNDLE WITH ALEKS	978-0-07-695965-5	250	\$38.58	\$9,645.00	*Free Materials
REVEAL MATH COURSE 3 STUDENT DIGITAL 1 YR BUNDLE WITH ALEKS MY.	978-0-07-695966-2	250	\$38.58	\$9,645.00	*Free Materials
REVEAL MATH ACCELERATED STUDENT BUNDLE WITH ALEKS VIA MY.MHEDUCATION 1YR SUBS	978-1-26-432149-0	55	\$38.58	\$2,121.90	*Free Materials
Student Materials Subtotal:				\$34,914.90	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 07/26/2023

ACCOUNT NAME: East Stroudsburg Area Sch Dist

EXPIRATION DATE: 10/24/2023

QUOTE NUMBER: LNEAT-07212023100922-001

ACCOUNT #: 410936

PAGE #: 2



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Teacher Materials					
REVEAL MATH COURSE 1 TEACHER BUNDLE TES AND TEACHER DIGITAL LICENSE 1YR SUBSC	978-0-07-681899-0	5	\$237.78	\$1,188.90	*Free Materials
REVEAL MATH COURSE 2 TEACHER BUNDLE TES AND TEACHER DIGITAL LICENSE 1YR SUBSC	978-0-07-681900-3	4	\$237.78	\$951.12	*Free Materials
REVEAL MATH COURSE 3 TEACHER BUNDLE TES AND TEACHER DIGITAL LICENSE 1YR SUBSC	978-0-07-681904-1	4	\$237.78	\$951.12	*Free Materials
REVEAL MATH ACCELERATED TEACHER EDITION VOLUME 1	978-0-07-899725-9	2	\$96.39	\$192.78	*Free Materials
REVEAL MATH ACCELERATED TEACHER EDITION VOLUME 2	978-0-07-899178-3	2	\$96.39	\$192.78	*Free Materials
REVEAL MATH ACCELERATED TEACHER 1 YEAR SUBSCRIPTION	978-0-07-683676-5	2	\$42.84	\$85.68	*Free Materials
ALEKS 6-12 STANDALONE VIA MY.MHEDUCATION.COM 1 YEAR TEACHER SUBSCRIPTION	978-0-07-696593-9	1	\$48.22	\$48.22	*Free Materials
Teacher Materials Subtotal:				\$3,610.60	\$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 07/26/2023

ACCOUNT NAME: East Stroudsburg Area Sch Dist

EXPIRATION DATE: 10/24/2023

QUOTE NUMBER: LNEAT-07212023100922-001

ACCOUNT #: 410936

PAGE #: 3



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Professional Development					
ALEKS ONSITE PD	978-1-26-510212-8	3	\$2,910.60	\$0.00	\$8,731.80
STAFF DEVELOPMENT WORKSHOP	TRN2001	TBD	\$3,500.00	*Free Materials	*Free Materials
Professional Development Subtotal:				\$0.00	\$8,731.80

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 07/26/2023

ACCOUNT NAME: East Stroudsburg Area Sch Dist

EXPIRATION DATE: 10/24/2023

QUOTE NUMBER: LNEAT-07212023100922-001

ACCOUNT #: 410936

PAGE #: 4



Because learning changes everything.®

QUOTE PREPARED FOR:

East Stroudsburg Area Sch Dist
50 VINE ST
EAST STROUDSBURG, PA 18301-2150
ACCOUNT NUMBER: 410936

CONTACT:

Heather Piperato
heather-piperato@esasd.net
570-424-8430

VALUE OF ALL MATERIALS	\$47,257.30
FREE MATERIALS	(\$38,525.50)
PRODUCT TOTAL*	\$8,731.80
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$8,731.80

SUBSCRIPTION/DIGITAL CONTACT:

Heather Piperato
heather-piperato@esasd.net
570-424-8430

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

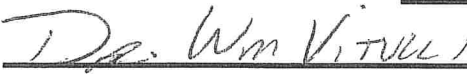
By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)


[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____



Name of School Official (Please Print)



Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 07/26/2023

ACCOUNT NAME: East Stroudsburg Area Sch Dist

EXPIRATION DATE: 10/24/2023

QUOTE NUMBER: LNEAT-07212023100922-001

ACCOUNT #: 410936

PAGE #: 5

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

d. HMH - ELA Support & Materials - Pilot - \$75,310.00 paid by ESSER III

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (william-vitulli@esasd.net) was recorded on submission of this form.

Untitled Section

FORM **611**

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

vitulli

Department *

C&I

Building *

admin

What service or item are requesting *

HMH curriculum for pilot intermediate school

Why are you requesting the service or item *

replacing old curriculum

Suggested replacement *

NONE

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

Yes...vendor was screened by staff in 22/23 SY

What is the total cost of the purchase? *

\$75,310

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Which Fund will be charged? *

10 ▼

What account will be charged? *

Essers

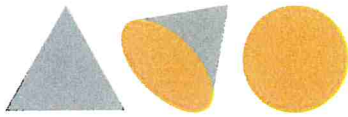
Selection of the winning proposal, was the lowest price selected? If not, please explain why and * the process of selecting the vendor.

n/a

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.





Houghton Mifflin Harcourt

Proposal #008738200

Prepared For

East Stroudsburg Area Sch Dist

Attention:

William Vitulli

william-vitulli@esasd.net

For the Purchase of:

Into Literature Pilot Services

Prepared By

Scott Hamilton

scott.hamilton@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

*bill submitted
8/2/23*

Coupon Code: PRODPB15

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
William Vitulli
william-vitulli@esasd.net

HMH Confidential and Proprietary

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Date of Proposal: 6/28/2023

**Proposal for
East Stroudsburg Area Sch Dist**

Expiration Date: 8/12/2023

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Professional Services - Into Literature						
1858739	9780358885283 Into Literature V2 Coaching In-Person 6-Hour Grades 6-12	\$4,200.00	20	\$84,000.00	\$12,600.00	\$71,400.00
1639084	9780544790100 Into Literature V2 Getting Started In-Person (One, 3 HR Session Plus Planning) 6-Hour Grades 6-12 This three-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. An HMH Coach will provide the introductory Getting Started session to teachers in the morning and offer facilitated planning and Q&A time in the afternoon. Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.	\$4,200.00	1	\$4,200.00	\$ 630.00	\$3,570.00
1851401	9780358841449 Into Literature V2 Leader Success Live Online 1 Hour Grade 6-12 Designed specifically for district and school leaders and instructional coaches to successfully kick off the first 30 days, this session provides an overview of the program's instructional model, assessments, and Ed, the HMH program platform. Leaders will also explore what to look for in a classroom during the first 30 days of instruction and tools to successfully support teachers with their new HMH program	\$ 400.00	1	\$ 400.00	\$ 60.00	\$ 340.00

Total for Professional Services - Into Literature **\$75,310.00**

Subtotal Purchase Amount:	\$75,310.00
Shipping & Handling:	\$0.00
Total Cost of Proposal (PO Amount):	\$75,310.00

****Please add proper sales tax to your order****

Coupon Code: PRODPB15

Attention:
William Vitulli
william-vitulli@esasd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

Proposal for
East Stroudsburg Area Sch Dist

Total Cost of Proposal (PO Amount): \$75,310.00

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

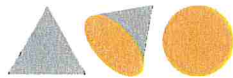
Ship to:	Sold to:
East Stroudsburg Area Schl Dist	East Stroudsburg Area Schl Dist
50 Vine St	50 Vine St
East Stroudsburg, PA 18301-2150	East Stroudsburg, PA 18301-2150
- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 6/28/2023

Proposal Expiration Date: 8/12/2023



Houghton Mifflin Harcourt

Coupon Code: PRODPB15

Attention:
William Vitulli
william-vitulli@esasd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

Into Literature Professional Learning Pilot Plan

East Stroudsburg Area School District

Our Recommended Strategy

To revitalize the teaching and learning efforts taking place in E. Stroudsburg Area School District, the plan below has been crafted to provide targeted support in the areas of core content knowledge to support student-driven attainments. Coaching days have been centered with a specific focus area that can be strategically shared during planning/PLC times as part of the observational cycles. In unison explicit coaching cycle days have been included to support Integrity Walks—helping to ensure that every teacher is seen and supported throughout the school year. The plan allocates # instructional coaches for both J.T. Lambert and Lehman Intermediate Schools. The reengagement with the curriculum materials will allow district partners to regularly progress monitor and identify areas of strength and weakness more efficiently. As requested, the plan leverages in-person days to support the work. This three-year plan first focuses on reading comprehension and analytical strategies, then grows to fine-tune the writing elements of the curriculum, and quintessentially solidifies the needs of a culturally responsive classroom.

June	July	August	September	October	November
<p>Personalized Support</p> <p>(2), In-Person Coaching Day #6—<i>Observation and Debrief Cycles. Focus: Targeted Observation Cycle #1</i></p> <p>Implementation Support</p> <p>Utilization Meeting</p>	<p>Leadership Support</p> <p>(1), Leadership Session: Dashboard review, Data Reports, and Classroom Look Fors.</p> <p>Getting Started</p> <p>(1), In-Person Getting Started sessions for new teachers and those that need a refresher.</p> <p>Implementation Support</p> <p>BOY Success Planning Call</p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #1—<i>Planning & Prioritizing Instruction with Into Literature. Focus: Intentional and Focused Lesson Planning</i></p> <p>Personalized Support</p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #2—<i>ELA Content Knowledge. Focus: Actionable Strategies for Literary Priority Concepts and Skills</i></p> <p>Personalized Support</p> <p>(2), In-Person Coaching Day #3—<i>ELA Content Knowledge. Focus: Building Text Analysis Skills with Annotations and Close Reading.</i></p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #4—<i>ELA Content Knowledge. Focus: Fostering Students use of Academic Language During Discussions</i></p> <p>Implementation Support</p> <p>(2), In-Person Coaching Day #5—<i>ELA Content Knowledge. Focus: Preparing Students to Effectively use Evidence to Support Their Claims and Arguments.</i></p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #10—<i>Observation and Debrief Cycles. Focus: Targeted Observation Cycle #3</i></p> <p>Implementation Support</p> <p>EOY Gains Meeting</p>
<p>Personalized Support</p> <p>(2), In-Person Coaching Day #7—<i>Assessment & Progress Monitoring. Focus: Using Formative Assessments to Facilitate Reflection & Monitor Understanding</i></p> <p>Implementation Support</p> <p>MOY Gains Meeting</p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #8—<i>Observation and Debrief Cycles. Focus: Targeted Observation Cycle #2</i></p> <p>Implementation Support</p> <p>MOY Gains Meeting</p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #9—<i>Assessment & Progress Monitoring. Focus: Analyzing Assessment Data to Inform Instruction and Measure Student Growth</i></p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #10—<i>Observation and Debrief Cycles. Focus: Targeted Observation Cycle #3</i></p>	<p>Personalized Support</p> <p>(2), In-Person Coaching Day #10—<i>Observation and Debrief Cycles. Focus: Targeted Observation Cycle #3</i></p>	<p>Implementation Support</p> <p>EOY Gains Meeting</p>

HMH Pilot Agreement

Program Title HMH Into Literature, 2021

Grade Level(s): 6-8

The successful implementation of a pilot involves a shared commitment between Houghton Mifflin Harcourt Publishing Company (“HMH”) and East Stroudsburg Area School District (the “School/District”). This involves careful planning of all elements of program deployment, professional development, and assessment of results. This document is designed to guide and formalize the discussion of a planned pilot (the “Pilot”) of HMH instructional materials or software programs (the “Pilot Materials”), to structure the timelines for key activities associated with program success, and to serve as a pilot agreement (the “Pilot Agreement”).

For this Pilot, HMH agrees to the following (scheduling of which shall be determined by the parties at mutually convenient times and subject to change by either party upon reasonable notice):

- Organize an initial meeting with key stakeholders to determine Pilot requirements: complete Pilot process, number of teachers, number of students, grade level, length of Pilot and clear metrics for evaluation;
- Explain the essential elements of a model Pilot implementation plan based on the above information;
- Provide an initial Pilot implementation training for all School/District Pilot teachers;
- Clarify material distribution process for set up and following Pilot;
- Conduct a Pilot Planning Call with School/District principals/leadership to explain the Pilot Materials and the hallmarks of faithful implementation;
- Provide scheduled check in meetings with all School/District Pilot teachers to train, answer questions, and problem-solve;
- Provide technology support to the School/District Pilot teachers during the Pilot;
- Provide regular communication via email and check-in calls to all School/District Pilot teachers;
- Conduct a mid-Pilot review with all School/District key personnel;
- Regularly review progress with School/District principals/leadership at intervals to be determined during initial meeting;
- Meet with School/District principals/leadership to finalize decision-making.

To participate in this Pilot, the School/District agrees to the following:

- The School/District will undergo a technology discussion with the HMH Pilot Manager or Account Executive to ensure compatibility with School/District devices, bandwidth, etc., and HMH digital assets;
- The School/District will ensure Pilot teachers will use the Pilot Materials with fidelity and will follow intended pacing, as agreed upon between HMH and School/District and modeled in professional development sessions within appropriate School/District classroom parameters. The suggested pacing should allow extra time for newness of curriculum;
- The School/District will ensure Piloting classrooms will implement the Pilot Materials as the core vehicle of instruction (when applicable) and according to the intended instructional design;

PILOT TEAM



- The School/District will ensure Pilot teachers will attend all scheduled professional development training provided by HMH, as agreed upon with the School/District in advance, and recorded on a Pilot Action Plan, to be provided under separate cover;
- School/District Pilot teachers will receive in-person visits **and/or** virtual support from HMH personnel. In-person visits **and/or** virtual support will be planned/scheduled in advance and will **not** disturb or disrupt the learning environment;
- The School/District will share Pilot feedback with HMH throughout the process;
- The School/District will respond to reasonable requests for support of professional development sessions that will include items such as adequate facilities, receiving/shipping of materials, audio visual equipment, etc.;
- The School/District agrees that this Pilot Agreement is for a pre-determined length of time and does not imply any future commitments of the part of either party;
- By participating in this Pilot, the School/District agrees to be bound by the HMH Standard PreK-12 Terms of Purchase applicable to Pilots which can be found at <https://www.hmhco.com/terms-of-purchase/pilots>.

Participating School/District Pilot teachers will each receive the agreed upon Pilot Materials and online access as outlined in the Pilot order proposal, to be provided under separate cover.

Agreed upon teacher and student numbers:

Grade Level	Teacher Numbers	Student Numbers
6	4	120
7	4	120
8	4	120

The Pilot evaluation period will officially begin with the Pilot implementation training session on _____ and will conclude on _____.

HMH will conduct Pilots during one academic year only.

This Pilot Agreement is made and entered into by:
School/District (Authorized Representative)

Printed Name: Nm Vorvill

Date: 2/14/23
Title: Asst. Superintendent

HOUGHTON MIFFLIN HARCOURT PUBLISHING COMPANY

_____ Date: _____

Printed Name: _____ Title: _____

Please complete and return via DocuSign to Pilot Manager or Account Executive

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

e. Zaner-Bloser - Super Kids - Add'l materials K-2 - \$23,155 paid by C&I

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (william-vitulli@esasd.net) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

vitulli

Department *

c&i

Building *

admin

What service or item are requesting *

SuperKids Materials

Why are you requesting the service or item *

additional needs

Suggested replacement *

n/a

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

n/a

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

n/a

What is the total cost of the purchase? *

\$23,155

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Which Fund will be charged? *

10 ▼

What account will be charged? *

10-2260-640-000-10-000-004-000-0000-

Selection of the winning proposal, was the lowest price selected? If not, please explain why and * the process of selecting the vendor.

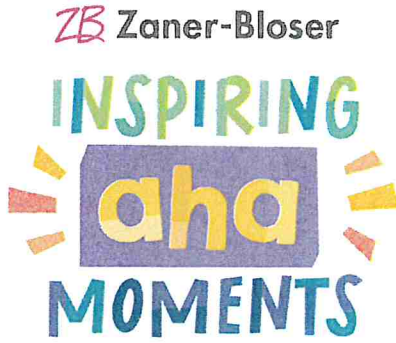
n/a

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

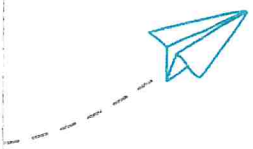


August



QUOTE SUMMARY FOR

East Stroudsburg Area Sch Dist
 East Stroudsburg, PA
 Devyn Kolcun
 (570) 424-8500
 devyn-kolcun@esasd.net



Quote # 00050789
 Issued on July 5, 2023
 Expires on October 3, 2023

PREPARED BY
 Angie Eckerle
 Account Manager
 (800) 248-2568 ext. 2807
 angie.eckerle@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

611 Submitted
 8/2/23

July 5, 2023

East Stroudsburg Area Sch Dist • East Stroudsburg, PA

Dear Devyn:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Be sure to fill out parts A, B, and C of the Digital Product Information section if online access is included with your order.

We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Angie Eckerle
Account Manager

QUOTE SUMMARY



East Stroudsburg Area Sch Dist • East Stroudsburg, PA

PROGRAM	GRADE	COST
<i>The Superkids Foundational Skills Kit</i>	Kindergarten	\$6,350.00
<i>The Superkids Foundational Skills Kit</i>	Grade 1	\$7,000.00
<i>The Superkids Foundational Skills Kit</i>	Grade 2	\$7,700.00
	SUBTOTAL COST	\$21,050.00
	SHIPPING/PROCESSING (10%)	\$2,105.00
AMOUNT TO BE INVOICED		\$23,155.00

Includes materials, shipping, and processing. May not include applicable local and state taxes.

ITEM LIST



The Superkids Foundational Skills Kit: Kindergarten

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453128725	Superkids Foundational Skills Kit 2020 Grade K Student Materials 24-Pack <i>Contents include: 24 sets of 18 Skills Books and 24 sets of 23 Take-Home Decodable Books. Comes with 1 year of access to the Foundational Skills Kit Online Package.</i>	\$635.00	10	\$6,350.00
SUBTOTAL COST				\$6,350.00

The Superkids Foundational Skills Kit: Grade 1

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453128794	Superkids Foundational Skills Kit 2020 Grade 1 Student Materials 24-Pack <i>Contents include: 24 sets of 2 Skills Books and 24 sets of 34 Take-Home Decodable Books. Comes with 1 year of access to the Foundational Skills Kit Online Package.</i>	\$700.00	10	\$7,000.00
SUBTOTAL COST				\$7,000.00

The Superkids Foundational Skills Kit: Grade 2

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453132975	Superkids Foundational Skills Kit 2020 Grade 2 Student Materials 24-Pack <i>Contents include: 24 sets of 2 Skills Books and 24 sets of 32 Take-Home Decodable Books. Comes with 1 year of access to the Foundational Skills Kit Online Package.</i>	\$700.00	11	\$7,700.00
SUBTOTAL COST				\$7,700.00

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$23,155.00

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

IMPORTANT Please fill out this page completely. Missing information may result in delayed order processing.

Invoice – P.O. # _____

Check # _____

Make Checks Payable to: Zaner-Bloser

Authorized Signature: _____

Phone: _____

Please do not submit credit card information with this form. To prepay with a credit card, call our Customer Experience dept at 800.421.3018, Mon-Fri, 8:00 am-6:00 pm ET.

SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

DIGITAL PRODUCT INFORMATION Complete parts A, B, and C of the Digital Product Information section to ensure online access to digital product(s).

A. Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: Tabitha Bradley Email: tabitha-bradley@esasd.net

B. If this order is being submitted by a school district, diocese, or third-party ordering service, please provide a list of the school(s) that require online access. By default, your school- or district-selected Digital Administrator will manage all schools listed below. (If you have more than six schools, please attach a complete list to your order.)

C. Online access is assigned annually. Please enter the start date of the school year you will begin using the digital product. _____

BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Devyn Kolcun Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18301

DELIVERY INSTRUCTIONS — IMPORTANT

All available materials will ship at the time the order is processed unless otherwise specified. Order processing and delivery times vary depending on volumes and customer location. If there are dates you are unable to accept deliveries, please note below. If there aren't any special delivery date requirements, please check the box labeled "No Delivery Date Restrictions".

Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Devyn Kolcun Contact Email: _____

Street Address: _____ City: _____ State: _____ Zip: _____

RETURNS Returns will only be processed with prior authorization by Zaner-Bloser Customer Experience. Materials must have been purchased within 90 days and be in resalable condition. To make arrangements for a return and to ensure that you receive credit, contact Zaner-Bloser's Customer Experience department at 800.421.3018. Please do not return materials to the PO Box address. Return to: Zaner-Bloser, Returns Department, 10650 Toebben Dr, Independence, KY 41051.

Please sign below to confirm your order and provide authorization for any applicable shipping charges and sales tax, if not sales tax exempt. Shipping is added at our standard rate of 10% or \$5.00, whichever is greater.

Signature: _____ Title: _____ Date: _____

Contact our Customer Experience Department to place your order.

Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764
Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- f. SmartPass - Electronic hall pass system - Secondary Only - \$10,231.50
paid by ESSER

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (william-vitulli@esasd.net) was recorded on submission of this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Vitulli

Department *

C&I

Building *

Admin

What service or item are requesting *

SmartPass

Why are you requesting the service or item *

Better monitor students whereabouts.

Suggested replacement *

none

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

Yes...2 quotes only...difficult product to find.

What is the total cost of the purchase? *

\$10,231.50

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

.....

Which Fund will be charged? *

10



What account will be charged? *

10-1110-650-000-00-000-004-000-0000- or Learning Loss Grant

Selection of the winning proposal, was the lowest price selected? If not, please explain why and *
the process of selecting the vendor.

within \$150 of competitor...company gave better customer service

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



#10159

East Stroudsburg Area School District

Quote Expires: August 11, 2023

3,800 students

Hall Pass Standard Plan	
2023-2024 School Year \$3.59/student	\$13,642.00
Support Package	
Dedicated Project Manager, Implementation, PD Training Session, and Continuous Support.	\$0.00

Ready to Purchase or Add Additional Products?
 Visit this link to Submit a Purchase Order or payment online. Plus, explore additional products.

<https://quotes.smartpass.app/10159>

Subtotal \$13,642.00

25% Volume Discount - \$3,410.50

Grand total (USD) \$10,231.50

Total Discount of \$3,410.50

Terms of Service: By submitting a payment or purchase order, and through your ongoing use of the SmartPass services, you agree to the SmartPass Terms of Service available at smartpass.app/terms and Privacy Policy available at smartpass.app/privacy. The Terms of Service and Privacy Policy are hereby incorporated by reference and SmartPass reserves the right to update its Terms of Service and/or Privacy Policy at any time, in its sole and absolute discretion. SmartPass may provide notification of any changes to its Terms of Service or Privacy Policy either via an announcement on its website or applications or through email notification to users.

If you need a W-9, you can view it at smartpass.app/w9

Multi-year subscriptions are contingent on advanced payment in full.

Remit to
 SmartPass Inc.
 PO Box 473
 Eagleville, PA 19408

Contact
billing@smartpass.app

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- g. HMH - Read 180 2-Year Proposal - Intermediate - \$287,216.43 paid
by Access/ESSER III/C&I

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Vitulli

Department *

C&I

Building *

Admin

What service or item are requesting *

Read 180 Reading intervention - 2year proposal

Why are you requesting the service or item *

to better reading of struggling learners in intermediate schools

Suggested replacement *

none

Please complete an independent Cost Analysis. (Pre-determine costs prior to contacting a vendor.)

n/a

Cost Estimate: if over \$5,000, were three (3) quotes obtained? If yes, please list the vendor's information and quoted amount. *

n/a

What is the total cost of the purchase? *

\$287,216.43

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid

Other:

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

.....

Which Fund will be charged? *

10 ▼

What account will be charged? *

Special Ed ACCESS (\$160k)/Reg Ed (\$127k)- ESSERS III & C&I (50% of Regular ed responsibility)

Selection of the winning proposal, was the lowest price selected? If not, please explain why and the process of selecting the vendor. *

we currently use HMM

Any additional information you would like to provide.

Create your own Google Form

Report Abuse

[Quoted text hidden]

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Wed, Aug 2, 2023 at 11:18 AM

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.



Houghton Mifflin Harcourt

Proposal #008780438

Prepared For

East Stroudsburg Area Sch Dist

Attention:

William Vitulli

william-vitulli@esasd.net

For the Purchase of:

Read 180 on Ed

2-Year Subscription

Prepared By

Scott Hamilton

scott.hamilton@hnhco.com

Please submit this proposal with your purchase order.

Purchase orders or duly executed service agreements for **Professional Services** purchased, must be submitted at least 30 days before the service event date.

For greater detail, the complete Terms of Purchases may be reviewed here:

<http://www.hnhco.com/common/terms-conditions>

Coupon Code: PRODPB20

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
William Vitulli
william-vitulli@esasd.net

HMH Confidential and Proprietary

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Date of Proposal: 7/27/2023

Proposal for East Stroudsburg Area Sch Dist

Expiration Date: 9/10/2023

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
Stage B						
Student Licenses						
1835539 9780358740575	Read 180 Digital Access Student Subscription 2 Year	\$338.00	448	\$151,424.00	\$30,284.80	\$121,139.20
Includes: Read 180 Student License 2 Year Implementation Success						
Total for Student Licenses		\$121,139.20				
Teacher Licenses						
1835547 9780358740650	Read 180 Digital Access Teacher Subscription 2 Year	\$599.00	12	\$7,188.00	\$7,188.00	
Includes: Read 180 Teacher License 2 Year Access to Teacher's Corner						
Total for Teacher Licenses		\$0.00				
A la Carte Items Available for Purchase						
Classroom Materials						
1840342 9780358767305	Read 180 Stage B Real Book Workshops 1-3 Teaching Guide Bundle	\$395.00	6	\$2,370.00	\$474.00	\$1,896.00
1840343 9780358767312	Read 180 Stage B Real Book Workshops 4-6 Teaching Guide Bundle	\$395.00	6	\$2,370.00	\$474.00	\$1,896.00
1840344 9780358767329	Read 180 Stage B Real Book Workshops 7-9 Teaching Guide Bundle	\$395.00	6	\$2,370.00	\$474.00	\$1,896.00
1843973 9780358794882	Read 180 Real Book Code Teaching Guide Bundle	\$475.00	6	\$2,850.00	\$570.00	\$2,280.00
3016630 9780545900843	READ 180 Universal Stage B Independent Reading Library with System 44	\$2,500.00	2	\$5,000.00		\$5,000.00
1798805 9780358363002	HMH Word Building Kit	\$49.95	2	\$99.90	\$19.98	\$79.92
Student Materials						
1840250 9780358766384	Read 180 Stage B Real Book Workshops 1-3 Student Edition Bundle 2 Year Print	\$60.00	250	\$15,000.00	\$3,000.00	\$12,000.00
Includes: Read 180 Stage B Real Book Workshop 1-3 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition With the purchase of R180 print subscription duration years 2-8, the customer print subscription refill process will allow customers to order any of workshops in groups of three (Workshops 1-3, 4-6, 7-9)						
1843212 9780358789970	Read 180 Code Books 1-4 Student Edition Bundle for Stage B, 2 Year Print Subscription	\$60.00	103	\$6,180.00	\$1,236.00	\$4,944.00
Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition						
1840298 9780358766865	Read 180 Stage B Real Book Workshops 7-9 Student Edition Bundle 2 Year Print	\$60.00	95	\$5,700.00	\$1,140.00	\$4,560.00
Includes: Read 180 Stage B Real Book Workshop 7-9 Student Edition Read 180 Stage B Getting Started Book 1 Student Edition With the purchase of R180 print subscription duration years 2-8, the customer print subscription refill process will allow customers to order any of workshops in groups of three (Workshops 1-3, 4-6, 7-9)						
Total for A la Carte Items Available for Purchase		\$34,551.92				

Total for Stage B **\$155,691.12**

Stage C
Student Licenses

1835539 9780358740575	Read 180 Digital Access Student Subscription 2 Year	\$338.00	140	\$47,320.00	\$9,464.00	\$37,856.00
Includes: Read 180 Student License 2 Year Implementation Success						
Total for Student Licenses		\$37,856.00				

Teacher Licenses

Coupon Code: PRODPB20

Attention:
William Vitulli
william-vitulli@esasd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

Date of Proposal: 7/27/2023

Proposal for East Stroudsburg Area Sch Dist

Expiration Date: 9/10/2023

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
1835547	9780358740650 Read 180 Digital Access Teacher Subscription 2 Year	\$599.00	6	\$3,594.00	\$3,594.00	
	Includes: Read 180 Teacher License 2 Year Access to Teacher's Corner					
Total for Teacher Licenses		\$0.00				
A la Carte Items Available for Purchase						
Classroom Materials						
1840346	9780358767343 Read 180 Stage C Real Book Workshops 1-3 Teaching Guide Bundle	\$395.00	6	\$2,370.00	\$474.00	\$1,896.00
1840347	9780358767350 Read 180 Stage C Real Book Workshops 4-6 Teaching Guide Bundle	\$395.00	6	\$2,370.00	\$474.00	\$1,896.00
1840348	9780358767367 Read 180 Stage C Real Book Workshops 7-9 Teaching Guide Bundle	\$395.00	6	\$2,370.00	\$474.00	\$1,896.00
1843973	9780358794882 Read 180 Real Book Code Teaching Guide Bundle	\$475.00	6	\$2,850.00	\$570.00	\$2,280.00
Student Materials						
1843360	9780358790051 Read 180 Code Books 1-4 Student Edition Bundle for Stage C, 2 Year Print Subscription	\$60.00	62	\$3,720.00	\$744.00	\$2,976.00
	Includes: Read 180 Code Books 1-4 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition					
1840306	9780358766940 Read 180 Stage C Real Book Workshops 7-9 Student Edition Bundle 2 Year Print	\$60.00	78	\$4,680.00	\$936.00	\$3,744.00
	Includes: Read 180 Stage C Real Book Workshop 7-9 Student Edition Read 180 Stage C Getting Started Book 1 Student Edition With the purchase of R180 print subscription duration years 2-8, the customer print subscription refill process will allow customers to order any of workshops in groups of three (Workshops 1-3, 4-6, 7-9)					
Total for A la Carte Items Available for Purchase		\$14,688.00				

Total for Stage C **\$52,544.00**

Professional Services - Read 180

YEAR 1 - 2023/24

1583614	9780544329935 Read 180 on Ed Getting Started In-Person (Two, 3 HR Sessions) 6-Hour Grades 3-12	\$4,200.00	1	\$4,200.00	\$840.00	\$3,360.00
	This three-hour Getting Started session introduces teachers to their new program's structure, essential resources, and implementation recommendations. Teachers will also explore Ed, HMH's teaching and learning platform, and the professional learning pathway on Ed. An HMH Coach will provide the introductory Getting Started session to one teacher group in the morning and a different group in the afternoon.					
	Getting Started is the initial step toward a successful first 30 days. Ongoing training and support will be also provided on Ed. There, teachers will access a guided learning pathway based on their grade level and implementation timeline. A recommended sequence of topics, which includes live sessions, videos, interactive media, and related resources, will help teachers plan, teach, and assess student learning using their new HMH program. After teachers complete each pathway topic, they receive a certificate of completion.					
1852471	9780358841821 Read 180 Leader Success Live Online 1 Hour Grades 3-12	\$400.00	1	\$400.00	\$80.00	\$320.00
	Designed specifically for district and school leaders and instructional coaches to successfully kick off the first 30 days, this session provides an overview of the program's instructional model, assessments, and Ed, the HMH program platform. Leaders will also explore what to look for in a classroom during the first 30 days of instruction and tools to successfully support teachers with their new HMH program.					
1858775	9780358885641 Read 180 on Ed Coaching In-Person 6-Hour Grades 3-12	\$4,200.00	18	\$75,600.00	\$15,120.00	\$60,480.00
Total for YEAR 1 - 2023/24		\$64,160.00				

Coupon Code: PRODPB20

Attention:
William Vitulli
william-vitulli@esasd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary

Date of Proposal: 7/27/2023

Proposal for
East Stroudsburg Area Sch Dist

Expiration Date: 9/10/2023

ISBN	Title	Price	Quantity	Value of all Materials	Value of Free Materials	Value of Charged Materials
<u>Total for Professional Services - Read 180</u>		\$64,160.00				

<i>Subtotal Purchase Amount:</i>	\$272,395.12
<i>Shipping & Handling:</i>	\$14,821.31
<i>Sales Tax:</i>	\$0.00
<i>Total Cost of Proposal (PO Amount):</i>	\$287,216.43

Coupon Code: PRODPB20

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

Attention:
William Vitulli
william-vitulli@esasd.net

HMH Confidential and Proprietary

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Proposal for East Stroudsburg Area Sch Dist

Total Cost of Proposal (PO Amount): \$287,216.43

Thank you for considering HMH as your partner. We are committed to providing an excellent experience and delivering ongoing, high-quality service to our customers. To meet these goals, we want to ensure you are aware of the below Terms of Purchase. These terms help us process your order quickly, efficiently, and accurately, ensuring successful delivery and implementation of our solutions.

- Please return this cost proposal with your signed purchase order that matches product, prices and shipping charges.
- Provide the exact address for *delivery* of print materials. The shipping address may be your district warehouse or individual school sites, but it is essential that this is accurate.
- Please supply the name of each important district point of contact for all aspects of the solution including their direct contact information (email/phone):
 - o Point of Contact for Print materials
 - o Point of Contact for Digital materials
 - o Point of Contact for Scheduling Professional Development
- Please confirm that we have the correct 'Ship to' and 'Sold to' information on the cost proposal.

Ship to:

East Stroudsburg Area Schl Dist
50 Vine St
East Stroudsburg, PA 18301-2150

Sold to:

East Stroudsburg Area Schl Dist
50 Vine St
East Stroudsburg, PA 18301-2150

- Please provide funding start and end dates.
- Please note that all products and services will be billed upon the processing of your purchase order.
- Our payment terms are 30 days from the invoice date.
- Print subscription material quantities may be adjusted across grades for like products, to accommodate enrollment fluctuations, quantities cannot be adjusted between different programs or copyrights.
- Our shipping terms are FOB shipping point. The shipping term for your proposal is Shipping Point.
- Any proposed shipping or tax amount provided on this proposal, is based on the Ship To account location quoted within.
- If the location of your delivery changes, please include the proper sales tax and shipping charges for that location in the applicable Purchase Order
- Should any of these Terms of Sale conflict with any preprinted terms on your purchase order, the HMH terms of service shall apply.

Thank you in advance for supplying us with the necessary information at time of purchase. Our goal is to ensure your success throughout the duration of this agreement, which starts with a highly successful delivery of our solution.

For greater detail, the complete Terms of Purchase may be reviewed here: <http://www.hmhco.com/common/terms-conditions>

Date of Proposal: 7/27/2023

Proposal Expiration Date: 9/10/2023



Houghton Mifflin Harcourt

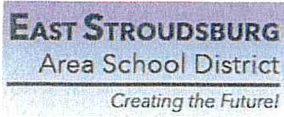
Coupon Code: PRODPB20

Attention:
William Vitulli
william-vitulli@esasd.net

Send **Orders** to:
orders@hnhco.com
FAX: 800-269-5232

Send **Check Payments** to:
Houghton Mifflin Harcourt Publishing Company
14046 Collections Center Drive
Chicago, IL 60693

HMH Confidential and Proprietary



William Vitulli <william-vitulli@esasd.net>

Read 180 Proposal

Hamilton, Scott <Scott.Hamilton@hnhco.com>
 To: William Vitulli <william-vitulli@esasd.net>

Mon, Jul 31, 2023 at 12:52 PM

Dr. Vitulli,

Thank you for time. For your convenience, I have re-attached the two year READ 180 on Ed proposal along with some potential funding sources we have seen other districts tap into;

- [Title I Alignment - HMH Read 180](#)
- [Title III Alignment - HMH Read 180](#)
- [Title IV-B Funding Alignment - HMH Read 180](#)
- [IDEA Funding Alignment - HMH Read 180](#)

In short, the proposal includes a total of 588 students. All classroom materials and licensing for both student/teacher are included for a term of two years, plus professional services. The following graph provides # of students per stage by department/initiative.

Item Description	Special Ed	Expansion
Stage B	198	250
Stage C	140	0
Total	338	250

The following provides a snapshot of costs by department/initiative. This combined proposal reduces overall costs by \$77,630.78.

Item	Special Ed	Expansion	Combined Total
Sub-Total	\$ 151,780.66	\$ 120,614.46	\$ 272,395.12
Shipping & Handling	\$ 8,258.55	\$ 6,562.76	\$ 14,821.31
Total	\$ 160,039.21	\$ 127,177.22	\$ 287,216.43

Please review and do not hesitate to reach out to me if you have any questions. Thank you and have a terrific day!

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- h. Zaner-Bloser - Super Kids - Grd. 2 Backpack pages - \$6,514.75 paid
by ESSER III

back pack pages
w/ drop ship info +10%

ZB Zaner-Bloser



to coaches
office
for
distribution

updated
quote
with delivery
to each
school

QUOTE SUMMARY FOR

East Stroudsburg Area Sch Dist

East Stroudsburg, PA

Tabitha Bradley

(570) 424-8500

tabitha-bradley@esasd.net

Quote # 00049233

Issued on August 2, 2023

Expires on September 29, 2023

PREPARED BY

Angie Eckerle

Account Manager

(800) 248-2568 ext. 2807

angie.eckerle@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

August 2, 2023

East Stroudsburg Area Sch Dist • East Stroudsburg, PA

Dear Dr Bradley:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Be sure to fill out parts A, B, and C of the Digital Product Information section if online access is included with your order.

We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Angie Eckerle
Account Manager

QUOTE SUMMARY



East Stroudsburg Area Sch Dist • East Stroudsburg, PA

PROGRAM	GRADE	COST
<i>The Superkids Reading Program</i>	Grade 2	\$5,922.50
	SUBTOTAL COST	\$5,922.50
	SHIPPING/PROCESSING (10%)	\$592.25
AMOUNT TO BE INVOICED		\$6,514.75

Includes materials, shipping, and processing. May not include applicable local and state taxes.

ITEM LIST**ZB Zaner-Bloser****The Superkids Reading Program: Grade 2**

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781614365211	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Backpack Pages	\$5.75	515	\$2,961.25
9781614365242	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Backpack Pages	\$5.75	515	\$2,961.25
			SUBTOTAL COST	\$5,922.50

ORDER INFORMATION



AMOUNT TO BE INVOICED (including shipping)*

\$6,514.75

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

IMPORTANT Please fill out this page completely. Missing information may result in delayed order processing.

Invoice – P.O. # _____

Check # _____

Make Checks Payable to: Zaner-Bloser

Authorized Signature: _____

Phone: _____

Please do not submit credit card information with this form. To prepay with a credit card, call our Customer Experience dept at 800.421.3018, Mon-Fri, 8:00 am-6:00 pm ET.

SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

DIGITAL PRODUCT INFORMATION Complete parts A, B, and C of the Digital Product Information section to ensure online access to digital product(s).

A. Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: _____ Email: _____

B. If this order is being submitted by a school district, diocese, or third-party ordering service, please provide a list of the school(s) that require online access. By default, your school- or district-selected Digital Administrator will manage all schools listed below. (If you have more than six schools, please attach a complete list to your order.)

C. Online access is assigned annually. Please enter the start date of the school year you will begin using the digital product. _____

BILL TO School/District Name: East Stroudsburg

Contact Name: Tabitha Bradley Contact Email: _____

Street Address: 50 Vine Street City: East Stroudsburg State: PA Zip: 18301

DELIVERY INSTRUCTIONS – IMPORTANT

All available materials will ship at the time the order is processed unless otherwise specified. Order processing and delivery times vary depending on volumes and customer location. If there are dates you are unable to accept deliveries, please note below. If there aren't any special delivery date requirements, please check the box labeled "No Delivery Date Restrictions".

Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Materials Ship To Schools Directly Contact Email: _____

Street Address: _____ City: _____ State: _____ Zip: _____

RETURNS Returns will only be processed with prior authorization by Zaner-Bloser Customer Experience. Materials must have been purchased within 90 days and be in resalable condition. To make arrangements for a return and to ensure that you receive credit, contact Zaner-Bloser's Customer Experience department at 800.421.3018. Please do not return materials to the PO Box address. Return to: Zaner-Bloser, Returns Department, 10650 Toebben Dr, Independence, KY 41051.

Please sign below to confirm your order and provide authorization for any applicable shipping charges and sales tax, if not sales tax exempt. Shipping is added at our standard rate of 10% or \$5.00, whichever is greater.

Signature: _____ Title: _____ Date: _____

Contact our Customer Experience Department to place your order.
Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764
Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

School	Address	Ship to	Customer #
Bushkill Elem	113 North School Drive, Dingmand Ferry 18328	Matthew Sadowsky	199440
East Stroudsburg Elem	93 Independence Road, East Stroudsburg 18301	David Barker	10065722
JM Hill Elem	151 E Broad Street, East Stroudsburg 18301	Jessica Reese	923414
Middle Smithfield Elem	5180 Milford Road, East Stroudsburg, PA 18302	Jennifer Moriarty	89543
Resica Elem	1 Gravel Ridge Road, East Stroudsburg, PA 18302	Gail Kulick	4440
SmithField Elem	245 River Road, East Stroudsburg, PA 18301	Eric Kerstetter	174008
East Stroudsburg District	50 Vine St, East Stroudsburg PA 18301	Dr Tabitha Bradley	89547
			Totals

9781614365211	9781614365211
SK Grade 2 S1	SK Grade 2 S1
Backpack	Backpack
72	72
100	100
99	99
69	69
86	86
43	43
46	46
515	515

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- i. Zaner-Bloser - Handwriting Mat'ls Grds 3-5 - All Elementary schools - \$23,008.43 paid by ESSERs III (total of 6 separate similar quotes)



QUOTE SUMMARY FOR

Bushkill Elementary School

Dingmans Fry, PA

Tabitha Bradley

(570) 588-4400

tabitha-bradley@esasd.net

Quote # 00051978

Issued on July 28, 2023

Expires on August 31, 2023

PREPARED BY

Kim McQuaide

Sales Consultant - Supplemental

(800) 248-2568 ext. 2568

kim.mcquaide@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

July 28, 2023

Bushkill Elementary School • Dingmans Fry, PA

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

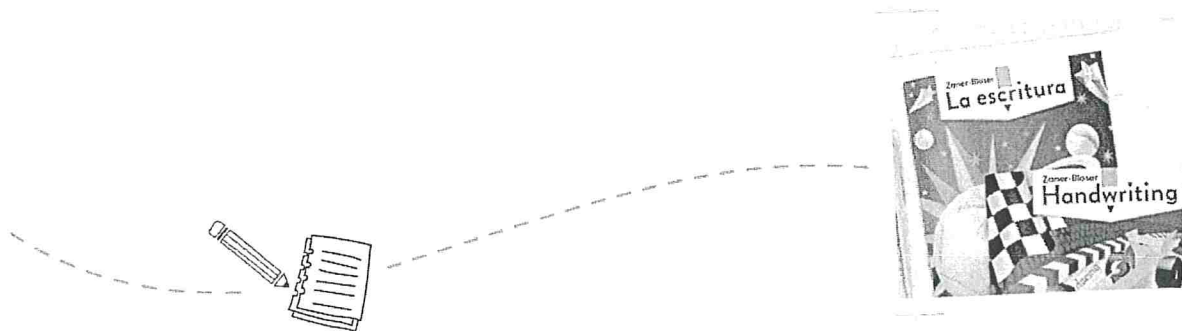
When you teach with *Zaner-Bloser Handwriting*, you're teaching all students to shine, with proven, research-based instruction that has helped generations of students to excel. Our efficient, effective method can be implemented through direct instruction and across disciplines in just 15 minutes per day.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Be sure to fill out parts A, B, and C of the Digital Product Information section if online access is included with your order.

We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Kim McQuaide
Sales Consultant - Supplemental



QUOTE SUMMARY

ZB Zaner-Bloser

Bushkill Elementary School • Dingmans Fry, PA

PROGRAM	GRADE	SAVINGS	COST
<i>Zaner-Bloser Handwriting</i>	Grade 3	\$100.45	\$1,013.70
<i>Zaner-Bloser Handwriting</i>	Grade 4	\$100.45	\$1,013.70
<i>Zaner-Bloser Handwriting</i>	Grade 5	\$100.45	\$1,013.70
TOTAL SAVINGS		\$301.35	
SUBTOTAL COST			\$3,041.10
SHIPPING/PROCESSING (10%)			\$304.11
AMOUNT TO BE INVOICED			\$3,345.21

Includes materials, shipping, and processing. May not include applicable local and state taxes.

Zaner-Bloser Handwriting: Grade 3

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124512	Handwriting 2020 Grade 3 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124604	Handwriting 2020 Grade 3 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	\$100.45
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	Complimentary
SUBTOTAL COST				\$1,013.70

Zaner-Bloser Handwriting: Grade 4

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124529	Handwriting 2020 Grade 4 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124611	Handwriting 2020 Grade 4 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	\$100.45
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	Complimentary
SUBTOTAL COST				\$1,013.70

Zaner-Bloser Handwriting: Grade 5

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124536	Handwriting 2020 Grade 5 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124628	Handwriting 2020 Grade 5 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	1	Complimentary
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	1	\$100.45
SUBTOTAL COST				\$1,013.70

ZB Zaner-Bloser

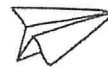
INSPIRING

aha MOMENTS

THANK YOU for
considering Zaner-Bloser.

We create resources for educators that help elementary students become more joyful, creative learners and communicators.

At Zaner-Bloser, we support your efforts to inspire “aha” moments—moments of discovery, accomplishment, pride, surprise, and delight—that reward students and help them realize the power of learning.



Z0338 09.22

SALES CONSULTANT - SUPPLEMENTAL

Kim McQuaide

kim.mcquaide@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2568

SALES CONSULTANT - READING

Mary Betz

mary.betz@zaner-bloser.com

Toll Free: 800.248.2568

ACCOUNT MANAGER - SUPPLEMENTAL

Angie Eckerle

angie.eckerle@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2807

ACCOUNT MANAGER - READING

Toll Free: 800.248.2568

ZB Zaner-Bloser

A Highlights Company



QUOTE SUMMARY FOR

East Stroudsburg Elem School

East Stroudsburg, PA

Tabitha Bradley

(570) 421-1905

tabitha-bradley@esasd.net

Quote # 00051981

Issued on July 28, 2023

Expires on August 31, 2023

PREPARED BY

Kim McQuaide

Sales Consultant - Supplemental

(800) 248-2568 ext. 2568

kim.mcquaide@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

July 28, 2023

East Stroudsburg Elem School • East Stroudsburg, PA

Dear Tabitha Bradley:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

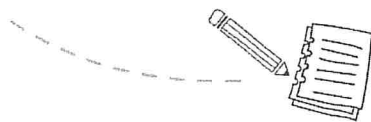
When you teach with *Zaner-Bloser Handwriting*, you're teaching all students to shine, with proven, research-based instruction that has helped generations of students to excel. Our efficient, effective method can be implemented through direct instruction and across disciplines in just 15 minutes per day.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Be sure to fill out parts A, B, and C of the Digital Product Information section if online access is included with your order.

We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Kim McQuaide
Sales Consultant - Supplemental



QUOTE SUMMARY



East Stroudsburg Elem School • East Stroudsburg, PA

PROGRAM	GRADE	SAVINGS	COST
<i>Zaner-Bloser Handwriting</i>	Grade 3	\$100.45	\$1,505.45
<i>Zaner-Bloser Handwriting</i>	Grade 4	\$170.70	\$1,806.80
<i>Zaner-Bloser Handwriting</i>	Grade 5	\$100.45	\$1,816.65
TOTAL SAVINGS		\$371.60	
SUBTOTAL COST			\$5,128.90
SHIPPING/PROCESSING (10%)			\$512.89
AMOUNT TO BE INVOICED			\$5,641.79

Includes materials, shipping, and processing. May not include applicable local and state taxes.

Zaner-Bloser Handwriting: Grade 3

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124604	Handwriting 2020 Grade 3 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	4	\$1,405.00
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	\$100.45
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	Complimentary
SUBTOTAL COST				\$1,505.45

Zaner-Bloser Handwriting: Grade 4

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453119327	Handwriting 2020 Grade 4 Student Edition	\$14.05	5	Complimentary
9781453124611	Handwriting 2020 Grade 4 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	4	\$1,405.00
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	2	\$200.90
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	Complimentary
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	2	\$200.90
SUBTOTAL COST				\$1,806.80

Zaner-Bloser Handwriting: Grade 5

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124536	Handwriting 2020 Grade 5 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124628	Handwriting 2020 Grade 5 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	4	\$1,405.00
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	2	\$200.90
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	1	Complimentary
SUBTOTAL COST				\$1,816.65

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$5,641.79

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

IMPORTANT Please fill out this page completely. Missing information may result in delayed order processing.

Invoice – P.O. # _____

Check # _____

Make Checks Payable to: Zaner-Bloser

Authorized Signature: _____

Phone: _____

Please do not submit credit card information with this form. To prepay with a credit card, call our Customer Experience dept at 800.421.3018, Mon-Fri, 8:00 am-6:00 pm ET.

SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

DIGITAL PRODUCT INFORMATION Complete parts A, B, and C of the Digital Product Information section to ensure online access to digital product(s).

A. Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: _____ Email: _____

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C. Online access is assigned annually. Please enter the start date of the school year you will begin using the digital product. _____

BILL TO School/District Name: East Stroudsburg Area Sd

Contact Name: Tabitha Bradley Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18301

DELIVERY INSTRUCTIONS – IMPORTANT

All available materials will ship at the time the order is processed unless otherwise specified. Order processing and delivery times vary depending on volumes and customer location. If there are dates you are unable to accept deliveries, please note below. If there aren't any special delivery date requirements, please check the box labeled "No Delivery Date Restrictions".

Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: East Stroudsburg Elem School

Contact Name: East Stroudsburg Elem School Contact Email: _____

Street Address: 93 INDEPENDENCE ROAD City: East Stroudsburg State: PA Zip: 18301

RETURNS Returns will only be processed with prior authorization by Zaner-Bloser Customer Experience. Materials must have been purchased within 90 days and be in resalable condition. To make arrangements for a return and to ensure that you receive credit, contact Zaner-Bloser's Customer Experience department at 800.421.3018. Please do not return materials to the PO Box address. Return to: Zaner-Bloser, Returns Department, 10650 Toebben Dr, Independence, KY 41051.

Please sign below to confirm your order and provide authorization for any applicable shipping charges and sales tax, if not sales tax exempt. Shipping is added at our standard rate of 10% or \$5.00, whichever is greater.

Signature: _____ Title: _____ Date: _____

Contact our Customer Experience Department to place your order.
Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764
Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

ZB Zaner-Bloser

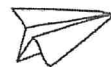
INSPIRING

aha MOMENTS

THANK YOU for
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We create resources for educators that help elementary students become more joyful, creative learners and communicators.

At Zaner-Bloser, we support your efforts to inspire “aha” moments—moments of discovery, accomplishment, pride, surprise, and delight—that reward students and help them realize the power of learning.



Z0338 09.22

SALES CONSULTANT - SUPPLEMENTAL

Kim McQuaide

kim.mcquaide@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2568

SALES CONSULTANT - READING

Mary Betz

mary.betz@zaner-bloser.com

Toll Free: 800.248.2568

ACCOUNT MANAGER - SUPPLEMENTAL

Angie Eckerle

angie.eckerle@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2807

ACCOUNT MANAGER - READING

Toll Free: 800.248.2568

ZB Zaner-Bloser

A Highlights Company



QUOTE SUMMARY FOR

J M Hill Elementary School

East Stroudsburg, PA

Tabitha Bradley

(570) 424-8073

tabitha-bradley@esasd.net

Quote # 00051982

Issued on July 28, 2023

Expires on August 31, 2023

PREPARED BY

Kim McQuaide

Sales Consultant - Supplemental

(800) 248-2568 ext. 2568

kim.mcquaide@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

July 28, 2023

J M Hill Elementary School • East Stroudsburg, PA

Dear Tabitha Bradley:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

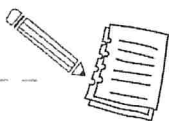
When you teach with *Zaner-Bloser Handwriting*, you're teaching all students to shine, with proven, research-based instruction that has helped generations of students to excel. Our efficient, effective method can be implemented through direct instruction and across disciplines in just 15 minutes per day.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Be sure to fill out parts A, B, and C of the Digital Product Information section if online access is included with your order.

We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Kim McQuaide
Sales Consultant - Supplemental



QUOTE SUMMARY



J M Hill Elementary School • East Stroudsburg, PA

PROGRAM	GRADE	SAVINGS	COST
<i>Zaner-Bloser Handwriting</i>	Grade 3	\$100.45	\$1,154.20
<i>Zaner-Bloser Handwriting</i>	Grade 4	\$100.45	\$1,254.65
<i>Zaner-Bloser Handwriting</i>	Grade 5		\$1,154.20

TOTAL SAVINGS	\$200.90
----------------------	-----------------

SUBTOTAL COST	\$3,563.05
SHIPPING/PROCESSING (10%)	\$356.31

AMOUNT TO BE INVOICED	\$3,919.36
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Includes materials, shipping, and processing. May not include applicable local and state taxes.

Zaner-Bloser Handwriting: Grade 3

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124604	Handwriting 2020 Grade 3 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	3	\$1,053.75
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	Complimentary
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	\$100.45
SUBTOTAL COST				\$1,154.20

Zaner-Bloser Handwriting: Grade 4

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124611	Handwriting 2020 Grade 4 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	3	\$1,053.75
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	Complimentary
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	2	\$200.90
SUBTOTAL COST				\$1,254.65

Zaner-Bloser Handwriting: Grade 5

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124628	Handwriting 2020 Grade 5 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	3	\$1,053.75
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	1	\$100.45
SUBTOTAL COST				\$1,154.20

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$3,919.36

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

IMPORTANT Please fill out this page completely. Missing information may result in delayed order processing.

Invoice – P.O. # _____

Check # _____

Make Checks Payable to: Zaner-Bloser

Authorized Signature: _____

Phone: _____

Please do not submit credit card information with this form. To prepay with a credit card, call our Customer Experience dept at 800.421.3018, Mon-Fri, 8:00 am-6:00 pm ET.

SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

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Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: J M Hill Elementary School

Contact Name: _____ Contact Email: _____

Street Address: _____ City: _____ State: _____ Zip: _____

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Contact our Customer Experience Department to place your order.

Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764

Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

ZB Zaner-Bloser

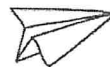
INSPIRING

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Z0338 09.22

SALES CONSULTANT - SUPPLEMENTAL

Kim McQuaide

kim.mcquaide@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2568

SALES CONSULTANT - READING

Mary Betz

mary.betz@zaner-bloser.com

Toll Free: 800.248.2568

ACCOUNT MANAGER - SUPPLEMENTAL

Angie Eckerle

angie.eckerle@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2807

ACCOUNT MANAGER - READING

Toll Free: 800.248.2568

ZB Zaner-Bloser

A Highlights Company



QUOTE SUMMARY FOR

Middle Smithfield Elem School

East Stroudsburg, PA

Tabitha Bradley

(570) 223-8082

tabitha-bradley@esasd.net

Quote # 00051984

Issued on July 28, 2023

Expires on August 31, 2023

PREPARED BY

Kim McQuaide

Sales Consultant - Supplemental

(800) 248-2568 ext. 2568

kim.mcquaide@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

July 28, 2023

Middle Smithfield Elem School • East Stroudsburg, PA

Dear Tabitha Bradley:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

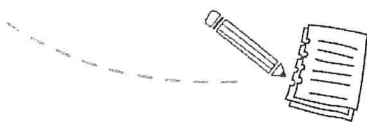
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We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Kim McQuaide
Sales Consultant - Supplemental



QUOTE SUMMARY



Middle Smithfield Elem School • East Stroudsburg, PA

PROGRAM	GRADE	SAVINGS	COST
<i>Zaner-Bloser Handwriting</i>	Grade 3	\$114.50	\$1,013.70
<i>Zaner-Bloser Handwriting</i>	Grade 4	\$114.50	\$1,254.65
<i>Zaner-Bloser Handwriting</i>	Grade 5	\$100.45	\$1,114.15

TOTAL SAVINGS	\$329.45
----------------------	-----------------

SUBTOTAL COST	\$3,382.50
SHIPPING/PROCESSING (10%)	\$338.25

AMOUNT TO BE INVOICED	\$3,720.75
------------------------------	-------------------

Includes materials, shipping, and processing. May not include applicable local and state taxes.

Zaner-Bloser Handwriting: Grade 3

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453119310	Handwriting 2020 Grade 3 Student Edition	\$14.05	1	<i>Complimentary</i>
9781453124512	Handwriting 2020 Grade 3 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124604	Handwriting 2020 Grade 3 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	\$100.45
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	<i>Complimentary</i>
SUBTOTAL COST				\$1,013.70

Zaner-Bloser Handwriting: Grade 4

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453119327	Handwriting 2020 Grade 4 Student Edition	\$14.05	1	<i>Complimentary</i>
9781453124611	Handwriting 2020 Grade 4 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	3	\$1,053.75
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	<i>Complimentary</i>
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	2	\$200.90
SUBTOTAL COST				\$1,254.65

Zaner-Bloser Handwriting: Grade 5

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124536	Handwriting 2020 Grade 5 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124628	Handwriting 2020 Grade 5 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	2	\$200.90
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	1	<i>Complimentary</i>
SUBTOTAL COST				\$1,114.15

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$3,720.75

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

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SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

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Contact Name: Tabitha Bradley Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18302

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Contact Name: Middle Smithfield Elementary School Contact Email: _____

Street Address: 5180 MILFORD ROAD City: East Stroudsburg State: PA Zip: 18302

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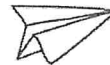
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Z0338 09.22

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ACCOUNT MANAGER - READING

Toll Free: 800.248.2568


ZB Zaner-Bloser

A Highlights Company



QUOTE SUMMARY FOR

Resica Elementary School
East Stroudsburg, PA
Tabitha Bradley
(570) 223-6911
tabitha-bradley@esasd.net



Quote # 00051987
Issued on July 28, 2023
Expires on August 31, 2023

PREPARED BY
Kim McQuaide
Sales Consultant - Supplemental
(800) 248-2568 ext. 2568
kim.mcquaide@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

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July 28, 2023

Resica Elementary School • East Stroudsburg, PA

Dear Tabitha Bradley:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

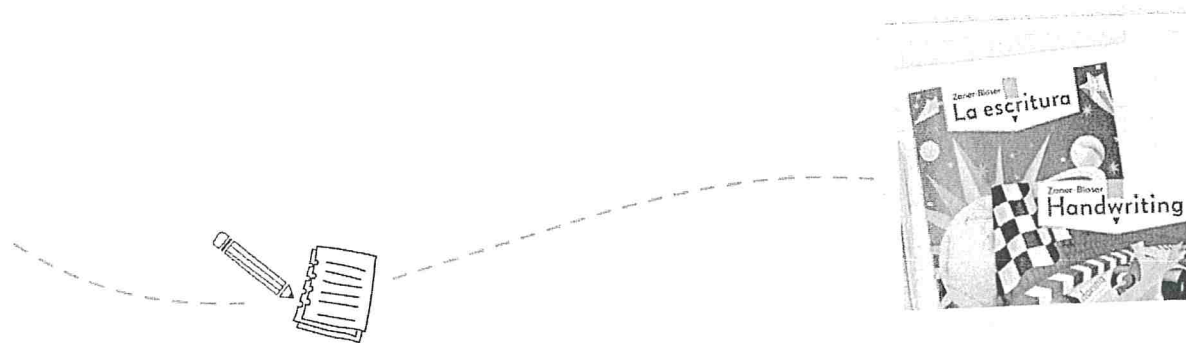
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Thank you,

Kim McQuaide
Sales Consultant - Supplemental



QUOTE SUMMARY

ZB Zaner-Bloser

Resica Elementary School • East Stroudsburg, PA

PROGRAM	GRADE	SAVINGS	COST
<i>Zaner-Bloser Handwriting</i>	Grade 3	\$156.65	\$802.95
<i>Zaner-Bloser Handwriting</i>	Grade 4		\$1,013.70
<i>Zaner-Bloser Handwriting</i>	Grade 5	\$200.90	\$1,053.75
TOTAL SAVINGS		\$357.55	
SUBTOTAL COST			\$2,870.40
SHIPPING/PROCESSING (10%)			\$287.04
AMOUNT TO BE INVOICED			\$3,157.44

Includes materials, shipping, and processing. May not include applicable local and state taxes.

Zaner-Bloser Handwriting: Grade 3

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453119310	Handwriting 2020 Grade 3 Student Edition	\$14.05	4	Complimentary
9781453124604	Handwriting 2020 Grade 3 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	Complimentary
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	\$100.45
SUBTOTAL COST				\$802.95

Zaner-Bloser Handwriting: Grade 4

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124529	Handwriting 2020 Grade 4 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124611	Handwriting 2020 Grade 4 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	\$100.45
SUBTOTAL COST				\$1,013.70

Zaner-Bloser Handwriting: Grade 5

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124628	Handwriting 2020 Grade 5 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	3	\$1,053.75
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	2	Complimentary
SUBTOTAL COST				\$1,053.75

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$3,157.44

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

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Check # _____

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Authorized Signature: _____

Phone: _____

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BILL TO School/District Name: East Stroudsburg Area Sd

Contact Name: Tabitha Bradley Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18302

DELIVERY INSTRUCTIONS — IMPORTANT

All available materials will ship at the time the order is processed unless otherwise specified. Order processing and delivery times vary depending on volumes and customer location. If there are dates you are unable to accept deliveries, please note below. If there aren't any special delivery date requirements, please check the box labeled "No Delivery Date Restrictions".

Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: Resica Elementary School

Contact Name: _____ Contact Email: _____

Street Address: 1 GRAVEL RIDGE ROAD City: East Stroudsburg State: PA Zip: 18302

RETURNS Returns will only be processed with prior authorization by Zaner-Bloser Customer Experience. Materials must have been purchased within 90 days and be in resalable condition. To make arrangements for a return and to ensure that you receive credit, contact Zaner-Bloser's Customer Experience department at 800.421.3018. Please do not return materials to the PO Box address. Return to: Zaner-Bloser, Returns Department, 10650 Toebben Dr, Independence, KY 41051.

Please sign below to confirm your order and provide authorization for any applicable shipping charges and sales tax, if not sales tax exempt. Shipping is added at our standard rate of 10% or \$5.00, whichever is greater.

Signature: _____ Title: _____ Date: _____

Contact our Customer Experience Department to place your order.

Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764

Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

ZB Zaner-Bloser

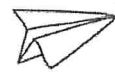
INSPIRING

aha MOMENTS

THANK YOU for
considering Zaner-Bloser.

We create resources for educators that help elementary students become more joyful, creative learners and communicators.

At Zaner-Bloser, we support your efforts to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—that reward students and help them realize the power of learning.



Z0338 09.22

SALES CONSULTANT - SUPPLEMENTAL

Kim McQuaide

kim.mcquaide@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2568

SALES CONSULTANT - READING

Mary Betz

mary.betz@zaner-bloser.com

Toll Free: 800.248.2568

ACCOUNT MANAGER - SUPPLEMENTAL

Angie Eckerle

angie.eckerle@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2807

ACCOUNT MANAGER - READING

Toll Free: 800.248.2568

ZB Zaner-Bloser

A Highlights Company



QUOTE SUMMARY FOR

Smithfield Elementary School

East Stroudsburg, PA

Tabitha Bradley

(570) 421-2841

tabitha-bradley@esasd.net

Quote # 00051989

Issued on July 28, 2023

Expires on August 31, 2023

PREPARED BY

Kim McQuaide

Sales Consultant - Supplemental

(800) 248-2568 ext. 2568

kim.mcquaide@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

July 28, 2023

Smithfield Elementary School • East Stroudsburg, PA

Dear Tabitha Bradley:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

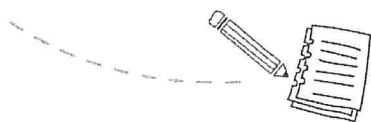
When you teach with *Zaner-Bloser Handwriting*, you're teaching all students to shine, with proven, research-based instruction that has helped generations of students to excel. Our efficient, effective method can be implemented through direct instruction and across disciplines in just 15 minutes per day.

The enclosed quote includes an Order Information page, which should be filled out completely and returned with your order. **If information is missing on this page, processing your order may be delayed.** Be sure to fill out parts A, B, and C of the Digital Product Information section if online access is included with your order.

We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Kim McQuaide
Sales Consultant - Supplemental



QUOTE SUMMARY



Smithfield Elementary School • East Stroudsburg, PA

PROGRAM	GRADE	SAVINGS	COST
<i>Zaner-Bloser Handwriting</i>	Grade 3	\$200.90	\$802.95
<i>Zaner-Bloser Handwriting</i>	Grade 4	\$100.45	\$1,013.70
<i>Zaner-Bloser Handwriting</i>	Grade 5	\$100.45	\$1,114.15

TOTAL SAVINGS	\$401.80
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SUBTOTAL COST **\$2,930.80**

SHIPPING/PROCESSING (10%) **\$293.08**

AMOUNT TO BE INVOICED **\$3,223.88**

Includes materials, shipping, and processing. May not include applicable local and state taxes.

Zaner-Bloser Handwriting: Grade 3

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124604	Handwriting 2020 Grade 3 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	1	\$100.45
9781453119396	Handwriting 2020 Grade 3 Teacher Edition	\$100.45	2	Complimentary
SUBTOTAL COST				\$802.95

Zaner-Bloser Handwriting: Grade 4

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124529	Handwriting 2020 Grade 4 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124611	Handwriting 2020 Grade 4 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	Complimentary
9781453119402	Handwriting 2020 Grade 4 Teacher Edition	\$100.45	1	\$100.45
SUBTOTAL COST				\$1,013.70

Zaner-Bloser Handwriting: Grade 5

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453124536	Handwriting 2020 Grade 5 Small Classroom Package <i>Contents include: 15 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$210.75	1	\$210.75
9781453124628	Handwriting 2020 Grade 5 Large Classroom Package <i>Contents include: 25 copies of the Student Edition, 1 copy of the Practice Masters, 1 copy of the Handwriting Activity Cards for grades 3-5, 1 copy of the Teacher's Edition, and myZBPortal.com 1 year access.</i>	\$351.25	2	\$702.50
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	2	\$200.90
9781453119419	Handwriting 2020 Grade 5 Teacher Edition	\$100.45	1	Complimentary
SUBTOTAL COST				\$1,114.15

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$3,223.88

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

IMPORTANT Please fill out this page completely. Missing information may result in delayed order processing.

Invoice - P.O. # _____

Check # _____

Make Checks Payable to: Zaner-Bloser

Authorized Signature: _____

Phone: _____

Please do not submit credit card information with this form. To prepay with a credit card, call our Customer Experience dept at 800.421.3018, Mon-Fri, 8:00 am-6:00 pm ET.

SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

DIGITAL PRODUCT INFORMATION Complete parts A, B, and C of the Digital Product Information section to ensure online access to digital product(s).

A. Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: _____ Email: _____

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C. Online access is assigned annually. Please enter the start date of the school year you will begin using the digital product. _____

BILL TO School/District Name: East Stroudsburg Area Sd

Contact Name: Tabitha Bradley Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18301

DELIVERY INSTRUCTIONS — IMPORTANT

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Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: Smithfield Elementary School

Contact Name: _____ Contact Email: _____

Street Address: 245 RIVER ROAD City: East Stroudsburg State: PA Zip: 18301

RETURNS Returns will only be processed with prior authorization by Zaner-Bloser Customer Experience. Materials must have been purchased within 90 days and be in resalable condition. To make arrangements for a return and to ensure that you receive credit, contact Zaner-Bloser's Customer Experience department at 800.421.3018. Please do not return materials to the PO Box address. Return to: Zaner-Bloser, Returns Department, 10650 Toebben Dr, Independence, KY 41051.

Please sign below to confirm your order and provide authorization for any applicable shipping charges and sales tax, if not sales tax exempt. Shipping is added at our standard rate of 10% or \$5.00, whichever is greater.

Signature: _____ Title: _____ Date: _____

Contact our Customer Experience Department to place your order.
Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764
Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

ZB Zaner-Bloser

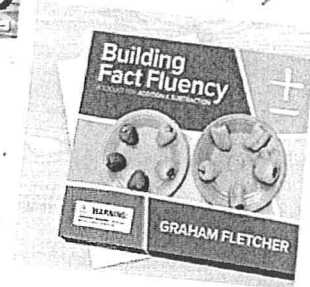
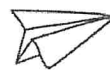
INSPIRING

aha MOMENTS

THANK YOU for
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We create resources for educators that help elementary students become more joyful, creative learners and communicators.

At Zaner-Bloser, we support your efforts to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—that reward students and help them realize the power of learning.



Z0338 09.22

SALES CONSULTANT - SUPPLEMENTAL

Kim McQuaide

kim.mcquaide@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2568

SALES CONSULTANT - READING

Mary Betz

mary.betz@zaner-bloser.com

Toll Free: 800.248.2568

ACCOUNT MANAGER - SUPPLEMENTAL

Angie Eckerle

angie.eckerle@zaner-bloser.com

Toll Free: 800.248.2568 ext. 2807

ACCOUNT MANAGER - READING

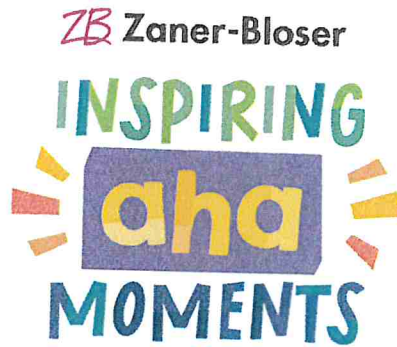
Toll Free: 800.248.2568

ZB Zaner-Bloser

A Highlights Company

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

j. Zaner-Bloser - Add'l Mat'ls (JM Hill) - \$11,789.80 - paid by ESSERs III



QUOTE SUMMARY FOR

East Stroudsburg Area Sch Dist
East Stroudsburg, PA
Tabitha Bradley
(570) 424-8500
tabitha-bradley@esasd.net

Quote # 00052203
Issued on August 2, 2023
Expires on October 31, 2023

Jim Hill

PREPARED BY
Angie Eckerle
Account Manager
(800) 248-2568 ext. 2807
angie.eckerle@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

August 2, 2023

East Stroudsburg Area Sch Dist • East Stroudsburg, PA

Dear Tabitha:

Thank you for all you do to inspire "aha" moments—moments of discovery, accomplishment, pride, surprise, and delight—in your classrooms and for considering Zaner-Bloser as your partner in helping students build foundational skills.

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We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Angie Eckerle
Account Manager

QUOTE SUMMARY

ZB Zaner-Bloser

East Stroudsburg Area Sch Dist • East Stroudsburg, PA

PROGRAM	GRADE	COST
<i>The Superkids Phonemic Awareness</i>	Grade 2	\$210.00
<i>The Superkids Reading Program</i>	Grade 2	\$10,292.00
<i>The Superkids Reading Program</i>	Multigrade	\$216.00
SUBTOTAL COST		\$10,718.00
SHIPPING/PROCESSING (10%)		\$1,071.80
AMOUNT TO BE INVOICED		\$11,789.80

Includes materials, shipping, and processing. May not include applicable local and state taxes.

ITEM LIST

The Superkids Phonemic Awareness Program: Grade 2

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453136898	Superkids 2022 Grade 2 The Superkids Phonemic Awareness Set <i>Contents include: 1 set of 46 Phoneme Articulation Cards, 1 Teacher's Guide</i>	\$105.00	2	\$210.00
SUBTOTAL COST				\$210.00

The Superkids Reading Program: Grade 2

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781614365792	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Reader Non-Consumable	\$18.00	50	\$900.00
9781614368823	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Super Magazines, Issues 1-4	\$24.00	50	\$1,200.00
9781614368991	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Word Work Books (set of 2 books) <i>Contents include: 2 Word Work Books, 1 per student, consumable</i>	\$15.00	50	\$750.00
9781614368632	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Warm Up Unit - Unit 8 Teacher Materials <i>Contents include: 11 Teacher's Guides, Program Guide, Backpack Page masters, Assessment Book, Letter Formation Guide</i>	\$350.00	2	\$700.00
9781614365365	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Word Work Book	\$15.00	50	\$750.00
9781614365808	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Reader Non-Consumable	\$18.00	50	\$900.00
9781614368830	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Super Magazine Set Issues 5-8	\$24.00	50	\$1,200.00
9781614368649	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Unit 9-16 Teacher Materials <i>Contents include: 10 Teacher's Guides, Assessment Book, Backpack Page masters</i>	\$350.00	2	\$700.00
9781614368779	Superkids 2017 Grade 2 Book Club Set <i>Contents include: 10 copies of 16 titles, 10 copies of 16 journals, 4 Teacher's Guides</i>	\$1,110.00	2	\$2,220.00
9781614365037	Superkids 2017 Grade 2 Big Book of Decoding	\$250.00	2	\$500.00
9781614368670	Superkids 2017 Grade 2 Classroom Resource Kit <i>Contents include: Superkids Skill-Building Book, Sound-Spelling Cards, Words to Know Cards, Superkids Second-Grade Poster</i>	\$205.00	2	\$410.00
9781598336344	Superkids Second- Grade Ice Cream Paper, 500 Sheets	\$31.00	2	\$62.00
SUBTOTAL COST				\$10,292.00

The Superkids Reading Program: Multigrade

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781598339475	Superkids Bendable Figures in Bus Tin	\$108.00	2	\$216.00
SUBTOTAL COST				\$216.00

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

\$11,789.80

* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

IMPORTANT Please fill out this page completely. Missing information may result in delayed order processing.

Invoice – P.O. # _____ Check # _____

Make Checks Payable to: Zaner-Bloser

Authorized Signature: _____ Phone: _____

Please do not submit credit card information with this form. To prepay with a credit card, call our Customer Experience dept at 800.421.3018, Mon-Fri, 8:00 am-6:00 pm ET.

SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

DIGITAL PRODUCT INFORMATION Complete parts A, B, and C of the Digital Product Information section to ensure online access to digital product(s).

A. Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: Tabitha Bradley Email: tabitha-bradley@esasd.net

B. If this order is being submitted by a school district, diocese, or third-party ordering service, please provide a list of the school(s) that require online access. By default, your school- or district-selected Digital Administrator will manage all schools listed below. (If you have more than six schools, please attach a complete list to your order.)

C. Online access is assigned annually. Please enter the start date of the school year you will begin using the digital product. _____

BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Tabitha Bradley Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18301

DELIVERY INSTRUCTIONS — IMPORTANT

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Do Not Deliver Dates: _____ No Delivery Date Restrictions

SHIP TO Same as BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Tina Falbo Contact Email: _____

Street Address: 151 E Broad St City: East Stroudsburg State: PA Zip: _____

RETURNS Returns will only be processed with prior authorization by Zaner-Bloser Customer Experience. Materials must have been purchased within 90 days and be in resalable condition. To make arrangements for a return and to ensure that you receive credit, contact Zaner-Bloser's Customer Experience department at 800.421.3018. Please do not return materials to the PO Box address. Return to: Zaner-Bloser, Returns Department, 10650 Toeppen Dr, Independence, KY 41051.

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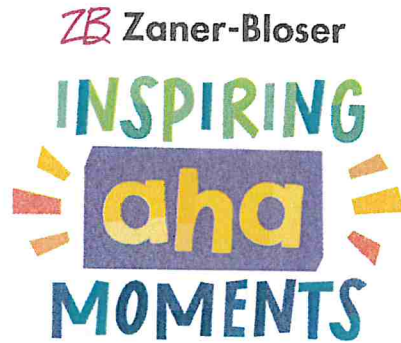
Signature: _____ Title: _____ Date: _____

Contact our Customer Experience Department to place your order.

Mailing Address: Zaner-Bloser, PO Box 16764, Columbus, OH 43216-6764
Email: CustomerExperience@zaner-bloser.com • Phone: 800.421.3018 • Fax: 800.992.6087

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

k. Zaner-Bloser - Add'l Mat'ls (Bushkill) - \$10,574.30 - paid by ESSERs III



QUOTE SUMMARY FOR

East Stroudsburg Area Sch Dist
East Stroudsburg, PA
Tabitha Bradley
(570) 424-8500
tabitha-bradley@esasd.net

Quote # 00052201
Issued on August 2, 2023
Expires on October 31, 2023

Brookhill

PREPARED BY
Angie Eckerle
Account Manager
(800) 248-2568 ext. 2807
angie.eckerle@zaner-bloser.com

THE MATERIALS ON THIS FORM HAVE NOT BEEN ORDERED.

To place your order, complete the Order Information page and scan/email it with this quote to our Customer Experience department at CustomerExperience@zaner-bloser.com. If you have questions, please call our Customer Experience department at 800.421.3018.

August 2, 2023

East Stroudsburg Area Sch Dist • East Stroudsburg, PA

Dear Tabitha:

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We look forward to providing you with the best research- and evidence-based resources, meaningful professional development opportunities, and top-notch customer service possible.

Thank you,

Angie Eckerle
Account Manager

QUOTE SUMMARY



East Stroudsburg Area Sch Dist • East Stroudsburg, PA

PROGRAM	GRADE	COST
<i>The Superkids Phonemic Awareness</i>	Kindergarten	\$105.00
<i>The Superkids Phonemic Awareness</i>	Grade 2	\$105.00
<i>The Superkids Reading Program</i>	Kindergarten	\$4,010.00
<i>The Superkids Reading Program</i>	Grade 2	\$5,146.00
<i>The Superkids Reading Program</i>	Multigrade	\$247.00
SUBTOTAL COST		\$9,613.00
SHIPPING/PROCESSING (10%)		\$961.30
AMOUNT TO BE INVOICED		\$10,574.30

Includes materials, shipping, and processing. May not include applicable local and state taxes.

ITEM LIST

The Superkids Phonemic Awareness Program: Kindergarten

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453136874	Superkids 2022 Grade K The Superkids Phonemic Awareness Set <i>Contents include: 1 set of 46 Phoneme Articulation Cards, 1 Teacher's Guide</i>	\$105.00	1	\$105.00
SUBTOTAL COST				\$105.00

The Superkids Phonemic Awareness Program: Grade 2

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781453136898	Superkids 2022 Grade 2 The Superkids Phonemic Awareness Set <i>Contents include: 1 set of 46 Phoneme Articulation Cards, 1 Teacher's Guide</i>	\$105.00	1	\$105.00
SUBTOTAL COST				\$105.00

The Superkids Reading Program: Kindergarten

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781614368687	Superkids 2017 Grade K, Semester 1, Meet the Superkids, Student Books Set, 1 Copy of Each of 13 Titles	\$15.00	25	\$375.00
9781614368595	Superkids 2017 Grade K, Semester 1, Meet the Superkids, Units 1-13 Teacher Materials <i>Contents include: 15 Teacher's Guides, Building Blocks of Reading, Program Guide, Assessment Book, Letter Formation Guide, Practice Pages masters</i>	\$350.00	1	\$350.00
9781614368694	Superkids 2017 Grade K, Semester 2, Superkids' Club, Student Books Set, 1 Copy of Each of 5 Titles	\$15.00	25	\$375.00
9781614368601	Superkids 2017 Grade K, Semester 2, Superkids' Club, Units 14-24 Teacher Materials <i>Contents include: 7 Teacher's Guides, Assessment Book, Practice Pages masters</i>	\$350.00	1	\$350.00
9781614369707	Superkids 2017 Grade K Library Bundle with Informational Text Library <i>Contents include: 5 libraries with 5 copies of 10 titles each</i>	\$1,700.00	1	\$1,700.00
9781614365013	Superkids 2017 Grade K Big Book of Blending	\$250.00	1	\$250.00
9781614369691	Superkids 2017 Grade K Classroom Resource Kit with Superkids Figures <i>Contents include: Superkids Skill-Building Book, Alphabet Cards, Tactile Cards, Picture Cards, Teacher and Student Letter Cards, Superkids Chart and Super Scene with Clings, Superkids Posters, Superkids Bendable Figures, 250 sheets of Ice Cream Paper</i>	\$610.00	1	\$610.00
SUBTOTAL COST				\$4,010.00

The Superkids Reading Program: Grade 2

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781614365792	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Reader Non-Consumable	\$18.00	25	\$450.00
9781614368823	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Super Magazines, Issues 1-4	\$24.00	25	\$600.00
9781614368991	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Word Work Books (set of 2 books) <i>Contents include: 2 Word Work Books, 1 per student, consumable</i>	\$15.00	25	\$375.00

ITEM LIST

The Superkids Reading Program: Grade 2

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781614368632	Superkids 2017 Grade 2, Semester 1, The Superkids Hit Second Grade, Warm Up Unit - Unit 8 Teacher Materials <i>Contents include: 11 Teacher's Guides, Program Guide, Backpack Page masters, Assessment Book, Letter Formation Guide</i>	\$350.00	1	\$350.00
9781614365365	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Word Work Book	\$15.00	25	\$375.00
9781614365808	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Reader Non-Consumable	\$18.00	25	\$450.00
9781614368830	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Super Magazine Set Issues 5-8	\$24.00	25	\$600.00
9781614368649	Superkids 2017 Grade 2, Semester 2, The Superkids Take Off, Unit 9-16 Teacher Materials <i>Contents include: 10 Teacher's Guides, Assessment Book, Backpack Page masters</i>	\$350.00	1	\$350.00
9781614368779	Superkids 2017 Grade 2 Book Club Set <i>Contents include: 10 copies of 16 titles, 10 copies of 16 journals, 4 Teacher's Guides</i>	\$1,110.00	1	\$1,110.00
9781614365037	Superkids 2017 Grade 2 Big Book of Decoding	\$250.00	1	\$250.00
9781614368670	Superkids 2017 Grade 2 Classroom Resource Kit <i>Contents include: Superkids Skill-Building Book, Sound-Spelling Cards, Words to Know Cards, Superkids Second-Grade Poster</i>	\$205.00	1	\$205.00
9781598336344	Superkids Second- Grade Ice Cream Paper, 500 Sheets	\$31.00	1	\$31.00
SUBTOTAL COST				\$5,146.00

The Superkids Reading Program: Multigrade

ISBN	DESCRIPTION	ITEM PRICE	QTY	TOTAL COST
9781598339789	Superkids Ice Cream Paper, 500 sheets	\$31.00	1	\$31.00
9781598339475	Superkids Bendable Figures in Bus Tin	\$108.00	2	\$216.00
SUBTOTAL COST				\$247.00

ORDER INFORMATION

ZB Zaner-Bloser

AMOUNT TO BE INVOICED (including shipping)*

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* Add state and local taxes to the total amount of your order, if applicable. If tax exempt, please include your tax exemption number or a copy of your tax exemption certificate to qualify for zero sales tax.

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SCHOOL INFORMATION

For use in school year: 20____ to 20____ First day of school: _____ Summer phone number: _____

Institution Type: District School

DIGITAL PRODUCT INFORMATION Complete parts A, B, and C of the Digital Product Information section to ensure online access to digital product(s).

A. Online access is controlled by a school or district *Digital Administrator*. This individual is responsible for adding and removing users throughout the school year. Additionally, this user can access important information such as parent contact information and student assessment data. Please provide the name and email of your school- or district-selected Digital Administrator below.

Name: Tabitha Bradley Email: tabitha-bradley@esasd.net

B. If this order is being submitted by a school district, diocese, or third-party ordering service, please provide a list of the school(s) that require online access. By default, your school- or district-selected Digital Administrator will manage all schools listed below. (If you have more than six schools, please attach a complete list to your order.)

C. Online access is assigned annually. Please enter the start date of the school year you will begin using the digital product. _____

BILL TO School/District Name: East Stroudsburg Area Sch Dist

Contact Name: Tabitha Bradley Contact Email: _____

Street Address: 50 VINE ST City: East Stroudsburg State: PA Zip: 18301

DELIVERY INSTRUCTIONS — IMPORTANT

All available materials will ship at the time the order is processed unless otherwise specified. Order processing and delivery times vary depending on volumes and customer location. If there are dates you are unable to accept deliveries, please note below. If there aren't any special delivery date requirements, please check the box labeled "No Delivery Date Restrictions".

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Street Address: Bushkill Falls Road City: Dingmans Ferry State: PA Zip: _____

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