

BROKEN ARROW PUBLIC SCHOOLS

Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: January 28, 2022

Contract/Agreement Vendor: E-Rate / Kellogg & Sovereign Consulting

Name of Vendor		
Riley Harpole	580-665-7177	
Contact Person		Phone Number
1101 Stadium Drive		
Address		
Ada	OK	74820
City	State	Zip
rharpole@kelloggllc.com		
Email address		
07/01/22 - 06/30/23		
Date of services		

IS THIS A NEW VENDOR? IF SO, PLEASE PROVIDE : W9 _____ And Vendor Registration _____

Person Submitting Contract/Agreement for Review: Alli Shehada COM - (030)
Name Site

Reason for Review: (New Agreement, Renewal...): New & Renewal Agreements

Audience/Group to benefit from Contract/Agreement: _____

Routing Approval: PLEASE SEND TO APPROPRIATE LEADERSHIP TEAM MEMBER BEFORE SENDING TO STACIE CHASE

Principal and Director or Administrator: _____
Signature

Does this Contract/Agreement utilize technology? No Yes

Has it been reviewed by the Chief Technology Officer? No Yes

If yes, Approved by: _____
(Signature) Technology /Approval

Leadership Team Member: _____
Signature

Funding Source: Bond, E-Rate, General Funds
Description OCAS Coding

Process: PLEASE FOLLOW ALL STEPS

1. The Contract/Agreement is reviewed and approved by site Principal/ Director/ Administrator.
2. If Technology related, the Contract/Agreement is reviewed and approved Technology.
3. Prepare Board Agenda Memorandum and attach to Contract/Agreement.
4. Begin the requisition process and place a comment in the Notes section that says, "Please hold req pending board approval on _____"
Date of Board Meeting
5. Attach this form with Contract/Agreement and Board Memo
6. **The appropriate Leadership Team Member will review and submit to the Contract Committee**
7. Keep copy for your records

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:30a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Stacie Chase. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



MEMORANDUM

To: Chuck Perry

From: Ashley Bowser

Date: February 7, 2022

Re: Kellogg & Sovereign Consulting – E-Rate

SUBJECT

Accept and approve the RENEWAL agreement between Broken Arrow Public Schools and E-Rate bid awarded vendors for the 2022-2023 school year. Accept and approve the annual renewal for multi-year MIBS & Firewall agreements between Broken Arrow Public Schools and Peak UpTime. Accept and approve the annual renewal for Internet Access agreement between Broken Arrow Public Schools and COX Business. Total cost to the District \$1,021,819.62 and will be paid with Bond and General funds less the E-Rate Discount. A. Bowser

ENCLOSURES/ATTACHMENTS

E-Rate Agreements
Bid Summary
Renewal Agreements

SUMMARY

E-Rate requires annual re-bid of all vendors wanting to participate in the program, including existing services. Accepted bid summaries and authorization is required by E-Rate after the bid closing date. All services listed are the awarded bid service contracts and two annual renewal contracts to Peak Uptime original multi-year contract and one COX Business renewal contract for Internet Access. The total dollar amount for each service will be discounted by a rate determined when the final certified package and award has been determined in April, 2022.

The following vendors will be submitted upon approval by the Board of Education:

Category One Items:

Cox Business: (Renewal Contract) Internet - \$ 69,120.00

Cox Business: (New Contract) WAN - \$198,960.00

Category Two Items:

Peak UpTime (New Contract) – UPS - \$26,150.40

Linear Communications (New Contract): Cabling - \$10,700.00

High Point (New Contract): Network Equipment & Installation - \$294,715.00

Peak Uptime (Renewal Contract): Firewall \$171,074.40

Peak Uptime (New Contract): MIBS (Management Information Base) \$68,160.00

FUNDING

Bond, E-Rate and General Funds

RECOMMENDATION

Approve

ACCEPTED BIDS SUMMARY AND AUTHORIZATION

I AUTHORIZE KELLOGG & SOVEREIGN® CONSULTING (K&S) TO INCLUDE THE REQUESTS LISTED BELOW ON OUR FORM 471 APPLICATION . I CERTIFY THAT I HAVE LISTED BOTH EXISTING AND NEW SERVICES ELIGIBLE FOR E-RATE DISCOUNT, I HAVE READ AND AGREE TO THE CERTIFICATIONS LISTED ON THE FCC FORMS 470 AND FORM 471, AND I UNDERSTAND THAT K&S WILL ONLY INCLUDE ITEMS LISTED BELOW ON OUR ERATE FORM 471.	
Form available electronically : www.kelloggllc.com	
Applicant: Broken Arrow Schools	
Completed by:	
Title:	E-RATE YEAR: FY2022
Signed:	DATE: 1/7/22

List below ALL items that you are accepting and want to include on your Form 471

#	Site <small>For services shared across the school district or library system, write "Shared"</small>	SHORT DESCRIPTION	SERVICE PROVIDER	TOTAL \$
1	District	WAN Services	Cox Business	\$198,960.00
2	District	UPS	Peak Uptime	\$26,150.40
3	District	Cabling	Linear	\$10,700.00
4	District	Networking	High Point	\$294,715.0
5	District	MIBS	Peak Uptime	\$68,160.00
6				
7				
8				
9				
10				
11				
12				

USE CONTINUATION SHEETS IF NECESSARY

Excel file of this worksheet can be downloaded from www.kelloggllc.com

RENEWAL OF MULTI-YEAR CONTRACTS AND/OR AGREEMENTS

List the MULTI-YEAR agreements that you are choosing to RENEW for 2022-23:

Service	Please list provider and Bandwidth
Internet Access	Cox Business (2) 5 Gbps
MIBS Firewall	Peak Uptime

We hereby agree to continue the terms and conditions set forth in the existing multi-year contracts and/or service agreements for the services as listed above.

The renewal is effective for the period July 1, 2022 – June 30, 2023.

School or Library Name: Broken Arrow Schools


Signed:

Printed Name:

Title:

Date:

E-RATE BID EVALUATION GRID

Organization Name:	Broken Arrow Public Schools		E-Rate Yr:	2022-23				
Prepared by:	Ashley Bonser		Title:	Chief Technology Officer				
Signature:			Date:	1/17/2022				
Description of Service:								
C1 - Win Districtwide - 1GB Only								
Service Provider	E-Rate Eligible Cost	Other Costs - Not Eligible	Price-Other Code	Price-Other Code	Proposed Quantities	Proposed Quantities	Technical Merit	Total Points
1 Windstream Enterprise	280,200.00		5	20	5	10	15	49.50
2 LightStream Networks	556,800.00		5,000	5	5	5	15	41.25
3 Dobson Technologies	497,664.00		5,000	5	5	10	15	47.02
4 GigPop Internet Technologies								0.00
5 WANRack	118,404.00		0.000	5	5	5	15	46.90
6 Cox Business	179,340.00		5,000	20	10	15	20	48.52
7 Tahoee Network Infrastructure	118,820.00		0.000	5	5	5	15	46.00
8								0.00
9								0.00
10								0.00

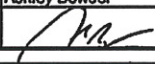
EVALUATION RATIONALE (Attach additional pages as necessary)
 The lowest bid was received from Windstream Enterprise for Tahoee Network Infrastructure at \$4,592,891. GigPop Internet Technologies did not bid the 1GB circuit, which is what is needed. Cox Business is the cheapest solution overall when avoiding special construction costs. Additionally, our prior experience with them makes them a superior choice in reliability. Note: Windstream was given a "2" under prior experience because of previous working relationship.

OUSF: 125% of LCRQB

146,0215.00

	Windstream Enterprise	LightStream Networks	Dobson Technologies	GigPop Internet Technologies	WANRack	Cox Business	Tahoee Network Infrastructure
1 Gbps	\$ 280,200.00	\$ 556,800.00	\$ 497,664.00	\$ 497,664.00	\$ 118,404.00	\$ 179,340.00	\$ 118,820.00
3 Gbps					\$ 216,540.00	\$ 216,540.00	
5 Gbps					\$ 253,740.00	\$ 253,740.00	
10 Gbps	\$ 693,760.00	\$ 556,800.00	\$ 497,664.00	\$ 439,680.00	\$ 118,404.00	\$ 382,080.00	\$ 139,600.00
15 Gbps			\$ 593,664.00		\$ 118,404.00		
20 Gbps				\$ 499,200.00	\$ 118,404.00	\$ 663,320.00	
30 Gbps				\$ 499,200.00	\$ 118,404.00	\$ 952,320.00	
40 Gbps				\$ 518,400.00	\$ 118,404.00	\$ 1,152,000.00	
100 Gbps			\$ 1,186,644.00		\$ 118,404.00		
Notes	Leased Equipment extra		Not including fees on bid, 60 month bid other options available	Can mix and match circuits in special construction cost			\$4,592,891 in special construction charges

E-RATE BID EVALUATION GRID

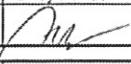
Organization Name:	Broken Arrow Public Schools	E-Rate Yr:	2022-23
Prepared by:	Ashley Bowser	Title:	Chief Technology Officer
Signature:		Date:	1/4/2022

Description of Service:		UPS								
Service Provider	E-Rate Eligible Costs	Other Costs - Not Eligible	Price-Erate	Price-Other Costs	Prior Experience	Personnel Qualifications	Responsiveness	Technical Merit	Total Points	
<i>Points Possible for Each Bid</i>			30.000	5	20	10	15	20	100	
1	Questivity	24,914.88	30.000	5.000	10	5	5	10	65.000	
2	Linear	34,320.00	21.779	5.000	10	10	15	20	61.779	
3	Craig's PC Sale Service	39,451.68	18.946	5.000	10	5	10	10	68.946	
4	Peak Uptime	26,150.40	28.583	5.000	20	10	15	20	68.583	
5	Chickasaw Telecom	29,475.20	25.358	5.000	10	5	10	10	65.358	
6	United Systems	30,956.75	24.145	5.000	10	5	10	10	64.145	
7	Adira	33,072.00	22.801	5.000	10	5	10	10	62.801	
8	High Point Networks	32,112.00	23.276	5.000	15	10	15	20	68.276	
9									0.000	
10									0.000	

31,143.60

EVALUATION RATIONALE (Attach additional pages as necessary)
 Our selection is Peak Uptime based on price and prior experience.

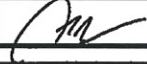
E-RATE BID EVALUATION GRID

Organization Name:	Broken Arrow Public Schools	E-Rate Yr:	2022-23
Prepared by:	Ashley Bowser	Title:	Chief Technology Officer
Signature:		Date:	1/4/2022

Description of Service:		Cabling + Enclosures for Access Points							
Service Provider	E-Rate Eligible Costs	Other Costs - Not Eligible	Price-Erate	Price-Other Costs	Prior Experience	Personnal Qualifications	Responsiveness	Technical Merit	Total Points
<i>Points Possible for Each Bid</i>			30.000	5	20	10	15	20	100
1	Questivity								
2	Linear	10,700.00	24.235	5.000	20	10	15	20	94.235
3	Craig's PC Sale Service	8,643.89	30.000	5.000	10	5	10	10	70.000
4	Peak Uptime	11,678.72	22.204	5.000	20	10	15	20	92.204
5	Chickasaw Telecom								
6	United Systems	21,342.68	12.150	5.000	10	5	10	10	52.150
7	Adira								
8	High Point Networks	14,320.00	18.109	5.000	15	10	15	20	83.109
9									0.000
10									0.000

EVALUATION RATIONALE (Attach additional pages as necessary)
 Questivity, Chickasaw Telecom, Adira all did not bid cabling along with the enclosures needed. Thus, they were not scored. Even though Craig's PC Sale Service was slightly cheaper, our selection is with Linear because their cost is competitive and our prior experience both with their installations and their experience with our network make them a superior choice.

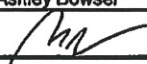
E-RATE BID EVALUATION GRID

Organization Name:	Broken Arrow Public Schools	E-Rate Yr:	2022-23
Prepared by:	Ashley Bowser	Title:	Chief Technology Officer
Signature:		Date:	1/4/2022

Description of Service:		Switches, access points, and accessories							
Service Provider	E-Rate Eligible Costs	Other Costs - Not Eligible	Price-Erate	Price-Other Costs	Prior Experience	Personnel Qualifications	Responsiveness	Technical Merit	Total Points
<i>Points Possible for Each Bid</i>			30.000	5	20	10	15	20	100
1	Questivity	418,942.34	21.104	5.000	10	5	5	10	66.104
2									
3	Craig's PC Sale Service	403,059.11	21.936	5.000	10	5	10	10	61.936
4	Peak Uptime	431,743.16	20.478	5.000	20	10	15	20	80.478
5									
6	United Systems	349,686.12	25.284	5.000	10	5	10	10	65.284
7	Adira	329,667.00	26.819	5.000	10	5	10	10	66.819
8	High Point Networks	294,715.00	30.000	5.000	15	10	15	20	95.000
9									0.000
10									0.000

EVALUATION RATIONALE (Attach additional pages as necessary)
 Our selection is High Point Networks. Their cost is significantly less and we have prior experience with personnel in the organization, so their reliability is high.

E-RATE BID EVALUATION GRID

Organization Name:	Broken Arrow Public Schools	E-Rate Yr:	2022-23
Prepared by:	Ashley Bowser	Title:	Chief Technology Officer
Signature:		Date:	1/4/2022

Description of Service:	MIBS - Yearly for 22-23 School Year
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Service Provider	E-Rate Eligible Costs	Other Costs - Not Eligible	Price-Erate	Price-Other Costs	Prior Experience	Personnel Qualifications	Responsiveness	Technical Merit	Total Points
<i>Points Possible for Each Bid</i>			30.000	5	20	10	15	20	100
1									0.000
2									0.000
3									0.000
4 Peak Uptime	68,160.00		30.000	5.000	20	10	15	20	100.000
5									0.000
6									0.000
7									0.000
8 High Point Networks	145,000.00		14.102	5.000	15	10	15	20	79.102
9									0.000
10									0.000

EVALUATION RATIONALE (Attach additional pages as necessary)
 Our selection is Peak Uptime because of cost and prior work relationship.

Special Conditions

Term. Notwithstanding anything to the contrary in this Agreement, Cox and Customer acknowledge that the Initial Term of this Agreement is 1 year beginning July 1, 2022 and ending June 30, 2023 with 2 separate 1 year renewal terms which may be exercised at any time upon mutual written agreement of the parties. Notwithstanding anything to the contrary contained in this Agreement, the auto renewal provisions set forth in the Service Terms do not apply.

Upgrades. Customer may upgrade the Services or add new locations upon written request to Cox (and subject to Cox's written acceptance) at the listed bandwidth and corresponding prices stated in Exhibit B. Taxes and fees are additional and will be separately stated on Customers invoice.

SLA. The Service Legal Agreement attached as Exhibit C is incorporated into the Agreement.

Promotion Details

This Commercial Services Agreement (the "Agreement") includes (i) this paragraph, the language above and Exhibit A (collectively, the "Service Terms"); (ii) the terms and conditions set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms") and (iii) any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides set forth at <http://ww2.cox.com/business/voice/regulatory.cox> ("SG"), State and Federal regulations, the Cox Acceptable Use Policy (the "AUP"), and Cox's Internet Service Disclosures located at www.cox.com/internetdisclosures. Exhibit A is attached to and incorporated into this Agreement by this reference. Customer acknowledges receipt and acceptance of the Service Terms (including Exhibit A), the AUP, General Terms, and all other referenced terms and conditions by signing this Agreement. By signing this Agreement, Customer accepts that any and all disputes arising out of, relating to or concerning this Agreement and/or the Services shall be resolved through mandatory and binding arbitration unless Customer opts out pursuant to the Dispute Resolution Provision in the General Terms. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this Agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. Customer acknowledges that it has read and understands the 911 disclosures in Section 2 of the Service Terms. By signing this Agreement, you represent that you are the authorized Customer representative.

Customer Authorized Signature	CoxCom, LLC., Cox Oklahoma Telcom, LLC Signature
Signature:	Signature: <i>Jason Ludwig</i>
Print:	Print: Jason Ludwig
Title Position:	Title Position: Sales Director
Date:	Date: 1/26/2022

EXHIBIT A

1. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>.

2. Service Start Date and Term The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth above in the Service Terms. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

3. Termination Customer may terminate any Service before the end of the Term selected by Customer above in the Service Terms upon at least thirty (30) days written notice to Cox; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of months, including partial months, remaining in the Term. Cox may terminate this Agreement without liability at any time prior to installation of Services if Cox determines that Customer's location is not reasonably serviceable or there is signal interference with any Cox Service(s) according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. If Customer terminates this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. This provision survives termination of the Agreement.

4. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

5. Service and Installation Cox shall provide Customer with the Services identified above in the Service Terms and may also provide

related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. If Cox Equipment is not returned to Cox after termination or disconnection of Services, Customer shall be liable for the Cox Equipment costs. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

6. General Terms The General Terms are hereby incorporated into this Agreement by reference. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

7. LIMITATION OF LIABILITY IN ADDITION TO ANY OTHER LIMITATIONS ON LIABILITY CONTAINED IN THE AGREEMENT, NEITHER COX NOR ANY COX RELATED PARTY SHALL BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, OR FOR ANY LOSS OF DATA OR STORED CONTENT, IDENTITY THEFT, OR FOR ANY PROBLEM WITH THE SERVICES OR EQUIPMENT OF ANY THIRD PARTY, NOR SHALL COX NOR ANY COX RELATED PARTY BE RESPONSIBLE FOR FAILURE OR ERRORS OF ANY COX SERVICE, COX EQUIPMENT, SIGNAL TRANSMISSION, LICENSED SOFTWARE, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. NEITHER COX NOR ANY COX RELATED PARTY WILL BE LIABLE FOR DAMAGE TO PROPERTY OR FOR PHYSICAL INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX OR ANY COX RELATED PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR PROVISION OF THE SERVICES.

8. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. COX DOES NOT GUARANTEE THAT SERVICE CAN BE PROVISIONED TO CUSTOMER'S LOCATION, OR THAT INSTALLATION OF SERVICE WILL OCCUR IN A SPECIFIED TIMEFRAME. COX DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT WILL MEET CUSTOMER'S NEEDS, PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE, OR WILL BE UNINTERRUPTED, ERROR-FREE, SECURE, OR FREE OF VIRUSES, WORMS, DISABLING CODE OR THE LIKE. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

9. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performance licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.

Exhibit B

Broken Arrow Public Schools

Lit Fiber Internet

Contract Term	Bandwidth	MRC	One-Time Construction
5 Years	2Gb	\$1980	\$0
5 Years	4Gb	\$2790	\$0
5 Years	5Gb	\$2880	\$0
5 Years	10Gb	\$5100	\$0
5 Years	20Gb	\$5870	\$0
5 Years	30Gb	\$6745	\$0
5 Years	50Gb	\$8050	\$0



**Cox Optical Internet
Service Level Agreement**

1. **Scope.** This Service Level Agreement (“SLA”) is incorporated into the Commercial Services Agreement or Master Services Agreement (“Agreement”) by and between Cox and Customer, each as defined in the Agreement. The performance standards and service levels set forth in this SLA are Cox’s objectives with respect to the Cox Optical Internet Services (“COI Services”) provided to the Customer.

2. **COI Service Availability.** Cox’s objective is to make the COI Services available for Customer’s use at least (i) Ninety-Nine and Ninety-Nine One-Hundredths Percent (99.99%) of the time with respect to the on-net portion of the circuit and (ii) Ninety-Nine and Nine-Tenths Percent (99.9%) of the time with respect to the portion of COI Services or circuits obtained by Cox from third party carriers, commonly known as “Type II” (collectively and individually, (i) and (ii) shall be referred to as “COI Service Availability”). COI Service Availability, is the ability to transmit data from the Cox demarcation point at the Customer location to a Regional Data Center (“RDC”) on the Cox IP backbone. COI Service Availability does not mean the Customer will be able to reach any site or user on the Internet, nor does it mean any site or user on the Internet can reach the Customer, as there are many factors, outside of Cox’s control, that can affect an end-to-end connection. The COI Service Availability is calculated by dividing the number of minutes that the COI Services are available for Customer’s use by the total number of minutes in any calendar month multiplied by one hundred (100). Unavailability of the COI Services due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the COI Service Availability objective. For example, if the COI Services experience an outage for one (1) day due to a Force Majeure event, and otherwise experience no other outage or COI Service Interruption during the applicable month, Cox will be deemed to have met the COI Service Availability performance standard and no Service Credit(s) (as defined below) will be provided.

3. **COI Service Interruption.** A “COI Service Interruption” is a loss of signal to the Customer that results in a total disruption of COI Service beyond the COI Service Availability level. Any COI Service Interruption, outage, degradation of COI Service, or failure to meet any objective stated in this SLA is not a default or breach under the Agreement, but may entitle Customer to a Service Credit (as defined below) for a qualifying COI Service Interruption. A COI Service Interruption period begins when Customer makes a Trouble Report (as defined below) to Cox’s Network Operations Center (“NOC”) under the methods and procedures set forth in Section 7 of this SLA and ends when Cox restores the COI Services to Customer.

4. **COI Service Response and Resolution.** In the event Cox receives a Trouble Report (defined below) from Customer, Cox will initiate action to clear the trouble within approximately thirty (30) minutes. If the Trouble Report is the result of an electronic component failure, the estimated restoration time is four (4) hours. If the Trouble Report is the result of a cable or fiber failure or any other issue, the estimated restoration time is eight (8) hours.

5. **Service Credits.** The following are each types of “Service Credits” which may be available to Customer as described below and subject to all limitations in the SLA, including Section 9:

(a) **COI Service Interruption Service Credit.** The available Service Credit for a COI Service Interruption is identified in the table below as a percentage of the monthly recurring charge (“MRC”) for the portion of the affected COI Services experiencing a qualifying COI Service Interruption. Service Credits are not cumulative (e.g. if a qualifying COI Service Interruption lasted 20 hours, Customer will receive a credit equal to 20% of the MRC for the portion of the COI Services experiencing a COI Service Interruption, but Customer does not also receive a separate Service Credit for the “≥ 30 min. to <4 hours”, “≥ 4 hours to < 8 hours” and “≥ 8 hours to < 16 hours” timeframes identified in the table below.) The amount of the Service Credit shall be as follows:

<i>COI Services Interruption Length</i>	<i>Credit of the MRC for the portion of COI Services experiencing a COI Service Interruption</i>
≥ 30 min. to < 4 hours	5% of applicable MRC
≥ 4 hours to < 8 hours	10% of applicable MRC
≥ 8 hours to < 16 hours	15% of applicable MRC
≥ 16 hours to < 24 hours	20% of applicable MRC
≥ 24 hours	25% of applicable MRC

(b) **Network Latency Service Credit.** Network Latency, as it relates to COI Services, is defined by Cox as the round-trip delay for a packet to travel between two Regional Data Centers (“RDCs”) on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network (“Network Latency”). The average monthly round-trip delay is measured in milliseconds. The Cox Network Latency Service Level for COI Service is Fifty (50) milliseconds or less. Network Latency due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Network Latency. Network performance statistics and methodology related to the Cox Network Latency for COI Service are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>.

If the Cox Network Latency Service Level for COI Service is greater than fifty (50) Milliseconds in a calendar month, the available Service Credit equals Ten Percent (10%) of the MRC for the affected COI Services for any Network Latency in a calendar month.

(c) **Data Delivery Service Credit.** Data Delivery Rate, as it relates to COI Services, is defined by Cox as the percentage of packets delivered during a transmission between two RDCs on the Cox IP backbone, averaged on a monthly basis across all RDCs and IP peering locations on the Cox IP backbone network

("Data Delivery Rate"). The average monthly packet delivery is measured in percentage of packets delivered per One Hundred (100) and shall be Ninety-Nine and Nine-Tenths Percent (99.9%) or greater, averaged on a monthly basis. Non-delivery of packets due to the reasons or causes set forth in Section 9 of this SLA shall not be included in determining whether Cox has met the applicable performance standard for Data Delivery Rate.

Network performance statistics and methodology related to the Cox Data Delivery Rate for COI Services are posted at the following location:

<https://www.cox.com/business/networking/svpn.html>

If the Data Delivery Rate for COI Services in a calendar month is less than Ninety-Nine and Nine-Tenths Percent (99.9%), the available Service Credit equals Ten Percent (10%) of the MRC for portion of the affected COI Services for any Data Delivery Rate issues in a calendar month.

6. **Chronic Outage.** If three (3) or more separate times during a thirty (30) consecutive day period, the COI Services experience a COI Service Interruption for a period greater than eight (8) consecutive hours, ("Chronic Outage") subject to Section 9 below, Customer may terminate the affected circuit(s) without charge or payment of any termination charges otherwise provided in the Agreement; provided Customer complies with the notification process described in this Section 6. Within thirty (30) days of the occurrence of the third Chronic Outage, Customer shall notify Cox in writing of its election to terminate the circuit(s) and the circuit(s) shall be terminated upon Cox's receipt of such notice. If Customer fails to notify Cox within thirty (30) days of the third Chronic Outage, of its intent to terminate the circuit(s), then Customer shall be deemed to have waived its right to terminate the circuit(s) under this Section 6 until the occurrence of a subsequent Chronic Outage, if any. Upon termination under this Section 6, neither party shall have any further rights, obligations, or liabilities to the other party with respect to such terminated affected circuit(s), except those accrued through the termination date, and that expressly survive termination of this Agreement.

7. **Customer Responsibilities / Trouble Reports.** Cox will maintain a twenty-four (24) hour, seven (7) day a week point-of-contact for Customer to report COI Service troubles, including COI Service Interruptions, Network Latency, and Data Delivery Rate issues. Customer shall call Trouble Reports to the telephone number provided by Customer's local market sales representative. A "Trouble Report" means any report made by Customer to Cox relating to the COI Services or the equipment provided by Cox.

Cox will investigate the Trouble Report and assign a trouble ticket number. To qualify for any Service Credit(s), Customer must request, in writing, a Service Credit within thirty (30) calendar days of a qualifying Trouble Report. Cox will be the only party to determine (in its sole discretion) whether Cox has not met any of the SLA terms specified herein and whether a Service Credit is to be issued. Customer shall cooperate with Cox at all times in testing, determining and verifying that a qualifying COI Service Interruption, Network Latency, and/or Data Delivery Rate issue has occurred.

8. **COI Service Installation Delays**

(a) **COI Service Installation and Availability.** Cox will make commercially reasonable efforts to install, provision and make the COI Services available for Customer's use within ten (10) business days of the installation date if explicitly defined in the Agreement, if any ("Estimated Install Date"). COI Service shall be deemed as available upon Cox's installation of the equipment and facilities necessary to provide Customer the COI Services.

(b) **Installation Delay Credit.** Cox shall provide Customer with an Installation Delay Credit if the COI Services are not available for Customer's use within ten (10) business days of the Estimated Install Date. In this event, Cox will provide an "Installation Delay Credit" of One Hundred Percent (100%) off the standard nonrecurring charge ("NRC") paid by Customer for the portion of the COI Service that was unavailable. This Installation Delay Credit shall apply only to Cox standard NRCs and shall not apply to construction or other non-standard charges billed to Customer that are associated with providing COI Services to Customer.

(c) **Exceptions to Installation Delay Credits.** Installation Delay Credits shall not be provided for installation delays (i) caused by or requested by Customer, its employees, agents or subcontractors; (ii) due to inabilities or difficulties of Cox to access Customer's premises; (iii) due to the public utility company restricting Cox's access to necessary conduits or wiring in Customer's building or property; (iv) due to any delays in obtaining any necessary permits, licenses, pole attachment agreements, rights of way, or other access or property rights; (v) due to any causes addressed in Section 9; or (vi) due to Force Majeure events.

9. **Exceptions and Limitations to Service Credit**

(a) **Exceptions.** Service Credits shall not be provided for any COI Service Interruptions or failures to meet the COI Service Availability, Data Delivery Rate, or Network Latency objectives, estimated restoration time, Estimated Install Date, or any other term specified in this SLA: (i) caused by Customer, its employees, agents or subcontractors; (ii) due to failure of power or other equipment provided by Customer or the public utility company supplying power to Cox or Customer; (iii) during any period in which Cox is not allowed access to the premises of Customer to access Cox equipment; (iv) due to scheduled maintenance and repair; (v) caused by or due to violations of the Cox Acceptable Use Policy or any misconduct or accident of the Customer; (vi) caused by a loss of service or failure of the Customer's internal wiring or other Customer equipment; (vii) due to Customer's failure to release the COI Service for testing and/or repair to Cox; or (viii) due to Force Majeure events. For purposes of this SLA, Force Majeure shall mean (i) third party cable cuts, acts of God, fire, flood, or other natural disaster; (ii) laws, orders, rules, regulations, directions, or actions of governmental authorities having jurisdiction over the COI Services; (iii) any civil or military action including national emergencies, riots, war, civil insurrections or terrorist attacks; (iv) taking by condemnation or eminent domain of a party's facilities or equipment; (v) strikes or labor disputes; (vi) fuel or energy shortages; (vii) delays in obtaining permits or other approvals from governmental authorities for construction or COI Services provisioning, or (viii) any other causes beyond the

reasonable control of Cox. In addition, Service Credits shall not apply (a) if Customer is entitled to any other available credits, compensation or remedies under the Agreement for the same COI Service Interruption, deficiency, degradation, delay, or issue (b) for COI Service Interruptions, deficiencies, degradations, delays, or issues not reported by Customer to Cox within a reasonable period of time, not to exceed thirty (30) days from when it started, (c) where Customer reports a COI Service Interruption, Network Latency and/or Data Delivery Rate issue, but Cox does not find any such issue, (d) to any Service locations served via a third party (i.e. Type-II site), or (e) to any service not provided under the Agreement even if the service is provided by a Cox affiliate or subsidiary. For any COI Service locations served via a third party, Cox may pass through any COI Service credits it receives from the third party associated with any COI Service Interruption not to exceed the Service Credit amount.

(b) **Limitations.** With respect to all Service Credits under this SLA, no Service Credits shall be issued if: (i) Customer is in breach of its Agreement with Cox; (ii) Customer has a past due balance with Cox under the Agreement; or (iii) Customer is otherwise not in good financial standing with Cox. In addition, in any calendar month, Customer's combined Service Credits for Network Latency and Data Delivery Rate shall not exceed ten percent (10%) of the MRC for the affected COI Services. Furthermore, in any calendar month, Customer's combined Service Credits for any and all issues, including, without limitation, Network Latency, Data Delivery Rate, Service Interruptions, and Installation Delay Credits shall be no more than one (1) full MRC for the affected COI Services. The calculation of credits under this SLA are exclusive of any applicable taxes, fees, or surcharges charged to the Customer or collected by Cox. All claims for Service Credits must be initiated by the Customer and are subject to review and verification by Cox. Cox reserves the right to change or modify the SLA program rules and regulations at any time without notice. For the avoidance of doubt, Cox and Customer agree that Customer's sole and exclusive remedy for any COI Service Interruptions, installation delays, missed Data Delivery Rate, missed Network Latency, missed repair objectives, service degradations, or any other outages or issues related to the COI Services provided under the Agreement shall be strictly limited to the Service Credits or the Installation Delay Credit, as applicable, as set forth in this SLA.

CONTRACT FOR E-RATE PRODUCTS AND/OR SERVICES FY2021-22

APPLICANT	Broken Arrow Public Schools	PROVIDER	High Point Networks
Contact Name	Ali Shehada	Contact Name	Greg McKillip
Contact Email	ashehada@baschools.org	Contact Email	Greg.McKillip@highpointnetworks.com
Address	701 S Main Street	Address	8211 E Regal Pl Suite 100
City, ST, Zip	Broken Arrow, OK	City, ST, Zip	Tulsa, OK 74133
USAC BEN	140044	USAC SPIN	#143032077
FCC Form 470 #	220002681	Bid #	210002839
E-Rate RFP #	BROK-2022-C2	Bid Amount \$	\$294,715.00 \$6855 Not Eligible
Number of annual renewals allowed for this agreement:		1	

SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider's Bid and incorporated with the Applicant's E-Rate RFP and FCC Form 470 as listed above.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this contract shall commence on or after July 1, 2021 and shall terminate on (a) June 30, 2022 for recurring services or (b) September 30, 2022 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant's written notice to proceed.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

For Applicant:

For Provider:

Applicant Signature	Date	Signed Greg McKillip	1/7/2021
Printed Name:		Provider Signature	Date
Title:		Printed Name: Greg McKillip	
		Title: Account Manager	

PROPOSAL



PROPOSAL NAME: Erate 2022- HW

PROPOSAL DATE: January 07, 2022

▶▶ **PREPARED FOR:**
Broken Arrow Public Schools
Ali Shehada

701 South Main St.
Broken Arrow, OK 74012


ashehada@baschools.org

▶▶ **PREPARED BY:**
Greg McKillip
High Point Networks, LLC.


Direct/Mobile/Fax: 918-527-8264

greg.mckillip@highpointnetworks.com

 877.850.6459

 www.HighPointNetworks.com

 sales@highpointnetworks.com

 Summary

Broken Arrow Public Schools
Switch, Wireless and UPS Installation SOW

HPN Responsibilities: SPIN 143032077

- Dedicated project management
- Discovery
- Install latest recommended firmware on all switches and access points
- Configuration setup and configure switches with HPN best practices
- Configuration migration from existing switches including:
 - VLANs
 - IP routes and protocols
 - Bootp/DHCP relay
 - Link Aggregation Groups
 - Access Control Lists
 - LLDP configuration
 - Stacking configuration
- Enable SSH access on all switches / disable telnet
- Configure and enable SNMPv3 / disable SNMPv1 and SNMPv2
- Installation of battery backups (UPS) in MDF/IDF locations
 - To be performed at time of switch installation
- Physical installation of switches
 - 1-for-1 port swap, matching existing VLAN configuration for each port
 - Cable management
- Adoption and configuration of wireless access points- up to 3 SSID's
- Add switches into existing NMS, if available

Installation Support

- After Hours Cutover and verification
- Troubleshooting
- Day 1 Support

Client Responsibilities:

- Register a support account ahead of time
- Provide the following information:
 - Internal DNS Server IPs
 - Internal NTP server IPs and hostnames
- Provide remote access with Bomgar for after installation troubleshooting
- If available, provide a network map of existing installation
- Any documentation that would aid in the configuration of the new switches and access points. This could include, but is not limited to:
 - Port VLAN information
 - VLAN names and tags
 - IP subnets and routing
 - SNMP configuration
 - Wireless SSID names
- Identify any VLAN, IP subnet, or other network changes that should be made at time of installation

Erate 2022- HW

Quote Information:

Quote #: 114364

Version: 3

Delivery Date: 01/07/2022

Expiration Date: 01/31/2022

-
- Grounding for Racks in the IDF/MDF closet
 - All patch cables required for connection to switches in patch locations and AP location

Exclusions:

- Anything not explicitly mentioned in this proposal



Quote Information:

Quote #: 114364
 Version: 3
 Delivery Date: 01/07/2022
 Expiration Date: 01/31/2022

Erate 2022- HW

OK State Contract SW1006E
 SPIN 143032077

Extreme Products

Qty	Item	Description	Price	Ext. Price
55	10099	Power Cord 15A USA NEMA 5-15 C15	\$15.00	\$825.00
14	10313	40 Gigabit Ethernet QSFP Plus Passive Copper Cable Assembly 3m Length	\$265.00	\$3,710.00
13	20G-DACP-SFPDD2SFP3M	20G Passive DAC SFPDD to 2xSFP 3M	\$325.00	\$4,225.00
24	5420F-48P-4XE	ExtremeSwitching 5420F 48 10/100/1000BASET FDX/HDX PoE+ 2 stacking/SFP-DD 4 10G unpopulated SFP+ MACsec capable internal fixed PSU fans 1 unpopulated modular PSU slots. Includes 1 year XIQ Pilot clou	\$3,500.00	\$84,000.00
1	5520-24X	ExtremeSwitching 5520 24 1Gb/10Gb SFP+ Ports 2 Stacking/QSFP28 1 Unpo5520-24Tn Modules 2 Unpopulated Modular PSU Slots (Includes 1 Year XIQ Pilot Cloud Subscription)	\$5,300.00	\$5,300.00
29	5520-48W	ExtremeSwitching 5520 48 10/100/1000BASET FDX/HDX 802.3bt 90W PoE 2 Stacking/QSFP28 1 Unpopulated VIM Slot MACsec Capable includes 3 Fan Modules 2 Unpopulated Modular PSU Slots (Includes 1 Year XIQ Pi	\$3,590.00	\$104,110.00
29	5520-VIM-4X	5520 Versatile Interface Module with 4 x 10Gb SFP+ Ports	\$535.00	\$15,515.00
32	AP4000-VWV	Indoor Tri Radio Wi-Fi 6E AP 2.4 GHz 5 GHz 6 GHz & Multirate Port. Integrated Light Power Sensors BLE/Zigbee AI/ML Green Mode INT Antennas T-Bar Incl Mt (AH-ACC-BKT-AX-TB) Domain: World SKU	\$405.00	\$12,960.00
29	XN-ACPWR-1100W-FB	1100W AC PoE Power Supply - Front to Back Airflow	\$525.00	\$15,225.00
2	XN-ACPWR-350W-FB	350W AC Power Supply - Front to Back Airflow	\$325.00	\$650.00

Subtotal: \$246,520.00

Extreme Maintenance

Qty	Item	Description	Price	Ext. Price
		97000 is 100% Erate Eligible (SW) Erate Eligible (HW)	97304 is 0%	
1	97000-5000-PRMR-LIC	EW Software & TAC - 5000-PRMR-LIC COTERM: This Term: 365 Days 100% Eligible	\$135.00	\$135.00
24	97000-5420F-48P-4XE	EW Software & TAC - 5420F-48P-4XE COTERM: This Term: 365 Days 100% Eligible	\$326.00	\$7,824.00
29	97000-5520-VIM-4X	EW Software & TAC - 5520-VIM-4X COTERM: This Term: 365 Days 100% Eligible	\$51.00	\$1,479.00
1	97000-5520-24X	EW Software & TAC - 5520-24X COTERM: This Term: 365 Days 100% Eligible	\$498.00	\$498.00



Quote Information:

Quote #: 114364
 Version: 3
 Delivery Date: 01/07/2022
 Expiration Date: 01/31/2022

Erate 2022- HW

Extreme Maintenance

Qty	Item	Description	Price	Ext. Price
29	97000-5520-48W	EW Software & TAC - 5520-48W COTERM: This Term: 365 Days 100% Eligible	\$351.00	\$10,179.00
1	97304-5520-24X	EW EDU NBD Part Only - 5520-24X COTERM: This Term: 365 Days 0% Eligible	\$158.00	\$158.00
29	97304-5520-48W	EW EDU NBD Part Only - 5520-48W COTERM: This Term: 365 Days 0% Eligible	\$157.00	\$4,553.00
29	97304-5520-VIM-4X	EW EDU NBD Part Only - 5520-VIM-4X COTERM: This Term: 365 Days 0% Eligible	\$40.00	\$1,160.00
24	97304-5420F-48P-4XE	EW Edu NBD Part Only -5420F-48P-4XE COTERM: This Term: 365 Days 0% Eligible	\$41.00	\$984.00
\$6855 Not Erate Eligible				

Subtotal: \$26,970.00

HPN Service Bundle

Qty	Item	Description	Price	Ext. Price
1	PROSERVE-PKG	High Point Networks Professional Services defined in the pdf online or above in this document	\$21,225.00	\$21,225.00

Subtotal: \$21,225.00

Erate 2022- HW

Prepared for:

Broken Arrow Public Schools
 Attn: Ali Shehada
 701 South Main St.
 Broken Arrow, OK 74012

Prepared by:

High Point Networks, LLC
 Greg McKillip
 Direct: 918-527-8264
 greg.mckillip@highpointnetworks.com



Quote Summary

Description	Amount
Extreme Products	\$246,520.00
Extreme Maintenance	\$26,970.00
HPN Service Bundle	\$21,225.00

Total: \$294,715.00

For questions related to your quotation, please contact us using the information above. By signing below, the undersigned accepts High Point Networks Master Service Agreement and represents that he or she is authorized to execute the agreement on behalf of the customer. Acceptance of the quote online is considered acceptance of an offer and binding. All quotes are subject to shipping costs that may not be listed on the quote. Prices quoted are valid for 30 days from Quotation Date. Limitation of Liability for Consequential Damages. High Point Networks, LLC shall not be liable for any indirect, incidental, consequential, exemplary, or punitive damages of any kind or nature. All product will be invoiced once confirmation of shipment is received. All licensing and subscription orders will be invoiced immediately upon customer approval. Payment for all other orders are due in 30 days subject to credit approval. Credit card usage as a form of payment may be accepted on pre-approval basis and may be subject to a convenience fee. "Optional" items on the above quote are not included in the total pricing at the bottom of the quote. This offer to sell the listed products is subject to product availability and High Point Networks standard terms and condition and prices are subject to change without notice. Please consult your Account Representative prior to placing an order for timely, updated pricing. High Point Networks reserves the right to adjust pricing based on any error or omission. Note: Once product is ordered and shipped there is NO right of return and may be subject to a restocking fee. Product cannot be returned if ordered in error. Product cannot be returned if next generation product has been released.

Signature _____

Date _____

CONTRACT FOR E-RATE PRODUCTS AND/OR SERVICES FY2022-23

APPLICANT	Broken Arrow School District 3	PROVIDER	Linear Communications
Contact Name	Ashley Bowser	Contact Name	Roger Ayers
Contact Email	agbowser@baschools.org	Contact Email	rogerayers@linearcomm.com
Address	701 S Main St.	Address	1813 W. Detroit St.
City, ST, Zip	Broken Arrow, OK. 74012	City, ST, Zip	Broken Arrow, OK. 74012
USAC BEN	140044	USAC SPIN	143048500
FCC Form 470 #	220002681	Bid #	1995
E-Rate RFP #	BROK 2022-C2	Bid Amount \$	\$10,700
Number of annual renewals allowed for this agreement:		Zero	

SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider's Bid and incorporated with the Applicant's E-Rate RFP and FCC Form 470 as listed above.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254, Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised for certain products and services. Provider submitted a bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the products and/or services bid.

The term of this contract shall commence on or after July 1, 2022 and shall terminate on (a) June 30, 2023 for recurring services or (b) September 30, 2023 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant's written notice to proceed.

If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the products and services disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the products and services covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

For Applicant:

Applicant Signature

Date

Printed Name:

Title:

For Provider:


Provider Signature

1/10/2022
Date

Printed Name:
Roger Ayers

Title:
Owner



1516 S. Boston Avenue Suite 211
Tulsa, OK 74119

We have prepared a quote for you

Firewall_BAPS_Year 3_2022_2023

Quote # LF006333 v1

Prepared for:
Broken Arrow Public Schools

Prepared by:
Lauren Fuhrman



Year 3		Price	Qty	Ext. Price
p100310	Managed Firewall - Yearly	\$4,200.00	12	\$50,400.00
p100310	60 Month Term - (2) Fortigate 3601_30G_Firewall_Yearly	\$10,056.20	12	\$120,674.40
Section Subtotal				\$0.00
Assumed 40% for the school:\$98,196.72				
Assumed 60% for ERATE:\$72,877.68				
Managed Firewall: \$50,400.00 -> \$35,784.00 eligible for the 60/40 - \$21,470.40 (erate) \$28,929.60 (school)				
Hardware: \$120,674.40 -> \$85,678.80 eligible for the 60/40 = \$51,407.28 (erate) \$69,267.12 (school)				
			Subtotal:	\$171,074.40



Rates and Fees

Peak UpTime Time & Materials Rates effective 07/01/2021

Professional Services/Tier 3		
On-Hours	Off-Hours	Holiday
270.00	405.00	540.00
Professional Services includes remote or on-site assistance by a Cloud Systems Engineer-Senior (CSES) . A CSES is an engineer who has proficiencies in multiple competencies and has between 12 and 20 years of experience. CSES assist with System Design Architecture, Project Consulting and serve as Technology Thought Leaders for our clients. CSES may also provide Tier 3 Escalations support for service issues.		
Installation and Configuration/Tier 2		
On-Hours	Off-Hours	Holiday
210.00	315.00	420.00
Installation and Configuration includes remote or on-site assistance by a Cloud Systems Engineer – Level 2 (CSE2) to provide services for new installations, modifications of existing configurations or Tier 2 Escalations troubleshooting of any systems component issues.		
Support Service/Tier 1		
On-Hours	Off-Hours	Holiday
180.00	270.00	360.00
Support Service includes remote assistance by a Cloud Systems Engineer – Level 1 (CSE1) to provide Tier 1 troubleshooting and remediation of issues, provide system scans, log monitoring, desktop support assistance and documentation of system changes.		

Budget Control

Peak UpTime provides clients Budget Control by the following methods:

- Time and Material** engagements (On-Demand) are reviewed at the end of each ticket by Accounting and Service Delivery for accuracy. Time entries are evaluated to verify that the work performed was not covered by an existing manufacturer or Peak UpTime Support Agreement. A client may request that a charge be removed for good cause which will begin an Audit process in which Peak Management will verify the accuracy to work performed.
- Fixed Fee Projects** will not vary from the contract cost unless both the Peak Project Manager and the Client agree to a variance in finances due to a change of Project Scope. Variances are documented via a Change Control Document.
- Block Time Agreements** allow the Client to pre-purchase a block of hours at a set, discounted rate to be used for any Time and Materials or Fixed Fee Project engagement(s) until the block has been drawn down to zero. Block Time Agreements may be replenished at any time at the agreed-upon discounted rate.



Support Services

Peak UpTime is committed to providing world-class support to our customers.

You can initiate a written service request in any the following ways:

- Email help@peakuptime.com
- Website www.peakuptime.com/support
- Portal cw.peakuptime.com/support

For SERVICE EMERGENCIES, please contact the Service Desk by telephone. For After-Hours support, please listen carefully to the audio prompts.

- Local 918-669-8000
- Toll Free 800-797-8388

Service Level Agreement (SLA)

Support Tier Levels

Tier	Description
1	The majority of support tickets are initiated and resolved by the Tier 1 Service Desk. Issues are identified, clearly documented, and basic troubleshooting is initiated.
2	Tickets are escalated to Tier 2 if the incident cannot be resolved by the Service Desk, or onsite support services are required.
3	All support incidents that cannot be resolved by the Service Desk or Tier 2 are escalated to our Tier 3 Support. Tier 3 is staffed with engineers who specialize in support of specific hardware/software systems to resolve the most complex issues.

Service Level Response

Priority	Description	Initial Response	Communication Mode	Update Frequency	Support Tier Escalation
1 Critical	Service unavailable – all users/functions impacted.	Within 30 minutes	Phone or Email	2 Hours	1 Hour
2 High	Significant degradation of service. Large numbers of users or business critical functions affected.	Within 1 hour	Phone or Email	4 Hours	2 Hours
3 Medium	Limited degradation of service. Limited users/functions affected.	Same Business Day	Phone or Email	Daily	1 Business Day
4 Low	Small service degradation. Business processes can continue, one user affected.	Within 24 hours	Phone or Email	2 Business Days	4 Business Days
MAC	Moves, Adds, Changes will be scheduled dependent on parts, labor and 3 rd party/carrier availability				

Service Desk Process Steps

1. Support Request is Received by the Service Desk
2. Trouble Ticket is Created
3. The appropriate Service Desk technician is assigned

If the issue can be resolved through the Service Desk

4. Tier 1 Resolution - issue is worked to successful resolution through the Service Desk
5. Quality Control- The assigned technician will confirm with the client that issue is resolved to their satisfaction
6. Trouble Ticket is closed, after complete problem resolution and details have been updated into the Ticketing System

If issue cannot be resolved by the Service Desk, and Tier 2 Engineer is needed

7. Issue is escalated to a Tier 2 Engineer
8. Assigned Tier 2 Engineer - Issue is worked to successful resolution
9. Quality Control- The assigned engineer will confirm with the client that issue is resolved to their satisfaction
10. Trouble Ticket is closed, after complete problem resolution and details have been updated into the Ticketing System

If issue cannot be resolved by the Tier 2 Engineer OR On-Site support is required

11. Issue is escalated for On-Site Support/Tier 3 Engineering
12. Onsite support is provided by a dispatch scheduled engineer

If issue can be resolved by On-Site Support/Tier 3 Engineer:

13. Onsite/Tier 3 Resolution - Issue is worked to successful resolution
14. Quality Control- The assigned engineer will confirm with the client that issue is resolved to their satisfaction
15. Trouble Ticket is closed, after complete problem resolution and details have been updated into the Ticketing System

Service Delivery Escalation

When to engage Peak UpTime Management

Our intent is for you to be fully satisfied with the service you receive from Peak UpTime. In the event that you are not satisfied with the progress of work on your ticket, or we have missed our published Service Level Agreements, please use the chart below to engage Peak Management.

Tier	Title	Name	Phone	Email
1	Service Desk Professional	SD Professional	800-797-8388	help@peakuptime.com
2	Manager – Service Desk	Candace Polhamus	918-591-2223	Candace.polhamus@peakuptime.com
3	Vice President – Service	Kelly Sutton	913-647-9120	Kelly.sutton@peakuptime.com
3	Vice President – Cloud	Matt Auld	918-591-2212	Matt.auld@peakuptime.com
3	Vice President - Sales	Brian Toone	913-647-9116	Brian.toone@peakuptime.com

Please allow at least 4 business hours before attempting to engage the next level to ensure we have had an opportunity to review your concerns. We look forward to working with you!