

V. ITEMS FOR DISCUSSION

- b. John Deere 3039 R Loader - quote \$23,413.75

Form 611

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

The respondent's email (**daryle-miller@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 *

daryle miller

Untitled Title

Department *

Grounds

Building *

District

What service or item are requesting *

New loader Tractor

Why are you requesting the service or item *

replace old john deere 4400 loader

Suggested replacement *

John Deere 3039 R loader

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

30000.

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

2 Quotes 1. Hilltop John Deere 2. Central Jersey Equipment

What is the total cost of the purchase? *

23413.75

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: Recieved 2 Quotes from state contract vendors

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.

PA ag and power grounds equipment.4400020085 (pg 61 cg 22)

Which Fund will be charged? *

10

What account will be charged? *

Grounds

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

yes

Any additional information you would like to provide.

Hilltop is giving more for the trade in which makes them the lower price.

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

Google Forms



JOHN DEERE

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.



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:

Daryle Miller
EAST STROUDSBURG AREA SCHOOL DISTRICT
Daryle Miller
50 VINE ST
EAST STROUDSBURG, PA 18301
Business: 570-424-8500
DARYLE-MILLER@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: 25624264
Created On: 16 November 2021
Last Modified On: 19 November 2021
Expiration Date: 16 December 2021

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 3039R Compact Utility Tractor (31 PTO hp) Contract: PA Ag and Grounds Power Equip 4400020085 (PG 61 CG 22) Price Effective Date: November 15, 2021	\$ 31,664.00	\$ 23,898.00 X	1 =	\$ 23,898.00
JOHN DEERE 320R Loader Contract: PA Ag and Grounds Power Equip 4400020085 (PG 61 CG 22) Price Effective Date: November 15, 2021	\$ 7,021.00	\$ 5,265.75 X	1 =	\$ 5,265.75
Equipment Total				\$ 29,163.75

Trade In Summary	Qty	Each	Extended
JOHN DEERE 4400 TRACTOR	1	\$ 5,750.00	\$ 5,750.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 5,750.00
Trade In Total			\$ 5,750.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 29,163.75
Trade In \$ (5,750.00)

Salesperson : X _____

Accepted By : X _____



JOHN DEERE



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

SubTotal	\$ 23,413.75
Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 23,413.75
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 23,413.75

Salesperson : X _____

Accepted By : X _____

Confidential



Selling Equipment

Quote Id: 25624264 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 3039R Compact Utility Tractor (31 PTO hp)

Hours: Suggested List *
Stock Number: \$ 31,664.00
Contract: PA Ag and Grounds Power Equip 4400020085 Selling Price *
(PG 61 CG 22) \$ 23,898.00
Price Effective Date: November 15, 2021

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1389LV	3039R Compact Utility Tractor (31 PTO hp)	1	\$ 29,725.00	25.00	\$ 7,431.25	\$ 22,293.75	\$ 22,293.75
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 1,521.00	25.00	\$ 380.25	\$ 1,140.75	\$ 1,140.75
1795	Less Loader	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2000	Open Station with Standard Seat	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2650	Less Radio	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Mid Selective Control Valve	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid PTO	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5223	41x14-20 (4PR, R3 Turf, 2 Position)	1	\$ -258.00	25.00	\$ -64.50	\$ -193.50	\$ -193.50
6223	27x8.5-15 (6PR, R3 Turf, 2 Position)	1	\$ 76.00	25.00	\$ 19.00	\$ 57.00	\$ 57.00
Standard Options Total			\$ 1,339.00		\$ 334.75	\$ 1,004.25	\$ 1,004.25
Dealer Attachments/Non-Contract/Open Market							
Rimguard	Fill Rear Tires with Rimguard	1	\$ 600.00	0.00	\$ 0.00	\$ 600.00	\$ 600.00
Dealer Attachments Total			\$ 600.00		\$ 0.00	\$ 600.00	\$ 600.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00



JOHN DEERE



Selling Equipment

Quote Id: 25624264

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

Total Selling Price	\$ 31,664.00	\$ 7,766.00	\$ 23,898.00	\$ 23,898.00
----------------------------	---------------------	--------------------	---------------------	---------------------

JOHN DEERE 320R Loader

Equipment Notes:

Hours:

Stock Number:

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

Price Effective Date: November 15, 2021

Suggested List *

\$ 7,021.00

Selling Price *

\$ 5,265.75

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1350P	320R Loader	1	\$ 6,345.00	25.00	\$ 1,586.25	\$ 4,758.75	\$ 4,758.75
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1305	Mounting frame and hoses	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4312	Hoses and parts for mid-valve connection	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5240	Hood guard	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
6995	Less ballast box	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
7020	John Deere™ Compact Utility Tractor (CUT) carrier	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
8136	73 In. 1850 mm) Heavy Duty Bucket with Chain Loops and Holes for Cutting Edge	1	\$ 456.00	25.00	\$ 114.00	\$ 342.00	\$ 342.00
Standard Options Total			\$ 456.00		\$ 114.00	\$ 342.00	\$ 342.00
Dealer Attachments/Non-Contract/Open Market							
BW14763	1850-mm (73-in.) replaceable bucket cutting edge with hardware	1	\$ 220.00	25.00	\$ 55.00	\$ 165.00	\$ 165.00
Dealer Attachments Total			\$ 220.00		\$ 55.00	\$ 165.00	\$ 165.00
Total Selling Price			\$ 7,021.00		\$ 1,755.25	\$ 5,265.75	\$ 5,265.75



JOHN DEERE



Trade-in

Quote Id: 25624264

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

JOHN DEERE 4400 TRACTOR	
SN#	
Machine Details	
Description	Net Trade Value
JOHN DEERE 4400 TRACTOR	\$ 5,750.00
SN#	
Your Trade In Description	
TRADE INCLUDES LOADER AND 72" MOWER	
Total	\$ 5,750.00

Quotes are valid for 30 days from the creation date of the quote OR until the contract expires.

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:

Chris Uglay

Central Jersey Equipment LLC
228 State Route 94
Columbia, NJ 07832

Tel: 908-362-6916

Mobile Phone: 908-798-1681

Fax: 908-362-5329

Email: cuglay@centraljerseyequipment.com

Vendor: Deere & Company
 2000 John Deere Run
Cary, NC 27513

Signature

Shipping address

Billing address

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: 25657428

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

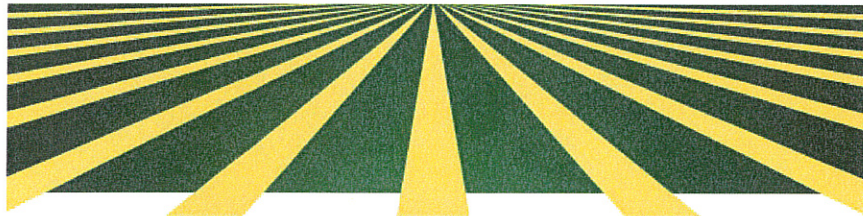
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Central Jersey Equipment LLC
228 State Route 94
Columbia, NJ 07832
908-362-6916
general@centraljerseyequipment.com

Prepared For:

EAST STROUDSBURG SCHOOL S



**CENTRAL
JERSEY
EQUIPMENT**

Proposal For:

Delivering Dealer:

Chris Uglay

Central Jersey Equipment LLC
228 State Route 94
Columbia, NJ 07832

908-362-6916
general@centraljerseyequipment.com

Quote Prepared By:

Chris Uglay
908-798-1681
cuglay@centraljerseyequipment.com



JOHN DEERE

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:

Central Jersey Equipment LLC
228 State Route 94
Columbia, NJ 07832
908-362-6916
general@centraljerseyequipment.com

Quote Summary

Prepared For:

EAST STROUDSBURG SCHOOL S
245 RIVER RD
EAST STROUDSBURG, PA 18301
Business: 570-420-8384

Delivering Dealer:

Central Jersey Equipment LLC
Chris Uglay
228 State Route 94
Columbia, NJ 07832
Phone: 908-362-6916
Mobile: 908-798-1681
cuglay@centraljerseyequipment.com

3% Price increase for sales exceeding \$5,000 paid by Credit Card

Quote ID: 25657428

Created On: 22 November 2021

*The parties acknowledge that this is not a contract until signed by both parties below. This is an estimate only, subject to approval by Management, and subject to approval if appropriate by all financial entities, and does not constitute a contract until signed by both parties.

Last Modified On: 04 January 2022

Expiration Date: 28 February 2022

All deposits are non refundable.

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 3039R Compact Utility Tractor (31 PTO hp)	\$ 38,525.10	\$ 28,893.82 X	1 =	\$ 28,893.82
Contract: PA Ag and Grounds Power Equip 4400020085 (PG 61 CG 22)				
Price Effective Date: November 21, 2021				

Equipment Total **\$ 28,893.82**

Trade In Summary	Qty	Each	Extended
2000 JOHN DEERE 4400 TRACTOR - LV4400H341559	1	\$ 3,250.00	\$ 3,250.00
PayOff			\$ 0.00
Total Trade Allowance			\$ 3,250.00
Trade In Total			\$ 3,250.00

* Includes Fees and Non-contract items

Quote Summary

Equipment Total \$ 28,893.82

Trade In \$ (3,250.00)

SubTotal **\$ 25,643.82**

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**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:**

Central Jersey Equipment LLC
228 State Route 94
Columbia, NJ 07832
908-362-6916
general@centraljerseyequipment.com

Est. Service	\$ 0.00
Agreement Tax	
Total	\$ 25,643.82
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 25,643.82

Salesperson : X _____

Accepted By : X _____

Confidential



JOHN DEERE

Selling Equipment

Quote Id: 25657428

Customer Name: EAST STROUDSBURG SCHOOL S

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:

Central Jersey Equipment LLC
228 State Route 94
Columbia, NJ 07832
908-362-6916
general@centraljerseyequipment.com

JOHN DEERE 3039R Compact Utility Tractor (31 PTO hp)

Hours:		Suggested List *
Stock Number:		\$ 38,525.10
Contract: PA Ag and Grounds Power Equip 4400020085		Selling Price *
(PG 61 CG 22)		\$ 28,893.82

Price Effective Date: November 21, 2021

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

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
1389LV	3039R Compact Utility Tractor (31 PTO hp)	1	\$ 29,725.00	25.00	\$ 7,431.25	\$ 22,293.75	\$ 22,293.75
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English Operator's Manual and Decal Kit	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
1520	eHydro™	1	\$ 1,521.00	25.00	\$ 380.25	\$ 1,140.75	\$ 1,140.75
1701	Factory Installed Loader with Bucket	1	\$ 6,896.00	25.00	\$ 1,724.00	\$ 5,172.00	\$ 5,172.00
2000	Open Station with Standard Seat	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
2650	Less Radio	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3320	Dual Mid Selective Control Valve	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
3400	Less Mid PTO	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
4061	Less iMatch™ Quick Hitch Category 1	1	\$ 0.00	25.00	\$ 0.00	\$ 0.00	\$ 0.00
5230	43x16-20 (4PR, R4 Industrial, 2 Position)	1	\$ -85.00	25.00	\$ -21.25	\$ -63.75	\$ -63.75
6230	27x8.50-15 (6PR, R4 Industrial, 2 Position)	1	\$ 148.00	25.00	\$ 37.00	\$ 111.00	\$ 111.00
Standard Options Total			\$ 8,480.00		\$ 2,120.00	\$ 6,360.00	\$ 6,360.00
Dealer Attachments/Non-Contract/Open Market							
BW15073	Ballast Box	1	\$ 320.10	25.00	\$ 80.03	\$ 240.07	\$ 240.07
Dealer Attachments Total			\$ 320.10		\$ 80.03	\$ 240.07	\$ 240.07
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00



JOHN DEERE

Selling Equipment

Quote Id: 25657428

Customer Name: EAST STROUDSBURG SCHOOL S

**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:**

Central Jersey Equipment LLC
228 State Route 94
Columbia, NJ 07832
908-362-6916
general@centraljerseyequipment.com

Total Selling Price	\$ 38,525.10	\$ 9,631.28	\$ 28,893.82	\$ 28,893.82
----------------------------	---------------------	--------------------	---------------------	---------------------



JOHN DEERE

Trade-in

Quote Id: 25657428

Customer Name: EAST STROUDSBURG SCHOOL S

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

2000 JOHN DEERE 4400 TRACTOR

SN# LV4400H341559

Machine Details

Description	Net Trade Value
2000 JOHN DEERE 4400 TRACTOR SN# LV4400H341559	\$ 3,250.00
Your Trade In Description	
OOS TRACTOR W/ 430 LOADER AND 72" MID-MOUNT DECK	
Total	\$ 3,250.00

V. ITEMS FOR DISCUSSION

- c. J M Hill Vestibule Access Control and Intercom - quote
\$9,512.08

J.M. Hill Vestibule Access Control and Intercom

A. Why are you requesting the service/needs?

Why: The district has changed the configuration of the vestibule at J.M. Hill Elementary School for additional security.

Need: Currently there is no access control (swipe) lock on the front door at J.M. Hill. This will add this functionality. Additionally, the buzzer/video phone to call the office is in need of an upgrade, as the equipment has been in a failing state.

Suggested equipment: Proposal from CSI as attached.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. No. The district has a long relationship with CSI providing installation and integration for access control throughout the district. D'Huy engineering worked directly with CSI on the specs for this project. The installation, programming and parts are all priced from the CO-STARs PA cooperative purchasing contract.

- CSI - \$9,512.08 – CO-STARs

C. Procurement Method:

- D'Huy Engineering has worked directly with CSI on developing the specs for this project

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

- Yes – 2021-2022 Fiscal Year
- Fund 10
- Account #10-2844-650-000-00-006-000-000-0600
 - Technology Services Initiatives Account

E. Selection of winning proposal

- CSI
- \$9,512.08

Costars Proposal

Costars Contract # 040-063

To: East Stroudsburg Area School District	Date: 1/4/22
Address: Business Office	From: Wayne Becker
East Stroudsburg, PA 18301	Phone: (610) 841-9611
Attn: Brian Borosh	Email: wbecker@comsysinc.com
Phone: 570-424-8060	Proposal #: C00Q11520-01
Email: brian-borosh@esasd.net	Project: ESASD JM Hill Secured Vestibule Additions

Dear Brian,

I appreciate this opportunity to provide recommendations and a COSTARS proposal for the ESASD JM Hill Secured Vestibule Additions as per the drawing provided by ESASD

1. PROJECT SUMMARY

KFS to furnish and install additions to the Genetec access control and a door intercom system for the JM Hill Vestibule

2. OPERATIONAL SCOPE

This is for a security upgrade as determined for JH Hill. The access control expansion will add doors to the district wide solution. They will be configured as needed per the district. The intercom will control the front entrance door. There will be two master stations to use for control of the front door.

3. PROJECT SCOPE

KFS will:

Action	Qty	Description	Location	Notes
Furnish and install	1	Altronix Lock power supply	Above receptionist ceiling	Customer to provide 120VAC.
Furnish and install	1	Genetec Intelligent Dual Door Controller	In the existing Genetec enclosure in Copy Room 25	Will control the (2) new Access control doors
Furnish and install	2	Genetec HID Signo 20 reader with Mobile capability	1.Exterior Entry Door 2.Interior Entry Door	Customer to furnish and install (1) Access control (AC251822B) multi cable from each door to the Controller.
Furnish and install	2	Door contact	At the Door	Use Multi cable for Door contact
Furnish and install	2	Rex Motion	At the Door	Use Multi cable for Door contact
Furnish and install	1	2N IP Door Station	Front Door	Customer to provide (1) Cat 5e From Door station back to customers POE network.
Furnish and install	2	2N IP Master stations	Receptionist desks	Customer to provide (1) Cat 5e from each master intercom & Door station back to customers POE network.

Provide and program	2	Reader Connection licenses	On server	
Provide Programming		Program Genetec System		

Provided by Owner or Others:

Action	Qty	Description	Location	Notes
Provide & install	2	Electrified Sargent Crashbar (Lock)	At the (2) Doors	They should already be in place but if not customer will need to provide.
Provide	1	120VAC outlets	Above ceiling for Lock power supply	Can be hard wired
Provide	3	Cat 5e cable		From each master intercom & Door station back to customers network
Provide	1	2 conductor cable	Door release	From Door station back to the Genetec door controller. Will be used to unlock door

4. EQUIPMENT LIST

This product is not in stock.

Qty	Manuf.	Part No	Item	Unit	Extended
2	Genetec	GSC-Sy-E-1R	External reader connection	\$216.13	\$432.26
1	Genetec	SY-LP1502-SCS	Mercury Intelligent Controller, Linux Based, 8In/4Out/2Rd - no reader connections included. Can be used for SaaS, Education package and replacement	\$1,253.57	\$1,253.57
2	Genetec	920PTNNEK00000	RDR, RP40, Multiclass Reader	\$234.00	\$468.00
2	Honeywell	0-000-361-01	IS310 White Request to Exit Sensors	\$61.18	\$122.36
2	GRI	29A-W	29A Surf Mt/Scrw Trms/Wh (ea)	\$4.32	\$8.64
1	Altronix	AL600ULAC MCB	AL600ULX W/ ACM8 PWR CNT W/ CRBK	\$303.03	\$303.03
1	2N	01301-001	IP Solo, IP Intercom	\$1558.57	\$1558.57
1	2N	01305-001	Mounting Plate for IP Intercom	74.27	\$74.27
2	2N	02087-001	Indoor View, IP Video Intercom, Black	\$785.70	\$1571.40
2	2N	02039-001	Indoor View, Desk Stand	\$69.99	\$139.98
				Total Costars Materials	\$5,932.08

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

5. TRAINING

No training will be provided as this is an addition to an existing system. Additional and ongoing training is available for your system. Training can be customized to your needs and purchased hourly or as part of our Service Level Agreement, available for all systems we provide.

6. DOCUMENTATION AND DELIVERABLES

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

7. PROJECT SCHEDULE

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

8. WORK BY OTHERS

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

9. WHAT IS NOT INCLUDED

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

10. SYSTEM INVESTMENT

Description	Price
Total Costars Materials	\$5,932.08
Total Costars Ancillary Services	\$3,580.00
Total Costars Proposal Cost	\$9,512.08

Applicable sales tax will be added to total cost.

11. PAYMENT TERMS

Payment Schedule
Mobilization
<i>Invoice for Materials upon Delivery. Due upon receipt.</i>
Installation & Completion – Progressive Invoicing for Remaining Balance
<i>Includes Engineering and Project Management, Physical Installation on Client Premise, Testing, Calibration, Demonstration and Training. Due upon receipt.</i>

12. ORDERING AND ACCEPTANCE

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

- The Purchase Order (PO) MUST list Keystone Fire and Security's Costars number 040-063.
- The PO MUST list Keystone Fire and Security's Payment Terms
- The PO MUST be accompanied by a signed copy of Keystone Fire and Security's Proposal

Client Signature

Keystone Fire and Security Signature

Client Print Name

Keystone Fire and Security Print Name

Date

Date

Purchase Order #

Tax Status: Exempt (copy of current certificate required)

Non-Exempt

Providing an Authorized Acceptance Signature indicates that you have read and understand the Terms & Conditions attached to this agreement. This document represents the entire agreement. No conversations or other forms of communication shall be considered part of this agreement.

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

13. PREVENTATIVE MAINTENANCE AND SUPPORT

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

14. TERMS AND CONDITIONS

1. AGREEMENT. This Agreement shall become effective (the "Effective Date") upon the (i) execution by the customer ("Customer") identified on the first page of the attached proposal (the "Proposal") and (ii) acceptance and execution of this

Agreement by a duly authorized representative of Keystone Fire and Security (“Company”).

2. **SALE OF INSTALLATION AND/OR EQUIPMENT.** The Company shall sell to Customer and the Customer shall purchase from the Company the system installation (“System”) and/or equipment (“Equipment”) identified in the Proposal.

3. **DELIVERY; TITLE AND RISK OF LOSS.** Stock items are available for same-day pickup or next-day shipment from Company’s warehouse. All shipments, unless otherwise specified, are quoted F.O.B. origin and may be subject to additional “hazardous material” charges or other special shipping and handling fees. Risk of loss on all shipments shall pass to Customer when the shipments are loaded on board the transporting carrier at the point of departure.

4. **PURCHASE PRICE AND PAYMENT.** Customer shall pay Company the purchase price for the Equipment and System set forth on the Proposal or as otherwise set forth on the Company’s invoice. Company’s prices are exclusive of insurance, shipping, handling, and taxes. Customer shall have the sole responsibility for payment of all such insurance, shipping, handling, and taxes with respect to the purchase of any Equipment or System. All charges shall be paid NET the number of days from the date of invoice, as set forth above in this proposal. If Customer fails to make any payments when due, a finance charge of 15% per annum will accrue from the due date until paid. If Company retains a collection agency, legal counsel or incurs any out-of-pocket costs to collect overdue payments, all such collection costs (including without limitation attorneys’ fees) shall be paid by Customer. The Company shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company’s completion of installation of a System and delivery of Equipment, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer’s receipt of payment from any third party such as an owner or insurance company.

5. **EQUIPMENT RETURNS.**

a. **Stock Items.** All unused or returned Equipment will be subject to a 25% restocking charge. The Equipment must be unopened and returned in its original carton in order to receive credit for the return.

b. **Special Orders.** Specially ordered and “non-stock” Equipment will be subject to a 100% restocking charge. No credit will be issued for return of such Equipment.

c. **Warranty Returns.** Equipment returned for warranty must receive a Return Material Authorization (RMA) number. All advance (warranty) replacement components will be billed to the Customer and credited back subject to the findings of the manufacturer’s repair department.

6. **INSTALLATION PROVISIONS.** Company shall install the System at Customer’s location identified in the Proposal. Company shall install the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only, and Customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, Company shall not be held responsible for any delays caused by, among other items, unforeseen difficulties, scheduling difficulties, delays in obtaining materials and/or unexpected conditions. If during the installation the Company encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substances), Company shall be permitted to stop work immediately. Company shall contact the Customer so the Customer can instruct the Company as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. Customer shall pay Company for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the installation within the general scope of this Agreement provided that if such changes affect the cost of the work to be performed, or the time required for completion of the work to be performed, as determined in the reasonable discretion of the Company, the Agreement, deadlines and the amount to be paid to Company shall be adjusted in the sole discretion of the Company. Company shall be under no obligation to perform the additions, deletions, revisions or other changes in the work requested by Customer in the absence of a written amendment to this Agreement that complies with Section 28.a of this Agreement.

7. APPROVAL AND PERMITS. Unless otherwise specified, Company shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.

8. TAXES. The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. If Customer is tax exempt, then prior to executing this Agreement, Customer will provide Company with a valid and correct tax exemption certificate. Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale. In the event Customer loses its tax exempt status Customer shall immediately notify Company and shall immediately remit payment to Company for all past due taxes.

9. GRANT OF SECURITY INTEREST. Customer, on behalf of the owner and Customer, grants to Company a purchase money security interest in the System and the Equipment to secure payment of the purchase price and grants to Company an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of Company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. Company shall have all of the rights of a secured creditor under the Uniform Commercial Code in Pennsylvania including the right to enter Customer's premises and to disable or remove the System and Equipment, or both.

10. TERMINATION. Company may terminate this Agreement immediately or cease or suspend performance of Services in the event: (i) Customer is delinquent in payment of any sums due under this Agreement; (ii) Customer files a petition in bankruptcy; (iii) Customer has a bankruptcy petition filed against it; (iv) Customer is unable to pay its debts as they mature; or (v) Customer makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable by Customer.

11. LOCATION ENVIRONMENT. Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish Company with surveys describing the physical characteristics, legal limitations and utility locations for the location.

12. FORCE MAJEURE. Company will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to any cause beyond Company's reasonable control, including without limitation labor difficulties, fire, casualty or accidents, acts of God, inclement weather, civil disorder, transportation difficulties, shortage of fuel, labor or materials, pandemic, governmental acts or restrictions, or Customer's denial to Company of full access to the Equipment or System.

13. LIMITATION OF LIABILITY.

A. Company shall have no liability for indirect, incidental, exemplary, consequential, punitive, or special damages, including without limitation lost profits, loss of income, or loss of goodwill, arising out of this Agreement or the use or possession of the Equipment or System(s), however caused and under any theory of liability (including without limitation negligence), whether based in contract, tort, or any other cause of action, even if Company has been advised of the possibility of such damages.

B. Company's total liability to Customer for any breach by Company under this Agreement or any claim of Customer against Company related to this Agreement including the provision of Services or failure to perform services under this Agreement, directly or indirectly, is limited to the lesser of a refund of the fees paid by Customer under this Agreement (not to exceed one year's fees paid under this Agreement) or the actual direct damage suffered by Customer. Where Services under this Agreement are provided at more than one location, the "one year's fees paid under this Agreement" referenced in this section 14B shall be limited to the fees paid for the particular location giving rise to any claim.

14. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES.

A Company warrants that all Services and installation of the Equipment and/or System will be performed in a workmanlike manner and in compliance with applicable laws and regulations.

B. Except as expressly stated in this Agreement, Company makes no warranty, express or implied, regarding the Services to be provided by Company, the Equipment, or the System(s), including, without limitation, the implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and Customer expressly waives all such warranties.

15. BREACH BY COMPANY. Customer expressly agrees that no action at law or in equity shall be maintained by Customer against Company for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or enacted in the future with respect to any obligation or duty incurred under this Agreement by Company unless Customer notifies Company in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided Company does not remedy or correct the breach or violation within sixty (60) days from the receipt of such notice.

16. TIME LIMITATION. All claims, actions or proceedings, legal or equitable, against Company must be commenced in court within one (1) year after the cause of action has accrued, without judicial extension of time, or such claim, action or proceeding is barred, time being of the essence of this Section.

17. INDEMNIFICATION. Customer assumes the entire responsibility and liability for any and all damage or injury of any kind (including death) to all persons, whether employees of Customer or otherwise, and for any and all property damage, or loss of use thereof, caused by, resulting from, arising out of, or occurring in connection with or involving the Services and/or goods (where applicable) provided under this Agreement or in association with or involving the operation or non-operation of any Equipment or System(s), which damage or loss is caused by or contributed to by any act, error or omission, solely or jointly, on the part of the Company or the Customer, their agents, servants, or employees, including any alleged breach of any statutory or codified obligation and including, but not limited to, any alleged or determined sole negligence and/or alleged or determined gross negligence on the part of Company, and/or its agents, servants or employees. **If any person, or Customer or assignee(s) of Customer, shall make a claim for any damage or injury (including death) as above described, Customer agrees to indemnify and hold harmless Company, its agents, servants and employees from and against any and all loss, expense, damage or injury (including death), Company and/or its agents, servants or employees may sustain as a result of any such claim and Customer agrees to assume the defense of Company and/or its agents, servants or employees upon such claim and to pay all costs and expenses, including but not limited to reasonable attorney's fees, incurred in connection therewith.** This Agreement shall continue in effect notwithstanding the fact Customer has accepted and paid for the Services. The aforesaid indemnification obligation shall not be limited in any way by any limitation on the amount and type of damages, compensation or benefits payable by or for Customer's Worker's Compensation, Disability Benefit Acts or other employment benefit acts. Customer expressly and specifically waives any immunity provided against this indemnity by any statute, including but not limited to, worker's compensation statutes. Customer further understands that Company is relying upon this limitation in determining the cost of the Services.

18. WAIVER OF SUBROGATION. It is understood that Company is not an insurer and that insurance shall be obtained by Customer to protect the premises where Services are to be performed (the "premises"), the Work that is the subject of this Agreement, and to protect the property of Customer and others within the premises as well as to protect all persons within the premises. It is further understood by Customer that the amounts payable under this Agreement are based on the value of services and, among other considerations, the waiver of subrogation as set forth in the Agreement and are unrelated to the value of the Customer's premises or property of Customer and/or others located within the premises. Customer agrees to rely exclusively on Customer's insurer to recover for injury, loss or damage in the event of any loss, injury or damages to the premises or any property therein. Customer does hereby for itself and all others claiming by or through it under this Agreement release and discharge Company from and against all damages covered by Customer's insurance and Customer further waives all rights of recovery against Company arising by way of subrogation or assignment.

19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of Company upon a breach of this Agreement by Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in Company's favor existing at law or in equity. Company may exercise all remedies, whether or not expressed, successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.

20. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.

21. **HAZARD TO PERSONNEL.** Customer represents and warrants that, except as otherwise disclosed to Company in writing, in the areas where Company will install the System there are no: (i) materials or substances classified as toxic or hazardous on or in the walls, floors, ceilings, or other structural members, or otherwise stored in the work area; (ii) situations requiring special precautions; (iii) equipment required by federal, state, or local health or safety regulations; or (iv) unsafe working conditions.

22. **INSURANCE.** Customer represents and warrants to Company that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide Company with evidence of such insurance upon request of Company.

23. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.

24. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by Company for the manufacture or installation of articles under this Agreement shall remain the property of the Company.

25. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which Company shall have disclosed or may hereafter disclose to Customer, incident to installation of the System, shall be deemed to be Company's confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information and shall not disclose to any other person, or use, such information. Company does not grant to Customer any reproduction rights or any rights to use such information.

26. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 VAC, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.

27. **SERVICES NOT INCLUDED.**

a. When a labor price is submitted, it is based on all work being performed during a five (5) day, forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 4:30 p.m., Monday through Friday, except holidays.

b. Unless otherwise specifically provided in this Agreement, Customer shall be responsible for and agrees to perform all necessary patching of masonry work, painting, carpentry work and the like.

c. Customer shall provide wiring, conduit and labor to connect the provided pressure switches to equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.

d. Company will not insulate or provide freeze protection of any kind for wet components of the System(s) or Equipment that require such protection. Freeze protection is entirely the obligation of Customer and the professionals providing such services, e.g. insulators, HVAC companies etc, retained by Customer.

e. Customer shall provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in this Agreement, services do not include costs for any discharge or concentration tests required by approval authorities.

f. No provision to exhaust any discharged agent is included in this Agreement.

g. Should an employee of Company be required to attend a “right to know” session at Customer’s location, a surcharge will be added to the final invoice.

28. MISCELLANEOUS.

a. Entire Agreement; Modifications. This Agreement (including the Proposal) constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes any prior or contemporaneous agreement, understanding, or order between the parties regarding the subject matter of this Agreement. Should the terms and conditions of any purchase order or addendum of Customer issued in connection with this Agreement at the time of entering into the Agreement of thereafter conflict with or add to any provisions of this Agreement, such new terms or different terms are expressly rejected by Company unless otherwise agreed to in writing by an authorized representative of Company and shall be of no force or effect. No modification of the indemnification, waiver of subrogation or limitation of liability provisions (“scope of liability provisions”) shall be applicable or binding notwithstanding any provision to the contrary found in any such signed purchase order, addendum or other modification of the Agreement unless signed by the President of the Company, it being expressly understood and agreed that no Company representative, other than the President, is authorized to modify the scope of liability provisions. No modification of this Agreement shall be binding unless made in writing and signed by both parties.

b. Waiver. No claim or right arising out of this Agreement may be discharged in whole or in part by a waiver of the claim or right unless the waiver is in writing and signed by the waiving party. The waiver or acceptance of any breach by either party of any provision of this Agreement shall not constitute a waiver of or excuse for non-performance as to any other provision of this Agreement, nor as to any prior or subsequent breach of the same provision.

c. Governing Law. This Agreement is made and entered into in the Commonwealth of Pennsylvania and shall be in all respects governed by and construed in accordance with the laws of the United States and the Commonwealth of Pennsylvania as if entirely performed in Pennsylvania and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with, or alter Company’s rights and Customer’s obligations under the Pennsylvania Contractor and Subcontractor Payment Act.

d. Jurisdiction. Customer consents to the exclusive jurisdiction and venue of the Montgomery County Court of Common Pleas of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement, or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. mail under the notice provision contained in Section 28.e.

e. Notices. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to be sufficiently delivered if sent by: (i) hand delivery; (ii) nationally recognized overnight carrier; or (iii) first class mail, to Company at Keystone Fire and Security, 433 Industrial Drive, North Wales, PA 19454, Attn: President, and to Customer at the address stated on the first page of this Agreement. Such notice shall be effective on the earlier of actual receipt, refusal by the recipient, or three (3) days after sending. Any party may change the address to which communications are sent by delivering notice of such change to the other party in accordance with this Section 28.e.

f. Assignment; Binding Effect. This Agreement and/or any claims arising out of this Agreement may not be assigned by Customer, either directly or indirectly (including, without limitation, by merger or sale of capital stock or assets), without the prior written consent of Company, which consent may be withheld by Company, in its sole discretion. This Agreement shall inure to the benefit of and shall be binding upon Company’s and Customer’s respective successors and permitted assigns.

g. No Set-Off. Customer has no right to set off against amounts due to Company, and in the event Customer exercises a set off it shall constitute a Default and entitle Company to all of its rights and remedies under this Agreement, including, without limitation, the right to recover interest and attorneys' fees.

h. Waiver of Jury Trial. The parties expressly waive the right to a trial by jury in any action or proceeding brought relating to this Agreement. The parties prefer that such a dispute be determined by a judge.

i. Attorneys' Fees.. Customer shall pay Company's costs, attorneys' fees, and professionals' fees in the event of a dispute between Customer and Company regarding the interpretation, enforcement of or claims arising directly or indirectly out of this Agreement that results in litigation, in which Company is the prevailing party. "Prevailing" shall mean Company achieved a dismissal or judgment in its favor of any claim or action filed or pursued against Company or, in a matter initiated by Company, Company received some or all of the relief sought. Company's right to the foregoing shall not merge with but shall survive the entry of judgment, and shall extend to appeals and collection.

j. Commercial Transaction. The parties acknowledge and agree that this Agreement is a commercial transaction and not for personal, family, or household use.

k. Compliance with Laws. Customer shall comply with all applicable federal, state, and local laws, rules, and ordinances.

l. Survival. All provisions of this Agreement that, by their terms, should survive termination or expiration of this Agreement shall survive such termination or expiration.

V. ITEMS FOR DISCUSSION

- d. Cisco Meraki WiFi Access Point Bid Results (eRate), quote \$931,458.00

Cisco Meraki Access Points (WiFi) – Districtwide

A. Why are you requesting the service/needs?

Why: The district is in need to upgrade its WLAN (wireless local area network) districtwide.

Need: The current Cisco WLAN network is coming end of life and needs to be upgraded. The majority of the current wireless access points were purchased in 2015 and 2016 and the wireless controllers in 2015. The current Cisco 5508 wireless controllers end of support is July 31, 2023.

Suggested equipment: Seven Hundred Thirty (730) Cisco Meraki MR56 wireless access point, accompanying 7-year licenses.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. Yes. IntegraOne and SHI submitted proposals for Cisco Meraki wireless access points. Connectivity Communications submitted a proposal for Extreme wireless access points and Turn-Key Technologies submitted a proposal for Aruba wireless access points. The latter two proposals were dismissed as they did not meet the specs in the RFP.

- IntegraOne – \$931,458
- SHI - \$1,073,978.00

C. Procurement Method:

- The district procured 25 Cisco Meraki access points in the spring of 2021 and installed them in the administration building to try them out. They proved successful. On November 17, 2021, the district posted an eRate Form 470 on the USAC website and released an accompanying RFP. The RFP was posted on the district website, in the Pocono Record and Morning Call, as well as listed on the PA School Bids website for 30 days. Proposals were due and reviewed on December 20, 2021.

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

- Yes – 2021-2022 Fiscal Year
- Fund 10
- Account #10-2844-650-000-00-006-000-000-0600
 - Technology Services Initiatives Account

E. Selection of winning proposal

- IntegraOne
- \$931,458.00
- NOTE: The district will apply to the Federal eRate program for this project for which the district receives an 80% discount. The district share will be \$186,291.60 (20%), and the Federal eRate program share will be \$745,166.40 (80%)



PREPARED FOR
East Stroudsburg Area
School District

PREPARED BY
Ashley Miller
Account Manager
Karen Toczek
Inside Support Representative

Meraki ERATE

Quote #031471 v2

December 15, 2021

36CJFVZ2J=LARM6EJVGZ18B#+9R9S1J1W5A9GQCQZS+6LBAIETRF5211+...
JLSF=OPHNIPI92B+0066SD3H80*8D\$AIDK*EK840*33=OYL4E8A5GNB#...
3=JU*WSHKG68287T7T=P+JAL5OKNNE339JWUNDUNX+0GCEP6Y5H...
4NESML=7GBF00L20XJKA8XKX08234CGGK+8ZLXYYOW0077END*ONX+USV1...
S+9D7I6SYND0D8AZA*#8334AVX=JRAH+022TBDD7GVET+*GXAWSPM3ALD3Q...
EOWXFD00ZV7LNHHQ4G4G8E88XAG6WEW+DKH5J224VT00*9?GBJ=H0H...
IACEE122B0ZEMZEW0H88XCKE225B93YV45A=88I923+FE1?33B5I09...
9D4NPICRCHMA22EYOVXK444G2G0B031LL7IOXMDMKNWVLOEIQ000?E...
BMOXZP=DS8ZW85844#*JUCFE*+JXX5MKP40G9S2FK*P5TF#1J2Y5RF...
810221P0C*P21AQ=FLAS#W=2E45EXX+0DS+08TMYGFLQCPK*TIQ8HFO*4Y79...
S+9D7I6SYND0D8AZA*#8334AVX=JRAH+022TBDD7GVET+*GXAWSPM3ALD3Q...
9D4NPICRCHMA22EYOVXK444G2G0B031LL7IOXMDMKNWVLOEIQ000?E...
BMOXZP=DS8ZW85844#*JUCFE*+JXX5MKP40G9S2FK*P5TF#1J2Y5RF...



Cisco

Description		Price	Qty	Ext. Price
MR56-HW	Cisco Meraki MR56 - Wireless access point - 802.11ac Wave 2 - Wi-Fi 6 - 2.4 GHz, 5 GHz - DC power - cloud-managed	\$965.39	730	\$704,734.70
LIC-ENT-7YR	Cisco Meraki Enterprise Cloud Controller - Subscription license (7 years) - hosted	\$270.58	730	\$197,523.40

Subtotal: \$902,258.10

Services

Description		Price	Qty	Ext. Price
Service	IntegraONE Professional Services - Installation and Configuration of Wireless Access Points	\$40.00	730	\$29,200.00

Subtotal: \$29,200.00



Meraki ERATE

Prepared by:

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

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

Prepared for:

East Stroudsburg Area School District
 50 Vine Street
 East Stroudsburg, PA 18301
 Brian Borosh
 (570) 424-8060
 brian-borosh@esasd.net

Quote Information:

Quote #: 031471
 Version: 2
 Delivery Date: 12/15/2021
 Expiration Date: 12/22/2021

Quote Summary

Description	Amount
Cisco	\$902,258.10
Services	\$29,200.00

Total: \$931,458.10

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

Ship to Address:

Additional Information:

Allentown

East Stroudsburg Area School District

Signature:
 Name: Ashley Miller
 Title: Account Manager
 Date: 12/15/2021

Signature: _____
 Name: Brian Borosh
 Date: _____

V. ITEMS FOR DISCUSSION

- e. Computer Bid Results
 - i. Apple Computers, Apple - \$676,983.35
 - ii. HP Computers, RTI - \$330,029.61
 - iii. Lenovo Chromebooks, Y&S Tech - \$942,301.84

Apple Computers

A. Why are you requesting the service/needs?

Why: We are requesting Two Hundred Forty Seven (247) iMac Desktops and Ninety-Five (95) Macbook Laptops and related peripherals for the Two High Schools.

Need: East Stroudsburg Area School District is on a Four (4) Year Computer Replacement Cycle. FY 2022 is the year the Two High Schools are up for replacement in the cycle.

Suggested replacement: Apple Equipment as indicated on the attached quote.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. No. Apple is a sole source provider for K-12 Education. Pricing is per the Chester County School Districts' Joint Purchasing Agreement.

1. Apple - \$676,983.35

C. Procurement Method:

Apple provided a quote based on specs provided. Pricing is per the Chester County School Districts' Joint Purchasing.

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

- Yes – 2022-2023 Fiscal Year
- Fund 10
- Account #10-5110-911-000-00-000-100-909-9090
 - Technology Services Lease Initiatives Account

E. Selection of winning proposal

- Apple is a sole source provider for K-12 Education. The recommendation is to approve the attached Apple quote in the amount of \$676,983.35

F. Other

N/A

Apple Inc. Education Price Quote

Customer:	Brian Borosh EAST STROUDSBURG AREA SCHOOLS DIST Phone: 5704248500 email: brian-borosh@esasd.net	Apple Inc:	Christy Spielberger 5505 W Parmer Lane Bldg 7 Austin, TX 78727 Phone: +1-512-6746526 email: spielberger@apple.com
------------------	-------------------------------------------------------------------------------------------------------------	-------------------	----------------------------------------------------------------------------------------------------------------------------------

Apple Quote: 2210745687

Quote Date: Tuesday, December 07, 2021

Quote Valid Until: Friday, February 04, 2022

Quote Comments:
Please reference Apple Quote number on your Purchase Order.

Per Chester County School Districts Joint Purchasing Board

Row #	Details/Comments	Qty	Unit List Price	Extended List Price
1	13-inch MacBook Air - Space Gray (5-Pack) Part Number: Z12F Configuration: <ul style="list-style-type: none"> • 065-C99J Apple M1 chip with 8-core CPU, 8-core GPU and 16-core Neural Engine • 065-C99N 16GB unified memory • 065-C99T 512GB SSD storage • 065-C9CK Touch ID • 065-C9CJ Two Thunderbolt / USB 4 ports • 065-C9CH Force Touch trackpad • 065-C9CL Retina display with True Tone • 065-C171 None • 065-C172 None • 065-CC50 Backlit Magic Keyboard - US English • 065-C9DN Accessory Kit 	95	\$1,309.00	\$124,355.00
2	3-Year AppleCare+ for Schools - MacBook Air Part Number: S7732LL/A	95	\$139.00	\$13,205.00
3	24-inch iMac with Retina 4.5K display: Apple M1 chip with 8-core CPU and 8-core GPU - Silver Part Number: Z12R Configuration: <ul style="list-style-type: none"> • 065-C9GL Apple M1 chip with 8-core CPU with 4 performance cores and 4 efficiency cores, 8-core GPU, and 16-core Neural Engine • 065-C9H1 16GB unified memory 	247	\$1,959.00	\$483,873.00

- 065-C9GQ 1TB SSD storage
- 065-CCTQ Gigabit Ethernet
- 065-CCTT Two Thunderbolt / USB 4 ports
- 065-CCTV Two USB-3 ports
- 065-C9H8 Magic Mouse
- 065-C171 None
- 065-C172 None
- 065-C9HF Magic Keyboard with Touch ID – US English
- 065-C9HV Accessory Kit

4	3-Year AppleCare+ for Schools – iMac Part Number: S7729LL/A	247	\$119.00	\$29,393.00
5	16-inch MacBook Pro: Apple M1 Pro chip with 10-core CPU and 16-core GPU, 1TB SSD – Space Gray Part Number: MK193LL/A Configuration: <ul style="list-style-type: none"> • 065-CCNW Apple M1 Pro with 10-core CPU, 16-core CPU, 16-core Neural Engine • 065-CCP2 16GB unified memory • 065-CCP6 1TB SSD storage • 065-CD69 140W USB-C Power Adapter • 065-CCPD Three Thunderbolt 4 ports, HDMI port, SDXC card slot, MagSafe 3 port • 065-CCTX 16-inch Liquid Retina XDR display • 065-CD3F None • 065-CCT9 Backlit Magic Keyboard with Touch ID – US English • 065-CCTF Accessory Kit 	2	\$2,499.00	\$4,998.00
6	3-Year AppleCare+ for Schools – 16-inch MacBook Pro M1 Part Number: SD6V2LL/A	2	\$279.00	\$558.00
7	CalDigit Thunderbolt 3 Mini Dock Part Number: HMX02ZM/A	93	\$149.95	\$13,945.35
8	96W USB-C Power Adapter Part Number: MXQJ2AM/A	2	\$79.00	\$158.00
9	30W USB-C Power Adapter Part Number: MY1W2AM/A	95	\$49.00	\$4,655.00
10	USB-C Charge Cable (2m) Part Number: MLL82AM/A	97	\$19.00	\$1,843.00

Edu List Price Total **\$676,983.35**

- Additional Tax \$0.00

- Estimated Tax \$0.00

Extended Total Price* **\$676,983.35**

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included.
Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2210745687. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to institutionorders@apple.com. **Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.**
 - For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
 - APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Friday, February 04, 2022 UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE.
 - APPLE MAY MODIFY OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000006627747

<https://ecommerce.apple.com>

Fax:

[Terms & Use](#) | [Privacy Policy](#) | [Return Policy](#)
Copyright © 2018 Apple Inc. All rights reserved.

Document rev 10.6.1

Date of last revision – June 20th, 2016

Lenovo Chromebooks

A. Why are you requesting the service/needs?

Why: We are requesting Two Thousand Three Hundred Twelve (2,312) Lenovo Chromebooks to deploy to all students in Grades K, 1 & 5 (at each elementary school) as well as Grade 9 (at both high schools).

Need: This deployment aligns to the districts’ Digital Transformation Initiative started in 2017 and follows suite with issuing each student a district issued Chromebook. The kindergarten devices will be replaced every 4 years and stay in carts in each kindergarten classroom. Students in grades 1-12 take them home.

Suggested replacement: Lenovo Chromebooks as indicated on the attached quote.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. Yes. Eleven (11) quotes were obtained in this instance through an RFQ.

Vendors	
Y&S Technologies	\$942,301.84
RTI	\$1,059,936.40
IntegraOne	\$1,048,492.00
SHI	\$1,050,804.00
CDW-G	\$1,048,723.20
Brightcentra	\$1,052,538.00
Adorama	No Bid
Vivacity	\$1,093,576.00
Virtucom	\$1,103,980.00

C. Procurement Method:

- An RFQ was issued on November 24, 2021 for Lenovo Chromebooks and emailed to approximately twenty-five (25) vendors, as well as advertised on the district website and PASchoolBids.com. RFQ’s were due December 21, 2021 at 11am. They were reviewed and evaluated on December 21 and 22, 2021.

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

- Yes – 2022-2023 Fiscal Year
- Fund 10
- Account #10-5110-911-000-00-000-100-909-9096

- Technology Services Lease Initiatives Account

E. Selection of winning proposal

- The lowest priced/qualified/responsible bidder is Y&S Technologies. The recommendation is to award the bid to this vendor in the amount of \$942,301.84.

F. Other

N/A



Date 12/15/2021
EAST STROUDSBURG AREA SCHOOL DISTRICT
Mr. Brian J. Borosh, PCSBO, CETL
50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 • Fax: (570) 420-8384
COMPUTERS AND RELATED EQUIPMENT
RFQ # ESASD – CMP2022-23

Vendor Y&S Technologies
383 Kingston AVE STE 357
Brooklyn NY 11213
POC Stewart Finck/Saul Finck
Email Address: saul@yandstech.com
Cage Code: 5A2W3
D&B# 82-8859616
FED# 61-1569225
Type of business: S Cooperation

Proposal

Dear Brian,

After extensive research, we are proposing as requested a solution from Lenovo. Lenovo is the leading PC manufacture in the world. Over the past 33 quarters they have had the highest growth rate of any major PC manufacture in the world. Their US headquarters is located in Raleigh, North Carolina and tech support is handled by US technicians based out of Atlanta, GA. Lenovo has acquired prestigious accounts, including the NYC Board of Education (largest school district in the country), Clark County School District (Las Vegas) and the United Nations Etc.

Lenovo Corporation has been in business for over 25 years. They began as a small manufacturer of PC clone computers and 15 years ago they purchased the IBM ThinkPad line computers. Just as, IBM they value engineering and quality. The products that they release meets the heights standards of quality and durability. Gartner, an independent and well-known testing lab, rates Lenovo as the leader in this industry.

Chromebooks

For the 2,312 Chromebooks we are offering as requested, the **Lenovo 300e Gen 3 MFR# 82J9000NUS Lenovo 300e AMD G3, AMD 3015Ce (1.20GHz, 2MB), 11.6 1366x768 Touch, Google Chrome, 4.0GB, 1x32GB eMMC, Integrated AMD, AC WIFI, Bluetooth 5.0, 720p HD Cam&Mic, and 5MP World Facing Camera**



Warranty

3-year Depot + Accidental Damage Protection Warranty

For the 2,312 warranties we are offering as requested, **the Lenovo MFR# 5WS0N75691 Lenovo 3-year depot - Extended service agreement - parts and labor - 3 years (School Year Term) and the Lenovo MFR# 5PS0F04089 Lenovo Three (3) Year Accidental Damage Protection (ADP) EDU.**

Google Licenses

As requested we are offering 2,312 Google licenses.

White Glove Services

We are offering as requested all White glove Service Lenovo Chrome OS Zero Touch Enroll –OR Vendor Whiteglove Service for Initial Chromebook Config (enrollment to ESASD Domain)

Asset Tagging

We are providing as requested

Green Delivery Process

We are providing as requested

Pricing Per National Cooperative Purchasing Contract (NCPA)

Y&S is listed on NCPA contract #01-065. “NCPA (National Cooperative Purchasing Alliance) is a leading national government purchasing cooperative working to reduce the cost of goods and services by leveraging the purchasing power of public agencies in all 50 states. NCPA utilizes state of the art procurement resources and solutions that result in cooperative purchasing contracts that ensure all public agencies are receiving products and services of the highest quality at the lowest prices.”

There are over 90,000 agencies nationwide from both public and nonprofit sectors that are eligible to utilize NCPA's cooperative purchasing contracts. In PA alone there are hundreds of entities leveraging this contract, including K12, Higher Education, State, Local and Non-For-Profit participants.

A Letter of Authorization and additional documentation is available upon request.

Pricing

QTY	Part Number	Description	Price Each	EXT Price
2,312	82J9000NUS	Lenovo 300e Gen 3 MFR# 82J9000NUS Lenovo 300e AMD G3, AMD 3015Ce (1.20GHz, 2MB), 11.6 1366x768 Touch, Google Chrome, 4.0GB, 1x32GB eMMC, Integrated AMD, AC WIFI, Bluetooth 5.0, 720p HD Cam&Mic, and 5MP World Facing Camera	\$311.29	\$719,702.48
2,312	5WS0N75691	Lenovo Three (3) Year School Term Depot EDU Support Upgrade	\$18.00	\$41,616.00
2,312	5PS0F04089	Lenovo Three (3) Year Accidental Damage Protection (ADP) EDU	\$39.89	\$92,225.68
2,312	Google License	Google License	\$29.10	\$67,279.20
2,312	White Glove Services	White Glove Services as Requested	\$4.79	\$11,074.48
2,312	Asset Tags	Asset Tags	\$3.00	\$6,936.00
2,312	Green Delivery Process	Green Delivery Process	\$1.50	\$3,468.00
			Total Price: \$942,301.84	



Datasheets

Y&S has provided datasheet of the items we have proposed

Contact Info for Warranty Support

For support on the Lenovo equipment, the district can contact either Lenovo support directly or contact our customer Service Dept. The Phone number for Lenovo support is #800-426-7378 or our Customer support at #888-491-8910.

Acceptance terms and conditions

Y&S Technologies acknowledge and accepts all contract terms on the bid

Y&S References

Y&S has a vast experience in suppling, installing and configuring Lenovo equipment all over the country. Here are a few references for your convenience.

- 1) **Cumberland County Schools, Fayetteville, NC.** 4th largest school system in the state and 78th in the country. We have sold them over 74,000 Lenovo 100e Chromebooks, 2,600 Lenovo laptops and 3,000 Workstations from November 2018 through today's date, and currently have an ongoing contract. The estimated contract is over \$25,000,000. Point of contact is Mike Anderson Purchasing Officer who can be reached at PH# 910-678-2384 Email mikeanderson@ccs.k12.nc.us
- 2) **Gaston County Schools, Gastonia, NC.** We schooled over 15,000 Lenovo 100e and 3,000 Lenovo 300e from October 2019 through today's date, and currently have an ongoing contract. Point of contact is Aaron Slutsky, Chief Technology Officer who can be reached at Email awslutsky@gaston.k12.nc.us
- 3) **Bridgeport Public Schools, Bridgeport CT** (Largest School District in CT). Over the last years, we have provided over 8000 student devices, 700 Workstations with White Glove, Imaging, Laser Etching and installation services. The estimated contract is over **\$4,000,000**. Point of contact is Jeffrey M. Postolowski Sr who is the Director of Information Technology. PH# (203) 275 – 1137, E-mail jpostolowski@bridgeportedu.net
- 4) **Wilton Public Schools, Wilton CT.** Since 2015, we have provided over 3,000 Lenovo student devices, 1000 enterprise laptops and workstations with White Glove, Laser Etching and installation services. The estimated contract is over **\$3,000,000**. The point of contact is Helaine Walker who is the director of IT Helaine can be reached at PH# 203-762-3381x8326 Email walkerh@wiltonps.org



- 5) **Salem School District, Salem NH.** We sold over \$2,000,000 worth of Lenovo equipment to the district throughout the past four years. The point of contact is David Hasbany, Director of IT. David can be reach at PH# 603-893-7069 x5701, E-mail david.hasbany@sau57.org

Point of Contact

Saul Finck (Director of Sales) will be your points of contact for this contract and will assist School District and its personnel in any matters related to this contract. Saul's Contact Information is as follows: PH #718-473-0284x203. Fax number 718-360-9627 E-mail saul@yandstech.com

Brief History of our Company

Y&S Technologies is a registered 8a, Minority, Woman Owned Small Business located in a HUBZone, and have been in business for over fourteen years with a primary focus on the education and government sector. Our senior staff members have over 40 years of combined experience, selling and servicing the academic and government market. We offer our customers highly competitive solutions, the best products at the best prices, and a high level of service and support. These qualities directly contribute to our successful and expanding business.

In 2020 alone, Y & S Technologies sold over \$38 million worth of products and services to agencies and companies of all sizes, all over the country. We are proud Platinum Lenovo Partners, which situates us to obtain the best costs and most solid transit times on any orders we place on behalf of our customers. The above list of references is only a sample of the work we've done connecting state/local agencies with major manufacturers. Our expertise in building quality (environmentally friendly) technological solutions for our customers, combined with our capability to procure and deliver bulk product, on time, make Y & S Technologies the right choice for you.

If you should need any further information please feel free to contact me at your convenience.

Saul Finck
Director of Sales
Y&S Technologies

HP Computers and Peripherals

A. Why are you requesting the service/needs?

Why: We are requesting Ninety-Seven (97) HP Desktop Computers & Related Peripherals and One Hundred Sixty-Nine (169) HP Laptops and related Peripherals for the two High Schools.

Need: East Stroudsburg Area School District is on a Four (4) Year Computer Replacement Cycle. FY 2022 is the year the two High Schools are up for replacement in the cycle.

Suggested replacement: HP Desktop/Laptop Computers & Peripherals as indicated on the attached quote.

B. Cost Estimate: if over \$5,000, were 3 quotes obtained? If yes, please list the vendors and the amounts. Yes. Seven (7) quotes were obtained in this instance through a bid.

Vendors	
Y&S Technologies	No Bid
RTI	\$330,029.61
IntegraOne	\$349,502.50
SHI	\$349,502.50
CDW-G	No Bid
Brightcentra	\$469,896.00
Adorama	\$352,929.77
Vivacity	\$387,039.77
Virtucom	\$352,590.54

C. Procurement Method:

- An RFQ was issued on November 24, 2021 for HP Desktop/Laptop Computers & Related Peripherals and emailed to approximately twenty-five (25) vendors, as well as advertised on the district website and PASchoolBids.com. RFQ's were due December 21, 2021 at 11am. They were reviewed and evaluated on December 21 and 22, 2021.

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

- Yes – 2022-2023 Fiscal Year
- Fund 10
- Account #10-5110-911-000-00-000-100-909-9096
 - Technology Services Lease Initiatives Account

E. Selection of winning proposal

- The lowest priced/qualified/responsible bidder is RTI (Riverside Technologies Inc). The recommendation is to award the bid to this vendor in the amount of \$330,029.61.

F. Other

N/A



075378 v3 - CMP2022-23 Computers and Related Equipment

Quote #075378 v3

Prepared For:
East Stroudsburg Area School District
Main
Brian Borosh
50 Vine Street


East Stroudsburg, PA 18301
P: (570) 424-8500
E: brian-borosh@esasd.net


Prepared by:
RTI
Terry Kilberg
105 Gateway Dr.
PO Box 1547
North Sioux City, SD 57049




P: 866.804.4388
E: tkilberg@1rti.com

Date Issued:
12.20.2021
Expires:
02.25.2022

Contract: **NCPA 01-97**

A. 1.) HP EliteDesk 800 G8 Desktop Mini		Price	Qty	Ext. Price
499W7UT#ABA	 HP EliteDesk 800 G8 Desktop Computer - Intel Core i7 11th Gen i7-11700T Octa-core (8 Core) 1.40 GHz - 16 GB RAM DDR4 SDRAM - 512 GB M.2 PCI Express NVMe SSD - Desktop Mini - Windows 10 Pro 64-bit - Intel UHD Graphics 750 DDR4 SDRAM - English Keyboard - IE	\$850.25	97	\$82,474.25
Subtotal:				\$82,474.25

A. 2.) HP Z Book Firefly 15 G8		Price	Qty	Ext. Price
38B50UT#ABA	 HP ZBook Firefly G8 15.6" Mobile Workstation - Full HD - 1920 x 1080 - Intel Core i7 11th Gen i7-1165G7 Quad-core (4 Core) 2.80 GHz - 16 GB RAM - 512 GB SSD - Windows 10 Pro - Intel Iris Xe Graphics - In-plane Switching (IPS) Technology - English Keyboard	\$1,159.70	169	\$195,989.30
U02BQE	HP Care Pack Hardware Support - 3 Year - Warranty - On-site - Maintenance - Labor	\$72.86	169	\$12,313.34
Subtotal:				\$208,302.64

A. 3.) HP Docking Station and Related Peripherals		Price	Qty	Ext. Price
2UK37UT#ABA	 HP Thunderbolt Dock G2 (120w) - for Notebook - 120 W - USB Type C - 5 x USB Ports - 3 x USB 3.0 - Network (RJ-45) - VGA - DisplayPort - Thunderbolt - Wired	\$170.83	46	\$7,858.18
1Y4D0UT#ABA	HP 235 Keyboard & Mouse - Wireless Wireless Mouse	\$24.91	46	\$1,145.86
9VF99AA#ABA	 HP E24 G4 23.8" Full HD LCD Monitor - 16:9 - Black - 24" Class - In-plane Switching (IPS) Technology - 1920 x 1080 - 250 Nit - 5 ms - HDMI - VGA - DisplayPort	\$173.75	131	\$22,761.25
2DW53AA	 HP B300 Mounting Bracket for Computer, Thin Client, Workstation - 100 x 100 VESA Standard	\$45.40	85	\$3,859.00



A. 3.) HP Docking Station and Related Peripherals		Price	Qty	Ext. Price
H6Y89UT#ABA	HP 65W Smart AC Adapter - For Notebook	\$21.47	169	\$3,628.43
				
			Subtotal:	\$39,252.72

Quote Summary	Amount
A. 1.) HP EliteDesk 800 G8 Desktop Mini	\$82,474.25
A. 2.) HP Z Book Firefly 15 G8	\$208,302.64
A. 3.) HP Docking Station and Related Peripherals	\$39,252.72
	Total: \$330,029.61

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

V. ITEMS FOR DISCUSSION

- f. Computer Financing Bid Results, Lease Proposals
 - i. First American - \$325,910.25, 1.56%
 - ii. Apple Financial Services - \$169,245.84, 0%

Computer Lease Tabulation
January 7, 2022

HP/Lenovo \$1,272,331.45

<u>Vendor</u>	<u>Capital Lease Annual Pymt</u>	<u>Capital Lease Interest Rate</u>
First American	\$325,910.25	1.56%
American Capital (Opt 1)	\$326,573.66	1.79%
American Capital (Opt 2)	\$328,196.45	1.82%
HPE Financial Services	\$329,941.00	2.50%
Lenovo Financial Services	\$332,820.27	2.89%
Pinnacle Public Finance	Disqualified - Did not meet lease component RFP terms as specified by ESASD	

LEASE PROPOSAL

Lessor	First American Education Finance 211 High Point Drive, Victor, NY 14564
Lessee	East Stroudsburg Area School District 50 Vine Street, East Stroudsburg, PA 18301
Equipment	HP and Lenovo Equipment
Equipment Cost	\$1,272,331.45

Lease Options

	Option 1
Lease Term	48 Months
Lease Rate Factor	0.256152
Rental Payment	\$325,910.25
Lease Type	Tax Exempt
Payment Frequency	Annual
Interest Rate	1.56%

Tax-Exempt Lease	At the end of a Tax-Exempt Lease you will own the equipment. The terms of the lease will be evidenced by documents usual and customary for a Tax-Exempt Lease Purchase, including an IRS 8038-G form. The lease documents must be acceptable to you and your counsel, who will provide an opinion that the lease is valid, binding, and enforceable.
Escrow Agreement	This proposal assumes that funds will be deposited in escrow on June 1st, 2022. Lessor will establish an Internal Escrow account for Lessee. There will be no fee assessed to Lessee for establishing the Internal Escrow account. All interest earnings shall be retained by Lessor in consideration of managing the Internal Escrow account.
Interim Rent	None
Deposit	None
Additional Fees	None
Rental Payments	Rental payments will be due on July 1, 2022 (with a 15-day grace period for payments to be made). The lease will begin on the day you accept the equipment. Rental payments will be due annual, in advance.
Rate Lock	A lock will be applied to your rental rate for up to 150 days before the start of your lease. If the start of your lease is delayed and occurs after the rate lock period has elapsed, your rate may be adjusted for any change in the Index Rate prior to funding. Your rental rate is based on the four (4) year swap of 1.33% (referred to as the Index Rate) as of January 3, 2022. It will be fixed for the duration of the lease term.
Business Information	You will provide financial information reasonably requested by First American, including but not limited to year-end audited financial statements and interim financial statements.
FA Experience	You will have access and visibility into all aspects of your equipment leases and project financing through FA Experience – the digital hub that expedites the funding process, puts you in control, and manages all information related to your account.



Concierge Service

Your dedicated Project Manager will manage every step of your lease:

- Project communication
- Lease documentation
- Vendor payment
- Lease invoicing
- Equipment tracking, reporting and more

Each lease schedule will be a net lease, and you will be responsible for all expenses relating to the equipment and the transaction, including maintenance, insurance, sales, use and personal property taxes, and other expenses relating to the purchase, possession, lease, and use of the equipment.

You authorize First American to file and record financing statements regarding this transaction and take a first priority security interest in the equipment and deposits. You will be responsible for any purchase orders issued by First American on your behalf.

The terms and conditions of this proposal, except for the provisions concerning security interests and the good faith deposit, will be superseded by the final documentation for each lease schedule. This proposal is not a commitment. First American will only provide lease financing upon the satisfactory completion of its due diligence and mutually acceptable documentation.

First American welcomes the opportunity to serve your school. This proposal expires on January 28, 2022. To accept, please sign below and send an electronic copy to First American.

Offered by:

First American Education Finance

Accepted by:

East Stroudsburg Area School District

Shawn Corrigan

Shawn Corrigan

Vice President

January 3, 2022

By

Name

Title

Date

Compounding Period: Annual

Nominal Annual Rate: 1.556%

Cash Flow Data - Loans and Payments

Event	Date	Amount	Number	Period	End Date
1 Loan	06/01/2022	1,272,331.45	1		
2 Payment	07/01/2022	325,910.24	4	Annual	07/01/2025

TValue Amortization Schedule - Normal, 360 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	06/01/2022				1,272,331.45
1	07/01/2022	325,910.24	1,649.99	324,260.25	948,071.20
2022 Totals		325,910.24	1,649.99	324,260.25	
2	07/01/2023	325,910.24	14,753.82	311,156.42	636,914.78
2023 Totals		325,910.24	14,753.82	311,156.42	
3	07/01/2024	325,910.24	9,911.62	315,998.62	320,916.16
2024 Totals		325,910.24	9,911.62	315,998.62	
4	07/01/2025	325,910.24	4,994.08	320,916.16	0.00
2025 Totals		325,910.24	4,994.08	320,916.16	
Grand Totals		1,303,640.96	31,309.51	1,272,331.45	

Last interest amount increased by 0.01 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
1.556%	\$31,309.51	\$1,272,331.45	\$1,303,640.96

\$1 Purchase Option

Thank you for considering Apple Financial Services to fund your technology plan. Please find your \$1 Purchase Option financing proposal below.

Financed Amount	Annual Payments In Advance	Lease Term
-----------------	----------------------------	------------

\$676,983.35

\$169,245.84

4 Years

Apple Quote No. 2210745687

Budgetary pricing provided at 0% Promotional APR

March order placement with first payment due in July

What is a \$1 Purchase Option?

This is a financing option designed for equipment ownership at the end of the financed term. The \$1 Purchase Option creates predictable payments while enabling universities and schools to deploy years' worth of equipment today using budgeted funds.

Why use a \$1 Purchase Option?

This option is usually recommended for educational institutions that know they want to own equipment at the end of term. Once the financed term ends, ownership will enable flexibility: continue using the equipment or trade it in to recover value toward new gear.

What are my options at the end of the financed term?

End of term options will be detailed in the final documents. The options include:

1. Purchase the equipment at end of term for \$1.
2. Trade in equipment for value toward a new purchase or financed term.

Overall, the \$1 Purchase Option enables administrators to buy more equipment today, while providing the flexibility that ownership allows.

Please do not hesitate to call or email me at the contact information below with any questions.

Amanda Curran

Northeast Area Finance Manager—North US | Apple Financial Services

T: 610.392.3629 | E: amandac@apple.com

Pricing Notes and Conditions

This proposal is for informational purposes and does not constitute a legally binding obligation of either party. Subject to the satisfactory completion of the Lessor's standard credit approval process and the completion of documentation acceptable to the Lessor, Apple Financial Services is not a financial advisor and does not have a fiduciary duty to you under federal securities laws. Consult with your financial advisor regarding the options offered.

Lease Discount Disclosure Statement: Apple Inc. through the Apple Financial Services program may provide an equipment discount to certain third-party investors. The discount may be applied to facilitate a lease rate discount. The actual interest rate paid on any resulting lease may be reflected in an amortization table provided with lease documents. The quoted payment amount does not include amounts that may be due for taxes or fees, if applicable.

The lease charge portion of the payments can be determined by applying to the total adjusted cost the rate which will amortize the total adjusted cost down to the purchase option amount. The lease charge rate may be higher than the actual annual interest rate because of the amortization of certain costs and fees incurred by the third-party investor. Rates may be subject to verification that the Lessee is a state or political subdivision as defined in Sec. 103 of the IRS Code, 1986.

V. ITEMS FOR DISCUSSION

- g. EBTEP voting roster proposed change

EBTEP Trust Voting Roster

Background:

ARTICLE V: APPOINTMENT OF TRUSTEES AND ALTERNATE TRUSTEES

5.1 Each Regular Member shall appoint four (4) Trustees and four (4) Alternates to the Trust consisting of: (1) one Trustee and one Alternate to represent the professional bargaining unit employee group; (2) one Trustee and one Alternate to represent the non-professional employee group; (3) one Liaison Trustee, and one Alternate to represent the Central Administrative Staff which shall be the business manager, business administrator or chief financial officer of the Employer; and, (4) one Trustee and one Alternate (which may be any non-bargaining unit employee on the central administrative staff), to represent the Board of Directors.

5.2 Trustees and Alternate Trustees which represent the professional employee group, the non-professional employee group and the central administrative staff shall be current active employees or retired former employees of the School Employer. The Trustee and Alternate Trustee appointed to represent the Board of Directors of the School Employer shall be a member of the Board of Directors, Superintendent or Executive Director of the Employer, or a current active employee or a retired former employee of the School Employer. A retired former employee of a School Employer who is appointed as a Trustee or Alternate Trustee shall have retired from the School Employer he or she is representing, and shall participate in the medical-surgical, hospitalization and prescription drug plan(s) of his or her former School Employer.

5.3 If the professional employees or non-professional employees of any Member are represented by a certified collective bargaining unit, then the Member shall appoint as Trustees or Alternate Trustees representing professional and non-professional employees those persons designated by the president of the certified collective bargaining unit.

5.4 Alternate Trustees may attend all Trust meetings; however, Alternate Trustees will exercise voting rights only in the absence of their regular appointed Trustee.

5.5 Trustees and Alternate Trustees shall be required to sign the Trust's Disclosure and Conflict of Interest Statement upon their appointment.

Current Voting Roster:

Administration:	Dr. William Riker
Board:	Ms. Rebecca Bear
Professional Association:	Mr. Paul Kernan
Support Association:	Ms Miriam Giove
Administration Alternate:	Ms. Jennifer Schnaitman
Board Alternate:	Mr. Craig Neiman
Professional Association Alt.	Mr. Joe Formica
Support Association Alt.	Ms Eileen Mahan

Proposed Voting Roster:

Administration:	Dr. William Riker
Board:	Mr. Craig Neiman
Professional Association:	Mr. Paul Kernan
Support Association:	Ms Miriam Giove
Administration Alternate:	Ms. Jennifer Schnaitman
Board Alternate:	Ms. Rebecca Bear
Professional Association Alt.	Mr. Joe Formica
Support Association Alt.	Ms Eileen Mahan

January 24, 2022 Board Motion:

Motion to appoint Craig Neiman as the Board Representative to the EBTEP Trust with primary voting rights and to appoint Rebecca Bear as the Board Alternate to the EBTEP Trust with secondary voting rights, in accordance with the recommendation of the Finance Committee.

**EMPLOYEE BENEFIT TRUST
OF
EASTERN PENNSYLVANIA
TRUST AGREEMENT**

Date: _____

TABLE OF CONTENTS

	<u>Page No.</u>
ARTICLE I: DEFINITIONS	1
ARTICLE II: NAME	2
ARTICLE III: PURPOSE	2
ARTICLE IV: MEMBERSHIP, ASSOCIATION AND AFFILIATION	3
ARTICLE V: APPOINTMENT OF TRUSTEES AND ALTERNATE TRUSTEES	4
ARTICLE VI: FUNDING ARRANGEMENTS	5
ARTICLE VII: ADMINISTRATION OF PLANS	5
ARTICLE VIII: CONTRIBUTIONS	6
ARTICLE IX: RESERVES	7
ARTICLE X: FUNDING POLICY	7
ARTICLE XI: DISBURSEMENTS FROM TRUST FUND	8
ARTICLE XII: POWERS OF THE TRUSTEES	8
ARTICLE XIII: DUTIES OF TRUSTEES	10
ARTICLE XIV: SUCCESSION OF TRUSTEES AND REPRESENTATIVES	10
ARTICLE XV: LIMITATIONS ON TRUSTEES	11
ARTICLE XVI: ACCOUNTS AND RECORDS	12
ARTICLE XVII: FINANCE AND MANAGEMENT COMMITTEE	12
ARTICLE XVIII: AMENDMENT OF AGREEMENT	13
ARTICLE XIX: WITHDRAWAL AND TERMINATION	13
ARTICLE XX: MISCELLANEOUS PROVISIONS	14

EMPLOYEE BENEFIT TRUST OF EASTERN PENNSYLVANIA TRUST AGREEMENT

WHEREAS, by an Agreement dated the 1st day of July, 1983, by and between the administrative units of Colonial Intermediate Unit 20, (Pennsylvania School Employers) entered into an agreement for the establishment and management of a school employees benefit trust styled EMPLOYEE BENEFIT TRUST OF EASTERN PENNSYLVANIA (hereinafter "Trust"), and

WHEREAS, the functioning of the Trust in conformity to the Agreement has disclosed certain areas that would be improved through modification of the Trust Agreement, and

WHEREAS, it is the intention of the respective Boards of Directors of the School Employer Members that the Trust continue its operations without interruption or substantial alteration,

NOW THEREFORE, be it resolved that this Agreement replace the original Agreement dated the 1st day of July, 1983, as subsequently amended, and further that the Trust be in conformance with Section 501(c)(9) of the Internal Revenue Code as it pertains to Voluntary Employee Benefit Associations, and that School Employers as defined herein may become Members by procedures set forth herein and in accordance with the Policies of the Trust as established and amended from time to time.

ARTICLE I: DEFINITIONS

1.1 "Administrative Agent" shall mean a person or legal entity (corporation, partnership, limited liability company) with whom the Trust has contracted to provide and/or administer a plan of benefits.

1.2 "Affiliate" shall mean a School Employer which has been accepted as such by the Trustees as hereinafter provided to participate in programs sponsored by the Trust other than medical and hospitalization plans and prescription drug plans. Affiliates shall have no trustee representation on the EBTEP Board of Trustees, but shall name employees to represent them to the Trust as hereafter provided. An Affiliate shall participate in a program or programs pursuant to a program participation agreement.

1.3 "Associate Member" shall mean a School Employer which has been accepted as such by the Trustees as hereafter provided to fund its medical, hospitalization and prescription drug plans through the Trust under the Cash-Flow Funding Arrangement pursuant to Article VI, Paragraph 6.10 hereof. Associate Members shall have no representation on the EBTEP Board of Trustees, but shall name employees to represent them to the Trust as hereafter provided.

1.4 "Central Administrative Staff" shall mean those persons employed in the central administrative office of the School Employer including but not limited to the: Superintendent, Business Manager or Business Administrator, Chief Financial Officer, Human Relations Manager, Benefits Secretary, Curriculum Manager, and all other administrators and support staff of the central administrative office of the school employer, but not including bargaining unit employees.

1.5 "Duly convened" shall mean a regular or special meeting of the Trustees scheduled or called with the notice being provided as required by this Agreement or the Trust's Bylaws, and with the quorum being present as provided by this Agreement or the Trust's Bylaws.

1.6 "Finance and Management Committee" shall mean the Committee established pursuant to Article XVII of this Trust Agreement.

1.7 "Liaison Trustee" shall mean the Trustee of a Regular Member which is appointed from the Central Administrative Staff as set forth in Article V, Section 5.1 of this Trust Agreement, and whose duties are described in Article VII, Section 7.6 and in Article XVII of this Trust Agreement.

1.8 "Member" is a general term used in this Trust Agreement which includes School Employers which are "Affiliates", "Associate Members" and "Regular Members" as defined and as

set forth in this Trust Agreement, which have been accepted as such by the Trustees as hereafter provided to fund benefits through the Trust.

1.9 "Non-Professional Employee Group" shall mean all of those employees of a School Employer who are not part of the Central Administrative Staff and who are not members of the Professional Employee Group.

1.10 "Participant" shall mean a person whose employment or other status, except for family dependency or family relationship, is the basis for eligibility for enrollment for coverage in the Plan of an Employer and who is enrolled for coverage in the plan. Participant may include, without limitation, a retiree or COBRA enrollee.

1.11 "Plan" shall mean a plan of benefits that is administered by the Trust.

1.12 "Professional Bargaining Unit Employee Group" includes, but is not limited to: certified teachers, guidance counselors, professional psychologists, and nurses who are not members of the Central Administrative Staff.

1.13 "Regular Member" shall mean a School Employer which has been accepted as such by the Trustees as hereafter provided to fund its medical, hospitalization and prescription drug plans through the Trust under the Pooled Funding Arrangement pursuant to Article VI, Paragraph 6.1(a). Regular Members shall have representation on the EBTEP Board of Trustees as hereafter provided.

1.14 "School Employer" or "Employer" shall mean a school district, area vocational-technical school, intermediate unit, or community college, established by the laws of the Commonwealth of Pennsylvania which is an employer of persons to carry out education in conformity thereto.

1.15 "Trust Administrator" shall mean Colonial Intermediate Unit 20.

1.16 "Trust Chairperson" shall mean the Executive Director of Colonial Intermediate Unit 20.

1.17 "Trustee" shall mean those representatives of Regular Members which are appointed pursuant to Article V of this Trust Agreement, and, unless otherwise noted, includes "Alternate Trustees".

1.18 "Trust Manager" shall mean the person designated by the Executive Director of Colonial Intermediate Unit 20 to be responsible for the day to day administration of the Trust.

ARTICLE II: NAME

The Trust shall be known as EMPLOYEE BENEFIT TRUST OF EASTERN PENNSYLVANIA ("EBTEP").

ARTICLE III: PURPOSE

The purpose of the Trust is to serve as a means for the joint provision or purchase of employee benefits by Members of the Trust, such benefits to include, but not be limited to: medical, hospitalization, prescription drug, dental and vision benefits; group life insurance benefits; disability insurance benefits; and wellness program benefits.

ARTICLE IV: MEMBERSHIP, ASSOCIATION AND AFFILIATION

4.1 A School Employer may become a Regular Member, an Associate Member or an Affiliate of the Trust upon acceptance as provided herein.

4.2 A School Employer which desires to participate in the Trust as a Regular Member, Associate Member or Affiliate shall signify its intention by furnishing to the Secretary of the Trustees or his or her designee a certified copy of the resolution of the governing body of such Employer indicating its intention to do so. Such resolution shall be substantially in the form set forth in Exhibit A of the Application Policy which is described in Section 4.3 below.

4.3 A School Employer which has furnished the resolution to the Secretary of the Trustees as set forth in 4.2 above shall provide a deposit and such financial and claims information and reports as required by the Trustees pursuant to an Application Policy which shall be adopted and amended by the Trustees from time to time. The Application Policy and amendments thereto shall be approved at a duly convened meeting of the Trustees by a sixty-six and two-thirds percent (66 2/3%) vote of all Trustees. The School Employer shall be responsible for all costs incurred by the Trust in obtaining and evaluating the provided information, including legal, accounting and actuarial costs, and pursuant to the Application Policy, may require a monetary deposit for this purpose.

4.4 In addition to any other financial requirements as determined under the Application Policy, as a condition of membership in the Trust any School Employer admitted as a Regular Member, Associate Member or Affiliate shall be required to make a reserve payment of four months of claim expenses and associated administrative fees as determined by an actuarial study. The said reserve payment may be made in cash, letter of credit or other financial security, the terms, form and approval of which shall be in the sole discretion of the Trustees. This reserve payment shall be made in advance of the School Employer's effective date of joining the Trust. Other advance payments or conditions for membership, association or affiliation shall be at the sole discretion of the Trustees.

4.5 **Classes of Membership.** Depending upon the number of Participants covered by a School Employer's benefit Plan and upon the benefits said Employer wishes to provide through the Trust, each School Employer shall be classified as follows:

a. **Regular Members.** School Employers that provide benefits through the Trust for one thousand five hundred (1,500) or fewer Participants and that provide medical-surgical, hospitalization and prescription drug benefits through the Trust shall be classified as Regular Members, and, as such, shall fund their Plan under the Pooled Funding Arrangement as set forth in Article VI and be entitled to appoint four trustees and four alternate trustees to the Board of Trustees pursuant to Article V. Regular Members shall be entitled to participate in all programs operated by the Trust. Those School Employers which were members of the Employee Benefit Trust of Eastern Pennsylvania as set forth in the Trust Agreement in effect immediately prior to the adoption of this amended Trust Agreement shall continue to be Regular Members of the Trust with four Trustees and four alternate trustees even if the number of their Participants increases to more than one thousand five hundred (1,500), so long as the School Employer continues to provide medical-surgical, hospitalization and prescription drug benefits through the Trust.

b. **Associate Members.** School Employers that provide benefits for more than one thousand five hundred (1,500) Participants shall be classified as Associate Members. Such members shall be required to provide their medical-surgical, hospitalization and prescription drug benefits through the Trust and to fund those benefits under the Cash-Flow Funding Arrangement pursuant to Article VI. An Associate Member may appoint two of its employees as a representative and alternate representative to the Trust. Such representative shall not be a voting Trustee as herein defined, but may attend meetings of the Trustees, enter into discussion of issues and actions considered by the Trustees and report on such to the Associate Member. Associate Members shall be entitled to participate in programs operated by the Trust only at the discretion of the Trustees.

c. **Affiliates.** School Employers that desire to provide benefits other than for medical-surgical services, hospitalization and prescription drugs, shall be classified as Affiliates. Affiliates shall be required to fund benefits provided through the Trust under the Cost-Reimbursement Funding Arrangement pursuant to Article VI. An Affiliate may appoint two of its employees as a representative and

alternate representative to the Trust. Such representative shall not be a voting Trustee as herein defined, but may attend Trust meetings of the Trustees, enter into discussion of issues and actions considered by the Trustees and report on such to the Affiliate Member. Affiliates shall be entitled to participate in programs operated by the Trust only at the discretion of the Trustees.

4.6 A School Employer may join the Trust by an affirmative vote of sixty-six and two-thirds percent (66 2/3%) of all Trustees at a duly convened meeting of the Trustees. The applicant shall become a Regular Member, Associate Member or Affiliate of the Trust on an effective date agreed upon by both the applicant and the Trustees.

4.7 There shall be an initial mandatory period for membership, association or affiliation of three years. In addition to fulfilling its responsibilities under Article XIX of this Trust Agreement with respect to withdrawal by an Employer, an Employer which terminates its initial participation prior to the end of its initial three year term at the end of its first year of participation shall be required to pay a penalty equaling one year of total contributions for each program (medical and hospitalization, prescription drug, vision, dental, wellness or other) in which the Employer participates. An Employer which terminates at the end of its second year of participation shall be required to pay a penalty equaling ten (10) months of total contributions for each program in which the Employer participates. An Employer which terminates prior to the end of its third year of participation shall pay a penalty equaling eight (8) months of total contributions for each program in which the Employer participates. The rights and liabilities of any Employer which terminates prior to the end of the initial mandatory three year period shall be the same as those provided in Article XIX of this Agreement with respect to withdrawal by an Employer.

4.8 Notwithstanding the minimum mandatory period of membership, association or affiliation provided by 4.7 above, and notwithstanding anything to the contrary in this Trust Agreement, the membership, association or affiliation of any Employer in the Trust may be terminated for cause on June 30th of any fiscal year upon at least 180 days written notice to the Employer, provided there has been a vote approving the Employer's termination of at least sixty-six and two-thirds percent (66 2/3%) of all Trustees at a duly convened meeting of the Trustees. "For cause" shall mean, for example, failure to make timely contributions, failure to maintain a four month reserve for a period of two years or failure to follow the Trust Agreement. An Employer terminated for cause during its initial three (3) year period shall nevertheless be subject to the penalty provisions of 4.7 above. The rights and liabilities of any Employer whose participation in the Trust has been terminated shall be the same as those provided in Article XIX of this Agreement with respect to Withdrawal by an Employer concerning the funding arrangement in which the Employer is participating.

ARTICLE V: APPOINTMENT OF TRUSTEES AND ALTERNATE TRUSTEES

5.1 Each Regular Member shall appoint four (4) Trustees and four (4) Alternates to the Trust consisting of: (1) one Trustee and one Alternate to represent the professional bargaining unit employee group; (2) one Trustee and one Alternate to represent the non-professional employee group; (3) one Liaison Trustee, and one Alternate to represent the Central Administrative Staff which shall be the business manager, business administrator or chief financial officer of the Employer; and, (4) one Trustee and one Alternate (which may be any non-bargaining unit employee on the central administrative staff), to represent the Board of Directors.

5.2 Trustees and Alternate Trustees which represent the professional employee group, the non-professional employee group and the central administrative staff shall be current active employees or retired former employees of the School Employer. The Trustee and Alternate Trustee appointed to represent the Board of Directors of the School Employer shall be a member of the Board of Directors, Superintendent or Executive Director of the Employer, or a current active employee or a retired former employee of the School Employer. A retired former employee of a School Employer who is appointed as a Trustee or Alternate Trustee shall have retired from the School Employer he or she is representing, and shall participate in the medical-surgical, hospitalization and prescription drug plan(s) of his or her former School Employer.

5.3 If the professional employees or non-professional employees of any Member are represented by a certified collective bargaining unit, then the Member shall appoint as Trustees or Alternate Trustees representing professional and non-professional employees those persons designated by the president of the certified collective bargaining unit.

5.4 Alternate Trustees may attend all Trust meetings; however, Alternate Trustees will exercise voting rights only in the absence of their regular appointed Trustee.

5.5 Trustees and Alternate Trustees shall be required to sign the Trust's Disclosure and Conflict of Interest Statement upon their appointment.

ARTICLE VI: FUNDING ARRANGEMENTS

6.1 The Trustees shall approve the type of funding arrangement used to fund benefits. A separate accounting of assets and liabilities by each Employer shall be maintained for all funding arrangements except for any Catastrophic Claims Pool or except as specifically provided otherwise by the Trustees. Depending on the class of membership, the following funding arrangements shall be employed:

a. Pooled Funding. In this arrangement, Regular Members contribute funds to a pool from which costs of claims, administration and other expenses are paid. At any given time, should contributions paid into the pool by any Regular Member be insufficient to cover that Member's costs, pool funds contributed by other Regular Members will be used to make up the shortfall. The Trustees may increase the contribution rates for Regular Members in a deficit position at their discretion.

b. Cash-Flow Funding. In this funding arrangement the Trust shall arrange with the Administrative Agent for each benefit to invoice the Associate Member directly for expenses of claims and administration. The Associate Member shall be responsible for making payment directly to the Administrative Agent pursuant to the terms of the Agreement between the Trust and the Administrative Agent. Alternatively the Trust shall electronically forward claim and administrative service invoices from the Administrative Agent to the Associate Member, which, in turn, within 48 hours of receipt of such invoices, would electronically transfer funds to satisfy such invoices. Under this arrangement, no Associate Member shall have access to any reserve funds of the Trust. Further, the Associate Member hereby agrees to indemnify the Trust in the event of legal action brought by any Administrative Agent due to any default by the Associate Member pursuant to said agreement.

c. Cost-Reimbursement Funding. In this arrangement, Affiliates contribute sufficient funds to cover costs of claims, administration and other expenses for a mutually agreeable period at the time they join the Trust. The Trust shall then pay for the costs of claims, administration and other expenses on a periodic basis, and the Affiliate shall reimburse the Trust for such expenses following receipt of a statement of account for such expenses.

d. Insured Funding. For certain benefits Members and Affiliates may choose to insure all or part of the cost of claims associated with those benefits. In this instance expense for premiums for any such insurance policy shall be paid through the Pooled, Cash-Flow or Cost Reimbursement arrangements, as if they were the same as expenses for claims or administration.

6.2 The Trustees shall promulgate rules, regulations and policies relating to the administration of the funding arrangements, including, but not limited to: an Employer's entrance and exit from funding arrangements and the settlement of an Employer's account upon leaving a funding arrangement.

ARTICLE VII: ADMINISTRATION OF PLANS

7.1 To carry out the purposes of the Trust, the Members have adopted or will adopt from time to time schedules of benefits and regulations to provide employee benefit plans for their employees which are set forth in their respective Plans.

7.2 The Trustees, having assumed the general obligations and responsibility for carrying into effect the Plans, may designate any person, corporation, partnership or limited liability company as their Administrative Agent to act in their behalf in the administration of a Plan or any of its component parts. In making such designation(s), the Trustees shall require any such Administrative Agent to agree not to resign as their agent except upon not less than one hundred eighty (180) days' written notice.

7.3 The Trustees shall require any Administrative Agent of a Plan to keep accurate and detailed records of its administration of the Plan, which records shall be open for examination during regular business hours by any person authorized in writing by the Trustees. The Administrative Agent will, on such a date as determined by the Trustees, file with the Trustees a summary of its administration since the last statement, which shall include all information as set forth in the administration agreement between the Trustees and the Administrative Agent.

7.4 The Trustees may require Administrative Agents to procure a commercial blanket fidelity bond in such amount as may be deemed appropriate by the Trustees for the faithful performance and handling of funds by the agent and its employees, the cost thereof to be borne by the Administrative Agent.

7.5 The Trust Manager shall be the Colonial Intermediate Unit 20 Business Manager or the designee of the Executive Director of Colonial Intermediate Unit 20. The Colonial Intermediate Unit 20 shall be the central Administrative office of the Trust and the repository of Trust records.

7.6 The Liaison Trustees and one of the representatives of each Associate Member and Affiliate shall serve as a liaison and contact person between the Trust and the Member.

ARTICLE VIII: CONTRIBUTIONS

8.1 The Trustees shall annually approve monthly contribution rates of Regular Members and Affiliates for each Plan in which the Regular Member or Affiliate participates.

8.2 With respect to pooled or self-funded programs, upon written notice from the Trust Manager, Regular Members shall pay to the Trustees such sums as are determined on established actuarial principles to be adequate to cover the costs of claims, catastrophic loss insurance and administration of the Employers' Plans plus sufficient reserves as determined by the Trustees to provide for unexpected claim expenses, all of which are referred to hereinafter as "contributions". Each Regular Member recognizes that there may be times when there are insufficient funds, including reserves, to cover a program's costs, and therefore it may be necessary for the Trustees to increase a contribution rate during the course of a fiscal year in order to pay for the program cost.

8.3 Each Affiliate participating in the Cost-Reimbursement funding arrangement shall deposit in advance into the Trust sufficient funds to pay for claims and administrative costs for a mutually-agreeable period of time, and shall replenish these accounts as needed on a periodic basis following receipt of a statement of account for such expenses. The Trustees shall establish a budget rate estimated to be sufficient to meet such monthly obligations, and each Affiliate in the Cost-Reimbursement funding arrangement may deposit such budgeted amount on a monthly basis, but such Affiliate shall be responsible for payment of all costs incurred and properly accounted for by the Trust on a periodic basis.

8.4 Regular Members and Affiliates participating in the Insured Funding arrangement shall deposit in advance into the Trust such sums as are determined to be due by the Trust Manager as their share of the premium and associated costs of the insured Plan(s) and shall make such deposits on such periodic basis as is required by the Plan(s).

8.5 The Trustees shall adopt a Contribution Policy or Policies with respect to the setting of contribution rates for each type of funding arrangement with notice to Regular Members and Affiliates which participate in the various Pooled, Cost-Reimbursement and Insured Plans of the Members and Affiliates. Any Contribution Policy or amendment thereto shall be approved at a duly convened meeting of the Trustees by a sixty-six and two-thirds percent (66 2/3%) vote of all Trustees.

8.6 Regular Members and Affiliates shall be responsible for one hundred percent (100%) of their contributions which are due the Trust which shall include contributions for all active employees, inactive employees, retirees and self-pays.

8.7 Regular Members and Affiliates shall pay to the Trust their contributions in cash or such other assets as may be deemed acceptable by the Trustees and which shall have been delivered to the Trustees free of any claim or lien thereon.

ARTICLE IX: RESERVES

9.1 The Trust shall maintain a reserve for each type of funding arrangement sufficient to cover at least four months' expenses for benefit claims and operating costs.

9.2 Should an individual Regular Member's or individual Affiliate's reserve funds fall below the four-month level, then the Trustees may, at their discretion, require a lump-sum payment and/or increase the contribution and/or increase or require an irrevocable letter of credit for that individual Regular Member or Affiliate sufficient to restore the Regular Member's or Affiliate's reserves to the four-month level. In making such increase in the contributions, the Trustees shall take into account the effect of such increase on the individual Regular Member or Affiliate and balance those considerations against the reserve requirements of the Trust.

9.3 The Trustees shall establish a Reserve Policy which shall be approved at a duly convened meeting of the Trustees by a sixty-six and two-thirds percent (66 2/3%) vote of all Trustees. Amendments to the Reserve Policy shall be approved at a duly convened meeting of the Trustees by a sixty-six and two-thirds percent (66 2/3%) vote of all Trustees. Provisions for funding holidays, if any, shall be set forth in the Reserve Policy, as amended from time to time.

9.4 All contributions, reserve funds and bank accounts and investments of the Trust, together with the income therefrom and any increment thereon shall be collectively referred to and held as the "Trust Fund" which shall be held, invested, reinvested, and administered by the Trustees pursuant to the terms of this agreement without distinction between principal and income and without liability for the payment of interest thereon.

9.5 The Trustees shall not be personally responsible for the collection of any contribution, but shall be responsible only for the administration of the Trust Fund as set forth hereinafter.

ARTICLE X: FUNDING POLICY

10.1 The Trustees shall from time to time establish schedules for the funding arrangements provided herein by which monthly contributions for funding the benefits provided by the Plans, providing for reserves, and paying associated costs shall be made, such schedules to be known as the Funding Policies. The Funding Policies shall be approved at a duly convened meeting of the Trustees by a majority vote of the Trustees present and voting.

10.2 The Trustees shall be guided by the Funding Policies in the investment and reinvestment of contributions and income from the Trust Fund.

10.3 The Trustees, after consideration of the impact upon contributions pursuant to the Funding Policies, may make such changes as may seem best from time to time and communicate such changes in writing to Regular Members and Affiliates. Changes to the Funding Policy shall be approved at a duly convened meeting of the Trustees by a majority vote of the Trustees present and voting.

10.4 The Trustees shall give written notice of the Funding Policies or changes to it to the business manager, business administrator, chief financial officer and other designated representatives of Regular Members and Affiliates.

10.5 The Trustees, in the establishment and conduct of Funding policies consistent with the purposes of the Plans and the requirements of applicable law, shall exercise their discretion in making investments of Trust Funds so as to provide sufficient cash assets in the appropriate amount under the Funding policies then in effect to the end that liquidity requirements for the administration of the Plans shall be met promptly and economically.

ARTICLE XI: DISBURSEMENTS FROM TRUST FUND

11.1 No part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of the Participants under the Plans, and their qualifying beneficiaries or qualifying dependents, except expenses of administration and associated services may be made from the Trust Fund as provided hereinafter.

11.2 From contributions received from Regular Members and Affiliates in Pooled or Cost-Reimbursement funding arrangements, the Trustees shall deposit in a claims checking account or other approved account such funds as will enable Administrative Agents to pay benefits in conformity to the Plans.

11.3 From contributions received from Regular Members or Affiliates in an Insured Funding arrangement, the Trustees shall deposit such sums in an approved account and remit them for payment for insured plan premiums and associated costs.

11.4 The funds so disbursed by Administrative Agents and the accounts kept in connection therewith shall be open at all times during regular business hours to the inspection thereof by the Trustees or their representatives and Administrative Agents shall periodically render an accounting of all funds disbursed by it.

11.5 The Members agree that the Trustees shall not be responsible for the application of trust funds drawn out of accounts managed by Administrative Agents for the payment of benefits and the Members and Affiliates shall look solely to Administrative Agents for the faithful receipt and disbursements of such funds.

11.6 The expenses incurred by the Trustees in the performance of their duties, including fees for accounting, consulting, actuarial and legal services, as well as the services of Administrative Agents, and all other proper charges and disbursements of the Trustees, including but not limited to investigation fees and charges for the purchase of liability protection of the individual Trustees and fidelity bonds in connection with carrying out the functions of the Trust shall be paid out of the Trust Funds from funds in the hands of the Trustees, and the Trustees shall account for expenses on a monthly basis with distribution of financial reports at least on a quarterly basis.

11.7 The depositories of the Trust shall be approved annually by a majority vote of the Trustees present and voting at a duly convened meeting of the Trustees.

ARTICLE XII: POWERS OF THE TRUSTEES

12.1 The Trustees are empowered in their discretion to invest trust funds of any sort as set forth in an Investment Policy which shall be established as set forth below. The Trustees may change the form of any trust assets without prior approval of Members. The Trustees may invest and reinvest the funds held by them without distinction between principal and income and in such amounts and in such investments as may be permitted by the laws of the Commonwealth, subject however to the needs of liquidity for the operation of the Plans in order that the benefits provided thereunder shall at all times be adequately funded for prompt payment. The Trustees shall approve the establishment of the Investment Policy and make amendments to the Investment Policy by a sixty-six and two-thirds percent (66 2/3%) vote of all Trustees at a duly convened meeting of the Trustees.

12.2 Except as otherwise provided herein, any action taken by a majority of the Trustees present and voting at a meeting thereof shall be deemed the act of all the Trustees

12.3 The Trustees, in addition to all powers and authority under state and federal law, and all other provisions of this Trust Agreement, in administering the Trust fund and in performance of their duties as enumerated hereinafter are authorized and empowered, subject to the Funding Policy, to do all things necessary to perform and accomplish the purposes set forth in this Trust Agreement, including, but not limited to, the powers to:

- a. Make and enter into contracts;
- b. Incur debts, liabilities and obligations in the ordinary course of business;
- c. Purchase, or subscribe for, any securities or other property and to retain the same;
- d. Sell at public or private sale, for cash or upon credit, or otherwise dispose of any property belonging to the Trust, and no person dealing with the Trustees shall be bound to see to the propriety of any such sale or other disposition, or to the proper application of the proceeds thereof;

- e. Adjust, settle, contest, compromise, or sue or arbitrate any claim, debt, or damages due or owing to or from the Trust Fund and to commence, prosecute or defend any legal proceedings arising therefrom or in connection therewith;
- f. Exercise by themselves or by general or limited power of attorney, any right, including the right to vote, incident to any securities or other property held by them;
- g. Borrow money upon such terms and conditions as may be deemed advisable to carry out the purposes of the Trust Fund and to give such assurances of repayment as may be required by the lender or lenders thereof and to pledge securities or other property for the repayment of such loans, provided that such borrowing be structured so that if funds held by the Trust were to become insufficient to repay the obligations, the creditor(s) would be required to look to the Members for repayment;
- h. Invest all or part of the Trust Fund in interest-bearing deposits with a bank or similar financial institution, including but not limited to investments in time deposits, saving deposits, certificates of deposit, or such securities as are permitted for the investment of trust funds under the laws of the Commonwealth of Pennsylvania;
- i. Hold any investment in bearer form or to register any investment held in the Trust or in the name of the Trust or in the name of a nominee;
- j. Employ suitable investment advisers, consultants, agents, accountants and counsel and to pay their reasonable expenses and compensation;
- k. Hold all or any part of the Trust Fund uninvested;
- l. Fund benefits under the Plans through self-funding, cash-flow funding, cost-reimbursement or insured funding and by any combination of these or other funding arrangements in their sole discretion and to purchase catastrophic loss insurance of any type and in such amounts as they deem appropriate in their sole discretion;
- m. Establish and maintain bank accounts for the administration of the Trust and authorizing the Trust Manager and other appropriate persons to make payments from any such account for purposes of the Trust;
- n. Adopt and amend Bylaws, policies, rules, regulations, formulas, rates forms and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust;
- o. Review applications for regular membership, affiliation and association in the Trust and approve or disapprove them in their sole discretion;
- p. Purchase insurance, including, but not limited to: errors and omissions insurance, fidelity bonding or fidelity insurance, for the Trustees, Trust officers, Trust Manager and such others as the Trustees may determine;
- q. To exercise generally any of the powers which an individual owner might exercise in connection with property held by the Trust Fund and to do all other acts that the Trustees may deem necessary or proper to carry out the powers of the Trustees herein before granted or otherwise in the best interest of the Trust Fund.

ARTICLE XIII: DUTIES OF TRUSTEES

13.1 The Trustees shall discharge their duties under this Agreement solely for the benefit of the Participants and their beneficiaries in an efficient and economical manner.

13.2 The Trustees are vested with the duties of oversight of Administrative Agents, the acceptance of contributions to the Trust Fund, management of the Trust property and the execution of the duties of investment, planning and distribution of funds in conformity to law and this Agreement.

13.3 It is expressly understood that while the Trustees are the means of carrying into effect the Plans, the Trustees are in no sense parties to the Plans and at all times and under all circumstances, the parties to the Plans are the Members and their employees, for whose benefit this Agreement has been entered into and for whose benefit the Plans have been devised and are funded.

13.4 The Trustees are expected in the exercise of their duties to use the care, skill, judgment and diligence under the circumstances prevailing that a reasonable prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims.

13.5 The Trustees may consult with counsel of their selection and the Trustees shall not be deemed imprudent by reason of their acting in conformity with the opinion of counsel. The expense of retention of counsel to the Trustees shall be borne out of the Trust Fund as an expense of operation thereof. In the event a Member becomes involved in a legal proceeding involving its participation in the Trust, the Trustees shall have the option of employing counsel to assist a Member's solicitor on a consulting basis. A Member shall give reasonable notice to the Trust of any legal matter involving the Trust or any Plan.

13.6 Trustees are fiduciaries and shall act in good faith, using reasonable care and diligence in the exercise of their powers and in the performance of their duties. They shall not be liable for any mistakes of judgment or other action made, taken or omitted by them in good faith and in the exercise of ordinary care and reasonable diligence, nor for any action taken or omitted by any agent, employee, or independent contractors selected with reasonable care, nor for loss incurred through investment of funds or through failure to invest. No Trustee shall be liable for any action taken or omitted by any other Trustee. No Trustee shall be required to give a bond or other surety to guarantee the faithful performance of his or her duties hereunder. To the extent permitted under applicable law, the Members shall defend, indemnify and hold harmless any Trustee or Trustees for acts or omissions performed within the scope of their authority, provided that such acts or omissions were in good faith and not grossly negligent. To the extent permitted under applicable law, the Trustees may purchase directors and officers insurance, including errors and omissions coverage for the Trustees, Trust officers and Trust Manager.

13.7 The cost of any bond or security required for the faithful performance of the duties of the Trustees, the Trust officers, the Trust Manager, and the Trust administrative staff, shall be deemed to be an expense of the Trust.

13.8 The Trustees shall obtain and keep in force liability and errors and omissions insurance with coverages and limits recommended by their professional advisors.

13.9 As they may deem appropriate, the Trustees shall be entitled to require of the Members, or any other person engaged in the administration of Plans or the investment of the Trust Fund, or having any interest in a Plan, or arising by virtue of this Agreement, such certificates and proofs of facts as shall permit the Trustees to perform their duties, or exercise the powers granted the Trustees under this Agreement.

ARTICLE XIV: SUCCESSION OF TRUSTEES AND REPRESENTATIVES

14.1 A Trustee, Alternate Trustee, and a representative and alternate representative of an Associate Member or an Affiliate, respectively, and their successors, may be removed at any time, with or without cause, by a Member, Associate Member or Affiliate, respectively. Any Trustee, Alternate Trustee, representative or alternate representative hereunder may resign at any time by giving written notice to a Member, Associate Member or Affiliate, respectively, to that effect.

14.2 Upon resignation, or in the event of removal or disqualification of a Trustee, Alternate Trustee, representative or alternate representative, the Member, Associate Member or Affiliate, respectively, employing such Trustee, Alternate Trustee, representative or alternate representative, respectively, shall appoint a successor. A successor Trustee or Alternate Trustee must represent the same constituent group represented by the departing Trustee or Alternate Trustee. Such appointment of a successor Trustee or Alternate Trustee shall be made pursuant to the terms of Article V.

14.3 A successor Trustee, Alternate Trustee, representative or alternate representative, shall, upon his or her acceptance of appointment, have the same right, title, powers, duties, discretions and immunities as an original Trustee, Alternate Trustee, representative or alternate representative appointed hereunder.

14.4 Upon appointment of a Trustee, Alternate Trustee, representative or alternate representative, such Trustee, Alternate Trustee, representative or alternate representative, shall execute and deliver to the Secretary of the Trust, or his or her designee, a written acceptance, and an assurance that in event of any conflict of interest between such Trustee, Alternate Trustee, representative or alternate representative, as an individual and his or her exercise of the office of a Trustee or of a representative, that such Trustee, Alternate Trustee, representative or alternate representative, shall take no part in the deliberation of such question as a Trustee or representative, and if a Trustee or Alternate Trustee, shall not vote upon the disposition of such matters by the Trustees.

14.5 All acceptances of office and assurances of regarding conflict of interest executed by Trustees, Alternate Trustees, representatives and alternate representatives, shall be kept on file with the Secretary of the Trust, or his or her designee.

ARTICLE XV: LIMITATIONS ON TRUSTEES

15.1 The Trustees, having appointed Administrative Agents to administer the Plans, are not responsible for the administration of this Plan except for the determination of a claim situation appealed from the decision of an Administrative Agent.

15.2 The Trustees are not in any way personally responsible for the adequacy of contributions to the Trust Fund to discharge any liabilities of expenses of administration of the Plans.

15.3 The Trustees may rely conclusively upon any written notice, instruction, direction or other communication of an Administrative Agent with respect to administration of a Plan.

15.4 Any action required by any provision of this Agreement to be taken by a Member shall be evidenced by a resolution of the Board of Directors of the Member, a copy of which has been certified by the Trustees by the Secretary of the Board under its seal and the Trustees shall be fully protected in relying upon any action of the Member so certified.

15.5 Unless otherwise specifically prescribed in this Agreement, any action of any Member, including the approval of, or filing exceptions to, the Trustees' accounts, shall be evidenced by a certificate signed by an officer of the Member, and the Trustees shall be fully protected in relying upon such certificate.

15.6 The Trustees may accept a certificate signed by an officer of a Member as proof of any fact or matter that the Trustees deem necessary or desirable to have established in the administration of the Trust Fund (unless other evidence of such fact or matter is expressly prescribed herein) and the Trustees shall be fully protected in relying upon the statements in such certificate.

15.7 The Trustees shall be entitled conclusively to rely upon any written notice, instruction, direction, certificate, or other communication believed by them to be genuine and to be signed by the proper person or persons, and the Trustees shall be under no duty to make investigation or inquiry as to the trust, accuracy or completeness of any statement contained therein.

ARTICLE XVI: ACCOUNTS AND RECORDS

16.1 The Trustees shall keep accurate and detailed accounts of all receipts and disbursements, investments, and all other transactions for each Member within their handling and all such accounts and other records and correspondence relating thereto shall be open to inspection and audit at reasonable times and with reasonable notice by a Member or their agents.

16.2 Within one hundred and eighty (180) days following the close of any fiscal year of the Trust Fund, the Trustees shall file with the Members an Annual Report and a written account setting forth all receipts, disbursements, investments, and other transactions effected by them during the fiscal year, and the Trust Manager shall furnish to them interim or partial accounts as are customarily presented.

16.3 Upon the expiration of sixty (60) days after the filing of an account for a fiscal year as provided in Section 16.2 above, if no Member has filed a written exception or objection to such account, then the Trustees shall be forever released, remised and discharged from all liability and accountability with respect to the propriety of such account or the transactions shown therein.

16.4 To the extent permitted by law, no person other than the Members may require an accounting or bring any action against the Trustees with respect to the Trust Fund or their actions as Trustees.

16.5 Notwithstanding any other provision of this Article, the Trustees shall have the right to a judicial settlement of their accounts.

16.6 In any proceeding for a judicial settlement of the accounts of the Trustees, or for instructions in connection with the Trust Fund, the only necessary party thereto in addition to the Trustees shall be the Members.

16.7 If the Trustees so elect, they may bring in any other person or persons as a party or parties defendant in any proceeding for a judicial settlement of the accounts of the Trust.

ARTICLE XVII: FINANCE AND MANAGEMENT COMMITTEE

17.1 There shall be a standing Finance and Management Committee ("the Committee") consisting of the officers of the Trust as provided in the Trust Bylaws, including the Trust Chairperson, the Trust Manager, and, the Liaison Trustees of the Regular Members.

17.2 The Committee's duties and responsibilities shall include, but are not limited to:

a. Developing and recommending to the Trustees funding rates for all Members and presenting these to the Trustees for approval no less than 30 days prior to the start of each fiscal year.

b. Reviewing, from time to time, the Policy Statements of the Board of Trustees and recommending any changes they deem appropriate, and developing and recommending any additional Policy Statements.

c. Evaluating, from time to time, the appropriateness of the Plans of the Members and making recommendations for changes in benefits to the Members.

d. Evaluating, from time to time, the services of the Administrative Agents of the Plans and making recommendations for changes in the provision of these services.

e. Recommending additional service or activities the Trust should undertake to further its mission.

17.3 In addition to the above duties and responsibilities, the Committee shall serve in the periods between the regular meetings of the Trustees for the purpose of taking actions which must be taken within such a time limit that precludes convening of the Board of Trustees. When time does not permit action by the Trustees in an emergency claim appeal situation, the Trust Manager or Trust Chair shall have the authority to make the emergency appeal decision. Any such actions by the Committee, Trust Chair or Trust Manager shall be reported to the Trustees at their next regular meeting for ratification.

17.4 The Committee shall have such general powers as are herein granted to the Trustees and the same may be exercised by a majority of this Committee.

17.5 The Committee shall be entitled to the same immunities as the Trustees generally in the performance of their duties and shall be protected from liability to the same extent as the Trustees generally as described hereinbefore.

17.6 The Committee shall keep accurate and careful records of their proceedings and hold the same open to inspection by the Trustees to the same extent as other records of the Trustees are subject thereto.

17.7 To carry out these duties and responsibilities, the Committee may utilize the advisors, consultants and legal counsel under contract to the Trust, the costs of which to be borne by the Trust.

ARTICLE XVIII: AMENDMENT OF AGREEMENT

18.1 By affirmative vote of at least sixty-six and two thirds percent (66 2/3%) of the Boards of Directors of the Regular Members, this Agreement may be amended in whole or in part, with the exception of Article XI, Paragraph 11.1, by an instrument in writing duly executed on behalf of the respective Regular Members and copies thereof provided to the Trustees and provided that no amendment which affects the rights, duties, responsibilities or immunities of the Trustees may be made without their consent.

ARTICLE XIX: WITHDRAWAL AND TERMINATION

19.1 As set forth in Article I; Definitions, the term "Members" includes "Regular Members", "Associate Members" and "Affiliates" in this Trust Agreement including this Article XIX.

19.1.1 Withdrawal by a Member. On or after the expiration of any mandatory membership period pursuant to Paragraph 4.7, and provided that at least one hundred eighty (180) days' written notice is given to the Trust, any Member may withdraw from the Trust or from any particular benefit plan or program sponsored by the Trust at the end of the fiscal year.

19.1.2 Obligations of Withdrawing Members. The withdrawing Member shall be responsible to have all accounts current at the time of withdrawal. All accounts are measured based on total contributions made by the Member versus the total associated expenses. Expenses include, but are not limited to, paid claims, administration, stop-loss premiums, line of credit and other related charges. The Member shall continue to reimburse the Trust for claims and expenses incurred prior to the withdrawal date and paid after such date. The withdrawing Member shall also be responsible for its share of loss deficits (if applicable) incurred in any particular program. With the approval of the Trustees, the withdrawing Member may negotiate withdrawal terms and conditions based on commercially reasonable terms.

19.1.3 Claims for Withdrawing Members Assets or Funds. After meeting all of its obligations pursuant to Paragraph 19.1.2, the withdrawing Member may claim its assets or funds remaining in the Trust, only if the total funds held by the Trust at the time of the Member's withdrawal exceed the total projected expenses for the Trust, including any obligations the Trust has incurred, for a projected period of six months. Should the total funds held by the Trust at the time of the Member's withdrawal be insufficient to cover the total projected expenses for the Trust, including any obligations the Trust has incurred, for a projected period of six months, then the Trust may hold the withdrawing Member's assets or funds for a period not to exceed 12 months from the date the withdrawing Member has met its obligations pursuant to Paragraph 19.1.2.

19.2.1 Termination of Trust. This Agreement and the Trust, may be terminated at any time by the agreement of the Boards of Directors of two-thirds of the Regular Members (not Associate Members or Affiliates). Any claim, line of credit balance, pertinent administrative and operating costs, the costs of any benefit plan or program, mini-pool obligations, and any other applicable costs, under any plan or program administered by the Trust, which are incurred prior to the date of termination, and which are known or unknown as of the date of closing and settlement of accounts, shall be paid by the Members according to their respective obligations to the particular programs and plans in which they participate.

19.2.2 Payments to or from Members after Termination. In event of termination of the Agreement by the Regular Members, the funds remaining in the Trust Fund, if any, and any funds remaining in a mini-pool or in the interest reserve fund, must be returned to the current Members as their interests may appear for the benefit of the then Participants and their beneficiaries, and such distribution of funds shall be made only after all operating and liquidating expenses of the Trust and the Plans have been funded and no outstanding claim, suit, or other charge shall then remain unsettled or unprovided for. If after all claims, line of credit balance, and administrative, operating and liquidating expenses are taken into account, any Member has a negative balance in the Trust Fund, then the Member with the negative balance shall reimburse the Trust.

ARTICLE XX: MISCELLANEOUS PROVISIONS

20.1 The establishment of this Trust Agreement or any amendment thereof shall not give to any employees, his or her dependents, heirs, or personal representatives, any legal or equitable right against the Members, their officers, directors, or the Trustees not specifically provided for in this Agreement.

20.2 The right of any employee to employment by any of the Members who are parties to this Agreement shall not be enlarged, diminished, or in any way affected by this Agreement and all employees shall remain subject to their contracts of employment to the same extent as if this Agreement had not been executed.

20.3 In the event of dissolution, merger or consolidation of any of the Members, the successor or successors thereof may continue their Plan(s) subject to the provisions of this Agreement with such alteration of operation as may be found best for the orderly, efficient, and economical functioning of the Plan(s) for the benefit of the participants therein.

20.4 Upon dissolution, merger or consolidation of any of the Members, the successor or successors thereof, if they elect to adopt and continue their Plan(s), shall furnish to the Trustees an instrument duly authorized and executed, acknowledging such election and expressing the intention to abide by the terms of this Agreement in all respects.

20.5 Subject to the provisions of 501(c)(9) of the Internal Revenue Code and other applicable provisions of Federal law, this Agreement, as amended, shall be administered, construed and enforced according to the laws of the Commonwealth of Pennsylvania.

20.6 The fiscal year of this Trust shall commence on July 1 of each year and conclude on June 30 of each succeeding year.

20.7 The Plans, this Trust Agreement and the Trust Fund are intended to meet all of the requirements of the Internal Revenue Code (in particular, Section 501(c)(9)) and any amendments thereto.

IN WITNESS WHEREOF, the Regular Members have caused this Agreement to be executed by the President of each Regular Member on behalf of its Board of Directors and the corporate seal thereof to be affixed and attested by its Secretary as set forth on the following pages.

REGULAR MEMBER NAME:

ATTEST:

Secretary

Board President

Date

Date

CORPORATE SEAL

h.acb.eblep.trustagmt.10.trustagmt.5.24.12.clean

VI. RECOMMENDATIONS BY THE PROPERTY/FACILITIES
COMMITTEE

b. Current Projects List

Current Construction Projects

	Date	EHS Pool Scoreboard Board Approved 9/20/2021 30-820-550-3088	Date	EHN Timing System for Pool Board Approved 10/18/2021 30-819-550-3088	Total of Current Projects
Vendor		Colorado Time Systems		Industrial Service Technology/International Sports Timing	
Original Bid		\$ 18,450.00		\$ 36,358.00	\$ 3,288,610.22
Change Order					
Change Order					
Total of Project		\$ 18,450.00		\$ 36,358.00	\$ 3,295,478.59
Application 1		\$ 12,725.00			\$ 1,117,721.91
Application 2					\$ 384,843.76
Application 3					\$ 489,396.12
Application 4					\$ 258,809.90
Application 5					\$ 228,096.30
Application 6					\$ 15,568.00
Application 7					\$ -
Application 8					\$ -
Application 9					\$ -
Application 10					\$ -
Application 11					\$ -
Application 12					\$ -
Application 13					\$ -
Total Payments to Date		\$ 12,725.00		\$ -	\$ 2,494,435.99
Left on Contract		\$ 5,725.00		\$ 36,358.00	\$ 1,056,935.15
Completion Percentage		69%		0%	76%
D'Huy Engineering					
1446		\$ -		\$ -	\$ 9,413.42
		\$ -		\$ -	\$ 28,731.04
		\$ -		\$ -	\$ 14,028.36
					\$ 7,588.90
					\$ 23,457.77
					\$ 8,376.54
					\$ 19,478.11
					\$ 11,160.00
					\$ 13,520.00
					\$ 865.00
					\$ 328.00
					\$ 3,300.00
					\$ 5,632.50
					\$ 2,425.00
					\$ 450.00
					\$ 2,300.00
					\$ 4,610.00
					\$ 2,006.25
					\$ -
					\$ -
					\$ -
					\$ -
		\$ -		\$ -	\$ 157,670.89

VII. RECOMMENDATIONS FROM CURRICULUM &
INSTRUCTION (to be forwarded to the Education P & R
Committee)

a. LETRS Training Materials, quote - \$8,088.36

Form 611

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

The respondent's email (jessica-newberry@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 *

Tabitha Bradley

Untitled Title

Department *

Curriculum & Instruction

Building *

Elementary Buildings

What service or item are requesting *

LETRS Training Materials

Why are you requesting the service or item *

Training for Professional Staff

Suggested replacement *

n/a

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. *

single provider

What is the total cost of the purchase? *

\$8,088.36

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.

Which Fund will be charged? *

10

What account will be charged? *

10-2271-610-000-10-000-004-000-0000

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



Voyager Sopris Learning, Inc.
 Attn: Order Entry Department
 17855 Dallas Pkwy, Suite 400
 Dallas, Texas 75287
 Phone: (800) 547-6747
 Fax: (888) 819-7767
 Email: Lexia_Orders@lexialearning.com

Quote Number 00115670
 Created Date 12/22/2021
 Expiration Date 12/31/2021

Quote To Tabitha Bradley
 Phone 5704248500
 Email tabitha-bradley@esasd.net

Bill To Name East Stroudsburg Area Sch Dist
 Bill To 50 Vine St
 E Stroudsburg, PA 18301
 US
 Ship To Name East Stroudsburg Area Sch Dist
 Ship To 50 Vine St
 E Stroudsburg, PA 18301
 US

Sales Representative

Lisa Linamen
 (724) 822-1611
 lisa.linamen@lexialearning.com

Description	Product Code	Quantity	Sales Price	Total Price
LETTRS (2nd Edition) Module 1: The Challenge of Learning to Read Print Participant Book + Training Handouts	352751	15.00	\$36.95	\$554.25
LETTRS (2nd Edition) Module 2: The Speech Sounds of English Print Participant Book + Training Handouts	352760	30.00	\$36.95	\$1,108.50
LETTRS (2nd Edition) Module 4: The Mighty Word: Building Vocabulary Print Participant Book + Training Handouts	352786	4.00	\$36.95	\$147.80
LETTRS (2nd Edition) Module 5: Getting Up to Speed: Developing Fluency Print Participant Book + Training Handouts	352794	30.00	\$36.95	\$1,108.50
LETTRS (2nd Edition) Module 7: Teaching Phonics, Word Study, and the Alphabetic Principle Print Participant Book + Training Handouts	352815	30.00	\$36.95	\$1,108.50
LETTRS (2nd Edition) Module 8: Assessment for Prevention and Early Intervention Print Participant Book + Training Handouts	352823	30.00	\$36.95	\$1,108.50
LETTRS (2nd Edition) Module 9: Teaching Beginning Spelling and Writing Print Participant Book + Training Handouts	352831	30.00	\$36.95	\$1,108.50
LETTRS (2nd Edition) Module 10: Reading Big Words: Syllabication and Advance Decoding Print Participant Book + Training Handouts	352840	30.00	\$36.95	\$1,108.50

Total Price \$7,353.05
 S&H \$735.31
 Tax \$0.00
 Total Due \$8,088.36



Comments

*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax-exempt status upon request. Pricing is valid for 60 days unless otherwise specified on this quote. Unless otherwise provided herein, Voyager Sopris will invoice the total fees set forth above upon receipt of customer's PO/acceptance. Payment is due net 30 days of invoice.

1-Year LETRS licenses expire 12 months from the date of activation; 2-Year LETRS licenses expire 24 months from the date of activation.

- Additional Support Services purchased separately from subscription licenses/packages (e.g., webinars or additional onsite and/or virtual training hours) must be used within 12 months from the received date of the PO acceptance of the applicable quote.
- A customer-designated account administrator contact name and email address are required for all subscriptions and service orders.

Order Term

This order quote and the associated confirming purchase order or other customer confirmation of this quote serve as an agreement for this order which becomes effective upon its acceptance by both parties. Unless otherwise agreed by Voyager Sopris and customer in writing, the licenses, products, and/or services purchased pursuant to this quote will begin on or about the start date and continue in effect for the period set forth in this quote. Unless otherwise set forth in this quote or agreed to by Voyager Sopris and customer in writing: all subscription licenses under the order shall have the same start and end dates; all subscription products and services are deemed delivered upon provisioning of license availability; and all subscription licenses and associated services must be used within the subscription or service period specified herein - unused subscription licenses or services are not eligible for refund or credit. On-site training may be fulfilled with a virtual training equivalency; as needed, of up to six instructional hours per day.

Order Process

To submit an order, please fax this quote along with the applicable Purchase Order to 888-819-7767, send by email to customerservice@voyagersopris.com, or send to your sales representative's email address listed above. NOTE: Each Purchase Order must include the correct quote order number as provided on this quote, and should attach this quote.

Order Acceptance

All Voyager Sopris subscriptions, products and/or services are offered subject to Voyager Sopris' standard license and terms of use (the "License Terms"), available at: <https://www.voyagersopris.com/terms-conditions>, as supplemented by this quote. By placing an order, customer confirms its acceptance of the License Terms and this quote, which together with any previously awarded proposal and/or any other associated agreement entered into by Voyager Sopris and customer regarding the subscriptions, products and services in this quote, constitute the entire agreement between customer and Voyager Sopris regarding such subscriptions, products, and services (the "Agreement"). Customer and Voyager Sopris agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and Voyager Sopris relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.