V. ITEMS FOR DISCUSSION a. 2018/2018 Maintenance Agreement for Risograph



strategic technology solutions

www.stratixsystems.com

Corporate Headquarters 1011 N. Park Rd. Wyomlssing, PA 19610 Phone (610) 374-1936 Fax (610) 375-1957

SIDITO       Account # 202392       Bill To       Account #	
Company       East Stroudsburg Area SD Resica Elementary School       Company         Address       1 Gravel Ridge Rd       Address         Address       1 Gravel Ridge Rd       Address         City       East Stroudsburg State PA Zip 18301       City State Zip         Contact       Tammy Walsh       Contact         E-Mail       tammy-walsh@esasd.net       E-Mail         Billing Cycle       Term       Inolusions         Base & Excess       Start Date:       Parts, Labor, No Drums       Parts and Labor         Service Offering       9.10.2018       Parts, Labor, Do Trums       Parts and Labor         W       Base + Excess       Annual Page       Toner, PCU       Connectivity/ Software         Block Time       Allowance:       b- 84,000       Paper       Other         Crowide Special Instructions)       Context       Excess Rate       Base Rate         Model       Serial       Invoice Allowance       Excess Rate       Base Rate         Riso 390EZ       79890023       Black:       84,000       .0073       \$ 610.         Color:       Color:       Color:       Color:       Color:       Color:       Color:	
City       East Stroudsburg       State       PA       zip       18301       City       State       Zip         Contact       Tarnmy Walsh       Contact	
City       East Stroudsburg       State       PA       zip       18301       City       State       Zip         Contact       Tammy Walsh       Contact	
Contact       Tammy Walsh       Contact         E-Mail       tammy-walsh@esasd.net       E-Mail         Phone       570.223.6911       Fax         Billing Cycle       Term       Inclusions         Base & Excess       Start Date:       Metered Equipment         Quarterly       Annual       9.10.2018       Parts, Labor, No Drums         Base + Excess       Annual Page       Toner, PCU       Connectivity/         Block Time       Allowance:       Toner, Developer       Conter         Annual Non-Metered       b- 84,000       Other       Other         (Provide Special Instructions)       EQUIPMENT       EQUIPMENT         Model       Serial       Invoice Allowance       Excess Rate       Base Rate         Riso 390EZ       79890023       Black:       84,000       .0073       \$ 610.         Color:       Color:       Color:       Color:       Color:       Color:       Color:	
E-Mail       tammy-walsh@esasd.net       E-Mail         Phone       570.223.6911       Fax         Billing Cycle       Term       Inclusions         Base & Excess       Start Date:       Metered Equipment         Quarterly       Annual       9.10.2018       Parts, Labor, No Drums         Base + Excess       Annual Page       Toner, PCU       Connectivity/ Software         Block Time       Allowance:       7oner, Developer       Other         Annual Non-Metered       b- 84,000       Other       Other         (Provide Special Instructions)       EQUIPMENT       Invoice Allowance       Excess Rate       Base Rate         Riso 390EZ       79890023       Black:       84,000       .0073       \$ 610.         Color:       Color:       Color:       Color:       Color:       Color:	
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Riso 390EZ         79890023         Black:         84,000         .0073         \$ 610.           Key Operator Name & E-Mailt         Key Opera	
Accessories:         Black:         84,000         .0073         \$ 610.           Color:         Color:         0	
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Key Operator Name & E-Mail: Sub Total \$ 610.	
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*If exempt, please attach Tax* Rate: Tax Exemption Certificate Tax*	
and check here:	
φ 610.	00
For Internal Use Only: Q1394 ID Program	
Customer agrees to purchase and Strattx Systems agrees to provide maintenance service for the equipment identified above, in accordance with the terms and conditions of this agreement. No terms or conditions, expressed or implied, are authorized unloss they appear on the original of this agreement, signed by the Customer and Strattx Systems. THIS AGREEMENT IS NOT TRANSFERABLE AND SUBJECT TO RENEWAL INCREASE. The additional terms and conditions on the reverse side hereof are incorporated by reference and made part of this agreement. No one is authorized to change, after, or amend the terms and conditions of this agreement unless agreed to in writing by both parties.	]
Stratix Systems Authorization: Customer Authorization:	
Contracts Representative (please print) Customer Name & Title (please print)	
Contracts Representative Signature Date Customer Signature Date	

#### PROVISIONS OF THE STRATIX SYSTEMS MAINTENANCE AGREEMENT

1. GENERAL SCOPE. This contract covers both the labor and the material for adjustments, repairs and replacements of parts as necessitated by normal usage of the machine, Damage or loss resulting from misuse or parities such as fire, theit, water damage, or for any other cause external to the machine, are not covered. The use of unauthorized parts, components, modification, or parsonnel to affect repairs or changes will cause this agreement to be null and vold. Coverage will be vold under this Agreement if equipment is serviced by anyone other than Stratix Systems personnel or supplies are used which are purchased from any company other than Stratix Systems. All supplies must be replaced when needed to continue coverage under this Agreement.

2. CHARGES. Base charges shall be billed to the Customer quarterly, annually or other periodic basis as specified on the reverse side hereof, and shall be due and payable in advance upon receipt of an invoice therefor. Excess charges, if any, shall be billed quarterly, annually or other periodic basis as specified on the reverse side hereof, and shall be due upon receipt of an invoice therefor. Excess charges, if any, shall be billed quarterly, annually or other periodic basis as specified on the reverse side hereof, and shall be due upon receipt of an invoice therefor. Applicable taxes shall be added to the charges due hereunder. Prepaid charges specified on the reverse side hereof shall not be refundable under any circumstances, except as expressly provided herein.

(a) If foner inclusive is specified on the reverse side hereof, Stratix Systems shall, at no additional charge, maintain a supply of loner cartridges at the Customer's premises for use solely with the Equipment listed on the reverse side hereof, based on a 7% coverage.

(b) By electing toner inclusive, Customer represents that the Equipment listed on reverse side hereof reflects Customer's entire population of Equipment eligible for such service, whether or not such Equipment was purchased or leased through Stralix Systems. Customer agrees that Stratix Systems may terminate this Agreement if Customer breaches such representation at any time during the contract term.

The aggregate number of toner certridges supplied shall not exceed the number of cartridges determined by Strattx Systems, based on the manufacturer's specifications for conventional office image coverage, as necessary to produce the number of images subject to toner inclusive service. Stratix Systems shall sell to Customer at Stratix Systems then applicable prices any additional toner cartridges Customer may request during the contract term hereof. Customer shall bear all risk of loss or damage to unused toner cartridge, which shall remain Strattx Systems property and shall be returned to Strattx Systems promptly upon termination of the contract term,

3. METER READINGS. Customer agrees to provide Stralk Systems frue and accurate meter readings in any reasonable menner requested by Stratk Systems. If accurate meter readings are not provided, Stratk Systems reserves the right to estimate meter readings based upon previous usage.

4. COVERED SERVICE. Stratix Systems shall provide all routine preventative maintenance and emergency service necessary to keep the Equipment in good working order. Such service shall be performed during Stratix Systems regular business hours. Customer shall alford Stratix Systems full and free access to the Equipment in order to enable Stratix Systems technicians to perform on-site service on the Equipment and perform meter readings. Stratix Systems may terminate its maintenance obligations as to any Equipment which is relocated by Customer to a site outside Stratix Systems Authorized Service territory. If, in Stratix Systems option, any Equipment connot be maintained in good working order through Stratix Systems routine preventative maintenance services, Stratix Systems shall, at its option, either (1) substitute comparable equipment for the Equipment or (2) cancel any balance of the contract term hareof as to such Equipment and refund to Customer the unerned portion of the prepaid charges hereunder. Parts or equipment replaced or removed by Stratix Systems in connection with maintenance services hereunder shall become the property of Stratix Systems.

Stratix Systems shall make available to Customer from time to time and at prevailing prices, if any, such upgrades and bug fixes for the Software (namely, the third party software licensed as part of the Equipment and the Application Software listed on the face of this Agreement) as are provided to Stratix Systems by suppliers of the Software and are required (1) for compatibility (2) to maintain supportability or (3) for other reasons controlled by the Software suppliers. Stratix Systems shall also use reasonable efforts to provide Level 1 support on the Software Level 1 Support consists of providing help-line telephone assistance in operating the Software and identifying service problems to assist in tracking the same, but Customer acknowledges that Stratix Systems can only coordinate support on the Software to the extent that the Software supplier addresses and rectifies the problem. Customer further acknowledges that with respect to Application Software, it is Customer's responsibility to acquire packages for

support and maintenance and to complete the registration or other qualification process applicable to such Support Contracts if Customer desires support service beyond Level 1 support.

5. NON-COVERED SERVICE. The following services, and any other work beyond like scope of this Agreement, shall be involved in accordance with Stratix Systems then current labor, parts and supply charges:

(a) replacement of any consumable supply items, including, without limitation, paper, toner, or toner cartridges (except to the extent provided in subparagraph 2(a) above), steples, paper caselles, print heads and ink;

(b) repairs necessitated by factors other than normal use including, without limitation, any willful act, negligence, abuse or misuse of the Equipment; the use of parts, supplies or software which are not supplied by Strattx Systems and which cause abnormally frequent service calls or service problems; service performed by personnel other than Strattx Systems service technicians; transportation of the Equipment; accident; use of the Equipment; with non-compatible hardware or software components; electrical power matfunction or extreme heating, cooling or fundidity ambient conditions;

(c) re-installation of Equipment;

(d) repairs to or realignment of Equipment, and related Customer training, necessitated by Customer changes to its system configuration;

(e) repairs or service required as a result of inadequate key operator involvoment (e.g. Stratix Systems technician is dispatched to rectify a problem covered by the operator manual);

(f) work which the Customer requests to be performed outside of Strattx Systems regular business hours; or

(g) repair of RIP or other network/system connection device, except when listed on reverse side.

6. PARTS-REPAIR AND REPLACEMENT. Replacement or repair of functional parts when required as a result of normal usage of the unit are furnished without additional charge during agreement service calls.

7. RECONDITIONING. When in Strattx Systems opInion a shop reconditioning is necessary because normal repairs and parts replacement cannot keep a unit in satisfactory operating condition, Strattx Systems will submit a cost estimate of neoded repairs which will be in addition to maintenance charges. If the customer does not authorize such work, Strattx Systems may refuse to renew this agreement for the unit, and/or may refuse to continue to service the unit under this Agreement, furnishing service on a "Per Call" basis.

8. SURGE PROTECTOR. Customer acknowledges receipt herewith of a surge protector. This surge protector is provided to the customer at no charge as long as this agreement is in effect. At termination of this agreement for any reason whatsoever customer agrees to return to Straffix Systems, freight or postage prepaid, the surge protector. If not received within 10 days of the effective termination date of this agreement, customer agrees to pay Straffix Systems in replacement value of \$125,00 for this equipment and remit this amount within 15 days of the effective termination systems. Customer shall beer full responsibility for all loss or damage to the surge protector provided.

9. TERM. This Agreement shall become effective upon receipt by Stratix Systems of payment of the total charges. This agreement will remain in force for twelve (12) months or the specified number of copies indicated in the Annual Page Allowance Section on the reverse side, whichever is sooner, and will automatically be renewed for a similar term unless written cancellation notice is received by either party (60) sixty days prior to the end of the current term. The contracted rates will be adjusted to Stratix Systems then prevailing rate, which will be reflected in an increase on the renewed dots. Customer agrees to pay the current total charges in advance, at the beginning of each egreement period. If customer does not pay the amount due hereunder; (1) Stratix Systems may refuse to conflue to service the equipment or furnish service on a C.O.D. "Por Cell" basis, and (2) the customer agrees to pay Stratix Systems costs and expenses of collection, including the maximum eitorney's fee permitted by law, said fee not to exceed 25% of the amount due hereunder.

Strafk Systems equipment is designed to give excellent performance with Strafk Systems supply products, including paper and toner. If Maintonanco Agreement customers use other than Strafk Systems supplies, and if such supplies are detective or not adaptable to use on Strafk Systems machines, causing abnormally frequent service calls, service problems, or unacceptable image quality, then any service calls that are required and made by Strafk Systems due to the use of other than Strafk Systems recommended supplies, shall be billable at the there urrent Strafk "Per Call" hourly rate, together with any charge for any parts that are required and, in addition, the Maintenance Agreement may be terminated by Strafk Systems. In that case, the customer will be offered continuing service at published hourly rate. Contract, parts and labor prices are subject to change without notice.

10. GOVERNING LAW. This contract shall be governed and construed according to the laws of the Commonwealth of Pennsylvania and constitutes the entire Agreement between the parties.

Whenever the term Strattx Systems is used, it shall be deemed to be the signatory hereto, which is either Strattx Systems incorporated or its subsidiary in the context indicated,

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V≞ZDOR	101	RATIX SYSTEMS, INC. I1 N PARK ROAD 'OMISSING, PA 19610-1339	SH H P TO		Resica Elem One Gravel I East Strouds Phone: 570.2 Fax: 570.223	entary S Ridge Ro burg, PA 223.6911	choo bad	Ч		-	
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	Date (	2019005 Drdered Vendor Number Date Required Freio	2 phi Method	đ٢	Terms		Ď	epartment/L	ocation		
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<u>sine</u>	ém#,	Description/PartNo	899 - 86 - 17 C.		QTY	UOM	Ų	nit Pri <u>ce</u>	Exter	Ided Price	
	1	Maintenance agreement for Risograph Model EZ390 (t labor) ID #Q1394	o cover		1.0	YR		\$1,072.00		\$1,072.00	
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Total Ext. Price PO Total \$1,072.00 **\$1,072.00** 

By: <u>JGBach</u> Chief Financial Officer •

V. ITEMS FOR DISCUSSION b. ESS Contract Addendum

#### **ADDENDUM**

This is an Addendum to the Agreement between the East Stroudsburg Area District (hereinafter referred to as "LEA" for Local Education Agency) and ESS Northeast, LLC (f/k/a S4Teachers, LLC d/b/a Source4Teachers) (the "Company") for the services of Substitute Teachers and Staff:

The parties hereby agree to modify the Agreement as follows:

1. Effective July 1, 2018 the following positions and rates are added in Exhibit A:

Position	Pay Rate	Discounted Bill Rate 2018/2019	Rule
Full Day Substitute Long Term Teacher	\$150.00	\$192.75	Administered on Day 1 of an
	; <b>1</b> .		assignment projected over 20 days.
Half Day Substitute Long Term Teacher	\$75.00	\$96.38	Administered on Day 1 of an
	<u>, 1</u>		assignment projected over 20 days.

2. All other provisions of the Agreement shall remain in full force and effect during the term of the Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

#### **East Stroudsburg Area District**

Attest:\_\_\_\_\_

By\_\_\_\_\_ Signature

Name and Title

Date

ESS Northeast, LLC (f/k/a S4Teachers, LLC d/b/a ESS/Source4Teachers)

By\_\_\_\_\_\_ W. Andrew Hall, Executive V.P.

Date\_\_\_\_

Attest:

V. ITEMS FOR DISCUSSION d. Printing of Act 1 Application - Berkone



# **Act I Applications**

SERVICE OPTIONS	UNIT COST
A. Printing, mailing, forms and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information), #9 single window return envelope and #10 double window outside envelope	\$0.3383
<b>B.</b> Printing, mailing, forms and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information) and #10 double window outside envelope	\$0.3014
<b>C.</b> Additional programming*, ***	\$128.125/hour

\*Programming fees will apply if the county file layout is different than last year.

\*\*Postage will be a direct pass through cost.

\*\*\*Please note: the Act 1 application, letter and instructions are standard forms used among multiple school districts. By keeping the form standard for all, we are able to maintain our low cost pricing. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.

# We have prepared a quote for you



# ACT 1 - Current School Districts - COLI

Quote # 002072 Version 1

PREPARED FOR Act 1-Multi



#### P: 866.396.8194 E: NYoungblood@berkone.com W: www.BerkOne.com

#### Option A

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Print, Fold, Mail #9 and #10 Envelopes\Unit	\$0.00	\$0.3383	TBD	\$0.00	\$0.00

#### Option B

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Print, Fold, Mail #10 Envelopes\Unit	\$0.00	\$0.3014	TBD	\$0.00	\$0.00

#### Option C

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
Additional Programming\Hour	\$0.00	\$128.125	TBD	\$0.00	\$0.00

#### Comments

COLI is effective 09/01/2018.

Pricing is based on USD currency and reflects a COLI of 2.5%.

Sales Tax will be applied where applicable.

All PO Box, Postage, and Shipping Costs will be a direct pass through to the client.

This estimate reflects current understanding of the requirements and estimated volume for this assignment.

Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted.



P: 866.396.8194 E: NYoungblood@berkone.com W: www.BerkOne.com

# ACT 1 - Current School Districts - COLI

Prepared by:	Prepared for:	Quote Information:
BerkOne	Act 1-Multi	Quote #: 002072
Neil Youngblood 484-228-1493 NYoungblood@berkone.com	, Multiple Districts	Version: 1 Delivery Date: 09/06/2018 Expiration Date: 09/30/2018
	jmiller@berkone.com	

This is not an invoice. An invoice will follow with terms of Net 30. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Act 1-Multi

Signature:	
Name:	Multiple Districts
Title:	
Date:	09/06/2018
PO Number	

V. ITEMS FOR DISCUSSION e. Contracted Transportation Services RFP



EST. 1936

Phone: 570.842.0480

Pocono Transportation Inc.

657 Drinker Turnpike Covington Twp. Pennsylvania 18424



TITLE PAGE

# "Proposal for Contracted Transportation Services" Number ESASD-CT18-19 Opening date, October 2<sup>nd</sup> 2018 at 2:00PM

Prepared for: East Stroudsburg School District Prepared By: Aaron J Sepkowski - President Email: <u>Asepkowski@poconotransporation.com</u> Submitted: October 2<sup>nd</sup> 2018

















Pennsylvania School Bus Association Safely Transporting Pennsylvania's Future Visit us at: WWW.Poconotransportation.com



EST. 1936

### Pocono Transportation Inc.

Facebook

Fax: 570.842.1815

657 Drinker Turnpike Covington Twp. Pennsylvania 18424



East Stroudsburg Area School District 50 Vine Street East Stroudsburg PA 18301

9/26/2018

Proposal for Contracted Transportation Services Number ESASD-CT18-19 Opening date, October 2nd 2018 at 2:00PM

#### Title Page:

Pocono Transportation Inc. 657 Drinker Turnpike Covington Twp. PA 18424 Main Telephone Number (570)842-0480 P.O.C: Aaron J Sepkowski - President, Email: Asepkowski@poconotransportation.com

#### Profile of the Firm;

Pocono Transportation was established in 1936, making us one of the First transportation companies in i. operation in our area. Today we have a Fleet of 47 school buses which transport students primarily through the North Pocono School District. However, there are a number of other public/private schools that utilize our services, such as Abington heights, Mountain View, Blue Ridge, Pleasant Valley, Stroudsburg, Scranton Prep, and Scranton School for the Deaf and Hard of Hearing. In addition, we have 16 vans available for students in need of transportation to special education programs throughout these districts. All of our drivers possess a Commercial Driver's License and up to date driver training. An ASE certified Master School Bus Technician is on our staff at our garage year round, keeping our vehicles in good working order. Aside from school transportation, we also utilize our school and coach buses for group transportation as well. ii. Level and Nature of Experience :

pproved Auto Repair

- - 1936 Current, Over 83 years of transportation K-12 at North Pocono School District with 20 a. route buses and 18 special need vehicles / buses along with their athletic and field trips
  - 1996- Current, Stroudsburg Area athletic and field trips along with support with their K-12 routes b. on a as need bases.
  - 2005- Current Pleasant Valley Area athletic and field trips c.
  - 2011- Current Mtn. View athletic and field trips along K-12 Routes d.
  - 2014-Current Abington Heights Area athletic and field trips e.
  - 2015-Current Blue Ridge Area athletic and field trips f.
  - 1999-2015 Assisted North Pocono Bus Company in operations for the East Stroudsburg Area g,
    - School District Area athletic and field trips (Pocono acquired North Pocono Bus Company in the fall of 2014,)
  - h. 2015-Current East Stroudsburg Area School District Area athletic and field trips

-Pocono Transportation Inc. also has played an active role in the Penna. School Bus Association since 1982 with Aaron J Sepkowski a board member and treasurer with in the association,

-Pocono Transportation Inc. has obtained a valid PA. P.U.C, M.C.C MX and U.S.D.O.T operating authority as well as a participating vender for the Department of Defense holding a U.S. General Services Administration (GSA) Vender Number (\*Vender No.FLC002063), Central Contractor Registration (CCR)

and available on Pennsylvania Supplier Portal (\*Vender No.0000317417).

- iii. Assigned office staff - We have office staffed from 6am to 6pm with two dispatchers along with an on call dispatcher available 24/7.
  - a. Aaron J Sepkowski President, Email: Asepkowski@poconotransportation.com , Ph: 570-842-0480
  - Jessica Pierre- Dispatcher, Email: Jpierre@poconotransportation.com, Ph:570-842-0480 b.
- Renee VanBrunt Dispatcher , Email: Rvanbrunt@poconotransportation.com ,Ph:570-842-0480 с. Domicile Location: 657 Drinker turnpike Covington Twp. PA 18424 (33.0 Miles from your south high iv.
- school) (38.0 Miles from your Lehman Campus )
  - NOTE: This is the location were the time and or mileage will start and end, for billing purposes. If 8. a unit is closer to your pick up location, Pocono Transportation will utilize the lesser of the time and or miles for billing purposes. I.E. if a bus is done at Stroudsburg area school in time for a trip for your district, the time and or mileage will start at the Stroudsburg area school.

References:

North Pocono School District ,701 Church St Moscow PA 18444 Mr. Dennis Cawley

Business Manager dcawley@npsd.org (570) 842-7659 ext 4132



Mountain View School District 11748 State Route 106 Kingsley, PA 18826 Mr. Tom Witiak Business Manager <u>Twiriak@mvsd.net</u> (570) 434-2501

Stroudsburg Area School District, 123 Linden Street Stroudsburg PA 18360 Mrs. Laurie McCormick Transportation coordinator <u>Linccorm@Sburg.org</u> (570)-421-1992 ext 5

Pleasant Valley School District 2233 Route 115 Suite 100 Brodheadsville PA 18322 Denna Boyne Transportation Liaison (570)-402-1000 ext. 4930

Abington Heights School District 200 East Grove Street Clarks Summit, PA 18411 Susan B. Wallace <u>wallaces@ahsd.org</u> (570) 585-7310 Director of Transportation

East Stroudsburg School District, 50 Vine Street East Stroudsburg PA 18301 Judy Sourwine <u>iudy-sourwine@esasd.net</u> (570) 424-8500

#### Litigation: None to note

Notations: All Buses are no more than five (5) years old, Equipped with Synovia GPS, Pro Vision Cameras and Two-Way Radios

#### Fee for Service:

i.

- Please see Appendix A, \*(Hourly RATE) Option #1
  - a. Unnecessary trip to the school- the district will be charge a fee of \$190.00 for a unit that is dispatched to the school for an event that was canceled without notifying us of the cancelation.
- ii. Please see Appendix A, \*(TIME AND MILES RATE) Option #2
  - a. Unnecessary trip to the school- the district will be charge a fee of \$190.00 for a unit that is dispatched to the school for an event that was canceled without notifying us of the cancelation.

Bid Bond: Please see attached

Conflict of Interest: None to note

Non- Collusion Affidavit: Please see Appendix B

Aaron J. Sepkowski

President Pocono Transportation Inc.



Visit us at: WWW.Poconotransportation.com



#### Pocono Transportation Inc. 657 Drinker Turnpike Covington Twp. PA 18424

Fax Number 570-842-1815

Email: Asepkowskl@poconotransportation.com

Phone Number 570-842-0480

Prepared By: Aaron J Sepkowski - President

Date Prepared: 26 Sept. 2018

Prepared For: East Stroudsburg Area School District

#### **Contracted Transportation Services**

	Option No. 1 (	Hourly Rate)	
Big Bus (72-77Pass)	2018-2019	2019-2020	2020-2021
Driving Rate	\$105.00 per Hour	\$105.00 per Hour	\$105.00 per Hour
Layover Rate	\$22.00 per hour	\$22.75 per hour	\$23.25 per hour
Mileage Rate	NA	NA	NA
Mini Bus (24-33 Pass)			
Driving Rate	\$90.00 Per hour	\$90.00 Per hour	\$90.00 Per hour
Layover Rate	\$22.00 per hour	\$22.75 per hour	\$23.25 per hour
Mileage Rate	NA	NA	NA
School Van (7-10 Pass)			
Driving Rate	\$70.00 per hour	\$70.00 per hour	\$70.00 per hour
Layover Rate	\$17.00 per hour	\$17.50 per hour	\$18.00 per hour
Mileage Rate	NA	NA	NA
Driving Rate Layover Rate	\$22.00 per hour \$22.00 per hour	2018-201012-01 \$20.00 per hour \$20.00 per hour	\$20.00 per hour \$20.00 per hour
Mileage Rate	\$2.80 per mile	\$2.80 per mile	\$2.80 per mile
必備市民國。(國際國際市民)。			
Oriving Rate	\$22.00 per hour	\$20.00 per hour	\$20.00 per hour
_ayover Rate	\$22.00 per hour	\$20.00 per hour	\$20.00 per hour
Mileage Rate	\$2.60 per mile	\$2.60 per mile	\$2.60 per mile
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Driving Rate	\$17.00 per hour	\$17.50 per hour	\$18.00 per hour
ayover Rate	\$17.00 per hour	\$17.50 per hour	\$18.00 per hour
Vileage Rate	\$1.75 per mile	\$1.75 per mile	\$1.75 per mile
General			
		Y	N
re buses equipped with a	ameras and DVRs ?	Yes	
re buses equipped with G		Yes	

jeffrey-bader@esasd.net

#### Aaron Sepkowski

From:Marisela Horton <marisela-horton@esasd.net>Sent:Wednesday, September 19, 2018 1:38 PMTo:asepkowski@poconotransportation.comSubject:Contracted Services RFP

Good afternoon

The East Stroudsburg Area SD has waived the requirement of a bid and performance bond needed for the Contracted Services RFP.

If you have any questions, please feel to contact Mr. Thomas McIntyre, Chief Financial Officer.

Thank you

Marisela Horton Administrative Assistant to Thomas J. McIntyre, Chief Financial Officer East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA 18301 (570) 424-8500 Ext. 10101 (570) 420-8384 Fax

"A person's a person, no matter how small." - Horton, The Elephant

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#### NON-COLLUSION AFFIDAVIT

The undersigned proposer having fully reviewed the RFP for Contracted Transportation Services and determined the accuracy of the statements made herein certifies that:

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

BCOND TRANSPORTATION Firm Name

09/26/18 Date

AARON J. SEptous &: ~ president Name and Title (Printed)

Signature and state

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## CERTIFICATE OF LIABILITY INSURANCE

POCO-13

OP ID: LL

DATE (MM/DD/YYYY)

-	THIS CERTIFICATE IS ISSUED AS A MATTER OF DECOMATES				/26/2018						
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. T CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLIC BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZ REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
l t	IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confirm light to the										
L_	certificate holder in lieu of such endorsement(s).			as someate upes not confer r	ights to the						
	DDUCER	CONTACT Kennet	h G Reinhei	imer III	······						
C/C	rk Agency ) Chamberlin & Reinheimer	PHONE (A/C, No, Ext): 570-5		FAX (A/C, No): 570-5	58-5881						
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CONTRACTED SERVICES RFP TABULATION FORM

NAME	REPRESENTING
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RFP	OPENING
2018-19 CONTRACTED T	RANSPORTATION SERVICES
EAST STROUDSBURG	GAREA SCHOOL DISTRICT

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2. Songa Bunci	Business Office
3. Tom HENRY	TEXUS PORTATION
4. AARON J. SEptonsk.	Brows TRANSportation Zwe
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V. ITEMS FOR DISCUSSION f. Budget Timeline

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Timeline for Events Related to 2019-2020 Budget Process Special Session Act 1 of 2006

# Dates in Timeline Apply to All School Districts except Philadelphia City SD, Pittsburgh SD and Scranton SD

Date	Description	Section
September 1, 2018 (annual deadline)	<b>Department of Education</b> publishes the 2019-2020 base index in the Pennsylvania Bulletin.	Section 333(I)
September 30, 2018 (annual deadline)	Department of Education notifies school districts of their 2019-2020 adjusted index.	Section 313(2)
December 15, 2018 (annual deadline)	School districts with residents paying tax on compensation imposed by Philadelphia under the authority of the Sterling Act certify to the Department of Education the total amount of 2017 tax credits provided based on the tax rate of the school district. (Applies only to school districts that had an earned income and net profits tax in the 2017 calendar year.)	Sections 503(b)(2); 324(2)
December 31, 2018 (60 days prior to March 1 application deadline)	School Districts send notification, by first class mail, to owners of each parcel of residential property – which can be limited to owners who are not currently approved or whose approval is due to expire – stating that the owner must submit a completed application to county assessor to qualify for homestead exclusion. Mailing must include application, instructions and deadline to apply.	Section 341(b)
January 1, 2019 (30 days prior to preliminary budget public inspection deadline)	<b>Department of Education</b> deadline to notify school districts of school year of AFR data to be used when calculating referendum exception in Section $333(f)(2)(v)$ .	Section 333(j)(4)
January 31, 2019 (110 days prior to primary election) Board Meeting January 22, 2019	<b>School district</b> deadline to make 2019-2020 proposed version of preliminary budget available for public inspection <b>or adopt resolution</b> pursuant to Section 311(d)(1) indicating that it will not raise the rate of any tax by more than its index.	Section 311(c); 311(d)(1)
February 5, 2019 (5 days after resolution adoption)	School district deadline to submit a copy of resolution adopted pursuant to 311(d)(1) and proposed tax rate increases to Department of Education in the Consolidated Financial Reporting System (CFRS) application.	Section 311(d)(2)
February 10, 2019 (10 days prior to preliminary budget adoption deadline)	<b>School district</b> deadline to give public notice of the intent to adopt the 2019-2020 preliminary budget unless resolution was adopted under Section 311(d)(1) indicating that it will not raise the rate of any tax by more than its index.	Section 311(c)

Taxpayer Relief Act, SS Act 1 of 2006: Timeline for Events Related to 2019-2020 Budget Process

Date	Description	Section
February 15, 2019 (10 days after receipt of resolution)	<b>Department of Education</b> deadline to notify school districts that adopted a resolution pursuant to Section 311(d)(1) whether the 2019-2020 proposed tax rates are equal to or less than their Index.	Section 311(d)(4)
February 20, 2019 (90 days prior to primary election)	<b>School district</b> deadline to adopt the 2019-2020 preliminary budget unless resolution adopted under Section 311(d)(1).	Section 311(a)
February 25, 2019 (85 days prior to primary election)	<i>School district</i> deadline to submit 2019-2020 preliminary budget containing proposed tax rate increases to Department of Education in the CFRS application.	Section 333(e)
February 28, 2019 (1 week prior to filing of request for referendum exception)	<b>School district</b> deadline to publish notice in newspaper of intent to request approval from Department of Education for a referendum exception.	Section 333(j)(2)
No later than March 1, 2019 (annual deadline)	Deadline for <i>homeowners</i> to file a homestead application (and, if applicable, a farmstead application) with county assessor indicating property is owner-occupied. Resubmission of application required no more than one time every three years. No application fee for filing. (See December 31, 2018.)	Section 341(c), (e), (i)
March 7, 2019 (75 days prior to primary election)	<b>Department of Education</b> deadline to notify school districts that submitted the 2019-2020 preliminary budget whether the proposed tax rates are equal to or less than their Index.	Section 333(e)
March 7, 2019 (75 days prior to primary election)	<b>School district</b> deadline to seek approval from Department of Education for referendum exceptions requiring their approval.	Sections 333(j)
March 22, 2019 (60 days prior to primary election)	<b>School district</b> deadline to submit referendum question seeking voter approval of tax rate increase in excess of index to the county board of elections (for each county in which the school district is located), unless request for referendum exception has been submitted to Department of Education. If the school district's proposed tax rate increase would exceed their Index even if all of its referendum exception requests were approved, and if it intends to submit a referendum question for that part of the tax rate increase, it must do so by this date.	Section 333(c)(3)
March 27, 2019 (55 days prior to primary election)	Deadline for <b>Department of Education</b> to issue ruling on school district's petition for referendum exception.	Sections 333(j)(5)

Taxpayer Relief Act, SS Act 1 of 2006: Timeline for Events Related to 2019-2020 Budget Process

Date	Description	Section
April 1, 2019 (50 days prior to primary election)	<b>School district</b> deadline, if the Department of Education denies all or a part of the school district's request for referendum exception, to submit to the county board of elections referendum question seeking voter approval of tax rate increase in excess of index for the portion of the referendum exception request denied.	Sections 333(j)(5)
April 15, 2019 (annual deadline)	Secretary of the Budget certifies the total amount of revenue in the Property Tax Relief Fund and the Property Tax Relief Reserve Fund and the total amount available for distribution in 2019-2020.	Section 503(a)(1), (e)
April 20, 2019 (annual deadline)	Secretary of the Budget notifies Department of Education whether it is authorized to provide school districts with property tax allocations under Section 505.	Section 503(d)
May 1, 2019 (annual deadline)	<b>Department of Education</b> notifies school districts of the amount of their state allocation of property tax reduction funding. This only occurs if the Secretary of the Budget certifies, by April 15, 2019, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2019-2020.	Section 505(a)(4)
May 1, 2019 (annual deadline)	<b>Assessor</b> provides each school district with a certified report with information on homestead and farmstead properties, as provided in 53 Pa CS §8584(i).	Section 341(g)(3)
Prior to May 21, 2019	<b>General Primary election</b> . County election officials, in conjunction with board of school directors, shall draft a non-legal interpretive statement to accompany referendum question that references items of expenditure for which tax rate increases are being sought. (See March 22 or April 1, 2019.)	Section 333(c)(4)
No later than May 31, 2019 (optional action)	Deadline for <i>school district board of directors</i> electing to adopt resolution rejecting 2019-2020 property tax allocation. This action can only occur if the Department of Education has notified school districts by May 1, 2019, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2019-2020. (This action applies only if a school district has not rejected a previous state property tax allocation.)	Section 903(a)
No later than Board Meeting May 31, 2019	School district deadline to adopt 2019-2020 proposed version of final budget and upload the signed Certification of Use document in the CFRS application.	Section 687(a)(1) (School Code)
June 5, 2019	<b>School district</b> deadline to submit copy of resolution (if adopted) rejecting 2019-2020 property tax allocation to Department of Education. (See May 31, 2019.)	Section 903(b)

Taxpayer Relief Act, SS Act 1 of 2006: Timeline for Events Related to 2019-2020 Budget Process

Date	Description	Section
June 10, 2019 May 28, 2019 (20 days prior to final budget adoption deadline)	<b>School district</b> deadline to make 2019-2020 proposed final budget available for public inspection on the General Fund Budget from the CFRS application.	Section 312(c)
June 20, 2019 June 7, 2019 (10 days prior to final budget adoption deadline)	<b>School district</b> deadline to offer public notice of its intent to adopt the 2019-2020 final budget.	Section 312(c) Section 687(a)(2)(i) (School Code)
June 30, 2019 Board Meeting (annual deadline) June 17, 2019	School district deadline to adopt the 2019-2020 final budget.	Section 312(a)
June 30, 2019 (annual deadline)	School district deadline to adopt a resolution implementing the homestead/farmstead exclusion. For school districts whose voters did not approve a local income tax for the purpose of providing homestead/farmstead exclusions, this only occurs if the Department of Education has notified school districts by May 1, 2019, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2019-2020.	Section 321(d), 342, 505(a)(4)
July 15, 2019 (annual deadline)	<i>School district</i> deadline to submit 2019-2020 final budget to Department of Education in the CFRS application.	Section 687(b) (School Code)
No later than August 4, 2019 (60 days after receipt of resolution)	<b>Department of Education</b> deadline to notify election officials of each county of the school districts in that county that have taken action to reject their 2019-2020 property tax relief allocation under Section 903(a). (See May 31, 2019.)	Section 904(b)
August 22, 2019	<b>Department of Education</b> pays school districts 50 percent of their state allocation of property tax reduction funding. This only occurs if the Secretary of the Budget certifies, by April 15, 2019, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2019-2020.	Section 505(b)
October 24, 2019	<b>Department of Education</b> pays school districts 50 percent of their state allocation of property tax reduction funding. This only occurs if the Secretary of the Budget certifies, by April 15, 2019, that there are enough funds in the Property Tax Relief Fund to make a distribution to school districts in 2019-2020.	Section 505(b)
December 1, 2019	Deadline for <i>school districts</i> to report to the Department of Community and Economic Development, tax enactments, repeals and changes to require withholding of a new tax, withholding at a new rate or to suspend withholding of such tax effective January 1, 2020.	Section 351(f)(2)

V. ITEMS FOR DISCUSSION g. Budget Review - 2000 Function

#### 2000 Support Services

Support Services are those services that provide administrative, technical (such as guidance and health), and logistical support to facilitate and enhance instruction. Support Services exist as adjuncts for the fulfillment of the objectives of instruction, community services, and enterprise programs, rather than as entities within themselves.

The 2000 function series is broken down into several sub categories as directed by the Pennsylvania Department of Education (PDE.)

#### 2100 – Support Services

- We record all pupil service costs to this function.
- Guidance Office, Child Accounting, Psychological Services, Speech Pathology and Audiology Services, and Social work services.

2200 - Support Services - Instructional Staff

- Activities associated with assisting, supporting, advising, and directing the instructional staff with or in the content and process of providing learning experiences for students.
- 2220 Technology Support Services
- 2250 School Library Services
- 2270 Instructional Staff Professional Development Services

2300 – Support Services - Administration

- Activities concerned with establishing and administering policy in connection with operating the District.
- 2310 Board Services Activities required to perform the duties of the Secretary of the Board Of Education and all members.
- 2330 Tax Collection Services,
- 2340 Staff Relations and Negotiations Services,
- 2350 Legal and Accounting Services,
- 2360 Office of the Superintendent (Also included are Assistant Superintendents)
- 2380 Office of the Principal Expenses from principals for their respected buildings.
- 2390 Other services which cannot be classified elsewhere in the 2300 series, we normally assign our expenses for bond refinancing to this function.

2400 – Pupil Health

- Physical and mental health services, which are not direct instruction. Included are activities that provide students with appropriate medical, dental, and nurse services.
- 2420 Medical Services
- 2430 Dental Services
- 2450 Nonpublic Health Services Services provided to Nonpublic schools for example Notre Dame.

• 2490 – Other Health Services – The District uses this function to track Access reimbursable expenditures.

2500 - Fiscal Services (Business Office)

- Those activities concerned with the fiscal operations of the District. This function includes budgeting, receiving, and disbursing, financial and property accounting, payroll, inventory control, internal auditing, and funds management.
- 2514 Payroll Services
- 2515 Financial Accounting Services

2600 – Operations and Maintenance of Plant Services (Facilities and Grounds)

- The activities concerned with keeping the physical plant open, comfortable, and safe for use, and keeping the grounds, buildings, and equipment in effective working condition and state of repair.
- 2620 Operation of Buildings Services (Custodial/Maintenance)
- 2630 Care and Upkeep of Grounds Services (Grounds)
- 2660 Safety and Security Services

2700 – Student Transportation Services

- Expenditures include those activities concerned with the transportation of students to and from school, as provided by State and Federal law. It includes transportation costs only for trips between home and school and from school to school.
- 2720 Vehicle Operation Services
- 2740 Vehicle Servicing and Maintenance Services
- 2750 Nonpublic Transportation

2800 - Support Services - Central Office

- 2830 Staff Services (Human Resources)
- 2834 Staff Development (Non-Instructional, Certified Staff Only)
- 2836 Staff Development (Non-Instructional, Non-certified Staff Only)
- 2840 Data Processing Services (Technology Services)
- 2850 State and Federal Agency Liaison Services (Title Pass Thru example IU20)

2900 – Other Support Services

• All other support services not classified elsewhere in the 2000 series. Also, could be used for pass-thru funds for IU payments.

V. ITEMS FOR DISCUSSION h. Property & Facilities Items i. Facilities Dept. request to create six (6) additional full-time Maintenance II Technician employees

#### Department of Facilities Request to Hire Six (6) Additional Full Time Maintenance II Employees

The Facilities Department is requesting permission to hire six additional Maintenance II employees.

We currently have eight Maintenance II employees and one Maintenance Supervisor.

Since 2008 the Facilities Department has lost five employees due to quitting, retirement, furloughs and termination. These vacancies have never been filled.

Two of the proposed employees would be hired to strictly concentrate on HVAC preventative maintenance and minor repairs.

Responsibilities included are but not limited to the following:

- a) Filter replacement and cleaning of : Unit Ventilators, Rooftops, Air Handlers, Hallway Cabinet Heater Blower Coils, and Ceiling Heaters.
- b) Inspection and replacement of fan belts located within HVAC equipment.
- c) Inspect and clean the condensate pans and drains within HVAC equipment.
- d) Grease and oil motors and bearings where applicable.
- e) Clean condensing coils on chillers during spring and summer.
- f) Maintain inventory of all HVAC filters and belts.
- g) Perform preventative maintenance on exhaust fans throughout the district: Including inspection
- ing some and replacement of belts. Grease and oil motors and pulleys.

Total District Units: 1,258 Total District Filters: 2,242 Total District Belts: 273

The district currently pays \$14,000 annually for filters.

The district currently changes the filters once per year. The hiring of additional Maintenance II employees would allow the number of filter changes and preventative maintenance to increase to three times per year, improving air quality and equipment efficiency.

Increasing the filter change from once a year to three times per year would raise the filter cost to \$42,000 per year.

The following is pricing that was received from Trane Building Services for proposed district wide (bi-annual) filter change and belt replacement.

Trane's proposal (2017 Pricing) for the above referenced service is \$120,600 for one year of service. The price is for labor only and *does not* include materials (filters and belts). The service agreement includes two filter changes per year.

The proposal from Trane (\$120,606) and the purchase of the filters supplied by the district (\$28,000) would cost the district \$148,606, annually.

Trane's service agreement = \$148,606 Vs. Two Full time District Maintenance II employees = \$ \$148,606 - = annual cost savings.

The second second set (two technicians) of the proposed Maintenance II positions would primarily focus on work orders and general maintenance duties. As of 09/26/2018 the facilities department has 893 open work orders in School Dude. In addition to the open work orders the department receives on average eight to ten "pick up work orders" per week.

We currently have two employees that work first shift (6:30am-3pm). One technician works primarily on HVAC issues and programming throughout the district. The other first shift employee's primary responsibilities are general maintenance, emergencies that are called in during the day and outside work orders such as scoreboards, site lighting, parking lot light timers, and various electrical and plumbing issues.

The third set (two technicians) of the proposed Maintenance II positions would hold the initial primary responsibility of pulling camera wire for future camera installation within the district buildings. These (2) individuals would work in conjunction with the I.T. department. At the completion of the district wide camera installation project these two employees would return to the Facilities Department as Maintenance II technicians fulfilling the task of completing work orders.

The department currently has six second shift employees. Two second shift employees report directly to the North Campus and handle the North Campus work orders and emergency situations. The remaining four second shift employees are responsible for all other work orders and emergencies that are assigned by the Maintenance Supervisor for the remaining district buildings.

The hiring of additional employees would allow the department to function more efficiently and complete more work orders. The department would also be able to focus the time and manpower needed to complete tasks that are being held off due to the current lack of manpower and time restraints. Such as preventative maintenance, exterior door checks, checking emergency lighting, exit lighting, and district wide roof inspections, etc.

Smaller projects can also be scheduled in-house with the district maintenance staff. Ex: Resica POD classroom wall addition, J.M.Hill stage demolition. Past projects such as these have been performed by outside contractors.

The pay rate for each additional Maintenance II employee, including second shift differential is \$17.40 per hour. This equals \$36,192 plus fringe benefits of \$30,133 for a total of \$66,325. Six employees @ \$ = \$ annually.

The Facilities Department also experiences occasional unforeseen and unscheduled tasks and assignments which detracts from the completion of outstanding work orders. A few examples are:

- For four (4) weeks during August and September of 2017 we experienced a major mold remediation project which resulted in our staff designating a majority of their time removing student lockers in preparation of cleaning and then re-installing the lockers upon completion of remediation.
- 2. Within the last two (2) years we have filled requests from our Athletics Department to build, paint and install picture and plaque frames for High Schools South. We have also had similar requests from the Music Department. These units are 4' x 8' and typically take one employee 8 hours to construct and install. During the past we have built seven (7) units within High School South. We are currently mirroring this project at H.S. North.
- 3. Emergency situations such as heat, air conditioning, issues concerning security of building entrance doors.
- 4. H.S.S./Lehman During September of last year (2017) we utilized two (2) employees at 8 hours per day for three (3) weeks to locate and repair air leaks within our pneumatic air lines in order to correct and maintain the air conditioning.
- 5. During June of 2018 approximately 60 man hours were spent at Smithfield Elementary School pulling camera wires for future camera installation.

Projects such as these listed above result in a reduction of work order completion. With additional staff members, these unforeseen projects would result in less of an impact on maintaining/completing our work order requests.

V. ITEMS FOR DISCUSSION h. Property & Facilities Items ii. Trane – Lehman/North HS ATC Upgrade Proposal - \$2,460,100.00

15.1 TACHMENT

TRANE BUILDING EVANTAGE

October 4, 2018

Mr. Scott Ihle East Stroudsburg Area School District Carl T Secor Administration Building 50 Vine Street East Stroudsburg, PA 18301

Project: ESASD NorthSite Intermediate/HS ATC Upgrade Project No: 2310397 U. S. Communities Contract No: 15-JLP-023 U. S. Communities Quote No: 31-543115-18-001

Thank you for the opportunity to provide the following proposal for the replacement of the existing pneumatic controls system with Trane DDC controls in the North High School and Lehman Intermediate School.

#### Project Overview

- 1. This proposal is based on replacing the existing control system as outlined by the JCI as-built control drawings.
- Removal of all existing JCI controllers and associated end devices. Devices within existing
  panels shall be demolished, we expect to re-use the existing enclosures for the new Trane
  controllers. In some cases, like for Tracer SC+ panels and Chiller/Boller control, new panels will
  have to go in. All controls and associated appurtenances shall be disposed of properly.
- The existing pneumatic ATC system is functioning poorly, the compressed air feeds ATC actuators through electric/pneumatic or electronic/pneumatic transducers. All pneumatic actuators and devices shall be demolished. New electric/electronic actuators shall be installed and wired.
- 4. Pneumatic tubing will be cut back and capped and/or removed, so as to present a neat and clean installation. Tubing from the walls or mains from the ceiling will not be demolished, but at existing controller locations making it evident that the pneumatics no longer function. Pneumatics within AHU's, UV's, etc. will be removed. The ATC compressor in the mechanical room shall remain and function for pneumatic tool, etc. usage.
- 5. Installation of new electric/electronic valves as outlined throughout this proposal.
- 6. The large valves in the main mechanical room shall be retrofitted with electric/electronic actuation, the valves are existing to remain.
- 7. Replacement of fuel oil system tank isolation solenoid valves.
- 8. New end devices (i.e. sensors, freeze-stat's, actuators) will be installed to replace old end devices.
- 9. Existing end device wiring is shall be reused as much as practical.
- 10. Installation of box covers wherever an existing junction box etc. is no longer used.
- 11. Trane will be re-using existing transformers and adding transformers as needed for additional capacity or if an existing transformer has failed.
- 12. The existing Trane chilled water pump controllers shall be upgraded to Trane "UC" DDC Controllers. A bridge shall be installed for communications to the existing chillers.
#### Project Narrative

#### **Building Automation System (BAS) Architecture**

The BAS will have a distributed architecture with local BACnet "UC" controllers at the unit level that communicate wirelessly to the system level Tracer SC+ controller(s). Tracer Ensemble Server software shall communicate to the Tracer SC+ panels and provide a single entry point to the campus.

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The system shall be accessed via web browser like Internet Explorer, Chrome, or Firefox and user/password.

All Air Handling Units (AHU's), Heat Exchange AHU's, Unit Vents, Variable Air Volume (VAV) boxes, and Water Systems shall have individual graphics. Each floor plan section of the building will be depicted graphically.

ESASD shall be required to provide Ethernet LAN network drops at Tracer SC+ panels and Microsoft SQL Server database.

#### **Building Automation System (BAS) Training**

Trane will provide training to District personnel on the use of Tracer Ensemble and Tracer SC+. Training will include system navigation, creating users, defining user access levels, changing setpoints, changing schedules, data logging, alarm logging, and troubleshooting. Training will be on-site where users can ask questions specific to this facility. Up to one week of onsite training will be provided.

Additionally, within the Trane MD/PA sales district we annually host a Tracer Ensemble Operations training course which is taught by a BAS instructor from Trane's BAS headquarters in St. Paul. Included is 2 seats in Tracer Ensemble Operations training, which is two and a half days of factory training in our Harrisburg, Wilkes-Barre, or Allentown offices (hotel, expenses, and transportation not included).

#### Hot Water Boiler System

Furnish and install DDC controls required to stage (3) boilers and control hot water pumps. Provide and install boiler inlet and outlet temperature sensors and system supply and return temperature sensors. 3-way valve for hot water loop temperature reset shall be retrofitted with electric/electronic actuation. Hot water pumps shall control to differential pressure from new differential pressure transducer. Furnish and install for combustion air control. Interface for boiler and pump alarms.

#### **Domestic Hot Water**

Furnish and install DDC controls required to control water heater and domestic water pumps. 3-way valves for loop temperature control shall be retrofitted with new electric/electronic actuation. Provide and install new temperature sensors.

#### Fuel Oil Pump Control/Monitor

Furnish and install DDC controls required to control two fuel oil pumps. Install (4) new tank isolation valves. Interface with existing to remain fuel tank level sensor. Interface to existing alarm panel for alarm annunciation.

#### **Chilled Hot Water System**

Furnish and install DDC controls required to stage (3) chillers and control chilled water pumps. DDC control for cooling tower and condenser water pumps. Isolation valves for chilled water and condenser water loop and cooling tower bypass valve shall be retrofitted with electric/electronic actuation. Chilled water bypass valve and flow meter shall be added to the system. Chilled water



pumps shall control to differential pressure from new differential pressure transducer. A new Trane Bridge shall be used to interface the communications of the existing Trane Chillers to the new DDC system.

#### Air Handling Units (Typical for 18)

Furnish and install DDC controls required to control AHU based on zone temperature or discharge air temperature depending on the application. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

Furnish and install electric/electronic actuators for associated outside air intake and relief dampers.

For those spaces that have duct reheat a new electric/electronic valve shall be installed.

#### Heat Exchanger Air Handling Units (Typical for 12)

Furnish and install DDC controls required to control AHU based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

#### Make Up Air Handling Units (Typical for 2)

Furnish and install DDC controls required to control AHU based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

#### Pool Unit

The existing JACE shall be repurposed to communicate from the existing Pool Unit Controller to the Tracer Ensemble system. Those devices that are pneumatically actuated shall be changed to electric/electronic actuation. Pool unit controller and end devices are existing to remain.

#### Unit Ventilator (Typical for 170)

Furnish and install DDC controls required to control UV based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.

Furnish and install electric/electronic actuators for associated remote outside air intake and relief dampers.

#### Variable Air Volume (VAV) Boxes w/Hot Water Reheat (Typical for 34)

Furnish and install DDC controls required to control VAV box based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Add new duct temperature sensors. Space temperature sensors shall communicate wirelessly to the controllers. VAV boxes shall be powered by the existing transformers.

#### Fan Coils (Typical for 7)

Furnish and install DDC controls required to control fan coil based on zone temperature. Furnish and install new water valves with electric/electronic actuation. Furnish and install electric/electronic damper actuators. Furnish and install new end devices. Space temperature sensors shall communicate wirelessly to the controllers.



#### Exhaust Fan (Typical for 102)

Furnish and install DDC controls required to control fan coil based on current sequence. Furnish and install electric/electronic damper actuators as applicable to those fans that have dampers associated. Furnish and install new end relays. For those fans controlled by a local switch, the switch is existing to remain. Any motor starters or speed control devices are existing to remain.

#### Relief Fan (Typical for 22)

Furnish and install DDC controls required to control fan coil based on current sequence. Furnish and install electric/electronic damper actuators. Furnish and install new relays. Any motor starters or speed control devices are existing to remain.

#### Hot Water Unit Heaters (Typical for 22)

Furnish and install local electric thermostat and aqua-stat for space temperature control. Furnish and install new water valve with electric/electronic actuation. Note: These units are not DDC and are not tied into the Tracer DDC system.

#### Cabinet Unit Heaters (Typical for 122)

Furnish and install local electric thermostat and aqua-stat for space temperature control. Furnish and install new water valve with electric/electronic actuation. Note: These units are not DDC and are not tied into the Tracer DDC system.

#### Walk-in Cooler/Freezer

Furnish and install new DDC temperature sensors.

#### **Exterior Lighting**

Furnish and install for 10 zones of DDC control. New ambient light level sensor

#### Miscellaneous DDC Interfaces

New elevator sump float switches (typical for 4).

#### **Cooling Tower Piping Modifications**

Currently, during normal operation, the tower overflows. The existing piping configuration will be modified to eliminate tower overflow and pump suction issues at startup.

#### Test & Balance

Balance water flows in the main mechanical room for all pumps. The existing flow control devices on the terminal equipment do not require recalibration. As part of this scope we will verify water flow rates at some of the terminal units throughout the building.

#### Project Services Included:

- Project Management
- Engineered control drawings
- Low voltage wire installation
- Project Performance Bond





**Clarifications:** 

- Wire method to be open (plenum-rated cable) in concealed, accessible locations (e.g. above drop ceilings) with conduit in mechanical/electrical rooms.
- All labor is based upon normal working hours Monday through Friday, 7:00am to 3:30pm, excluding holidays (unless otherwise noted).
- · Permits are not required per Steve McLaughlin at BIU

## **Total Investment**

## \$2,838,638

Sincerely,

John Linn Trane Comprehensive Solutions

Keith Dougherty Trane Building Automation

#### Exclusions:

- Access doors
- Replacement of fuel oil level sensors
- Thermostatic valves for convectors
- Refrigerant monitor repair or troubleshooting
- Any motor starters, motor starter control transformers, or disconnects
- Cutting, patching and painting
- Computer hardware for the front-end workstation
- Furnish or installation of duct smoke detectors, all are existing to remain
- Premium time
- Repair of existing HVAC equipment
- Temporary heating, cooling, ventilation

### This proposal is valid 30 days from October 4, 2018

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

	CUSTOMER ACCEPTANCE
	East Stroudsburg Area School District
	Authorized Representative
	Printed Name
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	Title

TERMS AND CONDITIONS – COMMERCIAL INSTALLATION "Company" shall mean Trane U.S. Inc..

1. Acceptance; Agreement. These terms and conditions are an intogral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the commercial goods and/or services described (the "Work"). COMPANY'S TERMS AND CONDITIONS ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT. The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions of objection to Customer's terms and as Company's counter-offer to provide Work in accordance with the Proposal and the Company terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's countor-offer will be deemed accepted. Customer's acceptance of the Work by Company will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any llability, other than Customer's obligation to pay for Work rendered by Company to the date of cancellation.

RANE BUILDING

dvantage

2. Pricing and Taxes. Unless otherwise noted, the price in the Proposal includes standard ground transportation and, if required by law, all sales, consumer, use and similar taxes legally enacted as of the date hereof for equipment and material installed by Company. Tax exemption is contingent upon Customer furnishing appropriate certificates evidencing Customer's tax exempt status. Company shall charge Customer additional costs for bonds agreed to be provided. Equipment sold on an uninstalled basis and any taxable tabor/labour do not include sales tax and taxos will be added. Following acceptance without addition of any other terms and condition of sale or any other modification by Customer, the prices stated are firm provided that notification of release for immediate production and shipment is received at the factory not later than 3 months from order receipt. If such release is received later than 3 months from order receipt date, prices will be increased a straight 1% (not compounded) for each one-month period (or part thereof) beyond the 3 month firm price period up to the date of receipt of such release. If such release is not received within 6 months after date of order receipt, the order will be cancelled. Any delay in shipment caused by Customer's actions will subject prices to Increase equal to the percentage Increase In list prices during that period of delay and Company may charge Customer with incurred storage fees.

3. Exclusions from Work. Company's obligation is limited to the Work as defined and does not include any modifications to the Work site under the Americans With Disabilities Act or any other law or building code(s). In no event shall Company be required to perform work Company reasonably believes is outside of the defined Work without a written change order signed by Customer and Company.

4. Performance. Company shall perform the Work in accordance with industry standards generally applicable in the area under similar circumstances as of the time Company performs the Work Company may refuse to perform any Work where working conditions could endanger property or put at risk the safety of persons. Unless otherwise agreed to by Customer and Company, at Customer's expense and before the Work begins, Customer will provide any necessary access platforms, catwalks to safely perform the Work in compliance with OSHA or state industrial safety regulations.

5. Payment. Customer shall pay Company's involces within net 30 days of involce date. Company may involce 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 ell 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 form its original installation point and shall not assign or transfer any interest in the equipment until all payments due Company have been made.

6. Time for Completion. Except to the extent otherwise expressly agreed in writing signed by an authorized representative of Company, all dates provided by Company or its 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.

7. Access. Company and its subcontractors shall be provided access to the Work site during regular business hours, or such other hours as may be requested by Company and acceptable to the Work site' owner or tenant for the performance of the Work, including sufficient areas for staging, mobilization, and storage. Company's access to correct any emergency condition shall not be restricted. Customer grants to Company the right to remotely connect (via phone modem, internet or other agreed upon means) to Customer's building automation system (BAS) and or HVAC equipment to view, extract, or otherwise collect and retain data from the BAS, HVAC equipment, or other building systems, and to diagnose and remotely make repairs at Customer's request.

8. Completion. Notwithstanding any other term or condition herein, when Company informs Customer that the Work has been completed, Customer shall inspect the Work in the presence of Company's representative, and Customer shall either (a) accept the Work in its entirety in writing, or (b) accept the Work in part and specifically identify, in writing, any exception items. Customer agrees to re-inspect any and all excepted items as soon as Company informs Customer that all such excepted items have been completed. The initial acceptance inspection shall take place within ten (10) days from the date when Company informs Customer that the Work has been completed. Any subsequent re-inspection of excepted items shall take place within five (5) days from the date when Company informs Customer that the 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 customer that the constitute complete acceptance of the Work as of ten (10) days from date when Company informs Customer that the Work, or the excepted items, if applicable, has/have been completed.



9. Permits and Governmental Fees. Company shall secure (with Customer's assistance) and pay for building and other permits and governmental fees, licenses, and inspections necessary for proper performance and completion of the Work which are legally required when bids from Company's subcontractors are received, negotilations thereon concluded, or the effective date of a relevant Change Order, whichever is later. Customer is responsible for necessary approvals, easements, assessments and charges for construction, use or occupancy of permanent structures or for permanent changes to existing facilities. If the cost of such permits, fees, licenses and inspections are not included in the Proposal, Company will invoice Customer for such costs.

10. Utilities During Construction, Customer shall provide without charge to Company all water, heat, and utilities required for performance of the Work.

11. Concealed or Unknown Conditions. In the performance of the Work, if Company encounters conditions at the Work site that are (I) subsurface or otherwise concealed physical conditions that differ materially from those indicated on drawings expressly incorporated herein or (ii) unknown physical conditions of an unusual nature that differ materially from those conditions ordinarily found to exist and generally recognized as inherent in construction activities of the type and character as the Work, Company shall notify Customer of such conditions promptly, prior to significantly disturbing same. If such conditions differ materially and cause an increase in Company's cost 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.

12. Pre-Existing Conditions. Company is not liable for any claims, damages, losses, or expenses, arising from or rolated 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 entitles that are not employed by or hired by Company.

13. Asbestos and Hazardous Materials. Company's Work and other services in connection with this Agreement expressly excludes any identification, abatement, cleanup, control, disposal, removal or other work connected with asbestos, polychlorinated biphenyl ("PCB"), or other hazardous materials (herolnafter, collectively, "Hazardous Materials"). Customer warrants and represents that, except as set forth in a writing signed by Company, there are of any 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 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 alfocted area and shall notify Customer. Customer will be exclusively responsible for taking any and all action nocessary 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 rosume performance of the Work in the affected area only in the absence of Hazardous Materials or when the affected area has been rendered harmless. In no event shall Company be obligated to transport or handle Hazardous Materials, provide any notices to any governmental agency, or examine the Work site for the presence of Hazardous Materials.

14. Force Majoure. Company's duty to perform under this Agreement is contingent upon the non-occurrence of an Event of Force Majoure. If Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majoure, this Agreement shall at Company's election (I) remain in offect 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 Majoure" shall mean any cause or event beyond the control of Company. Wilhout limiting the foregoing, "Event of Force Majoure" includes: acts of God; acts of terrorism, war or the public enemy; flocd; earthquake; tornado; storm; fire; civil disobedience; pandemic invalid), and action or non-action by or inability to obtain or keep in force the necessary governmental authorizations, permits, licenses, certificates or approvals if not caused by Company; and the requirements of any applicable government in any manner that diverts either the material or the finished product to the direct or indirect benefit of the government.

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

16. Indemnity. To the fullost 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.

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



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

19. Limited Warranty. Company warrants for a period of 12 months from the date of substantial completion ("Warranty Period") commercial equipment manufactured and Installed by Company against failure due to defects in material and manufacture and that the labor/labour furnished is warranted to have been properly performed (the "Limited Warranty"). 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 lherefor) 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 Trane; 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 pald for in full and then said liability shall be limited to the lesser of Company's cost to correct the defective Work and/or the purchase price of the equipment shown to be defective. Equipment, material and/or parts that are not manufactured by Company are not warranted by Company and have such warranties as may be extended by the respective manufacturer. THE WARRANTY AND LIABILITY SET FORTH IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND/OR OTHERS ARISING FROM COURSE OF DEALING OR TRADE, COMPANY MAKES NO REPRESENTATION OR WARRANTY EXPRESS OR IMPLIED REGARDING PREVENTION BY THE WORK, OR ANY COMPONENT THEREOF, OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES. COMPANY SPECIFICALLY DISCLAIMS ANY LIABILITY IF THE WORK OR ANY COMPONENT THEREOF IS USED TO PREVENT OR INHIBIT THE GROWTH OF SUCH MATERIALS. 20, Insurance. Company agrees to maintain the following 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

\$2,000,000 CSL

Automobile Liability

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.

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

22. General. Except as provided below, to the maximum extent provided by law, this Agreement is made and shall be interpreted and enforced in accordance with the laws of the state or province in which the Work is performed, without regard to choice of law principles which might otherwise call for the application of a different state's or province's law. Any dispute arising under or relating to this Agreement that is not disposed of by agreement shall be decided by litigation in a court of competent jurisdiction located in the state or province in which the 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 orlginal.

23. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 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 60-741; and 38 U.S.C. Section 4212 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 60-741; and 38 U.S.C. Section 4212 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 60-741; and 38 U.S.C. Section 4212 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 60-741; appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada. 24. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that all items or services ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular,



Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212- $5(\phi)(1)$ . 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: 52.219-6; 52.222-36; 52.222-36; 52.222-39; 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.

25. Limited Walver 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 itibal 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.

1-26.251-10(0315) Supersedes 1-26.251-10(0614)





## Preliminary NorthSite Project Schedule

### Process Phase

## **Date of Completion**

1.	Property & Facilities Review	September 6, 2018					
2.	Board Approval	October 15, 2018					
3.	. Proposal Processing November 20						
4.	Project Kick-off Meeting	November 2018					
5.	. Controls Engineering November – December 201						
6.	6. Controls Equipment Procurement January 201						
7	7. Site Mobilization February 201						
8.	8. Project Implementation - Initial February - April						
	<ul> <li>Wireless Testing</li> </ul>						
	Classroom Pre-work						
9.	9. Project Implementation – Occupied Areas June – August 2019						
10	0. Project Final Completion & Punch List	August – September 2019					
1	11. Project Closeout and Training September 2019						

9/26/2018

## ANTICIPATED DISCOUNT QUOTE

Customer:	
Trane Job Number / Job Name:	
Account Manager:	
Date of Quote:	

East Stroudsburg Area School District NorthSite Controls Replacement John Linn 10/4/2018

Expected Payment Date: Expected Ship/Install Date: 11/15/2018 *Various* 

PO Amount	\$	2,838,638.00	
Discount Rate		5.00%	
Days Between Payment and Sh Plus Net 30 Days Total Time Considered in the D	•	Sumr Sumi	30

 Discount Amount.....
 \$89,900.00

 Payment......
 \$2,460,100.00

(Tax is additional and is not included or eligible for a discount)

The discount period extends from receipt of payment to thirty days beyond shipment of equipment. In the event the equipment ships later than estimated, the discount will be recalculated increasing the discount proportionally. If the shipment occurs earlier, at Trane's discretion, you will be entitled to the full discount quoted. Adjustments to the discount are not made for ship date variances of five days or less. Tax, if applicable, will be due on net 30 day terms.

To ensure payment and discount are applied correctly, please notify your Financial Services Representative and Account Manager when payment is sent.

#### TRANE

Anna Balkonis Financial Services Analyst Email: anna.kortier@trane.com Phone: 608-787-4330 Fax: 608-787-3110



V. ITEMS FOR DISCUSSION h. Property & Facilities Items iii. North Campus Security Camera Proposal – IntegraOne - \$430,392.02 North Campus Cisco Meraki Camera Pricing

Item	Manufacturer	Part#	Equipment Description	Quantity	MSRP	SHI	TWG Security	PegaNet	En-Net Serv.	IntegraOne
Inside Camera	Cisco Meraki	MV12W-HW	Cisco Meraki Wide Angle MV12 Mini Dome HD Network Surveillance Cameras. Dome, coor (Day & Night), 4MP, 2688 X1520, 1080p, fixed focal, WiFi, Gbe, H.264, POE	258	\$257,742.00	\$183,079.38	\$154,671.00	\$142,772.04	\$128,685.24	\$119.097.96
Outside Camera Cisco Meraki	Cisco Meraki	MV71-HW	Cisco Meraki MV71 Network Surveillance Cameras. Dome, outdoor, vandal/weatherproof, color (Day & Night), 0.5MP, 1280 x 720, 720p, auto iris, vari-focal, LAN 10/100, H.264, PoE	26	\$145,403.00	\$86,054.52	\$72.701.50	\$67,109.45	\$60.487.26	\$55.980.64
Wall Mount	Cisco Meraki	MA-MNT-MV-1	MA-MNT-MV-1 Cisco Meraki Camera Dome Wall Mounting Arm for Cisco Meraki MV71	97	\$15,423.00	\$14,294.89	\$12.076.50	\$11.147.24	\$10.047.26	\$9.298.42
Software License Cisco Meraki	Cisco Meraki	LIC-MV-10YR	Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	355	\$255,600.00	\$378,185.05	\$319,500.00	\$294,923.35	\$265,824.00	\$246,015.00
TOTAL					\$674,168.00	\$661,613.84	\$558,949.00	\$515,952.08	\$465,043.76	\$430,392.02

and when we are with

Compiled by: Brian J. Borosh, October 3rd, 2018



# PROPOSAL

#### In Response to:

East Stroudsburg Area School District Meraki Security Cameras & Related Equipment North Campus (Rev. 1a) RFQ

Due: October 2nd, 2018 11:00am Submitted by: IntegraONE

#### Allentown, PA Headquarters

7248 Tilghman Street, Suite 120 Allentown, PA 18106 484-223-3480

#### Central, PA Office

1007 Mumma Road, Suite 100 Wormleysburg PA 17043 717-614-4330

## Cranberry Twsp, PA Office: 100 Northpointe Circle, Suite 201

Seven Fields PA 16046 724-553-5181

## Philadelphia, PA Metro Office: 1300 Virginaa Drive, Suite 305

Ft. Washington PA 19034 484-223-3480





## **APPENDIX** A



### NON-COLLUSION AFFIDAVIT

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

1. I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers, as the case may be.

2. This proposal was developed independently and submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other entity designed to limit independent bidding or competition.

The contents of this proposal have not been communicated by me or by any employees or agents of my firm to any person not an employee or agent of this firm and I/we will not communicate any information concerning this proposal to any such person prior to the official opening of the RFP.
 No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this project or to submit a price higher than this price, or to submit an intentionally high or noncompetitive price.
 My firm, its affiliates, subsidiaries, officers, directors, employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

6. I acknowledge that the above representations are material and important, and will be relied upon by the East Stroudsburg Area School District when recommending an award for the services for which this proposal is submitted.

IntegraONE

Firm Name

October 1st, 2018

Date

Ashley Miller Account Manager

Name and Title (Printed) Signature



## **APPENDIX B**



## <u>Cisco Meraki Cameras & Mounts \*All Pricing per the Costars contract # 003-085\*</u>

DAT	A PROVIDED BY D		DATA PROVIDED BY VENDOR		
Equipment Description	Manufacturer	Part #	Estimated Quantity	Unit Cost	Extended Cost
Cisco Meraki Wide Angle MV12 Mini Dome HD Network Surveillance Cameras. Dome, color (Day & Night), 4MP, 2688x1520, 1090p, fixed focal, WiFi Gbe, H.264, PoE	Cisco Meraki	MV12W-HW	Two hundred Fifty Eight (258)	\$461.62	\$119,097.96
Cisco Meraki MV71 Network Surveillance Cameras. Dome, outdoor, vandal/weatherproof, color (Day & Night), 0.5MP, 1280x720, 720p, auto iris, vari- focal, LAN 10/100, H.264, PoE	Cisco Meraki	MV71-HW	Ninety Seven (97)	\$577.12	\$55,980.64
Cisco Meraki Camera Dome Wall mounting Arm for Cisco Meraki MV71	Cisco Meraki	MA-MNT-MV-1	Ninety seven (97)	\$95.86	\$9,298.42
Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	Cisco Meraki	LIC-MV-10YR	Three hundred Fifty Five (355)	\$693	\$246,015
TOTALS				\$1,827.60	\$430,392.02

V. ITEMS FOR DISCUSSION h. Property & Facilities Items iv. JM Hill Playground Replacement – BYO Recreation CoStars#520256 -\$29,536.48



Beyond Your Ordinary

## PROPOSAL

Proposal #:	
Sales Person:	
Date Greated:	
Date Modified:	

84763
Anne Fix
09/28/2018
10/02/2018

1

## Bill To:

J M Hill Elementary School 50 Vine Street East Stroudsburg, PA 18301

## Ship To:

J M Hill Elementary School 151 East Broad Street East Stroudsburg, PA 18301

Qty	Product	All and a second sec	Price	Discount	Total
1		Magic Dragon 5120-PP-BOS The Magic Dragon structure is an exciting playground that offers a fun, challenging play experience for kids ages 2-12! Available in Natural Colors Only	\$24,825.00	\$9,841.00	\$14,984.00
		Sliding Activities (2): Triple Slide Curved Super Sonic Slide Climbing Activities (3):			
		Arch Climber Apex Climber Vertical Ladder Sensory & Dramatic Play (4): Drum Line Panel			
		Crawl Thru Panel Play Wheel Single Seat Magic Dragon features:			
		<ul> <li>Commercial grade components specifically engineered to resist corrosion, fading and mildew.</li> <li>Designed in compliance with public playground safety standards (ASTM &amp; CPSC).</li> <li>Meets ADA guidelines and allow inclusive play for all children.</li> </ul>			
Natur	al Colors.				
1	Co-Stars Disco CUSTOM-DISC 3% Co-Stars D		\$-449.52	\$0.00	\$-449.52
1		Installation Installation Certified installation by professional playground installers. Price includes coordinating deliveries and unloading large	\$10,357.00	\$0.00	\$10,357.00
	405 Golfway W	lest Drive - Sulte 302 - St. Augustine, FL 32095 - Phone: 800-853-5316 - Fax, 9	04-808-8529 • ww	w.byoplayground.	com

Prop	osal Number: 84763		Pag	e: 2 of 3
	equipment at the delivery address listed on this proposal / purchase order.			
	<ul> <li>Includes coordinating deliveries and unloading equipment at job site</li> <li>This price does not include uninstalling existing equipment or other demolition (see below)</li> <li>This price does not include site preparation; the site must be level, accessible, and free of underground obstacles; additional charges apply for any installation not on grass, sand or finish grade fill dirt</li> <li>This price excludes core drilling or cutting concrete or asphalt</li> <li>The customer is responsible for marking all underground utilities (NPC will call for public utility marking)</li> <li>The price on this line item specifically excludes permitting fees; permitting is the responsibility of the customer (not required for your project)</li> <li>The price on this line item excludes site security during installation and curing period</li> </ul>			
Insta	llation for BYO Quote #84763		I	
- Mag	installation quote covers the following items: gic Dragon (5120-PP) udes Prevailing Wage**			
1	<ul> <li>Demolition</li> <li>Demolition</li> <li>Disassembly and demolition of existing structures, border timbers, safety surfacing, site fixtures, etc. as necessary to install new materials.</li> <li>Unless otherwise stated, removal of footings, support columns, beams, posts, etc. is limited to the extent necessary to allow for proper installation of safety surfacing</li> <li>All sand, concrete, gravel or other structural components may not be completely removed</li> <li>All demolition to be removed to customer supplied dumpster or waste facility within 250 feet of the construction area</li> <li>This price specifically excludes removal of lead, asbestos or other hazardous materials; customer is responsible for all hazardous materials testing</li> </ul>	\$3,250.00	\$0.00	\$3,250.00
Demo	o of 2 structures includes disposal of the demoed playground structures along wi	ith disposal of	all packing ma	terials.
**Incl	udes Prevailing Wage**			
POC:	Michelle Arnold,+15704248073,e-mail: michelle-arnold@esasd.net			

405 Golfway West Drive - Suite 302 - St. Augustine, FL 32095 Phone: 800-853-5316 - Fax: 904-808-8529 - www.byoplayground.com

A Destantion of the	Contract of the local division of the local	The local division of	and the second se	
		umber: 8		
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10.000		and the second se	the state of the s	the first

Sub Total:	\$28,141.48
Sales Tax:	\$0.00
Shipping:	\$1,395.00
Total:	\$29,536.48

Thank you for the opportunity to quote your playground project.

Prices are valid for 30 days. We accept Visa, Mastercard, Discover, personal & business checks and purchase orders from government entities. All items must be paid for in advance of order.

To accept this proposal, sign, date and return: _		
Full Company name (with entity):		
Printed name:	Title:	Date:

405 Golfway West Drive + Suite 302 - St-Augustine, FL 32095- Rhone: 800-853-5316 - Fax: 904-808-8529 - www.byoplayground.com







Call to Save on Safe Play!

## Magic Dragon - Blowout Sale Model #: 5120-PP-BOS

Home > <u>Playground Structures</u> > <u>Blowout Structures</u> > Magic Dragon - Blowout Sale







Roll over image to zoom in

## PRODUCT DESCRIPTION

The Magic Dragon structure is an exciting playground that offers a fun, challenging play experience for kids ages 2-12!

.....

#### Available in Natural Colors Only

#### Sliding Activities (2):

Triple Slide Curved Super Sonic Slide

#### **Climbing Activities (3):**

Arch Climber Apex Climber Vertical Ladder

#### Sensory & Dramatic Play (4):

Drum Line Panel Crawl Thru Panel Play Wheel Single Seat

#### Magic Dragon features:

- Commercial grade components specifically engineered to resist corrosion, fading and mildew.
- Designed In compliance with public playground safety standards (ASTM & CPSC).
- Meets ADA guidelines and allow inclusive play for all children.

#### \$14,984 **524,825**

#### SPECS

Age Group 2 to 12 https://www.syspingground.com/producto/magio-dragon-biowedt-balo.nem





## V. ITEMS FOR DISCUSSION h. Property & Facilities Items v. Payment of D'Huy Engineering

1. Invoice #48178 - \$865.00 - Concrete Replacement at J.M. Hill

## ATTACHMENT VL.C.1



### INVOICE

No. 48178 08/31/2018

#### East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Mr. Jeffrey Bader

## Concrete Replacement at JM Hill E.S.

287009

For Services Rendered From July 28, 2018 To August 31, 2018

00 - Basic Services

Contract Amount Previously Billed % Complete Invoice Amount

\$8,650.00 \$7,352.50 95.00 \$865.00

INVOICE TOTAL \$865.00

Prior Billing Informati			

Invoice	and the second	0 - 30	31 - 60	61-90	Over 90	Balance
47602	4/30/2018	\$0,00	\$0.00	\$0.00	\$1,730.00	\$1,730.00
48016	7/31/2018	\$432.50	\$0.00	\$0.00	\$0.00	\$432,50
Total Prior Billing		\$432,50	\$0.00	\$0.00	\$1,730.00	\$2,162.50

V. ITEMS FOR DISCUSSION h. Property & Facilities Items v. Payment of D'Huy Engineering

2. Invoice #48179 - \$9,770.33 - H.S. North/Lehman Roof Investigation



INVOICE

No, 48179 08/31/2018

#### East Stroudsburg Area School District

50 Vine Street East Stroudsburg, PA 18301 Mr. Jeffrey Bader

**Total Prior Billing** 

•

## **High School North Roof Replacement**

287010

For Services Rendered From July 28, 2018 To August 31, 2018

01 - High School North //Lehman I.S. Roof Investigation

Con	tract Amount	Previously Billed	% Complete Inv	volce Amount
	\$35,900.00	\$8,179.67	50,00	\$9,770.33

\$0.00

## INVOICE TOTAL \$9,770.33

\$0.00

\$0.00

Prior Billing In	formation					
Invoice	-	0 - 30	31 - 60	61-90	Over 90	Balance
48017	7/31/2018	\$8,179.67	\$0.00	\$0.00	\$0,00	\$8,179.67

\$8,179.67

Page 1 of 1
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\$8,179.67