

V. ITEMS FOR DISCUSSION

1. Wide Area Network
 - a. PenTeleData (Fiber)

Wide Area Network (WAN) – PenTeleData (PTD)

A. Why are you requesting the service/needs?

Why: The current design of the district Wide Area Network (WAN) is approximately 15 years old and in need up upgrades.

Need: Due to the increasing utilization of technology across the district, the WAN needed to be redesigned to the meet current needs.

Suggested replacement: PenTeleData– Dark Fiber.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. Yes, 6 quotes were obtained from 2 vendors for various options. The summary of the bids is as follows. The dark fiber bids include maintenance and operation costs as part of the base lease price:

Description	120 Month Price
Crown Castle Dark Fiber Option 1 - 1 Pair Fiber to all buildings	\$2,698,117.44
Crown Castle Dark Fiber Option 2 -1 Pair Fiber to all buildings	\$3,951,571.20
Crown Castle Dark Fiber Option 3 - 1 Pair Fiber to all buildings	\$3,292,977.44
PenTeleData Dark Fiber - 1 Pair Fiber to all buildings	\$988,639.46
PenTeleData Dark Fiber IRU	\$1,336,684.58
PenTeleData 40 Lit Fiber for the HS – Service Building route, 10 Gbps service for all other buildings, 120 Months	\$1,418,288.58

C. Procurement Method: An RFP and accompanying eRate Form 470 were issued on November 6, 2020 with the timetable of the process listed below:

Action	Date
eRate Form 470 and RFP Issued	11/6/2020
Site Visits (optional, not mandatory)	11/11/2020
Deadline for Vendor Questions	11/16/2020
Responses to Vendor Questions Provided	11/20/2020
RFP Deadline	12/18/2020
Vendor Meetings to Review Proposals (virtual)	1/7/2021
Issue Clarifying Questions to Vendors and Issue BAFO Request	1/8/2021
Deadline for Vendors’ Responses to Clarifying Questions and BAFO	1/15/2021

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

- Yes
- Monthly Recurring Cost budgeted in the Technology Services Budget
 - Acct = 10-2844-538-000-00-000-006-000-0600
 - MRC: \$7,403.65 Monthly, \$888,438.19 (120 Month Total)
- Fiber Build Costs budgeted in ESSER (1) Grant, (One Time, Up Front Cost)
 - Acct = 10-2844-650-986-00-000-006-000-8741
 - NRC: \$100,201.27

E. Selection of winning proposal

- PenTeleData-- Dark Fiber - lowest priced vendor \$988,639.46.

F. Other

- Cost Savings
 - Current Monthly Cost (MRC): \$15,280
 - Proposed Monthly Cost (MRC): \$7,403.65
 - Monthly Savings: \$7,876.35
 - Cost savings on service over Ten Year Contract (120 Months): \$945,162.00



Request for Proposal
 Wide Area Network Service
 Leased Lit Fiber Service
 Leased Dark Fiber Service
 Other Technology Service
 Network Equipment

BID EVALUATION SUMMARY
March 3, 2021

I. RFP PROCUREMENT OVERVIEW

The RFP and Form 470 were issued on November 6, 2020 to request bids for leased lit and dark fiber service, transmission service using other technologies, maintenance and operation of dark fiber and the network equipment needed to light a dark fiber service.¹ The original due of December 18, 2020 was extended to December 23, 2020 due to inclement weather. An addendum was issued and uploaded to the Form 470 in EPC to notify prospective bidders.

RFP, Section 1.9, set forth the following estimated timeline.

Action	Date
Form 470 and RFP	11/6/2020
Site Visits (optional, not mandatory)	11/11/2020
Deadline for Vendor Questions	11/16/2020
Responses to Vendor Questions Provided	11/20/2020
RFP Deadline	12/18/2020
Vendor Meetings to Review Proposals (virtual)	1/7/2021
Issue Clarifying Questions to Vendors and Issue BAFO Request	1/8/2021
Deadline for Vendors' Responses to Clarifying Questions and BAFO	1/15/2021

There were several additional documents posted to the E-rate Form 470 portal relating to this procurement.

As part of the original RFP documents uploaded to EPC when the Form 470 was posted, a webinar recording and PowerPoint presentation of the overview of the procurement were uploaded. This recording and PowerPoint were made on November 4, 2020 and served as a recorded pre-bidders' conference. The viewing of the information was optional.

Second, the deadline for vendor questions was November 16, 2020. In response, the District issued Addendum # 1 on November 20, 2020 answering the questions. This addendum was submitted in EPC, emailed to all bidders that

¹ A Form 470 and RFP were issued earlier on October 26, 2020 but due to the fact that the Form 470 did not include a service request for maintenance and operation of dark fiber, the RFP and new Form 470 were submitted and released on November 6, 2020.

previously had contacted the District to express interest in the procurement and/or had asked a question, and posted to the District's website.

Third, in response to inclement weather, the deadline for proposals was extended from December 18 to December 23, 2020. Addendum #2 that announced this extension was submitted in EPC, emailed to all interested bidders and posted to the District's website.

II. RECEIPT OF PROPOSALS

Proposals were received from the following vendors for the following services and/or equipment.

Crown Castle Fiber	Dark Fiber, 3 different price options, 120 Months
PenTeleData	Dark Fiber, Leased and IRU for 120 months
PenTeleData	Lit Fiber, 1 Gbps, 10 Gbps & 40 Gbps Ethernet service for 60 months and 120 months
IntegraONE	Equipment
ePlus Technology	Equipment
SHI	Equipment

Vendor meetings to review the fiber proposals were held on January 7, 2021 at which time each vendor provided an overview of their proposal and the District representatives posed questions to the vendor.

On January 8, 2021 written questions were sent to each fiber vendor and responses were requested one week later. Vendors were given the opportunity to submit a best and final offer proposal if they desired.

On January 15, 2021, the fiber vendors submitted their responses to the clarification questions.

In reviewing the proposals, the District first confirmed that the dark fiber and lit fiber proposals met all the minimum bid requirements. Second, the District determined that its request to lease two pairs (4 strands) of dark fiber between the hub site, East Stroudsburg Area High School South, and the East Stroudsburg Area SD Service Building, was too expensive and the District would lease one pair (2 strands) of dark fiber along this route- the same as the other buildings. Third, the District adjusted the bid price for the leased dark fiber proposal to reflect one pair (not two pairs) along this route.²

Fourth, the District then reviewed PenTeleData's leased lit fiber proposal for 10 Gbps, for 120 months. PenTeleData was the sole leased lit fiber bidder. Because the District would have a 40 Gbps dark fiber service between the High School and the Service Building, rather than 10 Gbps, the District calculated the cost of the 40 Gbps lit service for this route along with the 10 Gbps prices for all the other buildings. This was used as the comparison with the dark fiber solution.

² The District did not adjust the IRU price to reflect one pair versus two pairs of fibers for this route because it did not know how much of the incremental cost for installing 2 pairs instead of 1 pair of fiber should be deducted from the bid price. The District's focused on the leased dark fiber service since it did not require a substantial up-front special construction cost like the IRU price did and was less expensive.

The summary of the bids is as follows. The dark fiber bids include maintenance and operation costs as part of the base lease price:

Description	120 Month Price
Crown Castle Dark Fiber Option 1 - 1 Pair Fiber to all buildings	\$2,698,117.44
Crown Castle Dark Fiber Option 2 -1 Pair Fiber to all buildings	\$3,951,571.20
Crown Castle Dark Fiber Option 3 - 1 Pair Fiber to all buildings	\$3,292,977.44
PenTeleData Dark Fiber - 1 Pair Fiber to all buildings	\$988,639.46
PenTeleData Dark Fiber IRU	\$1,336,684.58
PenTeleData 40 Lit Fiber for the HS – Service Building route, 10 Gbps service for all other buildings, 120 Months	\$1,418,288.58

In order to compute the cost of the network equipment needed to make the dark fiber service operational, the District had to issue a separate RFP for the network equipment. This is because the network equipment included in the fiber RFP would not work with PenTeleData's proposed dark fiber network design. In particular, the route between the High School and Service Building required different electronics because it is a longer route than could be supported with 10 Gbps electronics. The original RFP did not include any of these specifications for the longer length electronics.

The District released an equipment RFP on January 27, 2021 seeking bids for the equipment that is needed to light the PenTeleData dark fiber network configuration. The District notified the equipment bidders from the November 6, 2020 fiber RFP that no award would be made and invited them to submit proposals in response to the January 27, 2021 RFP.

All three of the original equipment bidders submitted proposals in response to the January 27, 2021 RFP. There were two different preferred manufacturers' equipment bid in the equipment RFP. The District made clear in the RFP terms that it reserved the right to make multiple awards.

To that end, the bid results indicate there are two different winners for the two different manufacturer equipment lines:

Vendor	Ciena	Cisco
ePlus	\$ 116,276.32	\$ 95,822.60
IntegraOne	No Bid	\$ 87,901.00
SHI	\$ 123,856.29	\$ 91,163.78

The ePlus bid of \$116, 276.32 includes ineligible costs for extended warranty and training, which total \$14,211.96. Although the ineligible costs will be deducted from the E-rate funding application, the costs were included in the total cost of ownership analysis for the dark fiber solution.

When the costs of the equipment are added to the dark fiber solution, the comparison between the lit fiber solution and dark fiber solution is as follows:

Dark Fiber 120 Month Lease including maintenance & operation	\$988,639.46
ePlus bid - Ciena network equipment (including \$14,211.96 of ineligible costs)	\$116,276.32
IntegraONE bid - Cisco network equipment	\$87,901.00
Total Cost Dark Fiber Solution 120 Months	\$1,192,816.78
Total Cost Lit Fiber Solution 120 Months	\$1,418,288.58
Savings from Dark Fiber Solution	\$225,471.80

Based on the financial analysis, the District chose the PenTeleData Dark Fiber leased service as the most cost-effective solution. The District will save \$225,471.80 over the 120 month term compared to purchasing a leased lit fiber solution.

V. ITEMS FOR DISCUSSION

1. Wide Area Network
 - b. IntegraOne (Cisco Switches)

Cisco Network Switches and Accompanying Modules

A. Why are you requesting the service/needs?

Why: As part of the upgrade to the district Wide Area Network (WAN), ESASD is moving to a dark fiber solution, which requires the district to purchase network gear to light the fiber optic cables comprising the WAN.

Need: ESASD needs to procure 2 Cisco Catalyst 9500 switches as well as accompanying modules to light its new dark fiber WAN.

Suggested replacement: Cisco Catalyst 9500 network switches as well as accompanying modules through IntegraOne (lowest bid).

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

Vendor	Cisco
ePlus	\$ 95,822.60
IntegraOne	\$ 87,901.00
SHI	\$ 91,163.78

C. Procurement Method:

- After obtaining the specifications and part numbers for the products from Cisco, the District released an equipment RFP and accompanying eRate Form 470 on January 27, 2021 seeking bids for the equipment that is needed to light the PenTeleData dark fiber network configuration.

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

- Yes
- ESSER (1) Grant = 10-2844-650-986-00-000-006-000-8741

E. Selection of winning proposal

- IntegraOne– Cisco Catalyst 9500 switches and modules- lowest priced vendor \$87,901.00.

F. Other

N/A

Allentown
7248 Tilghman Street
Suite 120
Allentown, PA 18106
1-800-582-6399
www.integra1.net

IntegraONE

Cisco Catalyst 9500

Quote # 027875 Version 2

March 02, 2021

Prepared for:
East Stroudsburg Area School District

Prepared by:
Ashley Miller, Account Manager
Karen Toczek, Inside Support Representative

Cisco

Description		Price	Qty	Ext. Price
C9500-24Q-EDU	Catalyst 9500 24-port 40G, K12	\$12,868.00	2	\$25,736.00
CON-SW-C950024U	SW Smartnet 8x5xNBD Catalyst 9500 24-port 40G, K12	\$0.00	2	\$0.00
C9500-NW-A	C9500 Network Stack, Advantage	\$0.00	2	\$0.00
S9500UK9-1612	Cisco Catalyst 9500 XE 16.12 UNIVERSAL	\$0.00	2	\$0.00
PWR-C4-950WAC-R	950W AC Config 4 Power Supply front to back cooling	\$0.00	2	\$0.00
PWR-C4-950WAC-R/2	950W AC Config 4 Power Supply front to back cooling	\$912.00	2	\$1,824.00
CAB-TA-NA	North America AC Type A Power Cable	\$0.00	4	\$0.00
C9500-DNA-24Q-A	C9500 DNA Advantage, Term licenses	\$0.00	2	\$0.00
C9500-DNA-A-3Y	Cisco Catalyst 9500 DNA Advantage 3 Year License	\$5,257.00	2	\$10,514.00
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	\$0.00	6	\$0.00
PI-LFAS-AP-T-3Y	PI Dev Lic for Lifecycle & Assurance Term 3Y	\$0.00	6	\$0.00
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	\$173.00	6	\$1,038.00
SFP-10G-LR=	10GBASE-LR SFP Module	\$1,793.00	8	\$14,344.00
SFP-10G-ZR=	Cisco 10GBASE-ZR SFP10G Module for SMF	\$6,947.00	4	\$27,788.00
QSFP-4SFP10G-CU2M=	QSFP to 4xSFP10G Passive Copper Splitter Cable, 2m	\$216.00	2	\$432.00
Subtotal:				\$81,676.00

Services

Description		Price	Qty	Ext. Price
Service	IntegraONE Professional Services - SOW Provided Separately	\$6,225.00	1	\$6,225.00
Subtotal:				\$6,225.00

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

Estimate ID: BW123354158XH, 122523855-2

Cisco Catalyst 9500

Prepared by:

Allentown

Ashley Miller
amiller@integra1.net
484-223-3480 x1115

Karen Toczek

ktoczek@integra1.net
(484) 223-3480 x1150

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 #: 027875

Version: 2
Delivery Date: 03/02/2021
Expiration Date: 03/31/2021

Quote Summary


Description	Amount
Cisco	\$81,676.00
Services	\$6,225.00
Total:	\$87,901.00

Ship to Address:

Additional Information:

Allentown

East Stroudsburg Area School District

Signature: 
Name: Ashley Miller
Title: Account Manager
Date: 03/02/2021

Signature: _____
Name: Brian Borosh
Date: _____

V. ITEMS FOR DISCUSSION

1. Wide Area Network
 - c. ePlus (Ciena Switches)

Ciena Network Switches and Accompanying Modules

A. Why are you requesting the service/needs?

Why: As part of the upgrade to the district Wide Area Network (WAN), ESASD is moving to a dark fiber solution, which requires the district to purchase network gear to light the fiber optic cables comprising the WAN.

Need: ESASD needs to procure 2 Ciena 5171 switches as well as accompanying modules to light its new dark fiber WAN. This particular equipment is for the North Campus Fiber Optic Cable run.

Suggested replacement: Ciena 5171 network switches as well as accompanying modules through ePlus (lowest bid).

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. No, 2 quotes were obtained.

Vendor	Ciena
ePlus	\$ 116,276.32
IntegraOne	No Bid
SHI	\$ 123,856.29

C. Procurement Method:

- After obtaining the specifications and part numbers for the products from Ciena, the District released an equipment RFP and accompanying eRate Form 470 on January 27, 2021 seeking bids for the equipment that is needed to light the PenTeleData dark fiber network configuration.

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

- Yes
- ESSER (1) Grant = 10-2844-650-986-00-000-006-000-8741

E. Selection of winning proposal

- ePlus– Ciena 5171 Network switches and odules- lowest priced vendor \$116,276.32.

F. Other

N/A

Customer Name: EAST STROUDSBURG
AREA SCHOOL DISTRICT
Quote No: 22616549
Quote Name:
Quotation Date: 02/19/2021

Sales Support Contact: EMILY HARVEY
Sales Support Phone: 610-495-1228
Sales Support Email: EHARVEY@EPLUS.COM
Account Executive:
Account Executive Phone:
Account Executive Email:

Customer PO No:
Order No:
Expiration Date: 03/21/2021



External Notes:

ePlus works with our customers to follow either a BEAR or discount billing process for their E-rate eligible purchases. All E-rate approvals for the specific items being purchased through the program must be in place before we will process an order leveraging discount billing (SP). For the BEAR process, applicant will process an order to ePlus under standard net terms for the entire amount and file a BEAR upon potential future approval by E-rate. If making a purchase prior to E-rate approval (via purchase order using standard net terms), that purchase is not returnable or cancellable in the event E-rate funding is not awarded. This proposal is valid for E-rate Funding Year 2021 with contract term dates of 04/01/2021 - 09/30/2022. In order for customers to leverage E-rate-based pricing from most manufacturers, the customer must select ePlus (SPIN 143006553) on their E-rate Form 471, prior to the processing of an order. At the request of many E-rate eligible entities, ePlus has been entering the eligibility percentages for requested products. This is purely an effort to assist schools and libraries in completing a portion of the required paperwork relating to the products and prices being proposed by ePlus in response to an RFP proposal. Product and maintenance eligibility information must be reviewed and confirmed by the school for not only accuracy and completeness, but also with regard to the actual products, prices, and total quantities for which it would like to submit for E-rate funding. Eligibility stated is based on product functionality, as indicated in the Funding Year 2021 Eligible Services List. Additional guidance from USAC about the E-rate eligible services is available at USAC's website at usac.org/sif. Final determination of eligibility is provided by USAC during the application process. ePlus makes no guarantees or representations as to the completeness or accuracies of the information provided or regarding E-rate eligibility of any product or service.

Line No.	Part Number	MFG	Description/Line Notes	QTY	Unit Price	Ext. Price
001	170-0311-900	CIENA	CIENA 5171 AC PLUGGABLE POWER SUPPLY, WIDE RANGE 120/240V	4	532.45	2,129.80
002	170-0315-900	CIENA	CIENA 5171 MODULE (1)100G/40G CFP2,(1)100G/40G QSFP28	2	865.22	1,730.44
003	170-0327-900	CIENA	CIENA 19 INCHES RACK MOUNT BRACKETS, FOR USE W/5171	2	22.18	44.35
004	170-5171-900	CIENA	CIENA 5171 (36)10/1G SFP+(4)25/10/1G SFP28 (2)SLOT 200G MOD.SAOS 8 X SYNC. EXT.TMP.(2)SLOT AC DC PLUG PS	2	10,848.91	21,697.82
005	170-0044-900	CIENA	CIENA AC POWER CORD, IEC C13, 5+15P,125VAC,10A, 10FT	4	6.661	26.64
006	170-0062-900	CIENA	CIENA EIA-R-145M STANDARD TO CISCO RJ45F SERIAL PORT ADAPTER,6 IN	2	26.62	53.24
007	160-9503-900	CIENA	CIENA 40GBASE-SR4, 4X10GBASE-SR, MMF, 860NM, 300M, MPO, QSFP+	2	780.25	1,560.50
008	K70-2120-P6-010000250	CIENA	CIENA 5171 PACKET 8 X W.5M TERRESTRIAL BASE KIT (180-2120-900 W/VIRTUAL LIC FOR 1X100G, REACH UP TO 250KM)	2	24,257.32	48,514.64
009	S71-6171-900	CIENA	CIENA SAOS VIRTUAL ADVANCED ETHERNET & OAM PERPETUAL SOFTWARE LICENSE FOR 5171	2	3,061.57	6,123.14
010	S71-6171-906	CIENA	CIENA SAOS VIRTUAL ADVANCED 100G PERPETUAL SOFTWARE LICENSE FOR 5171	2	2,307.26	4,614.52
011	S71-5171-910	CIENA	CIENA SAOS VIRTUAL ADVANCED SECURITY PERPETUAL	2	110.92	221.84

SOFTWARE LICENSE FOR USE WITH 5171							
012	174-0094-900	CIENA	CIENA	1U BULK FIBER MANAGEMENT TRAY	2	442.98	885.96
013	NTK508NZE6	CIENA	CIENA	SMALL OPTICAL INSTALLATION/IRM KIT	2	121.81	243.62
014	8ND-PRMU-3851F	CIENA	CIENA	CIENA PREM NA INITIAL 38XX51XX - PER SITE - AC	2	2,092.91	4,185.82
015	8ND-UJLFT-ETH1	CIENA	CIENA	UPLIFT INCREMENTAL ETHERNET CABLING RUN - ONE (SAME SITE/NO MOB)	2	142.86	285.72
016	8ND-UJLFT-I2544	CIENA	CIENA	INTERNAL RFC2844 TEST - UPLIFT	1	826.66	826.66
017	8ND-UJLFT-LC01	CIENA	CIENA	UPLIFT INCREMENTAL FIBER RUN - ONE (SAME SITE/NO MOB)	2	224.68	449.36
018	8ND-UJLFT-MP01	CIENA	CIENA	UPLIFT INCREMENTAL MPO CABLE RUN - ONE (SAME SITE/NO MOB)	2	580.01	1,160.02
019	8NP-UJLFT-CP02	CIENA	CIENA	CIRCUIT PROVISIONING LAYER 1 (OTN, EXCLUDING PACKET) PER CIRCUIT	1	250.32	250.32
020	8NP-UJLFT-L2S2	CIENA	CIENA	SERVICE ADOPTION - CREATION OF UP TO 5 SERVICES (GREENFIELD)	1	952.43	952.43
021	8NP-UJLFT-L2S6	CIENA	CIENA	SERVICE ADOPTION - QOS CONFIGURATION CONSULTING - 8H	1	2,510.51	2,510.51
022	8NP-UJLFT-SPD1	CIENA	CIENA	SOLUTION PRINCIPLES - DCN LESS THAN 50 NE	1	3,986.00	3,986.00
023	80M-5171-44R	CIENA	CIENA	5171 MANAGED SPARES 4 HOUR- 1 YEAR	2	3,675.40	7,350.80
024	80M-5171-SSP-COM	CIENA	CIENA	5171 COMPREHENSIVE SUPPORT- 1 YEAR	2	1,403.00	2,806.00
025	PTR-S08-M6T	CIENA	CIENA	SAOS 8 INDIVIDUAL 12 MONTHS WEB BASED TRAINING SUBSCRIPTION - PTR- 1 YEAR	3	457.90	1,373.70
025	PTR-S0813-LAB-S	CIENA	CIENA	1 DAY SAOS 8 VIRTUAL LAB SEAT FOR DEPLOY ENGINEERS IN A PUBLIC CLASS (INCL SAOS 8 WEB) - PTR	3	893.82	2,681.46
						116,267.32	
							116,267.32
							TBD if Applicable
							TBD
							116,267.32

All orders are governed by your organization's signed agreement with ePlus or applicable public sector contract. If there is no such agreement the Customer Terms and Conditions for Products and/or Services located at www.ePlus.com govern. No additional or contrary terms in a purchase order shall apply, and ePlus' performance shall not be deemed acceptance of any preprinted PO terms. Use of software, subscription services or other products resold by ePlus is subject to manufacturer/publisher end user agreements or subscription terms. Any periodic payment obligations for specific offerings, along with customer-incurred overages, consumption fees, add-ons, quantity adjustments and automatic renewals are non-cancelable for any reason except by public sector customers required by law to terminate due to non-appropriation of funds.

ePlus offers flexible and easy leasing options for your IT equipment. Use leasing to increase your IT acquisition capability, overcome limited budgets, and manage the lifecycle of your assets. Contact an ePlus Leasing Coordinator at 1-703-984-8021 or leasing@eplus.com to receive a lease quote today.

Thank you for your inquiry. Recent US gov't tariffs on certain imports are causing price increases for many IT products, with little or no notice, and beyond ePlus' control. As a result, this quote is subject to change without notice, even before the expiration date reflected above. Please confirm pricing prior to order placement. Unless freight amount is indicated, or is zero,

freight will be added to the invoice. Unless Bill-To company is exempt from Sales Tax, it will be added to the invoice. Recognizing that the global pandemic has disrupted operations for many organizations, ePlus will ship products for delivery in accordance with customer's written ship-to instructions and products will be deemed delivered notwithstanding any failure of customer personnel to sign for receipt due to facility closing or otherwise.

Customer Acceptance

Signature: _____
Name: _____
Title: _____
Date: _____
Customer PO #: _____

Bill To

EAST STROUDSBURG AREA SCHOOL D
50 VINE STREET
EAST STROUDSBURG PA 18301
UNITED STATES
ATTN: ACCOUNTS PAYABLE

Ship To

EAST STROUDSBURG AREA SCHOOL D

V. ITEMS FOR DISCUSSION

2. WiFi Locksets
 - a. Hardware (Sargent Locksets) –
A.G. Mauro

Sargent Wi-Fi Locks

A. Why are you requesting the service/needs?

Why: Continuing with the district’s emphasis on safety and security, we are proposing to install 18 WiFi locks in the Carl T. Secor Administration Center on each office suite door. Entering each office suite would require the swiping of a staff ID on the lockset fob.

Need: The district sees a continual need to implement a safe and secure environment for all students and staff. The Wi-Fi lock project at the Administration Center would serve as test bed for the potential implementation of these locks at all schools in the future.

Suggested replacement: Sargent LC-IN120-82278-BIP-B-LN-L Locksets through The A.G. Mauro Company at a cost of \$17,065.00

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

Vendor	Sargent Wi-Fi Locksets
A.G. Mauro	\$ 17,065.00 (Co-Stars)
Liberty Door Systems	\$ 23,836.59 (Co-Stars)
CSI	\$ 28,170.00 (Co-Stars)

C. Procurement Method:

- After obtaining the specifications and part numbers for the products from ASSA-ABLOY, the District requested quotes from 4 vendors for the Sargent Wi-Fi Locksets. Three vendors replied.

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

- Yes
- PCCD (2019) Grant = 10-2660-650-361-00-000-000-000-9172

E. Selection of winning proposal

- The A.G. Mauro Company– Sargent LC-IN120-82278-BIP-B-LN-L Locksets at a cost of \$17,065.00 (Co-Stars Contract #008-289)

F. Other

N/A

Quote GME 10/20-01 **REVISED**

Date February 25, 2021



THE A. G. MAURO COMPANY

580 INDUSTRIAL DRIVE, LEWISBERRY, PA 17339
TELEPHONE: (717) 938-4671
FAX: (717) 938-2471

ARCHITECTURAL HARDWARE, DOORS & SPECIALTIES

EAST STROUDSBURG AREA SD
50 VINE ST
EAST STROUDSBURG PA 18301

Job Name: EAST STROUDSBURG
AREA SD WIFI LOCKSETS
Job Location:

ATTN: ANTHONY CALDERONE
PHONE: 570-424-8500
FAX: 570-588-4406
EMAIL: anthony-calderone@esasd.net

WE HEREBY PROPOSE TO FURNISH THE FOLLOWING MATERIALS:

18 WIFI LOCKSET LC-IN120-82278-BIP-B-LNL-26D-L/CORE
18 PLATES 79-5008-32D - I/S

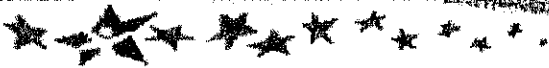
MATERIAL PRICE: \$ 17,065.00

STATE CONTRACT # 4400014916

COSTARS CONTRACT # 008-289

COSTARS VENDOR # 143426

COSTARS



Terms No Retention-Net 30 Days

Quoted by *Greg Eckard*

No "pay-if-paid" or "pay-when-paid" clauses accepted.

GREG ECKARD

Finance charge of 1-1/4% per month.

MANAGER - OUTSIDE SALES

will be applied on invoices after 60 days.

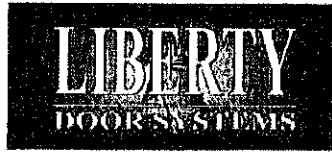
All Prices delivered unless noted. All prices quoted herein are guaranteed for fifteen (15) days only unless otherwise noted, and are thereafter subject to change without notice. All quotations made and orders received applying thereto are subject to the approval of our Credit Dept.

ACCEPTANCE OF PROPOSAL: The above prices, specifications, terms and conditions are satisfactory and are hereby accepted.
COMPANY _____

DATE OF ACCEPTANCE _____

BY _____

LIBERTY DOOR SYSTEMS
 1011 CEDAR AVE,
 CROYDON, PA 19021
 Phone: 215-364-8834
 Fax : 215-364-8835
 Email: sales@libertydoorsystems.com



A Subsidiary of Unified Door and Hardware Group

Estimate

Date	Estimate #
2/25/2021	16923

Name / Address
East Stroudsburg SD 50 Vine Street East Stroudsburg, PA 18301 Atten: Curtis Beam

Ship To
Verify

P.O. No.	Terms	Acct #	Salesman	Project
	Net 30		NR	Wifi Locks

Qty	Description	U/M
	Supply the Listed Material COSTARS CONTRACT #: 008-394 East Stroudsburg School District - Wifi Locks NOTE: Standard Lead Time	
18	Sargent LC-IN120-82278-BIP-B-LN-L x US26D - 2/LH - 6/LHR - 1/RH - 9/RHR	ea
18	Sargent 79-5008 Cover Plate x US32D - Verify Part #	ea
1	Shipping & Handling	

Signature	Print	Subtotal	\$23,836.59
THIS QUOTE IS VALID FOR 90 DAYS AND BASED ON THE QUANTITIES LISTED		Sales Tax (6.0%)	\$0.00
		Total	\$23,836.59



10-2844-650-
2660-650-361-000-000-000-9172

Account Code:

www.comsysinc.com

Costars Proposal

Costars Contract # 040-003

To: East Stroudsburg Area School District	Date: 2/22/21
Address: Business Office	From: Emily Schenkel
East Stroudsburg, PA 18301	Phone: 610-841-9632
Attn: Brian Borosh	Email: eschenkel@comsysinc.com
Phone: (570) 424-8500 1329	Proposal #: C00Q9775-01
Email: brian-borosh@esasd.net	Project: ESASD Wireless Lock

Dear Brian,
I appreciate this opportunity to provide recommendations and a COSTARS proposal for Wireless Locks as discussed and described herein.

1. PROJECT SUMMARY

ESASD would like to expand the Genetec Access Control solution with 18 WiFi locks at the Administration Building. This is a material only sale.

2. PROJECT SCOPE

CSI to furnish the WiFi Locks. CSI is not responsible for any installation of locks. This is a material only sale.

3. EQUIPMENT LIST

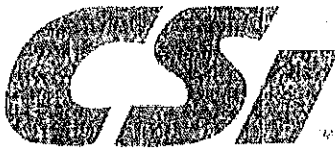
Qty	Manuf.	Part No.	Item	Unit Price	Extended
2	LCIN120	LCIN12082278 BIPBLNL26DL H	LC-IN120-82278-BIP-B-LN-L-26D-LH	\$1,506.00	\$3,012.00
6	LCIN120	LC-IN120- 82278-BIP-B- LN-L-26D-LHR	LC-IN120-82278-BIP-B-LN-L-26D-LHR	\$1,506.00	\$9,036.00
1	LCIN120	LC-IN120- 82278-BIP-B- LN-L-26D-RH	LC-IN120-82278-BIP-B-LN-L-26D-RH	\$1,506.00	\$1,506.00
9	LCIN120	LC-IN120- 82278-BIP-B- LN-L-26D- RHR	LC-IN120-82278-BIP-B-LN-L-26D-RHR	\$1,506.00	\$13,554.00
18	79-5002-32D- I/S	79-5002-32D- I/S	79-5002-32D-I/S	\$59.00	\$1,062.00

This product is not in stock.

Please indicate if you require special shipping on the return order (additional charges may apply).

4. DOCUMENTATION AND DELIVERABLES

- a. Includes engineered system documentation for future referral, service and maintenance.



A KPI COMPANY

www.comsysinc.com

5. PROJECT SCHEDULE

- a. Typical project installation lead time is approximately 4-6 weeks from receipt of signed proposal / PO and mobilization payment. In the event there are any product backorders or unforeseen circumstances that could affect this lead time, you will be notified by the CSI project manager assigned to your project.

6. WORK BY OTHERS

- a. Work performed by Owner or Others is described in Section 3 "Project Scope".

7. WHAT IS NOT INCLUDED

- a. Materials and services not specifically listed in the equipment list or project scope are not included.
- b. System and CAD drawings, submittals and programming documentation available upon request. Additional charges may apply.

8. SYSTEM INVESTMENT

	Total Costars Materials for the Locks	\$28,170.00
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Applicable sales tax will be added to total cost.

9. PAYMENT TERMS

Mobilization
Invoice for Materials upon delivery.

10. ORDERING AND ACCEPTANCE

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to CSI along with an approved purchase order within thirty (30) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with CSI on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section below (which are an integral part of the contract). If the Client signs this Proposal and returns it to CSI more than thirty (30) days after the date of this Proposal, CSI reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity. This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy). **Please note that the following must be included with your Purchase Order to qualify as a COSTARS purchase.**

- The Purchase Order (PO) MUST list CSI's Costars number 040-003.
- The PO MUST list CSI's Payment Terms
- The PO MUST be accompanied by a signed copy of CSI's Proposal

Client Signature

CSI Signature

V. ITEMS FOR DISCUSSION

2. WiFi Locksets

b. Software and Integration, CSI

Wi-Fi Lock Integration (CSI)

A. Why are you requesting the service/needs?

Why: Continuing with the district's emphasis on safety and security, we are proposing to install 18 WiFi locksets in the Carl T. Secor Administration Center on each office suite door. Entering each office suite would require the swiping of a staff ID on the lockset fob.

Need: The attached quote is for the procurement of Genetec software licenses and integration of the Sargent Wi-Fi Locks with the district Access Control System, Genetec, where permissions are managed

Suggested replacement: Sargent Lockset Integration with the district access control system, Genetec, as well as Genetec software licenses for the locksets.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. No, 1 quote was obtained. Pricing is per Co-Stars

- CSI - \$7,642.00

C. Procurement Method:

- The district has been working with CSI throughout the Sargent Wi-Fi lock process. CSI installed the Genetec Access Control System and will be integrating the Genetec Licenses and Wi-Fi Locks into the Access Control System.

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

- Yes
- PCCD (2019) Grant = 10-2660-650-361-00-000-000-9172

E. Selection of winning proposal

- CSI – Genetec Software Licenses and Integration - \$7,642.00 (Co-Stars).

F. Other

N/A



Costars Proposal

Costars Contract # 040-003

To: East Stroudsburg Area School District	Date: 3/2/21
Address: Business Office	From: Emily Schenkel
East Stroudsburg, PA 18301	Phone: 610-841-9632
Attn: Brian Borosh	Email: eschenkel@comsysinc.com
Phone: (570) 424-8500 1329	Proposal #: C00Q9775-01
Email: brian-borosh@esasd.net	Project: ESASD Wireless Lock

Dear Brian,
I appreciate this opportunity to provide recommendations and a COSTARS proposal for Wireless Locks as discussed and described herein.

1. PROJECT SUMMARY

ESASD would like to expand the Genetec Access Control solution with 18 WIFI locks at the Administration Building.

2. OPERATIONAL SCOPE

These locks will secure doors as configured per ESASD's assigned permissions and schedules.

3. PROJECT SCOPE

CSI is not responsible for any installation or provision of locks.

CSI to furnish Genetec license for locks.

CSI to configure the locks in the Genetec Security Desk Synergis software and train on how to configure locks in Genetec. ESASD is responsible for installation and configuration of locks at the physical door. CSI is only responsible for configuration of locks in Genetec.

Please note that there is one additional GSC-EDU-SY-1R for the existing lock that is currently using a temporary license.

4. EQUIPMENT LIST

Qty	Manufacturer	Part No.	Description	Unit Price	Total Price
19	Genetec	GSC-EDU-SY-1R	1 Synergis Education reader connection for K12. Must purchase Synergis™ Education K12 Package (GSC-EDU-SYBASE). Includes Genetec™ Advantage for 1 Synergis Education reader connection for K12 – 5 years.	\$218.00	\$4,142.00
1		Services - Project Management	Services - Project Management	\$125.00	\$125.00
24		Services - Technician	Services - Configure Locks in Genetec System Technician	\$125.00	\$3,000.00
3		Services - Technician	Training on configuration of locks	\$125.00	\$375.00

This product is not in stock.

Please indicate if you require special shipping on the return order (additional charges may apply).



5. TRAINING

Training is an important part of the success of a system implementation. A system will function only as well as the user understands all of its features and functions. Because it is not possible to learn all of the features and functions of the system in training sessions, CSI and the manufacturer has provided tools for you to access on your own time to learn at your own pace. Our training outline for this system includes the following;

- a. We will provide 3hours of training on system operation and review maintenance requirements.

Additional and ongoing training is available for your system. Training can be customized to your needs and purchased hourly or as part of our Service Level Agreement, available for all systems we provide.

6. DOCUMENTATION AND DELIVERABLES

- a. Includes engineered system documentation for future referral, service and maintenance.

7. PROJECT SCHEDULE

- a. Typical project installation lead time is approximately 4-6 weeks from receipt of signed proposal / PO and mobilization payment. In the event there are any product backorders or unforeseen circumstances that could affect this lead time, you will be notified by the CSI project manager assigned to your project.

8. WORK BY OTHERS

- a. Work performed by Owner or Others is described in Section 3 "Project Scope".

9. WHAT IS NOT INCLUDED

- a. Materials and services not specifically listed in the equipment list or project scope are not included.
- b. System and CAD drawings, submittals and programming documentation available upon request. Additional charges may apply.

10. SYSTEM INVESTMENT

	Total Costars Material for the 19 Licenses	\$4,142.00
	Total Costars Ancillary Services	\$3,500.00
	Total Projcet	\$7,642.00

Applicable sales tax will be added to total cost.

11. PAYMENT TERMS

Mobilization
<i>Invoice for Materials upon delivery.</i>
Installation & Completion
<i>Includes Fabrication, Physical Installation on Client Premise, Programming, Testing, Calibration, Demonstration and Training. Due upon receipt.</i>



12. ORDERING AND ACCEPTANCE

The person to whom this Proposal is addressed (the "Client") may accept this Proposal by signing at the space provided below and returning it to CSI along with an approved purchase order within thirty (30) days of the date of this Proposal. By doing so, the Client acknowledges that they have read and understand this Proposal and that Client is entering into a legally binding contract with CSI on the terms and conditions set forth in this Proposal, including the Standard Terms and Conditions set forth in the "Terms and Conditions" section below (which are an integral part of the contract). If the Client signs this Proposal and returns it to CSI more than thirty (30) days after the date of this Proposal, CSI reserves the right to reject the Client's acceptance by written notice to the Client. Each individual signing this Proposal on behalf of an entity represents that he or she is a duly authorized officer or other representative of such entity. This order will be processed upon receipt of payment in full or Mobilization amount and be invoiced as indicated in the "Payment Terms" section above. Past due accounts are subject to interest penalties. Work may be suspended on accounts that are not current. (See credit policy). **Please note that the following must be included with your Purchase Order to qualify as a COSTARS purchase.**

- The Purchase Order (PO) MUST list CSI's Costars number 040-003.
- The PO MUST list CSI's Payment Terms
- The PO MUST be accompanied by a signed copy of CSI's Proposal

Client Signature

Client Print Name

Date

Purchase Order #

CSI Signature

CSI Print Name

Date

Tax Status: Exempt (copy of current certificate required) Non-Exempt
 Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.

This proposal was prepared in good faith, exclusively for the individual(s) to whom it is addressed. It contains information that is privileged, confidential and exempt from disclosure under applicable law. The recommendations described herein are based on client consultations, site visits, engineering, and research, computer-aided designs and/or expertise earned through education, training and experience. It is considered an unfair business practice to use this information for competitive negotiations.

13. PREVENTATIVE MAINTENANCE AND SUPPORT

The system described in this proposal has been designed to provide you with many years of reliable service and an excellent return on your investment (ROI). However to uphold the warranties of the equipment and achieve maximum longevity, managed services and ROI, regularly scheduled maintenance is required. CSI provides managed services and scheduled maintenance programs for your system that will keep it running smooth and reduce the total cost of ownership.

14. TERMS AND CONDITIONS

1. **APPLICABILITY; ENTIRE AGREEMENT.** These Terms and Conditions (these "Terms"), together with any documents to which these Terms are attached or which incorporate these Terms by reference (collectively, the "Agreement") are the only terms that govern the sale of systems, parts, and other products ("Products") and services (including, without limitation, installation of Products, inspection services, and monitoring services) ("Services") by Communication Systems Integrators, LLC ("Company") to the customer ("Customer") identified in the Agreement. This Agreement is the sole and complete contract between the parties regarding the subject matter of this Agreement and supersedes all prior or contemporaneous agreements, understandings, negotiations, representations and warranties, communications, and orders, both written and oral, between the parties regarding the subject matter of this Agreement. If the terms and conditions of any purchase order or other document of Customer issued in connection with this Agreement conflict with or add to any provisions of this Agreement, such different or new terms are expressly rejected by Company and will be of no force or effect. Customer will be bound by all of the terms of this Agreement when Customer accepts this Agreement by any statement, act, or course of conduct that constitutes acceptance under applicable law. Company may change these Terms at any time without notice to Customer. Customer will be bound by any changes to these Terms by placing any order for Products or Services after the change becomes effective. The Terms in effect at the time of each new order will be those on Company's website at the time of such new order.



2. **SALE OF PRODUCTS.** Company shall sell to Customer, and Customer shall purchase from Company, the Products identified in this Agreement.
3. **SERVICES.** Company shall provide to Customer the Services identified in this Agreement. Company may use one or more subcontractors to perform all or any part of the Services. Customer may request additions, deletions, revisions, or other changes in the Services, subject to the written approval of Company. If Company determines that such changes will affect the cost of the work to be performed, or the time required for completion of the work to be performed, Company may refuse to perform the additions, deletions, revisions, or other changes in the work requested by Customer unless the parties execute a mutually agreeable amendment to this Agreement that complies with Section 20.J of these Terms.
4. **DELIVERY OF PRODUCTS; TITLE AND RISK OF LOSS.** Unless otherwise agreed upon in writing by the parties, all Products will be shipped F.O.B. origin and may be subject to additional "hazardous material" charges or other special shipping and handling fees, all of which shall be the responsibility of, and shall be paid by, Customer. Risk of loss on all shipments will pass to Customer when the Products are loaded on board the transporting carrier at the point of departure.
5. **APPROVAL AND PERMITS.** Unless otherwise agreed upon in writing by both parties, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits, and documents required by applicable law.
6. **INSTALLATION PROVISIONS.** Where applicable, Company shall install the Products at Customer's location identified in this Agreement. Company shall begin installation on or about a date agreed to by both parties and shall continue until completed. The completion date is an estimate only, and Company is not responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation, unexpected hazardous materials, waste, or substances), Company may stop work immediately. Company shall contact Customer so Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions.
7. **PURCHASE PRICE; PAYMENT TERMS.**
 - A. **Purchase Price.** Customer shall pay Company the purchase price for the Products and Services set forth in this Agreement or as otherwise set forth on Company's invoice. Company's prices do not include insurance, shipping, or handling. Customer shall pay all insurance, shipping, and handling with respect to the purchase of any Products or Services.
 - B. **Taxes.** The purchase price does not include any applicable taxes, and Customer shall pay all federal, state, and local sales, use, property, excise, and other taxes imposed on or with respect to the purchase of the Products and Services. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
 - C. **Payment Terms.** All terms of payment are subject to approval by Company's credit department, and Company is not obligated to extend credit or financing terms to Customer. Unless otherwise agreed in writing by Company, if Customer has established credit satisfactory to Company, Customer shall pay NET 20 DAYS from the date of invoice. Company may require Customer to pay in advance or to have a credit card on file with Company. Customer shall pay all invoices without setoff, deduction, or recoupment of any kind. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company incurs any costs to collect overdue payments, all such collection costs (including, without limitation, attorneys' fees) shall be paid by Customer. Customer acknowledges that, other than Company's delivery of the Products or provision of the Services, payment to Company is not contingent on any occurrence, matter, or event, including, without limitation, Customer's receipt of payment from any third party such as an owner, prime contractor, or insurance company.
 - D. **Security Interest.** Customer, on behalf of itself and the owner of the premises where the Products will be installed, grants to Company a purchase money security interest in the Products to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file one or more UCC financing statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price and all associated costs and charges required under this Agreement, Company shall release its security interest. Company shall have all of the rights of a secured creditor under the Pennsylvania Uniform Commercial Code, 13 Pa.C.S. §§ 1101 et seq., including, without limitation, the right to enter Customer's premises and to disable or remove the Products.
8. **PRODUCT RETURNS.**
 - A. **Stock Items.** All unused or returned Products that are part of Company's standard stock will be subject to a 25% restocking charge. The Product must be unopened and returned in its original carton to receive credit for the return.
 - B. **Special Orders.** Specially ordered and "non-stock" Products will be subject to a 100% restocking charge. No credit will be issued for return of these Products.
 - C. **Warranty Returns.** If any Product fails to conform to the warranties set forth in Section 12, Customer may return such Product to Company, provided that Customer first obtains a Return Material Authorization (RMA) number from Company. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturers' repair department.
9. **CUSTOMER RESPONSIBILITIES.**
 - A. **Site Environment.** The Products are designed to operate within certain power, temperature, and humidity ranges as specified in the appropriate operating manual for the Products. Customer shall prepare and maintain the site in conformity with such specifications. Customer assumes all responsibility for any Product malfunction that occurs as a result of operation outside of such specifications, including, without limitation, the cost of repairing or replacing the malfunctioning Product.



- B. Location Environment for Installation. If applicable, Customer shall prepare and maintain the location identified in this Agreement in conformance with Company's site specifications, as defined in the applicable site preparation document. Customer shall provide Company with surveys describing the physical characteristics, legal limitations, and utility locations for the installation location.
- C. Access. If Company is performing Services or installing Products, Customer shall provide Company with access to Customer's site and adequate working space and facilities within a reasonable distance of the Products. Company will be free to start and stop all primary equipment incidental to the operation of the Products.
- D. Operating Procedures. Customer shall follow routine operating procedures as specified in the operating manuals for the Products.
- E. Customer Representative. A representative of Customer shall be present at the site when Services are being performed by the Company. Unless otherwise agreed to by Customer and Company, Company personnel will not enter or remain at the site in the absence of a Customer representative.
- F. Electric Power Connection. When electric is required for operation of the Products, Customer shall provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.
- G. Compliance With Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.
- H. Use of Designs and Data. Any knowledge or information, including drawings and data, that Company has disclosed or may hereafter disclose to Customer, incident to installation of the Products, is Company's confidential and proprietary information, and Customer shall take reasonable steps to protect the confidentiality of such information and shall not use or disclose to any other person such information. Company does not grant to Customer any rights to reproduce or use such information.

10. LIMITATIONS.

- A. Deficiency Correction. Customer agrees that any existing system out of warranty prior to the date of this Agreement will be inspected by a Company Field Service Technician. If Company discovers any deficiencies, Company shall provide to Customer a written description of the repair charges at the then-prevailing Company prices and hourly rates. Company shall not be obligated to repair any such deficiencies unless Company expressly agrees in writing to do so.
- B. No Obligation to Make Repairs. Company is not obligated to make any repairs or upgrades to the Products or any existing system at Customer's facility unless and to the extent Company and Customer mutually agree in writing with respect to such repairs or upgrades.
- C. Abnormal Use. The Services do not include, and Company is not obligated to perform, repairs or servicing made necessary by or arising out of:
 - i. any causes other than normal use of the Products, as determined in the sole discretion of Company, including, without limitation: (a) the fault or negligence of Customer or any third party; (b) operation of the Products not in accordance with Company's or the manufacturer's specifications (including without limitation, failure to provide a suitable installation and operation environment); or (c) use of the Products for purposes other than those for which they are designed;
 - ii. any causes external to the Products, including, without limitation: (a) failure or fluctuation of electrical power; (b) use of non-Company approved or recommended suppliers or attachments; (c) moving the Products; or (d) the occurrence of any events set forth in Section 20.D;
 - iii. repair, servicing, or alterations to, or relocation of, the Products by anyone other than an authorized Company service representative or without written consent of the Company;
 - iv. topographical changes to the area protected by the Products; or
 - v. failure of Customer to make repairs or upgrades recommended by Company.
- D. No Representation. Company makes no representation or warranty that the Products or Customer's existing system is in proper working order.
- E. Discontinuation of Products and Services. Company may at any time discontinue offering or providing any or all of the Products and Services without incurring any liability to Customer. Company shall use commercially reasonable efforts to provide Customer with prior notice of such discontinuance.
- F. Tools. Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of any Products under this Agreement are, and shall remain, the property of the Company.

11. CUSTOMER REPRESENTATIONS AND WARRANTIES.

- A. Hazard to Personnel. Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will perform Services or install the Products there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.
- B. Authority. Customer represents and warrants to Company that: (i) it is duly organized, validly existing, and validly subsisting or in good standing under the Laws of the state where it was formed, duly qualified to do business and in good standing in every jurisdiction in which such qualification is required; (ii) it has the full right, corporate power and authority to enter into this Agreement and to perform its obligations under this Agreement; and (iii) the execution of this Agreement by the



Individual whose signature is set forth at the end of this Agreement, and the delivery of this Agreement by Customer, have been duly authorized by all necessary corporate or other entity action on the part of Customer.

12. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.
- A. Product Warranty. Company warrants to Customer that for a period of twelve (12) months after the date of installation or first use by Customer, whichever is earlier, the Products will be free from defects in materials and workmanship; provided, however, that the foregoing warranty shall not apply to any repairs or servicing made necessary by or arising out of any of the events set forth in Section 10.C of these Terms. Customer's sole remedy, and Company's sole liability, for breach of the warranty set forth in this Section 12.A shall be for Company to repair or replace, at Company's option, free of charge for parts or labor, any part which, in its opinion shall be proved defective in materials or workmanship under normal use and service.
 - B. Service Warranty. Company warrants that all Services will be performed in a good and workmanlike manner and in compliance with all applicable laws and regulations. Customer's sole remedy, and Company's sole liability, for breach of the warranty set forth in this Section 12.B shall be for Company to re-perform the defective Services.
 - C. Third-Party Products. Products manufactured by a third party ("Third-Party Products") are not covered by the warranty in Section 12.A. Warranties for Third-Party Products, if any, are provided by the manufacturer or supplier of such Third-Party Products.
 - D. Disclaimer. Except for the warranties set forth in Sections 12.A and 12.B, Company makes no warranty regarding the Products or Services, including, without limitation, warranties of merchantability, fitness for a particular purpose, title, and non-infringement, whether express or implied by law, course of dealing, course of performance, usage of trade, or otherwise, and Customer expressly waives all such warranties.
13. TERM; TERMINATION.
- A. Term. The following is applicable only if this Agreement involves the provision of Services: The initial term (the "Initial Term") of this Agreement will commence on the effective date indicated in this Agreement and will continue for the duration set forth in the Agreement, or, if no duration is specified in the Agreement, for a duration of one (1) year. This Agreement will automatically renew for successive one (1) year periods (each a "Renewal Term" and, together with the Initial Term, the "Term") until terminated as provided in this Agreement. Each Renewal Term will be subject to the terms and conditions of this Agreement, except that the fees for the Services for each Renewal Term will be at the rate then charged by Company for similar services. Either party may terminate this Agreement by giving the other party written notice of termination at least thirty (30) days prior to the end of the then-current Initial Term or Renewal Term, as applicable, unless earlier terminated by Company in accordance with these Terms.
 - B. Termination by Company. Company may terminate this Agreement immediately or cease or suspend performance of Services upon the occurrence of a "Default" (defined below). In the event this Agreement is terminated for any reason, the balance of the purchase price and all costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.
14. DEFAULT. Any one or more of the following shall constitute a default by Customer under this Agreement (each, a "Default"): (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer fails to comply with any term or provision of this Agreement; (iii) Customer files a petition in bankruptcy or Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature, as determined by Company in its sole discretion; or (v) Customer makes an assignment for the benefit of its creditors.
15. REMEDIES. In the event of a Default, Company may exercise any one or more of the following remedies, in any combination:
- A. Discontinuance of Services. Company may immediately terminate this Agreement, refuse to continue to provide the Services, or provide the Services on another basis, including, without limitation, requiring Customer to pay in advance or to have a credit card on file with Company.
 - B. Acceleration. Company may accelerate all amounts due under this Agreement for the then-current Initial Term or Renewal Term of this Agreement, as applicable. The parties agree that such acceleration is not a penalty, but is in the nature of liquidated damages because the parties agree Company's actual damages would be impossible to determine.
 - C. UCC. To the extent applicable, Company may exercise all remedies of a secured creditor under the Pennsylvania Uniform Commercial Code, 13 Pa.C.S. §§ 1101 *et seq.*
16. INDEMNIFICATION. Customer assumes financial and legal responsibility for damage or injury (including, without limitation, death) to all persons, and property damage or loss of use of property, caused by, resulting from, or arising out of any negligence by or contributed to by Customer, its agents, servants, or employees, and from failure to make any repairs or upgrades recommended by Company. Customer shall, at its cost, indemnify, hold harmless, and, at Company's option, defend, Company and its officers, directors, employees, agents, and contractors against any and all claims, demands, causes of action, proceedings, assessments, damages, liabilities, settlements, judgments, fines, penalties, interest, costs, and expenses (including, without limitation, reasonable attorneys' fees), arising from or relating to: (a) Customer's breach of any of its representations, warranties, or covenants in this Agreement; (b) any negligence or other tortious conduct by Customer or any of its agents, employees, or servants; or (c) any violation of any applicable law, rule, regulation, or order by Customer or any of its agents, employees, or servants. This Section 16 will survive termination of this Agreement and payment in full by Customer for the Products and Services.
17. INSURANCE. Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the Services to be performed under this Agreement. Customer shall provide evidence of such insurance coverage to Company upon request. Company maintains general liability insurance in the amount of \$1,000,000 per occurrence with a general aggregate limit of \$2,000,000. Company maintains a \$2,000,000 umbrella and statutory limits for worker's compensation insurance. Customer



may request that Company obtain insurance limits greater than those set forth in the prior sentence, but Customer shall pay the cost of any additional premiums for such increased coverage.

18. **WAIVER OF SUBROGATION.** Customer shall waive all rights of subrogation as allowed by governing insurance policies. Customer acknowledges that Company does not assume risk or liability for loss due to fire or damages to Customer's premises, any existing system, or the Products, or personal injury due to either the operation or non-operation of the existing system or the Products. Customer acknowledges that Company is relying upon this waiver in determining the cost of the Products and Services.

19. **LIMITATION OF LIABILITY.**

- A. *Company shall have no liability to Customer or any third party for indirect, incidental, exemplary, consequential, punitive, or special damages, including, without limitation, lost profits, loss of income, loss of use, or loss of goodwill, arising out of this Agreement or the use or possession of the Services or Products, however caused and under any theory of liability (including, without limitation, negligence), whether based in contract, tort, or any other cause of action, regardless of whether such damages were foreseeable, and whether or not Company has been advised of the possibility of such damages, and notwithstanding the failure of any remedy of its essential purpose.*
- B. *Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement, directly or indirectly, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, is limited to the lesser of: (i) the total amount paid by Customer to Company under this Agreement in the twelve-month period immediately preceding the event giving rise to the liability; or (ii) the actual direct damage suffered by Customer.*
- C. *Customer acknowledges that Company is not an insurer and that Company is relying upon the limitations in this Section 19 to determine the cost of the Services and Products.*

20. **MISCELLANEOUS.**

- A. **Breach by Company.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.
- B. **Time Limitation.** All claims, actions, or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section 20.B.
- C. **Commercial Transaction.** The parties acknowledge that the transactions contemplated by this Agreement are commercial transactions and not for personal, family, or household use.
- D. **Force Majeure.** Company shall not be liable for failure to perform, or for delay in performing, any of its obligations under this Agreement when and to the extent such failure or delay is caused by or results from: (i) an act of God, including elements of nature, flood, earthquake, hurricane, blizzard, tornado, tsunami, epidemic, or other natural phenomenon; (ii) civil disorder, including riot, rebellion, revolution in any country, act of terrorism, sabotage and war; (iii) accident, including fire, explosion and the breakage or failure of machinery or apparatus; (iv) a change in governmental laws or regulations, order or action, including any change in market prices precipitated by government action or shutdown and national defense requirements; (v) power outages or failures, including transportation outages, electric outages, telecommunications outages and other computer and system failures; (vi) labor trouble, including strike, lockout or injunction (except when such labor event is within the reasonable control of Company); (vii) Customer's denial to Company of full access to the site; or (viii) any other event or act of third parties beyond Company's reasonable control.
- E. **Remedies Cumulative.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer will not be construed to be exclusive, but are cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed successively or concurrently, and any such action will not operate to release Customer until the all amounts due and to become due under this Agreement have been paid in full.
- F. **Attorneys' Fees.** Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation or enforcement of this Agreement that results in litigation in which Company is the prevailing party.
- G. **Notices.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight courier; or (iii) first class mail, to Company at Communication Systems Integrators, 4670 Schantz Road, Allentown, PA 18104, Attn: President, and to Customer at the address on the invoice accompanying this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this paragraph.
- H. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, unenforceable, or invalid, such provision shall be modified to the extent necessary to eliminate such illegality, unenforceability, or invalidity. If the amendment or modification of such provision is impossible, the Agreement shall be construed as if it never contained the invalid, illegal, or unenforceable provision, and such provision shall not affect any other provision of this Agreement.



- I. **Assignment; Binding Effect.** Customer shall not assign, delegate, or otherwise transfer any of its rights or obligations under this Agreement, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without Company's prior written consent, which consent may be withheld in Company's sole discretion. Any attempted assignment in violation of this paragraph will be void and of no effect. This Agreement will inure to the benefit of and be legally binding upon Company and Customer and their respective successors and permitted assigns.
- J. **Modifications.** No amendment or modification of this Agreement will be effective unless in writing and signed by all parties.
- K. **Waiver.** No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.
- L. **Governing Law.** All matters arising out of or relating to this Agreement will be construed and enforced in accordance with the substantive and procedural laws of the Commonwealth of Pennsylvania, without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company's rights and Customer's obligations under the Pennsylvania Contractor and Subcontractor Payment Act, 73 P.S. §§ 501 *et seq.* This Agreement shall not be governed by the provisions of the United Nations Convention on Contracts for the International Sales of Goods.
- M. **Jurisdiction.** Customer consents to the exclusive jurisdiction and venue of the Lehigh County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the interpretation and enforcement of this Agreement, the collection of any amounts due under this Agreement, and any claims disputes arising under or relating to this Agreement, and Customer waives any objections to such exclusive jurisdiction and venue, including objection as to an inconvenient forum. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 20.G.
- N. **Waiver of Jury Trial.** *The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.*
- O. **No Set-Off.** Customer shall not set off against amounts due to Company. Any violation of this Section 20.O by Customer will constitute a material breach of this Agreement and will entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.
- P. **Survival.** The following provisions of this Agreement will survive termination or expiration of this Agreement: Sections 7, 8, 12, 16, 18, 19, 20, and any provision that should by its nature survive termination or expiration of this Agreement.
- Q. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

V. ITEMS FOR DISCUSSION

4. Grocery Bid Proposal

Grocery Bid Group Proposal

3/3/21

Name of Group - Tri-State Food Service Group

Dates of Agreement – 7/1/2021-6/30/22

*Details:

- Savings in food costs – Approx \$8,700.00 on higher volume items.
- Reduces labor hours/dollars spent on bid process.
- Reduces costs involved with advertising bids.
- Food Service Department deals with ONE Grocery Vendor.
- Product availability is not an issue (All bid items are stocked).
- Order entry is all electronic. Eliminates sales reps coming into the bldgs/offices.
- Large variety of products to choose from.
- Procurement procedures are more streamlined via Tri-State.
- ESASD will still bid out Dairy and Bread Products.
- Current local grocery vendor; Pocono Pro, was recently bought out by Driscoll Foods, vendor out of New Jersey.

Additional Notes, see attachments:

*\$20.00 Piggyback fee for the 21-22 school year

*Please see the attached Membership List

*Participation Agreement

GREAT VALLEY SCHOOL DISTRICT
FOOD SERVICE DEPARTMENT
47 Church Road
Malvern, PA 19355
610-889-2125, ext. 51979

DATE: January 8, 2021
FOR:

School District:
Address:

DESCRIPTION	AMOUNT
Request for Proposal for Food Products and Distribution Piggyback Agreement	\$20.00
Bid work reimbursement fee	
TOTAL	\$ 20.00

Make all checks payable to:

GVSD - Food Service
47 Church Road
Malvern, PA 19355

TSFG Membership List									
2017-19 Members									
School District	Last Name	First Name	Mailing Address	Town, Zip	Email	Office Phone	Enroll	Delivery Locations	
Antitiam SD	Detwiler	Tracy	100 Antitiam Rd	Reading, PA 19606	tdetwiler@antitamtsd.org	610-779-2606 x118	1050	2	
	Hartman	Cathy	101 Antitiam Rd	Reading, PA 19607	chartman@antitamtsd.org	610-779-2606			
Aspira Charter Schools	Picorelli	Dennis	6301 N 2nd St.	Philadelphia, PA 19111	dpicorelli@aspirapa.org	215-324-7012 x215	4000	4	
Antonia Paritola Charter School	Picorelli	Dennis	4101 N American St	Philadelphia, PA 19140	dpicorelli@aspirapa.org	215-329-2733			
John B Strosson Charter School	Picorelli	Dennis	3200 B St.	Philadelphia, PA 19134	dpicorelli@aspirapa.org	215-291-4720			
Olney Charter High School	Picorelli	Dennis	100 W Duncanston Ave.	Philadelphia, PA 19120	dpicorelli@aspirapa.org	215-456-3024			
Eugenio Maria de Hosos	Picorelli	Dennis	6301 N 2nd St	Philadelphia, PA 19120	dpicorelli@aspirapa.org	215-324-7012			
Bensalem Township	Welch	Koser	Jack		jackkoser1@gmail.com				
	DiGiacomo	Polly	3000 Donallen Dr.	Bensalem, PA 19020	pwelch@bensalemsd.org	215-750-2800 ext 4209	6450	9	
	Nissel	Crystal	(Assistant Coordinator)		colgacomo@bensalemsd.org	ext 4208			
Brandywine Heights	Pawling	Barb	200 W Weiss Street	Topton, PA 19562	barb@sosgroupinc.com	610-761-5194	2900	3	
	Favoroso	Brian	201 W Weiss Street	Topton, PA 19563	brpaw@ghasd.org	610-682-5141	3460	3	
Bristol Borough	Whebb	Marie	450 Beaver St.	Bristol, Pa 19007	mfavoroso@bbsd.org	215-781-1000 x2502	3417	2	
Bristol Township	Whebb	Ritchie	6401 Mill Creek Rd	Levittown, PA 19057	rwebb@bbsd@hotmail.com	215-943-3200 x 237	6700	6	
Bucks Co Technical HS	Mazocchi	Anthony	610 Wistar Rd	Fairless Hills, PA 19030	amazocchi@bcths.com	215-949-1700 X.2235	1400	1	
Bucks County Youth Center	Froehlich	Jacqueline	1750 Easton Rd.	Doylesstown, PA 18901	jfroehlich@buckscounty.org	215-340-8302	96	1	
Cocalico	Dunn	Chris	820 S 4th St	Denver, PA 17517	chris_dunn@cocalico.org	717-336-1578	3150	5	
Collegium Charter School	Ely	Michael	435 Creamery Way Suite #304	Exton, PA 19341	mely@collegium-charter.org	610-903-1500 X6154	2900	4	
Colonial	McCoy	Lori	4118 Franklin Way	Lafayette Hill, PA 19444	lmccoy@colonialsd.org	610-834-1670 x 8205	4700	7	
Deary Township	Hummel	Greg	30 East Granada Ave	Heishev, PA 17033	ghummel@hershey.k12.pa.us	717-581-2233	3400	4	
Esperanza Academy	Watts	Brian	301 W Hunting Park	Philadelphia, PA	bwatts@encacademy.net	215-457-3667 ext. 1794	1600	2	
Forest City Regional SD	Marines	MaryLee	100 Susquehanna St	Forest City, PA	mimartines@frsrd.org	570-785-2412	850	1	
Great Valley	Mella	Nicole	47 Church Road	Malvern, PA 19355	nmella@gvcsd.org	610-889-2125x51879	4000	6	
	Gartner	Kelsey			kgartner@gvcsd.org	610-889-2125x52167			
Hempfield SD	Brian	Rathgeb	200 Church Rd	Landsville, PA 17538	brian_rathgeb@hempfieldsd.org	717-459-5271	7000	10	
Lower Merion	Cassaneda	Karen	301 East Montgomery Ave.	Andmore ea 19003	ekassan@lmsd.org	610-645-1924	8500	10	
	Mongiello	Randi	(Assistant Director)		rmongier@lmsd.org	610-645-1991			
Manheim Central	Ludwig	David	400 Adele Ave	Manheim PA 17545	ludwigd@manheimcentral.org	717-664-8425	3000	3	
Montgomery County Youth Center	Cameron	Jace	540 Port Indian Rd	Norristown, PA 19003	lcameron@ovsdpd.org	610-691-4159	48	1	
Oley Valley SD	Jones	Maria	17 Jefferson St.	Oley, PA 19547	mjones@ovsdpd.org	610-987-4100 x1210	1700	3	
	Nissel	Barb	7 Jefferson St.	Oley, PA 19547	barb@sosgroupinc.com	610-761-5194	1705	3	
Radnor Township	Cooke/ Nissei	Beth	135 S. Wayne Ave.	Wayne, PA 19087	beth.cooke@rtds.org	610-688-8100 x 6048	3700	5	
Schuylkill IU #29	Boogian	Diane	P.O. Box 130	Mar Lin, PA 17951	boogad@iud29.org	570-544-9131 x 1294	120	1	
	Cunningham	Yvonne			cunmy@stcenters.org				
Upper Dublin	Delle	Kristan	1580 Fort Washington Ave	Maple Glen, PA 19002	kdelle@uds.org	267-975-9033	4300	6	
Woodsword Academy	Williams	Melesa	2101 Pennsylvania Ave	Fort Washington, Pa 19034		215-643-5400	250	6	
Upper Merion Area SD	Bartlett	Penny	450 Keebler Rd	King of Prussia, PA 19406	pbartlett@umasd.org	610-705-8804	4000	6	
Upper Meriland	Harding	Melesa	2900 Tenwood Rd.	Willow Grove, PA 19090	mharding@umsd.org	215-830-1522	3076	3	
								5	
						TOTAL:	83432	116	

Tri-State Food Service Group (TSFSG) Participation Agreement

I, _____ representing _____ (SFA/LEA/organization) agree to be an active participant in the Tri-State Food Service Group (TSFSG) for the commodity, manufacturer, and market basket bids. (Please submit a form for each individual SFA/LEA/organization you are representing.)

Please complete the following information

Contact Information

Name: _____

Mailing Address: _____

Email: _____

Office Phone Number: _____ Cell Phone Number: 215 669-2416

District Enrollment: _____ Number of Delivery Locations: _____

1. I will supply any requested velocity/usage information to be used for the purpose of gathering product information and quantities for the bid and for review of bid compliance throughout the duration of the bid period.
2. I agree to assist in the financial costs associated with administration of the bid. This may include but is not limited to, advertising, legal counsel, etc. Any incurred costs will be divided equally between participating members.
3. I agree to be an active participant in the group. I will respond to emails, meet deadlines and attend meetings.
4. I understand that the bid process involves decisions that affect the group. I will participate in those decisions and will abide by the decision of the group.
5. I understand that SFA/LEA/organization is responsible for ordering the volume of products that will be submitted in the usage reporting phase of the bid(s). This does not affect my ability to order other products.
6. No additional items will be added after the bid has been awarded by TSFSG. However, the group can establish opportunities to present additional bids.
7. I understand that failure to participate in any of the above items will disqualify my SFA/LEA/organization from receiving TSFSG pricing.

I wish to become a member of the Tri-State Food Service Group (TSFSG) and I agree to comply with the above guidelines.

Name: _____ Date: _____

I DO NOT wish to become a part of the Tri-State Food Service Group (TSFSG) and understand this revokes my ability to receive TSFSG's pricing in the 2017-2019 award period.

Name: _____ Date: _____

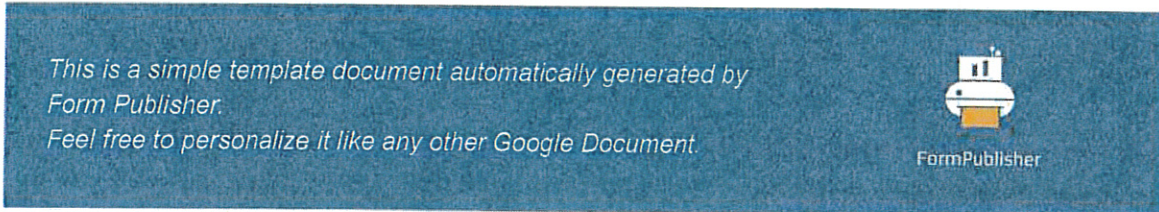
Forms must be returned to Nicole Melia at nmelia@gvsd.org no later than January 6th, 2017, or it is understood that you have forfeited participation in the group.

V. ITEMS FOR DISCUSSION

5. Fox Model 450 Oboe, Instrumental Music
H.S. South - \$5,700.00

Form Publisher Template

02/26/2021



Questions list:

:

Name Of Requester: Katy Clogg

Department: Instrumental Music

Building: High School South

What service or item are you requesting?: Fox Model 450 Oboe

Why are you requesting the service or item?: Need another oboe for another oboe student

Suggested Replacement:: Fox Model 450 Oboe

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

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

Nazareth Music Center: \$5700

Woodwind and Brasswind: \$6400

Musicians Friend: \$6400

What is the total cost of the purchase?: 5700

Procurement Method:: Quote

Was this purchase budgeted?: Yes

Which Fund will be charged?: 10

What account will be charged?: 10-1110-752-000-30-820-125-000-0000

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

Any additional information you would like to provide.: No shipping needed. I can pick up from the store the next time I am down there.

Nazareth Music Center
162 South Main St
Nazareth PA 18064
P: 610-759-3072
F: 610-759-0655
Email: admin @nazarethmusic.com

East Stroudsburg High School South
Fox Oboe Quote
3/1/2021

Instrument: Oboe
Model: Fox 450
Quantity: 1 @ \$5,700
Price: \$ 5,700

Total Cost: \$ 5,700

Promotional Financing Available + 10% Back in Rewards | Shop Now

Free Shipping Details | Gift Certificates

Questions? Call: 800.348.5003 Educators Call: 800.346.4448

WOODWIND BRASSWIND

Enter keywords, item # or catalog #

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Shop By Category

Shop By Brand

Clearance | Open Box | Educators | Music Room

Free Shipping on Most Orders!

Home > Woodwinds > Double Reed Instruments > Oboes > Professional Oboes

Top Rated



Fox Model 450 Oboe

★★★★★ 2 Reviews | Write a Review

Fox 450 Professional Series Oboe Fox oboes are quickly gaining the same stellar reputation as Fox bassoons. Outstanding craftsmanship and meticulous c...

[Click To Read More About This Product](#)

In Stock & Ready to Ship

Most orders placed before noon ET ship same day (except weekends and holidays)

\$6,400.00

QTY

1



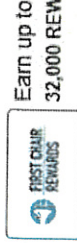
Add to Cart

SKU 4671889000000



Add to Wish List

See All Fox Professional Oboes

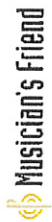


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Fox

Fox Model 450 Oboe

SKU: 4467166400000000



Special Financing Offer

\$6,400.00 or Special 6-month financing on select brands with your Musician's Friend Platinum card. Valid through 12/31/2021 [Get Details](#)



Earn 51,200 reward points (\$512.00 in credit) | [Details](#)

In Stock & Ready to Ship

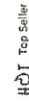
Most orders placed before noon ET ship same day (except weekends and holidays)

1 ▾

Add to Cart



Free Shipping



Flexible Financing



Lowest Price

Gold Coverage Protection

V. ITEMS FOR DISCUSSION

7. Berkheimer Resolution

RESOLUTION

A RESOLUTION OF THE GOVERNING BOARD OF EAST STROUDSBURG ASD, MONROE COUNTY, PENNSYLVANIA, AUTHORIZING, EMPOWERING AND DIRECTING THE PROPER OFFICERS OF THE GOVERNING BOARD TO APPOINT A LIAISON BETWEEN IT AND BERKHEIMER, THE DULY APPOINTED COLLECTOR OF LOCAL TAXES FOR THE DISTRICT, FOR THE EXPRESS PURPOSE OF SHARING CONFIDENTIAL TAX INFORMATION WITH THE DISTRICT FOR OFFICIAL PURPOSES.

WHEREAS, Act No. 511 of the 1965 General Assembly of the Commonwealth of Pennsylvania (53 P.S. §6901 et seq.), enacted December 31, 1965, and effective January 1, 1966, authorizes certain political subdivisions, including EAST STROUDSBURG ASD, MONROE COUNTY, to provide for the creation of such bureaus or the appointment and compensation of such officers, clerks, collectors and other assistants and employees as may be deemed necessary for the assessment and collection of taxes imposed under the authority of that Act; and

WHEREAS, EAST STROUDSBURG ASD, MONROE COUNTY, has entered into contractual agreement with BERKHEIMER of Bangor, Pennsylvania, whereby and whereunder EAST STROUDSBURG ASD appointed Berkheimer to collect certain local taxes; and

WHEREAS, said Act 511 specifically mandates that any information gained by the appointed tax officer, his agents or by any other official or agent of the taxing district, as a result of any declarations, returns, investigations, hearings or verifications required or authorized by the taxing municipality's ordinance or resolution, be kept confidential, except for official purposes; and

WHEREAS, any person who divulges any information which is confidential under the provisions of any ordinance or resolution, upon conviction may be subject to fines and/or imprisonment, upon conviction, and dismissal from office or discharge from employment; and

WHEREAS, Berkheimer requires passage of a resolution by the governing body of EAST STROUDSBURG ASD, MONROE COUNTY specifying that said confidential information is needed for official purposes and absolving Berkheimer from any liability in connection with the release of said confidential information;

NOW, THEREFORE, BE IT RESOLVED that:

1. EAST STROUDSBURG ASD, MONROE COUNTY hereby appoints Chief Financial Officer and Bookkeeper as its authorized representative to make requests upon and receive any and all tax information and records from Berkheimer, relative to the collection of taxes for EAST STROUDSBURG ASD, as desired and deemed necessary by EAST STROUDSBURG ASD, to be used for official purposes only; and

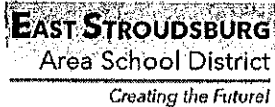
2. Berkheimer is hereby directed to provide and/or transmit any and all tax information and records, or any portion thereof, relating to the collection of taxes for the EAST STROUDSBURG ASD, upon request, to Chief Financial Officer and Bookkeeper as the authorized contact representative for it.

3. EAST STROUDSBURG ASD, MONROE COUNTY hereby saves harmless, indemnifies and/or absolves Berkheimer from and against any and all liability in connection with the release of said confidential information.

RESOLVED, ENACTED AND ADOPTED at a meeting held on the _____ day of _____, _____.

BY: _____

ATTEST:



Sonya Burch <sonya-burch@esasd.net>

RE: Setup New Login

1 message

Debbie Homulka <dhomulka@hab-inc.com>

Wed, Mar 3, 2021 at 10:06 AM

To: Sonya Burch <sonya-burch@esasd.net>

Cc: Craig Neiman <craig-neiman@esasd.net>, Ashley Rowe <arowe@hab-inc.com>

Good morning Sonya,

I hope all is well with you.

I looked up the confidential contact resolution and see that specific names are listed on the confidential contact resolution. Therefore, I am attaching a blank confidential contact resolution. Please have this completed and returned to me. On the resolution, in the space where you enter the contact, you should enter a job title such as "Secretary/Treasurer" instead of a proper name. That way, if there is a change of personnel in that job title, it would be easier to change, and a new resolution wouldn't need to be passed. Please include all job titles that need access when completing this resolution. When this has been completed, please return to me, along with a letter, on the school district's letterhead, naming the persons in the title/position and their email address.

You can either email me or fax to my attention at: 610-588-5765. I will have the Accounting Department grant him temporary access for 30 days until the resolution can be returned to me.

Thank you,

Deborah Homulka

Client Services Representative

Office: 800-360-8989 ext. 2046

Fax: 610-588-5765

dhomulka@hab-inc.com

We innovate. The rest can only imitate.

From: Sonya Burch <sonya-burch@esasd.net>

Sent: Wednesday, March 3, 2021 9:09 AM

To: Debbie Homulka <dhomulka@hab-inc.com>

V. ITEMS FOR DISCUSSION

8. Additional Hours for Virtual Classwork Help
Schedule Be Appointments

Motion to approve additional hours for Virtual Classwork Help Schedule B appointments, for the purpose of providing support to students and families. These positions are fully funded through the ESSERS Grant. No appointment is hereby made in the event that the respective programs are cancelled.

Last Name	First Name	Building/Position	Rate	Effective Dates
Andrews	Andronikki	Virtual Classwork Help Advisor Grades K-2	\$29.56 per hour not to exceed 50 hours	2020/2021 School year
Christiansen	Marie	Virtual Classwork Help Advisor Grades K-2	\$29.56 per hour not to exceed 50 hours	2020/2021 School year
Rescigno	Barbara	Virtual Classwork Help Advisor Grades 3-5	\$29.56 per hour not to exceed 50 hours	2020/2021 School year
Rolando	Tina	Virtual Classwork Help Advisor Grades 3-5	\$29.56 per hour not to exceed 50 hours	2020/2021 School year
Trauschke	Billie	Virtual Classwork Help Advisor Grades 3-5	\$29.56 per hour not to exceed 50 hours	2020/2021 School year
Winkler	Mary	Virtual Classwork Help Advisor Grades K-2	\$29.56 per hour not to exceed 50 hours	2020/2021 School year

V. ITEMS FOR DISCUSSION

9. Vehicle List (excluding buses)

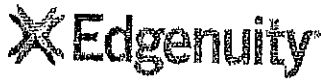
Veh #	Insd. ID	Vehicle Description
98	Band North	2012 Gmc Savana
99	Band North	2013 Car Mate Trailer
24	Band Van South	2010 Ford E450
101	Caf/Currier South	2013 Gmc Savana
7	Café Van	2000 Ford E450 Van
17	Cafeteria	1998 Ford E350 Sup Dut XI Wag
26	Food Services	2011 Chevrolet Express
406	Food Services	2018 Isuzu NPRHD
100	South Cafeteria	2013 Gmc Savana
12	Drivers' Ed	2005 Dodge Stratus Coupe
298	Drivers' Ed South	2017 Ford Fusion
432	HSN Drivers Ed.	2020 Ford Fusion
8	Grounds	2001 Ford F450
16	Grounds	1995 Mitsubishi Truck
20	Grounds	2008 Ford F450
25	Grounds	1997 Ford Box Truck
53	Grounds	2001 Hudson Trailer
55	Grounds	2004 Kaufman Trailer
265	Grounds	2015 Gmc Sierra K3500
292	Grounds	1997 GMC Dump Truck
401	Grounds	2018 Ram 3500
433	Grounds	2017 Fuso FE160 Truck
434	Grounds	2020 Ford F350 Super Duty
6	Maintenance	1999 Ford E350 Van
54	Maintenance	2010 Cam Trailer
212	Maintenance	2001 Ford F550 Bucket Truck
264	Maintenance	2015 Gmc Sierra K3500
293	Maintenance	2015 GMC Savana 3500
296	Maintenance	2017 GMC Savana
297	Maintenance	2017 Ford Truck
341	Maintenance	2017 GMC Savana
405	Maintenance	2018 Ford Transit 250
429	Maintenance	2019 Ford Transit
211	Security	2014 Ford Interceptor
22	Security	2008 Ford Expedition
213	Security	2013 Ford Interceptor
266	Security	2015 Ford Police Interceptor
290	Security	2015 Ford Explorer Police Interceptor
294	Security	2017 Ford Police Interceptor
407	Security	2019 Ford Expedition
18	Transportation	2008 Ford F350 Super Duty (R-Ti
400	Transportation	2018 Ram 3500

V. ITEMS FOR DISCUSSION

10. Current Projects within the District

VII. RECOMMENDATIONS BY THE EDUCATION P&R
COMMITTEE

1. Edgenuity – E-Dynamic Courses - \$3,900



Edgenuity Inc.
 8860 E. Chaparral Road
 Suite 100
 Scottsdale AZ 85250
 877-725-4257

Price Quote for Services
 EAST STROUDSBURG AREA SCHOOL DISTRICT
 East Stroudsburg PA
 Account Number 87299
 Quote Number 188661
 Total \$3,960.00
 Date 1/19/2021

Payment Schedule
 PO Req, Net 30

Contract Start Contract End
 1/20/2021 1/19/2022

Qty	Description	Comment	End Date	Per Unit	Amount
East Stroudsburg Cyber Academy					
40	eDynamic Electives Per Enrollment Per Semester (14 day drop/add grace period)		01/19/2022	\$99.00	\$3,960.00
Subtotal					\$3,960.00
Total					\$3,960.00

It's been a pleasure working with you!

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

EAST STROUDSBURG AREA SCHOOL DISTRICT

Edgenuity Inc. Representative
 Elena Anguita
 Cell: 570-468-7808
 Email: elena.anguita@edgenuity.com

Signature: _____
 Print Name: _____
 Title: _____
 Date: _____

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at <https://edgenuity.formstack.com/forms/ar>. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.

VII. RECOMMENDATIONS BY THE EDUCATION P&R
COMMITTEE

2. OFF2CLASS -- Invoice #ESASD-001-21012021 Software
Services - \$453.60



Invoice for Software Services

Date: January 21, 2021

Vendor and Address: Global Online Language Services Inc. - (374 St. Clements Ave,
Toronto Ontario, Canada, M5N 1M1)

Payee: East Stroudsburg Area School District Parent Academy (Attn: Janice
Rodriguez)

Items:

1 teacher 10 student Premium Yearly Account = **\$453.60 USD**

Total Invoice Amount: \$453.60 USD

Invoice #: ESASD-001-21012021

Vendor Banking Details (for wires) (USD Account)

Bank: Bank of Montreal
Address: 2210 Yonge St, Toronto, ON M4S 2B8, Canada
Accountholder name: Global Online Language Services Inc.
SWIFT Code: BOFMCAM2 (if you need **11-DIGIT SWIFT** use BOFMCAM2XXX)
Account number: 2798 4600-277
Transit number: 2798
Bank Institution Number: 001
IRC: //CC000127982

VII. RECOMMENDATIONS BY THE EDUCATION P&R
COMMITTEE

3. MTSS Grant Allocation - \$4,274.56

For March 15, 2021 board agenda:

Secondary MTSS: Enhancing Middle/High School Partnerships, Practices & Outcomes. For the purpose of attending grant required training for fidelity of implementation of the critical components of a Multi-Tiered System of Supports. Effective dates: August 12-13, 2020, November 4-5, 2020, and March 10-11, 2021. These costs are fully funded by the Secondary MTSS grant.

	Name	Position	Classification	Location	Rate
1.	Cruz, Iveliz	Special Education Teacher	Professional	Lehman Intermediate	\$29.56/ hour (14.25 hour maximum.)
2.	DeLeon, Karla	Math Teacher	Professional	High School North	\$29.56/ hour (9.75 hour maximum.)
3.	DeLong, Jennifer	Science Teacher	Professional	High School North	\$29.56/ hour (14.25 hour maximum.)
4.	Falbo, David	School Counselor	Professional	High School North	\$29.56/ hour (9.75 hour maximum.)
5.	Fuehrer, Kellie	Reading Teacher	Professional	Lehman Intermediate	\$29.56/ hour (14.25 hour maximum.)
6.	Fuller, Jennifer	Dean of Students	Professional	High School North	\$29.56/ hour (9.75 hour maximum.)
7.	Householder, Laura	English Teacher	Professional	High School North	\$29.56/ hour (14.25 hour maximum.)
8.	King, Maki	School Psychologist	Professional	High School North	\$29.56/ hour (9.75 hour maximum.)
9.	Medina, Sandra	Special Education Teacher	Professional	Lehman Intermediate	\$29.56/ hour (14.25 hour maximum.)
10.	Pattison, Gayle	Math Teacher	Professional	Lehman Intermediate	\$29.56/ hour (14.25 hour maximum.)
11.	Pellington, Cynthia	English Teacher	Professional	Lehman Intermediate	\$29.56/ hour (14.25 hour maximum.)
12.	Reveron, Evelyn	ESL Teacher	Professional	Lehman Intermediate	\$29.56/ hour (14.25 hour maximum.)
13.	Sierra, Pamela	School Counselor	Professional	Lehman Intermediate	\$29.56/ hour (14.25 hour maximum.)
14.	Stalker, Michael	Social Studies Teacher	Professional	High School North	\$29.56/ hour (14.25 hour maximum.)

15	Warner, Amberly	Math Teacher	Professional	High School North	\$29.56/ hour (4.5 hour maximum.)
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