

V. ITEMS FOR DISCUSSION

- a. Approve BerkOne one year agreement for the 2024 Homestead/Farmstead application Mailing for Monroe and Pike Counties - Option A - \$0.4379 per property owner at a cost of approx. \$6,000.00.



Communication Protocol

Please enter the appropriate information in the sections highlighted in BLUE on Page 2. You will want to keep a copy of this document for your records.

Logging Calls

1. During normal business hours, typically 8:00AM to 4:30PM, a Client Services Representative should be available to log the request immediately.
 - a. Your main point of contact is:
 - i. Alisia Drayton
 - ii. adrayton@BerkOne.com
 - iii. 610-954-9575, ext 2066
2. If your assigned Rep is not available, they should have both an out-of-office message on their voice mail and on their email directing you to the Client Services Help Desk.
 - a. Non-urgent Requests:
 - i. The Client Services email address may be used for any non-urgent communications: clientservices@berkone.com.
 - b. Urgent Requests:
 - i. Dial: (484) 656-6855.
 - ii. If the call is not answered immediately during business hours, the caller will be asked to leave a message.
 - iii. It is important that the message includes the name, phone number and email address of the caller.
 - iv. A Client Services Representative will be alerted to the message via a forwarded page and a return call or email should be received promptly.
 - v. Supporting information best transmitted electronically can be forwarded to the client help desk by email at clientservices@BerkOne.com. Please utilize proper security and encryption measures if forwarding emails or attachments with confidentiality information.
 - vi. The email address is not to be used to submit an urgent request for support, but can be used in conjunction with a help desk entered via telephone call.
3. During the phone call, the client services representative will need to ascertain what the client is looking for and provide a timeframe for response or satisfaction.
 - a. In the event a resolution is not provided within the initially agreed upon time period, a client services representative will contact the call submitter to provide an alternative or revised completion date.
4. Escalation Protocol (no response, resolution not taking place according to plan, planned resolution not acceptable, conduct not acceptable):

BerkOne

1530 Valley Center Parkway Bethlehem, PA
18017 Website: BerkOne.com



Monroe County School Districts - 2023 Homestead/Farmstead Applications

Prepared By:	Prepared For:	Quote Information:
Jessica Miller (610) 954-9575 jmillier@berkone.com		Quote #: Q-00992-1 Prices Effective: 12/1/2023

Printing

DESCRIPTION	UNIT PRICE
Print: Application-Option A - 2 pages, Simplex, includes a return envelope & 1/3-page insert	\$0.4379
Print: Application-Option B - 2 pages, Simplex, includes a 1/3-page insert	\$0.3827

Comments

Client Requirements

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

BerkOne Services

- BerkOne agrees to process the Client supplied input file(s) "as is" and to print the Act 1 Homestead/Farmstead applications in time to mail them to the Client-supplied addresses on the date mutually agreed to by the Client and BerkOne.
- BerkOne agrees to notify Client and/or county of any record count discrepancies and blank lines.
- With the exception of record counts, BerkOne will neither validate for accuracy nor alter the Client-supplied file(s). Corrections must be provided by the Client in the form of replacement Client-supplied files in the appropriate format. Terms
- The Act 1 application, letter and instructions are standard forms used among multiple school districts. Any changes to the form, letter and instructions will result in an additional programming fee and an increased per application fee.
- This estimate reflects current understanding of the requirements and estimated volume for this assignment. Additional requirements, variation in volume, or changes to this assignment may require a change in pricing as currently quoted and a change order executed by both parties.
- Reprocessing of input file(s) due to problems with the Client-provided file(s) will be billed at the professional services rate.
- Upon completion of BerkOne services, Client will receive an invoice with terms of Net 30 days. Client agrees to compensate and reimburse BerkOne for BerkOne's Services according to the pricing for the Service Option selected. All PO Box, Postage, and Shipping Costs will be a direct pass through to the Client. Sales Tax will be applied where applicable.
- Should Client fail to pay BerkOne's Invoice when due, BerkOne shall have the right to add and Client shall be liable for interest at the rate of one and one-half percent (1½%) per month on any amount due and outstanding from Client.
- Client shall hold harmless and indemnify BerkOne from and against any and all loss, damage or claim arising from incorrect, illegal or improper record information, data or other documentation of any kind submitted by Client to BerkOne, and / or the withholding of correct, legal or proper information by Client from BerkOne.

- BerkOne does not make any express or implied warranty of any kind. Specifically, there is no express or implied warranty of merchantability or fitness for a particular purpose for the services to be provided hereunder. Additionally, so long as BerkOne mails

to the Client-supplied addresses in accordance with mutually agreed to schedule, then BerkOne is not liable for any tax reduction(s) disallowed or not received due to non-receipt or late receipt of the application by the property owner(s).

- BerkOne shall not be liable to Client for any damage arising from any event that is out of the control of BerkOne. Neither shall BerkOne be liable to Client for indirect, special, incidental, exemplary, consequential, or any other form of monetary damages, including without limitation, lost revenue, or for the loss of data or Information of any kind, however caused, and arising out of or in connection with the performance of BerkOne, or the provision of services or performance hereunder, whether based in contract, tort or any other legal theory, and whether or not BerkOne has been aware of the possibility of such damages. Any damages not excluded by this provision shall be limited to the total service fees invoiced by BerkOne.

- BerkOne shall not be responsible for delay or default in performance under this Agreement in whole or in part if occasioned by strikes, war, riot, or revolutions, or for any delay in transportation due to demands or embargoes of the United States Government, or any other government, or nonperformance or delays through fires, floods, droughts, accidents, Insurrections, lockouts, breakdown of machinery, severe weather, resulting directly or indirectly from an act of God, or by refusal of any necessary license or government restrictions considered as "Force Majeure," or by any other unavoidable cause at any stage beyond the parties' control.

- BerkOne and/or its agents/sub-contractors covenant and agree that it will at all times keep confidential any proprietary information of Client, or any of its affiliated companies including, without limitation, technical "know-how," processes, summaries, the identities of Clients, and any other documents or information, obtained from Client or its affiliates during the course of this Agreement or as a result of this Agreement. Any such trade secrets or confidential or proprietary information of Client, or any of its affiliated companies shall be used by BerkOne and/or its agents strictly in the performance of this Agreement.

- Any dispute, controversy or claim arising out of or under this Agreement or its performance shall first be negotiated by the parties, and if an acceptable resolution does not result shall be submitted to arbitration which shall be exclusive, final, binding and conducted in accordance with the Pennsylvania's Uniform Arbitration Act, 42 Pa.C.S.A. §7301 et seq., and shall not be appealable except in accordance with such act.

- This Agreement shall be deemed to have been made under and shall be governed by the laws of the Commonwealth of Pennsylvania.

- This Agreement represents the entire Agreement between parties and any modification of same must be in writing to be valid.

Terms & Conditions

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

Signature:

Name:

Title:

Date:

V. ITEMS FOR DISCUSSION

- c. Approve the purchase of Parchment - Electronic School Records Retrieval tool - at a cost of \$11,482.00.

Form 611

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

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

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Eric Forsyth

Department *

Administrative Services

Building *

District

What service or item are requesting *

Electronic School Records Retrieval

Why are you requesting the service or item *

To facilitate alumni requests for student records and to provide secure transmittal of student records for transfer students to receiving schools.

Suggested replacement *

N/A

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

Done.

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

Proprietary Software

What is the total cost of the purchase? *

\$11,482.00

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? *

No ▼

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

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

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

N/A

Which Fund will be charged? *

10



What account will be charged? *

TBD

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.

No

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





ORDER FORM – K12 District Records Services

Member: East Stroudsburg Area School District	
Effective Date (if left blank, effective date is date signed by Member below): 45 days after sign date	Initial Order Term (Months): 36
Member Contact Name: Richard Schlameuss Member Address: 50 Vine St E Stroudsburg, PA 18301 Primary Contact Phone: (570) 424-8500 Primary Contact Email: richard-schlameuss@esasd.net P.O. Required: P.O. Number	
PARCHMENT SERVICES: Parchment Award: K12 District Records Services Parchment District Transfer Services	

Member hereby orders and subscribes to the Parchment Services identified above on this Order Form, which is governed by and incorporates by reference, the Services Description and Fees Schedule attached hereto as Exhibit A, the Parchment Terms and Conditions attached hereto as Exhibit B (collectively, the "Agreement"), effective as of the Effective Date above. Capitalized terms will have the meaning given to them in the Terms and Conditions.

The Initial Order Term of this Agreement will commence on the Effective Date and continue for the period of time set forth as the Initial Order Term above, at which point it will automatically renew for successive one (1) year terms unless either Party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

Pricing and terms offered in this Agreement expire on December 2, 2023 if not executed by Member on or prior to such date.

Parchment LLC	East Stroudsburg Area School District
Name: Matthew Pittinsky	Name: Richard Schlameuss
Signature:	Signature:
Title: Chief Executive Officer	Title: Board President
Date:	Date:



EXHIBIT A

PARCHMENT K12 DISTRICT RECORDS SERVICES SERVICES DESCRIPTION AND FEE SCHEDULE

Parchment and Member agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

1. FEES. The fees for the Parchment Services shall be paid to Parchment as selected below:

DISTRICT RECORDS SERVICES IMPLEMENTATION FEE. Member shall pay a one-time implementation fee of \$1,250 for the implementation of the Services. Parchment shall invoice Member following execution of this Agreement and such invoice is due within thirty (30) days of receipt by Member.



MEMBER SUBSCRIPTION: If checked, Member shall pay an annual subscription fee of \$ 10,232 which covers the request of unlimited Credentials for up to 3,000 currently enrolled Credential Owners and/or Alumni (as defined below and by checking the appropriate option below) to Credential Recipients during the first year of the Initial Order Term. Electronic delivery of the Credential (and any Supplemental Documents requested) is included at no charge with each Credential request.

Currently Enrolled Credential Owners Only

Currently Enrolled Credential Owners & Alumni Credential Owners

Alumni Credential Owners Only

DISTRICT TRANSFER SERVICES SUBSCRIPTION: If checked, the Member Subscription above includes the unlimited electronic request of Student Transfer Files to validated requesting institutions.

PRINT SUBSCRIPTION: If checked, the Member Subscription above includes the U.S. domestic paper delivery of Credentials only for the Credential Owners indicated above to Credential Recipients.

LEARNER PAY (Per Transaction): If checked, currently enrolled Credential Owners or Credential Owners that are not currently enrolled with Member (referred to as "Alumni") or other third-party Credential Requestors, as checked below, will be billed a Credential Request fee of \$4.40 per Credential-type other than Verifications, and \$12.75 per enrollment verification or graduation verification Credential-types. Electronic delivery of the Credential is included at no charge with each Credential request.

Currently Enrolled Credential Owners Only

Currently Enrolled Credential Owners & Alumni Credential Owners

Alumni Credential Owners Only

Third Party Orders

2. Credential-Types. Please check the box for each credential type(s) that the District would like to be configured for district records management ordering and fulfillment during the initial implementation. (Additional supported credential types can be added at a future date if desired).

Transcripts

Academic Certificates

Birth Certificates

Replacement Diplomas

Immunization Records

Special Education Records





Enrollment Verification Certificates

Graduation Verification Certificates



3. **Payment Terms.** All payments under this Order Form are due within thirty (30) days of the date of the invoice sent by Parchment. Invoices are sent upon the execution of this Agreement, or as otherwise shown in this Order Form. All fees are **non-refundable**.

4. **Participating Institutions.** Parchment and Member agree that the following institutions are included under the services of this Agreement: East Stroudsburg High School North and East Stroudsburg High School South

5. **SURCHARGE.** Member can add a surcharge to each transcript as a method of cost recovery for some or all of Member's fees, or an auxiliary revenue source. Surcharge amounts are decided by Member and may be adjusted by them using the Parchment Send administrator interface. Parchment shall retain 20% of these surcharges actually collected by Parchment and remit to Member on a quarterly basis, no later than 15 days following the end of each calendar quarter provided that the amount due is more than \$500. If below \$500, the balance will be carried to the next quarter and paid when the amount exceeds the minimum.

6. **PRINT SERVICES.** Parchment is an electronic credential delivery system. However, Credential Owners may elect to print and mail their Credentials at the time of request, subject to additional fees. The current print and mail additional fees are listed below.

\$2.75 for U.S. domestic paper delivery (including first class postage)

\$5.40 for international paper delivery (including first class postage)

8. **DESCRIPTION OF PARCHMENT AWARD: DISTRICT RECORDS SERVICES.** The Parchment Services ordered and described herein shall enable Credential Owners to order and request delivery of Credentials from the Credential holding institution to Credential Recipients (referred to as "Parchment Award District Records Services"). Parchment Award District Records Services also provides a number of additional features and functions, including Credential retrieval and the delivery of Analytics. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Credentials to Credential Recipients. Member hereby designates Parchment as the Member's authorized provider in sending official copies of Credentials, on paper or electronically, to Credential Recipients, and agrees to provide such documents and certificates as Parchment reasonably requests, to confirm such authority to prospective Credential Recipients. The Parchment Services provides Member with several processing options, while providing a secure and intuitive online workflow for current students/alumni to request their credentials to be sent to any recipient worldwide. The Parchment Services provide full tracking, notifications, and reporting to both the Member's administrators and current students/alumni.

The Parchment Parchment Award District Records Services shall be provided with the following features/functionality:

8.1 Fulfillment of receiver-initiated requests through the Document Request interface

8.2 eCommerce features to define surcharges to be collected on behalf of the Member, including:

- Support for different surcharges for current Students or Alumni
- Support for administrative control of transactions subject to a surcharge (i.e. all transactions or transactions after the first 'X' transactions)

8.3 Enhanced Credential upload options

8.4 Full transactional reporting

8.5 Administrative panel to manage the Member's account including:

- Grading Periods
- Approval Settings
- 'To Do List' Queues Settings

8.6 Student Rosters & Registration Codes

- As part of the implementation process, Members upload a Student Roster for the full student body (grades 9-12)
- Parchment auto-generates a unique PIN for each student
- Students (and parents) can use the PIN to register at a Parchment Site

8.7 Common App integration with the Common App online school forms to deliver transcripts electronically to Common App member colleges

8.8 If selected on the Member's Order Form, District Records Management utilizes the Parchment District processing workflow for all orderable documents centrally processed for Alumni and third-party Credential Requestors (third-party ordering).



9. **DESCRIPTION OF PARCHMENT DISTRICT TRANSFER SERVICES.** The Parchment District Transfer Services ordered and described herein allows school districts to subsidize the cost of sending Student Transfer Files to destination schools. A "**Student Transfer File**" is defined as the Credential of a previously enrolled student, which is requested by an academic institution. A validated requesting destination will not incur any fees when placing an order for a Student Transfer File from a K12 Sender with a District Transfer subscription. The Parchment District Transfer Services provide Member with the following functionality:

- Make a Student Transfer File available to requesters on the Member's storefront
- Provide verification service of schools and districts that register to request Student Transfer Files
- Allow verified transfer requesters to order the Student Transfer File at no cost
- Display Student Transfer File orders in licensee's To-Do list
- Enable electronic fulfillment of Student Transfer file requests

EXHIBIT B
TERMS & CONDITIONS

Parchment LLC ("**Parchment**") and Member hereby agree to be bound by these Terms and Conditions as of the Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a "**Party**" and collectively as the "**Parties**".

1 DEFINITIONS.

1.1 "Agreement" has the meaning set forth on the Order Form.

1.2 "Authorized User" means any Member employee or contractor or such other individual as may be authorized by virtue of such individual's relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member's rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.

1.3 "Confidential Information" means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the Services, the Analytics, Transactional Data, De-Identified Data, and any databases of Parchment (including any data models and data contained therein that is not Member-specific) are Confidential Information of Parchment.

1.4 "Credential" means a licensed transcript, academic certificate, enrollment verification certificate, graduation verification certificate, birth certificate, special education records, or diploma of a Credential Owner.

1.5 "Credential Issuer" means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.

1.6 "Credential Owner" means an individual who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.

1.7 "Credential Recipient" means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).

1.8 "Credential Requestor" means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.

1.9 "De-Identified Data" means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.

1.10 "Documentation" means Parchment's standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.

1.11 "Effective Date" has the meaning set forth on the Order Form.

1.12 "Intellectual Property Rights" means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.

1.13 "Member Data" means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.

1.14 "Order Form" means Parchment's standard Parchment Services order form, executed by both Parties, which incorporates by reference the Services Description and Fees Schedule (attached to the Order Form as [Exhibit A](#)), and these Terms and Conditions (attached to the Order Form as [Exhibit B](#)).

1.15 "Parchment Services" means Parchment's digital credential services, as identified in a mutually executed Order Form or amendment to this Agreement, which enable Credential Owners and/or Authorized Users to access certain features and functions of Parchment's credential exchange and analytics platform as selected on the Order Form and described on [Exhibit A](#) to such Order Form. References to any Parchment Services include the Documentation.

1.16 "Parchment Site" means any of the websites located at <https://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.

1.17 "Professional Services" means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.

1.18 "Request" (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.

1.19 "Services" means the Parchment Services combined with the Professional Services.

1.20 "Supplemental Document" means a school report, school profile, letter of recommendation, counselor recommendation, teacher evaluation, immunization record, or unofficial test score. Supplemental Documents may be included with a Credential request at no additional charge.



1.21 “**Terms and Conditions**” means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 “**Term**” shall have the meaning set forth in [Section 11.1](#).

1.23 “**Transactional Data**” means any non-personally identifiable data or information generated from Authorized Users’ or Credential Owners’ use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

2 PARCHMENT SERVICES; ORDERS AND USE.

2.1 **Orders and Provision of Access.** Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein. As soon as reasonably practicable after the Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

2.2 **Multiple Institutions.** Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an “**Institution**” and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

2.3 Usage Restrictions.

2.3.1 Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

2.3.2 Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors;

(d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the Parchment Services, computer systems or networks related to the Parchment Services.

2.4 **Conditions on Use by Authorized Users and Credential Owners.** Parchment may condition Credential Owners’ or Authorized Users’ (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment’s then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this [Section 2.4](#).

2.5 **Exclusivity.** Parchment will be Member’s preferred and primary method to electronically deliver and/or Award Credentials to Credential Owners or Credential Recipients, as applicable.

2.6 **Fee Waivers.** Parchment may provide fee-waivers that can be used in place of other payment methods in order to assist students who have demonstrated that payment of the fees for the Parchment Services might represent an economic barrier to college entrance. Up to a maximum of four fee waivers may be allocated by the Member to any qualifying Credential Owner who has met the requirements for, and received a fee waiver from The College Board or ACT.

3 MEMBER RIGHTS AND OBLIGATIONS.

3.1 **Authorized User Access to Service; Usernames.** Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users’ usernames and passwords; (c) be solely responsible for all activities that occur under these usernames; (d) not to allow a third party to use its account, usernames or passwords at any time; and (e) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. As between Member and Parchment, Member will be responsible for all acts and omissions of Authorized Users, and any act or omission by such Authorized Users which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

3.2 **Member Obligations.** Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment;

(d) compliance with the Member's regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member's computer and communication systems; and (f) results of Member's use of the Parchment Services. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services, (iii) place Parchment name and logo and provided descriptive text and hyperlink promoting the Parchment Services on Member's website; (iv) provide any required or requested data (e.g., roster of Credential Owners, bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (v) monitor and promptly respond to any requests for Credentials; and (vi) periodically update Credentials for use in the Parchment Services.

3.3 Requirement to Provide Member Data to Parchment.

Certain Member Data may be required for the proper operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement. Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials, has all rights to transfer Credentials to Parchment for purposes of providing the Parchment Services, and that Parchment will send or Award the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

3.4 Legal and Regulatory Compliance. Member agrees to comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act. Member acknowledges that it has selected to accept electronic signature via the Parchment Services as a valid method of consent to disclose Credentials pursuant to FERPA. The parties agree that any processing of Member Data that is subject to the General Data Protection Regulation (GDPR) or the California Consumer Privacy Act (CCPA), if any, and solely to the extent such Member Data is processed by Parchment under the proper jurisdiction and scope of the GDPR and CCPA respectively, will be subject to the Data Protection Addendum, available [here](https://www.parchment.com/data-protection-addendum-2021/) (<https://www.parchment.com/data-protection-addendum-2021/>), which, solely to the extent applicable, is hereby incorporated by reference.

4 PARCHMENT RIGHTS AND OBLIGATIONS.

4.1 Technical Assistance. Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("**Eligible Support Recipients**"). Such designees may be changed at any time by written notice to

Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, Member will be obligated to pay a fee to Parchment, in an amount determined by Parchment's then-standard hourly rates for such support, and Member will further reimburse Parchment for expenses related to travel and/or living expenses incurred by Parchment personnel in the provision of such on-site support.

4.2 Training. Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

4.3 Communication with Users. As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

4.4 Continuous Development. The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on Member's payment of additional fees, and Member will not be entitled to such new functionality unless Member pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form as its sole and exclusive remedy for such modification.

4.5 Parchment Obligations; Legal and Regulatory Compliance. Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and [Exhibit A](#); (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup or maintain the security of Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act, and applicable data protection laws.

5 PROPRIETARY RIGHTS.

5.1 Member Data. As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, Parchment agrees to hold confidential (in accordance with applicable state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

5.2 Transactional Data. Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

5.3 De-Identified Data. Parchment may create De-Identified Data from Member Data. Parchment may create De-

such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

5.4 Intellectual Property Rights in Parchment Services. Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

5.5 Feedback. From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("**Feedback**"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

5.6 Analytics. As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to be referred to as the "**Analytics**"). As between Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.



Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose

6 FEES AND PAYMENTS.

6.1 Fees Payable. All fees are listed and payable in United States dollars. Parchment will submit invoices to Member for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, if any, and, if applicable, each invoiced amount will be due and payable by Member within thirty (30) days of receipt of the relevant invoice. Unless otherwise expressly specified in Exhibit A to this Agreement, after the first twelve (12) months of the Agreement, Parchment, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Parchment will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

6.2 Disputed Charges. Member must notify Parchment in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Member will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

6.3 Late Payments; Interest. Parchment reserves the right to charge, and Member agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

6.4 Taxes. Member understands that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on Parchment's income) (collectively "Taxes"). Member agrees to be responsible for and to remit payment of all such Taxes arising from the payment of any fees hereunder. In the event that any state assesses liability for such Taxes to Parchment, Member agrees that, upon Parchment's request, it will provide Parchment with documentary proof that such Taxes have been paid or it will provide a tax exemption certificate. Any such Taxes imposed on any payments hereunder to Parchment will be Member's sole responsibility and if Member fails to make such tax payments, Member agrees to pay all Taxes assessed to Parchment, along with applicable interest and penalties, within ten (10) days of demand therefor to Parchment.

7 CONFIDENTIALITY. During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information.

Each Party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

8 WARRANTIES.

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

8.2 Parchment Warranties. Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

8.3 FERPA Warranty. Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

8.4 Member Warranties. Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

8.5 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PARCHMENT SERVICES, PARCHMENT SITE, AND ANY OTHER MATERIALS, DATA AND/OR SERVICES PROVIDED BY PARCHMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

8.6 Delays. PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9 LIMITATION OF LIABILITY.

9.1 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR PARCHMENT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY MEMBER OR UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

10 Indemnification Obligations of Parchment. Parchment will defend at its expense any suit brought against Member by a third party, and will pay any settlement Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment may, at Parchment's option: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv)

in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with these Terms and Conditions or the Documentation; (2) Parchment's conformance to Member's specifications; (3) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment; (4) any modification of the Services by any person other than Parchment or its authorized agents; or (5) the Member Data. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

11 TERM AND TERMINATION.

11.1 Term. This Agreement is effective as of the Effective Date listed on the Order Form. The Term of this Agreement will commence on the Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form and any subsequent renewals is in effect, unless terminated in accordance with this Section 11 (the "**Term**").

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or federal agency or institution, the funding for this Agreement is not provided to Member or the Member's sponsor by the legislature of the applicable state or federal government.

11.4 Suspension of Service. If Member fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the



terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then

Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners,

without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable.

11.5 Accrued Obligations. Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination.

11.6 Effect of Termination. Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination, Parchment will, upon written request, make available to Member a copy of its Member Data in one of Parchment's standard formats. After such period, Parchment may delete Member Data.

11.7 Survival of Obligations. The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and Member's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

12 MISCELLANEOUS.

12.1 Force Majeure. Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.2 Notices. Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means, and (b) agrees that all agreements and other communication that Parchment provides to Member electronically satisfies all legal requirements as if on print writing. All notices required under these Terms and Conditions will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier.

12.3 Assignment. Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and

in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns.

12.4 Independent Contractors. Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

12.5 Amendment. No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

12.6 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

12.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

12.8 Causes of Action. No action arising from or related to this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

12.9 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

12.11 Construction. Unless otherwise specified herein: (a) the word "including" means "including but not limited to"; and (b) any reference to days will mean calendar days. All headings are for convenience only.

12.12 Publicity. Parchment will be permitted to use Member's name and logo (subject to the appropriate party's style guidelines to ensure proper placement or use by the other party) (a) in association with Parchment's provision of the Services; and (b) on a client or partner list or partial client list during the



obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or

term of this Agreement, provided that such list does not state or imply Member's endorsement of Parchment or the Services.



12.13 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

12.14 Service Level Agreement. Parchment shall make the Parchment Services available subject to the terms of this Agreement and the Parchment Service Level Agreement, available [here](https://www.parchment.com/service-level-agreement/) (<https://www.parchment.com/service-level-agreement/>).

V. ITEMS FOR DISCUSSION

- d. Approve the purchase of replacement cheer mats at HS South for a cost of \$11,005.00 from Ross Athletic Supply.

Form 611

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

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

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Denise Rogers

Department *

Athletics

Building *

HS South

What service or item are requesting *

New Cheerleading Mat

Why are you requesting the service or item *

The other mat is over 14 years old (it may actually be older, but we are uncertain) and worn and the safety of the athletes could be compromised by the degrading of the foam mat

Suggested replacement *

Same size cheer mat from Ross Athletic Supply

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

completed using online quotes and then called to get detailed quotes from the company.

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

Ross Athletic Supply \$11,005.00
Tumbltrak \$12,159.75
EZFlexmats.com \$12,254.00

What is the total cost of the purchase? *

\$11,005.00

Procurement Method: *

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

Was this purchase budgeted? *

No

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

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

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

NA

Which Fund will be charged? *

10 ▼

What account will be charged? *

St. Lukes Grant Funds

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.

I have 3 quotes printed, I just need to know who to send them to.

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

Google Forms

ROSS ATHLETIC SUPPLY
 1101 FRESNO STREET
 FORT SMITH. AR. 72901
 888-600-7677

QUOTE

DATE	ESTIMATE NO.
10/20/2023	19826

NAME / ADDRESS
E STROUDSBURG S HIGH SCHOOL 279 N COURTLAND STREET EAST STROUDSBURG, PA 18301

Ship To
E STROUDSBURG S HIGH SCHOOL 279 N COURTLAND STREET EAST STROUDSBURG, PA 18301

TERMS	REP	ID
DUE NOW	LM	

ITEM	DESCRIPTION	QTY	COST	TOTAL
139R-FLEXI	PURPLE 6' X 42' X 2" FLEXI ROLL **2-4 WEEK LEAD TIME**	9	944.00	8,496.00
4994P	4" X 42' ROLL OF PURPLE VELCRO	9	0.00	0.00
SHIPPING & HA...	SHIPPING AND HANDLING CHARGES		2,509.00	2,509.00
	Out-of-state sale, exempt from sales tax		0.00%	0.00

Quote Valid for 30 Days - Based on Availibility of Stock FREIGHT QUOTE VALID FOR 48HRS ONLY	TOTAL	\$11,005.00
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TUMBL TRAK
5747 ISABELLA ROAD
MOUNT PLEASANT, MI 48858

QUOTE

PHONE 800-331-4362
 INTL +1 989-773-4362
 FAX 989-772-5121
 EMAIL sales@tumbltrak.com

BILL TO

EAST STROUDSBURG HIGH SCHOOL SOUTH
 279 N COURTLAND ST
 EAST STROUDSBURG, PA 18301
 UNITED STATES

SHIP TO

EAST STROUDSBURG HIGH SCHOOL SOUTH
 279 N COURTLAND ST
 EAST STROUDSBURG, PA 18301
 UNITED STATES

QUOTE #	106463 - 000
DATE	10/30/2023
PAGE	1 of 1
CUST #	362595

CUSTOMER P.O. #	TAX EXEMPT #	TERMS	SALES REP
		PREPAY	SHELLY O'BRIEN

SKU	DESCRIPTION	ORDER QTY	UNIT MSRP	% SAVINGS	NET UNIT PRICE	EXTENDED NET PRICE
139RFLEXIP	42FT X 6FT X 2IN CARPET BONDED FOAM-FLEX- PURPLE	9	1199.00	5.00	1139.05	10251.45

Prices are subject to change without notice. Bids and written quotations are guaranteed for 30 days with the exception of special promotions.

Purchase Orders can be emailed to sales@tumbltrak.com (preferably) or faxed to 989-772-5121.

Tumbl Trak accepts Visa, Mastercard, Discover, American Express and PayPal. Please note if you opt to pay in installments, you are not eligible to receive discounts. All international orders must be prepaid in full before shipment of order by credit card or wire transfer. All payments are in US Dollars.

- 6 month, 0% interest is available through PayPal. You must have a PayPal Account and enroll in PayPal Credit.
- Leasing: Third party leasing options are available for extended periods of time. Contact your sales rep for more details. Leasing plans are also available from Full Circle Finance.

Checks and Money Orders are acceptable means of payment, however orders will not be shipped until funds have cleared. (There is a \$20 returned check fee.)

Tumbl Trak is required by state law to collect sales tax in AL, AZ, CA, CO, CT, FL, GA, IA, ID, IL, IN, KS, KY, LA, MA, MD, MI, MN, NC, NJ, NY, OH, PA, RI, SC, TN, TX, UT, VA, WA, and WI.

Residents of any state not listed are responsible for reporting any applicable taxes on their purchases from Tumbl Trak to their states' tax authorities. Please consult your tax professional for further guidance. Tumbl Trak does not provide tax or legal advice.

QUOTE NOTES

SUBTOTAL	(USD)	10,251.45
SHIPPING	(USD)	1,908.75
TAX	(USD)	729.62

TOTAL (USD) 12,889.82



1701 Pharr St.
Fort Worth, TX 76102
ezflexmats.com

Toll Free 877-939-3539
Fax 817-623-9652

Quote

Date	Quote #
10/30/23	60926

Bill To:
East Stroudsburg High School
Accounts Payable
279 North Courtland St
East Stroudsburg, PA 18301

Ship To:
East Stroudsburg High School
Denise Rogers
279 North Courtland St
East Stroudsburg, PA 18301

Cust. Ref. #	Salesperson	Department	Ship Method	Terms
	Nguyen, Hieu	Cheerleading	TS3 Logistics	Net 30

Item Code	Description 1	Description 2	Qty	Price	Ext. Price
205R PP	6' x 42' x 2"	Carpet Roll Purple EZ Flex	9	1,116.00	10,044.00
502 PP	4"x43.5'	Hook - 4" Purple	8	0.00	0.00

NOTES
3 Year Limited Warranty
Includes storage straps + velcro
Quote Valid for 30 Days
Shipping Quote Valid for 15 Days
denise-rogers@esasd.net/570-424-8471

Subtotal	10,044.00
Tax	735.25
Freight	2,210.10
Total	12,989.35

EZ Flex collects and remits state sales tax in all required jurisdictions. If you are exempt from state sales tax, please submit valid tax exemption certificate. EZ Flex charges a 2.75% processing fee on all credit card transactions. This charge is in addition to the total on your quote. Alternate payment options are available.

V. ITEMS FOR DISCUSSION

- e. Approve the one-time transfer of \$29,883.00 from the General Fund to the Cafeteria Fund to write off bad student lunch debts (uncollectable).



East Stroudsburg Area School District

Creating the Future!



Carl T. Secor Administration Center
50 Vine Street
East Stroudsburg, PA 18301
Phone: (570) 424-8500 - Fax (570) 424-5646
www.esasd.net

Dr. William R. Riker
Superintendent

Dr. William Vitulli
Assistant Superintendent for District
Programs

Mr. Brian D. Baddick
Assistant Superintendent for Pupil Services

Mr. Peter T. Bard
Chief Financial Officer

----- Forwarded message -----

From: **Denise Hignight** <dhignight@cnresource.com>

Date: Tue, Oct 31, 2023 at 2:28 PM

Subject: Resource Management Summary - EAST STROUDSBURG AREA SCHOOL
DISTRICT

To: melissa-collevechio@esasd.net <melissa-collevechio@esasd.net>

Hello,

We have wrapped up the resource management portion of the USDA Administrative Review, and we wanted to send you a summary of the results for this section. All review comments have also been documented in the review in PEARS. If you have any questions concerning the resource management results, please let me know.

Findings

The following areas require corrective action. Please submit the corrective action responses via email by **Friday, November 10, 2023**. The sponsor access in PEARS has not yet been opened, but the responses submitted via email will be uploaded to PEARS and the resource management findings can be resolved prior to the on-site review. If you will not be able to meet the 11/10/23 deadline, please let me know.

1. **RMCR – Nonprofit School Food Srvc Acct – Question 9 (Bad Debt Expense): The SFA encumbered bad debt from unpaid student meal accounts and did not restore operating losses to the nonprofit school food service account. As of June 30, 2023, the SFA had unpaid meal balances totaling \$29,883. Although the SFA stated they have not yet classified any balances as uncollectable, per PDE memo 12071 – “Food Service Account - Student Debt,”**

negative student meal balances cannot be carried forward more than one year. It was determined all negative balances were rolled forward from SY 21-22 or earlier, as the SFA operated a non-pricing program during SY 22-23, and they do not allow charging for nonprogram food sales.

Per 2 CFR 200.426, bad debts (debts which have been determined to be uncollectable), including losses (whether actual or estimated) arising from uncollectable accounts and other claims, are unallowable. Related collection costs, and related legal costs, arising from such debts after they have been determined to be uncollectable are also unallowable.

The food service fund must be repaid for the unpaid meal balances once the PDE and district criteria for bad debt expense is met. The district's general fund can choose to continue trying to collect on the unpaid meal balances, but the food service fund must be repaid for the balances that are carried forward more than one year. It is highly recommended that the SFA adds a bad debt clause to their unpaid meal balance policy. The policy should address the criteria for when a delinquent meal account is classified as bad debt, and how the bad debt expense must be repaid to the nonprofit school food service account from nonfederal funds.

Required Corrective Action:

- 1. Provide documentation showing the SFA has repaid the nonprofit school food service account for the bad debt expense.**
- 2. Provide a statement of understanding that unpaid meal balances cannot be carried forward more than one year, and that non-federal funds must be used to restore the operating losses to the nonprofit school food service account.**
- 3. Explain the internal controls that have been implemented to ensure bad debt expense is correctly identified and repaid to the nonprofit school food service account.**
- 4. Provide the name(s) and title(s) of the SFA representative(s) that will be responsible for ensuring bad debt expense is correctly identified and repaid to the nonprofit school food service account.**

V. ITEMS FOR DISCUSSION

- g. Approve Google Workspaces for Education Plus Licenses - \$29,050
(3 Year Agreement).

Google Workspaces for Education Plus

A. Why are you requesting the service/needs?

Why: ESASD’s 3-year GSuite Enterprise for Education contract expires in November. Google has since renamed the suite Google Workspaces for Education Plus

Need: The district purchased the advanced licensing of Google Workspaces for premium features starting in 2020, including plagiarism detection, additional security & admin features, attendance tracking, practice sets, etc.

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

		SHI	Gov Connections	CDW-G Amplified
Google Workspace for Education Plus (Student)		\$4.15	\$4.49	\$4.50
Total		\$29,050.00	\$31,430.00	\$31,500.00

C. Procurement Method:

- ESASD sent an RFQ to several vendors who sell Google Workspaces Licenses to solicit quotes. The results are above.

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

- Yes – 2023-2024 Fiscal Year
- Fund 10
- Account # - 10-2844-650-000-00-000-006-000-0000-
 - Technology Services

E. Selection of winning proposal

- SHI - \$29,050.00 per year for 3-year term.
- Cooperative Purchasing Contract:
 - Omnia Partners Contract #: 2018011-012



Pricing Proposal
 Quotation #: 24093048
 Created On: 10/24/2023
 Valid Until: 10/31/2023

PA-East Stroudsburg Area School District

**Inside Account Manager
 - Public Sector -
 Education**

Brian Borosh
 50 VINE STREET
 EAST STROUDSBURG, PA 18301
 United States
 Phone: 570-424-8060
 Fax:
 Email: brian-borosh@esasd.net

Jayne Sydlo
 290 Davidson Ave
 Somerset, NJ 08873
 Phone: 800-527-6389 ext. 5553607
 Fax:
 Email: jayne_sydlo@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Workspace For Education Plus – 3 Years Google - Part#: GAPPS-EDU-PLUS-STUDENT-1USER-36MO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Year 1 - Faculty Count: 1750 (free licenses)*	7000	\$4.15	\$29,050.00
2 Workspace For Education Plus – 3 Years Google - Part#: GAPPS-EDU-PLUS-STUDENT-1USER-36MO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Year 2 - Faculty Count: 1750 (free licenses)*	7000	\$4.15	\$29,050.00
3 Workspace For Education Plus – 3 Years Google - Part#: GAPPS-EDU-PLUS-STUDENT-1USER-36MO Contract Name: Omnia Partners - IT Solutions Contract #: 2018011-02 Note: Year 3 - Faculty Count: 1750 (free licenses)*	7000	\$4.15	\$29,050.00
		Total	\$87,150.00

Additional Comments

Please note: Google has a zero returns policy.

Please note, if Emergency Connectivity Funds (ECF) will be used to pay for all or part of this quote, please let us know as we will need to ensure compliance with the funding program.

Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

V. ITEMS FOR DISCUSSION

- h. Lakeshore Learning furniture purchase for Autism Classroom at Resica Elementary in the amount of \$23,977.00

Form 611

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

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

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Marialena Casciotta

Department *

Pupil Services

Building *

Administration

What service or item are requesting *

Furniture for our new Autistic Support classroom

Why are you requesting the service or item *

ESASD is opening their first Autistic Support program in district and this furniture to set the classroom up to best meet the needs of a specific population

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. *

Two of three quotes were received.

Lakeshore Learning Materials, 2695 E. Dominguez Street, Carson, CA 90895 - \$23,977.00 (includes delivery and set-up of room)

Schoolsin, PO Box 429367, Cincinnati, OH 45242 - \$22,456.47 (does not include room set-up)

What is the total cost of the purchase? *

\$23,977.00

Procurement Method: *

- Quote Received only one Proposal
- Request for Proposal (RFP)
- Bid
- Other: Quotes requested/2 received

Was this purchase budgeted? *

No



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

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

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

N/A

Which Fund will be charged? *

10 ▼

What account will be charged? *

ACCESS

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

The winning proposal was not the lowest, however, it includes free delivery and room set-up. It also includes the materials we requested for the room, whereas the second quote substituted a couple of items with different items that will not support the sensory requirement for which they are being ordered.

Any additional information you would like to provide.

The district did not anticipate needing to open an Autistic Support program as we typically utilize the IU for this level of instruction.

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





QUOTE 25058

Lakeshore Learning Materials
 2695 E. Dominguez Street Carson, CA 90895
 (310) 537-8600 (800) 421-5354
 FAX: (310) 900-2189
www.lakeshorelearning.com
 To contact your local representative,
Daniel Szabo, please call (800) 421-5354

Bill-to: 83721
 EAST STROUDSBURG AREA SCH DIST
 ACCOUNTS PAYABLE
 50 VINE ST
 E STROUDSBURG PA 18301-0298
 (570) 424-8500

Ship-to: 0

Billto Email: MARIALENA-CASCIOTTA@ESASD.NET

MARIALENA CASCIOTTA
Shipto Email:

Entry Date: 10/09/2023

Your Reference No.: QUOTE

Comment

PLEASE VERIFY SHIPPING ADDRESS
 WHEN PLACING YOUR ORDER.
 PRICES GOOD FOR 90 DAYS. ITEM
 AVAILABILITY SUBJECT TO CHANGE

FOB DESTINATION:FREE SHIPPING
 CONTINGENT ON A MINIMUM ORDER
 OF \$250 SHIPPING TO ONE
 LOCATION.
 DISCOUNT REFLECTED IN PRICES.

PLEASE REFERENCE QUOTE NUMBER
 25058 ON YOUR PURCHASE ORDER.

MONICA LOZANO - QUOTE AGENT

PLEASE VERIFY SHIPPING ADDRESS
 WHEN PLACING YOUR ORDER.

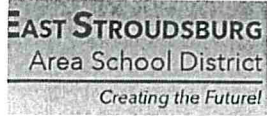
Line	Item	Out Of Stock Ship By	Qty	Description	Price	Extended
2	DG243		1	HEAVY-DUTY ALL-PURP STOR UNIT	\$740.05	\$740.05
3	DG182		1	HVY-DTY CUB-SHLVS LRG STG UNIT	\$911.05	\$911.05
4	LM120		1	CLEAR-VIEW BINS - SET OF 10	\$103.55	\$103.55
	Which consists of:					
4A	LC91		10	LAKESHR CLEAR-VIEW STORAGE BOX	\$0.00	\$0.00
5	LC787		8	FLX-SPC MOBL WDG STNT DSK-MAPL	\$379.05	\$3,032.40
	Which consists of:					
5A	LCT3024M		8	TABLE, BOX, GUIDE FOR LC787	\$0.00	\$0.00
5B	LCL23343		8	3EA 23-34IN TABLE LEGS-CASTERS	\$0.00	\$0.00
6	LC763GR		8	FLX-SPC 13.5IN ERGO CHAIR-GR	\$141.55	\$1,132.40
7	LM902		2	DBL-SIDED W-W MAG ROOM DIVIDER	\$426.55	\$853.10
8	LK364GR		2	FLX-SPC PREMIUM FLR SEAT-GR	\$75.99	\$151.98
9	LC862		1	FLX-SPACE GRAY 6X9 RECT CRPT	\$236.55	\$236.55
10	LC246GR		2	FLX-SPC LNGE COUCH FOR 2-GR	\$521.55	\$1,043.10
11	LC348GR		2	FLX-SPC LNGE CURVE COUCH-GR	\$854.05	\$1,708.10
12	LC534		1	FLEX-SPCE COMFY PILLOWS-ST 6	\$160.55	\$160.55
13	LC298		2	FLX-SPC MOBL BK BIN STRG-MAPLE	\$692.55	\$1,385.10
14	TT836		2	HELP-YRSLF BK BINS-SET OF 12	\$113.05	\$226.10
15	LC664	01/02/2024	4	FLX-SPC W-W MBL TRAPZOID TBL	\$711.55	\$2,846.20
	Which consists of:					
15A	LCD664M		4	W-W TRAPEZOID DESKTOP-LC664	\$0.00	\$0.00
15B	LCL23344		4	4EA 23-34IN TABLE LEGS-CASTERS	\$0.00	\$0.00
16	LC763BU		8	FLX-SPC 13.5IN ERGO CHAIR-BU	\$141.55	\$1,132.40
17	LK426		1	FLX-SPC 18 TRAY MBL STRG CTR	\$1,139.05	\$1,139.05
18	LC739		1	FLEX-SPAC MOBL TCHR DESK-MAPLE	\$1,139.05	\$1,139.05
	Which consists of:					
18A	LCTM5724		1	TBLTOP ASSMBLY GUIDE FOR LC739	\$0.00	\$0.00

18B	LCM3112	1	MSTY PNL-LEGS-CSTRS LC259-739	\$0.00	\$0.00
18C	LCC2326	1	CABINET - LC739, LC259	\$0.00	\$0.00
19	LC845BU	1	<u>FLX-SPC 17.5IN ERGO GLIDE-BU</u>	\$189.05	\$189.05
23	LC230	2	<u>FLEX-SPACE 4-SHELF STORG-MAPLE</u>	\$787.55	\$1,575.10
24	DG232	2	<u>HEAVY-DUTY 8-CUBBY UNIT</u>	\$379.05	\$758.10
25	WT111	2	<u>CLEAR-VIEW BINS - SET OF 8</u>	\$82.18	\$164.36
	Which consists of:				
25A	LC91	16	<u>LAKESHR CLEAR-VIEW STORAGE BOX</u>	\$0.00	\$0.00
26	LC282	1	<u>FLEX-SPACE SPOT CARPET-20</u>	\$407.55	\$407.55
27	LC965	2	<u>SENSORY HIDEAWAY</u>	\$1,234.05	\$2,468.10
28	LC966	2	<u>SENSORY HIDEAWAY CUSHION</u>	\$66.49	\$132.98
29	SE401	1	<u>LIQUID FLOOR TILES</u>	\$170.05	\$170.05
30	LC764BU	2	<u>FLX-SPC 14IN PREM WOB CHR-BU</u>	\$85.49	\$170.98
	Specify color when ordering!				

Subtotal:	\$23,977.00
0.0% Tax:	\$0.00
Freight Amount:	\$0.00
Total:	\$23,977.00

VII. RECOMMENDATIONS BY THE PROPERTY/FACILITIES
COMMITTEE

- a. F350 4x4 Supercab - Koch 33 Auto \$53,025.00 (to not exceed \$55,500 as per P&F board from capital budget).



Amy Strunk <amy-strunk@esasd.net>

Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>
To: amy-strunk@esasd.net

Mon, Nov 6, 2023 at 9:31 AM

Thanks for filling out

Form 611

Here's what was received.

[Edit response](#)

Form 611

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

Your email (amy-strunk@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Daryle Miller / Amy Strunk

Department *

Facilities

Building *

Admin

What service or item are requesting *

Vehicle

Why are you requesting the service or item *

to replace vehicle not able to inspect

Suggested replacement *

2024 F350

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

53025.00

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

Yes

What is the total cost of the purchase? *

53025.00

Procurement Method: *

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

Was this purchase budgeted? *

No ▼

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

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

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

.....

Which Fund will be charged? *

32 ▼

What account will be charged? *

capital

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

No, it was 2nd lowest but provided all the needs we desired in a truck

Any additional information you would like to provide.

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[Report Abuse](#)

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V1.A.2

Prepared for: , East Stroudsburg SD
Email: daryle-miller@esasd.net

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)
Price Level: 420



Client Proposal

Prepared by:
Justin Shaika
Office: 484-375-5262
Email: jshaika@koch33auto.com
Quote ID: 10.18.23.1
Date: 11/03/2023

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023



Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 180452354

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 420 | Quote ID: 10.18.23.1

, East Stroudsburg SD

Email: daryle-miller@esasd.net

Re: Quote ID 10.18.23.1 11/03/2023

To Whom It May Concern,

Thank you very much for your interest in acquiring a vehicle from our dealership.

Final price assume stax exemption and use of MG plates.

Ordered vehicle only

Regards,

Justin Shaika

Commercial Account Manager

484-375-5262

jshaika@koch33auto.com

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023



Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 180452354

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 420 | Quote ID: 10.18.23.1

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
X3B	Base Vehicle Price (X3B)	\$51,345.00
Packages		
610A	Order Code 610A <i>Includes:</i> - Engine: 6.8L 2V DEVCT NA PFI V8 Gas Flex fuel. - Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i> - HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i> - Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	N/C
Powertrain		
99A	Engine: 6.8L 2V DEVCT NA PFI V8 Gas <i>Flex fuel.</i>	Included
44F	Transmission: TorqShift-G 10-Speed Automatic <i>Includes SelectShift and selectable drive modes: normal, eco, slippery roads, tow/haul and off-road.</i>	Included
X3E	Electronic-Locking w/3.73 Axle Ratio	\$430.00
NONGV3	GVWR: 11,800 lb Payload Package	Included
Wheels & Tires		
TDX	Tires: LT275/70Rx18E BSW A/T (4) <i>Spare may not be the same as road tire.</i> <i>Includes:</i> - GVWR: 11,800 lb Payload Package	\$265.00
64F	Wheels: 18" Argent Painted Steel <i>Includes painted hub covers/center ornaments.</i>	\$455.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023

Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 180452354

**2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)**

Price Level: 420 | Quote ID: 10.18.23.1

As Configured Vehicle (cont'd)

Code	Description	MSRP
Seats & Seat Trim		
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage and driver's side manual lumbar.</i>	Included
Other Options		
164WB	164" Wheelbase	STD
PAINT	Monotone Paint Application	STD
587	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers.</i>	Included
	<i>Includes:</i> - SYNC 4 <i>Includes 8" LCD capacitive touchscreen with swipe capability, wireless phone connection, cloud connected, AppLink with app catalog, 911 Assist, Apple CarPlay and Android Auto compatibility and digital owner's manual.</i>	
96V	XL Chrome Package <i>Includes 4 additional pickup box tie-downs.</i>	\$225.00
	<i>Includes:</i> - Bright Chrome Hub Covers & Center Ornaments - Chrome Front Bumper - Chrome Rear Step Bumper - Halogen Fog Lamps	
473	Snow Plow Prep Package Requires 250 Amp Alternator (67E) or 410 Amp Dual Alternator (67B) when ordered with Upfitter Switches (66S) and 120V/400W Outlet (43C). <i>Includes computer selected springs for snowplow application. Note: restrictions apply; see supplemental reference or body builders layout book for details. May result in deterioration of ride quality when vehicle is not equipped with snowplow. Dual battery (86M) recommended with 6.8L or 7.3L gasoline engines; see body builders layout book for details.</i>	\$250.00
67E	250 Amp Alternator (Gas)	\$85.00
18B	Platform Running Boards	\$445.00
592	LED Roof Clearance Lights	\$95.00
85S	Tough Bed Spray-In Bedliner <i>Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.</i>	\$595.00
66S	Upfitter Switches (6) <i>Located in overhead console.</i>	\$165.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023



Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 180452354

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 420 | Quote ID: 10.18.23.1

As Configured Vehicle (cont'd)

Code	Description	MSRP
153	Front License Plate Bracket <i>Standard in states requiring 2 license plates and optional to all others.</i>	N/C
Fleet Options		
WARANT	Fleet Customer Powertrain Limited Warranty <i>Requires valid FIN code.</i> <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat	N/C
SUBTOTAL		\$54,355.00
Destination Charge		\$1,995.00
TOTAL		\$56,350.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023



Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 180452354

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 420 | Quote ID: 10.18.23.1

Pricing Summary - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	\$56,350.00
Subtotal	\$56,350.00

Pre-Tax Adjustments

Code	Description	MSRP
199	Koch 33 COSTARS 025-E22-474	-\$3,325.00

Please note: Koch 33 COSTARS discount for EV vehicles is 0% off MSRP

Total	\$53,025.00
--------------	--------------------

Customer Signature

Acceptance Date

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023

Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 18

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 420 | Quote ID: 10.18.23.1

Major Equipment

(Based on selected options, shown at right)

TorqShift 10-speed automatic

- * Running boards
- * Class V tow rating
- * LT275/70RS18 AT BSW front and rear tires
- * Lock-up transmission
- * Alternator Amps: 250A
- * All-speed ABS and driveline traction control
- * Battery rating: 750CCA
- * Battery run down protection
- * Fuel tank capacity: 34.00 gal.
- * Steering wheel mounted audio controls
- * AM/FM stereo radio
- * SYNC 4 external memory control
- * Wheelbase: 164.0"
- * Axle capacity rear: 7,280 lbs.
- * Axle capacity front: 6,000 lbs.
- * Firm ride suspension
- * Power door mirrors
- * Manual folding door mirrors

Exterior: Oxford White

Interior: Medium Dark Slate w/HD Vinyl
40/20/40 Split Bench Seat

- * 18 x 8-inch front and rear argent steel wheels
- * Front tires LT load rating: E
- * Overdrive transmission
- * Transmission electronic control
- * Stainless steel single exhaust
- * Driver selectable rear locking differential
- * HD lead acid battery
- * Injection Type: sequential MPI
- * 8 inch primary LCD display
- * Bluetooth wireless audio streaming
- * Seek scan
- * Vehicle body length: 254.4"
- * Cab to axle: 56.1"
- * Tire/wheel capacity rear: 7,180 lbs.
- * Spring rating front: 5,950 lbs.
- * Trip computer
- * Heated driver and passenger side door mirrors
- * DRL preference setting

As Configured Vehicle

STANDARD VEHICLE PRICE	\$51
Order Code 610A	
Engine: 6.8L 2V DEVCT NA PFI V8 Gas	
Transmission: TorqShift-G 10-Speed Automatic	
HD Vinyl 40/20/40 Split Bench Seat	
164" Wheelbase	
Monotone Paint Application	
Radio: AM/FM Stereo w/MP3 Player	
Fleet Customer Powertrain Limited Warranty	
50-State Emissions System	
SYNC 4	
Oxford White	
Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench S	
Electronic-Locking w/3.73 Axle Ratio	
Tires: LT275/70Rx18E BSW A/T (4)	
Wheels: 18" Argent Painted Steel	
GVWR: 11,800 lb Payload Package	
XL Chrome Package	

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local p availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023

Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 18

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 420 | Quote ID: 10.18.23.1

Major Equipment

- * Daytime running lights
- * Variable intermittent front windshield wipers
- * Driver front impact airbag
- * Cancellable front passenger air bag
- * 6 airbags
- * Manual climate control
- * Fixed rear seats
- * Split-bench rear seat
- * Fold-up rear seat cushion
- * Manual rear seat head restraint control
- * 40-20-40 split-bench front seat
- * Driver seat with 4-way directional controls
- * Height adjustable front seat head restraints
- * Front seat center armrest
- * Manual reclining driver seat
- * Manual reclining passenger seat
- * Vinyl front seat upholstery
- * Manual driver seat lumbar
- * 4-wheel antilock (ABS) brakes
- * Hill Start Assist
- * Light tinted windows
- * AdvanceTrac w/Roll Stability Control electronic stability control system with anti-roll
- * Seat mounted side impact driver airbag
- * Seat mounted side impact front passenger airbag
- * SecuriLock immobilizer
- * Rear under seat climate control ducts
- * 60-40 folding rear seats
- * Front facing rear seat
- * Height adjustable rear seat head restraints
- * 3 rear seat head restraints
- * Split-bench front seat
- * Front passenger seat with 4-way directional controls
- * Manual front seat head restraint control
- * Front seat armrest storage
- * Manual driver seat fore/aft control
- * Manual passenger seat fore/aft control
- * Vinyl front seatback upholstery
- * 4-wheel disc brakes
- * Brake assist system

As Configured Vehicle

Bright Chrome Hub Covers & Center Ornaments	.....	!
Chrome Front Bumper	.....	!
Chrome Rear Step Bumper	.....	!
Halogen Fog Lamps	.....	!
Snow Plow Prep Package	.....	!
Upfitter Switches (6)	.....	!
250 Amp Alternator (Gas)	.....	!
Platform Running Boards	.....	!
LED Roof Clearance Lights	.....	!
Tough Bed Spray-In Bedliner	.....	!
Front License Plate Bracket	.....	!
<hr/>		
SUBTOTAL	.....	\$54,
Destination Charge	.....	\$1
<hr/>		
TOTAL	.....	\$56

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local p availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for:

East Stroudsburg SD

Prepared by: Justin Shaika

11/03/2023

Koch 33 Ford | 3810 Hecktown Road Easton Pennsylvania | 18

2024 F-350 4x4 SD Super Cab 8' box 164" WB SRW XL (X3B)

Price Level: 420 | Quote ID: 10.18.23.1

Fuel Economy

City
N/A



Hwy
N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Note: Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

VII. RECOMMENDATIONS BY THE PROPERTY/FACILITIES
COMMITTEE

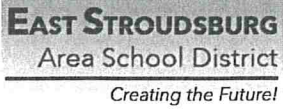
c. Current Project List.

Date	RES Elem HVAC Improvements ESSER III 10-4600-450-990-10-215-461-000-8744 \$1,500,000.00 ESSER ONLY Remaining out of Capital Reserve A/C#32-4600-450-000-10-215-461-000-3051	Date	EHN Rooftop HVAC ESSER III 10-4600-450-990-30-819-461-000-8744 \$3,539,010.00 ESSER ONLY ??? Remaining out of Capital Reserve A/C 32-4600-450-000-000-30-819-461-000-3051	Date	EHS Flooring Replacment Board Approved 3/20/2023 32-4600-450-000-30-820-000-000-3080
	Trane \$ 1,500,000.00		Trane \$ 3,539,010.00	6554	Cope Commercial Flooring \$ 1,224,395.00
				10/23/2023 BA	\$ (52,930.40)
	\$ 1,500,000.00		\$ 3,539,010.00		\$ 1,171,464.60
ACH Tranf Prepaid	\$ 1,500,000.00	ACH Tranf Prepaid	\$ 2,530,135.00		
				5/31/2023	\$ 433,595.70
				6/26/2023	\$ 283,535.10
				8/31/2023	\$ 73,972.80
				8/31/2023	\$ 249,020.10
				9/22/2023	\$ 14,194.44
					\$ 117,146.46
	\$ 1,500,000.00		\$ 2,530,135.00		\$ 1,171,464.60
	\$ -		\$ 1,008,875.00		\$ -
	100%		71%		96%
ACH Tranf/Trane	\$ 46,750.00			11/14/222	\$ 6,828.00
				12/31/2022	\$ 241.15
				12/31/2022	\$ 2,115.75
				2/27/2023	\$ 9,018.10
				4/4/2023	\$ 6,825.00
				4/21/2023	\$ 1,515.15
				6/26/2023	\$ 2,793.87
				6/26/2023	\$ 8,381.62
				9/22/2023	\$ 4,604.31
				9/29/2023	\$ 2,793.87
	\$ 46,750.00		\$ -	\$ 405,488.00	\$ 45,116.82

RES / SME / MSE Main Door intercome System Board Approve 9/18/2023 32-2220-766-000-110-216- 000-000-3046 10- 215-766 10- 214-766	Total of Current Projects		
Keystone fire and Ssecurity			
\$ 14,429.00	\$ 14,196,693.67		
	\$ 20,040.00		
	\$ (60,154.35)		
	\$ -		
\$ 14,429.00	\$ -	\$ 14,156,579.32	
	\$ 4,049,906.00		
	#VALUE!		
	\$ 1,264,656.25		
	\$ 1,626,701.92		
	\$ 1,510,915.38		
	\$ 832,471.28		
	\$ 145,446.46		
	\$ 289,368.00		
	\$ 396,591.12		
	\$ 336,006.00		
	\$ 194,966.00	\$ -	
	\$ 117,986.00		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
	\$ -		
\$ -	\$ 11,931,439.38	\$ 14,156,579.32	
\$ 14,429.00	\$ 2,225,139.94		
0%	84%		
	\$ 90,415.50		
	\$ 23,689.40		
	\$ 26,387.12		
	\$ 24,110.70		
	\$ 24,183.56		
	\$ 22,743.54		
	\$ 13,437.35		
	\$ 14,717.10		
	\$ 14,178.40		
	\$ 9,707.41		
	\$ 3,513.92		
	\$ 1,102.21		
	\$ 451.93		
	\$ 631.46		
	\$ 1,566.27		
	\$ -		
	\$ -		
\$ -	\$ 272,857.97		

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- a. Approve the Houghton Mifflin Harcourt English Language Arts Curriculum for the Intermediate School in the amount of \$573,844.39.



William Vitulli <william-vitulli@esasd.net>

Form 611

2 messages

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Fri, Nov 3, 2023 at 11:40 AM

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

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

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Vitulli

Department *

C&I

Building *

admin

What service or item are requesting *

HMH - Middle School ELA 6-year subscription

Why are you requesting the service or item *

Replace existing curriculum

Suggested replacement *

None

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

n/a

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

no - this program compliments elementary program

What is the total cost of the purchase? *

\$573,844.39

Procurement Method: *

Quote Received only one Proposal

Request for Proposal (RFP)

Bid

Other:

Was this purchase budgeted? *

Yes ▼

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

Yes

Pennsylvania State Contract

COSTARS

Keystone Purchasing Network

PEPPM National Contract Program (Technology Bidding and Purchasing)

US Communities

No

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

n/a

Which Fund will be charged? *

10

What account will be charged? *

10-1110-640-000-30-000-004-000-0600 (will need transfer from elem) & 10-1110-640-000-30-000-004-000-0000 & Curriculum Fund - currently 6mill

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.

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Dr. William Vitulli <william-vitulli@esasd.net>
To: Patricia Rosado <patricia-rosado@esasd.net>

Fri, Nov 3, 2023 at 11:41 AM

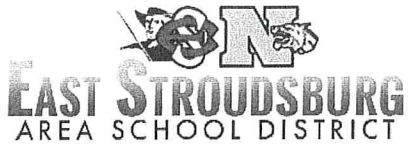
fyi
[Quoted text hidden]

--
William Vitulli, Ed.D.
Assistant Superintendent for District Programs
East Stroudsburg Area School District
50 Vine Street

11/3/23, 11:41 AM

East Stroudsburg Area School District Mail - Form 611

East Stroudsburg, PA 18301
570.424.8500 Ext. 10220



[Quoted text hidden]

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- b. Approve the renewal of Math Seeds (Used in K and 1st grades) at a cost of \$13,751.25.



William Vitulli <william-vitulli@esasd.net>

Form 611

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Mon, Oct 23, 2023 at 3:17 PM

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

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

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

Vitulli

Department *

C&I

Building *

Admin

What service or item are requesting *

Renewal Math Seeds

Why are you requesting the service or item *

Continued Math service to K&1

Suggested replacement *

none

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

n/a

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

n/a Renewal

What is the total cost of the purchase? *

\$13,751.25

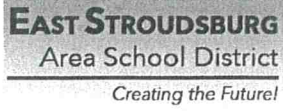
[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- c. Approve McGraw Hill Reveal Math Curriculum for K-5 throughout the District at a cost of \$755,550.56.



William Vitulli <william-vitulli@esasd.net>

Form 611

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Mon, Nov 6, 2023 at 12:08 PM

Thanks for filling out

Form 611

Here's what was received.

[Edit response](#)

Form 611

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

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT

Procurement Form

Name of Requestor *

vitulli

Department *

c&i

Building *

admin

What service or item are requesting *

McGraw Hill Reveal Math Grades k-5

Why are you requesting the service or item *

replace existing curriculum

Suggested replacement *

n/a

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

n/a

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

n/a

What is the total cost of the purchase? *

\$755,550.56

Procurement Method: *

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

Was this purchase budgeted? *

Yes ▼

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

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

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

n/a

Which Fund will be charged? *

10 ▼

What account will be charged? *

Curriculum Initiative

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.

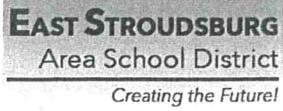
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[Quoted text hidden]

VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- d. Approve McGraw Hill Reveal Math Curriculum for 6-8th grades throughout the District at a purchase price of \$189,493.20.



William Vitulli <william-vitulli@esasd.net>

Form 611

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Mon, Nov 6, 2023 at 12:02 PM

Thanks for filling out _____ Form 611

Here's what was received.

Edit response

Form 611

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

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

vitulli

Department *

c&i

Building *

admin

What service or item are requesting *

Reveal Math Grades 6-8

Why are you requesting the service or item *

replace current curriculum

Suggested replacement *

n/a

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

n/a

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

n/a

What is the total cost of the purchase? *

\$189,493.20

Procurement Method: *

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

Was this purchase budgeted? *

Yes ▼

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

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

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

n/a

Which Fund will be charged? *

10

What account will be charged? *

Curriculum Initiative Fund

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.

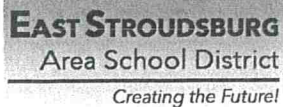
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VIII. RECOMMENDATIONS BY THE EDUCATION PROGRAMS
& RESOURCES COMMITTEE

- e. Approve Learning A-Z Raz-Plus Renewal for use with Elementary ELA Curriculum at a cost of \$8,424.00.



William Vitulli <william-vitulli@esasd.net>

Form 611

1 message

Google Forms <forms-receipts-noreply@google.com>
To: william-vitulli@esasd.net

Mon, Oct 23, 2023 at 3:14 PM

Thanks for filling out

Form 611

Here's what was received.

Edit response

Form 611

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

Your email (william-vitulli@esasd.net) was recorded when you submitted this form.

Untitled Section

FORM 611

EAST STROUDSBURG AREA SCHOOL DISTRICT
Procurement Form

Name of Requestor *

Vitulli

Department *

C&I

Building *

Admin

What service or item are requesting *

Renewal Raz-Plus

Why are you requesting the service or item *

Needed for use with ELA curriculum

Suggested replacement *

n/a

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

n/a

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

n/a

What is the total cost of the purchase? *

\$8,424.00

Procurement Method: *

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

Was this purchase budgeted? *

Yes ▼

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

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

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

n/a

Which Fund will be charged? *

10

What account will be charged? *

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

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

n/a

Any additional information you would like to provide.

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