

<b>REQ DATE</b>
<b>06/07/2019</b>



<b>REQUISITION NUMBER</b>
<b>0000120178</b>

VENDOR KEY : EDNETICS000  
 SHIP DATE : 06/07/2019  
 FISCAL YEAR : 2018-2019  
 ENTERED BY : HENRYKOR001  
 ORIGINAL REQ # : 0000120178

PRINTED 06/07/2019

VENDOR:  
 EDNETICS, INC  
 971 SOUTH CLEARWATER LOOP STE 1000  
 POST FALLS, ID 83854

SHIP TO:  
 NORTH KITSAP SCHOOL DIST.400  
 18360 CALDART AVE NE  
 POULSBO, WA 98370

PHONE: (425) 629-7735 FAX: (208) 777-4708

ATTN: KORINNE HENRY

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT
1	NTE	Internal Connections- KMS Switching	56332.50000	56,332.50
ACCOUNT SUMMARY (FOR INTERNAL USE)				
		ACCOUNT NUMBER	ACCOUNT AMOUNT	
		10 E 530 9737 72 5650 714 0000 0000 0	61,402.43	
*****REQUISITION TOTAL RECAP*****				
				Subtotal of PAGE TOTALS
				56,332.50
				Other Charges
				0.00
				Tax
				5,069.93
			<b>PAGE TOTAL</b>	<b>56,332.50</b>
			<b>TOTAL</b>	<b>61,402.43</b>

This is a Requisition and not an official Purchase Order.  
 The District is not financially responsible for the  
 unauthorized purchases made with a Requisition.



Ednetics

Internal Connections-KMS Switching

North Kitsap School District  
18360 Caldart Ave NE, Poulsbo, WA 98370

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**Date**  
March 24, 2019

**Customer Contact**  
Chris Dafoe, IT Manager

**RFP / 470 Application Numbers**  
190027972

**Ednetics SPIN**  
143008534

**Ednetics Contact**  
Pete Duncan, Account Manager

**Proposal Number**  
IC-NKSD-24032019

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# Pricing: C9300 Switches

## C9300-48P-EDU

Qty 6

Line	Part Number	Description	Price	Qty	Ext Price
1	C9300-48P-EDU	Catalyst 9300 48-port PoE+, K12	\$4,229.40	10	\$42,294.00
2	C9300-NW-A-48-EDU	C9300 Network Advantage, 48-port license K12	\$1,092.00	10	\$10,920.00
3	S9300UK9-168	UNIVERSAL	\$0.00	10	\$0.00
4	PWR-C1-715WAC	715W AC Config 1 Power Supply	\$0.00	10	\$0.00
5	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	10	\$0.00
6	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	10	\$0.00
7	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$42.00	10	\$420.00
8	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$39.90	10	\$399.00
9	NM-BLANK-T1	Cisco Catalyst Type 1 Network Module Blank	\$0.00	10	\$0.00
10	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	10	\$0.00
11	C9300-NM-NONE	No Network Module Selected	\$0.00	10	\$0.00
<b>C9300-48P-EDU Subtotal</b>					<b>\$54,033.00</b>

Qty 6 ~~6~~ \$32,419.80

## C9300-48UN-EDU

Qty 3

Line	Part Number	Description	Price	Qty	Ext Price
12	C9300-48UN-EDU	Catalyst 9300 48-port 5Gbps, K12	\$5,250.00	5	\$26,250.00
13	C9300-NW-A-48-EDU	C9300 Network Advantage, 48-port license K12	\$0.00	5	\$0.00
14	PWR-C1-1100WAC-P	1100W AC 80+ platinum Config 1 Power Supply	\$0.00	5	\$0.00
15	C9300-SPS-NONE	No Secondary Power Supply Selected	\$0.00	5	\$0.00
16	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	5	\$0.00
17	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$42.00	5	\$210.00
18	CAB-SPWR-30CM	Catalyst Stack Power Cable 30 CM	\$39.90	5	\$199.50
19	PWR-C1-BLANK	Config 1 Power Supply Blank	\$0.00	5	\$0.00
20	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,071.00	5	\$5,355.00
21	C9300-NW-A-48-EDU	C9300 Network Advantage, 48 port license K12	\$1,092.00	5	\$5,460.00
<b>C9300-48UN-EDU Subtotal</b>					<b>\$37,474.50</b>

Qty 3 \$22,484.70

## SFP

4  
OK

Line	Part Number	Description	Price	Qty	Ext Price
22	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	\$294.00	10	\$2,940.00
23	SFP-H10GB-CU3M=	10GBASE-CU SFP+ Cable 3 Meter	\$42.00	2	\$84.00
24	SFP-H10GB-CU1M=	10GBASE-CU SFP+ Cable 1 Meter	\$42.00	2	\$84.00

Qty 4 \$1,176.00

total \$ 1344.00

## Executive Summary

The Ednetics team is excited about the opportunity to partner with North Kitsap School District on this Switching Upgrade project. Ednetics brings state-of-the-art IT environmental design principles to School Districts. We invite you to consider some of the benefits of working with us to develop a powerful, low-maintenance, integrated IT environment.

### Our K-12 Focus

Ednetics has been creating technology solutions for more than 20 years. Our experienced, multi-disciplinary engineering team works directly with technology departments to address each institution's unique design requirements and issues. Our work has always been based on an open and continuous dialog with our clients. We rigorously evaluate products that are incorporated into our solution suites using firm criteria including: market-wide standards; ease-of-use; projected equipment life; scalability; and stability. We look for technologies that complement one another and then match their possibilities and potential to academic environments.

### Experience

Over its 20+ years in the K-12 technology market, Ednetics has become a leading provider of technology services in the Pacific Northwest. We have more than 200 active clients, offices in Washington, Idaho, and Oregon, and more than 120 full-time employees with over 65 engineers, installation and support technicians. In addition, Ednetics has a robust contracting and project management office that coordinates an extended network of more than 250 additional installation technicians and layer-1 specialists. Our Northwest base means more than just regional accessibility and availability; it also means that we are familiar with and experienced in the technology needs, regulatory environment, and resource bases of libraries in Washington, Idaho, and Oregon. At all locations, the Ednetics team shares a client-focused, public sector-centric mentality that has given us the opportunity to build, encourage and maintain working relationships across the Pacific and Inland Northwest.

### A Passion for Technology

At Ednetics, we are motivated by the positive impact and potential that technology offers to K-12. The evolution of technology has created exciting opportunities for School Districts— from improving communication through enhanced Internet and WAN connectivity to improving student wireless experience. Ednetics offers IT environmental architectures that combine voice, video and data using a best-practices approach. This emphasis on designing and deploying integrated solutions has reinforced our belief that the network is the foundation of any effective IT environment and essential for maximizing performance and extending resources. Our teams deploy open architectures that are configured to allow for additional systems and solutions that integrate or “talk” to each other. Ednetics sees the network, both wired and wireless, as a platform for enhancing teaching and learning environments as well as supporting the efforts of students and educators alike.

### Point of Contact

Pete Duncan

1055 NW Maple Street

Issaquah, WA 98027

pete.duncan@ednetics.com

(425) 200-0217

### SFP

Line	Part Number	Description	Price	Qty	Ext Price
OK 25	SFP-H10GB-CU2M=	10GBASE-CU SFP+ Cable 2 Meter	\$42.00	2	\$84.00
<b>SFP Subtotal</b>					<b>\$3,192.00</b>

### Proposal Summary

C9300-48P-EDU	\$54,033.00
C9300-48UN-EDU	\$37,474.50
SFP	\$3,192.00
<b>Subtotal</b>	<b>\$94,699.50</b>
<b>Tax</b>	<b>\$8,522.98</b>
<b>Total</b>	<b>\$103,222.48</b>

56,332.50  
tax 5069.93  

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total 61,402.43

## 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 Washington and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the State of Washington, 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: Colby Van Vooren  
Title: Director of Sales  
Date: 3/26/2019

**CUSTOMER**

By:   
Name: R. H. ADAMS  
Title: Executive Director - Business  
Date: 3/26/2019