



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

APPLICANT		PROVIDER	
Organization	Broken Arrow School District	Company Name	Peak UpTime
Contact Name	Ali Shehada, Ashley Bowser	Contact Name	Lauren Fuhrman
Contact Email	<a href="mailto:ashehada@baschools.org">ashehada@baschools.org</a> <a href="mailto:agbowser@baschools.org">agbowser@baschools.org</a>	Contact Email	<a href="mailto:Lauren.Fuhrman@peakuptime.com">Lauren.Fuhrman@peakuptime.com</a>
Address	701 South Main Street	Address	1516 S. Boston Ave Suite 211
City, ST, Zip	Broken Arrow, OK 74012	City, ST, Zip	Tulsa, OK 74119
USAC BEN	140044	USAC SPIN	143031547
FCC Form 470 #	200002621	Bid #	3559
E-Rate RFP #	Broken Arrow OK RFP C2 2021	Bid Amount \$	\$39,006.00 - District
Number of annual renewals allowed for this agreement:		5 years – 2 <sup>ND</sup> year of 5 year renewal cycle	

## 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 (a) on or after July 1, 2021 and shall terminate on June 30, 2022 for recurring services or (b) on or after April 1, 2021 and shall terminate on 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

*Lauren Fuhrman*

1.27.2021

Provider Signature

Date

Printed Name:

Printed Name:  
Lauren Fuhrman

Title:

Title:  
Director of SLED

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

APPLICANT		PROVIDER	
Organization	Broken Arrow School District	Company Name	Peak UpTime
Contact Name	Ali Shehada, Ashley Bowser	Contact Name	Lauren Fuhrman
Contact Email	<a href="mailto:ashehada@baschools.org">ashehada@baschools.org</a> <a href="mailto:agbowser@baschools.org">agbowser@baschools.org</a>	Contact Email	<a href="mailto:Lauren.Fuhrman@peakuptime.com">Lauren.Fuhrman@peakuptime.com</a>
Address	701 South Main Street	Address	1516 S. Boston Ave Suite 211
City, ST, Zip	Broken Arrow, OK 74012	City, ST, Zip	Tulsa, OK 74119
USAC BEN	140044	USAC SPIN	143031547
FCC Form 470 #	210000771	Bid #	
E-Rate RFP #	Broken Arrow OK RFP C2 2021	Bid Amount \$	\$106,155.28 – MIBS District
Number of annual renewals allowed for this agreement:		1 year	

### 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 (a) on or after July 1, 2021 and shall terminate on June 30, 2022 for recurring services or (b) on or after April 1, 2021 and shall terminate on 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	<i>Lauren Fuhrman</i>	1.27.2021
Printed Name:		Lauren Fuhrman	
Title:		Director of SLED	



1516 S. Boston Avenue Suite 211  
Tulsa, OK 74119


## We have prepared a quote for you

**E-Rate FCC Form 470 #210000771 (BROK 2021-C2) Proposal -  
Contract Dates: July 1, 2021 - June 30, 2022 (Peak Methods, Inc.  
SPIN # 143031547**

Quote # LF004777 v1

Prepared for:  
**Broken Arrow Public Schools**

Prepared by:  
**Lauren Fuhrman**

Core X590		Price	Qty	Ext. Price
16790	X590-24x-1q-2c Base System 	\$12,065.00	2	\$24,130.00
97000-16790	EW TAC & OS 16790	\$568.00	2	\$1,136.00
97304-16790	EW Edu NBD PartOnly 16790	\$334.00	2	\$668.00
17115	FAN ASSY,1x2,29.2CFM,12,FB	\$305.00	8	\$2,440.00
10960	PSU,55Wx40.2Tx322Lmm,770W,AC,FB	\$701.00	4	\$2,804.00
10061	Pwr Cord,10A,NEMA 5-15P,C13	\$18.00	4	\$72.00
10410	100Gb, DAC QSFP28-QSFP28 0.5m	\$131.70	2	\$263.40
16795	X590 EXOS Core License	\$1,111.97	2	\$2,223.94
97000-16795	EW TAC & OS 16795	\$160.33	2	\$320.66
10301	Extreme Networks 10GBASE-SR SFP+ Module - 1 x 10GBase-SR	\$345.80	5	\$1,729.00
			Subtotal:	<b>\$35,787.00</b>

V400		Price	Qty	Ext. Price
18104	V400-48p-10GE4	\$3,093.78	9	\$27,844.02
10099	PWR CORD,15A,USA,NEMA5-15,C15	\$12.44	9	\$111.96
10304	1m SFP+ Cable	\$63.49	16	\$1,015.84
			Subtotal:	<b>\$28,971.82</b>

Extreme Campus Controller		Price	Qty	Ext. Price
30138	E2120	\$3,598.24	2	\$7,196.48
30522	WS-PSI-750W-01	\$63.44	2	\$126.88
10099	PWR CORD,15A,USA,NEMA5-15,C15	\$12.44	4	\$49.76
97304-30138	EW Edu NBD PartOnly 30138	\$1,188.42	2	\$2,376.84
97000-30138	EW TAC & OS 30138	\$2,249.00	2	\$4,498.00





Extreme Campus Controller		Price	Qty	Ext. Price
XCC-ACT-V5-HW	XCC HW Appliance - V5 Activation Key	\$0.43	2	\$0.86
XCC-ORC-P-2000	XCC - 2000 Device PERM Adoption	\$6,500.00	2	\$13,000.00
			Subtotal:	<b>\$27,248.82</b>

APs		Price	Qty	Ext. Price
AP510i-FCC	AP510i-FCC	\$811.19	50	\$40,559.50
97000-AP510i-FCC	EW TAC '& OS AP510i-FCC	\$27.08	50	\$1,354.00
AP560i-FCC	AP560i-FCC	\$1,408.36	12	\$16,900.32
97004-AP560i-FCC	EW NBD AHR AP560i-FCC	\$157.08	12	\$1,884.96
AP560h-FCC	AP560h-FCC	\$1,788.70	12	\$21,464.40
97004-AP560h-FCC	EW NBD AHR AP560h-FCC	\$216.67	12	\$2,600.04
KT-147407-02	OUTDOOR HDW KIT SS HARSH ENVIRONMENTS	\$143.21	24	\$3,437.04
			Subtotal:	<b>\$88,200.26</b>

Installation and Configuration		Price	Qty	Ext. Price
p400104	Installation and Configuration of Switches	\$710.00	11	\$7,810.00
p400104	Installation and Configuration of Wireless Access Points - Indoor	\$43.50	50	\$2,175.00
p400104	Installation and Configuration of Wireless Controllers	\$1,969.00	2	\$3,938.00
p400104	Installation and Configuration of Wireless Access Points - Outdoor	\$336.01	24	\$8,064.24
			Subtotal:	<b>\$21,987.24</b>

MIBS - New Equipment		Price	Qty	Ext. Price
P500999	MIBS - Existing Equipment - Yearly	\$11,442.69	12	\$137,312.28
p400104	MIBS- New Equipment - Yearly	\$778.75	12	\$9,345.00



MIBS - New Equipment	Price	Qty	Ext. Price
		Subtotal:	<b>\$146,657.28</b>



**E-Rate FCC Form 470 #210000771 (BROK 2021-C2) Proposal - Contract Dates: July 1, 2021 - June 30, 2022 (Peak Methods, Inc. SPIN # 143031547**



Prepared by:  
**Peak UpTime**  
 Lauren Fuhrman  
 6154264867  
 Fax 918-585-5615  
 lauren.fuhrman@peakuptime.com

Sold To:  
**Broken Arrow Public Schools**  
 701 S. Main St.  
 Broken Arrow, OK 74012  
 Ashley Bowser  
 (918) 259-7445  
 abowser@baschools.org

Quote Information:  
**Quote #: LF004777**  
 Version: 1  
 Delivery Date: 01/21/2021  
 Expiration Date: 06/30/2021

**Quote Summary**

Description	Amount
Core X590	\$35,787.00
V400	\$28,971.82
Extreme Campus Controller	\$27,248.82
APs	\$88,200.26
Installation and Configuration	\$21,987.24
MIBS - New Equipment	\$146,657.28
<b>Total:</b>	<b>\$348,852.42</b>

Please Note: This is not an Invoice.

Proposal valid for 30 days. Shipping and taxes not included unless specified. Prices and availability subject to change. Invoice date based on date of shipment and not on date of installation. All product returns must meet Peak Methods return policies in order to issue a Returns Authorization. A MINIMUM 15% RESTOCKING FEE MAY APPLY, provided Peak Methods has return rights with its manufacturers or suppliers. Peak Methods only accepts the return of products within THIRTY (30) DAYS from the date of Peak Methods invoice. Peak UpTime makes no other warranties with respect to the services or the deliverables other than those stated in this agreement or any other properly executed work order, expressed or implied, or arising by operation of the law or the course of performance, custom, usage, in the trade or profession, including without limitation the implied warranties of merchantability and fitness for a particular purpose.

**Peak UpTime**

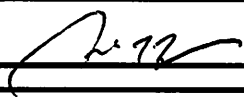
**Broken Arrow Public Schools**

Signature:                     LF                      
 Name:           Lauren Fuhrman            
 Title:           Director of SLED and Client Services            
 Date:           01/21/2021          

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_



### E-RATE 2021-22 BID EVALUATION GRID

Organization Name:	Broken Arrow Public Schools		
Prepared by:	Ashley Bowser/Ali Shehada	Title:	Chief Technology Officer/Executive Director of Network Services
Signature:		Date:	12/7/2020

Description of Service:	MIBS for new and existing equipment								
-------------------------	-------------------------------------	--	--	--	--	--	--	--	--

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>			<b>30.000</b>	<b>5</b>	<b>20</b>	<b>10</b>	<b>15</b>	<b>20</b>	<b>100</b>
1 HL Solutions - BMIC 5 years	75,250.00		24.753	5.000	5	5	5	20	64.753
2 Peak	106,155.28		17.546	5.000	20	10	15	20	87.546
3 Techsico	1,176,470.00		1.583	5.000	5	8	15	20	54.583
4 Chickasaw	62,088.00		30.000	5.000	5	5	10	20	75.000
5									0.000
6									0.000
7									0.000
8									0.000
9									0.000
10									0.000

**EVALUATION RATIONALE (Attach additional pages as necessary)**