

V. Items for Discussion

a. Lyman & Ash Invoice #3167 - \$2,580.00

# Lyman & Ash

1612 Latimer Street  
 Philadelphia, PA 19103  
 (215) 732-7040

# Client Invoice

DATE	INVOICE #
10/29/2019	3167

<b>BILL TO</b>
East Stroudsburg Area School District 50 Vine Street East Stroudsburg, PA 18301-0298

Case/Matter
Special Construction Counsel

DATE	ATTY/EXP	DESCRIPTION	TIME	RATE	AMOUNT
10/17/2019	MTS	Review of documents. Review of email from Mary Frailey, Tel. conf. with SRB.	0.17	250.00	42.50
10/18/2019	MTS	Emails to CPL and MSF.	0.08	250.00	20.00
10/20/2019	MTS	Review of documents and status for meeting on 10/21/19 at ESASD.	1.08	250.00	270.00
		Total for Michael T. Sweeney, Esq.			1,790.00
				<b>Total</b>	<b>\$2,580.00</b>

Attorneys:  
 CPL - Cletus P. Lyman, Esq. MSF - Michael S. Fettner, Esq. MTS - Michael T. Sweeney, Esq.  
 PVT - Pearlette Toussant, Esq., of Counsel MJL - Maura J. Lynch, Esq., of Counsel  
 Legal Staff:  
 RDE - R. Dave Eldridge, SRB - Stephen R. Betts  
 PRA - Peter R. Abraldes

## V. Items for Discussion

### b. National Cooperative Purchasing Alliance (NCPA) Purchasing Cooperative

(1)

# ABOUT US

NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states.

## NCPA'S PROCESS

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NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

NCPA works with a lead public agency, who competitively solicits master contracts. Contracts are based on quality, performance, and most importantly pricing. These contracts are established using the following process:

- The Lead Agency issues a competitive solicitation for a product or service on behalf of NCPA and all public agencies.
- The solicitation is advertised nationally for a minimum of 30 days. You can view our current solicitations (/Solicitations) on our website.
- The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")
- Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.
- The Lead Agency evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.

## WHO CAN USE NCPA'S CONTRACTS

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There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize NCPA's cooperative purchasing contracts (/Vendors). These include, but are not limited to the following agency types:

- School Districts (including K-12, Charter schools, and Private K-12)
- Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)
- Cities, Counties, and any Local Government

- State Agencies
- Healthcare Organizations
- Church/Religious
- Nonprofit Corporations
- Federal

(1)

## STATE STATUTES

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Want to see your state's laws on cooperative purchasing? Click here to view [your state's laws on cooperative purchasing \(/Statutes\)](#).

Is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

## CONTACT INFORMATION


NCPA  
P.O. Box 701273  
Houston, TX 77270


(888) 543-6515

[info@ncpa.us \(mailto:info@ncpa.us\)](mailto:info@ncpa.us)

## CONNECT WITH US

 ([https://twitter.com/\\_NCPA](https://twitter.com/_NCPA))

 (<https://www.facebook.com/NCPA-National-Cooperative-Purchasing-Alliance-283585238336420/>)

 (<https://www.linkedin.com/company/ncpa---national-cooperative-purchasing-alliance/>)

## SEND EMAIL

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[WHAT IS NCPA? \(/about\)](#) | [REGISTER \(/register\)](#) | [FIND A VENDOR \(/vendors\)](#) | [CURRENT SOLICITATIONS \(/solicitations\)](#) | [FAQ \(/faq\)](#) | [RQN \(/Facilities/Register\)](#)

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# FAQ

Get all the answers to the most frequently asked questions.

## WHAT IS NCPA?

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NCPA is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.

## WHO CAN USE NCPA?

---

There are over 90,000 agencies nationwide from both the public and nonprofit sectors that are eligible to utilize the NCPA program. These include, but are not limited to the following agency types:

School Districts (including K-12, Charter schools, and Private K-12)

Higher Education (including Universities, Community Colleges, Private Colleges, and Technical / Vocational Schools)

Cities

Counties

Local Government

State Agencies

Healthcare Organizations

Church/Religious

Nonprofit Corporations

## WHAT DOES A PUBLIC AGENCY DO TO PARTICIPATE?

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(/)  
All that is required is for your agency to register with NCPA at [www.ncpa.us/Register \(/Register\)](http://www.ncpa.us/Register (/Register)). Once you have completed registration you will receive a confirmation email for your records.

## DOES IT COST ANYTHING TO PARTICIPATE WITH NCPA?

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No. There are no costs or obligations for your agency to participate with us. Registration is free and there are no volume minimums on purchases.

## CAN MY AGENCY USE THE CONTRACTS WITHOUT GOING OUT FOR SOLICITATION?

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Yes. All NCPA contracts have been competitively solicited by a lead public agency. Each solicitation contains language that allows the contract to be used by other government agencies. State statutes allow one government agency to purchase from contracts competitively solicited by another government agency.

## WHO IS NCPA'S LEAD PUBLIC AGENCY?

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Region 14 ESC is NCPA's lead public agency. Region 14 ESC is a local governmental agency in the state of Texas, authorized by Chapter 8 of the Education Code. Section 8.008 states the center is considered to be a state agency and each employee is considered to be a state employee. For further information of Chapter 8 [click on the link \(http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.8.htm\)](http://www.statutes.legis.state.tx.us/Docs/ED/htm/ED.8.htm).

## WHAT IS NCPA'S SOLICITATION AND AWARD PROCESS FOR CONTRACT?

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NCPA works with Region 14 ESC, who as the lead public agency that competitively solicits national master contracts for use by all public agencies. Contracts are awarded based on quality, performance, and most importantly pricing. These contracts are established using the following process:

Region 14 ESC issues a competitive solicitation for a product or service on behalf of NCPA and all public agencies.

The solicitation is advertised nationally for a minimum of 30 days.

The solicitation contains language that allows the contract to be accessible nationally to public agencies in states whose laws allow for intergovernmental contract use (also known as "piggybacking" or "adopting")

Vendors respond to the solicitation with sealed responses that are recorded and publicly opened.

Region 14 ESC evaluates the responses based on "Identified Evaluation Criteria" and awards contracts.



## CAN I SEE DOCUMENTATION OF THE SOLICITATION PROCESS ASSOCIATED WITH EACH COMPETITIVELY SOLICITED CONTRACT?

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NCPA provides all the due diligence documents needed on each individual vendor page under the Contract Docs tab. [Click on the link \(/Vendors\)](#) to be transferred to the Vendor Pages.

## HOW DO I USE A NCPA AWARDED VENDOR?

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After you have registered with NCPA [click on this link \(/Vendors\)](#) to find a listing of all awarded vendors. Here you will find a great deal of information that will allow you to research and contact the vendor of your choosing so you can start working together. Billing is executed directly from the servicing vendor. No different than if you were using your own contracts.

## WHAT IS A JOINT POWERS OR COOPERATIVE PROCUREMENT AUTHORITY?

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State statutes and, if applicable, local ordinances generally allow one government agency to purchase from contracts competitively solicited by another government agency ("Lead Public Agency"). Generally, a public body may participate in, sponsor, conduct or administer a cooperative procurement agreement with one or more other public bodies, or agencies of the United States, for the purpose of combining requirements to increase efficiency or reduce administrative expenses.

## WHERE CAN I FIND MY STATES' STATUTES REGARDING COOPERATIVE PURCHASING?

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[Click on this link \(/Statutes\)](#) to go to your individual state statutes.

## HOW DO I BECOME A NCPA AWARDED VENDOR?

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Companies interested in becoming a awarded vendor must respond to a solicitation for the commodity or service that best fits their offering. All solicitations are advertised through USA Today and posted at [www.ncpa.us/Solicitations \(/Solicitations\)](http://www.ncpa.us/Solicitations). Also you can conveniently follow us on [Twitter \(https://twitter.com/\\_NCPA\)](https://twitter.com/_NCPA), like us on [Facebook \(http://www.facebook.com/pages/NCPA-National-Cooperative-Purchasing-Alliance/283585238336420\)](http://www.facebook.com/pages/NCPA-National-Cooperative-Purchasing-Alliance/283585238336420), or connect with us on [LinkedIn \(http://www.linkedin.com/company/ncpa-national-cooperative-purchasing-alliance\)](http://www.linkedin.com/company/ncpa-national-cooperative-purchasing-alliance) to keep up with notifications. We are always open to new ideas for prospective contracts so please do not hesitate to contact us.

(/)

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 (<https://www.facebook.com/NCPA-National-Cooperative-Purchasing-Alliance-283585238336420/>)

 (<https://www.linkedin.com/company/ncpa---national-cooperative-purchasing-alliance/>)

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V. Items for Discussion

c. ESE Camera Project

i. Camera Hardware Procurement – IntegraOne - \$113,844.00

Procurement Summary Sheet

Form 611

Cisco Meraki Cameras

**A. Why are you requesting the service/needs?**

**Why:** We are requesting NINETY (90) Cisco Meraki cameras to replace 35 older Honeywell cameras and add 55 additional cameras for increased security at East Stroudsburg Elementary School. This is the 9<sup>th</sup> of 10 schools to have their camera systems upgraded.

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

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

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

Vendor	Price
IntegraOne	\$113,844.00
Zones	\$125,496.24
Chestnut Ridge	\$139,318.50
Vizocom	\$157,999.50
Softchoice	\$173,628.00
Howard	\$178,170.00
ShireWire	\$186,600.00
Royal Media	\$188,773.92
xCheck	\$198,600.00

**C. Procurement Method:**

- An RFQ was issued on October 8, 2019 for Cisco Meraki Cameras at the East Stroudsburg Elementary School and sent to approximately twenty vendors and published on the district website as well as PA School Bids website. The due date was October 29, 2019.

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

- No, this purchase was not budgeted. It was brought before the property and facilities committee for their consideration to be paid for out of the capital reserve fund.
- Fund 32
- Account #32-2660-758-000-10-213-000-000-3055
  - Capital Reserve Account

**E. Selection of winning proposal**

- IntegraOne – lowest priced vendor. Pricing as per COSTARS Contract # HW 003-085 & SW #006-040

**F. Other**

N/A

East Stroudsburg Elem. Cisco Meraki Camera Pricing

Item	Manufacturer	Part#	Equipment Description	Quantity	MSRP	Check	Reval Media	ShimWife	Howard	Softchoice	Veocon	Chestnut Ridge	Zones	IntegratOne
Inside Camera	Cisco Meraki	MV72W-HW	Cisco Meraki Wide-Angle MV72 Right-Dome HD Network Surveillance Camera, Dome, color (Day & Night), 4MP, 2688 x 1520, 1080p, fixed focal, VIFI, Gbe, H.264, PoE	60	\$59,940.00	\$51,000.00	\$49,396.80	\$46,080.00	\$44,280.00	\$42,300.00	\$39,279.00	\$34,615.20	\$31,197.00	\$28,320.00
Outside Camera	Cisco Meraki	MV72-HW	Cisco Meraki MV72 Network Surveillance Camera, Dome, outdoor, vandal/weatherproof, color (Day & Night), 1920 x 1080, 1080p, 256GB Solid State Storage	30	\$44,970.00	\$36,000.00	\$34,622.70	\$32,700.00	\$31,380.00	\$31,050.00	\$27,628.50	\$24,542.10	\$22,103.40	\$20,040.00
Wall Mount	Cisco Meraki	MA-MNT-MV-10	Cisco Meraki Camera Dome Wall Mounting Arm for Cisco Meraki MV72	18	\$2,862.00	\$3,600.00	\$3,505.32	\$2,970.00	\$2,780.00	\$2,628.00	\$2,439.00	\$2,198.20	\$1,943.64	\$1,764.00
Software License	Cisco Meraki	LIC-MV-10YR	Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	60	\$87,650.00	\$109,000.00	\$101,249.10	\$104,850.00	\$99,720.00	\$97,550.00	\$89,452.00	\$79,003.00	\$70,252.20	\$63,720.00
<b>TOTAL</b>					\$205,422.00	\$156,600.00	\$168,773.92	\$165,606.00	\$172,170.00	\$173,628.00	\$167,699.50	\$139,518.50	\$125,496.24	\$115,944.00

**Allentown**

7248 Tilghman Street  
Suite 120  
Allentown, PA 18106  
1-800-582-6399  
www.Integra1.net

# IntegraONE

## ESE Cameras

Quote # 021507 Version 2

October 15, 2019



Prepared for:

East Stroudsburg Area School District

Prepared by:

Ashley Miller, Account Manager  
Joe Strubeck, Inside Support Representative

Hardware

Description	Price	Qty	Ext. Price
 MV12W-HW Cisco Meraki Wide Angle MV12 Mini Dome HD Camera - Network surveillance camera - dome - color (Day&Night) - 4 MP - 2688 x 1520 - 1080p - fixed focal - audio - WI-Fi - GbE - H.264 - PoE	\$472.00	60	\$28,320.00
 MV72-HW Cisco Meraki Varifocal MV72 Outdoor HD Dome Camera With 256GB Storage Ceiling mount kits, wall mount kit	\$668.00	30	\$20,040.00
MA-MNT-MV-10 Cisco Meraki - Camera dome mounting arm - wall mountable	\$98.00	18	\$1,764.00
LIC-MV-10YR Cisco Meraki Enterprise - Subscription license (10 years) + 10 Years Enterprise Support - 1 camera	\$708.00	90	\$63,720.00
4008662752, XB107662369FC			
<b>Subtotal:</b>			<b>\$113,844.00</b>

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



## ESE Cameras

**Prepared by:**

**Allentown**

Ashley Miller

amiller@integra1.net

484-223-3480 x1115

Joe Strubeck

jstrubeck@integra1.net

570-714-5005 x5203

**Prepared for:**

**East Stroudsburg Area School District**

Accounts Payable

East Stroudsburg, PA 18301

Brian Borosh

(570) 424-8060

brian-borosh@esasd.net

**Quote Information:**

**Quote #: 021507**

Version: 2

Delivery Date: 10/15/2019

Expiration Date: 11/14/2019

### Quote Summary

Description	Amount
Hardware	\$113,844.00
<b>Total:</b>	<b>\$113,844.00</b>

### Payment Options

Description	Payments	Interval	Amount
<b>Lease Options</b>			
3 Year Estimate	36	Monthly	\$3,163.65
4 Year Estimate	48	Monthly	\$2,372.80

### Summary of Selected Payment Options

Description	Amount
<b>Lease Options: 3 Year Estimate</b>	
Selected Payment	\$3,163.65
<b>Total of Payments</b>	<b>\$113,891.40</b>

Pricing subject to change without advanced notice from the manufacturer. Leasing rates are subject to final configuration, pricing, and credit approval.

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

**Ship to Address:**

Additional Information:

Allentown

East Stroudsburg Area School District

Signature: *Ashley Miller*

Name: Ashley Miller

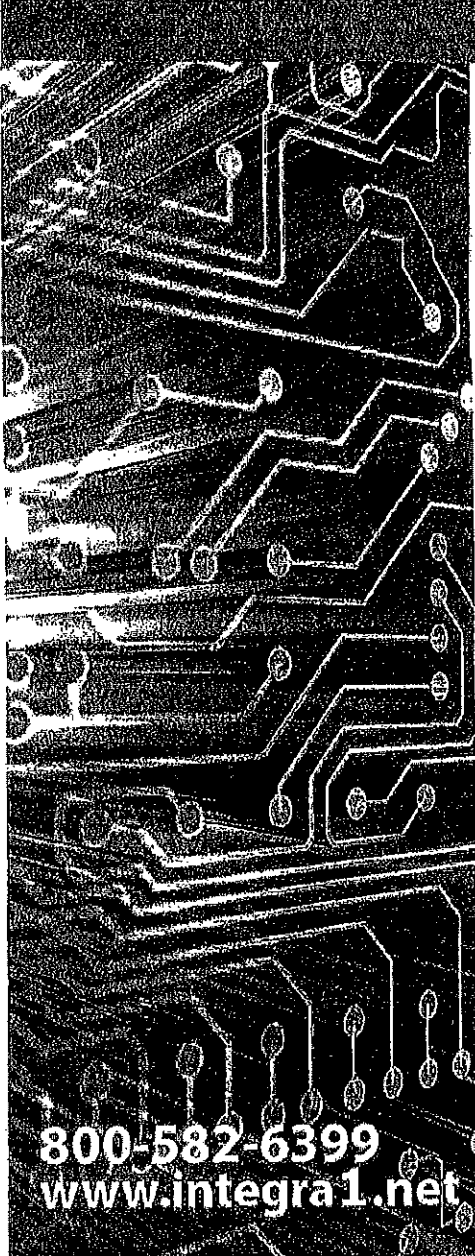
Title: Account Manager

Date: 10/15/2019

Signature: \_\_\_\_\_

Name: Brian Borosh

Date: \_\_\_\_\_



**800-582-6399**  
**www.integra1.net**

# PROPOSAL

**In Response to:**  
**East Stroudsburg Area School District Meraki**  
**Security Cameras & Related Equipment**  
**East Stroudsburg Elementary School RFQ**

**Due: October 29th, 2019 11:00am**  
**Submitted by: IntegraONE**

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

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

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

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

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

**integraONE**  
www.integra1.net



## APPENDIX A

*For more information please call 800-582-6399 or visit [www.integraone.com](http://www.integraone.com)*

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### NON-COLLUSION AFFIDAVIT

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

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

IntegraONE

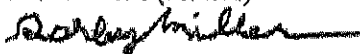
Firm Name

October 15th, 2019

Date

Ashley Miller Account Manager

Name and Title (Printed)



Signature

*For more information please call 800-582-6399 or visit [www.integraone.com](http://www.integraone.com)*

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## APPENDIX B

*For more information please call 800-582-6399 or visit [www.integraone.com](http://www.integraone.com)*

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

DATA PROVIDED BY DISTRICT				DATA PROVIDED BY VENDOR	
Equipment Description	Manufacturer	Part #	Estimated Quantity	Unit Cost	Extended Cost
Cisco Meraki Wide Angle MV12 Mini Dome HD Network Surveillance Cameras. Dome, color (Day & Night), 4MP, 2688x1520, 1080p, fixed focal, WiFi Gbe, H.264, PoE	Cisco Meraki	MV12W-HW	Sixty (60)	\$472	\$28,320
Cisco Meraki MV72 Network Surveillance Cameras. Dome, outdoor, vandal/weatherproof, color (Day & Night), 1920x1080, 1080p, 256GB Solid State Storage	Cisco Meraki	MV72-HW	Thirty (30)	\$668	\$20,040
Cisco Meraki Camera Dome Wall mounting Arm for Cisco Meraki MV72	Cisco Meraki	MA-MNT-MV-10	Eighteen (18)	\$98	\$1,764
Cisco Meraki Enterprise 10 Year Subscription License + 10 Year Enterprise Support	Cisco Meraki	LIC-MV-10YR	Ninety (90)	\$708	\$63,720
<b>TOTALS</b>				<b>\$1,946</b>	<b>\$113,844</b>

For more information please call 800-582-6399 or visit [www.integraone.com](http://www.integraone.com)

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V. Items for Discussion

- c. ESE Camera Project
- ii. Camera Installation Procurement – Guyette Communication Industries - \$17,799.00



Cisco Meraki Cameras

**A. Why are you requesting the service/needs?**

**Why:** We are requesting Category 6 structured cabling and camera installation services for Cisco Meraki cameras for increased security at East Stroudsburg Elementary School. This is the 9<sup>th</sup> of 10 schools to have their camera system upgraded.

**Need:** To provide needed cabling and installation for new surveillance cameras.

**Suggested replacement:** n/a

**B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts.** No. Two Quotes were obtained. Three vendors (KIT, Chestnut Ridge, and Guyette) attended the pre-bid meeting at ESE on October 15. Only Guyette and Chestnut Ridge submitted proposals.

- Guyette Communication Industries - \$17,799.00
- Chestnut Ridge Communication Services - \$24,559.66

**C. Procurement Method:**

- An RFQ was issued on October 8, 2019 for Cabling and Camera Installation at the East Stroudsburg Elementary School and a walk-through/pre-bid meeting was held on October 15, 2019. Three vendors attended. The due date was October 28, 2019.

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

- No, this purchase was not budgeted. It was brought before the property and facilities committee for their consideration to be paid for out of the capital reserve fund.
- Fund 32
- Account #32-2660-758-000-10-213-000-000-3055
  - Capital Reserve Account

**E. Selection of winning proposal**

- Guyette – lowest priced vendor.

**F. Other**

N/A



Since 1947

ESTIMATE & AGREEMENT

19627

90 Narrows Road, Plymouth, PA 18651  
570-779-5355 | F: 570-779-3887 | GUYETTEC.COM

Date: October 28, 2019

To

East Stroudsburg Area School District  
50 Vine Street  
East Stroudsburg, PA 18301  
Attn: Brian Borosh  
Email:

We hereby submit specifications and bid for:

**RE: East Stroudsburg Elementary School**

Furnish materials and labor to install Customer-provided Cameras at East Stroudsburg Elementary Center.

Quotation is based on CAT6 cable, jacks, patch panels and patch cords.  
Project will be completed per plans and specifications.

**Quoted Price: \$ 17,799.00 + Tax (if applicable)**

**Options:**

- 1. Provide CAT6A cable, jacks, patch panels and patch cords in lieu of specified CAT6 **ADD: \$ 2,302.00**
- 2. Add one Indoor Camera with CAT6 cable drop. **ADD: \$ 296.00**
- 3. Add one Outdoor Camera with CAT6 cable drop. **ADD: \$ 439.00**

<b>CONTRACTOR'S GUARANTEE</b>		<b>ACCEPTANCE OF BID</b>	
We guarantee all material used in this contract to be as specified above and the entire job to be done in a neat, workmanlike manner. Any variations from plan or alterations requiring extra labor or material will be performed only upon written order and billed in addition to the sum covered by this contract. Agreements with our workmen are not recognized.		The above specifications, terms and contracts are satisfactory, and (I) hereby authorize the performance of this work.	
DATE <i>10/28/2019</i>		DATE	
Signed: <i>George W. Monaghan</i>		SIGNED	

THIS CONTRACT IS VOID 30 DAYS FROM DATE UNLESS SIGNED AND RETURNED TO BIDDER

## STANDARD TERMS AND CONDITIONS

In these Standard Terms and Conditions, Guyette Communications Industries Corporation shall be referred to as "GCI" and the Customer named on the front page of this document shall be referred to as the Customer. The front page of this document together with these Standard Terms and Conditions is the "Purchase Order" and constitutes customer's offer to GCI and shall become a binding contract upon the terms and conditions stated in this Purchase Order upon acceptance by GCI or commencement of performance by GCI whichever occurs first. Any proposal for additional or different terms or any attempt by Customer to vary in any degree the Standard Terms and Conditions below shall not be binding upon GCI and shall be void and shall have no effect except to the extent expressly accepted in writing by GCI's authorized representative.

1. **PAYMENT.** Unless contrary terms are expressly stated on the front page of this Purchase Order payment for the products described in this Purchase Order ("Products") shall be due ten(10) days after their delivery to Customer's place of business. A payment received by GCI more than twenty(20) days after the date when such payment is due will be subject to an interest charge at the rate of one and one-half percent(1 1/2%) per month or the highest lawful rate - whichever is less.
2. **WARRANTIES.** GCI guarantees that the installation work performed by GCI will conform to the specifications stated on the front page of this document and that such work will be performed in a neat and workmanlike manner. The foregoing guarantee shall extend for a period of one year after substantial completion of such work. Customer acknowledges that the products have not been manufactured by GCI and Customer shall look solely to the manufacturer of the products with respect to claims regarding the conformity of the products with applicable manufacturer specifications and defects in the products material and workmanship. To the extent assignable GCI shall assign to customer all applicable manufacturer warranties.

**THE WARRANTIES DESCRIBED OR ASSIGNED HEREUNDER ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

3. **LIMITATION OF LIABILITY.** In the event that a product malfunction leads to damages or injuries to the product, to the customer's business, to other equipment, to a factory or place of business, or to employees or other persons, GCI's liability shall be limited to repair or replacement of the product or its parts if the warranty period has not expired. If such warranty period has expired, GCI shall not be liable for such damages or injuries. It is also agreed that GCI's liability shall be limited to the amount equal to the customer's purchase price for the malfunctioning product. **THE REMEDIES PROVIDED FOR HEREIN SHALL BE EXCLUSIVE AND SHALL BE CUSTOMER'S SOLE REMEDIES.**
4. **ACCESS.** GCI and persons authorized by GCI may enter the customer's place of business and perform such work therein as may be reasonably necessary to deliver and install the products to their intended location. GCI shall use reasonable efforts to not interfere with customer's use of its premises in connection with any entry. GCI shall not be liable for inconvenience to or disturbance of customer by reason of any such entry; provided, however, that work shall be done, so far as practicable, so as to not unreasonably interfere with customer's use of the premises.
5. **RISK OF LOSS; TITLE.** Risk of loss and title to any product sold hereunder shall pass to customer upon delivery of the product to the customer's place of business.
6. **NOTICE OF OBJECTIONS.** Customer shall give GCI notice in writing of any objections with respect to the performance of GCI's work within thirty (30) days after substantial completion. GCI will promptly undertake to remedy same in such manner as may be appropriate.
7. **SECURITY AGREEMENT.** Customer hereby grants to GCI as security interest in all of the products purchased by customer as debtor and GCI as secured party (without customer's signature in states where such filing are permitted) indicating therein, as types of collateral, the products described herein and customer agrees to sign, as debtor and return to GCI any such financing statements that GCI in its discretion submits to customer for signature.
8. **TAXES.** Unless a contrary notation in writing appears on the face hereof, the prices quoted in this purchase order do not include any sales, use, excise, *ad valorem*, receipts or like taxes or any duties, imposts or customs taxes or import surcharges which may now or hereafter be imposed by national, federal, state or local governments by reason of GCI's selling the products as described herein. Any and all of the foregoing taxes and duties shall be borne by customer.
9. **LIMITATION OF LIABILITY.** In no event shall GCI be liable for consequential, special, incidental or similar damages.
10. **APPLICABLE LAW.** This purchase order shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The forum for all disputes between the customer and GCI including any disputes under this purchase order shall be in Pennsylvania.
11. **FORCE MAJEURE.** GCI shall not be responsible for any losses resulting if the fulfillment by GCI of any of the terms and conditions of this purchase order is delayed or prevented by wars, acts of enemies, strikes, fires, floods, transportation delays or shortages, labor dispute, riots, insurrections, accidents, storms, inability to obtain materials or supplies, any interruption in the manufacture of the products by GCI suppliers, any act of God, the action of any government or any other cause not within GCI's reasonable control.
12. **LIMITATIONS OF ACTIONS.** No action for breach of contract for the sale of the products under this purchase order shall be commenced more than (10) year after the accrual of the cause of action thereof.
13. **JURY TRIAL WAIVER.** CUSTOMER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER.
14. **HEADINGS.** The headings hereunder are for convenience of reference only and shall in no way define or limit the provisions hereof.
15. **AMENDMENT.** Any change or modification of these terms and conditions must be made in writing signed by authorized representatives of each party.
16. **WAIVER.** The waiver by GCI of any breach by Customer of any terms or conditions or covenant herein shall not be deemed a waiver of any breach of any other term, condition or covenant.

EAST STROUDSBURG AREA SCHOOL DISTRICT  
2019-20 Security Camera and Cabling Installation RFQ  
EAST STROUDSBURG ELEMENTARY SCHOOL

INSTRUCTIONS TO VENDORS

**NON-COLLUSION AFFIDAVIT**

The undersigned proposer having fully reviewed the Computers and Related Equipment Bid and determined the accuracy of the statements made herein certifies that:

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

Guyette Communication

Firm Name

10/23/19

Date

Mary Beth Guyette, Pres.

Name and Title (Printed)

Mary Beth Guyette

Signature

## V. Items for Discussion

### d. Tyler Technologies – Hosting Financial Data Contract

# East Stroudsburg Area School District

Hosting Costs from Tyler Technologies for the Munis Financial Software.

	<b>2019-20</b>	<b>2020-21</b>	<b>2021-22</b>	<b>2022-23</b>
Hosting	\$ 182,944.00	\$ 149,604.00	\$ 149,604.00	\$ 149,604.00

## V. Items for Discussion

e. Northampton/Monroe/Pike County Joint Purchasing Board Fuel Bid

Good morning everyone. Below are the details for the NMPCJPB-Fuel Oil Bid - 2020-2021.

The Bid Opening date for this year will be Wednesday, December 11, 2019 at 10:00 AM. The CIU20 Board will award the bid at their regularly scheduled meeting that evening.

Also as a reminder, the following is the language for you to submit to your board prior to the bid award.

"Motion to accept and approve the vendor(s) for fuel oil for the 2020-2021 school year as to be recommended by the Northampton/Monroe/Pike County Joint Purchasing Board and to be approved by the Colonial Intermediate Unit 20 Board of Directors at the December 2019 regularly scheduled meeting."

We are working on updating the bid packet which will be sent out to the vendors. As soon as this has been completed we will send out to all of you.

If your district plans to participate, I will need your "gallons" and location/tank information included in District Quantities-Contact Info (also attached) no later than Wednesday, November 6, 2019.

*If you participated in last year's bid, I have attached the 19-20 District Quan-Contact Info so you can review the quantities and information you submitted for the 19-20 Fuel Bid.*

*In the second attached document titled Blank District Quantities*

*-20-21 Contact Info, please carefully review all the information and make sure the District Buildings, Addresses, Contact information, Tank Size, TT or TW, and comments are correct for each delivery location. Please be sure to fill in your Firm Committed Volumes.*



You can return your data via email- [pberlew@ciu20.org](mailto:pberlew@ciu20.org) or fax (fax: [484-373-3080](tel:484-373-3080)).

For those districts who did not participate last year and would like to participate this year, please reference District Quantities and Contact Info. for the information you need to provide for each delivery location.

--

*Pamela A Berlew*

Colonial Intermediate Unit 20  
Secretary to Mr. Jon Wallitsch,  
Director of Fiscal Affairs  
[pberlew@ciu20.org](mailto:pberlew@ciu20.org)  
Phone: 610-515-6495  
Fax: 610-515-6524

V. Items for Discussion

f. Baseball Batting Cage – Knight Athletics - \$23,650.00

VI. J. I.

# KNIGHT ATHLETICS

GYMNASIUM & AUDITORIUM PRODUCTS DISTRIBUTOR  
300 MT. LEBANON BLVD. SUITE 205D  
PITTSBURGH, PA 15234

## Quote To:

East Stroudsburg High School South  
279 N. Courtland Street  
East Stroudsburg, PA 18301

Attn: Denise Rogers

## Quotation

Quote Number: RD10252019  
Quote Date: October 25, 2019  
Minority Business Enterprise  
- Certification No: 10083KnightA  
Costar Number : 014-117  
Quote Good Thru : 12/31/2019

Submitted by: Raymond Dwyer Jr.  
Cell 570-878-8894

Qty.	Description	Total
	Knight Athletics will Supply, Unload and Install the following Draper's Side Lifting Multi-Sport Practice Cages	\$ 23,650.00

- 2 Custom Draper Model SL-PRAC Side Lifting Multi-Sport Practice Cage
- Custom Size Cage and Netting 10'(h) x 12'(w) x 60'(l)
  - Net Color: Standard White or Black
  - Each Cage will be independently operated, each with its own Drive System and Key Switch
  - Drive System ¾ HP, Single Phase, 115 Volt Motor with built in up & down limits
  - Drive System will be Direct Attached to beams

We look forward to doing business with you!

The following Terms & Conditions are Applicable to This Price Quotation

- \* Shop Drawing: 2 to 3 Weeks. Delivery: 2 to 4 weeks After All Approvals & Field Checks of Drawings
- \* We included All Taxes, A Tax Exemption Certificate Is Required
- \* Trash Clean Up included, Trash will be placed in school dumpster
- \* We Excluded all Electrical Wiring Including But Not Limited to Conduit, Wire, Boxes, Control Cable etc. and Hook-Up of Electrical Drive Systems
- \* Standard One Year Warranty is Provided On All Equipment

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and accepted

Date of acceptance \_\_\_\_\_ Print Name \_\_\_\_\_  
P.O. # \_\_\_\_\_ Signature: \_\_\_\_\_ Title \_\_\_\_\_

**V. Items for Discussion**

**g. Capital Projects Payment Tracking**

**East Stroudsburg Area SD  
Current Capital Projects  
As of 11/6/2019**

Vendor	Date	North Campus Camera Installation	North HS/Lehman Roof Project	North HS/Lehman ATC Upgrade	Resica Roof Project	South Campus Camera Installation	North HS/Lehman Hot Water Replacement	Totals
Original Bid	6071	Guyette Communications	Jottan, Inc	Trane	C&D WaterProofing Corp.	CRCS Inc.	JBM	
	3/18/2019	\$ 342,736.00	\$ 7,008,635.00	\$ 2,838,638.00	\$ 667,715.00	\$ 303,182.32	\$ 300,000.00	\$ 11,460,906.32
Application 1	6/27/2019	\$ 92,659.50	\$ 1,215,862.00	\$ 254,474.80	\$ 8,685.00	\$ 181,221.75		\$ 1,752,903.05
Application 2	6/27/2019	\$ 73,026.90	\$ 1,606,698.90	\$ 582,096.10	\$ 55,401.75	\$ 66,365.35		\$ 2,383,589.00
Application 3	7/11/2019	\$ 47,303.10	\$ 251,595.00	\$ 625,771.38	\$ 207,513.90	\$ 54,095.22		\$ 1,186,278.60
Application 4	9/3/2019	\$ 22,466.70	\$ 430,171.08	\$ 447,537.89	\$ 176,615.10			\$ 1,076,790.77
Application 5	9/3/2019	\$ 24,674.40	\$ 286,863.89	\$ 424,072.99	\$ 78,601.50			\$ 814,212.78
Application 6	9/26/2019	\$ 82,605.40		\$ 169,296.19	\$ 26,318.25			\$ 278,219.84
Application 7								\$ -
Application 8								\$ -
Total Payments to Date		\$ 342,736.00	\$ 3,791,190.87	\$ 2,503,248.35	\$ 553,135.50	\$ 301,682.32	\$ -	\$ 7,491,994.04
Left on Contract		-	\$ 3,217,444.13	\$ 335,388.65	\$ 114,579.50	\$ 1,500.00	\$ 300,000.00	\$ 3,968,912.28
Completion Percentage		100%	54%	88%	83%	100%	0%	65%
			\$ 451,768.00	\$ 9,700.00	\$ 30 year warranty			
D'Huy Engineering	9/28/2018	\$ 690.33	\$ 1,295.33	\$ 1,556.24	\$ 1,656.02	\$ 11,900.00	\$ 1,556.24	\$ 18,654.16
1446	12/3/2018	\$ 10,010.00	\$ 8,179.67	\$ 8,948.76	\$ 7,795.98	\$ 868.00	\$ 8,948.76	\$ 44,739.17
	1/17/2019	\$ 2,002.00	\$ 3,425.00	\$ 5,267.50	\$ 5,499.99	\$ 1,296.46	\$ 5,267.50	\$ 22,758.45
	2/19/2019	\$ 1,001.00	\$ 8,595.06	\$ 1,126.25	\$ 2,000.01	\$ 731.55	\$ 1,126.25	\$ 14,580.12
	2/27/2019	\$ 3,003.00	\$ 18,500.30	\$ 2,252.50	\$ 6,420.03	\$ 1,163.99	\$ 2,252.50	\$ 33,592.32
	6/5/2019	\$ 3,000.01	\$ 38,129.94	\$ 840.00	\$ 5,638.76		\$ 840.00	\$ 48,448.71
	6/25/2019	\$ 2,576.35	\$ 24,500.28	\$ 980.00	\$ 1,372.24		\$ 980.00	\$ 30,408.88
	6/30/2019	\$ 975.61	\$ 18,207.30	\$ 3,998.25	\$ 4,674.01		\$ 599.99	\$ 28,395.16
	8/31/2019	\$ 479.83	\$ 15,000.22	\$ 1,312.75	\$ 2,337.00		\$ 840.00	\$ 19,969.80
			\$ 20,000.45	\$ 20,000.45			\$ 840.00	\$ 20,000.45
			\$ 20,000.45	\$ 20,000.45			\$ 840.00	\$ 20,000.45
			\$ 25,000.20	\$ 25,000.20			\$ 840.00	\$ 25,000.20
			\$ 1,577.48	\$ 1,577.48			\$ 840.00	\$ 1,577.48
			\$ 25,000.20	\$ 25,000.20			\$ 840.00	\$ 25,000.20
			\$ 425.00	\$ 425.00			\$ 840.00	\$ 425.00
			\$ 227,836.88	\$ 26,217.25	\$ 37,392.04	\$ 15,960.00	\$ 22,406.24	\$ 353,550.55
		\$ 23,738.14						