



Corvallis

SCHOOL DISTRICT

Prepared for: Corvallis School Board
Prepared by: Gil Anspacher, Director of Technology Services
Meeting Date: March 14, 2019

Erate supported contract for the purchase of network infrastructure equipment

ACTION REQUESTED

Background

The current building network infrastructure is inadequate to meet the demands of learning and business operations. Network equipment is past due for replacement. Erate funding is available to support the project at nearly 60% of project cost. The 5 year Erate funding cycle for internal connections (equipment) is in its final year in Erate Fiscal year 2019 (July 1, 2019-June 30, 2020). It is in the district's best interest financially to leverage this funding opportunity to meet a critical need within the district.

The attached purchase contract is contingent on Erate funding and final board approved budget. The district will purchase network switches and access points from the attached proposal. UPS Battery Back-ups will be purchased from a different vendor under a separate contract.

Involvement

Gil Anspacher, Director of Technology Services

Cost Impact

Project cost: \$523,981.55
Erate funding: Up to 60% of the project cost (\$314,388.93)

ACTION REQUESTED:

Authorize staff to purchase network infrastructure equipment to meet the needs of learning and business operations.

MOTION REQUESTED:

"I move to authorize staff to purchase network infrastructure equipment through Ednetics, Inc. in the amount of \$523,981.55 with Erate funding of up to 60% of the project cost."



Ednetics

Internal Connections

Corvallis School District
1555 SW 35th St. Corvallis, OR 97333

Date
Feb 17, 2019

Customer Contact
Gil Anspacher, Technology Director

RFP / 470 Application Number
190015865

Ednetics SPIN
143008534

Ednetics Contact
Ethan Barrow, Account Manager

Proposal Number
IC-ORC509-17022019-1

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Cost Section 1 Meraki Cloud Managed Switches

Meraki Switches

Line	Part Number	Description	Price	Qty	Ext. Price
Meraki Cloud Managed Switches					
1	MS410-16-HW	CISCO MERAKI MS410-16 CLOUD MANAGED AGGREGATION SWITCH	\$2,796.50	1	\$2,796.50
2	MS225-24P-HW	CISCO MERAKI MS225-24P L2 STACK CLOUD MANAGED SWITCH	\$1,600.58	29	\$46,416.82
3	MS225-48FP-HW	CISCO MERAKI MS225-48FP L2 STACK CLOUD MANAGED SWITCH	\$2,556.33	87	\$222,400.71
Meraki Switch Licenses					
4	LIC-MS410-16-5YR	CISCO MERAKI 5YR MS410-16	\$493.50	1	\$493.50
5	LIC-MS225-24P-5YR	CISCO MERAKI MS225-24P	\$271.42	29	\$7,871.18
6	LIC-MS225-48FP-5YR	CISCO MERAKI MS225-48FP	\$434.28	87	\$37,782.36
Meraki Switches Subtotal					\$317,761.07

Cost Section 2 Meraki Cloud Managed Access Points

Meraki Access Points

Line	Part Number	Description	Price	Qty	Ext. Price
Meraki Cloud Managed Access Points					
7	MR52-HW	Meraki MR52 IEEE 802.11ac 2.50 Gbit/s Wireless Access Point - 5 GHz, 2.40 GHz - MIMO Technology - Beamforming Technology - 2 x Network (RJ-45) - PoE, PoE+ - Ceiling Mountable, Wall Mountable, Desktop	\$460.27	339	\$156,031.53
Meraki Access Point Licenses					
8	LIC-ENT-5YR	CISCO MERAKI 5YR ENTERPRISE	\$148.05	339	\$50,188.95
Meraki Access Points Subtotal					\$206,220.48

Cost Section 3 UPS/Battery Back-ups

UPS/Battery Back-ups

Line	Part Number	Description	Price	Qty	Ext. Price
Tripp Lite UPS's					
1	SMART1500RM2U	SMART UPS 1500VA 1350W AVR 120V	\$567.05	35	\$19,846.75
2	SMC15002URM	Tripp Lite UPS Smart 1500VA 1000W LCD Pure Sine Wave AVR USB 2URM - 1500 VA/1000 W - 120 V AC - 6.50 Minute - 2U Tower/Rack Mountable - 6.50 Minute - 8 x NEMA 5-15R - Brownout, Over Voltage, Surge, Black Out, Under Voltage, EMI / RFI	\$440.70	3	\$1,322.10
UPS/Battery Back-ups Subtotal					\$21,168.85

Company Background

At Ednetics, we believe that technology, when well executed, has the power to make things better in many ways. Students and teachers gain greater access to resources that support engagement and learning. Campus and local government offices gain efficiency by using up-to-date tools that support communication and collaboration. Crucial safety measures are thoughtfully integrated, making physical environments more secure. To provide a high-level of industry-specific services, Ednetics maintains a singular focus on the technology needs of K12, libraries, higher education, and government institutions. Our goal is to provide these customers with the most up-to-date, relevant technology solutions to drive their success.

We know from more than twenty years of experience that our team approach makes a difference. Ednetics solutions are the result of collaboration between our account specialists, project managers, installers, and industry certified engineers. This team approach enables us to provide essential solutions and services at levels that match individual customer requirements. The Ednetics team is committed to caring for our customers and our communities, while delivering solutions designed with each customer's specific needs in mind.

At the core of each Ednetics customer partnership resides a highly functional project management office. The office's primary role is to keep projects on track and maintain close communications with each customer. Across all our locations, the Ednetics team shares a client-focused mentality that allows us to bring these projects to successful completion, while building mutually beneficial, long-lasting customer relationships.

Our team approach enables Ednetics to consistently deliver high-value IT architectures that employ the full capability of the network. To achieve this, our solution portfolio is comprised of advanced technologies designed to optimize operations and IT services. With so many years of experience solving problems unique to these sectors, Ednetics is able to reliably deliver highly technical, large-scale projects featuring stable timelines and budgets in service of customer-defined results.

Since our first day of business, we have been driven by a passion for technology and a spirit of service. In the early days, we recognized that while IT had huge potential for the education community, few services beyond internal staff were available to design and implement technology solutions. We committed ourselves to these customers and grew from there. Headquartered in Post Falls, Idaho, Ednetics has regional offices in Boise, Moscow, Issaquah, Kennewick, Portland, Phoenix, and Los Angeles. Our early instincts to specialize in education and government has enabled us to evolve over time with our customers' growing needs and has led to a strong solutions portfolio and continued company growth.

Ednetics Profile

- Founded in 1997
- Education and government specific technology solution provider
- A Pacific Northwest company with five offices located across the region
- 120+ full-time employees with over 65 engineers and technicians
- Over 200 active K-12 and higher education clients
- \$50+ million annual revenue in FY2017

E-rate Experience

Ednetics has been working as an E-rate service provider since the program's start in 1997. To date, Ednetics has worked with applicants on projects receiving over \$105 million in Category 1 and Category 2 funds.

USAC SPIN: 143008534

Pre-Discount Category 1 Services Awarded To-Date: \$36,770,030.90

Pre-Discount Category 2 Projects Awarded To-Date: \$311,809,935.47

Combined Total E-rate Awards: 7,450

Insurance and Bondability

Ednetics has a strong relationship with our insurance and bonding provider, The Hartford and Alliant Insurance Services. Our general insurance coverage limits are \$1mm for each occurrence and \$2mm aggregate. We can easily accommodate specific insurance requests in a timely manner. Our bonding limit is \$15mm aggregate.

Purchasing Agreements

Ednetics has been awarded a number of statewide pricing agreements for similar networking or information technology products and services. The following is a partial list of other participating purchasing agreements.

- NASPO ValuePoint Cisco
- NASPO ValuePoint NetApp
- WSIPC Unified Communication Services
- WSIPC Wired and Wireless Infrastructure
- WSIPC Integrated Safety and Security
- WLS School Safety Products and Services
- DigitalEdge School Safety Solutions
- OETC Hosted VoIP
- OETC Networking

Ednetics Capabilities

Ednetics is a Cisco Premier Partner and a recognized leader in providing network technology solutions in K-12. Routing, switching, firewalls and wireless have been part of that business since the beginning and each of our telephony projects involves not only our Voice Engineering Team but also our Network Team, dedicated to routing, switching, firewalls, network segmentation, security, wireless, and network resiliency. We assist our customers with developing routing plans for both WAN and LAN environments, from collapsed core to advanced routing protocols. Internally on the LAN, we design and configure IP schemas for network segmentation via VLANs.

As part of our network engineering services, Ednetics also has a decade and a half of experience assisting our customers in provisioning Internet services. This has included: assisting with coordination with Internet Service Providers (ISPs), DNS registrations and changes, expert firewall and edge router configuration, and video conferencing endpoint configurations. At the Internet edge we provide solutions for security and bandwidth management/reporting. For bandwidth management, load balancing, traffic classification/traffic policing, we employ border routers from Cisco's ISR (Integrated Services Router) line.

Another key area of experience that Ednetics brings is the design and implementation of physical security solutions in the K-12 environment. Ednetics provides video surveillance and access control solutions to school districts across the Pacific Northwest

with particular expertise in integrating these systems with Unified Communications systems to maximize the capabilities and effectiveness of every tool you have at your disposal.

Contracting and Project Management Office

The Ednetics Contracting and Project Management Office provides in-house project management and contracting services for Ednetics solutions including:

- Data Networking
- Wireless Networking
- Tele/data/fiber optic cabling
- Fiber optic fusion splicing
- IP video surveillance systems
- IP paging systems
- Classroom AV systems
- IP Access Control

Ednetics Support

Ednetics creates close, collaborative relationships with customers. Those relationships are based on delivering a high level of customer satisfaction, and customer support is central to ensuring that result. The Ednetics Support desk offers industry-leading customer service with timely, expert troubleshooting and resolution of common service issues. The support desk uses an internal escalation system to bring in specialized engineering teams when necessary. Ednetics support puts the expertise, skill, and dedication of the Ednetics team on your team. The Ednetics team knows that consistent IT performance and timely resolution of support issues are essential to the success of education and government organizations. Ednetics has options that include the expertise and experience of the entire Ednetics Service Team within guaranteed response times to help resolve issues quickly and effectively.

Team Specializations

Ednetics has more than 65 engineers and installation technicians that have been trained in advanced technologies and implementation procedures. Ednetics personnel are held to the highest levels in the industry through training and certifications for the products and solutions that we are bringing to the market. Documentation for Ednetics personnel certifications is available upon request.

- Cisco Certified Internetwork Expert
 - Security (CCIE-S)
- Cisco Certified Internetwork Expert
 - Collaboration (CCIE-COLLA)
- Cisco Certified Design Professional (CCDP)
- Cisco Certified Network Professional (CCNP)
 - Security (-S), Collaboration (-COLLA),
Route Switch (-RS)
- Cisco/Meraki Certified Meraki Networking Professional (CMNP)
- CISSP Certified Information Systems Security Professional
- CISA Certified Information Systems Auditor (CISA)
- NetApp Systems Engineer Professional
- NetApp Clustered Data ONTAP (CDOT)
- VMware Certified Professional (VCP)
 - Desktop, vSphere
- Microsoft Certified Professional (MCP)
 - Multiple Offerings
- Microsoft Certified Systems Engineer
- Project Management Professional Certifications (PMPs)
- Registered Communications Distribution Designers (RCDDs)
- Certified 06 Low Voltage Contractor
- Certified 01 Electrician

Company Certifications

Ednetics has achieved advanced certifications to meet the needs of our customers. Below is a list of our top company certifications, Specializations and Partnerships. Documentation for Ednetics certifications is available upon request.

Cisco Premier Partner

- Advanced Enterprise Networks Architecture Specialization
- Advanced Data Center Architecture Specialization
- Advanced Collaboration Architecture Specialization
- Advanced Security Architecture Specialization
- CCIE-Security
- CCIE-Route Switch

Physical Security Solution Partners

- Arecont Vision Advanced Certified Channel Partner (Camera Hardware)
- Avigilon Authorized Dealer (IP Access Control Systems/IPVS)
- Axis Silver Partner (Camera Hardware)
- Bosch Intrusion Certified (Intrusion)
- DMP Certified Dealer (Intrusion)
- Exacq Technologies Elite Dealer (IPVS Management)
- Hanwha Gold Partner (Camera Hardware)
- OnSSI Security Preferred Reseller

Broadcast Communications Partners

- Singlewire Software Authorized Reseller (Notification and Emergency Alerting)
- Atlas Sound Authorized Distributor (IP Clock/Speaker Equipment)
- Advanced Network Devices Certified Premier Integrator (IP Clock/Speaker Equipment)

HPE/Aruba Partner

- PRfN Silver Partner

NetApp Gold Partner

- 14 Accredited Sales Professionals (NASP)
- 3 Accredited Technical Sales Professionals (NATSAP)
- 1 ONTAP Sales Professional
- Installation Accreditation
- SLED Contract Training

VMWare Enterprise Partner

- 5 VMware Sales Professionals (VSP)
- 5 VMware Technical Sales Professionals (VTSP)
- 3 VMware Certified Professionals (VCP)
- Server Virtualization Competency

Microsoft Silver Partner - Competencies

- Silver Windows and Devices Competency
- Authorized Education Reseller – Academic Volume
- Licensing: V83460

Additional Partnerships

- APC Channel Partner
- Tripp-Lite Partner
- Extron Channel Partner/Integrator

Financial Statement – Ednetics Solvency

For Ednetics to provide a complete financial statement, we would need a signed non-disclosure agreement, however; we can certify that we are in good financial standing with a full line of credit.

References

The following customer references are provided for similar projects recently completed by Ednetics. Additional reference information is available upon request.

CUSTOMER: Salem-Keizer Public Schools

ADDRESS: 1340 State Street, Salem, OR 97301

CONTACT: Robert Silva, Director of Technology and Information

CONTACT INFO: 503-399-3031, silva_robert@salkeiz.k12.or.us

DESCRIPTION: · Full mesh network design including 14) Catalyst 9500 switches
 · Cisco Aironet wireless deployments
 · District wide Access Control design and implementation project
 · District wide IP paging and Emergency Notification projects
 · Cisco firewall and network security projects

CUSTOMER: Lebanon School District

ADDRESS: 485 South 5th Street Lebanon, OR 97355

CONTACT: Peter Klingler, Technology Director

CONTACT INFO: 541-259-8934, peter.klingler@lebanon.k12.or.us

DESCRIPTION: · District wide Cisco network redesign project

CUSTOMER: North Bend School District

ADDRESS: 1913 Meade St, North Bend, OR 97459

CONTACT: Joe Frischman, Director of Technology

CONTACT INFO: 541-751-6791, jfrischman@nbend.k12.or.us

DESCRIPTION: · Cisco Aironet wireless deployment
 · Cisco switching design and upgrade
 · Cisco Unified Communications (IP Phone) upgrade
 · IP Video Camera installations

CUSTOMER: Camas School District

ADDRESS: 841 NE 22nd Ave, Camas, WA 98607

CONTACT: Sherman Davis, Technology Director

CONTACT INFO: 360-833-5561, sherman.davis@camas.wednet.edu

DESCRIPTION: · District wide Cisco Aironet wireless deployment
 · District wide Cisco network redesign project
 · IP paging and Emergency Notification projects
 · IP Video Camera installations

CUSTOMER: Gervais School District

ADDRESS: 290 1st St, Gervais, OR 97026

CONTACT: Tracy Lewis, Technology Director

CONTACT INFO: 503-792-3803, tracy_lewis@gervais.k12.or.us

DESCRIPTION: · District wide Meraki switching and wireless design and support
· Hosted Cisco Unified Communications (IP Phone) customer
· IP Video Camera installations
· Cisco Umbrella security project

CUSTOMER: Tigard-Tualatin School District

ADDRESS: 6960 SW Sandburg St, Tigard, OR 97223

CONTACT: Susan Barnard, IT Director

CONTACT INFO: 503-431-4054, sbarnard@ttsd.k12.or.us

DESCRIPTION: · District wide Cisco Unified Communications (IP Phone) deployment
· Cisco network upgrades
· IP Video Camera installations

CUSTOMER: Pendleton School District

ADDRESS: 107 NW 10th St, Pendleton, OR 97801

CONTACT: Michelle Jones, Director of Business Services

CONTACT INFO: 541-966-3259, michelle.jones@pendleton.k12.or.us

DESCRIPTION: · District wide Cisco Aironet wireless deployment
· District wide Cisco network redesign project
· Hosted Cisco Unified Communications (IP Phone) customer
· IP paging and Emergency Notification projects
· IP Video Camera installations

CUSTOMER: Morrison Child and Family Services

ADDRESS: 11035 NE Sandy Blvd Portland, OR 97220

CONTACT: Mark Arcuri, IT Director

CONTACT INFO: 503-258-4285, mark.arcuri@morrisonkids.org

DESCRIPTION: · Access Control design and implementation projects
· IP Video Camera installations
· Cisco firewall and Umbrella security projects

CUSTOMER: **McMinnville School District**

ADDRESS: 800 NE Lafayette Ave, McMinnville, OR 97128

CONTACT: David Bousquet, Technology Director

CONTACT INFO: 503-565-4075, dbousquet@msd.k12.or.us

DESCRIPTION: · District wide Access Control design and implementation project

CUSTOMER: **Oregon Secretary of State**

ADDRESS: 255 Capitol St NE, Suite 180 Salem, OR 97502

CONTACT: David Matthews, Procurement

CONTACT INFO: (503) 986-2597, david.w.matthews@oregon.gov

DESCRIPTION: · Cisco Identity Services Engine (ISE) security projects

Ednetics Terms and Conditions

These Terms and Conditions ("Agreement") are between Ednetics and the entity identified as the customer ("Customer"); each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of these Terms and Conditions, Sales Order(s) and any forms or authorizations attached hereto, all of which are incorporated herein by reference. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

- 1. Services(s).** For purposes of this Agreement, "Service(s)" shall mean a variety of products and services available for use in transporting information within the school to the classroom, within a library to public areas, or to administrative areas or other buildings as defined in the Eligible Service List. Ednetics Service(s) include data distribution components, firewalls and other data protection components, interfaces, gateways, wireless access points, servers, storage devices, software, cabling and installation as well as Ednetics equipment and services integral to performance or delivery of Service(s) under this Agreement, such as maintenance and technical support. Ednetics will provide Service(s) as referenced on the Sales Order(s) in accordance with the terms of this Agreement.
- 2. Change Order(s).** If changes are required during the course of a project, a Change Order(s) will be provided and work will continue upon agreement and execution of the Change Order(s).
- 3. Exclusions.** Any part, material, service or item not explicitly included in this document is excluded from the proposal.
- 4. Performance Bond:** A performance bond may be provided at one and one-half percent (1½%) of the proposal cost. Performance bonds will be invoiced and are not E-rate eligible.

General Terms and Conditions

- 5. Obligations of the Customer.** Customer agrees to accept a Material Staging Agreement, provide all necessary information required, access to the premises, support for timely installation, proper use of Service(s) and to comply with all the terms and conditions of this Agreement. Customer acknowledges and understands that not accepting the Material Staging Agreement may subject Customer to higher costs.
- 6. Customer Representations.** Customer warrants they have the legal right and ability to enter into this Agreement and are authorized to act on behalf of the school, library, or state/local government entity. Customer represents and warrants that Customer name and contact information is true and correct. Customer acknowledges and agrees that Ednetics relies on the information supplied by Customer and providing false or incorrect information may result in delays in the provisioning and delivery of Service(s), and/or the suspension or termination of Service(s). Customer agrees to promptly notify Ednetics whenever personal or billing information changes, including, but not limited to, Customer name, address, e-mail address, telephone number, and credit card information if appropriate.
- 7. Term Commitment.** Service will be delivered July 1 through September 30 of the funding year corresponding to Customer's funding request or when specified by Customer through a Notice to Proceed ("NTP"). The contract term is fixed for 5 year(s) to allow Customer to file in subsequent funding years in the event funding is not received in the first year. The Service(s) will be made available to Customer unless Customer advises Ednetics, in writing, that Service is in material non-compliance with the specifications contained in the Sales Order(s). If this is the case, the term commitment for Service(s) will not commence until such time as Ednetics and Customer mutually agree the issue with Service(s) has been resolved and will continue for the number of months/years set forth in the applicable Sales Order(s) ("Initial Service(s) Term").
- 8. Term Renewal.** Upon expiration of the Initial Service Term and as long as Customer is not in default of the terms of this Agreement, Customer may extend their Service(s) under the same terms and conditions for a period of one (1) year, in one (1) year increments, for up to five (5) years, by notifying Ednetics in writing at least thirty (30) days prior to the expiration of

the Initial Service Term and each subsequent one (1) year term. Alternatively, Customer may extend the term at any time prior to the Initial Service Term expiration for up to one (1) additional five (5) or three (3) year term upon notification to Ednetics in writing at least thirty (30) days prior to the expiration of the Initial Service Term.

- 9. Fees and Charges.** Customer shall pay for all Service(s) Ednetics provides Customer. Sales Order(s) specify the fees Customer will pay for the Service(s).
- 10. Payment.** Ednetics invoices will be due and payable thirty (30) days from the invoice date ("Due Date"). While Ednetics will invoice USAC directly via the Service Provider Invoice (SPI), Customer is ultimately responsible for payment to Ednetics of delivered Service(s). For the purposes of billing and adjustments, Ednetics assumes thirty (30) days in a month. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the Invoice Date at the rate of one and one-half percent (1½%) per month applied to the amount of the unpaid balance from the Due Date. Subject to any applicable state or federal regulations and in addition to the remedies contained in this Agreement, Ednetics reserves its right in law and equity, including, but not limited to, its rights under the Uniform Commercial Code.
- 11. Taxes.** Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and as such shall be paid promptly when due by Customer. Customer acknowledges and agrees to indemnify and hold Ednetics harmless from any liability for Customer not paying all taxes due. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent required by any law or regulation, free and clear of and deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Ednetics actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.
- 12. E-Rate.** This Agreement and all attachments begins upon the later of its execution by both Ednetics and Customer and either Customer's E-rate funding approval or Customer approval to proceed with service by authorizing a Purchase Order or signing a Notice to Proceed ("NTP"), which is attached to this Agreement as Exhibit A and made a part of this Agreement by reference. Customer understands and agrees the cost of Ednetics Service(s) as represented by this Agreement and all attachments are Customer's firm contractual obligation for the duration of this contract after customer receives E-rate funding or has given Ednetics a Notice to Proceed ("NTP") with service.
- 13. Bill Disputes.** Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Ednetics within thirty (30) days from the Invoice Date, or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Ednetics determines a disputed charge was billed in error, Ednetics will issue a credit to reverse the amount incorrectly billed. If Ednetics determines the disputed amount was billed correctly, Ednetics will inform Customer of such determination and provide Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for an officer review/resolution with Ednetics and Customer in accordance with this Agreement. In the event the escalated dispute is resolved against Customer, or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Ednetics within thirty (30) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.
- 14. Resolution of Disputes.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively referred to hereinafter as a "Dispute") arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party's receipt of such request, a designated representative who has authority to settle the Dispute and who is at a higher level of management than the person with the direct responsibility for

administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions is left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party's request is made for appointment **of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.**

15. Prices. Prices do not include applicable taxes, insurance, or third party setup fees, services or materials unless specifically stated. Prices are guaranteed for one hundred and eighty (180) days from the proposal date unless otherwise stated. Supply is subject to availability.

16. Shipping Charges. Ednetics does not bill shipping charges unless otherwise stated.

17. Substitutions/Additions. The school district or library may substitute equipment listed in this proposal or add equipment to this proposal with the following conditions:

- a. Any equipment substitution/addition must meet E-rate eligibility requirements as outlined by the Universal Service Administrative Company (USAC) for the Schools and Library Program.
- b. Substitutions/additions must be of the same product type and be used to fulfill the same purpose.
- c. Both Ednetics and the school district must approve any substitutions/additions by executing a Change Order(s) as described in Section 2.
- d. Equipment substitutions/additions may increase equipment, installation and support costs. Any increased costs will be the sole responsibility of the school district.
- e. Pricing for hardware outside of what is listed in this proposal will be based on the following:
 - i. Cisco: Cisco hardware and software will be based at thirty-five percent (35%) off of the published Cisco list price;
 - ii. American Power Conversion (APC). Customer may provision APC uninterruptable power supply (UPS) equipment at a minimum discount rate of ten percent (10%) off of the published list price;
 - iii. Tripp Lite. Customer may purchase Tripp Lite UPS equipment and accessories at ten percent (10%) off of published list price;
 - iv. HP/Aruba. Customer may purchase HP/Aruba switch and wireless equipment at a rate of twenty-five percent (25%) off of the published list price.

18. Equipment Trade-in. All equipment trade-ins must meet trade-in criteria established by USAC and Ednetics guidelines as follows:

- a. Equipment originally purchased with E-rate funds may be used for trade-in if the district has owned the equipment for over five (5) years at the time of equipment trade-in. Equipment not purchased with E-rate funds does not have any trade-in restrictions.
- b. Trade-in equipment must be specifically identified and documented at the time of proposal acceptance. Ednetics reserves the right to approve or deny any requested changes in equipment trade-in inventory.
- c. Trade-in discounts are processed as a rebate after project completion and all trade-in equipment has been received.
- d. The district will not use trade-in credits to show the district meets funding match commitments for E-rate approval.

19. Basic Maintenance. Basic Maintenance items listed in this Agreement are **per year** and are for service from July 1 through June 30. The district may choose to add maintenance on any items from this contract provided support is purchased in one (1) year increments.

- a. Cisco SMARTnet / Cisco Base: Pricing will be based at twenty-two percent (22%) off the published list price for all equipment covered.
- b. Ednetics One Support coverage includes technical support for existing equipment, software and configurations and may be purchased from Ednetics under a separate Agreement.

- 20. Limitation of Liability.** Ednetics shall not be liable or responsible for any of the following: (a) unauthorized access to Customer owned equipment; (b) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (c) claims against Customer by any other party; (d) any bodily injury arising from causes beyond Ednetics reasonable control; (e) any damage to materials arising from causes beyond Ednetics reasonable control; and (f) any act or omission of any other party furnishing services to Customer, or the installation and/or removal of any and all equipment supplied by any other services provider. EDNETICS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER EDNETICS IS INFORMED OF THEIR POSSIBILITY.
- 21. Liability of Customer.** In the event any claim, demand, lawsuit or liability is made or assessed against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any all such claims, demands, causes of action and liability, including the payment of reasonable attorneys' fees to defend such action. Additionally, Customer shall reimburse Ednetics for damage to Service(s) including those due to any malfunction of any equipment provided by an entity other than Ednetics.
- 22. Transfer and Assignment.** Customer may not sell, assign or transfer any of Customers rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to customer.
- 23. Force Majeure.** Any delay, interruption, or nonperformance of any provision of this Agreement on the part of Ednetics caused by conditions beyond Ednetics reasonable control shall not constitute a breach of the Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).
- 24. Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if personally delivered by hand or (b) upon the third day after such notice is (i) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (ii) upon the first business day following deposit if sent by overnight delivery by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation received from the recipient's facsimile machine) of receipt by the recipient of such notice.

PLEASE COMPLETE NOTICE SECTION BELOW

Notices to Ednetics:

Ednetics, Inc.
Attn: Lisa Tucker
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 618-4050
F (208) 619-4161

With a copy to:

Ednetics, Inc.
Attn: Jenny George
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 777-4709
F (208) 777-4708

If to Customer:

- 25. Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Oregon and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the State of Oregon, as appropriate.
- 26. Non-Disclosure and Publicity.** Customer shall not disclose to any third party the terms and conditions of this Agreement without the prior written consent of Ednetics.
- 27. Entire Agreement.** This Agreement is the complete agreement between the Parties, concerning any non-telecommunications Service(s) provided by Ednetics hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
- 28. Severability.** In the event any of the terms of this Agreement or the applications of any such term shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.
- 29. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an Agreement. Facsimile signatures and electronic signatures (including electronically transmitted signed documents) shall be accepted and treated the same as an original.

Contract Acceptance

The parties have caused these Terms and Conditions to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.

By: _____
Name: _____
Title: _____
Date: _____

CUSTOMER

By: _____
Name: _____
Title: _____
Date: _____

Addendum No. 1
Internal Connections
IC-ORC509-17022019-1

This Addendum is entered into between Corvallis School District and Ednetics for the purpose of adding and/or changing negotiated terms and conditions to the Ednetics Internal Connections Agreement No. IC-ORC509-17022019-1 ("Agreement"). This Addendum, when signed by both Parties, becomes a part of the Agreement by reference.

The negotiated terms and conditions below add an additional Item (#30) to the General Terms and Conditions of Agreement No. IC-ORC509-17022019-1.

General Terms and Conditions

30. Non-Appropriation.

Notwithstanding any other provision of this Agreement, in the event the school board or district does not appropriate funds ("Non-Appropriation Event") for this Agreement, this Agreement may then be terminated by the Customer. Ednetics and Customer agree to work together to avoid a Non-Appropriation Event.

The parties have caused this Addendum to be executed by their respective duly authorized representatives as of the last date signed below ("Effective Date").

EDNETICS, INC.

By: _____

Name: _____

Title: _____

Date: _____

CUSTOMER

By: _____

Name: _____

Title: _____

Date: _____