

V. ITEMS FOR DISCUSSION

- a. John Deere Gator for JT Lambert Athletics, quote -
\$10,199.47

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**elizabeth-kolcun@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Christopher Rossi

Untitled Title

Department *

Athletics

Building *

J. T. Lambert Intermediate

What service or item are requesting *

John Deere Gator

Why are you requesting the service or item *

Gator will be used for transport of hydration materials, medical supplies and transporting injured athletes in an expedited fashion (especially emergencies)

Suggested replacement *

They have nothing at the school now

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. *

Deere & Company, (#4376) PA Ag and Grounds keeping type power equip 4400020085 (pg 61 cg 22)

What is the total cost of the purchase? *

10,199.47

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

PA Ag and Grounds keeping type power equip 4400020085 (pg 61 cg 22)FED ID#36-2382580, DUNS # 60-7690989

Which Fund will be charged? *

10

What account will be charged? *

10-3250-762-000-20-517-550-000-5000

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

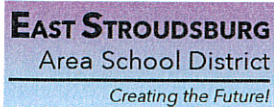
Deere & Company sold us the North Gator and are a government contractor PA Ag and Grounds keeping type power equip 4400020085 (pg 61 cg 22)

Any additional information you would like to provide.

Possibly apply St Luke's money to purchase

This form was created inside of East Stroudsburg Area School District.

Google Forms



Craig Neiman <craig-neiman@esasd.net>

Re: Finance Committee Follow up

1 message

Christopher Rossi <christopher-rossi@esasd.net>

Wed, Sep 15, 2021 at 4:36 PM

To: Craig Neiman <craig-neiman@esasd.net>

Cc: William Riker <william-riker@esasd.net>

Craig,

Thank you for the email. I just got off of the phone with Jorge Perez at St. Luke's regarding possible funding for the Gator through them. There is \$10,000.00 of St. Luke's money for athletic training supplies as per the contract. He stated that we have to send a generic invoice to St. Luke's to stephenie.snyder@sluhn.org (please cc jorge.perez@sluhn.org) requesting the \$10,000.00 specifically for this earmarked money. This \$10,000.00 would apply to the Gator for JTL. There is a \$199.47 difference which can be covered by the JTL athletic training budget. So in review, the total is \$10,199.47 with \$10,000.00 coming from St. Luke's and \$199.47 coming from the already allocated JTL athletic training budget. Please see the attached quote.

Also, to address the board's question as to why it is being ordered now. The Gator has to be built and the lead time is 4-6 months. The pandemic is causing a parts shortage. The earlier an order goes in the better as per Hilltop. I checked into golf carts as an option as well. However, they are about \$1000.00 more expensive and are sold out (new or used). I appreciate your time and attention in this matter. Stay safe.

Christopher A. Rossi, MS, LAT, ATC
Director of Athletic Training
East Stroudsburg Area School District
PATS Secondary School Committee
AHA CPR/AED/First Aid Instructor
Stop The Bleed Instructor
ConcussionWise Instructor

On Wed, Sep 15, 2021 at 11:04 AM Craig Neiman <craig-neiman@esasd.net> wrote:

Chris,

I'm writing to let you know that the Finance Committee denied moving the Lehman ice machine and the JT Lambert Gator forward for vote at the September 20th School Board meeting.

As I understood their rationale, they questioned if the ice could be supplied from the North HS rather than purchasing an additional machine. If this is not feasible, they seemed open to re entertaining the ice machine proposal in October. As for the Gator, they seemed to be questioning the timing based on the fall season already being underway. They also seemed concerned that this was not a budgeted item and questioned if this would be a good item to have funded with the monies we are entitled to from our partnership St. Luke's.

Let me know if you have any questions or if I can be of any assistance if you decide to present either of these items to the committee in the future.

Regards,
Craig

--

Craig Neiman
Chief Financial Officer
East Stroudsburg Area School District
[50 Vine Street](#)
[East Stroudsburg, PA 18301](#)
570.424.8500 ext.10120

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email, and destroy all copies of the original message.

9/29/21, 10:56 AM

East Stroudsburg Area School District Mail - Re: Finance Committee Follow up

CONFIDENTIALITY NOTICE: This email message, including any attachments, is for the sole use of the intended recipient(s) and contains confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email, and destroy all copies of the original message.



ESASD TS GATOR 8-23-21.pdf

340K



A Purchase Order or Letter of Intent is required for all orders.

To expedite the delivery of equipment, the below information must be included on your Purchase Order or Letter of Intent.

For any questions, please contact:

Michael Labarre

Hilltop Sales & Service, Inc
158 Falcone Road
Bangor, PA 18013

Tel: 610-588-4088

Fax: 610-599-1098

Email: mlabarre@hilltopsales.com

- Vendor: Deere & Company
- 2000 John Deere Run
Cary, NC 27513
- Contract name and number
- Signature
- Shipping address
- Billing address
- Membership number (if applicable)
- Tax exempt certificate (if applicable). Must be made out to Deere & Company.

If information is not included, the Purchase Order or Letter of Intent will be returned.



Quote Id: 25101624

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hilltop Sales & Service, Inc
158 Falcone Road
Bangor, PA 18013
610-588-4088
dfalcone@hilltopsales.com

Prepared For:
Christopher Rossi
EAST STROUDSBURG AREA SCHOOL DISTRICT

Proposal For:
Christopher Rossi

Delivering Dealer:

Michael Labarre

Hilltop Sales & Service, Inc
158 Falcone Road
Bangor, PA 18013

dfalcone@hilltopsales.com

Quote Prepared By:

Michael Labarre
mlabarre@hilltopsales.com

Date: 23 August 2021

Offer Expires: 22 September 2021

Confidential



ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Hilltop Sales & Service, Inc
158 Falcone Road
Bangor, PA 18013
610-588-4088
dfalcone@hilltopsales.com

Quote Summary

Prepared For:

Christopher Rossi
EAST STROUDSBURG AREA SCHOOL DISTRICT
Christopher Rossi
50 VINE ST
EAST STROUDSBURG, PA 18301
Mobile: 570-620-8313
christopher-rossi@esasd.net

Delivering Dealer:

Hilltop Sales & Service, Inc
Michael Labarre
158 Falcone Road
Bangor, PA 18013
Phone: 610-588-4088
mlabarre@hilltopsales.com

Quote ID: 25101624
Created On: 23 August 2021
Last Modified On: 23 August 2021
Expiration Date: 22 September 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE GATOR™ TS (Model Year 2022)	\$ 12,288.52	\$ 10,199.47 X	1 =	\$ 10,199.47
Contract: PA Ag and Grounds Keeping Type Power Equip 4400020085 (PG 61 CG 22)				
Price Effective Date: August 22, 2021				
Equipment Total				\$ 10,199.47

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 10,199.47
Trade In	
SubTotal	\$ 10,199.47
Est. Service Agreement Tax	\$ 0.00
Total	\$ 10,199.47
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 10,199.47

Salesperson : X _____

Accepted By : X _____



Selling Equipment

Quote Id: 25101624 Customer Name: EAST STROUDSBURG AREA SCHOOL DISTRICT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
 Hilltop Sales & Service, Inc
 158 Falcone Road
 Bangor, PA 18013
 610-588-4088
 dfalcone@hilltopsales.com

JOHN DEERE GATOR™ TS (Model Year 2022)

Hours:

Stock Number:

Contract: PA Ag and Grounds Keeping Type Power Equip
 4400020085 (PG 61 CG 22)

Price Effective Date: August 22, 2021

Suggested List *

\$ 12,288.52

Selling Price *

\$ 10,199.47

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
56B2M	GATOR™ TS (Model Year 2022)	1	\$ 7,649.00	17.00	\$ 1,300.33	\$ 6,348.67	\$ 6,348.67
Standard Options - Per Unit							
001A	US/Canada	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
0501	PR - Base	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
1015	Turf Tires	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
2016	Non Adjustable Seat	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
3100	Cargo Box Manual Lift	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4099	Less Front Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
4199	Less Rear Protection Package	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
6018	Less Rear Receiver Hitch	1	\$ 0.00	17.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Dealer Attachments/Non-Contract/Open Market							
BM22600	Deluxe Glass Cab	1	\$ 4,443.71	17.00	\$ 755.43	\$ 3,688.28	\$ 3,688.28
BM20414	Heavy-Duty Suspension Kit	1	\$ 195.81	17.00	\$ 33.29	\$ 162.52	\$ 162.52
Dealer Attachments Total			\$ 4,639.52		\$ 788.72	\$ 3,850.80	\$ 3,850.80
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Total Selling Price			\$ 12,288.52		\$ 2,089.05	\$ 10,199.47	\$ 10,199.47

V. ITEMS FOR DISCUSSION

b. Ice machine for Lehman Athletics, quote - \$7,047.00

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**elizabeth-kolcun@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Christopher Rossi

Untitled Title

Department *

Lehman Athletics

Building *

Lehman

What service or item are you requesting *

Ice Machine for Lehman Athletics

Why are you requesting the service or item *

The current machine is broke and not able to be repaired

Suggested replacement *

Manitowoc iYT 1200W-261 water-cooled, 230V, 1ph and Manitowoc D-570 storage bin

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. *

Commercial Refrigeration #5228

What is the total cost of the purchase? *

\$7047.00

Procurement Method: *

- Quote
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- NO

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

PAOAGHC REG #004313 PENNA COSTARS 36-11

Which Fund will be charged? *

10

What account will be charged *

10-3250--762-000-20-518-550-000-5000

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

Commercial Refrigeration is COSTARS and we ordered the North ice machine from them

Any additional information you would like to provide.

We maybe could get reimbursed from St. Luke's since this is for the athletic trainers to use

This form was created inside of East Stroudsburg Area School District.

Google Forms

SALES AGREEMENT
COMMERCIAL REFRIGERATION OF HARRISBURG, INC.
 7841 Witmer Drive Harrisburg, Pennsylvania 17111
Phone (717) 564-2034 Fax (717) 564-4540
 PAOAGHIC Reg. # 004313 PENNA. COSTARS 36-11
 www.crhinc.com



PROPOSAL SUBMITTED TO Lisa Kolcun, District Athletic Secretary	PHONE (570) 424-8500 X 10501	EMAIL Elizabeth-kolcun@esasd.net	DATE 8/20/2021	Page 1 of 1
---	---------------------------------	-------------------------------------	-------------------	-------------

JOB INFORMATION: EAST STROUDSBURG NORTH HIGH SCHOOL – ATHLETIC DEPARTMENT
 ADDRESS: Bushkill Falls Road Bushkill, PA 18324

Commercial Refrigeration of Harrisburg, Inc. will provide the following equipment:

- (1) MANITOWOC iYT 1200W-261 water-cooled, 230v, 1ph (up to 1200# of ice per 24 hours)
- (1) MANITOWOC D-570 STORAGE BIN

PRICE \$7,047.00 TOTAL, DROPPED OFF IN CARTONS

EQUIPMENT WARRANTY:

3-YEARS MANITOWOC PARTS AND LABOR, PLUS 5 YEAR COMPRESSOR PART

LEAD TIME: MANITOWOC ESTIMATING 1 MONTH TO FILL BACKORDERS.

By others: Permits, inspections, applications and any associated fees.

PRICES GOOD FOR 15 DAYS FROM DATE OF QUOTATION. PRICES SUBJECT TO CHANGE AFTER THAT DATE DUE TO MARKET VOLATILITY. A SIGNED AGREEMENT WILL LOCK YOU INTO CURRENT PRICING.

TERMS: SIGNED AGREEMENT. UPON RECEIPT OF INVOICE

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. **NOTICE: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. Cancellation must be done in writing.**

Authorized
Signature _____

Timothy D. Zimmerman, Sr.
Sales Manager/Maintenance Coordinator

Note: This proposal may be
Withdrawn by us if not accepted within 15 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. **Date of Acceptance** _____

Signature _____

Signature _____

V. ITEMS FOR DISCUSSION

- c. Hometown Event Management & Digital Ticketing Software

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**craig-neiman@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Craig Neiman

Untitled Title

Department *

Athletics

Building *

South and North High School

What service or item are requesting *

Digital Ticketing and Event Management Software

Why are you requesting the service or item *

Attendee convenience

Suggested replacement *

New solution

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

N/A

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

Will need to determine who absorbs the cost - the District or the ticket buyer

What is the total cost of the purchase? *

\$1.30 per ticket plus 2.9%

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: _____

Was this purchase budgeted? *

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

Which Fund will be charged? *

10

What account will be charged? *

Will need to determine who absorbs the cost - the District or the ticket buyer

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

Specialized software provider

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms

East Stroudsburg Area School District
Hometown Ticketing

Football Game Revenue Analysis

	<u>South</u>	<u>North</u>
Average Tickets Sold per game in 2021:	617	313
Average Gate Revenue per game in 2021:	\$1,872	\$1,092
Average Ticket Price per game in 2021:	\$3.03	\$3.49

Football Ticket Prices:

Adult - \$4.00

Students, Senior Citizen, Military - \$2.00

	<u>List Price</u>	Hometown Ticketing <u>Fee</u>	Stripe <u>Fee</u>	Stripe <u>2.9% Fee</u>	Total <u>Cost</u>	Total % <u>Markup</u>
Adult	\$4.00	\$1.00	\$0.30	\$0.15	\$5.45	36%
Student	\$2.00	\$1.00	\$0.30	\$0.10	\$3.40	70%

Hometown Ticketing Cost per Game	<u>South</u>	<u>North</u>	<u>Total</u>
100% Conversion to online Tickets	\$897	\$454	\$1,352
75% Conversion to online Tickets	\$673	\$341	\$1,014
50% Conversion to online Tickets	\$449	\$227	\$676
25% Conversion to online Tickets	\$224	\$114	\$338
10% Conversion to online Tickets	\$90	\$45	\$135
5% Conversion to online Tickets	\$45	\$23	\$68



DIGITAL TICKETING AND EVENT MANAGEMENT SOFTWARE SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made and entered into on the latest date under signatures herein (“Effective Date”) between HomeTown Ticketing, Inc. (hereinafter “HOMETOWN”) and _____ (“Client”). For good and valuable consideration, the receipt and sufficiency are hereby acknowledged, the parties hereto agree as follows:

1) TERM

The term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year thereafter and will automatically renew for successive one (1) year terms, unless either Party provides written notice of its desire not to renew at least thirty (30) days prior to the expiration of the then-current term (the initial term, together with any renewal terms, collectively, the “Term”). Either party may terminate this Agreement without cause upon thirty (30) days prior written notice to the other party.

2) HOMETOWN DESCRIPTION OF SERVICES

- a) HomeTown will provide a platform to allow Client to make online ticket sales to its customers (“Customers”).
- b) HOMETOWN agrees to provide an online dedicated “box-office” software platform for Client and Client’s departments or teams to access at any time, from any compatible, web-capable device, which will allow relevant personnel to create, manage, and monitor their event ticketing needs. System will enable customers/fans of Client to purchase digital tickets to listed events via Client’s website.
- c) HOMETOWN will provide an online ticketing platform along with cloud hosting, technical services, and support for Clients. HOMETOWN will also provide customer (fan) support if Client’s customers contact HOMETOWN directly.
- d) The current features of HOMETOWN’s platform may be upgraded, altered, amended, revised, or eliminated at HOMETOWN’s reasonable discretion.
- e) HOMETOWN warrants that its online ticketing system will bill customers for ticket sales as directed by the event configuration in the online box office. HOMETOWN shall ensure that the organization receives the full value of all tickets sold for events through its online ticketing system.
- f) HOMETOWN will charge the ticket face value, and the following service and credit card (“CC”) processing fees for online transactions (collectively, the “Fee”): \$1 per-ticket fee + CC fees (currently 2.9% + \$0.30 per-order) directly to the Fan at time of transaction. Point of Sale orders will charge customer the ticket face value + CC fees of 5% per transaction. HomeTown Ticketing does not charge fees on zero-value tickets.
- g) Season Tickets and Passes are personalized and available in both digital format and professionally produced physical cards. The cost of a digital season pass is \$3 (per pass) and professionally printed passes are \$5. Fees for Season Tickets and Passes are passed on to the consumer unless otherwise noted by the Client.

3) STRIPE UTILIZATION

- a) For the term of this agreement, Client agrees to utilize HomeTown’s exclusive payment processing company, Stripe, Inc. in order to provide Client direct access to face value ticket revenue, reporting and PCI compliant financial transaction. Client will set up an account directly with Stripe and hold an independent business relationship with Stripe through independent Terms of Service found at <https://stripe.com/legal>.

4) RELATIONSHIP OF PARTIES

At all times under this Agreement, HOMETOWN shall be considered an independent contractor. Nothing contained herein, nor any course of action or failure to act, shall be construed to create a partnership, joint venture, common business association, or any other similar entity; nor shall any such action or failure to act be deemed to create an employer-employee or agent-servant relationship between the parties. HOMETOWN and those within its employ shall not be considered employees of the Client for any purpose whatsoever, nor shall the Client act as, or be held out by the HOMETOWN to be, a "common paymaster" for the employees of the HOMETOWN within the meaning of United States Treasury Regulation §31.3121(s)-1 (Title 26 C.F.R. §31.3121(s)-1).

5) CLIENT RESPONSIBILITIES

- a) Client is responsible for the general operations of their events.
- b) Client is responsible for any refunds and for implementing a refund policy and any event or other policies. These policies must be visible on Client's website and conveyed to any customers who purchase tickets through the HOMETOWN platform. HOMETOWN does not provide refunds of any fees, except in the case of full cancellation of an event by the Client due to unforeseen circumstances including natural disaster or COVID-19 protocols. Any other full refunds Client may choose to make to customers will cause the fee to be deducted from Client's account balance to cover the cost of said fees.
- c) Client will be responsible for payment of all such taxes (other than taxes based on HOMETOWN's income), fees, duties and charges, and any related penalties and interest, arising from the payment of any fees hereunder, the grant of license rights hereunder, or the delivery of services.

6) DATA OWNERSHIP

- a) HOMETOWN and Client jointly retain the rights to the ticket sales data in Client's box office and can use this to market to Customers or aggregate the data for statistical purposes during the term of this Agreement.
- b) Upon termination of this Agreement, Client shall receive full rights to all data, including event, customer, and sales records, after the time of termination.
- c) Client grants HOMETOWN limited rights to utilize aggregated (anonymized) data for statistical purposes (including website traffic, total ticket sales and revenue, volume of participating schools and their names, and other aggregate data of similar nature) in its marketing & reporting efforts and to monitor system operations & reliability, which shall survive termination of this Agreement.

7) LIMITATION OF LIABILITY

- a) Client agrees to indemnify, defend and hold harmless HOMETOWN and its affiliates and their respective directors, officers, employees, successors and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to any Client furnished materials.
- b) HOMETOWN agrees to indemnify, defend and hold harmless Client and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses made by third parties resulting from or in connection with: (a) any failure to comply with applicable law or data privacy standards, or any gross negligence, willful misconduct, or other false, misleading or deceptive business practices or advertising; or (b) infringement of copyrights, patents, trademarks or theft of trade secrets related to the license or use of the HOMETOWN technology by Client in accordance with this Agreement.

8) INSURANCE

For as long as HOMETOWN's obligation to indemnify remains in effect, HOMETOWN will maintain comprehensive liability insurance, including product liability coverage, in minimum amounts of One Million Dollars (\$1,000,000) U.S. currency per occurrence and Three Million Dollars (\$3,000,000) U.S. currency in the aggregate, One Million Dollars (\$1,000,000) U.S. currency per occurrence for damage and/or injury to property and Worker's Compensation Insurance as required by law. Such coverage shall be on a date of occurrence form. The insurance coverage required shall be provided by an insurance company or companies with a rating of at least "A" or greater in Bests' Insurance Guide. Upon Company's reasonable request, and annually thereafter, upon reasonable request, HOMETOWN shall provide Company with certificates of insurance evidencing such coverage.

9) CONFIDENTIALITY

- a) **Ownership of Confidential Information.** The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and shall remain the sole property of the disclosing Party or such third party.
- b) **Mutual Confidentiality Obligations.** Each Party agrees as follows: (i) to use the Confidential Information only for the purposes described herein; (ii) that such Party will not reproduce the Confidential Information and will hold in confidence and protect the Confidential Information from dissemination to, and use by, any third party; (iii) that, except as required in performance of a Party's obligations under this Agreement, neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing or are otherwise bound to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information of the other Party in its possession upon termination or expiration of this Agreement.

10) MISCELLANEOUS

- a) **Applicable Law.** Unless stated otherwise, this agreement and the rights and obligations of the parties hereunder shall be construed in accordance with, and shall be governed by, the laws of the State of Ohio, without giving effect to its rules regarding conflicts of laws. Client agrees that any and all causes of action between the parties arising from or in relation to this agreement shall be brought exclusively in the state and federal courts located within the State of Ohio.
- b) **Force Majeure.** HOMETOWN shall be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of god, fire, strike, embargo, terrorist attack, war, pandemic, insurrection or riot or other causes beyond the reasonable control of HOMETOWN. Any delay resulting from any of such causes shall extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.
- c) **Severability** Each party shall perform hereunder in accordance with applicable laws, rules, and regulations now or hereafter in effect. If any provision of this Agreement shall be found to be illegal or unenforceable, then the remaining provisions of this Agreement shall remain in full force and effect, and such term or provision shall be deemed waived for as long as it remains illegal or unenforceable.

11) ENTIRE AGREEMENT; WAIVER

The four-corners of this document, the Agreement, including any Amendment(s) and/or Schedule(s) attached hereto, represents the entire agreement between Client and HOMETOWN. Any waivers, modifications or amendments hereto must be made in writing and signed by the duly authorized representative of both parties before they become effective. Any previous or contemporaneous oral representations, negotiations or other oral representations are expressly excluded, disclaimed, superseded and abandoned from this Agreement unless they are contained in writing within this Agreement. Any failure to enforce any provision of this Agreement shall not be deemed a waiver of any provision of this Agreement. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing. Any consent by any party to, or waiver of, any breach by the other, whether express or implied, shall not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

HomeTown Ticketing, Inc.

Sign: _____

By: Lorien Parry Luehrs

Title: President & COO

Date: _____

[CLIENT]

Sign: _____

By: Craig Neiman

Title: _____

Date: _____

V. ITEMS FOR DISCUSSION

- e. Emergency Connectivity Fund proposal

East Stroudsburg Area School District
Emergency Connectivity Fund filings for ECF Window 2 Year 2021 (7.1.2021 – 6.30.2022)
Proposal for Professional Legal and Consulting Services

The **Emergency Connectivity Fund (ECF)** was established in the spring of 2021 as a one-time Congressional appropriation of \$7.17 billion to fund remote learning Internet access and computers for students and teachers. The fund will pay 100% of costs of laptops and tablets (up to \$400 per device), hotspots/air cards (up to \$250 per device) plus the hotspot monthly service fees, plus wireline Internet to students' and teachers' homes where needed. The equipment and service are for students and teachers to be able to participate in remote learning for the upcoming 12 months beginning July 1, 2021. Remote learning includes virtual classroom learning and after school hours for homework, classwork, etc. The application cycle is very quick – applications began to be submitted on June 29 and the deadline is August 13, 2021.

After the first ECF window closed on August 13, the FCC determined there was \$2 billion of funds remaining. A second window will open on September 29 and close on October 13. The District has analyzed results of a statewide needs survey that was completed by more than 500 families. There are 65 families that indicated their home does not have adequate internet connectivity for their students to engage in remote learning. The District already have leveraged federal COVID relief funding to purchase wireless internet hotspots for student learners but these hotspots may not work in certain areas of the District. For these students, the District wants to leverage ECF money to ensure that all students have adequate internet connectivity at home for remote learning. Please note that remote learning includes hybrid classroom learning as well as after school learning such as homework.

The District has identified various leases of "Connected Devices" that have annual charges that would otherwise be paid from the existing budget. These lease costs will be computed and the eligible costs will be submitted for ECF reimbursement.

Proposed Scope of Services (Immediate)

Identify eligible purchases for FY 2021-2022.

- Prepare Internet availability survey document for District to send to all wireless and wireline Internet service providers to request price quotes.
- Work with District to develop "Unmet Needs" explanation to explain the District's process for identifying homes that need wireline Internet service to be installed.
- Review all District computer leases and identify eligible costs to be requested for reimbursement from ECF.
- If District wants to have Vendor submit the reimbursement form, obtain Vendor consent documentation to upload to the ECF application.
- Review CIPA requirements with District and ensure compliance for remote devices.
- Obtain Vendor SPIN or Vendor contact information if Vendor does not have an E-rate SPIN.
- File ECF Form 471 by October 13, 2021 deadline and respond to PIA inquiries.
- Prepare Purchase Order language upon receipt of funding commitment decision letter or when District wants to place orders.
- Obtain Vendor invoice and proof of payment from District.
- Work with District to set up ECF required asset inventory with specific data fields.
- Work with District to ensure ECF documentation retention requirements are met.
- Assist District with any post-commitment reviews such as a Payment Quality Assurance Review or Audit.

Proposal Price for ECF Filings and Above Scope of Work:

\$5,000 plus 3% of requested reimbursement, capped at \$15,000.

Authorized by East Stroudsburg Area School District

Signature: _____

Name and Date: _____

Authorized by Debra M. Kriete, Esq.

Signature: Debra M. Kriete

Name and Date: Debra M. Kriete, 9/24/2021

V. ITEMS FOR DISCUSSION

g. BerkOne Act 1 Homestead/Farmstead Services, quote - \$3,225.00

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**craig-neiman@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Craig Neiman

Untitled Title

Department *

Business Office

Building *

Administration Building

What service or item are requesting *

Printing of the Homestead/Farmstead Applications

Why are you requesting the service or item *

This is a Commonwealth Act 1 mandate

Suggested replacement *

Berkone Option B at \$0.3264 per application

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

N/A

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

The total cost will be approximately \$3,225.

What is the total cost of the purchase? *

\$0.3264 per application

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

n/a

Which Fund will be charged? *

10

What account will be charged? *

10-2330-330000-00-00-005-000-0000

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

This vendor has had the contract for several years. No other vendor has provided us with a quote the last 3 three years. This is an increase of \$0.0064 from last year and amounts to a total cost increase of approximately \$63.00.

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms

We have prepared a quote for you



Print Services

Quote # 002021

PREPARED FOR
Monroe County School Districts – Homestead/Farmstead Application
Mailing

Service Agreement

Client Requirements

- Client agrees to hire BerkOne to provide the BerkOne Services as specified in this Services Agreement ("Agreement").
- All Act 1 input files submitted to BerkOne must be received in the same format consistent with format provided in the past. Additional programming fees will apply if the file layout is different than the immediately previous year.
- Correct and verified record counts must accompany all file submissions.

BerkOne Services

- BerkOne agrees to process the Client supplied input file(s) "as is" and to print the Act 1 Homestead/Farmstead applications in time to mail them to the Client-supplied addresses on the date mutually agreed to by the Client and BerkOne.
- BerkOne agrees to notify Client and/or county of any record count discrepancies and blank lines.
- With the exception of record counts, BerkOne will neither validate for accuracy nor alter the Client-supplied file(s). Corrections must be provided by the Client in the form of replacement Client-supplied files in the appropriate format.

Terms

- The Act 1 application, letter and instructions are standard forms used among multiple school districts. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- This estimate reflects current understanding of the requirements and estimated volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted and a change order executed by both parties.
- Reprocessing of input file(s) due to problems with the Client-provided file(s) will be billed at the professional services rate.
- Upon completion of BerkOne services, Client will receive an invoice with terms of Net 30 days. Client agrees to compensate and reimburse BerkOne for BerkOne's Services according the pricing for the Service Option selected. All PO Box, Postage, and Shipping Costs will be a direct pass through to the Client. Sales Tax will be applied where applicable.
- Should Client fail to pay BerkOne's invoice when due, BerkOne shall have the right to add and Client shall be liable for interest at the rate of one and one-half percent (1½%) per month on any amount due and outstanding from Client.
- Client shall hold harmless and indemnify BerkOne from and against any and all loss, damage or claim arising from incorrect, illegal or improper record information, data or other documentation of any kind submitted by Client to BerkOne, and / or the withholding of correct, legal or proper information by Client from BerkOne.

- BerkOne does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided hereunder. Additionally, so long as BerkOne mails to the Client-supplied addresses in accordance with mutually agreed to schedule, then BerkOne is not liable for any tax reduction(s) disallowed or not received due to non-receipt or late receipt of the application by the property owner(s).
- BerkOne shall not be liable to Client for any damage arising from any event that is out of the control of BerkOne. Neither shall BerkOne be liable to Client for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BerkOne, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BerkOne has been aware of the possibility of such damages. Any damages not excluded by this provision shall be limited to the total service fees invoiced by BerkOne.
- BerkOne shall not be responsible for delay or default in performance under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or nonperformance or delays through fires, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, severe weather, resulting directly or indirectly from an act of God, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage beyond the parties' control.
- BerkOne and/or its agents/sub-contractors covenant and agree that it will at all times keep confidential any proprietary information of Client, or any of its affiliated companies including, without limitation, technical "know-how," processes, summaries, the identities of Clients, and any other documents or information, obtained from Client or its affiliates during the course of this Agreement or as a result of this Agreement. Any such trade secrets or confidential or proprietary information of Client, or any of its affiliated companies shall be used by BerkOne and/or its agents strictly in the performance of this Agreement.
- Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 et seq., and shall not be appealable except in accordance with such act.
- This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania.
- This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

Printing Services

Description	Price	Qty	Ext. Price
Option A: Printing, mailing, forms, and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information), #9 single window return envelope and #10 double window outside envelope	\$0.3774	TBD	\$0.00
Option B: Printing, mailing, forms, and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information) and #10 double window outside envelope	\$0.3264	TBD	\$0.00
Yellow 1/3 Page Insert	\$0.02754	TBD	\$0.00
Additional Programming: Per Hour	\$130.6875	TBD	\$0.00

Comments

- Pricing may be subject to an annual cost of living increase.
- All PO Box, Postage, and Shipping Costs will be a direct pass through Sales Tax will be applied where applicable.
- This estimate reflects current understanding of requirements and uses the previous year's volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted. Total extended costs are based on actual volume processed. Programming fees will apply if the county file layout is different from previous year.
- The Act 1 application, letter and instructions are standard forms used among multiple school districts. By keeping the form standard for all, we are able to maintain our low cost pricing. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- The data file submitted must meet the expected requirements listed on the quote. Any files that must be reprocessed due to a problem with the file will be charged for additional programming.



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

Print Services

Prepared by:

BerkOne

Tom Tripodi

610.588.0965

ttripodi@berkone.com

Prepared for:

Monroe County School Districts

Quote Information:

Quote #: 002021

Delivery Date: 9/20/2021

Expiration Date: 12/10/2021

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

Monroe County School Districts – Homestead/Farmstead Application Mailing

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number _____

We have prepared a quote for you



Print Services

Quote # 002021

PREPARED FOR

Pike County School Districts – Homestead/Farmstead Application Mailing

Service Agreement

Client Requirements

- Client agrees to hire BerkOne to provide the BerkOne Services as specified in this Services Agreement ("Agreement").
- All Act 1 input files submitted to BerkOne must be received in the same format consistent with format provided in the past. Additional programming fees will apply if the file layout is different than the immediately previous year.
- Correct and verified record counts must accompany all file submissions.

BerkOne Services

- BerkOne agrees to process the Client supplied input file(s) "as is" and to print the Act 1 Homestead/Farmstead applications in time to mail them to the Client-supplied addresses on the date mutually agreed to by the Client and BerkOne.
- BerkOne agrees to notify Client and/or county of any record count discrepancies and blank lines.
- With the exception of record counts, BerkOne will neither validate for accuracy nor alter the Client-supplied file(s). Corrections must be provided by the Client in the form of replacement Client-supplied files in the appropriate format.

Terms

- The Act 1 application, letter and instructions are standard forms used among multiple school districts. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- This estimate reflects current understanding of the requirements and estimated volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted and a change order executed by both parties.
- Reprocessing of input file(s) due to problems with the Client-provided file(s) will be billed at the professional services rate.
- Upon completion of BerkOne services, Client will receive an invoice with terms of Net 30 days. Client agrees to compensate and reimburse BerkOne for BerkOne's Services according the pricing for the Service Option selected. All PO Box, Postage, and Shipping Costs will be a direct pass through to the Client. Sales Tax will be applied where applicable.
- Should Client fail to pay BerkOne's invoice when due, BerkOne shall have the right to add and Client shall be liable for interest at the rate of one and one-half percent (1½%) per month on any amount due and outstanding from Client.
- Client shall hold harmless and indemnify BerkOne from and against any and all loss, damage or claim arising from incorrect, illegal or improper record information, data or other documentation of any kind submitted by Client to BerkOne, and / or the withholding of correct, legal or proper information by Client from BerkOne.

- BerkOne does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided hereunder. Additionally, so long as BerkOne mails to the Client-supplied addresses in accordance with mutually agreed to schedule, then BerkOne is not liable for any tax reduction(s) disallowed or not received due to non-receipt or late receipt of the application by the property owner(s).
- BerkOne shall not be liable to Client for any damage arising from any event that is out of the control of BerkOne. Neither shall BerkOne be liable to Client for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or information of any kind, however caused, and arising out of or in connection with the performance of BerkOne, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BerkOne has been aware of the possibility of such damages. Any damages not excluded by this provision shall be limited to the total service fees invoiced by BerkOne.
- BerkOne shall not be responsible for delay or default in performance under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or nonperformance or delays through fires, floods, droughts, accidents, insurrections, lockouts, breakdown of machinery, severe weather, resulting directly or indirectly from an act of God, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage beyond the parties' control.
- BerkOne and/or its agents/sub-contractors covenant and agree that it will at all times keep confidential any proprietary information of Client, or any of its affiliated companies including, without limitation, technical "know-how," processes, summaries, the identities of Clients, and any other documents or information, obtained from Client or its affiliates during the course of this Agreement or as a result of this Agreement. Any such trade secrets or confidential or proprietary information of Client, or any of its affiliated companies shall be used by BerkOne and/or its agents strictly in the performance of this Agreement.
- Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 et seq., and shall not be appealable except in accordance with such act.
- This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania.
- This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

Printing Services

Description	Price	Qty	Ext. Price
Option A: Printing, mailing, forms, and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information), #9 single window return envelope and #10 double window outside envelope	\$0.3774	TBD	\$0.00
Option B: Printing, mailing, forms, and envelopes: includes generic letter, pre-populated data on application (including SD name and property owner information) and #10 double window outside envelope	\$0.3264	TBD	\$0.00
Additional Programming: Per Hour	\$130.6875	TBD	\$0.00

Comments

- Pricing may be subject to an annual cost of living increase.
- All PO Box, Postage, and Shipping Costs will be a direct pass through Sales Tax will be applied where applicable.
- This estimate reflects current understanding of requirements and uses the previous year's volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted. Total extended costs are based on actual volume processed. Programming fees will apply if the county file layout is different from previous year.
- The Act 1 application, letter and instructions are standard forms used among multiple school districts. By keeping the form standard for all, we are able to maintain our low cost pricing. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- The data file submitted must meet the expected requirements listed on the quote. Any files that must be reprocessed due to a problem with the file will be charged for additional programming.



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

Print Services

Prepared by:

BerkOne

Tom Tripodi

610.588.0965

ttripodi@berkone.com

Prepared for:

Pike County School Districts

Quote Information:

Quote #: 002021

Delivery Date: 9/20/2021

Expiration Date: 12/10/2021

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

Pike County School Districts – Homestead/Farmstead Application Mailing

Signature: _____

Name: _____

Title: _____

Date: _____

PO Number _____

V. ITEMS FOR DISCUSSION

h. Sapphire Software, annual renewal invoice - \$161,242.00

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**craig-neiman@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Craig Neiman

Untitled Title

Department *

Administrative Services

Building *

Admin Building

What service or item are requesting *

K12 Systems Inc., Sapphire Suite Software Subscription License for 2021-22 including Support Services and Data Mining License

Why are you requesting the service or item *

SIS Contract expired as of June 30, 2021 and this is a one year renewal

Suggested replacement *

Old contract

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

Cost increase for renewal is in line with prior contract cost escalators

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

No

What is the total cost of the purchase? *

\$161,242

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

N/A

Which Fund will be charged? *

10

What account will be charged? *

10-2840-650-000-00-000-022-000-0000

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

SIS is imbedded in multiple work processes and replacement is not recommend.

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms

K12 Systems, Inc
 Allentown, PA 18195
 7540 Windsor Drive

Invoice



Phone: (610) 366-9540

Bill To
East Stroudsburg Area School District Business Office/Eric D. Forsyth 50 Vine Stret East Stroudsburg, PA 18301

PLEASE MAKE CHECKS PAYABLE TO "K12 SYSTEMS, INC."

PURCHASE ORDERS CAN BE EMAILED TO
 VANJURAJ@SAPPHIREK12.COM" OR FAXED TO:
 (610) 366-9017

Date	Invoice #
7/1/2021	2684
P.O. No.	Terms
	Net 30

Description	Rate	Qty	Amount
Sapphire Suite Software Subscription License 2021/2022	126,771.00	1	126,771.00
Sapphire Support Services 2021/2022	7,257.00	1	7,257.00
Sapphire Data Mining License 2021/2022	27,214.00	1	27,214.00
Total			\$161,242.00

We appreciate your business. If you have any questions please contact
 vanjuraj@sapphirek12.com

V. ITEMS FOR DISCUSSION

- i. Dude Solutions Software, annual renewal invoice -
\$7,946.56

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**craig-neiman@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Craig Neiman

Untitled Title

Department *

Administrative Services

Building *

Admin Building

What service or item are requesting *

Dude Solutions Inventory Direct and Technology Essentials - Incident

Why are you requesting the service or item *

Annual contract renewal

Suggested replacement *

Old contract

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

Current software

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

No - Current software renewal

What is the total cost of the purchase? *

\$7,946.56 for fiscal 2021-22

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

KPN-A-201912-06

Which Fund will be charged? *

10

What account will be charged? *

10-2840-650-000-00-000-022-000-0000

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

Current software provider

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



Invoice

Tax ID: 56-2174429
Phone: 877-639-3833 (DUDE)
Email: accountsreceivable@dudesolutions.com

Invoice #: INV-90677
Invoice Currency: USD
Invoice Date: 05/07/2021
Terms: Net 30
Due Date: 06/06/2021
Client ID: 3370

Please note our new Remittance Address below.

Bill To:

East Stroudsburg Area School District
Eric Forsyth
50 Vine Street
East Stroudsburg, PA 18301
US

Ship To:

East Stroudsburg Area School District
Eric Forsyth
50 Vine Street
East Stroudsburg, PA 18301
US

PO #:
Reference: KPN Contract # KPN-A-201912-06

Description	Start Date	End Date	Qty	Unit Price	Amount
InventoryDirect East Stroudsburg Area School District	07/01/2021	06/30/2022	1	\$3,707.87	\$3,707.87
TechnologyEssentials - Incident East Stroudsburg Area School District	07/01/2021	06/30/2022	1	\$4,238.69	\$4,238.69
SUBTOTAL					\$7,946.56
Sales Tax					\$0.00
TOTAL					\$7,946.56
TOTAL APPLIED					\$0.00
TOTAL DUE					\$7,946.56

[Need a copy of our W-9? Click here to get a copy from our SharePoint site.](#)

[Have questions regarding your invoice? Click here to see our video.](#)

TO PAY BY CHECK

Dude Solutions, Inc
P.O. Box 936580
Atlanta, GA 31193-6580

TO PAY BY ACH/WIRE

Wells Fargo Bank, N.A.
420 Montgomery St.
San Francisco, CA 94104
Account #: 4490322294
Routing #: 121000248
Swift: WFBUS6S

TO PAY BY CREDIT CARD

Call 877-639-3833 (DUDE)

This Invoice and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DST") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.

V. ITEMS FOR DISCUSSION

j. Zonar Systems Inc., annual renewal invoice - \$51,120.00

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**craig-neiman@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Craig Neiman

Untitled Title

Department *

Transportation

Building *

Administration

What service or item are requesting *

Zonar Systems Inc Annual contract renewal

Why are you requesting the service or item *

Contract has expired

Suggested replacement *

Existing system used by transportation

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

N/A

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

\$51,120

What is the total cost of the purchase? *

\$51,120

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

N/A

Which Fund will be charged? *

10 ▼

What account will be charged? *

10-2720-348-000-00-000-007-000-0000

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

Renewal of current software program

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



18200 Cascade Ave S
 Seattle, WA 98188
 www.zonarsystems.com
 Voice: 206.878.2459
 Fax: 206.878.3082

NEW
 Remit To:
 Zonar Systems Inc.
 P.O. Box 841580
 Dallas, TX 75284-1580

SALES INVOICE

Sales Invoice Number: SI517491
 Recurring Document: SC004897
 Invoice Date: 08/03/21
 Page: 1

East Stroudsburg Area SD
 Attn: Accounts Payable
 50 Vine St
 East Stroudsburg, PA 18301-2150
 USA

East Stroudsburg School Dist
 Attn: Robert Sujjak
 Transportation Dept
 279 N Courland St
 East Stroudsburg, PA 18301-2122

Customer ID	EAS3376	Customer P.O.	21002930	Payment Terms	Net 30 Days	Ship Date	09/02/21
Sales Person	Alex J Kapcar	Ship Via Method	UPS GROUND				
Order Qty	Item	Renewal	Partway	Unit Price	Unit Price	Unit Price	Unit Price
126	PAX005	Renewal	Parkway	276.00	276.00	34,776.00	
6	PAX000	Renewal	Street Service	204.00	204.00	1,224.00	
126	ZPASS001-S	Renewal	ZPASS Service	120.00	120.00	15,120.00	
			Service From: 08/01/21 to 07/31/22				
			Service From: 08/01/21 to 07/31/22				
			Service From: 08/01/21 to 07/31/22				

Subtotal	51,120.00
Total Sales Tax	0.00

If you have a question about your bill you can email: acct@zonarsystems.com
 Interested in Receiving your Invoices and Statements via Email?
 Take the first step by visiting <https://zonarsystems.com/etbil> to update your contact information.

Bank Of America
 100 North Tryon Street
 Charlotte, NC 28255

Account #
 4451331227

Routing / ABA
 Wire - 026009593
 ACH - 111000012
 Swift - BOFAUS33

Bank Info For Electronic Payment

Overnight Lockbox Address
 Bank Of America Lockbox Services
 Lockbox 841580
 1950 N. Stemmons Freeway
 Suite 5010
 Dallas, TX 75207

Rec# 2002176
 Vendor# 3350

V. ITEMS FOR DISCUSSION

k. Edmentum - Reading Eggs - renewal quote - \$6,954.80 - ESSERs
20%

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**william-vitulli@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Vitulli

Untitled Title

Department *

C&I

Building *

Central

What service or item are requesting *

REading Eggs

Why are you requesting the service or item *

Reading support for K-1 & ESL students,...usage reports show tremendous use

Suggested replacement *

none

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

n/a sole provider

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

n/a

What is the total cost of the purchase? *

\$6954.80

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

n/a

Which Fund will be charged? *

10

What account will be charged? *

ESSERs or C&I - will determine

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

n/a

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



Date: 9/16/2021
Order Number: Q-376155
Revision: 1
Order Form Expiration Date: 9/24/2021

ORDER FORM Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com Orders Under \$25,000.00 may pay by Credit Card:
Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer and Billing Address

Customer No.: 180763
Customer Name: East Stroudsburg Area Sch Dist
Billing Address: 50 Vine St
E Stroudsburg, PA 18301-2150

Products and Services

SMITHFIELD ELEMENTARY SCHOOL

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	123	9/25/2021	9/24/2022	12
3rd Party SIS Integration - Reading Eggs	1	9/25/2021	9/24/2022	12

J M HILL ELEMENTARY SCHOOL

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	183	9/25/2021	9/24/2022	12
3rd Party SIS Integration - Reading Eggs	1	9/25/2021	9/24/2022	12

EAST STROUDSBURG ELEM SCHOOL

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	238	9/25/2021	9/24/2022	12
3rd Party SIS Integration - Reading Eggs	1	9/25/2021	9/24/2022	12

MIDDLE SMITHFIELD ELEM SCHOOL

Products	Qty	License Start Date	License End Date	License Term
----------	-----	--------------------	------------------	--------------

				(Months)
Reading Eggs - Program License	159	9/25/2021	9/24/2022	12
3rd Party SIS Integration - Reading Eggs	1	9/25/2021	9/24/2022	12



Date: 9/16/2021
 Order Number: Q-376155
 Revision: 1
 Order Form Expiration Date: 9/24/2021

ORDER FORM Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com Orders Under \$25,000.00 may pay by Credit Card:
 Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

BUSHKILL ELEMENTARY SCHOOL

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	154	9/25/2021	9/24/2022	12
3rd Party SIS Integration - Reading Eggs	1	9/25/2021	9/24/2022	12

RESICA ELEMENTARY SCHOOL

Products	Qty	License Start Date	License End Date	License Term (Months)
Reading Eggs - Program License	173	9/25/2021	9/24/2022	12
3rd Party SIS Integration - Reading Eggs	1	9/25/2021	9/24/2022	12

Subtotal:

USD 6,954.80
USD 0.00
USD 6,954.80

Estimated Tax:
 Total US Funds:

** Unless otherwise specified in this Order Form, the Start Date for your license(s) will be one of the following: (a) the day immediately following the expiration date of the prior license term or (b) the date in which we have accepted your order and have issued log-in credentials for your software license.

Invoicing and Payment Terms

The full amount of Your Order will be invoiced when accepted by Us. Payment is due 15 days after invoice date.

Terms and Conditions

For the purposes of this Order Form, "you" and "your" refer to Customer, and "we", "us" and "our" refer to edmentum Inc. and affiliates. This Order Form and any documents it incorporates (including the Standard Purchase and License Terms located at <http://www.edmentum.com/standardterms> and the documents it references) form the entire agreement between you and us ("Agreement"). You acknowledge that any terms and conditions in your purchase order or any other documents you provide that enhance our obligations or restrictions or contradict the Agreement do not have force and effect.

Purchase Order

You acknowledge that this Agreement is non-cancellable and you will submit a purchase order for the full amount of this Order Form. Your order will not be scheduled for delivery until you have submitted a purchase order referencing and conforming to this Order Form.

Acceptance

This offer will expire on the Order Form Expiration Date noted above unless we earlier withdraw or extend the offer in writing. I represent that I have read the terms and conditions included in this Agreement, that I am authorized to accept this offer and the Agreement's terms and conditions on behalf of the customer identified above and that I do accept this offer on behalf of the customer who agrees to adhere to the Agreement's terms and conditions. To the extent that either parties process does not require that I execute this Order Form, I accept, acknowledge and agree to the terms and conditions identified in and referenced in this Agreement as signified by my receipt, use or access of the products and/or services identified. Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com.

Page 2 of 3



Date: 9/16/2021

Order Number: Q-376155

Revision: 1

Order Form Expiration Date: 9/24/2021

ORDER FORM Please fax all pages to 1.877.519.9555 or email to orders@edmentum.com Orders Under \$25,000.00 may pay by Credit Card:

Call 214.294.9901 or e-mail creditcardprocessing@edmentum.com

Customer Signature:

Name (Printed or Typed):

Title:

Date:

V. ITEMS FOR DISCUSSION

1. Reading Wonders - Special Ed/ESL - renewal quote - \$9,104.01 -
ESSERs 20%

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (**william-vitulli@esasd.net**) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Vitulli

Untitled Title

Department *

C&I

Building *

C&I

What service or item are requesting *

Reading Wonders digital Subscriptions

Why are you requesting the service or item *

For special education and esl students

Suggested replacement *

sole provider

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

n/a

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

n/a

What is the total cost of the purchase? *

\$9,104.01

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

Yes ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

n/a

Which Fund will be charged? *

10

What account will be charged? *

10-1110-650-000-00-000-004-000-0000

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

n/a

Any additional information you would like to provide.

This form was created inside of East Stroudsburg Area School District.

Google Forms



Because learning changes everything.

QUOTE PREPARED FOR: SUBSCRIPTION/DIGITAL CONTACT: East Stroudsburg Area Sch Dist

50 VINE ST
EAST STROUDSBURG, PA 18301-2150
ACCOUNT NUMBER: 410936

CONTACT: SALES REP INFORMATION:

Eleanore Bradley
eleanore.bradley@mheducation.com

Section Summary		Value of All Materials	Free Materials	Product Subtotal
Wonderworks		\$0.00	\$0.00	\$0.00
Teacher Digital Subscriptions		\$4,059.27	\$0.00	\$4,059.27
Student Digital Subscriptions		\$5,044.74	\$0.00	\$5,044.74
PRODUCT TOTAL*		\$9,104.01	\$0.00	\$9,104.01
ESTIMATED S&H**				\$0.00
ESTIMATED TAX**				TBD
GRAND TOTAL*				\$9,104.01

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 09/24/2021 ACCOUNT NAME: East Stroudsburg Area Sch Dist EXPIRATION DATE: 11/08/2021 QUOTE NUMBER: EBRAD-06042021-001

ACCOUNT #: 410936 PAGE #: 1



Because learning changes everything.®

Wonderworks					

Wonderworks Subtotal: \$0.00 \$0.00

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605 Email:
orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 09/24/2021 ACCOUNT NAME: East Stroudsburg Area Sch Dist EXPIRATION DATE: 11/08/2021 QUOTE NUMBER: EBRAD-06042021-001
ACCOUNT #: 410936 PAGE #: 2



Because learning changes everything.®

--	--	--	--	--	--

Teacher Digital Subscriptions

READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-0-02-129429-9	16	\$36.57	\$0.00	\$585.12
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-0-02-129430-5	22	\$36.57	\$0.00	\$804.54
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-0-02-129431-2	12	\$36.57	\$0.00	\$438.84
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 3	978-0-02-129432-9	21	\$36.57	\$0.00	\$767.97
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 4	978-0-02-129433-6	15	\$36.57	\$0.00	\$548.55
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 5	978-0-02-129434-3	12	\$36.57	\$0.00	\$438.84
READING WONDERWORKS TEACHER WORKSPACE 1 YEAR SUBSCRIPTION GRADE 6	978-0-02-129435-0	13	\$36.57	\$0.00	\$475.41

Teacher Digital Subscriptions Subtotal: \$0.00 \$4,059.27

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605 Email:
orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 09/24/2021 ACCOUNT NAME: East Stroudsburg Area Sch Dist EXPIRATION DATE: 11/08/2021 QUOTE NUMBER: EBRAD-06042021-001
ACCOUNT #: 410936 PAGE #: 3



Because learning changes everything.®

Student Digital Subscriptions					
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE K	978-0-02-129436-7	6	\$17.97	\$0.00	\$107.82
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 1	978-0-02-129437-4	22	\$17.43	\$0.00	\$383.46
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 2	978-0-02-129438-1	46	\$18.51	\$0.00	\$851.46
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 3	978-0-02-129439-8	91	\$18.51	\$0.00	\$1,684.41
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 4	978-0-02-129452-7	26	\$18.51	\$0.00	\$481.26
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 5	978-0-02-129453-4	18	\$18.51	\$0.00	\$333.18
READING WONDERWORKS STUDENT WORKSPACE 1 YEAR SUBSCRIPTION GRADE 6	978-0-02-129455-8	65	\$18.51	\$0.00	\$1,203.15

Student Digital Subscriptions Subtotal: \$0.00 \$5,044.74

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605 Email:
orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 09/24/2021 ACCOUNT NAME: East Stroudsburg Area Sch Dist EXPIRATION DATE: 11/08/2021 QUOTE NUMBER: EBRAD-06042021-001
ACCOUNT #: 410936 PAGE #: 4



Because learning changes everything.®

QUOTE PREPARED FOR:

East Stroudsburg Area Sch Dist
50 VINE ST
EAST STROUDSBURG, PA 18301-2150

VALUE OF ALL MATERIALS	\$9,104.01
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$9,104.01
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	TBD
GRAND TOTAL	\$9,104.01

ACCOUNT NUMBER: 410936

CONTACT:

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 45 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes are not included in the quote total. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

[Terms Of Service](#)

[Provisions required by Subscriber State law](#)

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number:

Name of School Official (Please Print) Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO: McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605

Email: orders_mhe@mheducation.com | Phone: 1-800-338-3987 | Fax: 1-800-953-8691

QUOTE DATE: 09/24/2021 ACCOUNT NAME: East Stroudsburg Area Sch Dist EXPIRATION DATE: 11/08/2021 QUOTE NUMBER: EBRAD-06042021-001
ACCOUNT #: 410936 PAGE #: 5

V. ITEMS FOR DISCUSSION

m. Title Crate Software for Grant Management - quote - \$5,000 - Title 1
Grant Funding

Form 611

MUST BE COMPLETED FOR ANY PROCUREMENT OF A SERVICE OR ITEM OVER \$5,000.00

The respondent's email (angela-byrne@esasd.net) was recorded on submission of this form.

Untitled Section

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Angela Byrne

Untitled Title

Department *

Federal Programs and Grants

Building *

District

What service or item are requesting *

Title I Crate

Why are you requesting the service or item *

This web-based service will streamline and ensure Title I compliance among all elementary buildings.

Suggested replacement *

n/a

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

Approx \$5,000 in year one, \$3.500 per year thereafter

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

No, this is a sole source item.

What is the total cost of the purchase? *

\$5,000

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: _____

Was this purchase budgeted? *

No ▼

Was this purchased through a PA State Contract or Approved Consortiums? If yes, select group.

- Yes
- Pennsylvania State Contract
- COSTARS
- Keystone Purchasing Network
- PEPPM National Contract Program (Technology Bidding and Purchasing)
- US Communities
- No

If item was purchased through a Pa State Contract or approved Consortium, please include contract number.

n/a

Which Fund will be charged? *

10

What account will be charged? *

Title I 10-2850-650-412-000-000-9192

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

Sole source

Any additional information you would like to provide.

<https://drive.google.com/file/d/1hn8I9n5Qfplr7g6DrRs7JYI0liMpzibE/view?usp=sharing>
<https://www.806technologies.com/title1crate/> Quote

This form was created inside of East Stroudsburg Area School District.

Google Forms

806 Technologies, Inc.
5760 Legacy Drive
Suite B3-176
Plano, TX 75024
(877) 331-6160x3
accounting@806technologies.com

806 | Technologies

QUOTE

ADDRESS

Account Name East Stroudsburg Area School District Quote Number 00002286
Billing Address 50 Vine St
 East Stroudsburg, Pennsylvania 18301-2150
 United States

Product	Description	Quantity	Sales Price	Total Price
Campus Crate	For the 21-22 School Year	6.00	\$500.00	\$3,000.00
District Crate	For the 21-22 School Year	1.00	\$500.00	\$500.00
Professional Development	Three Part with a Certified Educator	1.00	\$1,500.00	\$1,500.00
Grand Total				\$5,000.00

This estimate is for the 2021 - 2022 school year.

V. ITEMS FOR DISCUSSION

- n. HoverCam Document Cameras for Elementary Teachers, quote -
\$25,112 ESSERs III Funding

HoverCam Document Cameras

A. Why are you requesting the service/needs?

Why: We surveyed all elementary school teachers regarding the HoverCams we have deployed. Twenty-Nine (29) have older HoverCams that will not work with the new Macs. Thirty-two (32) do not have HoverCams. We also want to purchase twelve (12) spares – 2 per elementary school.

Need: HoverCams all students in person or remotely to see what the teacher is displaying. They will be used to guide instruction for both brick/mortar and remote/ESACA students.

Suggested replacement: HoverCam Solo 8 Plus as specified.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. No. CDW-G, SHI, and Visual Sound were contacted for quotes and we received only responses from CDW-G and Visual Sound.

- Visual Sound - \$25,112.00
- CDW-G - \$28,178.00

C. Procurement Method:

- Three vendors were solicited to provide quotes as per the specs of the document camera.

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

- ESSERS III Grant
- Fund 10
- Account #10-1110-650-990-00-000-000-8744

E. Selection of winning proposal

- Visual Sound
- \$25,112.00
- Pricing per COSTARS contract #003-034-023



The Source for Audio Visual Solutions!®

Attention: Brian Borosh
 Company: East Stroudsburg Area Sch Dist
 Address: 50 Vine Street
 East Stroudsburg, PA 18301

Proposal #: 21-2705
 Description: HoverCam Solo8 Plus Doc Cams
 Prepared By: Dana Whitsel
 Date: 9/29/2021

Phone: (570) 424-8500
 Email: brian-borosh@esasd.net

Item	Manufacturer	Qty	Model	Description	Contract #	MSRP	% Disc	Unit Price	Extension
1	HoverCam	73	HCS8+	Solo 8 Plus (PC & Mac Only) - 13 MP, true 4K output, USB 3.0, 120 fps, slow motion & time-lapse recording	Non-Contract	\$493.00		\$344.00	\$25,112.00

Equipment Total **\$25,112.00**
 Plus Applicable Taxes

Notes:

Terms & Conditions

Payment Terms: Net 45
 Contract: COSTARS-034-023
 Delivery: 5-15 Working Days ARO
 FOB Point: Destination
 Freight Terms: Free Freight per COSTARS-034-023 Contract
 Prices: Valid 30 Days
 Taxes: Subject to sales tax if applicable, tax exempt form must be on file.
 Credit Card: If Payment is made by credit card, then a 3% surcharge will be added at the time of processing per COSTARS-034-023 Contract
 Terms Return Policy: All product returns are subject to a restock fee. All returns must include a Return Authorization (RA) number provided by Visual Sound. All items must be returned in original factory sealed cartons with all original packing materials and accessories. Shipping and handling charges will be added to the restock fee. Custom assembled or manufactured items are non-refundable, non-returnable. Consumables such as projection lamps, cables, connectors, and software are non-refundable, non-returnable.

Dana Whitsel
 (P) 717-516-1417
dwhitsel@visualsound.com

The above quotation is accepted on the prices, terms and conditions set forth herein. Please return signed agreement with your Purchase Order via fax or email. For credit card orders please contact your Account Manager.

Customer's Corporate Name _____

Purchase Order Number _____

Authorized Signature _____

Date Signed _____

A black HoverCam Solo 8 Plus document camera is positioned on a white desk. The camera has a long, adjustable arm with a red circular accent at the joint. The base of the camera features a control panel with several buttons and the text "#80705" and "SOLO8". The background is a blurred classroom with students at desks.

HoverCam Solo 8Plus

Simply the Best
USB Document Camera
for in-classroom or distance teaching



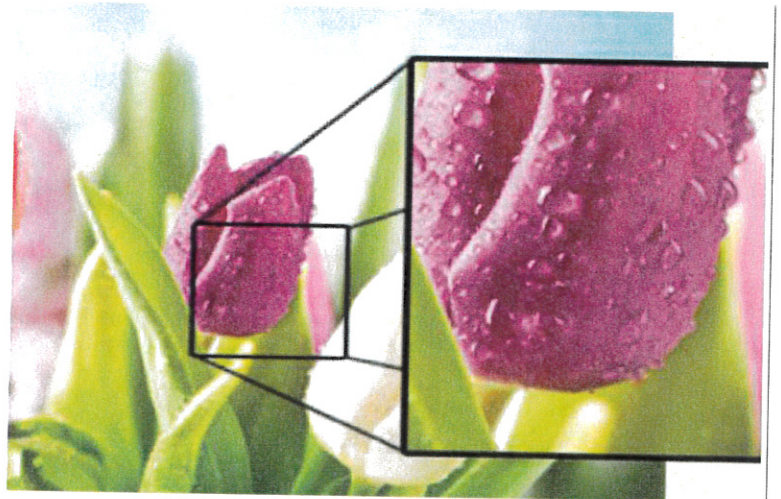
Record HD video at 30 fps without lag or delay saving it directly to the computer, which is easy for teachers to share with students (just drag and drop the video file into Google Classroom, your LMS, etc). It's a video and lesson recorder that includes a microphone to capture sound.

Screen recording, including picture-in-picture (if you want to show your talking head which many K-6 teachers appreciate) while narrating a lesson with camera video images, websites, PowerPoint Slides, voice recording and annotation. It's a lesson recorder.



Works with leading interactive whiteboard packages, such as SMART Notebook or Promethean. "Slingshot" the camera image into any whiteboard software, email, document, any program with just one click without leaving the program.

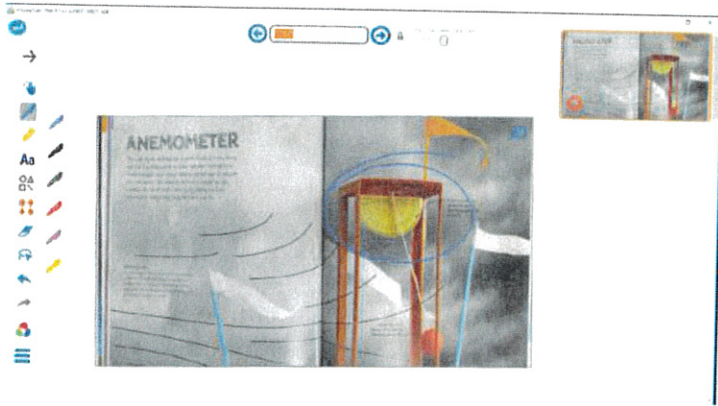
Lossless zoom using our ASR (Adaptive Sensor Resolution) image processing techniques to zoom without loss of quality. HoverCam pioneered and patented ASR Zoom to achieve the equivalent of lossless optical zoom. This eliminates the need for expensive and bulky lenses while making the zooming and panning operation highly responsive and easy to use.



Scan multiple pages into a single PDF file. (It's a scanner). Motion sensor scanning; motion sensor photography.

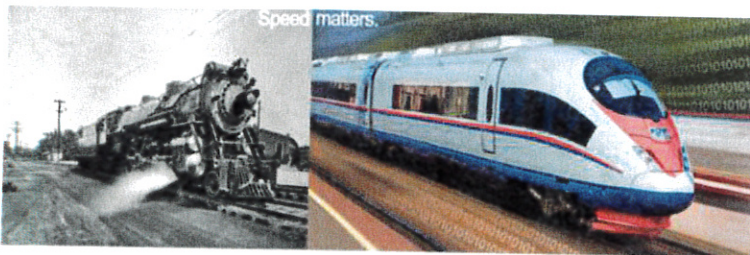


Includes "time-lapse" and "slow motion" video recording useful for science classes.



Includes **"whiteboard software"** for common whiteboard functions, and **"annotation software"** to annotate over any image, live video, or recording you make.

A perfect distance learning tool that's compatible with video conferencing programs like Zoom, Skype, Google Hangouts, and more. It has better image quality and versatility than a webcam. Learn more at [hovercam.com/distancelearning](https://www.hovercam.com/distancelearning)



True 4K resolution @ 30 fps, 1080p @ 60 fps, or "Warp Speed" mode (720p @ 120 fps). Achieves image clarity over USB 3.0 that's better than most traditional document cameras over HDMI.



MSI install package available for district wide software deployment.



Small footprint.

Sturdy, metal construction.

Pivoting camera head to capture almost any direction.

Just one USB cable from document camera to computer. No power cable or extra cable for loop-through required. Easily switch between camera image and computer image with a mouse.

And free software upgrades.

For more information, please visit www.hovercam.com

or

Contact HoverCam Sales: sales@hovercam.com

V. ITEMS FOR DISCUSSION

- q. October 18, 2021 Board motions to close out the 2020-21 Fiscal Year

Recommended October 18, 2021 Board Motions

At the June 21, 2021, Regular Board Meeting, the Board approved designating a portion of any operating surplus as a commitment of General Fund Balance for the fiscal year ending June 30, 2021.

As follow through on this Board action and upon conclusion of the audit but prior to finalization of the financial statements, the Administration recommends that the Board of School Directors:

1. Approves the General Fund Balance commitment of
 - a. \$18,000,000 for PSERS rate Stabilization
 - b. \$6,000,000 for Future Healthcare costs.
2. Approves the General Fund Balance assignment of
 - a. \$5,000,000 for Future Budget Expenditures
 - b. \$6,000,000 for Future Educational Programs
 - c. \$4,528,817 to be used as revenue to balance the 2021-22 Budget
3. Approves the transfer of \$10,000,000 to the Capital Reserve from the General Fund for future capital improvements.

VI. RECOMMENDATIONS BY THE PROPERTY/FACILITIES
COMMITTEE

c. Current Projects List

	North HS/Lehman Roof Project 30-819-3036 Completed Per S.Ihle 9/9/21 email		Resica Roof Project 10-215-3060 Completed Per S.Ihle 9/9/21 email		Resica Flooring Replacement A/C 10-215-3073 Completed Per S.Ihle 9/10/2021 email	
Vendor	6084	Jottan, Inc	1237	C&D WaterProofing Corp.	6554	Cope Carpet Project # 287020
Original Bid	3/18/2019	\$ 7,008,635.00	3/18/2019	\$ 667,715.00	4/14/2020	\$ 303,780.00
Application 1	7/11/2019	\$ 1,215,862.00	8/5/2019	\$ 8,685.00	5/27/2020	\$ 119,970.00
Application 2	8/25/2019	\$ 1,606,698.90	8/5/2019	\$ 55,401.75	6/24/2020	\$ 65,700.00
Application 3	9/3/2019	\$ 251,595.00	8/6/2019	\$ 207,513.90	8/16/2020	\$ 73,746.50
Application 4	9/23/2019	\$ 430,171.08	9/3/2019	\$ 176,615.10	11/17/2020	\$ 18,193.50
Application 5	10/31/2019	\$ 286,863.89	9/30/2019	\$ 78,601.50		
Application 6	12/27/2019	\$ 191,004.88	10/31/2019	\$ 26,318.25		
Application 7	6/24/2020	\$ 684,263.62	12/9/2019	\$ 5,175.00		
Application 8	7/27/2020	\$ 809,515.90	2/26/2020	\$ 35,230.50		
Application 9	8/19/2020	\$ 688,435.55	3/31/2020	\$ 9,860.00		
Application 10	9/18/2020	\$ 219,415.32	6/30/2020	\$ 35,757.95		
Application 11	11/20/2020	\$ 304,220.48				
Application 12	4/26/2021	\$ 160,488.38				
Application 13	6/29/2021	\$ 17,500.00				
Total Payments to Date		\$ 6,866,035.00		\$ 639,158.95		\$ 277,610.00
Left on Contract		\$ 142,600.00		\$ 28,556.05		\$ 26,170.00
Completion Percentage		98%		96%		91%
		\$ 451,768.00		\$ 9,700.00		
		30 year warranty		30 year warranty		
D'Huy Engineering 1446	9/28/2018	\$ 1,295.33	02/27/2019	\$ 1,656.02	3/31/2020	\$ 4,500.00
	9/28/2018	\$ 8,179.67	03/26/2019	\$ 7,793.98	4/24/2020	\$ 5,784.75
	12/3/2018	\$ 3,425.00	04/16/2019	\$ 5,499.99	6/24/2020	\$ 2,943.70
	2/27/2019	\$ 8,595.06	05/13/2019	\$ 2,000.01	8/11/2020	\$ 8,800.30
	3/26/2019	\$ 18,500.30	06/25/2019	\$ 6,420.03	8/31/2020	\$ 2,938.50
	3/26/2019	\$ 38,129.94	08/23/2019	\$ 5,638.76	10/20/2020	\$ 1,469.25
	5/13/2019	\$ 24,500.28	08/23/2019	\$ 1,372.24	11/17/2020	\$ 1,469.25
	6/5/2019	\$ 18,207.30	10/25/2019	\$ 4,674.01	12/14/2020	\$ 881.55
	6/25/2019	\$ 15,000.22	11/20/2019	\$ 2,337.00	1/20/2021	\$ 550.00
	8/23/2019	\$ 20,000.45	1/3/2020	\$ 2,337.00		
	8/23/2019	\$ 20,000.45	1/28/2020	\$ 2,337.00		
	8/31/2019	\$ 25,000.20	2/26/2020	\$ 2,337.00		
	8/31/2019	\$ 1,577.48	3/19/2020	\$ 1,402.20		
	9/27/2019	\$ 25,000.20	4/8/2020	\$ 934.80		
	9/27/2019	\$ 425.00				
	10/25/2019	\$ 32,367.60				
	12/27/2019	\$ 3,067.25				
	1/31/2020	\$ 2,748.37				
	2/28/2020	\$ 2,295.04				
	3/31/2020	\$ 1,350.14				
	6/24/2020	\$ 12,000.18				
	6/26/2020	\$ 33,000.48				
	7/31/2020	\$ 24,500.27				
	8/28/2020	\$ 34,189.21				
	9/25/2020	\$ 30,000.43				
	10/30/2020	\$ 19,059.97				
	1/20/2021	\$ 3,340.52				
	2/16/2021	\$ 3,000.05				
	6/30/2021	\$ 1,092.08				
		\$ 429,848.47		\$ 46,740.04		\$ 29,337.30

* Completed Projects, the remaining money will stay in the Capital Reserve Fund \$255,892.55

	Smithfield Lot Seal Coating 10-216-3068 Completed per E. Foysyth & D.Miller		Transportation Building Tank Removal 20-517-3077 Completed per E. Foysyth & D.Miller		North HS/Lehman Hot Water Replacement 30-19-3061 Completed Per S.Ihle 9/9/21 email	
Vendor	6633	S&G Asphalt Project# 287018	6845	Environmental Restoration Project # 20-042.001 Eng. Project #287023	6466	g
Original Bid	4/14/2020	\$ 41,217.00	\$	111,510.00	\$	300,000.00
Application 1	8/31/2020	\$ 30,172.05	3/30/2021	\$ 69,954.20	1/28/2020	\$ 230,850.00
Application 2	4/26/2021	\$ 3,352.45	3/8/2021	\$ 23,681.80	3/8/2021	\$ 36,150.00
Application 3						
Application 4						
Application 5						
Application 6						
Application 7						
Application 8						
Application 9						
Application 10						
Application 11						
Application 12						
Application 13						
Total Payments to Date	\$	33,524.50	\$	93,636.00	\$	267,000.00
Left on Contract	\$	7,692.50	\$	17,874.00	\$	33,000.00
Completion Percentage		81%		84%		89%
D'Huy Engineering 1446	2/26/2020	\$ 1,894.06	11/17/2020	\$ 2,235.45	03/26/2019	\$ 1,556.24
	2/26/2020	\$ 210.01	12/14/2020	\$ 804.20	04/16/2019	\$ 8,943.76
	3/19/2020	\$ 420.00	2/10/2021	\$ 1,258.30	05/13/2019	\$ 5,267.50
	4/6/2020	\$ 2,892.95	2/10/2021	\$ 4,639.55	06/05/2019	\$ 1,126.25
	4/6/2020	\$ 560.00	2/16/2021	\$ 3,437.50	06/25/2019	\$ 2,252.50
	8/19/2020	\$ 404.88	3/18/2021	\$ 1,375.00	08/23/2019	\$ 840.00
	2/10/2021	\$ 709.10	5/31/2021	\$ 1,749.85	08/23/2019	\$ 980.00
					10/25/2019	\$ 599.99
					11/20/2019	\$ 840.00
					3/18/2021	\$ 491.41
	\$	7,091.00	\$	15,499.85	\$	22,897.65

	Date	LIS Replce Flooring Board Approve 4/19/2021 20- 518-3080	Date	Bushkill Flooring Board Approve 4/19/2021 10-211-3080	Date	EHS Pool Repair / Upgrade Approved 5/17/2021 30-820-3075	Total of Current Projects
Vendor	6927	H&P Construction Project #287026	6554	Cope commercial Flooring Project # 5461	7042	All State Technology, Inc. \$ 380,750.00 Chg Order 8/31/2021 \$ 29,850.00 BD 9/20/21	
Original Bid		\$ 573,183.00		\$ 299,995.00		\$ 410,600.00	\$ 2,531,897.60
Application 1	7/12/2021	\$ 271,800.00	8/16/2021	\$ 112,500.00	9/22/2021	\$ 121,500.00	\$ 775,800.54
Application 2	7/12/2021	\$ 70,119.00	7/22/2021	\$ 21,505.50			\$ 95,102.05
Application 3	8/24/2021	\$ 81,054.00	8/12/2021	\$ 59,400.00			\$ 159,063.39
Application 4	8/24/2021	\$ 23,498.50	9/14/2021	\$ 85,132.80			\$ 138,443.80
Application 5	9/14/2021	\$ 74,461.50					\$ 74,461.50
Application 6							\$ -
Application 7							\$ -
Application 8							\$ -
Application 9							\$ -
Application 10							\$ -
Application 11							\$ -
Application 12							\$ -
Application 13							\$ -
Total Payments to Date		\$ 520,933.00		\$ 278,538.30		\$ 121,500.00	\$ 1,242,871.28
Left on Contract		\$ 52,250.00		\$ 21,456.70		\$ 289,100.00	\$ 1,544,918.87
Completion Percentage		91%		93%		30%	49%
D'Huy Engineering 1446	8/10/2021	\$ 1,386.08	6/22/2021	\$ 952.71	9/22/2021	\$ 1,457.63	\$ -
	9/22/2021	\$ 3,056.13	6/15/2021	\$ 12,021.53			\$ -
			6/30/2021	\$ 1,670.05			\$ 29,227.04
			8/10/2021	\$ 1,386.07			\$ 38,582.72
			9/22/2021	\$ 3,056.12			\$ 39,299.83
							\$ 50,167.08
							\$ 33,229.97
							\$ 29,182.65
							\$ 20,665.37
							\$ 24,141.61
							\$ 23,125.10
							\$ 27,862.30
							\$ 2,979.68
							\$ 25,935.00
							\$ 425.00
							\$ 32,367.60
							\$ 3,067.25
							\$ 2,748.37
							\$ 2,295.04
							\$ 1,350.14
							\$ 12,000.18
							\$ 33,000.48
							\$ 24,500.27
							\$ 34,189.21
							\$ 30,000.43
							\$ 19,059.97
							\$ 3,340.52
							\$ 3,000.05
							\$ 1,092.08
							\$ -
							\$ -
							\$ -
							\$ -
		\$ 4,442.21		\$ 19,086.48			\$ 546,834.94