

# GREENEVILLE CITY BOARD OF EDUCATION

## AGENDA

Date of Meeting: August 26, 2025

Time: 5:00 PM

Location: Professional Development Center at the Kathryn W. Leonard  
Administrative Office

{{Name: Agenda Item Name}} {{AnticipatedTime: Agenda Item Time}}

I. **Call to Order**

II. **Pledge to the Flag**

III. **Recognition of Visitors**

IV. **Special Recognition** (10 minutes)

- New Student Board Representative - Jacey Goodwin
- GHS AP Scholars
- Perfect ACT 36 - Trey Bailey
- Greeneville Middle School Athletics (Golf, Track & Field)

V. **Public Comment Period** (20 Minutes)

VI. **Conflict of Interest Statement** (5 Minutes)

### **Chair to Board Members:**

- "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand."

### **Chair to Board Members:**

2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

### **Chair to Board Secretary:**

3. "Please reflect within the minutes that possible conflicts were acknowledged, with board members present confirming their intent to act in the best interest of the school system."

VII. **Approval of Agenda** (5 Minutes)

VIII. **Consent Agenda** (5 minutes)

- A. Consideration of Approving Minutes of July 22, 2025, Board Meeting
- B. Consideration of Accepting Personnel Report
- C. Consideration of Approving Board Policy Revisions (2nd Reading)
- D. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)
- E. Consideration of Approving School Trip Request

IX. **Action Items**

- A. Consideration of Accepting July 2025 Financial Statements (5 minutes)
- B. Consideration of Accepting June 2025 Preliminary Financial Statement (5 Minutes)
- C. Consideration of Approving Board Policy Revisions - 1st Reading (5 minutes)
- D. Consideration of Approving George Clem Generator Move (5 Minutes)
- E. Consideration of Approving Participation in Public Entity Partners Grant Program: Safety Partners (5 Minutes)
- F. Consideration of Approving Purchase of Three HVAC Units (5 Minutes)

X. **Director's Report** (5 minutes)

XI. **Legislative Update** (5 Minutes)

XII. **Adjournment**

# OFFICIAL MINUTES OF THE GREENVILLE CITY BOARD OF EDUCATION

Tuesday, July 22, 2025

The Greeneville City Board of Education met in Regular session on Tuesday, July 22, 2025, at the Professional Development Center at the Kathryn W. Leonard Administrative Office, 129 W Depot St, Greeneville, TN 37743. Board Members Present: Pam Botta (Board Member), Cindy Luttrell (Chair), Josh Quillen (Treasurer), Dr. Craig Shepherd (Vice-Chair). Absent: Crystal Hirschy (Board Member). Others in attendance included Steve Starnes, Director of Schools, several administrative personnel, community members, and media representatives. The Chairman called the meeting to order and welcomed all in attendance.

## BUSINESS TRANSACTED

### I. Call to Order

### II. Pledge to the Flag

Pledge of Allegiance was led by Pam Botta (Board Member).

### III. Recognition of Visitors

### IV. Special Recognition

Jeff Townsley recognized the 2025 State Baseball and Track & Field Champions.

Greeneville Baseball – 2025 TSSAA State Champions

- Record: 36-9
- Titles: Region & State Champions in the same year
- Achievements:
  - 5 State appearances in 9 years
  - 3 State titles with a combined 22-0 score in championship games, allowing only 11 hits over 17 innings
  - Recognized as one of the premier programs in the nation by Prep Nation Magazine

Individual Honors:

- Carson Quillen: All-Region, All-State, All-East TN Baseball Coaches Assoc., E. TN Coaches Assoc. Player of the Year, *Mr. Baseball*
- Kobe Mundy: All-Region, All-State, All-East TN Baseball Coaches Assoc.
- Will Harmon: All-Region, All-State, All-East TN Baseball Coaches Assoc.
- Carson Norris: All-Region
- Noah Murray: All-East TN Baseball Coaches Assoc.

Other team members: Connor Ireland, Jeriah Griffin, Jaxon Winter, Maddox Bishop, Randen Fillers, Sam Thompson, Jacob Ward, Colton Smith, Roco Fontana, Siler Lewis, Landon Aldridge, Kaine Ricker, Grayson Crosby, Jack Lister, Cole Smith, Eli Ramsey, Branton White, Alston Richards, Elijah Staggs, Westen Wade, Aidan Freeland  
Coaches: Head Coach Andy Collins; Randy Richards, Bryan Everhart, Andy Barnett, Cody Hartness.

## Greenville Track & Field – 2025 TSSAA State Champions

- 3rd State Championship in 4 years; 2nd consecutive title
- All athletes named TSSAA All-State
- Top 3 finishers also named TSWA All-State
- Recognized nationally: National High School Track & Field and Cross Country Coaches Association – 3rd Team

### Coaches:

- Head Coach: Larry Blalock (PrepXtra Coach of the Year)
- Sprint Coach: Eric Simpkins
- Throws Coach: Scott Harris
- Assistant Coach: Rusty Douthat

## V. Public Comment Period

There were no requests to speak on any agenda item.

## VI. Conflict of Interest Statement

### **Chair to Board Members:**

1. "If you have any relative who is employed by the Board of Education, meaning a spouse, parent, parent-in-law, child, son-in-law, daughter-in-law, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, or any person who resides in the same household as you, please acknowledge the same at this time by raising your hand."

### **Chair to Board Members:**

2. "To those board members who just raised their hands, do you hereby certify that any and all votes you will cast during this meeting are in the best interest of the school system? If so, please say, 'Aye.'"

### **Chair to Board Secretary:**

3. "Please reflect within the minutes that Botta acknowledged possible conflicts and confirmed her intent to act in the best interest of the school system."

## VII. Approval of Agenda

It was recommended to approve the Agenda as presented. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Botta (Board Member).

## VIII. Consent Agenda

It was recommended to approve the Consent Agenda as presented. Board approval was unanimous on a motion from Botta (Board Member) and a second from Dr. Shepherd (Vice-Chair).

### A. Consideration of Approving Minutes of June 26, 2025, Board Meeting

The minutes of the June 26, 2025, Board Meeting were unanimously approved as presented. A copy is on file in the Director of Schools' office.

**B. Consideration of Approving Minutes of June 26, 2025, Joint Board Meeting**

The minutes of June 26, 2025, Joint Board Meeting were unanimously approved as presented. A copy is on file in the Director of Schools' office.

**C. Consideration of Accepting Personnel Report**

Board approval was unanimous in accepting the changes in personnel since the June report. A copy of the report is attached to the minutes.

**D. Consideration of Approving Board Policy Revisions (2nd Reading)**

Copies of these policies are attached to the minutes. Board approval was unanimous on 2nd reading for the following policies:

6.100 Student Goals

6.2001 Attendance During Postsecondary Visits

6.201 Compulsory Attendance Ages

6.202 Home Schools

6.203 School Admissions

**E. Consideration of Approving Board Policy Revisions - No Changes (1st Reading)**

Board approval was unanimous on 1st reading for the following policies:

1.100 School District - School Board Legal Status and Authority

1.101 Role of the Board of Education

1.102 Board Members Legal Status

1.104 Memberships

1.105 School Board Legislative Involvement

1.107 Board Member Conflict of Interest

3.100 Business Management Goals

3.200 Buildings and Grounds Management

3.201 Safety

5.101 Line and Staff Relations

5.102 Personnel Classification and Qualifications

5.103 Job Descriptions

**IX. Action Items**

**A. Consideration of Accepting the June 2025 Local Revenue Tracking Report**

Lipe stated that local revenue collected year-to-date through June 30, 2025 is \$9,265,106, which is 101.9% of the total budgeted projection. The amount collected year-to-date is \$500,210 more than during the same time period last year. This reflects an actual percentage change of 5.63% compared to the previous year.

It was recommended to approve the June 2025 Local Revenue Tracking Report.

Board approval was unanimous on a motion from Quillen (Treasurer) and a second from Dr. Shepherd (Vice-Chair).

**B. Consideration of Approving Board Policy Revisions - 1st Reading**

Revisions are recommended to the following policies on 1st reading:

It was recommended to approve the revisions to the policies as presented on first reading. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Botta (Board Member).

4.212 Virtual Education Program

4.403 Library Materials

4.406 Use of the Internet

4.601 Reporting Student Progress

5.104 Equal Opportunity Employment

5.105 Recruitment of Employees

**C. Consideration of Approving Board Policy Revisions - 1st & Final Reading**

Revisions are recommended to the following policies on 1st & final reading:

It was recommended to approve the revisions to the policies as presented on first reading. Board approval was unanimous on a motion from Botta (Board Member) and a second from Dr. Shepherd (Vice-Chair).

1407.1 Records Request Form

**D. Consideration of Approving GHS Softball Infield Turf Installation**

The installation of turf on the GHS softball infield will provide a consistent and reliable playing surface that enhances both safety and performance. Turf significantly reduces maintenance time and costs by eliminating the need for regular dragging, watering, and reseeding, especially during periods of inclement weather. In addition, this upgrade aligns with our broader efforts to ensure equitable facility enhancements across all athletic programs. This project continues our commitment to providing high-quality, durable infrastructure for student-athletes that supports year-round use and long-term sustainability. This project is being purchased from a shared purchasing cooperative that has already been competitively bid through the Interlocal Purchasing Program (TIPS) contract #23020101. The total amount quoted with specified exclusions is \$199,885.00. This is the same company that installed turf on the GHS football field. Capital Funds will be utilized. It was recommended to approve the GHS Softball Infield Turf Installation. Board approval was unanimous on a motion from Botta (Board Member) and a second from Quillen (Treasurer).

**E. Consideration of Approving Student/Catastrophic Accident Insurance Coverage for 2025-2026**

Accident Insurance is coverage Greenville City Schools provides to cover expenses incurred by students due to an accident occurring during school attendance. Catastrophic Accident Insurance covers a more serious student accident requiring a prolonged recovery period. GCS has used KidGuard Insurance for the past several years, and they have provided excellent coverage and service to the district. GCS recommends continuing to partner with them. The total cost of both

policies is \$18,401.00. The following is a coverage breakdown:

Student Accident Policy \$12,812.00

Student Catastrophic Accident Policy \$5,589.00

It was recommended to approve Student/Catastrophic Accident Insurance Coverage for 2025-2026. Board approval was unanimous on a motion from Botta (Board Member) and a second from Dr. Shepherd (Vice-Chair).

**F. Consideration of Approving Branding for Greeneville Career & Technical Academy**

Steve Starnes, Director of Schools, presented the Greeneville Career & Technical Academy (GCTA) Naming and Branding Report to the Board. The report, developed in partnership with the Donovan Group and facilitated by Dr. Lori Mueller, outlined the collaborative engagement process used to name, brand, and market the newly acquired facility focused on providing high-quality career and technical education pathways for Greeneville High School students. The Naming and Branding Workgroup, comprised of school and community representatives including Teresa Clark, Suzanne Cox, Christopher Edmonds, Jason Horne, Rob Robbins, Jeff Taylor, Richard Tipton, and Steve Starnes, met multiple times in June and July to assess existing branding, define the desired message and image, draft brand concepts, and finalize a unified brand identity. The primary logo features a seal design using GHS colors and a trident symbol that reflects the school, student, and community. It was recommended to approve the Branding for Greeneville Career & Technical Academy. Board approval was unanimous on a motion from Dr. Shepherd (Vice-Chair) and a second from Botta (Board Member).

**X. Director's Report**

Starnes congratulated, informed, and recognized:

**1. Congratulations to the GHS Track & Field Team**

The Greeneville High School Boys Track & Field Team captured the TSSAA Class AA State Championship for the second year in a row - their third title in four years. Standouts included Trey Bailey (1st in the 3200m), Zaydyn Anderson (titles in the 100m and long jump), and Jacob Moore, whose school-record vault of 14'1" clinched the title.

**2. Congratulations to the GHS Baseball Team**

The team finished with a 36-9 record, tying the school record for wins, and claimed the TSSAA Class 3A State Championship with a 10-0 win over Munford. Their run included district and regional championships and statewide recognition.

**3. Carson Quillen Makes GHS History**

Carson was named Mr. Baseball - GHS's first - and joins only one other Tennessee athlete, Todd Helton, as a Mr. Baseball and Mr. Football finalist in the same academic year. This is an extraordinary individual accomplishment.

**4. 21st Century Grant Funding Released**

The district has received notification that the 21st Century Community Learning Center (CCLC) grant, for \$276,000, has been released. This grant is for before-

school, after-school, and summer programming for our students. This is very welcome news!

#### **5. Invitation to New Employee Breakfast**

Starnes invited the Board to attend the New Employee Breakfast on Thursday, July 24, at the Professional Development Center located in the Central Office. Breakfast begins at 7:30 a.m. Please arrive a few minutes early to welcome our new staff.

#### **6. Opening In-Service - Monday, July 29 – GHS and NPAC**

Starnes invited the Board to the GCS Opening In-Service. Breakfast will begin at 7:15 a.m. in the GHS Café, and the in-service program will start promptly at 8:00 a.m. in the Niswonger Performing Arts Center. The keynote speaker will be Dr. Todd Whitaker, a nationally recognized expert on school leadership and teacher effectiveness. Dr. Whitaker is the author of *What Great Teachers Do Differently*, *Shifting the Monkey*, and *What Great Principals Do Differently*, among many other books. His insights are widely used to support the growth of teachers and administrators and enhance school culture. The Employee Fair will follow in the GHS Café from 10:45 a.m. to 12:30 p.m.

#### **7. Bus Parking Lot Progress**

Work on the new bus parking lot at Greeneville Career & Technical Academy is progressing well. This project will enhance the flow, safety, and long-term functionality of our transportation department.

#### **8. Auction and Interior Construction**

The remaining auction items from the Greeneville Career & Technical Academy have been cleared, and interior construction has officially begun. This is a significant milestone as GCS progresses with repurposing the space to meet future operational requirements.

#### **9. Riley Rhea Named 2025 Fairest of the Fair**

Greeneville High School National Honor Society graduate Riley Rhea was named the 2025 Fairest of the Fair at the Greene County Fair on Monday. Riley is the 17-year-old daughter of Rob and Jonna Rhea of Greeneville and will be attending the University of Tennessee this fall. Rhea was also chosen as Miss Congeniality by the other contestants.

#### **10. Thank You to Our Operations Team**

Starnes extended gratitude to human resources, maintenance, custodial, transportation, and IT staff for the work they have performed this summer. He also recognized and thanked Melissa Batson, Phillip Graham, Roger Hensley, Kristen Rollins, and Chuck Broyles for their leadership in ensuring that GCS is well-prepared for the new school year.

#### **11. TSBA Summer Law Institute**

Starnes thanked all the Board members for attending the recent TSBA Summer Law Institute. With the passage of ninety-five new laws directly related to education during the most recent legislative session, GCS appreciates your commitment to staying informed, which will enable you to make the best possible decisions for students, educators, parents, and the community.

### **XI. Legislative Update**

There were no legislative updates.

**XII. Adjournment**

The meeting was adjourned at approximately 5:51 p.m. Board approval was unanimous on a motion from Botta (Board Member) and a second from Dr. Shepherd (Vice-Chair).

Respectfully submitted,

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Cindy Luttrell, Chair

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Steve Starnes, Director of Schools



**FIELD TRIP & EXCURSION REQUEST  
FORM Out-of-State or Overnight**

Name of the school:

Person Requesting:

Purpose of the Field Trip:

Destination of Field Trip:

Grade(s) of students attending:

Dates requested:  Departure Time:  Return Time:

Approximate # of students to attend:

Number, names and affiliation of chaperones attending:  
#  female List names and affiliation:

#  male List names and affiliation:

*("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex accompany students on overnight trips")*

All Greenville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will considered for approval.

Rachel Adams, Principal date approved 6/30/25  
Rachel Adams, Director of Schools date approved 7/17/25  
 \_\_\_\_\_, Chairman, BOE date approved \_\_\_\_\_



**FIELD TRIP & EXCURSION REQUEST  
FORM Out-of-State or Overnight**

Name of the school:

Person Requesting:

Purpose of the Field Trip:

Destination of Field Trip:

Grade(s) of students attending:

Dates requested:  Departure Time:  Return Time:

Approximate # of students to attend:

Number, names and affiliation of chaperones attending:  
#  female List names and affiliation:

#  male List names and affiliation:

*("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex accompany students on overnight trips")*

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will considered for approval.

*Kathleen Adams*, Principal date approved *6/30/25*  
*Kathleen Adams*, Director of Schools date approved *7/17/25*  
 \_\_\_\_\_, Chairman, BOE date approved \_\_\_\_\_

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FIELD TRIP & EXCURSION REQUEST  
FORM Out-of-State or Overnight

Name of the school: Hal Henard

Person Requesting: Janet Ricker on behalf of 5<sup>th</sup> Grade Team

Purpose of the Field Trip: STEM Camp

Destination of Field Trip: Camp Explore e Clyde Austin 4-H

Grade(s) of students attending: 5<sup>th</sup>

Dates requested: Sept 11-12<sup>th</sup> Departure Time: 8:30am Return Time: 2:00pm  
on 11/12/25 on 11/12/25

Approximate # of students to attend: 60

Number, names and affiliation of chaperones attending:

# 4 female List names and affiliation: Melvina Miller, Charity Wright, - teachers  
Laura Freshour, CDC assistant (TBD)

# 2 male List names and affiliation: Daniel Myers, Ron Fields - teachers

(\*There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips\*)

All Greenville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Janet Ricker, Principal date approved 7/21/2025

\_\_\_\_\_, Director of Schools date approved \_\_\_\_\_

\_\_\_\_\_, Chairman, BOE date approved \_\_\_\_\_

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FIELD TRIP & EXCURSION REQUEST  
FORM Out-of-State or Overnight

Name of the school: GHS

Person Requesting: Brooke Williams

Purpose of the Field Trip: Competition

Destination of Field Trip: Western Carolina University

Grade(s) of students attending: 8-12

Dates requested: Oct 18, 2025 Departure Time: TBA Return Time: TBA

Approximate # of students to attend: 130

Number, names and affiliation of chaperones attending:

#      female List names and affiliation: Number to be decided.  
All will have current Background check on

#      male List names and affiliation: file w/ GC's.  
1 per 10 students minimum.

*("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")*

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Darrell Shepard, Principal

date approved 8/4/25

\_\_\_\_\_, Director of Schools

date approved \_\_\_\_\_

\_\_\_\_\_, Chairman, BOE

date approved \_\_\_\_\_

**Cultivate the Mind and Impact the Heart through Excellence and Equity**



**FIELD TRIP & EXCURSION REQUEST**  
FORM Out-of-State or Overnight

Name of the school: Greeneville High School

Person Requesting: Sam Hyde

Purpose of the Field Trip: APUSH/AP Gov Trip to Civil War Sites & D. C.

Destination of Field Trip: Gettysburg, PA/Antietam, MD & Harpers Ferry, WV/Washington DC.

Grade(s) of students attending: 11th/12th

Dates requested: Oct 6 - Oct 11 Departure Time: Oct 6 8:00 AM Return Time: Oct 11 8:30 PM

Approximate # of students to attend: Max 30

Number, names and affiliation of chaperones attending:

# 1 female List names and affiliation: Kim Francis, GHS SS Teacher

# 1 male List names and affiliation: Sam Hyde, GHS SS Teacher

*("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")*

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

Doug E. Nepal, Principal

date approved 8/8/25

\_\_\_\_\_, Director of Schools

date approved \_\_\_\_\_

\_\_\_\_\_, Chairman, BOE

date approved \_\_\_\_\_

**Cultivate the Mind and Impact the Heart through Excellence and Equity**

Kathryn W. Leonard Administrative Office  
129 W. Depot Street Greeneville, TN 37743-1420  
(423) 787-8000 | <http://www.gcschools.net>

Revised 9.25.2023

## Greeneville High School: Civil War Trip Outline (Tentative)

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Chaperones:

Samuel Hyde (Male)

Kim Francis (Female)

Fall Break: October 5-11

### October 6th

- Depart Greeneville on October 6<sup>th</sup> @ 8 AM (stop in Harrisonburg VA for lunch around noon)
  - Arrive at hotel in Gettysburg PA @ 5 PM (Country Inn and Suites Gettysburg \$94 a room)
  - Dinner @ shopping outlet by hotel.
- 

### October 7th

- Depart for Battlefield @ 8 AM. Breakfast at hotel.
  - Start at Battlefield Visitor Center. Student group tours are \$5 a student. Boxed lunches and two hour tour included for an extra \$175.
  - After lunch, commence walking tour and museum viewing.
  - Dinner in Gettysburg TBD.
  - Return to hotel @ 9 PM.
- 

### October 8th

- Depart for Antietam @ 8 AM. Breakfast at hotel, and check out.
- Start at Visitor center and do a walking tour of the battlefield. Finish at museum.
- Lunch in visitor center.
- Depart Antietam at 1 PM for Harper's Ferry.
- Arrive at hotel @ 1:30 PM. (Quality Inn Harper's Ferry. \$95 a room.)
- Depart for Harper's Ferry proper @ 2:00PM. Tour John Brown sites and museums in town.
- Dinner in Harpers Ferry @ 6 PM TDB
- Evening walk through Harpers Ferry, return to Hotel @ 9 PM

### **October 9th**

- Depart for Amtrak station in HF @ 6:00AM
  - Arrive in Washington DC @ 8:00AM
  - Tour the national capitol @ 9:30 AM. Go to National Archives.
  - Lunch in DC TBD. @ Noon
  - Tour the National Holocaust Museum
  - Dinner in DC @ 6PM. Train back to HF @7PM.
  - Arrive back to HF and Hotel at 8:30PM
- 

### **October 10th**

- Depart for Amtrak station in HF @ 6:00AM
- Arrive in Washington DC @ 8:00AM
- Walk to the White House and Tour the National Mall.
- Lunch @ Noon
- Tour the brand new National Army Museum
- Train back to HF @ 7:00PM
- Arrive back to HF and Hotel at 8:30PM

### **October 11th**

- Depart hotel @ 8 AM. Breakfast at hotel, and check out.
- Arrive at Appomattox VA Visitor Center @ 10:30 AM. Get lunch in town fast food.
- Tour historic site.
- Depart Appomattox @ 3 PM.
- Dinner in Bristol TN @ Pinnacle.
- Arrive at GHS at 8:30 PM.

This trip's costs will be funded by a friendly donation!

Trip Costs:

Bus Rental \$7900

Hotel #1- \$1692 For 9 Rooms for 2 Nights

Hotel #2- \$2565 For 9 Rooms for 3 Nights

Gettysburg Tour- \$325

Antietam and Harper's Ferry Tour- Free

Nation Capitol Tour- Free

Supreme Court Tour- Free

Smithsonian Museum Tours- Free

Amtrak to DC- \$768 For 32 Tickets for Two Days

Total Cost- \$13,250.00

Donated Cost Per Student: \$442.00

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Students will need to bring the following about to cover food and any gifts they purchase. There will be breakfast provided for every day and 1 lunch provided. The rest the student will need to cover.

Student Meal's to Cover: \$300.00



**FIELD TRIP & EXCURSION REQUEST  
FORM Out-of-State or Overnight**

Name of the school:

Person Requesting:

Purpose of the Field Trip:

Destination of Field Trip:

Grade(s) of students attending:

Dates requested:  Departure Time:  Return Time:

Approximate # of students to attend:

Number, names and affiliation of chaperones attending:

#  female List names and affiliation:

#  male List names and affiliation:

*("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex accompany students on overnight trips")*

All Greenville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will considered for approval.

*Rustin Adams*, Principal date approved *8/15/25*

\_\_\_\_\_, Director of Schools date approved \_\_\_\_\_

\_\_\_\_\_, Chairman, BOE date approved \_\_\_\_\_



FIELD TRIP & EXCURSION REQUEST  
FORM Out-of-State or Overnight

Name of the school: Greeneville High School

Person Requesting: Larry Blalock

Purpose of the Field Trip: Cross Country Meet Travel

Destination of Field Trip: Oakville, Alabama (Jesse Owens Classic)

Grade(s) of students attending: 9-12

Dates requested: October 3-4, 2025 Departure Time: 9:15AM Return Time: 10:00 PM

Approximate # of students to attend: 12-14

Number, names and affiliation of chaperones attending:

# 1 female List names and affiliation: Teresa Gibson - GMS Asst. Teacher / Parent

# 2 male List names and affiliation: Larry Blalock, Rusty Douthat - GHS coaches

("There must be at least one female and one male chaperone if the trip is for a mixed group. A chaperone of the same sex will accompany students on overnight trips")

All Greeneville City Schools guidelines for out-of-state and overnight field trips shall be followed in planning and conducting this field trip per BOE policy 4.302, and approval of my principal, the Director of Schools, and Board of Education is required. For an Overnight or Out-of-State Field Trip Request to be considered for approval, it must be received in the director of school's office 10 days prior to the scheduled date of the Board meeting at which it will be considered for approval.

[Signature], Principal date approved 8/22/25

\_\_\_\_\_, Director of Schools date approved \_\_\_\_\_

\_\_\_\_\_, Chairman, BOE date approved \_\_\_\_\_

**Cultivate the Mind and Impact the Heart through Excellence and Equity**

This sheet has been updated as of August 20, 2025, with preliminary information through July 2025

**GREENVILLE CITY SCHOOLS**  
**2025 - 2026**  
**ACTUAL LOCAL REVENUE COLLECTIONS**

	Property Tax		Property Tax - Prior Year		Clerk & Master		Interest & Penalty		Pick-up Taxes		In Lieu of - Local Utility		In Lieu of - Other	
	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026
July	\$ -	\$ 23.36	\$ 7,215.08	\$ 6,782.34	\$ 3,350.75	\$ 2,112.89	\$ 1,685.50	\$ 1,575.82	\$ -	\$ -	\$ 28,078.93	\$ 15,531.11	\$ 150.39	\$ 207.35
August														
September														
October														
November														
December														
January														
February														
March														
April														
May														
ADA Adj.														
June														
<b>Totals</b>	\$ -	\$ 23.36	\$ 7,215.08	\$ 6,782.34	\$ 3,350.75	\$ 2,112.89	\$ 1,685.50	\$ 1,575.82	\$ -	\$ -	\$ 28,078.93	\$ 15,531.11	\$ 150.39	\$ 207.35
<b>Commission</b>	\$ -	\$ 0.47	\$ 144.30	\$ 135.65	\$ 33.51	\$ 21.13	\$ 33.71	\$ 31.52	\$ -	\$ -	\$ 280.79	\$ 155.31	\$ 1.50	\$ 2.07
<b>Total Net</b>	\$ -	\$ 22.89	\$ 7,070.78	\$ 6,646.69	\$ 3,317.24	\$ 2,091.76	\$ 1,651.79	\$ 1,544.30	\$ -	\$ -	\$ 27,798.14	\$ 15,375.80	\$ 148.89	\$ 205.28
<b>Difference</b>		\$ 23.36		\$ (432.74)		\$ (1,237.86)		\$ (109.68)		\$ -		\$ (12,547.82)		\$ 56.96

	Sales Tax		Bank Excise Tax		Mixed Drink Tax		Statutory Local Tax		Marriage Licenses		Subtotal		2024-25% of Actual	2025-26% of Actual
	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026	2024-2025	2025-2026		
July	\$ 475,495.29	\$ 494,356.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.74	\$ 119.41	\$ 516,076.68	\$ 520,708.71	100.0%	100.0%
August											\$ -	\$ -	0.0%	0.0%
September											\$ -	\$ -	0.0%	0.0%
October											\$ -	\$ -	0.0%	0.0%
November											\$ -	\$ -	0.0%	0.0%
December											\$ -	\$ -	0.0%	0.0%
January											\$ -	\$ -	0.0%	0.0%
February											\$ -	\$ -	0.0%	0.0%
March											\$ -	\$ -	0.0%	0.0%
April											\$ -	\$ -	0.0%	0.0%
May											\$ -	\$ -	0.0%	0.0%
ADA Adj.											\$ -	\$ -	0.0%	0.0%
June											\$ -	\$ -	0.0%	0.0%
<b>Totals</b>	\$ 475,495.29	\$ 494,356.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 100.74	\$ 119.41	\$ 516,076.68	\$ 520,708.71		
<b>Commission</b>	\$ 4,754.95	\$ 4,943.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1.01	\$ 1.19	\$ 5,249.77	\$ 5,290.90		
<b>Total Net</b>	\$ 470,740.34	\$ 489,412.87	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99.73	\$ 118.22	\$ 510,826.91	\$ 515,417.81		
<b>Difference</b>		\$ 18,861.14		\$ -		\$ -		\$ -		\$ 18.67		\$ 4,632.03		

Total budgeted projection for 2025 - 2026 is \$ 9,755,325 The year-to-date collection of \$ 515,418 is 5.3% of the total budgeted projection.  
The amount collected year-to-date is \$ 4,632 more than this time last year. (This amount does not reflect commission fees.)

## Greeneville City Schools Comparative Summary of Revenue Collections For the Month Ended July 31, 2025

<u>LOCAL REVENUE</u>	2024-2025	2025-2026	Variance	Actual % Change
<b>Property Tax</b>	\$ -	\$ 23.36	\$ 23.36	100.00%
<b>Property Tax - Prior Year</b>	7,215.08	6,782.34	(432.74)	-6.00%
Clerk & Master	3,350.75	2,112.89	(1,237.86)	-36.94%
Interest & Penalty	1,685.50	1,575.82	(109.68)	-6.51%
Pick-Up Taxes	-	-	-	0.00%
In Lieu Of - Local Utility	28,078.93	15,531.11	(12,547.82)	-44.69%
In Lieu Of - Other	150.39	207.35	56.96	37.87%
<b>Sales Tax</b>	<b>475,495.29</b>	<b>494,356.43</b>	<b>18,861.14</b>	<b>3.97%</b>
Bank Excise Tax	-	-	-	0.00%
Mixed Drink Tax	-	-	-	0.00%
Statutory Local Taxes	-	-	-	0.00%
Marriage Licenses	100.74	119.41	18.67	18.53%
<b>Totals</b>	<b>\$ 516,076.68</b>	<b>\$ 520,708.71</b>	<b>\$ 4,632.03</b>	<b>0.90%</b>

*Note: Amounts reflected do not take into consideration commission fees. Property tax, Interest & Penalty and Pick-Up Tax commission fees are calculated at 2% of total collections, while all other categories are calculated at 1% of total collections.*

*\* Total budgeted amount of local revenue attributable to the GTC is \$567,916*

<u>BEP/TISA REVENUE</u>	2024-2025	2025-2026	Variance
July	\$ 498,328.00	\$ 646,810.66	\$ 148,482.66
August			\$ -
September			\$ -
October			\$ -
November			\$ -
December			\$ -
January			\$ -
February			\$ -
March			\$ -
April			\$ -
May			\$ -
June			\$ -
<b>Totals</b>	<b>\$ 498,328.00</b>	<b>\$ 646,810.66</b>	<b>\$ 148,482.66</b>

# Greeneville City Schools General Purpose Financial Report For the Month of July 2025

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<b><u>REVENUE</u></b>					
34760	Assigned for Instruction	\$ -	\$ -	246,918.00	0.0%
39000	Unassigned Fund Balance	\$ -	\$ -	58,668.00	0.0%
40000	Local Taxes			9,806,960.00	0.0%
41000	Marriage Licenses			1,209.00	0.0%
43511	Tuition	\$ 256,341.41	\$ 256,341.41	764,925.00	33.5% (1)
43570	Receipts from Individual Schools	\$ -	\$ -	173,568.00	0.0%
44000	Other Local Revenue	\$ 11,651.85	\$ 11,651.85	285,626.00	4.1%
46000	State Education Funds	\$ 544,458.40	\$ 544,458.40	22,699,444.00	2.4%
47600	Direct Federal Funds (ROTC)	\$ -	\$ -	81,374.00	0.0%
49000	City Appropriation, Indirect Cost, & Insurance Recovery	\$ -	\$ -	6,029,854.00	0.0%
	<b>Total Revenues</b>	<b>\$ 812,451.66</b>	<b>\$ 812,451.66</b>	<b>\$ 40,148,546.00</b>	<b>2.0%</b>
<b><u>EXPENDITURES</u></b>					
		<b>MTD</b>	<b>YTD</b>		
71100	Regular Instruction	\$ 515,134.33	\$ 515,134.33	\$ 18,387,885.00	2.8%
71150	Alternative Instruction	2,070.01	2,070.01	186,329.00	1.1%
71200	Special Education	34,677.05	34,677.05	2,936,396.00	1.2%
71300	Vocational Education	10,132.10	10,132.10	1,326,009.00	0.8%
71400	Student Body	-	-	500.00	0.0%
72110	Attendance	75,379.64	75,379.64	131,369.00	57.4% (3)
72120	Health Services	11,710.82	11,710.82	480,242.00	2.4%
72130	Other Student Support	30,163.51	30,163.51	1,873,271.00	1.6%
72210	Regular Instruction Support	98,120.95	98,120.95	1,309,351.00	7.5%
72220	Special Education Support	10,925.99	10,925.99	343,413.00	3.2%
72230	Vocational Education Support	-	-	2,400.00	0.0%
72250	Technology	159,898.26	159,898.26	1,174,312.00	13.6%
72310	Board of Education	423,327.01	423,327.01	1,027,562.00	41.2% (2)
72320	Office of Director	49,239.07	49,239.07	613,699.00	8.0%
72410	Office of Principal	168,666.09	168,666.09	2,488,969.00	6.8%
72510	Fiscal Services	28,881.86	28,881.86	402,339.00	7.2%
72520	Human Resources	51,970.16	51,970.16	383,151.00	13.6% (3)
72610	Operation of Plant	379,240.84	379,240.84	2,809,225.00	13.5% (3)
72620	Maintenance of Plant	116,881.15	116,881.15	1,168,805.00	10.0%
72710	Transportation	29,559.18	29,559.18	1,128,792.00	2.6%
73300	Community Services	-	-	20,000.00	0.0%
73400	Early Childhood Education	8,916.12	8,916.12	640,450.00	1.4%
76100	Capital Outlay	12,968.13	12,968.13	868,500.00	1.5%
81300	Education Debt Service	-	-	370,487.00	0.0%
99100	Operating Transfers	-	-	75,000.00	0.0%
	<b>Total Expenditures</b>	<b>\$ 2,217,862.27</b>	<b>\$ 2,217,862.27</b>	<b>\$ 40,148,456.00</b>	<b>5.5%</b>
	<b>Net Revenue (Expense)</b>	<b>\$ (1,405,410.61)</b>	<b>\$ (1,405,410.61)</b>		

## Explanation of Footnotes

(1) Tuition Count as of 08/26/2025 is 581 Students

(2) 2025-2026 Liability and Workers' Compensation Insurance Payments Reflected

(3) Reflects Routine Encumbrances for Liability Insurance Policies, Software, and Supplies

(4) Encumbrances Total \$ 2,153,191

# Greeneville City Schools Federal Projects Financial Report For the Month of July 2025

<u>REVENUE</u>	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
Carl Perkins	\$ -	\$ -	\$ 51,925.00	0.0%
Carl Perkins Reserve	\$ -	\$ -	\$ 50,000.00	0.0%
Consolidated Administration	\$ -	\$ -	\$ 120,738.00	0.0%
Title I-A	\$ -	\$ -	636,687.00	0.0%
Title I-A Neglected	\$ -	\$ -	60,152.00	0.0%
Title II-A	\$ -	\$ -	88,699.00	0.0%
Title III	\$ -	\$ -	15,997.00	0.0%
Title IV	\$ -	\$ -	60,168.00	0.0%
IDEA Part B	\$ -	\$ -	707,336.00	0.0%
IDEA Pre-School	\$ -	\$ -	14,719.00	0.0%
21st Century	\$ -	\$ -	276,250.00	0.0%
<b>Total Revenues</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 2,082,671.00</b>	<b>0.0%</b>

<u>EXPENDITURES</u>	<u>MTD</u>	<u>YTD</u>	Total Budget	YTD % of Total Budget
Carl Perkins	\$ -	\$ -	\$ 51,925.00	0.0%
Consolidated Administration	\$ 9,126.87	\$ 9,126.87	\$ 113,250.00	8.1%
Title I-A	\$ 5,095.95	\$ 5,095.95	642,807.00	0.8%
Title I-A Neglected	\$ -	\$ -	70,528.00	0.0%
Title II-A	\$ 6,002.92	\$ 6,002.92	97,460.00	6.2%
Title III	\$ -	\$ -	12,294.00	0.0%
Title IV	\$ 704.30	\$ 704.30	49,819.00	1.4%
Title V	\$ -	\$ -	92,026.00	0.0%
IDEA Part B	\$ 21,238.53	\$ 21,238.53	709,247.00	3.0%
IDEA Pre-School	\$ -	\$ -	14,619.00	0.0%
<b>Total Expenditures</b>	<b>\$ 42,168.57</b>	<b>\$ 42,168.57</b>	<b>\$ 1,853,975.00</b>	<b>2.3%</b>

<b>Net Revenue (Expense)</b>	<b>\$ (42,168.57)</b>	<b>\$ (42,168.57)</b>	<b>\$ 228,696.00</b>	
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\*Encumbrances Total \$67,762

# Greeneville City Schools General Purpose Financial Report For the Month of June 2025

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<b><u>REVENUE</u></b>					
34760	Assigned for Instruction	\$ -	\$ -	328,632.00	0.0%
34765	Assigned for Support Services	\$ -	\$ -	20,558.00	0.0%
34785	Assigned for Capital Projects	\$ -	\$ -	115,767.00	0.0%
34790	Assigned for Other Purposes	\$ -	\$ -	138,868.00	0.0%
39000	Unassigned Fund Balance	\$ -	\$ -	923,802.00	0.0%
40000	Local Taxes	\$ 1,125,228.82	\$ 8,950,910.33	8,521,151.00	105.0%
41000	Marriage Licenses	\$ 222.89	\$ 1,119.15	1,005.00	111.4%
43511	Tuition	\$ 1,746.42	\$ 736,397.47	748,335.00	98.4%
43570	Receipts from Individual Schools	\$ 52,389.55	\$ 191,906.22	164,650.00	116.6%
44000	Other Local Revenue	\$ 39,750.58	\$ 230,523.32	194,206.00	118.7%
46000	State Education Funds	\$ 3,075,461.74	\$ 23,633,597.36	23,118,009.00	102.2%
47100	Federal Through State Grants	\$ -	\$ -	50,000.00	0.0%
47590	Other Federal Funds	\$ -	\$ 13,113.71	59,068.00	N/A
47600	Direct Federal Funds (ROTC)	\$ 13,308.44	\$ 79,850.64	55,493.00	143.9%
49000	Operating Transfers & Insurance Recovery	\$ 1,644,553.71	\$ 6,978,587.20	7,199,874.00	96.9%
	<b>Total Revenues</b>	<b>\$ 5,952,662.15</b>	<b>\$ 40,816,005.40</b>	<b>\$ 41,639,418.00</b>	<b>98.0%</b>
<b><u>EXPENDITURES</u></b>					
		<b>MTD</b>	<b>YTD</b>		
71100	Regular Instruction	\$ 3,429,321.19	\$ 18,807,332.14	\$ 19,044,263.00	98.8%
71150	Alternative Instruction	23,545.08	177,792.72	179,000.00	99.3%
71200	Special Education	532,223.81	2,835,376.48	2,855,861.00	99.3%
71300	Vocational Education	90,682.68	1,202,445.18	1,204,669.00	99.8%
71400	Student Body	-	120.00	500.00	24.0%
72110	Attendance	13,054.59	154,665.38	161,050.00	96.0%
72120	Health Services	60,996.31	452,108.61	494,290.00	91.5%
72130	Other Student Support	150,091.78	1,398,797.74	1,404,941.00	99.6%
72210	Regular Instruction Support	142,399.35	1,242,789.41	1,493,490.00	83.2%
72220	Special Education Support	(32,562.98)	333,256.11	334,787.00	99.5%
72230	Vocational Education Support	2,243.69	4,362.95	12,506.00	34.9%
72250	Technology	133,138.03	959,175.40	1,081,888.00	88.7%
72310	Board of Education	38,806.55	919,002.76	942,495.00	97.5%
72320	Office of Director	51,717.09	608,122.07	624,169.00	97.4%
72410	Office of Principal	232,690.17	2,292,751.49	2,309,424.00	99.3%
72510	Fiscal Services	36,381.84	409,502.80	410,995.00	99.6%
72520	Human Resources	36,191.63	399,256.12	404,686.00	98.7%
72610	Operation of Plant	234,766.84	2,484,515.70	2,559,099.00	97.1%
72620	Maintenance of Plant	64,361.21	1,120,188.84	1,186,420.00	94.4%
72710	Transportation	159,060.09	1,238,369.70	1,353,539.00	91.5%
73100	School Nutrition	14,724.06	20,018.41	27,395.00	73.1%
73300	Community Services	4,250.34	9,001.14	33,412.00	26.9%
73400	Early Childhood Education	100,143.36	625,934.86	634,282.00	98.7%
76100	Capital Outlay	1,440,093.33	1,748,843.43	2,046,225.00	85.5%
81300	Education Debt Service	-	328,400.00	328,400.00	100.0%
99100	Operating Transfers	33,000.00	510,943.00	511,632.00	99.9%
	<b>Total Expenditures</b>	<b>\$ 6,991,320.04</b>	<b>\$ 40,283,072.44</b>	<b>\$ 41,639,418.00</b>	<b>96.7%</b>
	<b>Net Revenue (Expense)</b>	<b>\$ (1,038,657.89)</b>	<b>\$ 532,932.96</b>		

## Explanation of Footnotes

(1) EOY Tuition Count was 584 Students

# Greeneville City Schools

## Federal Projects Financial Report

### For the Month of June 2025

<u>REVENUE</u>	<u>Month-to-Date</u>	<u>Year-to-Date</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Carl Perkins	\$ 23,583.93	\$ 53,447.23	\$ 53,447.00	100.0%
Consolidated Administration	\$ 11,021.73	\$ 116,033.97	\$ 118,250.00	98.1%
Title I-A	\$ 141,096.77	\$ 659,129.88	726,666.00	90.7%
Title I-A Neglected	\$ 18,609.03	\$ 64,402.39	64,402.00	100.0%
Title II-A	\$ 22,801.17	\$ 100,224.77	144,812.00	69.2%
Title III	\$ 4,050.69	\$ 15,751.25	17,473.00	90.1%
Title IV	\$ 13,895.85	\$ 44,576.47	50,401.00	88.4%
21st Century	\$ 127,366.77	\$ 276,250.00	276,250.00	100.0%
Title V	\$ 31,917.81	\$ 105,013.72	109,686.00	95.7%
ARP Homeless	\$ -	\$ 1,215.80	1,216.00	100.0%
IDEA Part B	\$ 279,983.13	\$ 915,417.47	1,064,062.00	86.0%
IDEA Pre-School	\$ -	\$ 14,774.00	14,774.00	100.0%
Secondary Transition Indicator Grant	\$ 520.00	\$ 520.00	520.00	100.0%
ESSER 3.0	\$ -	\$ 50,618.45	50,618.00	100.0%
McKinney-Vento Hurricane Relief	\$ -	\$ -	5,000.00	0.0%
<b>Total Revenues</b>	<b>\$ 674,846.88</b>	<b>\$ 2,417,375.40</b>	<b>\$ 2,697,577.00</b>	<b>89.6%</b>

<u>EXPENDITURES</u>	<u>MTD</u>	<u>YTD</u>	<u>Total Budget</u>	<u>YTD % of Total Budget</u>
Carl Perkins	\$ 22,395.32	\$ 53,447.23	\$ 53,447.00	100.0%
Consolidated Administration	\$ 8,901.02	\$ 116,033.97	\$ 118,250.00	98.1%
Title I-A	\$ 120,140.18	\$ 659,129.88	726,666.00	90.7%
Title I-A Neglected	\$ 9,304.51	\$ 64,402.39	64,402.00	100.0%
Title II-A	\$ 9,011.42	\$ 100,224.77	144,812.00	69.2%
Title III	\$ (170.20)	\$ 15,751.25	17,473.00	90.1%
Title IV	\$ 6,343.27	\$ 44,576.47	50,401.00	88.4%
21st Century	\$ 59,241.22	\$ 276,250.00	276,250.00	100.0%
Title V	\$ 15,707.23	\$ 105,013.72	109,686.00	95.7%
ARP Homeless	\$ -	\$ 1,215.80	1,216.00	100.0%
IDEA Part B	\$ 116,085.03	\$ 915,417.47	1,064,062.00	86.0%
IDEA Pre-School	\$ -	\$ 14,774.00	14,774.00	100.0%
Secondary Transition Indicator Grant	\$ 520.00	\$ 520.00	520.00	100.0%
ESSER 3.0	\$ -	\$ 50,618.45	50,618.00	100.0%
McKinney-Vento Hurricane Relief	\$ -	\$ -	5,000.00	0.0%
<b>Total Expenditures</b>	<b>\$ 367,479.00</b>	<b>\$ 2,417,375.40</b>	<b>\$ 2,697,577.00</b>	<b>89.6%</b>

<b>Net Revenue (Expense)</b>	<b>\$ 307,367.88</b>	<b>\$ -</b>	<b>\$ -</b>	
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**Greenville City Schools  
Greene Technology Center Financial Report  
For the Month of June 2025**

Account #	Description	Month-to-Date	Year-to-Date	Total Budget	YTD % of Total Budget
<b><u>REVENUE</u></b>					
34590	Restricted for Other Purposes			\$ 17,929.00	0.0%
39000	Unassigned Fund Balance	\$ -	\$ -	\$ 347,372.00	0.0%
40000	Local Taxes	(20,862.29)	490,198.21	567,845.00	86.3% (1)
41000	Marriage Licenses	1.31	65.21	71.00	91.8% (1)
43542	Contracts with Other LEAs (Greene County)	-	592,437.00	592,437.00	100.0% (2)
44000	Other Local Revenue & Miscellaneous Refunds	17,674.55	103,907.19	108,543.00	95.7%
46510	TISA	-	313,345.00	313,345.00	100.0% (1)
49000	Operating Transfer (Grv City) & Insurance Recovery	33,000.00	245,456.00	213,956.00	114.7% (1)
	<b>Total Revenues</b>	<b>\$ 29,813.57</b>	<b>\$ 1,745,408.61</b>	<b>\$ 2,161,498.00</b>	<b>80.7%</b>
<b><u>EXPENDITURES</u></b>					
71300	Vocational Education	\$ 138,062.81	\$ 964,229.23	\$ 970,986.00	99.3%
72130	Other Student Support	30,110.55	118,226.78	122,469.00	96.5%
72250	Technology	5,675.70	67,779.44	67,905.00	99.8%
72310	Board of Education	13,754.61	146,300.08	148,995.00	98.2%
72410	Office of Principal	43,009.64	322,574.01	329,061.00	98.0%
72610	Operation of Plant	19,280.23	232,118.84	233,402.00	99.5%
72620	Maintenance of Plant	378.36	20,807.60	22,996.00	90.5%
76100	Capital Outlay	-	3,714.50	5,000.00	74.3%
99100	Transfers Out	260,684.00	260,684.00	260,684.00	100.0%
	<b>Total Expenditures</b>	<b>\$ 510,955.90</b>	<b>\$ 2,136,434.48</b>	<b>\$ 2,161,498.00</b>	<b>98.8%</b>
	<b>Net Revenue (Expense)</b>	<b>\$ (481,142.33)</b>	<b>\$ (391,025.87)</b>		

**Explanation of Footnotes**

- (1) Revenues Allocated to GTC are Paid in Equal Installments from GCS Over 9 Months- Beginning in August; Then Adjusted Per Actual Revenue for June
- (2) Represents Total Amount Received From Greene County Schools

BID ENVELOPE

PROJECT: Generator Relocation  
Greene Tech Center  
Greeneville, Tennessee

BIDDERS NAME and ADDRESS

ALLEN BROTHERS CONSTRUCTION

546 EASTERN STAR RD.

KINGSPORT, TN. 37663

LICENSE NUMBER 41851

CLASSIFICATION BC, CE, CMC, HC, HRA + MU

EXPIRATION DATE MARCH 31, 2027

SUBCONTRACTOR INFORMATION

MASONRY

License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

PLUMBING

License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

HVAC

License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

ELECTRICAL ALLEN BROTHERS CONSTRUCTION

License Number 41851 Classification BC, CE, CMC, HC, HRA + MU  
Expiration MARCH 31, 2027

GEOTHERMAL

License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

Contractors submitting bids less than \$25,000 are not required to fill in the License Number or Classification.

CHECK-IN TIME 1:52 pm

**SECTION 00300**

**BID FORM**

**PROJECT**  
Generator Relocation  
Greene Tech Center  
1121 Hal Henard Road  
Greeneville, Tennessee

The Contractor acknowledges in submitting this Bid that:

1. The Contractor has received, read, and understands the documents and that this bid is made in accordance therewith.
2. The Contractor has visited the site and is familiar with conditions and constraints within which the Scope of Work is to be performed; and has correlated all observations with the requirements of the Contract Documents.
3. The required Bid Security, in the amount of five percent (5%) of the total amount of bid, is attached hereto.
4. Failure to complete the Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of the Bid.
5. The Contractor has received the following addenda:  
Addendum No. 1 dated 7/24/25  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
6. The person who signs this Bid on behalf of the Contractor is required to be legally empowered to bind the Contractor to a contract.

The Bidder agrees to:

1. Honor this Bid for a period of forty-five (45) days following the date of scheduled opening of Bid.
2. Enter into and execute a Contract, if presented on the basis of this Bid, and furnish all bonds required and any certificates of insurance required.
3. Accomplish the Work in accordance with the Contract Documents.


**QUOTATION:**

**BASE BID:**

FIFTY-EIGHT THOUSAND, SEVENTY FOUR and 00 /100ths dollars  
\$ 58,074.00

Number of Calendar Days to complete Scope of Work: 21 days

Submitted by: ALLEN BROTHERS CONSTRUCTION INC.

Authorized signature:  date 7/29/25

Type or print Name and title: ANDY ALLEN - PRESIDENT

On behalf of: Name of Bidder ALLEN BROTHERS CONSTRUCTION

Bidders address: 546 EASTERN STAR RD.  
KINGSPORT, TN. 37663

Bidders telephone number: (423) 349-7666

Bidders e-mail address: jody.hood@allenbrothers.construction

License Number: 41851

END OF SECTION 00300

# Westfield Insurance Company

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Allen Brothers Construction, Inc.  
546 Eastern Star Road  
Kingsport, TN 37663

### SURETY:

(Name, legal status and principal place of business)

Westfield Insurance Company  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### OWNER:

(Name, legal status and address)

Greeneville City Schools  
129 W. Depot St.  
Greeneville, TN 37743

**BOND AMOUNT:** 5% Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Generator Relocation  
Greene Tech Center  
1121 Hal Hebard Road  
Greeneville, TN 37743

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of July, 2025.

Allen Brothers Construction, Inc.

(Principal)

(Seal)

By:

Westfield Insurance Company

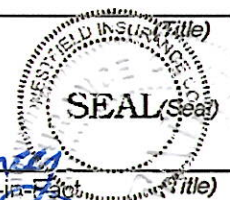
(Surety)

By:

Christie Swinney

, Attorney-in-Fact

(Title)



\_\_\_\_\_  
(Witness)

*Scott Carter*

Scott Carter (Witness)

Printed with permission from The American Institute of Architects (AIA) and the Surety & Fidelity Association of America (SFAA) by Westfield Group®. Westfield Group vouches that the language in the document conforms exactly to the language used in AIA Document A310™ 2010.

BD5084 OFWWN (10/2010)

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint **Christie Swinney**

of Johnson City and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver the following bond:

**Surety Bond Number:** Bid Bond  
**Principal:** Allen Brothers Construction, Inc.  
**Obligee:** Greeneville City Schools

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

*The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary.*

*"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).*

*In Witness Whereof,* WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 01st day of July A.D. 2025.

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY


By:   
**Gary W. Stumper, National Surety Leader and Senior Executive**

State of Ohio  
County of Medina ss:

On this 01st day of July A.D. 2025, before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Medina, OH**; that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals, that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



  
**David A. Kotnik, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss:

I, **Kathleen Golovan**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

*In Witness Whereof,* I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 29th day of July A.D. 2025



  
**Kathleen Golovan**  
Chief Administrative Officer & Corporate Secretary



<b><u>BID TAB</u></b>				
<b><u>PROJECT</u></b>				
	<b>Generator Relocation Greene Tech Center Greeneville, Tennessee</b>			
<b><u>BID DATE</u></b>	<b>Tuesday, July 29, 2025 at 2:00 p.m.</b>			
<b>Bidder of Record</b>	<b>Addendum</b>	<b>Security</b>	<b>Base Bid</b>	<b>Calendar Days</b>
Acorn Electrical				
License No.				
Allen Brothers Construction Inc. 546 Eastern Star Road Kingsport, Tennessee 37663 License No. <b>41851</b>	<b>1</b>	<b>X</b>	<b>\$58,074.00</b>	<b>21</b>
C & C Millwright Maintenance Co., Inc. P.O. Box 970 Greeneville, Tennessee 37744 License No. <b>14967</b>	<b>1</b>	<b>X</b>	<b>\$67,940.00</b>	<b>30</b>
Integration Technology LLC 1508 9th Avenue Knoxville, Tennessee 37917 License No.				
License No.				

PROJECT: Generator Relocation  
Greene Tech Center  
Greeneville, Tennessee

**BIDDERS NAME and ADDRESS**

C and C Millwright Maintenance Co., Inc.  
PO Box 970  
Greeneville, TN 37744

LICENSE NUMBER 14967  
CLASSIFICATION BC; CMC; CE; Mu-B  
EXPIRATION DATE 05/31/2027

**SUBCONTRACTOR INFORMATION**

MASONRY \_\_\_\_\_  
License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

PLUMBING \_\_\_\_\_  
License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

HVAC \_\_\_\_\_  
License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

ELECTRICAL Acorn Electrical Specialist, Inc  
License Number 29586 Classification CE  
Expiration 12/31/2026

GEOHERMAL \_\_\_\_\_  
License Number \_\_\_\_\_ Classification \_\_\_\_\_  
Expiration \_\_\_\_\_

Contractors submitting bids less than \$25,000 are not required to fill in the License Number or Classification.

CHECK-IN TIME 1:50 PM

SECTION 00300

BID FORM

PROJECT  
Generator Relocation  
Greene Tech Center  
1121 Hal Henard Road  
Greeneville, Tennessee

The Contractor acknowledges in submitting this Bid that:

1. The Contractor has received, read, and understands the documents and that this bid is made in accordance therewith.
2. The Contractor has visited the site and is familiar with conditions and constraints within which the Scope of Work is to be performed; and has correlated all observations with the requirements of the Contract Documents.
3. The required Bid Security, in the amount of five percent (5%) of the total amount of bid, is attached hereto.
4. Failure to complete the Bid Form, provide required attachments, or comply otherwise with the Instructions to Bidders, may be cause for rejection of the Bid.
5. The Contractor has received the following addenda:  
Addendum No. 1 dated 07/24/2025  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_ dated \_\_\_\_\_
6. The person who signs this Bid on behalf of the Contractor is required to be legally empowered to bind the Contractor to a contract.

The Bidder agrees to:

1. Honor this Bid for a period of forty-five (45) days following the date of scheduled opening of Bid.
2. Enter into and execute a Contract, if presented on the basis of this Bid, and furnish all bonds required and any certificates of insurance required.
3. Accomplish the Work in accordance with the Contract Documents.

**QUOTATION:**

**BASE BID:**

Sixty-Seven thousand Nine hundred forty and 00 /100ths dollars  
\$ 67,940.00

Number of Calendar Days to complete Scope of Work: 30 days

Submitted by: C and C Millwright Maintenance Co., Inc.

Authorized signature: Kenny Rednour date 7/29/25

Type or print Name and title: Kenny Rednour Project Manager

On behalf of: Name of Bidder C and C Millwright Maintenance Co., Inc.

Bidders address: PO Box 970  
Greeneville, TN 37744

Bidders telephone number: (423) 639-0131

Bidders e-mail address: bcknight@ccmillwright.com

License Number: 14967

END OF SECTION 00300

# AIA Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**

*(Name, legal status and address)*  
C&C Millwright Maintenance, Inc.  
PO Box 970  
Greeneville, TN 37744

**SURETY:**

*(Name, legal status and principal place of business)*  
Great American Insurance Company  
301 E. Fourth Street  
Cincinnati, OH 45202

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

**OWNER:**

*(Name, legal status and address)*  
Greeneville City Schools  
Greeneville, TN 37743

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**BOND AMOUNT: Five Percent of the Amount Bid (5%)**

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
**GENERATOR RELOCATION GREENE TECH CENTER GREENEVILLE TN**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

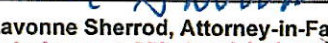
Signed and sealed this 29th day of July, 2025.

  
\_\_\_\_\_  
*(Witness)*

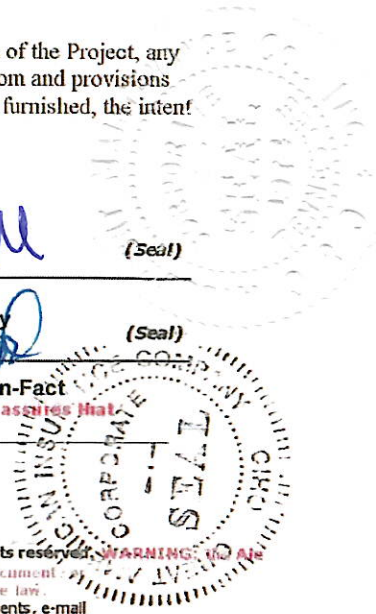
  
\_\_\_\_\_  
*(Witness)*

C&C Millwright Maintenance, Inc.  
*(Principal)*  \_\_\_\_\_ *(Seal)*

*(Title)*   
Great American Insurance Company  
*(Surety)* \_\_\_\_\_ *(Seal)*

*(Title)*   
Lavonne Sherrod, Attorney-in-Fact

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assumes that changes will not be obscured**



**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 22729

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
WILLIAM M. THOMAS	ALL OF	ALL
JAMES F. OAKES	KNOXVILLE, TENNESSEE	\$100,000,000
LAVONNE SHERROD		
CHARLES C. MARTIN		
LEANNE HAMMONS		
MEGAN E. FORD		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 20TH day of JUNE 2025



*Stephen C. Beraha*  
Assistant Secretary

*John K. Webster*  
Divisional Senior Vice President

JOHN K. WEBSTER (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 20TH day of JUNE, 2025, before me personally appeared JOHN K. WEBSTER, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**SUSAN A KOHORST**  
Notary Public  
State of Ohio  
My Comm. Expires  
May 18, 2030

*Susan A Kohorst*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

*RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.*

*RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.*

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 29th day of July, 2025



*Stephen C. Beraha*  
Assistant Secretary

**RESOLUTION**

**A RESOLUTION AUTHORIZING GREENEVILLE CITY SCHOOLS TO PARTICIPATE IN Public Entity Partners "Safety Partners" MATCHING GRANT PROGRAM.**

\* \* \* \* \*

WHEREAS, the safety and well-being of the employees of Greeneville City Schools is of the greatest importance; and

WHEREAS, all efforts shall be made to provide a safe and hazard-free workplace for Greeneville City School employees; and

WHEREAS PEP seeks to encourage the establishment of a safe workplace by offering a "Safety Partners" Matching Grant Program"; and

WHEREAS, Greeneville City Schools now seeks to participate in this important program.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF EDUCATION OF GREENEVILLE CITY SCHOOLS OF GREENEVILLE, TENNESSEE the following:

SECTION 1. Greeneville City Schools is hereby authorized to submit application for a "Safety Partners" Matching Grant Program through PEP.

SECTION 2. Greeneville City Schools is further authorized to provide a matching sum to serve as a match for any monies provided by this grant.

Resolved this 26<sup>th</sup> day of August in the year of 2025.

\_\_\_\_\_  
Chairman Board of Education

ATTEST:

\_\_\_\_\_  
Director of Greeneville City Schools

\_\_\_\_\_  
CFO Greeneville City Schools



# Proposal

Proposal is valid for 15 days.

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

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

**Prepared For:** All Bidders

**Date:** August 19, 2025

**Job Name:**

Eastview School Gym 080725

**Proposal Number:** J3-34158-2467-1

**Opportunity ID:** 8348339

**Delivery Terms:**

Freight Allowed and Prepaid - F.O.B. Factory

**COOP Quote Number:** J3-305197-25-001

**COOP or Federal Contract ID:** OMNIA Racine #3341

**Payment Terms:** Net 30 Days

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

**Tag Data - Water-Source Comfort Systems (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
A1	GEHV-1	1	Standard Efficiency WSHP (GEHV)	GEHK09031*0CB0RLD0101001000000000A

**Product Data - Water-Source Comfort Systems**

**Item: A1 Qty: 1 Tag(s): GEHV-1**

- New Release
- Standard efficiency horizontal
- 7 1/2 ton nominal size
- 208 volt/60 hertz/3 phase power supply
- Copper
- Heating and cooling refrigerant circuit
- Blower drive package C
- 35 deg freeze protection
- Right supply air arrangement
- Left return air arrangement
- Deluxe 24v controls
- Condensate overflow sensor
- Matte Face Insulation
- 1" throwaway filter
- Enhanced sound attenuation package
- Standard piping configuration
- Standard design
- Polymer drain pan
- 2 Supply & return hoses (Field Installed)
- 2 Supply & return ball valves (Field Installed)
- 3/4 " clear vinyl condensate drain hose (Field Installed)
- 5 year parts and labor warranty
- Startup by Trane

**Items Not Included - Water-Source Comfort Systems**

Power or control wiring, external vibration isolation, hydronic piping or specialties, spare filters, smoke detectors, owner training.

Total Net Price (excluding sales tax) ..... \$ 15,054

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportals.aspx">https://trane.certifytax.com/custportals.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
---	---

Sincerely,

**Amelia Goodyear**  
**Trane U.S. Inc.**  
10384 Wallace Alley Street  
Kingsport, TN 37663  
Office Phone: (423) 224-1150

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

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

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

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

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

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

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

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

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

**7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work 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. 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. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**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 (0225)  
Supersedes 1-26.130-4(1024)

## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the

purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data; Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data; Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,

custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



# Proposal

Proposal is valid for 15 days.

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

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

**Prepared For:** All Bidders

**Date:** August 19, 2025

**Job Name:**

GCS Band Room Unit 121724

**Proposal Number:** J3-33633-2469-1

**Opportunity ID:** 8005102

**Delivery Terms:**

Freight Allowed and Prepaid - F.O.B. Factory

**COOP Quote Number:** J3-305197-25-002

**COOP or Federal Contract ID:** OMNIA Racine #3341

**Payment Terms:** Net 30 Days

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

**Tag Data - Water-Source Comfort Systems (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
A1	7.5T WSHP	1	Rooftop WSHP (GS) (RTUWSHP)	GSK090A4S00**00C00001000000000000****001B

**Product Data - Water-Source Comfort Systems**

**Item: A1 Qty: 1 Tag(s): 7.5T WSHP**

- Standard Ship Cycle - 3-10T
- Rooftop WSHP
- Standard Efficiency
- R-454B
- 7.5 Ton
- Current Design Sequence
- 460/60/3
- Symbio 700
- Multi-speed Motor
- Hinged Access Panels with 2-in MERV 8
- Advanced Controls and BACnet BAS
- Standard Refrigeration Option
- Standard (5K) SCCR Marking
- Copper-Water Coil
- 35F (For Water Loop)
- Room sensor with temperature adjustment
- Condensate Overflow Switch
- 5 year parts and labor warranty
- Curb Adapter (Fld)
- Startup by Trane

**Items Not Included - Water-Source Comfort Systems**

Power or control wiring, external vibration isolation, hydronic piping or specialties, spare filters, smoke detectors, owner training.

Total Net Price (excluding sales tax) ..... \$25,027

Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportals.aspx">https://trane.certifytax.com/custportals.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
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Sincerely,

**Amelia Goodyear**  
**Trane U.S. Inc.**  
 10384 Wallace Alley Street  
 Kingsport, TN 37663  
 Office Phone: (423) 224-1150

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

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

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

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

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

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

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

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

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

**7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work 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. 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. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**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 (0225)  
Supersedes 1-26.130-4(1024)

## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the

purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,

custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2



# Proposal

Proposal is valid for 15 days.

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

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

**Prepared For:** All Bidders

**Date:** August 19, 2025

**Job Name:**

GCS Hal Henard Gym 020325

**Proposal Number:** J3-33725-2468-1

**Opportunity ID:** 8061148

**Delivery Terms:**

Freight Allowed and Prepaid - F.O.B. Factory

**COOP Quote Number:** J3-305197-25-003

**COOP or Federal Contract ID:** OMNIA Racine #3341

**Payment Terms:** Net 30 Days

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

**Tag Data - Water-Source Comfort Systems (Qty: 1)**

Item	Tag(s)	Qty	Description	Model Number
A1	RTUWSHP-1	1	Rooftop WSHP (GS) (RTUWSHP)	GSK240A4S00**P0C0A1010002000000000**** 001B

**Product Data - Water-Source Comfort Systems**

**Item: A1 Qty: 1 Tag(s): RTUWSHP-1**

- Rooftop WSHP
- Standard Efficiency
- R-454B
- 20 Ton
- 460/60/3
- Symbio 700
- Downflow Low Leak Econ, CE with BR
- Multi-speed Motor
- Hinged Access Panels with 2-in MERV 8
- Electric
- Non-Fused Disconnect Switch
- Advanced Controls and BACnet BAS
- Standard Refrigeration Option
- Condensate Overflow Switch (COS)
- Standard (5K) SCCR Marking
- 35F (For Water Loop)
- CO2 wall mounted
- Programmable zone sensor - Title 24
- 5 year parts and labor warranty
- Startup by Trane Technologies

**Items Not Included - Water-Source Comfort Systems**

Power or control wiring, external vibration isolation, hydronic piping or specialties, spare filters, smoke detectors, owner training.

Total Net Price (excluding sales tax) ..... \$55,277.00

*Trane shall have the right, at its discretion, to pass along any related increases should (1) its costs related to the manufacture, supply, and shipping for any product or service materially increase. 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 and/or (2) any tariffs, taxes, levies or fees affecting, placed on or related to any product or service materially increases.*

Tax Status: Taxable <input type="checkbox"/> Exempt <input type="checkbox"/>	If you are claiming an exemption from sales tax on this project, please submit a completed exemption certificate for both the jobsite location state and the state where the equipment will be delivered (if different from the jobsite). You can submit the relevant state exemption certificate at the following link: <a href="https://trane.certifytax.com/custportalas.aspx">https://trane.certifytax.com/custportalas.aspx</a> . You will receive an email indicating approval or rejection within 1-2 business days. If your exemption claim is rejected, sales tax will be billed based on the state where the equipment was delivered. For any questions, please email: <a href="mailto:financial_services-tax_department@tranetechnologies.com">financial_services-tax_department@tranetechnologies.com</a> .
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Sincerely,

**Amelia Goodyear**  
**Trane U.S. Inc.**  
10384 Wallace Alley Street  
Kingsport, TN 37663  
Office Phone: (423) 224-1150

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

**TERMS AND CONDITIONS - COMMERCIAL EQUIPMENT**

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

**1. Acceptance.** These terms and conditions are an integral part of Company's offer and form the basis of any agreement (the "Agreement") resulting from Company's proposal (the "Proposal") for the sale of the described commercial equipment and any ancillary services (the "Equipment"). **COMPANY'S TERMS AND CONDITIONS AND EQUIPMENT PRICES ARE SUBJECT TO PERIODIC CHANGE OR AMENDMENT.** The Proposal is subject to acceptance in writing by the party to whom this offer is made or an authorized agent ("Customer") delivered to Company within 15 days from the date of the Proposal. Prices in the Proposal are subject to change at any time upon notice to Customer. If Customer accepts the Proposal by placing an order, without the addition of any other terms and conditions of sale or any other modification, Customer's order shall be deemed acceptance of the Proposal subject to Company's terms and conditions. If Customer's order is expressly conditioned upon Company's acceptance or assent to terms and/or conditions other than those expressed herein, return of such order by Company with Company's terms and conditions attached or referenced serves as Company's notice of objection to Customer's terms and as Company's counteroffer to provide Equipment in accordance with the Proposal and the Company's terms and conditions. If Customer does not reject or object in writing to Company within 10 days, Company's counteroffer will be deemed accepted. Notwithstanding anything to the contrary herein, Customer's acceptance of the Equipment will in any event constitute an acceptance by Customer of Company's terms and conditions. This Agreement is subject to credit approval by Company. Upon disapproval of credit, Company may delay or suspend performance or, at its option, renegotiate prices and/or terms and conditions with Customer. If Company and Customer are unable to agree on such revisions, this Agreement shall be cancelled without any liability.

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

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

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

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

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

**7. Force Majeure.** Company's duty to perform under this Agreement and the Equipment prices are contingent upon the non-occurrence of an Event of Force Majeure. If the Company shall be unable to carry out any material obligation under this Agreement due to an Event of Force Majeure, this Agreement shall at Company's election (i) remain in effect but Company's obligations shall be suspended until the uncontrollable event terminates or (ii) be terminated upon 10 days' notice to Customer, in which event Customer shall pay Company for all parts of the Work 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. 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. Federal Requirements.** The Parties shall comply with all United States federal labor law obligations under 29 CFR part 471, appendix A to subpart A. THE FOLLOWING PROVISIONS ARE INCORPORATED HEREIN BY REFERENCE: Executive Order 11701 and 41 CFR §§ 60-250.5(a), 60-300.5; Executive Order 11758 and 41 CFR § 60-741.5(a); U.S. immigration laws, including the L-1 Visa Reform Act of 2004 and the H-1B Visa Reform Act of 2004; and Executive Order 13496. The Parties shall abide by the requirements of 41 CFR 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to protected veteran status or disability. The Parties certify that they do not operate any programs promoting DEI that violate any applicable United States anti-discrimination laws and acknowledge and agree that their compliance with all applicable federal anti-discrimination laws is material to the federal government's payment decisions. The Parties acknowledge and agree that their employment, procurement, and contracting practices shall not consider race, color, sex, sexual preference, religion, or national origin in ways that violate United States federal civil rights laws.

**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 (0225)  
Supersedes 1-26.130-4(1024)

## SECURITY ADDENDUM

This Addendum shall be applicable to the sale, installation and use of Trane equipment and the sale and provision of Trane services. "Trane" shall mean Trane U.S. Inc. for sales and services in the United States, or Trane Canada ULC for sales and services in Canada.

1. **Definitions.** All terms used in this Addendum shall have the meaning specified in the Agreement unless otherwise defined herein. For the purposes of this Addendum, the following terms are defined as follows:

"Customer Data" means Customer account information as related to the Services only and does not include HVAC Machine Data or personal data. Trane does not require, nor shall Customer provide personal data to Trane under the Agreement. Such data is not required for Trane to provide its Equipment and/or Services to the Customer.

"Equipment" shall have the meaning set forth in the Agreement.

"HVAC Machine Data" means data generated and collected from the product or furnished service without manual entry. HVAC Machine Data is data relating to the physical measurements and operating conditions of a HVAC system, such as but not limited to, temperatures, humidity, pressure, HVAC equipment status. HVAC Machine Data does not include Personal Data and, for the purposes of this agreement, the names of users of Trane's controls products or hosted applications shall not be Personal Data, if any such user chooses to use his/her name(s) in the created accounts within the controls product (e.g., firstname.lastname@address.com). HVAC Machine Data may be used by Trane: (a) to provide better support services and/or products to users of its products and services; (b) to assess compliance with Trane terms and conditions; (c) for statistical or other analysis of the collective characteristics and behaviors of product and services users; (d) to backup user and other data or information and/or provide remote support and/or restoration; (e) to provide or undertake: engineering analysis; failure analysis; warranty analysis; energy analysis; predictive analysis; service analysis; product usage analysis; and/or other desirable analysis, including, but not limited to, histories or trends of any of the foregoing; and (f) to otherwise understand and respond to the needs of users of the product or furnished service. "Personal Data" means data and/or information that is owned or controlled by Customer, and that names or identifies, or is about a natural person, such as: (i) data that is explicitly defined as a regulated category of data under any data privacy laws applicable to Customer; (ii) non-public personal information ("NPI") or personal information ("PI"), such as national identification number, passport number, social security number, social insurance number, or driver's license number; (iii) health or medical information, such as insurance information, medical prognosis, diagnosis information, or genetic information; (iv) financial information, such as a policy number, credit card number, and/or bank account number; (v) personally identifying technical information (whether transmitted or stored in cookies, devices, or otherwise), such as IP address, MAC address, device identifier, International Mobile Equipment Identifier ("IMEI"), or advertising identifier; (vi) biometric information; and/or (vii) sensitive personal data, such as, race, religion, marital status, disability, gender, sexual orientation, geolocation, or mother's maiden name.

"Security Incident" shall refer to (i) a compromise of any network, system, application or data in which Customer Data has been accessed or acquired by an unauthorized third party; (ii) any situation where Trane reasonably suspects that such compromise may have occurred; or (iii) any actual or reasonably suspected unauthorized or illegal Processing, loss, use, disclosure or acquisition of or access to any Customer Data.

"Services" shall have the meaning set forth in the Agreement.

2. **HVAC Machine Data; Access to Customer Extranet and Third Party Systems.** If Customer grants Trane access to HVAC Machine Data via web portals or other non-public websites or extranet services on Customer's or a third party's website or system (each, an "Extranet"), Trane will comply with the following:
- a. **Accounts.** Trane will ensure that Trane's personnel use only the Extranet account(s) designated by Customer and will require Trane personnel to keep their access credentials confidential.
  - b. **Systems.** Trane will access the Extranet only through computing or processing systems or applications running operating systems managed by Trane that include: (i) system network firewalls; (ii) centralized patch management; (iii) operating system appropriate anti-malware software; and (iv) for portable devices, full disk encryption.
  - c. **Restrictions.** Unless otherwise approved by Customer in writing, Trane will not download, mirror or permanently store any HVAC Machine Data from any Extranet on any medium, including any machines, devices or servers.
  - d. **Account Termination.** Trane will terminate the account of each of Trane's personnel in accordance with Trane's standard practices after any specific Trane personnel who has been authorized to access any Extranet (1) no longer needs access to HVAC Machine Data or (2) no longer qualifies as Trane personnel (e.g., the individual leaves Trane's employment).
  - e. **Third Party Systems.** Trane will provide Customer prior notice before it uses any third party system that stores or may otherwise have access to HVAC Machine Data, unless (1) the data is encrypted and (2) the third party system will not have access to the decryption key or unencrypted "plain text" versions of the HVAC Machine Data.
3. **Customer Data; Confidentiality.** Trane shall keep confidential, and shall not access or use any Customer Data and information that is marked confidential or by its nature is considered confidential ("Customer Confidential Information") other than for the

purpose of providing the Equipment and Services, and will disclose Customer Confidential Information only: (i) to Trane's employees and agents who have a need to know to perform the Services, (ii) as expressly permitted or instructed by Customer, or (iii) to the minimum extent required to comply with applicable law, provided that Trane (1) provides Customer with prompt written notice prior to any such disclosure, and (2) reasonably cooperate with Customer to limit or prevent such disclosure.

4. Customer Data: Compliance with Laws. Trane agrees to comply with laws, regulations governmental requirements and industry standards and practices relating to Trane's processing of Customer Confidential Information (collectively, "**Laws**").
5. Customer Data: Information Security Management. Trane agrees to establish and maintain an information security and privacy program, consistent with applicable HVAC equipment industry practices that complies with this Addendum and applicable Laws ("**Information Security Program**"). The Information Security Program shall include appropriate physical, technical and administrative safeguards, including any safeguards and controls agreed by the Parties in writing, sufficient to protect Customer systems, and Customer's Confidential Information from unauthorized access, destruction, use, modification or disclosure. The Information Security Program shall include appropriate, ongoing training and awareness programs designed to ensure that Trane's employees and agents, and others acting on Trane's, behalf are aware of and comply with the Information Security Program's policies, procedures, and protocols.
6. Monitoring. Trane shall monitor and, at regular intervals consistent with HVAC equipment industry practices, test and evaluate the effectiveness of its Information Security Program. Trane shall evaluate and promptly adjust its Information Security Program in light of the results of the testing and monitoring, any material changes to its operations or business arrangements, or any other facts or circumstances that Trane knows or reasonably should know may have a material impact on the security of Customer Confidential Information, Customer systems and Customer property.
7. Audits. Customer acknowledges and agrees that the Trane SOC2 audit report will be used to satisfy any and all audit/inspection requests/requirements by or on behalf of Customer. Trane will make its SOC2 audit report available to Customer upon request and with a signed nondisclosure agreement.
8. Information Security Contact. Trane's information security contact is Local Sales Office.
9. Security Incident Management. Trane shall notify Customer after the confirmation of a Security Incident that affects Customer Confidential Information, Customer systems and Customer property. The written notice shall summarize the nature and scope of the Security Incident and the corrective action already taken or planned.
10. Threat and Vulnerability Management. Trane regularly performs vulnerability scans and addresses detected vulnerabilities on a risk basis. Periodically, Trane engages third-parties to perform network vulnerability assessments and penetration testing. Vulnerabilities will be reported in accordance with Trane's cybersecurity vulnerability reported process. Trane periodically provides security updates and software upgrades.
11. Security Training and Awareness. New employees are required to complete security training as part of the new hire process and receive annual and targeted training (as needed and appropriate to their role) thereafter to help maintain compliance with Security Policies, as well as other corporate policies, such as the Trane Code of Conduct. This includes requiring Trane employees to annually re-acknowledge the Code of Conduct and other Trane policies as appropriate. Trane conducts periodic security awareness campaigns to educate personnel about their responsibilities and provide guidance to create and maintain a secure workplace.
12. Secure Disposal Policies. Trane will maintain policies, processes, and procedures regarding the disposal of tangible and intangible property containing Customer Confidential Information so that wherever possible, Customer Confidential Information cannot be practicably read or reconstructed.
13. Logical Access Controls. Trane employs internal monitoring and logging technology to help detect and prevent unauthorized access attempts to Trane's corporate networks and production systems. Trane's monitoring includes a review of changes affecting systems' handling authentication, authorization, and auditing, and privileged access to Trane production systems. Trane uses the principle of "least privilege" (meaning access denied unless specifically granted) for access to customer data.
14. Contingency Planning/Disaster Recovery. Trane will implement policies and procedures required to respond to an emergency or other occurrence (i.e. fire, vandalism, system failure, natural disaster) that could damage Customer Data or any system that contains Customer Data. Procedures include the following
  - (i) Data backups; and
  - (ii) Formal disaster recovery plan. Such disaster recovery plan is tested at least annually.
15. Return of Customer Data. If Trane is responsible for storing or receiving Customer Data, Trane shall, at Customer's sole discretion, deliver Customer Data to Customer in its preferred format within a commercially reasonable period of time following the expiration or earlier termination of the Agreement or, such earlier time as Customer requests, securely destroy or render unreadable or undecipherable each and every original and copy in every media of all Customer's Data in Trane's possession,

custody or control no later than [90 days] after receipt of Customer's written instructions directing Trane to delete the Customer Data.

16. Background Checks Trane shall take reasonable steps to ensure the reliability of its employees or other personnel having access to the Customer Data, including the conducting of appropriate background and/or verification checks in accordance with Trane policies.
17. DISCLAIMER OF WARRANTIES. EXCEPT FOR ANY APPLICABLE WARRANTIES IN THE AGREEMENT, THE SERVICES ARE PROVIDED "AS IS", WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT AS TO SUCH SERVICES SHALL BE WITH CUSTOMER. TRANE DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SERVICES AND THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE SERVICES WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR RETURN/RESPONSE TO INQUIRIES WITHIN ANY SPECIFIC PERIOD OF TIME.

October 2024  
Supersedes: November 2023v2

## Director's Update to the Board

Tuesday, August 26, 2025

### 1. Congratulations to Trey Bailey on scoring a perfect score of 36 on the ACT

Getting a 36 on the ACT is extremely rare, with the percentage of test-takers achieving a perfect score typically being well below 1%. For instance, in 2024, only 0.22% of test-takers, or 3,041 students, scored a 36.

### 2. Congratulations to our GHS Advanced Placement Scholars

This year's AP Scholars include:

**AP Scholar:** Hayelee Barnes, Lincoln Burroughs, Ava Daniel, Dylan Gilbert, Adam Hensley, Mattison Hughes, Jamie Jackson, Levi Jackson, Kyla Jobe, Colton Kayser, Katy Keller, Grace Lampe, Clarence Langa Manning, Addison Lenker, Jacob Mullins, Gabriel Oakley, Allison Parker, Henry Parsley, Torrian Rollins, Bria Trohon, Gabrielle Williams.

**AP Scholar with Honor:** Cole Benson, Lorelei Birdwell, Sadie Rogers, Phoenix Rojas.

**AP Scholar with Distinction:** Bethanie Bryant, Hudson Fillers, Zachary Howard, Jackson Lampe, Ariana Powell, Reagan Smith, Lucas Southerland, Annika Vines, Shilo Wang.

### 3. Congratulations to the GMS Golf and Track and Field Teams

**Golf:** Nathan Howlett earned **3rd Place** at the TSSAA State Championship and was named **All-State**.

**Track & Field:**

- **Andres Bowman** – **State Champion** High Jump (6'1"), **State Champion** 4x100.
- **Zy Neal** – **State Runner-Up** Long Jump (19'11"), **State Champion** 4x100.
- **Juelz Mann** – **State Champion** 4x100.
- **Jalyn Kerwin** – **State Champion** 4x100, **All-State** Long Jump (5<sup>th</sup>).
- **Mason Marion** – **All-State** Hurdles (4th).
- **Jayden Francisco** – **All-State** Discus (5th)

4. Congratulations and welcome to Jacey Goodwin, our 2025-26 Student Board Member. We look forward to working with Jacey this year and hearing the perspective she will provide.
5. We have had a very smooth start to the school year and I want to thank the principals, school staff, and all the support departments which have made this possible. Below are the enrollment numbers as of 8-26-25.

School	Grades K-5	Grades 6-8	Grades 9-12	K-12 Total	Pre-Kindergarten	PK-12 Total
Eastview	358			358	19	377
Hal Henard	389			389	60	449
Highland	138			138	18	156
Tusculum View	394			394	19	413
Tops	76	21	32	129		129/*147
GMS		647				647
GHS			801			801
Total	1355	668	833	2856	116	2972

6. Congratulations to Dr. Lindsey Weeden and the TOPS @Greeneville staff! There enrollment has reached 147 students. This is an increase of approximately 29 students.
7. The move from GCOC to GCTA for the Operations Department is going well. Buses are already making use of the new lot, and the bus garage has moved as well. We are scheduled to begin moving the other departments on Tuesday, Sept. 2 and bids are scheduled to be opened on Sept. 15 for the renovation of the garage doors for the Bus Garage. IT is scheduled to move during Fall Break, Oct. 6-10. Many thanks to Phillip, Roger, and Chuck and their teams for their leadership and coordinating our move. Also, thank you for your approval this evening of the generator relocation.
8. Dr. Jason Horne has achieved the designation of Administrator of School Finance and Operations. This is a very select group who have achieved this designation and we are very fortunate to have two people recognized, Dr. Horne and Ellen Lipe.