

June Meeting
Monday, June 13, 2022 7:00 PM

Media Center, Amherst School
100 North Sycamore
Amherst, NE 68812-0008

Agenda

1. Call meeting to order
 - 1.1. Pledge of Allegiance
2. Notice of adherence to the Open Meeting Law
3. Roll Call
 - 3.1. Excuse absent Board members
4. Approval of Minutes, Claims and Reports
 - 4.1. Review previous meeting minutes
 - 4.2. Review financial reports and monthly claims
 - 4.3. Board Action on consolidated motion for approving Minutes, Claims and Financial Reports
5. Reports and communications from patrons or staff
6. Reports and communications from board members.
7. Principal's Report
8. Superintendent's Report
 - 8.1. 22-23 Budget
 - 8.2. Building Update
9. Old Business
 - 9.1. second reading on amended Board Policy 626 Staff Resignation
10. New Business
 - 10.1. Approve purchase of HVAC Units from Trane for \$281,500
 - 10.2. Superintendent's second evaluation year one
11. Miscellaneous or non-action items
12. Executive Session
13. Adjourn

May Board Meeting
Media Center, Amherst School
Monday, May 9, 2022 7:00 PM

Terry Abbott: Present
Les Adelung: Present
Jess Day: Present
Ryan Fisher: Present
Karen Harmony: Present
Casey Mitchell: Present

Visitors present: Mr. Matt Gordon, Mr. Roger Thomsen, Nathan Dietz, Josh Hughes, Riley Sheets, Morgan Ourada, Chad and Codi and Claire Kreutzer, Payton and Brooke Cast

Motion to approve minutes claims and financial reports. This motion, made by Ryan Fisher and seconded by Jess Day, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve COOP contract with Kearney Catholic High School for the 22-23 and 23-24 school years. This motion, made by Ryan Fisher and seconded by Jess Day, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the renewal of presented teacher contracts for the 2022-23 school year. This motion, made by Karen Harmony and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve GMP for 13,100,000. This motion, made by Les Adelung and seconded by Ryan Fisher, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve the Policy Committee review of the 100s with changes made to update administration. This motion, made by Terry Abbott and seconded by Casey Mitchell, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve opening of a Money market account at Heartland Bank for the purposes of construction payments. This motion, made by Ryan Fisher and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to transfer \$10,000 from General to Activities fund. This motion, made by Les Adelung and seconded by Terry Abbott, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to approve entering into a contract with Dawson Public power to move the main electrical line and install a new transformer. This motion, made by Ryan Fisher and seconded by Casey Mitchell, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

Motion to adjourn at 8:13 pm. This motion, made by Casey Mitchell and seconded by Les Adelung, Passed.

Terry Abbott: Yea, Les Adelung: Yea, Jess Day: Yea, Ryan Fisher: Yea, Karen Harmony: Yea, Casey Mitchell: Yea

President Adelung began the Regular Board Meeting in the Media Center at 7:00 PM. President Adelung made known the location of the "Open Meetings Law" poster, which is hanging on the Media Center's wall. Superintendent Gordon and the Board congratulated the E-Sports team on a great year and recognized them for placing 2nd in StarCraft II, and the Smite team for placing third at State. The first reading on amended Board Policy 626, Staff Resignation, took place.

FINANCIAL REPORT For May 31, 2022

Fund	Bank	Interest	Co. Treas	NSDLAF	Int.	TOTAL	Mo. Intr.	Balances
	05/31/22		04/30/22	05/31/22		05/31/22		05/31/21
General	2,700,777.95	727.38	710,616.34	767.14	0.01	2,701,545.09	727.39	1,875,836.96
CD								1,000,000.00
Lunch	44,269.04	1.77				44,269.04	1.77	30,107.66
Petty Cash	1,365.70					1,365.70		3,665.69
Activity	205,728.33	16.29				205,728.33	16.29	186,193.55
Retirement	41,995.02					41,995.02		42,457.70
Spe. Bld.	1,886,066.21	1,150.49	144,447.16	234.98	0.00	1,886,301.19	1,150.49	889,589.10
CD								500,000.00
Handicp	1,107.77	0.28		502.97	0.01	1,610.74	0.29	1,104.49
Deprec.	598,675.94	157.43		438.56	0.00	599,114.50	157.43	596,868.04
Unemployment	9,049.48			2,221.80	0.02	11,271.28	0.02	9,049.48
Caf. Plan	7,522.02					7,522.02	0.00	7,536.80
Bond	109,691.58	33.65	77.75	349.95	349.95	110,041.53	33.65	75,562.03
Construction	9,109,148.40	1,310.03		-	0	9,109,148.40		-
TOTAL	\$ 5,606,249.04	2,087.29	855,141.25	4,515.40	349.99	\$ 5,610,764.44	2,087.33	\$ 5,217,971.50

interest .35% General fund, Bond Fund, Special Building, and Depreciation Funds
interest .1% on all other accounts

	Budgeted	Spent to Date	Under budget
General Fund	\$ 5,100,000.00	\$ 3,518,563	6.01%
Lunch Fund	\$ 380,000.00	\$ 236,706	12.71%

21-22 General Fund Project expence	\$ 658,407.91
Total Project Spending	\$ 739,957.91

Consolidated Check Listing

Arranged by:
Check Number

Direct Dep.	Check	Check Date	Payable To	Amount
01 - GENERAL FUND				
	00034191	06/12/2022	2nd Chance Body Shop and Sales	205.00
	00034192	06/12/2022	Activity Account	310.50
	00034193	06/12/2022	Am. Family Life Assurance Co	1,585.96
	00034194	06/12/2022	AFLAC	67.39
	00034195	06/12/2022	Country Partners Cooperative	3,960.42
	00034196	06/12/2022	Amherst Post Office	360.00
	00034197	06/12/2022	Arnold Motor Supply	47.44
	00034198	06/12/2022	DAS State Accounting - Central Finance	259.49
	00034199	06/12/2022	ASK Supply Co.	15,817.90
	00034200	06/12/2022	Assured Fire Protection	170.00
	00034201	06/12/2022	Awards Unlimited Inc	495.00
	00034202	06/12/2022	Axmann Heating & Air Conditioning	1,195.71
	00034203	06/12/2022	Heartland Bank	15.00
	00034204	06/12/2022	Blue Cross-Blue Shield	50,315.71
	00034205	06/12/2022	City Of Kearney	230.43
	00034206	06/12/2022	Construction Rental Inc	216.13
	00034207	06/12/2022	Culligan of Kearney	138.00
	00034208	06/12/2022	Cummins Sales and Service	494.26
	00034209	06/12/2022	Dawson Co Pub Power	7,516.63
	00034210	06/12/2022	Ecolab Pest Elimination	73.42
	00034211	06/12/2022	Egan Supply Co	23.55
	00034212	06/12/2022	ESU 10	21,031.80
	00034213	06/12/2022	First Bankcard	1,987.02
	00034214	06/12/2022	Follett School Solutions	2,011.25
	00034215	06/12/2022	Frontier	452.26
	00034216	06/12/2022	Heartland Bank	43,647.30
	00034217	06/12/2022	HireRight Solutions, Inc	250.00
	00034218	06/12/2022	Hometown Leasing	492.30
	00034219	06/12/2022	Horace Mann	24.66
	00034220	06/12/2022	Horace Mann	25.00
	00034221	06/12/2022	Island Supply Welding Co	19.52
	00034222	06/12/2022	Journey.Ed.com, Inc.	39.00
	00034223	06/12/2022	LandMark Implement, Inc	28.24
	00034224	06/12/2022	Liberty National Life Ins. Co	245.06
	00034225	06/12/2022	Matheson-Linweld Tri-Gas Inc	259.71
	00034226	06/12/2022	Menards - Kearney	775.82
	00034227	06/12/2022	Midwest Floor Specialists	2,544.90
	00034228	06/12/2022	Midwest Technology Products	12.69
	00034229	06/12/2022	Miscellaneous Cash Account	566.83
	00034230	06/12/2022	T&T Mobile Washing	390.00
	00034231	06/12/2022	Morris Press & Office Supplies, Inc.	358.47

Consolidated Check Listing

Direct Dep.	Check	Check Date	Payable To	Amount
	00034232	06/12/2022	NCS Pearson, Inc	29.92
	00034233	06/12/2022	Nebraska Safety & Fire Equip	825.00
	00034234	06/12/2022	Paper 101	4,496.07
	00034235	06/12/2022	Parco Scientific Company	12.20
	00034236	06/12/2022	Platinum Awards & Gifts	221.00
	00034237	06/12/2022	Principal Life	761.46
	00034238	06/12/2022	P/W Rentals	3,100.00
	00034239	06/12/2022	Ravenna Sanitation	483.38
	00034240	06/12/2022	Renaissance Learning, Inc	3,636.50
	00034241	06/12/2022	Retirement	38,492.38
	00034242	06/12/2022	Heartland Bank	6,097.27
	00034243	06/12/2022	S&S Worldwide, Inc	154.00
	00034244	06/12/2022	School Health Corporation	681.53
	00034245	06/12/2022	School Mate	627.75
	00034246	06/12/2022	Black Hills Energy	17,797.94
	00034247	06/12/2022	Spracklin Chiropractic	90.00
	00034248	06/12/2022	State Fire Marshal Office	120.00
	00034249	06/12/2022	Heartland Bank	4,699.16
	00034250	06/12/2022	Todd's Auto Repair	70.79
	00034251	06/12/2022	Verizon Wireless	49.95
	00034252	06/12/2022	Village Of Amherst Water Dept	879.45
	00034253	06/12/2022	Yandas Music	74.50
	00034254	06/12/2022	Zeliff Control Systems	950.45
			01 - GENERAL FUND Totals:	243,010.47
06 - LUNCH FUND				
	00004438	06/12/2022	Activity Account	80.20
	00004439	06/12/2022	Cash-wa Dist Co	6,934.37
	00004440	06/12/2022	Heartland Bank	1,092.87
	00004441	06/12/2022	Miscellaneous Cash Account	1,071.84
	00004442	06/12/2022	Retirement	1,198.41
	00004443	06/12/2022	Heartland Bank	116.75
	00004444	06/12/2022	Tom Storrs	93.00
	00004445	06/12/2022	The Thompson Co - US FOODS	1,790.28
	00004446	06/12/2022	Genny White	66.05
			06 - LUNCH FUND Totals:	12,443.77
07 - Bond Fund				
	00061522	06/12/2022	BOKF, NA	99,125.00
			07 - Bond Fund Totals:	99,125.00
			Report Total:	354,579.24

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
Average 10 Smaller		346.14	5,327,644.20	15,405.51
10-0009-000	ELM CREEK PUBLIC SCHOOLS	331.20	4,676,784.00	14,120.64
54-0096-000	CROFTON COMMUNITY SCHOOLS	334.15	5,326,922.00	15,941.49
33-0540-000	SOUTHERN VALLEY SCHOOLS	339.93	6,769,169.00	19,913.52
72-0015-000	CROSS COUNTY COMMUNITY SCHOOLS	341.17	5,293,544.00	15,515.68
02-0009-000	NELIGH-OAKDALE SCHOOLS	342.36	5,249,818.00	15,334.37
84-0003-000	STANTON COMMUNITY SCHOOLS	351.29	5,625,323.00	16,013.29
42-0002-000	ALMA PUBLIC SCHOOLS	352.56	4,528,610.00	12,845.05
79-0011-000	MORRILL PUBLIC SCHOOLS	353.42	5,093,119.00	14,410.83
10-0069-000	RAVENNA PUBLIC SCHOOLS	356.43	5,754,054.00	16,143.68
34-0001-000	SOUTHERN SCHOOL DISTRICT 1	358.92	4,959,099.00	13,816.58
10-0119-000	AMHERST PUBLIC SCHOOLS	368.48	4,048,579.00	10,987.16
53-0001-000	KIMBALL PUBLIC SCHOOLS	369.77	5,526,228.00	14,944.87
14-0008-000	HARTINGTON NEWCASTLE PUBLIC SCHOO	371.64	5,799,769.00	15,605.78
65-0011-000	SUPERIOR PUBLIC SCHOOLS	372.34	5,905,192.00	15,859.63
07-0010-000	HEMINGFORD PUBLIC SCHOOLS	373.28	6,416,995.00	17,190.87
11-0014-000	OAKLAND CRAIG PUBLIC SCHOOLS	374.65	5,181,065.00	13,829.26
72-0032-000	SHELBY - RISING CITY PUBLIC SCHOOLS	378.02	5,826,089.00	15,412.12
02-0115-000	SUMMERLAND PUBLIC SCHOOLS	379.95	7,127,121.00	18,758.00
85-0070-000	THAYER CENTRAL COMMUNITY SCHS	384.20	5,956,582.00	15,503.90
87-0001-000	PENDER PUBLIC SCHOOLS	384.51	5,084,244.00	13,222.51
09-0010-000	AINSWORTH COMMUNITY SCHOOLS	389.22	6,942,091.00	17,836.12
Average 10 Bigger		377.76	5,976,537.60	15,816.31
STATEWIDE:		310,960.86	3,346,003,491.00	10,760.21

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2022/23 STATE AID CERTIFICATION

AMHERST PUBLIC SCHOOLS (10-0119-000)

FORMULA STUDENTS CALCULATION

(Fall Membership	x	ADM/FM Ratio)	+	Contracted Out	=	Formula Students
(365	x	0.9942881277)	+	0	=	362.92
KDG Adjustment		(0 students	x .5)		times ADM Factor	=	0.00
Early Childhood (002)		(19 students	x 504.0 hours / 1,032 hours	x .6)		=	5.57
<i>Total Formula Students</i>							368.48

FORMULA NEEDS CALCULATION

Basic Funding	5,555,529.00
Poverty Allowance	50,496.00
Limited English Proficiency Allowance	0.00
Focus School & Program Allowance	0.00
Summer School Allowance	0.00
Special Receipts Allowance	216,433.00
Transportation Allowance	136,640.00
Elementary Site Allowance	0.00
Distance Education & Telecommunications Allowance	12,955.00
Averaging Adjustment	0.00
New School Adjustment	0.00
Student Growth Adjustment	0.00
Community Achievement Plan Adjustment	0.00
Limited English Proficiency Allowance Correction	0.00
Student Growth Adjustment Correction	0.00
Poverty Allowance Correction	0.00
Non Qualified LEP Adjustment	0.00
Total Calculated Formula Needs	5,972,053.00
Formula Needs Stabilization	0.00
Total Formula Needs	5,972,053.00

FORMULA RESOURCES CALCULATION

Yield From Local Effort Rate	348,512,530 / 100 x 1.0000000000	3,485,125.00
Net Option Funding		1,530,015.00
Allocated Income Tax Funds		27,226.00
Other Actual Receipts		513,772.00
Community Achievement Plan Aid		0.00
Total Formula Resources		5,556,138.00

Some numbers may be rounded for presentation. For further information, see the "Tax Equity and Educational Opportunities Support Act" document available on the FOS/State Aid website. For questions, contact (402) 450-1418 or (402) 471-4320.

NEBRASKA DEPARTMENT OF EDUCATION
SCHOOL FINANCE & ORGANIZATION SERVICES
2022/23 STATE AID CERTIFICATION

AMHERST PUBLIC SCHOOLS (10-0119-000)

STATE AID CALCULATION

Equalization Aid	415,915.00
Net Option Funding	1,530,015.00
Allocated Income Tax Funds	27,226.00
Community Achievement Plan Aid	0.00
Total State Aid Calculated	1,973,156.00
Prior Year (2022/23) State Aid Correction	3,981.00
Total State Aid	1,977,137.00
Carryover Adjustment from years prior to 2022/23	0.00

2022/23 FORMULA STUDENTS IN ASCENDING ORDER

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
60-0090-000	MC PHERSON COUNTY SCHOOLS	57.88	1,893,200.00	32,709.29
58-0025-000	LOUP COUNTY PUBLIC SCHOOLS	63.04	2,102,098.00	33,346.34
52-0100-000	KEYA PAHA COUNTY SCHOOLS	86.32	2,199,582.00	25,480.75
05-0071-000	SANDHILLS PUBLIC SCHOOLS	89.60	2,527,536.00	28,208.38
83-0500-000	SIOUX COUNTY PUBLIC SCHOOLS	95.17	3,017,748.00	31,707.77
92-0045-000	WHEELER CENTRAL SCHOOLS	95.24	2,871,290.00	30,146.52
82-0015-000	LITCHFIELD PUBLIC SCHOOLS	105.59	2,455,585.00	23,256.28
47-0103-000	ELBA PUBLIC SCHOOLS	112.57	2,360,520.00	20,968.89
03-0500-000	ARTHUR COUNTY SCHOOLS	116.99	2,439,045.00	20,848.30
88-0021-000	ARCADIA PUBLIC SCHOOLS	118.28	2,473,473.00	20,911.79
86-0001-000	THEDFORD PUBLIC SCHOOLS	119.54	2,625,180.00	21,961.57
43-0079-000	HAYES CENTER PUBLIC SCHOOLS	124.39	2,605,636.00	20,947.49
45-0137-000	CHAMBERS PUBLIC SCHOOLS	130.45	2,285,164.00	17,517.45
54-0583-000	VERDIGRE PUBLIC SCHOOLS	133.56	2,455,476.00	18,385.31
30-0054-000	SHICKLEY PUBLIC SCHOOLS	137.36	3,339,123.00	24,309.07
04-0001-000	BANNER COUNTY PUBLIC SCHOOLS	137.80	3,221,948.00	23,381.94
26-0070-000	ALLEN CONSOLIDATED SCHOOLS	140.55	3,322,771.00	23,640.61
30-0001-000	EXETER-MILLIGAN PUBLIC SCHOOLS	146.98	4,026,777.00	27,396.64
17-0003-000	LEYTON PUBLIC SCHOOLS	146.99	3,662,225.00	24,915.27
79-0002-000	MINATARE PUBLIC SCHOOLS	147.67	3,172,714.00	21,484.76
38-0011-000	HYANNIS AREA SCHOOLS	148.37	2,610,171.00	17,592.33
16-0030-000	CODY-KILGORE PUBLIC SCHS	155.46	2,875,476.00	18,497.07
21-0084-000	SARGENT PUBLIC SCHOOLS	156.48	2,752,103.00	17,587.20
17-0009-000	POTTER-DIX PUBLIC SCHOOLS	156.89	3,407,924.00	21,722.39
67-0069-000	LEWISTON CONSOLIDATED SCHOOLS	158.36	3,184,637.00	20,109.76
23-0071-000	CRAWFORD PUBLIC SCHOOLS	161.71	3,344,856.00	20,684.70
85-2001-000	BRUNING-DAVENPORT UNIFIED SYS	165.05	4,294,606.00	26,019.95
59-0013-000	NEWMAN GROVE PUBLIC SCHOOLS	165.59	2,685,706.00	16,218.56
45-0044-000	STUART PUBLIC SCHOOLS	168.62	2,921,701.00	17,326.81
54-0501-000	NIOBRARA PUBLIC SCHOOLS	169.89	3,534,404.00	20,803.95
02-0018-000	ELGIN PUBLIC SCHOOLS	171.57	3,097,157.00	18,051.85
41-0091-000	HAMPTON PUBLIC SCHOOL	171.96	2,958,237.00	17,203.50
21-0089-000	ARNOLD PUBLIC SCHOOLS	171.99	2,690,527.00	15,643.56
46-0001-000	MULLEN PUBLIC SCHOOLS	172.39	3,103,439.00	18,002.31
32-0046-000	MAYWOOD PUBLIC SCHOOLS	172.43	2,956,153.00	17,144.32

2022/23 FORMULA STUDENTS IN ASCENDING ORDER

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
56-0565-000	WALLACE PUBLIC SCH DIST 65 R	172.71	3,667,211.00	21,232.93
21-0180-000	CALLAWAY PUBLIC SCHOOLS	173.63	3,366,870.00	19,391.36
21-0044-000	ANSLEY PUBLIC SCHOOLS	173.95	3,031,488.00	17,427.22
56-0006-000	BRADY PUBLIC SCHOOLS	173.96	3,245,455.00	18,656.76
06-0017-000	ST EDWARD PUBLIC SCHOOLS	174.16	2,990,621.00	17,171.24
57-0501-000	STAPLETON PUBLIC SCHOOLS	174.29	2,849,340.00	16,348.47
32-0095-000	EUSTIS-FARNAM PUBLIC SCHOOLS	174.51	3,077,805.00	17,637.13
70-0542-000	OSMOND COMMUNITY SCHOOLS	174.92	3,212,639.00	18,366.05
27-0062-000	SCRIBNER-SNYDER COMMUNITY SCHS	176.09	3,383,444.00	19,214.42
25-0025-000	CREEK VALLEY SCHOOLS	178.37	3,514,335.00	19,702.52
14-0101-000	WYNOT PUBLIC SCHOOLS	180.10	2,937,426.00	16,310.18
51-0006-000	PAXTON CONSOLIDATED SCHOOLS	184.42	3,340,385.00	18,112.54
81-0003-000	HAY SPRINGS PUBLIC SCHOOLS	186.12	2,897,409.00	15,567.38
37-0030-000	ELWOOD PUBLIC SCHOOLS	198.30	3,329,345.00	16,789.51
49-0033-000	STERLING PUBLIC SCHOOLS	199.75	3,040,012.00	15,218.81
32-0125-000	MEDICINE VALLEY PUBLIC SCHOOLS	201.80	3,213,528.00	15,924.01
48-0303-000	MERIDIAN PUBLIC SCHOOLS	202.15	3,421,888.00	16,927.27
24-0101-000	SUMNER-EDDYVILLE-MILLER SCHS	209.80	3,792,927.00	18,078.92
72-0019-000	OSCEOLA PUBLIC SCHOOLS	211.10	4,152,253.00	19,669.82
50-0001-000	WILCOX-HILDRETH PUBLIC SCHOOLS	211.44	4,426,766.00	20,936.59
35-0001-000	GARDEN COUNTY SCHOOLS	214.00	3,777,223.00	17,650.89
76-0044-000	DORCHESTER PUBLIC SCHOOL	215.53	3,233,522.00	15,002.92
19-0058-000	CLARKSON PUBLIC SCHOOLS	215.55	3,313,880.00	15,373.80
41-0002-000	GILTNER PUBLIC SCHOOLS	215.57	3,399,037.00	15,767.47
75-0100-000	ROCK COUNTY PUBLIC SCHOOLS	216.73	3,710,155.00	17,118.96
18-0011-000	HARVARD PUBLIC SCHOOLS	217.60	3,770,555.00	17,327.80
54-0505-000	ISANTI COMMUNITY SCHOOL	218.20	2,737,757.00	12,547.15
06-0075-000	RIVERSIDE PUBLIC SCHOOLS	219.50	4,196,201.00	19,117.26
54-0576-000	WAUSA PUBLIC SCHOOLS	219.55	3,241,339.00	14,763.64
72-0075-000	HIGH PLAINS COMMUNITY SCHOOLS	221.50	4,668,327.00	21,076.07
01-0123-000	SILVER LAKE PUBLIC SCHOOLS	225.38	4,366,697.00	19,375.10
90-0595-000	WINSIDE PUBLIC SCHOOLS	226.32	3,415,189.00	15,090.05
25-0095-000	SOUTH PLATTE PUBLIC SCHOOLS	226.96	3,611,402.00	15,912.12
76-0068-000	FRIEND PUBLIC SCHOOLS	227.72	3,911,896.00	17,178.73
26-0561-000	EMERSON-HUBBARD PUBLIC SCHOOLS	230.11	3,780,449.00	16,428.79

2022/23 FORMULA STUDENTS IN ASCENDING ORDER

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
15-0536-000	WAUNETA-PALISADE PUBLIC SCHS	230.96	3,756,274.00	16,263.53
19-0039-000	LEIGH COMMUNITY SCHOOLS	232.15	3,612,461.00	15,560.58
34-0100-000	DILLER-ODELL PUBLIC SCHOOLS	232.46	4,052,725.00	17,433.90
91-0002-000	RED CLOUD COMMUNITY SCHOOLS	233.20	3,329,046.00	14,275.27
69-0054-000	BERTRAND PUBLIC SCHOOLS	233.99	3,914,864.00	16,730.87
85-0060-000	DESHLER PUBLIC SCHOOLS	236.67	3,836,006.00	16,207.91
31-0506-000	FRANKLIN PUBLIC SCHOOLS	237.61	4,766,642.00	20,060.52
10-0019-000	SHELTON PUBLIC SCHOOLS	239.52	3,926,880.00	16,394.71
21-0015-000	ANSELMO-MERNA PUBLIC SCHOOLS	240.51	3,351,195.00	13,933.98
93-0083-000	MC COOL JUNCTION PUBLIC SCHS	244.46	3,849,822.00	15,748.13
54-0586-000	BLOOMFIELD COMMUNITY SCHOOLS	247.66	3,916,736.00	15,814.91
69-0055-000	LOOMIS PUBLIC SCHOOLS	253.02	3,475,522.00	13,735.97
24-0004-000	OVERTON PUBLIC SCHOOLS	255.33	3,867,772.00	15,148.32
14-0045-000	RANDOLPH PUBLIC SCHOOLS	257.41	3,906,994.00	15,178.12
01-0003-000	KENESAW PUBLIC SCHOOLS	257.72	4,111,476.00	15,953.06
87-0013-000	WALTHILL PUBLIC SCHOOLS	258.03	4,134,885.00	16,024.86
19-0070-000	HOWELLS-DODGE CONSOLIDATED SCHOO	258.50	3,966,695.00	15,344.85
78-0072-000	MEAD PUBLIC SCHOOLS	258.96	4,525,798.00	17,476.97
73-0179-000	SOUTHWEST PUBLIC SCHOOLS	259.23	4,959,962.00	19,133.61
71-0067-000	HUMPHREY PUBLIC SCHOOLS	259.42	3,903,996.00	15,048.88
33-0021-000	CAMBRIDGE PUBLIC SCHOOLS	262.47	3,946,098.00	15,034.51
11-0020-000	LYONS-DECATUR NORTHEAST SCHS	263.12	4,568,067.00	17,361.19
56-0007-000	MAXWELL PUBLIC SCHOOLS	263.27	4,012,904.00	15,242.64
74-0070-000	HUMBOLDT TABLE ROCK STEINAUER	264.26	6,079,444.00	23,005.79
12-0502-000	EAST BUTLER PUBLIC SCHOOLS	267.65	6,088,645.00	22,748.31
13-0022-000	WEeping WATER PUBLIC SCHOOLS	269.27	4,806,774.00	17,850.82
54-0013-000	CREIGHTON COMMUNITY PUBLIC SCHOOL	271.23	4,420,010.00	16,296.10
67-0001-000	PAWNEE CITY PUBLIC SCHOOLS	271.33	3,774,279.00	13,910.43
29-0117-000	DUNDY CO STRATTON PUBLIC SCHS	273.17	4,504,791.00	16,490.66
36-0100-000	BURWELL PUBLIC SCHOOLS	277.62	3,961,722.00	14,270.50
50-0501-000	AXTELL COMMUNITY SCHOOLS	278.58	4,317,328.00	15,497.87
39-0060-000	CENTRAL VALLEY PUBLIC SCHOOLS	279.51	6,618,181.00	23,677.39
91-0074-000	BLUE HILL COMMUNITY SCHOOLS	285.08	4,821,002.00	16,910.90
20-0020-000	BANCROFT-ROSALIE COMM SCHOOLS	286.95	3,266,651.00	11,383.88
61-0049-000	PALMER PUBLIC SCHOOLS	287.57	3,633,414.00	12,634.82

2022/23 FORMULA STUDENTS IN ASCENDING ORDER

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
44-0070-000	HITCHCOCK CO SCH SYSTEM	290.82	3,591,068.00	12,347.98
82-0001-000	LOUP CITY PUBLIC SCHOOLS	296.60	4,439,465.00	14,967.97
63-0001-000	FULLERTON PUBLIC SCHOOLS	297.66	4,427,322.00	14,873.55
10-0105-000	PLEASANTON PUBLIC SCHOOLS	299.33	2,999,147.00	10,019.54
08-0051-000	BOYD COUNTY SCHOOLS	308.58	4,619,456.00	14,969.97
64-0023-000	JOHNSON-BROCK PUBLIC SCHOOLS	317.51	3,573,056.00	11,253.48
33-0018-000	ARAPAHOE PUBLIC SCHOOLS	321.80	4,294,387.00	13,344.70
70-0005-000	PLAINVIEW PUBLIC SCHOOLS	322.05	4,778,747.00	14,838.50
62-0021-000	BAYARD PUBLIC SCHOOLS	324.84	5,069,251.00	15,605.16
56-0055-000	SUTHERLAND PUBLIC SCHOOLS	330.09	4,403,862.00	13,341.38
93-0096-000	HEARTLAND COMMUNITY SCHOOLS	331.10	4,487,725.00	13,553.91
10-0009-000	ELM CREEK PUBLIC SCHOOLS	331.20	4,676,784.00	14,120.64
54-0096-000	CROFTON COMMUNITY SCHOOLS	334.15	5,326,922.00	15,941.49
33-0540-000	SOUTHERN VALLEY SCHOOLS	339.93	6,769,169.00	19,913.52
72-0015-000	CROSS COUNTY COMMUNITY SCHOOLS	341.17	5,293,544.00	15,515.68
02-0009-000	NELIGH-OAKDALE SCHOOLS	342.36	5,249,818.00	15,334.37
84-0003-000	STANTON COMMUNITY SCHOOLS	351.29	5,625,323.00	16,013.29
42-0002-000	ALMA PUBLIC SCHOOLS	352.56	4,528,610.00	12,845.05
79-0011-000	MORRILL PUBLIC SCHOOLS	353.42	5,093,119.00	14,410.83
10-0069-000	RAVENNA PUBLIC SCHOOLS	356.43	5,754,054.00	16,143.68
34-0001-000	SOUTHERN SCHOOL DISTRICT 1	358.92	4,959,099.00	13,816.58
10-0119-000	AMHERST PUBLIC SCHOOLS	368.48	4,048,579.00	10,987.16
53-0001-000	KIMBALL PUBLIC SCHOOLS	369.77	5,526,228.00	14,944.87
14-0008-000	HARTINGTON NEWCASTLE PUBLIC SCHOO	371.64	5,799,769.00	15,605.78
65-0011-000	SUPERIOR PUBLIC SCHOOLS	372.34	5,905,192.00	15,859.63
07-0010-000	HEMINGFORD PUBLIC SCHOOLS	373.28	6,416,995.00	17,190.87
11-0014-000	OAKLAND CRAIG PUBLIC SCHOOLS	374.65	5,181,065.00	13,829.26
72-0032-000	SHELBY - RISING CITY PUBLIC SCHOOLS	378.02	5,826,089.00	15,412.12
02-0115-000	SUMMERLAND PUBLIC SCHOOLS	379.95	7,127,121.00	18,758.00
85-0070-000	THAYER CENTRAL COMMUNITY SCHS	384.20	5,956,582.00	15,503.90
87-0001-000	PENDER PUBLIC SCHOOLS	384.51	5,084,244.00	13,222.51
09-0010-000	AINSWORTH COMMUNITY SCHOOLS	389.22	6,942,091.00	17,836.12
48-0300-000	TRI COUNTY PUBLIC SCHOOLS	394.74	6,303,018.00	15,967.71
18-0002-000	SUTTON PUBLIC SCHOOLS	395.29	5,140,478.00	13,004.29
14-0054-000	LAUREL-CONCORD-COLERIDGE SCHOOL	395.57	6,878,958.00	17,390.17

2022/23 FORMULA STUDENTS IN ASCENDING ORDER

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
45-0239-000	WEST HOLT PUBLIC SCHOOLS	400.33	6,207,022.00	15,504.63
68-0020-000	PERKINS COUNTY SCHOOLS	403.88	6,142,385.00	15,208.33
20-0030-000	WISNER-PILGER PUBLIC SCHOOLS	405.61	6,184,716.00	15,248.05
63-0030-000	TWIN RIVER PUBLIC SCHOOLS	418.04	7,422,809.00	17,756.37
22-0031-000	HOMER COMMUNITY SCHOOLS	424.19	4,988,525.00	11,760.21
59-0080-000	ELKHORN VALLEY SCHOOLS	425.65	5,817,878.00	13,668.15
40-0126-000	DONIPHAN-TRUMBULL PUBLIC SCHS	426.30	6,193,371.00	14,528.04
26-0001-000	PONCA PUBLIC SCHOOLS	432.42	5,768,406.00	13,339.68
80-0567-000	CENTENNIAL PUBLIC SCHOOLS	433.71	7,244,767.00	16,704.36
34-0034-000	FREEMAN PUBLIC SCHOOLS	434.20	5,272,822.00	12,143.89
78-0107-000	CEDAR BLUFFS PUBLIC SCHOOLS	439.81	6,434,255.00	14,629.53
47-0100-000	CENTURA PUBLIC SCHOOLS	442.57	6,407,910.00	14,478.98
13-0097-000	ELMWOOD-MURDOCK PUBLIC SCHOOLS	456.50	5,494,643.00	12,036.55
40-0083-000	WOOD RIVER RURAL SCHOOLS	467.00	7,272,060.00	15,571.83
62-0063-000	BRIDGEPORT PUBLIC SCHOOLS	468.97	6,540,590.00	13,946.63
49-0050-000	JOHNSON CO CENTRAL PUBLIC SCHS	485.05	6,458,303.00	13,314.74
59-0001-000	MADISON PUBLIC SCHOOLS	490.75	6,007,884.00	12,242.35
90-0560-000	WAKEFIELD PUBLIC SCHOOLS	497.89	5,637,795.00	11,323.48
11-0001-000	TEKAMAH-HERMAN COMMUNITY SCHS	504.24	6,781,067.00	13,447.98
87-0016-000	UMO N HO N NATION PUBLIC SCHS	504.30	5,420,653.00	10,748.92
56-0037-000	HERSHEY PUBLIC SCHOOLS	509.80	7,139,495.00	14,004.48
78-0009-000	YUTAN PUBLIC SCHOOLS	514.96	5,686,554.00	11,042.61
59-0005-000	BATTLE CREEK PUBLIC SCHOOLS	516.56	6,069,752.00	11,750.37
88-0005-000	ORD PUBLIC SCHOOLS	519.47	7,759,618.00	14,937.51
81-0010-000	GORDON-RUSHVILLE PUBLIC SCHS	523.01	6,597,520.00	12,614.44
10-0002-000	GIBBON PUBLIC SCHOOLS	531.78	6,005,118.00	11,292.56
27-0594-000	LOGAN VIEW PUBLIC SCHOOLS	563.10	6,889,789.00	12,235.46
87-0017-000	WINNEBAGO PUBLIC SCHOOLS DISTRICT 1	567.26	8,804,478.00	15,521.05
30-0025-000	FILLMORE CENTRAL PUBLIC SCHS	567.38	6,889,880.00	12,143.23
27-0595-000	NORTH BEND CENTRAL PUBLIC SCHS	570.41	7,970,955.00	13,974.12
06-0001-000	BOONE CENTRAL SCHOOLS	570.43	8,826,494.00	15,473.51
16-0006-000	VALENTINE COMMUNITY SCHOOLS	581.12	9,955,840.00	17,132.02
79-0031-000	MITCHELL PUBLIC SCHOOLS	592.27	7,344,916.00	12,401.39
76-0082-000	WILBER-CLATONIA PUBLIC SCHOOLS	599.86	6,877,320.00	11,464.96
66-0501-000	PALMYRA DISTRICT O R 1	601.87	6,350,826.00	10,551.83

2022/23 FORMULA STUDENTS IN ASCENDING ORDER

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
15-0010-000	CHASE COUNTY SCHOOLS	608.92	7,501,339.00	12,319.06
55-0148-000	MALCOLM PUBLIC SCHOOLS	612.79	6,355,768.00	10,371.79
65-2005-000	SOUTH CENTRAL NEBRASKA UNIFIED 5	619.79	10,667,065.00	17,210.85
13-0032-000	LOUISVILLE PUBLIC SCHOOLS	626.33	8,816,257.00	14,076.16
12-0056-000	DAVID CITY PUBLIC SCHOOLS	635.57	10,218,428.00	16,077.66
13-0056-000	CONESTOGA PUBLIC SCHOOLS	647.65	8,457,553.00	13,058.84
20-0001-000	WEST POINT PUBLIC SCHOOLS	668.96	9,574,347.00	14,312.24
70-0002-000	PIERCE PUBLIC SCHOOLS	676.36	8,040,142.00	11,887.39
47-0001-000	ST PAUL PUBLIC SCHOOLS	680.68	7,598,558.00	11,163.23
89-0024-000	ARLINGTON PUBLIC SCHOOLS	684.26	8,777,548.00	12,827.88
55-0161-000	RAYMOND CENTRAL PUBLIC SCHOOLS	692.30	8,356,583.00	12,070.83
61-0004-000	CENTRAL CITY PUBLIC SCHOOLS	725.84	9,821,772.00	13,531.56
89-0003-000	FORT CALHOUN COMMUNITY SCHS	747.07	9,396,660.00	12,578.10
66-0027-000	SYRACUSE-DUNBAR-AVOCA SCHOOLS	747.95	8,612,664.00	11,515.00
74-0056-000	FALLS CITY PUBLIC SCHOOLS	754.49	9,373,124.00	12,423.06
45-0007-000	O'NEILL PUBLIC SCHOOLS	764.02	9,434,950.00	12,349.11
80-0005-000	MILFORD PUBLIC SCHOOLS	787.01	8,426,994.00	10,707.67
21-0025-000	BROKEN BOW PUBLIC SCHOOLS	798.95	9,266,228.00	11,598.01
50-0503-000	MINDEN PUBLIC SCHOOLS	808.74	9,976,297.00	12,335.62
24-0020-000	GOTHENBURG PUBLIC SCHOOLS	810.78	10,047,384.00	12,392.24
48-0008-000	FAIRBURY PUBLIC SCHOOLS	822.77	10,683,695.00	12,985.09
51-0001-000	OGALLALA PUBLIC SCHOOLS	831.42	10,679,155.00	12,844.45
64-0029-000	AUBURN PUBLIC SCHOOLS	844.21	9,572,973.00	11,339.56
71-0005-000	LAKEVIEW COMMUNITY SCHOOLS	864.18	9,337,307.00	10,804.77
24-0011-000	COZAD COMMUNITY SCHOOLS	888.49	10,582,810.00	11,911.04
23-0002-000	CHADRON PUBLIC SCHOOLS	909.31	10,822,009.00	11,901.34
01-0090-000	ADAMS CENTRAL PUBLIC SCHOOLS	931.98	12,641,177.00	13,563.82
90-0017-000	WAYNE COMMUNITY SCHOOLS	944.56	9,768,267.00	10,341.57
28-0015-000	DOUGLAS CO WEST COMMUNITY SCHS	950.90	11,176,993.00	11,754.15
69-0044-000	HOLDREGE PUBLIC SCHOOLS	976.49	11,283,843.00	11,555.54
78-0001-000	ASHLAND-GREENWOOD PUBLIC SCHS	1,022.75	10,528,922.00	10,294.67
78-0039-000	WAHOO PUBLIC SCHOOLS	1,072.86	10,659,838.00	9,935.89
77-0046-000	SPRINGFIELD PLATTEVIEW COMMUNITY SC	1,115.38	14,987,436.00	13,437.06
41-0504-000	AURORA PUBLIC SCHOOLS	1,168.82	15,403,448.00	13,178.64
17-0001-000	SIDNEY PUBLIC SCHOOLS	1,217.62	13,802,634.00	11,335.73

2022/23 FORMULA STUDENTS IN ASCENDING ORDER

District Number	District Name	Formula Students	Adjusted General Fund Operating Expenditures	Adjusted General Fund Operating Expenditures per Formula Student
07-0006-000	ALLIANCE PUBLIC SCHOOLS	1,294.58	13,310,481.00	10,281.72
73-0017-000	MC COOK PUBLIC SCHOOLS	1,343.34	13,704,768.00	10,201.97
13-0001-000	PLATTSMOUTH COMMUNITY SCHOOLS	1,357.82	15,295,480.00	11,264.70
66-0111-000	NEBRASKA CITY PUBLIC SCHOOLS	1,379.35	13,538,626.00	9,815.25
93-0012-000	YORK PUBLIC SCHOOLS	1,393.39	13,445,226.00	9,649.30
40-0082-000	NORTHWEST PUBLIC SCHOOLS	1,409.76	15,244,409.00	10,813.46
80-0009-000	SEWARD PUBLIC SCHOOLS	1,447.13	15,822,430.00	10,933.64
79-0016-000	GERING PUBLIC SCHOOLS	1,780.23	18,118,866.00	10,177.83
19-0123-000	SCHUYLER COMMUNITY SCHOOLS	1,831.88	18,322,684.00	10,002.13
34-0015-000	BEATRICE PUBLIC SCHOOLS	1,864.93	18,327,627.00	9,827.50
76-0002-000	CRETE PUBLIC SCHOOLS	1,927.52	19,612,132.00	10,174.83
55-0145-000	WAVERLY SCHOOL DISTRICT 145	2,125.03	21,139,064.00	9,947.68
89-0001-000	BLAIR COMMUNITY SCHOOLS	2,183.56	20,093,899.00	9,202.34
55-0160-000	NORRIS SCHOOL DIST 160	2,452.79	22,598,069.00	9,213.19
24-0001-000	LEXINGTON PUBLIC SCHOOLS	3,038.91	24,677,857.00	8,120.63
28-0054-000	RALSTON PUBLIC SCHOOLS	3,190.92	29,444,865.00	9,227.70
79-0032-000	SCOTTSBLUFF PUBLIC SCHOOLS	3,254.33	30,591,483.00	9,400.24
01-0018-000	HASTINGS PUBLIC SCHOOLS	3,392.76	30,235,529.00	8,911.79
22-0011-000	SO SIOUX CITY COMMUNITY SCHS	3,616.72	32,694,042.00	9,039.69
56-0001-000	NORTH PLATTE PUBLIC SCHOOLS	3,624.13	35,028,489.00	9,665.36
28-0059-000	BENNINGTON PUBLIC SCHOOLS	3,816.25	34,765,477.00	9,109.86
71-0001-000	COLUMBUS PUBLIC SCHOOLS	3,847.23	36,100,249.00	9,383.43
59-0002-000	NORFOLK PUBLIC SCHOOLS	4,289.40	38,910,119.00	9,071.23
27-0001-000	FREMONT PUBLIC SCHOOLS	4,788.71	41,862,729.00	8,741.97
10-0007-000	KEARNEY PUBLIC SCHOOLS	5,710.83	51,036,301.00	8,936.76
28-0066-000	WESTSIDE COMMUNITY SCHOOLS	6,065.04	62,229,508.00	10,260.36
77-0037-000	GRETNA PUBLIC SCHOOLS	6,127.67	52,527,234.00	8,572.14
77-0001-000	BELLEVUE PUBLIC SCHOOLS	9,120.26	92,622,386.00	10,155.68
40-0002-000	GRAND ISLAND PUBLIC SCHOOLS	9,265.23	85,325,491.00	9,209.21
28-0010-000	ELKHORN PUBLIC SCHOOLS	10,804.77	99,374,933.00	9,197.32
77-0027-000	PAPILLION LA VISTA COMMUNITY SCHOOL:	11,684.34	109,674,508.00	9,386.46
28-0017-000	MILLARD PUBLIC SCHOOLS	22,961.17	204,645,381.00	8,912.67
55-0001-000	LINCOLN PUBLIC SCHOOLS	40,038.23	387,352,563.00	9,674.57
28-0001-000	OMAHA PUBLIC SCHOOLS	49,505.86	491,233,640.00	9,922.74
STATEWIDE TOTALS:		310,960.86	3,346,003,491.00	10,760.21

Policy: 626

RESIGNATION OF CERTIFIED STAFF

Resignations should be sent to the Board of Education through the Superintendent not less than thirty days before the date effective, except in cases of sickness or other serious emergency. The Board of Education will not accept resignations after April 1 in any year except in cases where hardship or pressing personal need must be considered and in any case when suitable replacements can be found.



Proposal

(Valid for 30 days from Proposal date)

Prepared For:
All Bidders

Date: April 18, 2022

Proposal Number: Q4-63665-1356-1

Job Name:
Amherst School Add & Reno

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

Payment Terms:
Net 30 Days

Trane U.S. Inc. is pleased to provide the following proposal for your review and approval.

Tag Data - R-410A PKGD Unitary Gas/Electric Rooftop (Qty: 3)

Tag(s)	Qty	Description	Model Number
RTU-1	1	10 Ton R-410A PKGD Unitary Gas/Electric	YHC120F3
RTU-2	1	7.5 Ton R-410A PKGD Unitary Gas/Electric	YHC092F3
RTU-4	1	15 Ton R-410A PKGD Unitary Gas/Electric	YHD180G3

Product Data - R-410A PKGD Unitary Gas/Electric Rooftop

All Units

DX cooling, gas heat
High efficiency
208-230/60/3
Microprocessor controls
High gas heat
Economizer Dry Bulb 0-100%
Hinged panels/2 in pleated filters MERV 8
Standard condenser coil w/hail guard
Through the base electrical
Circuit breaker
BACnet Communications Interface
Dehumidification-hot gas reheat
Roof curb (Field Installed)
1st Year Labor warranty

Items Not Included - R-410A PKGD Unitary Gas/Electric Rooftop

- Installation, Startup, Wiring

Tag Data - Rooftop w/ ERV (Qty: 1)

Tag(s)	Qty	Description
RTU-3	1	Rooftop Unit w/ ERV

Product Data - Rooftop w/ ERV

Unit Voltage: 208-3-60

Curb Selection: Standard Knockdown Curb - Energy Recovery Wheel Cabinet

Warranty: 1-Year Parts Only (manufacturer warranty)

Warranty: 5-Year Digital/Variable Speed/Standard Scroll Compressor / 25-Year Heat Exchanger

Airflow Configuration: Horizontal Discharge/Vertical Return/Vertical Exhaust

Reheat: Fin & Tube Modulating HGRH

Outdoor Coil Type: Air Cooled Fin & Tube

Heat Capacity - Primary: 600 MBH, (10:1 Turndown NG)

Supply Fan Motor Type: Direct Drive w/Shaft Grounding Ring w/VFD

Exhaust Fan Motor Type: Direct Drive w/Shaft Grounding Ring w/VFD

Unit Controls: Single-Zone VAV

Building Interface: BACnet

Filter Options: MERV-8,30%

Energy Recovery: ERV-Aluminum Construction with Frost Protection w/ VFD

Damper Options: Modulating OA & RA Dampers w/Economizer

Exhaust Dampers: Isolation Dampers

Electrical Options: 65 KAIC Electrical Rating w/Non-Fused Disconnect

Condenser Fan Options: Active (VFD) Head Pressure Low Ambient Control

Sound Attenuation Package: Compressor Sound Blankets

Hailguards: Hailguards

Service Lights: Supply & Exhaust Fan Section Service Light

2 inch Double Wall Construction

Stainless Steel Drip Pan

Factory Startup

Items Not Included - Rooftop w/ ERV

- Installation, Wiring

Tag Data - Water-Source Comfort Systems (Qty: 12)

Tag(s)	Qty	Description	Model Number
HP-XX	12	High Efficiency WSHP	EX_F

Product Data - Water-Source Comfort Systems

Insulated copper water coil/suction line

Heating & Cooling Circuit

ECM

Freezestat

Condensate overflow sensor

Matte Face Insulation

Ducted Filter Rack w/ MERV 8 Filter

Enhanced sound attenuation

Polymer drain pan

Standard 5 year compressor warranty

1st year labor warr whole unit

Items Not Included - Water-Source Comfort Systems

- Installation, Startup, Wiring, Hose Kits, Isolation Valves, DDC Controllers

Tag Data - Trane - Mitsubishi Ductless Split (P Series) (Qty: 1)

Tag(s)	Qty	Description
MSI-1/MSO-1	1	Trane - Mitsubishi Ductless Split

Product Data - Trane - Mitsubishi Ductless Split (P Series)

TRUYA0121KA70NA Cooling only outdoor unit
 TPKA0A0121LA00A Wall Mounted
 Condensate Pump (Field Installed)
 Wind Baffles for Low Ambient Cooling (Field Installed)
 Wired Thermostat (Field Installed)

Items Not Included - Trane - Mitsubishi Ductless Split (P Series)

- Installation, Startup, Wiring, Refrigeration Lines, Disconnects, A/C Pad/Stand

Tag Data - Split System Air Conditioning Units (Small) (Qty: 1)

Tag(s)	Qty	Description	Model Number
F-1/HP-1	1	5 Ton Unitary Split Systems	4TWA4060A3 - S9X1C100U5PSB - 4TXCC007DS3HC

Product Data - Split System Air Conditioning Units (Small)

4TWA4 Heat Pump Outdoor Unit
 5 Ton - Nominal Cooling Capacity
 200 - 230 Volt 3 Phase 60 Hertz
 High Efficiency Gas Furnace
 90%+ Eff, 1 Stg, Multi-speed, 21" Wide
 3-Way (upflow, Horiz Right, Horiz Left)
 5 Ton Capacity
 Cased Cooling Coil
 TXV-Non bleed
 Conv-upflow/dnflw,left airflow coil
 Field Installed Accessories:
 Touchscreen Programmable 4H/2C (Field Installed)
 Snow legs-base and cap 4 " high (Field Installed)
 Concentric vent kit (Field Installed)
 1st Year labor warranty

Items Not Included - Split System Air Conditioning Units (Small)

- Installation, Startup, Wiring, Refrigeration Lines, Disconnects

Total Net Price (Excluding Sales Tax) \$ **281,500**

RTU-1, RTU-2, RTU-3 and RTU-4 must be RELEASED for production before 6/1/22. Price add if RTUs are not released before 6/1/22 is \$19,850.

In order to RELEASE units for production, a credit approved order and approved submittals are required.

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	IF EXEMPT PLEASE SUBMIT COMPLETED TAX EXEMPTION CERTIFICATE WITH YOUR SIGNED PROPOSAL OR WITH YOUR PURCHASING DOCUMENTS, KEEP YOUR ORIGINAL ON FILE IN THE OFFICE. YOU WILL BE CHARGED TAX IF A VALID EXEMPTION CERTIFICATE IS NOT ON FILE BEFORE EQUIPMENT, PARTS OR SERVICES ARE PROVIDED. SEE WWW.TAXSITES.COM/STATE-LINKS.HTML FOR TAX FORMS.
---	--

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

COVID-19 NATIONAL EMERGENCY CLAUSE

The parties agree that they are entering into this Agreement while the nation is in the midst of a national emergency due to the Covid-19 pandemic ("Covid-19 Pandemic"). With the continued existence of Covid-19 Pandemic and the evolving guidelines and executive orders, it is difficult to determine the impact of the Covid-19 Pandemic on Trane's performance under this Agreement. Consequently, the parties agree as follows:

1. Each party shall use commercially reasonable efforts to perform its obligations under the Agreement and to meet the schedule and completion dates, subject to provisions below;
2. Each party will abide by any federal, state (U.S.), provincial (Canada) or local orders, directives, or advisories regarding the Covid-19 Pandemic with respect to its performance of its obligations under this Agreement and each shall have the sole discretion in determining the appropriate and responsible actions such party shall undertake to so abide or to safeguard its employees, subcontractors, agents and suppliers;
3. Each party shall use commercially reasonable efforts to keep the other party informed of pertinent updates or developments regarding its obligations as the Covid-19 Pandemic situation evolves; and
4. If Trane's performance is delayed or suspended as a result of the Covid-19 Pandemic, Trane shall be entitled to an equitable adjustment to the project schedule and/or the contract price.

CUSTOMER ACCEPTANCE	TRANE ACCEPTANCE
_____ Company Name	Trane U.S. Inc.
_____ Authorized Representative	_____ Authorized Representative
_____ Printed Name	Josh Clausen _____ Printed Name
_____ Title	Account Manager _____ Title
Purchase Order _____	
Acceptance Date _____	Signature Date _____

TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT

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

1. Acceptance. These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 30 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

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

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

4. Pricing and Taxes. Within thirty (30) days following Customer acceptance of the Proposal without addition of any other terms and conditions of sale or any modification, Customer shall provide notification of release for immediate production at Company's factory. Prices for Equipment are subject to change at any time prior to shipment to reflect any cost increases related to the manufacture, supply, and shipping of Equipment. This includes, but is not limited to, cost increases in raw materials, supplier components, labor, utilities, freight, logistics, wages and benefits, regulatory compliance, or any other event beyond Company's control. If shipment is delayed due to Customer's actions, Company may also charge Customer with storage fees. If a release is not received within 6 months following order acceptance, Company reserves the right to cancel any order. Company shall be entitled to equitable adjustments in the contract price to reflect any cost increases as set forth above and will provide notice to Customer prior to the date for which the increased price is to be in effect for the applicable customer contract. In no event will prices be decreased. The price of Equipment does not include any present or future foreign, federal, state, or local property, license, privilege, sales, use, excise, value added, gross receipts or other like taxes or assessments. Such amounts will be itemized separately to Customer, who will make prompt payment to Company. Company will accept valid exemption documentation for such taxes and assessments from Customer, if applicable. All prices include packaging in accordance with Company's standard procedures. Charges for special packaging, crating or packing are the responsibility of Customer.

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

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

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

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

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

10. Insurance. Upon request, Company will furnish evidence of its standard insurance coverage. If Customer has requested to be named as an additional insured under Company's insurance policy, Company will do so but only subject to Company's manuscript additional insured endorsement under its primary Commercial General Liability policies. In no event does Company waive any rights of subrogation.

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

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

13. CONTAMINANTS LIABILITY

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

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

15. Intellectual Property; Patent Indemnity. Company retains all ownership, license and other rights to all patents, trademarks, copyrights, trade secrets and other intellectual property rights related to the Equipment, and, except for the right to use the Equipment sold, Customer obtains no rights to use any such intellectual property. Company agrees to defend any suit or proceeding brought against Customer so far as such suit or proceeding is solely based upon a claim that the use of the Equipment provided by Company constitutes infringement of any patent of the United States of America, provided Company is promptly notified in writing and given authority, information and assistance for defense of same. Company will, at its option, procure for Customer the right to continue to use said Equipment, or modify it so that it becomes non-infringing, or replace same with non-infringing Equipment, or to remove said Equipment and to refund the purchase price. The foregoing will not be construed to include any Agreement by Company to accept any liability whatsoever in respect to patents for inventions including more than the Equipment furnished hereunder, or in respect of patents for methods and processes to be carried out with the aid of said Equipment. The provision of Equipment by Company does not convey any license, by implication, estoppel, or otherwise, under patent claims covering combinations of said Equipment with other devices or elements. The foregoing states the entire liability of Company with regard to patent infringement. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

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

17. Invoicing and Payment. Unless otherwise agreed to in writing by Company, equipment shall be invoiced to Customer upon tender of delivery thereof to the carrier. Customer shall pay Company's invoices within net 30 days of shipment date. Company reserves the right to add to any account outstanding for more than 30 days a service charge equal to the lesser of the maximum allowable legal interest rate or 1.5% of the principal amount due at the end of each month. Customer shall pay all costs (including attorneys' fees) incurred by Company in attempting to collect amounts due and otherwise enforcing these terms and conditions. If requested, Company will provide appropriate lien waivers upon receipt of payment. Company may at any time decline to ship, make delivery or perform work except upon receipt of cash payment, letter of credit, or security, or upon other terms and conditions satisfactory to Company. Customer agrees that, unless Customer makes payment in advance, Company will have a purchase money security interest in all Equipment to secure payment in full of all amounts due Company and its order for the Equipment, together with these terms and conditions, form a security agreement (as defined by the UCC in the United States and as defined in the Personal Property Security Act in Canada). Customer shall keep the Equipment free of all taxes and encumbrances, shall not remove the Equipment from its original installation point and shall not assign or transfer any interest in the Equipment until all payments due Company have been made. The purchase money security interest granted herein attaches upon Company's acceptance of Customer's order and on receipt of the Equipment described in the accepted Proposal but prior to its installation. The parties have no agreement to postpone the time for attachment unless specifically noted in writing on the accepted order. Customer will have no rights of set off against any amounts, which become payable to Company under this Agreement or otherwise.

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

19. Export Laws. The obligation of Company to supply Equipment under this Agreement is subject to the ability of Company to supply such items consistent with applicable laws and regulations of the United States and other governments. Company reserves the right to refuse to enter into or perform any order, and to cancel any order, under this Agreement if Company in its sole discretion determines that performance of the transaction to which such order relates would violate any such applicable law or regulation. Customer will pay all handling and other similar costs from Company's factories including the costs of freight, insurance, export clearances, import duties and taxes. Customer will be "exporter of record" with respect to any export from the United States of America and will perform all compliance and logistics functions in connection therewith and will also comply with all applicable laws, rules and regulations. Customer

understands that Company and/or the Equipment are subject to laws and regulations of the United States of America which may require licensing or authorization for and/or prohibit export, re-export or diversion of Company's Equipment to certain countries, and agrees it will not knowingly assist or participate in any such diversion or other violation of applicable United States of America laws and regulations. Customer agrees to hold harmless and indemnify Company for any damages resulting to Customer or Company from a breach of this paragraph by Customer.

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

21. Equal Employment Opportunity/Affirmative Action Clause. Company is a federal contractor that complies fully with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60, 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; and 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 Executive Order 13496 and Section 29 CFR 471, appendix A to subpart A, regarding the notice of employee rights in the United States and with Canadian Charter of Rights and Freedoms Schedule B to the Canada Act 1982 (U.K.) 1982, c. 11 and applicable Provincial Human Rights Codes and employment law in Canada.

22. U.S. Government Work.

The following provision applies only to direct sales by Company to the US Government. The Parties acknowledge that Equipment ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Company agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5(e)(1).

The following provision applies only to indirect sales by Company to the US Government. As a Commercial Item Subcontractor, Company accepts only the following mandatory flow down provisions: 52.219-8; 52.222-26; 52.222-35; 52.222-36; 52.222-39; 52.247-64. If the sale of the Equipment is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance. Anything herein notwithstanding, Company will have no obligations to Customer unless and until Customer provides Company with a true, correct and complete executed copy of the prime contract. Upon request, Customer will provide copies to Company of all requested written communications with any government official related to the prime contract prior to or concurrent with the execution thereof, including but not limited to any communications related to Customer's ownership, eligibility or performance of the prime contract. Customer will obtain written authorization and approval from Company prior to providing any government official any information about Company's performance of the work that is the subject of the Proposal or this Agreement, other than the Proposal or this Agreement.

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

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