KANSAS CITY PUBLIC LIBRARY

REQUEST FOR PROPOSAL
FOR NETWORK EQUIPMENT FOR INTERNAL CONNECTIONS

E-Rate Year 24 – 2021-2022

December 4, 2020

Kansas City Public Library
14 West 10th Street
Kansas City, Missouri 64105

Proposal will be accepted until:

11:00 a.m. (Local Time)
Tuesday, January 5, 2021

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Kansas City Public Library Request for Proposal
For NETWORK EQUIPMENT FOR INTERNAL CONECTIONS

Instructions to Proposers

General Instructions
The Kansas City Public Library ("Library") invites qualified applicants to submit a proposal for NETWORK EQUIPMENT FOR INTERNAL CONNECTIONS used by the Library.

Submission of Proposal
Proposals may be submitted via email to purchasing@kclibrary.org, to be received no later than 11:00 a.m. (Local Time), Tuesday, January 5, 2021. All correspondence should be marked "**KCPL NETWORK EQUIPMENT**". Please note when submitting your proposal by email, the Library must **receive** the email no later than 11:00 a.m. (Local Time)

Official Contact
Any questions concerning this Request for Proposal ("RFP") should be submitted via email to:

Reed Beebe
Kansas City Public Library
14 West 10th Street
Kansas City, MO 64105
816-701-3563
purchasing@kclibrary.org

All questions concerning this RFP must be received no later than Monday, December 21, 2020 by 5:00 p.m. (Local Time)

Ownership of Documents
Any reports, studies, conclusions and summaries prepared by the Proposer shall become the property of the Library.

Confidentiality of Information
Any proprietary information furnished by a Proposer to the Library that is designated confidential shall be treated as confidential to the Library to the extent allowable by law.

RFP Awards
The Library reserves the right to accept or reject any and all proposals, to make a partial award, or to make a multiple vendor award. The acceptance or rejection of any or all proposals and the making of an award or a partial award will be at the sole discretion of the Library. The Library reserves the right to request additional

information. The contract shall be awarded to the qualified Proposer(s), whose proposal (which may include and incorporate the outcome of any subsequent negotiations), is determined to be in the best interests of the Library.

Addenda/Cancellation

The Library may modify or cancel the RFP at any time prior to the RFP due date by issuance of an Addendum or Cancellation to all Proposers who are participating in the process at the time the Addendum/Cancellation is issued. Addenda will be made available and Cancellations will be posted on the Library's RFP website (currently: https://www.kclibrary.org/public-information/request-for-proposal). Proposers should monitor the Library's RFP website for updates/information/addenda/cancellations. Verbal modifications to the RFP specifications shall not be binding upon the Library.

Clarification of Proposals

The Library reserves the right to obtain clarification of any point in the proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a Proposer to respond to such a request for additional information or clarification could result in rejection of the proposal.

Method of Selection

Award will be made to the most responsive and responsible Proposer offering the best value and most economical proposal as defined by the Library. In general, the following criteria will be used: price, qualifications, service approach, and the experience of the Proposer, with price being the primary factor. Per Library policy, a preference will be given to local vendors and minority and/or women business enterprises (M/WBE). Additionally, Missouri-based, service-disabled veteran enterprises (SDVE) certified by the State of Missouri Office of Administration will receive a three (3) point bonus preference.

After the Library's initial evaluation of proposals, select proposals will undergo a detailed review and evaluation. As part of this detailed review of proposals, selected Proposers may be required to make oral presentations of their proposals to the Library. These presentations provide an opportunity for the Proposers to clarify the proposals.

The Library will negotiate with the selected Proposer(s) for mutually agreeable terms for the Library's network equipment for internal connections before making an award. Negotiation could include, but not be limited to, price and the terms and conditions of the RFP.

Acceptance of RFP Terms

A proposal submitted in response to this RFP shall constitute a binding offer. The Proposer shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Proposer's authorized representative may withdraw proposals only by written request received before the proposal due date.

Proposal Validity Period

Each proposal shall be valid for a period of sixty (60) days from the proposal due date.

Non-Collusion
Proposer(s) certify that this proposal had been arrived at independently and has been submitted without collusion designed to limit independent bidding or competition.

Hold Harmless
The Proposer shall hold harmless, defend and indemnify the Library and the Library's officers, agents, and employees against liability that may be imposed upon them by reason of the Proposer's failure to provide worker's compensation coverage and liability coverage.

General Specifications

INTRODUCTION
The Kansas City Public Library is seeking to purchase network equipment for the April 1, 2021 – September 30, 2022 year. All work to be performed under this RFP is contingent upon receipt of E-Rate funding, and the Library reserves the right to cancel any project upon failure to receive E-Rate funding.

SCOPE OF SERVICES
The Kansas City Public Library seeks to award a contract to a qualified firm to provide network equipment (data distribution, data protection, and servers) to replace our current aged hardware equipment. The contract would cover both E-Rate eligible components and non-E-Rate eligible components. The selected vendor will provide equipment, configuration, installation and training for requested equipment. The network equipment will have a minimum one-year service warranty.

In evaluation its needs for network equipment for internal connections, the Library has decided to enhance its network functionality by replacing its current traditional equipment with more cloud-based software defined equipment, or equivalent.

An approximate list of desired equipment is provided in **Attachment C**. Vendors should provide a proposal for this equipment, or equivalent, to meet the Library's needs, as defined in this RFP.

To assist vendors in determining the types of network equipment, or equivalent, desired by the Library, the Library has prepared a list of equipment in **Attachment E** that it feels would meet the Library's needs, or equivalent equipment.

Proposal Content & Format

To provide a degree of consistency in review of the written proposals, Proposers are required to prepare their proposals in the format described below:

Proposal Response Form
An individual having full authority to execute the proposal and to execute any resulting contract for services ("authorized representative") must complete and submit the attached Proposal Response Form (**Attachment A**)

or submit a signed letter of transmittal that contains the same information and statements as indicated in the proposal response form. **Failure to submit Attachment A or an equivalent signed letter of transmittal may result in disqualification from consideration.**

Experience, Expertise and Capabilities
Give a background of the company's or contractor's experience and qualifications. This should include a brief history, the date founded, ownership and any subsidiary relationships. Also list the types of services the company or contractor is qualified to perform. Give examples of experience and references for similar services to other entities. If the company or contractor has a business location within the Kansas City metropolitan area, or if the company or contractor is a minority and/or women business enterprise (M/WBE), or a Missouri-based, service-disabled veteran enterprise (SDVE) certified by the State of Missouri Office of Administration, this should be noted in order to utilize the Library's preference for local, M/WBE, and SDVE vendors.

A valid SPIN (Service Provider Identification Number) is required, and should be provided with the RFP.

Also, an FCC Registration Number (FRN) is required to be submitted with the proposal. Any Proposer found to be in the Red Light Display System (RDS) will be disqualified from participation in the RFP process and will be considered non-responsive.

The selected service provider must be able to meet the E-Rate requirements listed in **Attachment D.**

Personnel
For Company proposals, provide the names of key personnel who would be directly involved in providing services to the Kansas City Public Library. Describe their relationship in the company, the role they would play, their experience, qualifications and years of service with the company.

Use of Subcontractors
The selected Proposer shall be solely responsible for all services as required by the RFP. Subcontractors, if any, will be the responsibility of the Proposer and the role of subcontractors must be clearly identified in the proposal. The Library may factor this information in the evaluation of the service approach of the Proposer. The use of a subcontractor(s) does not relieve the selected Proposer of liability under this contract (see **Intellectual Property, Indemnity, Licenses & Releases** section).

Service Approach
Submit a clear, concise response to accomplish the scope of services that reflects your understanding of the Library's requirements as described in the Scope of Service. This response should demonstrate an understanding of the Library's needs.

Cost/Charges
Submit a detailed breakdown of the costs and charges involved in completing the scope of work in the format of **Attachment C**. The Library relies on the Proposer to assure that all charges to complete the scope of work are submitted in the proposal and that there are no hidden costs or charges that will be incurred by the Library. **For**

convenience, the Library can provide interested vendors with an Excel spreadsheet version of Attachment C; please email purchasing@kclibrary.org to request the Excel spreadsheet.

Authorized Representative
Include the name, title and contact information of the person in your organization authorized to negotiate contract terms and render binding decisions on contract matters.

References
Submit information regarding three (3) comparable projects that the vendor has completed as the prime contractor within the last five (5) years. The projects shall indicate the start and completion dates, services and equipment provided, project costs, contract term, warranty, and benefits to the owner. Please provide contact information for each reference.

Terms and Conditions

Contract Term
The term of this contract will begin April 1, 2021 and end September 30, 2022, with two options to extend annually as mutually agreed by both parties in writing.

Contract Components
This RFP, the successful proposal's response thereto, and any additional written modifications and/or stipulations mutually agreed upon by the Library and the successful proposal will constitute the final contract. During the contractual period, any changes to the conditions outlined in these materials must be approved in writing with the signatures of representatives from each selected proposal(s) and the Library

Disclosure of Confidential Information
Proposer acknowledges that, in and as a result of the consulting hereunder, Contractor will be making use of, acquiring and/or adding to confidential information of a special and unique nature and value relating to such matters as Library's systems, procedures, manuals, confidential reports, or other similar data, as well as the nature and type of processes and/or other services rendered by Library, hereinafter collectively referred to as the "Confidential Information". As a material inducement to Library to enter into this Contract, and to continue to engage Contractor hereunder and to pay to Contractor the compensation referred to herein, Contractor covenants and agrees that Contractor shall not, at any time during or following the cessation of his engagement hereunder, for whatever reason, directly or indirectly, divulge or disclose, for any purpose whatsoever, any of such Confidential Information which has been obtained by or disclosed to Contractor. Upon cessation of this Contract for whatever reason, all Confidential Information, whether in the form of documents, records, notebooks, invoices, statements or correspondence, including copies thereof, relating to the business of the Library then in Contractor's possession or control, whether prepared by Contractor or others, shall remain Library's exclusive property and will be delivered to and left with the Library.

Intellectual Property, Indemnity, Licenses & Releases
Contractor agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or

nature whatsoever arising from any third party claim that the Services or Work Product provided by Contractor violate any third party's intellectual property right in the United States, including but not limited to patents, copyrights, trademarks, or trade secrets. Contractor's obligations under this section shall survive the termination of this Contract for any reason. Contractor will obtain and pay for any and all contracts, Contracts, licenses, releases, legal costs, fees and expenses necessary to use any and all protected intellectual property owned by a third party.

Contractor agrees to indemnify, defend, and hold harmless Library, its representatives and customers from and against any and all suits, demands, liabilities, claims, actions, expenses, losses, and damages of any kind or nature whatsoever arising out of any negligent acts or omissions in connection with the Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of the Services under this Contract.

Contractor will obtain and pay for all permits and licenses required by law that are associated with the Contractor's performance of Services.

Termination

Either party may terminate this Contract without cause upon thirty (30) days prior written notice to the other party. Library reserves the right to cancel, for cause, this Contract without prior written notification. Cause for termination shall include the following: (1) violation by Contractor of any applicable federal, state, or local law, regulation or ethical code; (2) Contractor's substantial under performance, as determined by Library; or (3) failure to comply with the provisions of this Contract. Library shall, where permitted by law, have the right to terminate the Contract immediately and without other cause or prior notice to Contractor in the event that Contractor does any of the following: (1) makes written admission of its inability to pay its debts or obligations as they become due; (2) files a voluntary petition in bankruptcy; (3) is adjudicated as bankrupt or insolvent; (4) seeks, consents to or acquiesces in the appointment of any trustee, receiver or liquidator of all or any substantial part of its business assets; (5) fails to actively operate its business for a period of more than seven (7) consecutive days without the prior written consent of Library; or (6) fails to maintain the insurance coverage required in this Contract. The Contract shall terminate immediately if it is no longer permitted by applicable laws, rules or regulations, or if Library decides to limit or discontinue their operation for any reason.

Modification of Contract

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and no evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this Contract, or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this Section may not be waived except as herein set forth.

Codes, Laws and Regulations

Contractor will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Contract.

Adjustment of Services
The Library reserves the right to eliminate, reduce or otherwise adjust the scope of services provided by the Contractor.

Assignability
Neither this Contract nor any rights hereunder may be assigned by the Contractor without Library's prior written consent.

Governing Law
It is understood and agreed that the construction and interpretation of this Contract shall at all times and in all respects be governed by the laws of the State of Missouri. The parties agree that any legal action brought in connection with this Contract is to be maintained only in the Circuit Court of Jackson County, Missouri.

Insurance
Contractor shall purchase and maintain, at its own expense, for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the work by the Contractor, its agents, representatives, or employees. All such insurance shall name the Library as an additional named insured and evidence of such insurance and renewals shall be provided to the Library prior to commencement of work. All such insurance will be issued by insurance companies that have a general policyholder's rating of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the date the Contractor obtains or renews the insurance policies.

Coverage Required	Limits per Occurrence
General Liability	$1 million minimum coverage per occurrence and $1 million aggregate, written on an occurrence basis.
Automobile Liability	$1 million per occurrence, covering owned, hired and non-owned automobiles
Worker's Compensation	Statutory

Contractor understands and agrees that the Library cannot save and hold harmless and/or indemnify the Contractor or its employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's services under this Agreement. Therefore, the Contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Library, its employees, its clients and the general public against any such loss, damage and/or expense related to the services performed under this Agreement. The insurance coverage shall include general liability insurance in an amount of at least $1,000,000 per occurrence and $2,000,000 in the aggregate with endorsements including but not limited to risks of false imprisonment, malicious prosecution, libel, slander and violation of right of privacy as well as the Missouri statutory requirements for works compensation insurance. Written evidence of the insurance shall be provided by the Contractor to the Library, the initial written evidence being attached hereto and marked as Exhibit A. The evidence of insurance shall include, but not necessarily be limited to: effective dates of coverage, limits of liability, insurer's names, policy numbers and endorsement by representatives of the insurance company. Evidence of self-insurance coverage or of another alternative risk financing mechanism is not permitted.

Insurance policies required of Contractor by the Agreement shall:

- Be issued by insurance companies licensed to do business in the state of Missouri with general policyholder's ratings of at least A and a financial rating of at least XI in the most current *Best's Insurance Reports* available on the date the Contractor obtains or renews the insurance policies. If *Best's* ratings are changed or discontinued, the parties shall agree to an equivalent method of rating insurance companies;
- Name the Library as an additional insured as its interest may appear on the policy;
- Provide that the insurance not be cancelled or materially changed in the scope or amount of coverage unless thirty (30) days' advance notice is given to the Library;
- Be primary policies;
- Be permitted to be carried through a "blanket policy" or "umbrella" coverage;
- Have deductibles not greater than $1,000;
- Be written on an "occurrence" basis; and
- Be maintained during the entire Term and any extension Terms.

By the date of award and upon each renewal of its insurance policies, Contractor shall give such certificates of insurance to the Library.

Independent Contractor
It is specifically agreed by the parties that the relationship of Contractor to Library is that of an independent contractor and that Contractor is not an agent, partner, or employee of the Library. Contractor acknowledges that Contractor is not entitled to receive from Library any tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.

Access to Records
Contractor shall maintain all fiscal records and any other records relating to this Contract in such a manner as to clearly document the Contractor's performance hereunder. Library or any of its duly authorized representatives shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to this Contract for the purpose of making audits, examinations, excerpts and transcriptions.

Debarment and Suspension (E.O.s 12549 and 12689)
The Proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any governmental debarment or agency. Vendor must notify the Customer within 30 days if debarred by any governmental entity during the Contract period.

The Proposer is responsible for providing an FCC Registration Number (FRN) with their proposal. Any Proposer found to be in the Red Light Display System (RDS) will be disqualified from participation in the RFP process and will be considered non-responsive.

Federal, State, and Local Taxes, Licenses, and Permits
The Contractor will comply with all laws and regulations on taxes, licenses, and permits.

Other Considerations

Disputes
Should any doubt or difference of opinion arise between the Library and the successful proposal awarded this Contract as to the items to be furnished hereunder or the interpretation of the provisions of this RFP, the decision of the Library shall be final and binding upon all parties.

Prohibition of Public Benefits to Illegal Aliens
Pursuant to State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. Consultants shall comply with the provisions of Section 285.525 through 285.550 of the State of Missouri statutes and execute the notarized affidavit attached hereto as **Attachment B**, Affidavit of Work Authorization before the Agreement can be finalized

Attachment A

PROPOSAL RESPONSE FORM

DATE _____

Proposal of : _____, (herein after called Vendor), a Corporation/Partnership/an Individual doing business as _____.

TO: The Kansas City Public Library (hereinafter called the Owner).

The Proposer, in compliance with your Request for Proposal for Network Equipment for Internal Connections having examined the RFP and Scope of Services with related documents and being familiar with all of the conditions surrounding the work, hereby agrees to perform the work required by the project in accordance with the contract documents, within the time set forth in the Proposal Submission Instructions, and at the price stated therein. These prices are to cover all expenses incurred in performing the work required by the contract documents, of which this proposal is a part.

Proposer acknowledges receipt of the following addenda in the event subsequently issued.

_____

_____

Proposer agrees to perform the Network Equipment for Internal Connections described in the RFP Scope of Services.

Submitted by authorized representative:

_____	_____
Firm	FEI/SSN
_____	_____
Signature	Typed Name & Title
_____	_____
Address	City, State, Zip Code
_____	_____
Telephone	Fax Number

_____

Service Provider Identification Number (SPIN)

Attachment B

AFFIDAVIT OF WORK AUTHORIZATION

I. _____, of lawful age and being first duly sworn my oath, state as follows to the Kansas City Urban Public Library District, a political subdivision of the State of Missouri:

1. In accordance with R.S.Mo. § 285.530(2) _____("Contractor") is enrolled and will continue to participate in a federal work authorization program in respect to employees that will work in connection with the contracted service Network Equipment for Internal Connections (the "Project") for the duration of the contract.

2. I also affirm that Consultant/Contractor does not and will not knowingly employ any person who is an unauthorized alien in connection with the contracted services related to the Project for the duration of the contract, if awarded.

3. Furthermore, I also affirm that all subcontractors working on this contract for services to the Kansas City Urban Public Library District shall affirmatively state in writing in their contracts with Contractor that they are not in violation of R.S.Mo. § 285.530(1), and shall not thereafter be in violation. Alternatively, the subcontractor shall submit to the Contractor a sworn affidavit under penalty of perjury attesting that all employees are lawfully present in the United States.

FURTHER AFFIANT SAYETH NAUGHT.

_____
(Signature)
Dated:_____

STATE OF _____)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this ____ day of _____, 20__.

Kansas City Public Library
Attachment C - Network Equipment for Internal Connections
NOTE: An Excel copy of Attachment C may be requested by emailing purchasing@kclibrary.org.

Vendor Name:	
FRN:	
Vendor SPIN:	

Item	Location	Description	Approximate Quantity	Warranty Service Duration Period (Begin Date)	Warranty Service Duration Period (End Date)	Price per Unit	E-Rate % Eligible	Total Cost	E-Rate Eligible Expense	Reimbursement Rate (85%)
EXAMPLE	**EXAMPLE**	**EXAMPLE**	**2**	**01-Jul-21**	**30-Jun-22**	**$100.00**	**100.00%**	**$200.00**	**$200.00**	**$170.00**
data center distribution switch	Central	Switch for data center distribution with up to 3.6 Tbps of switching capacity with 24 x 1/10/25-Gbps fiber ports and 6 x 40/100 Gbps QSFP28 ports, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and NBD replacement, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
data center fabric extender	Central	Fabric Extender (FEX) with 48 x 1/10 GBASE-T host port interfaces and 6 x 40 Gbps QSFP+ ports, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and NBD replacement, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
network core switch	Central	Switch for network core with up to 3.2 Tbps of switching capacity. 32 x 40 Gbps QSFP+ ports, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and NBD replacement, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
QSFP module	Central	QSFP module 40GBASE-SR-BiDi, duplex MMF LC, or equivalent.	30			$0.00	0.00%	$0.00	$0.00	$0.00
Twinaxial cable	Central	Twinaxial cable 40GBASE-CR4 Passive Copper Cable, 3m, or equivalent.	18			$0.00	0.00%	$0.00	$0.00	$0.00
QSFP adapter	Central	QSFP to SFP10G adapter, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
SFP+ cable	Central	10GBASE Active Optical SFP+ Cable, 3m, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
distribution switch	Central	Switch for Central distribution with up to 1.92 Tbps of switching capacity and 24-port 40G QSFP ports, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and NBD replacement, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
WAN router	Central	WAN aggregation services router with 20 Gbps throughput, 10GE LAN-PHY port for SFP+ adapter, 6 built-in GE ports, 8GB DRAM, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and NBD replacement, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
WAN router	Plaza	WAN aggregation services router with 20 Gbps throughput, 10GE LAN-PHY port for SFP+ adapter, 6 built-in GE ports, 8GB DRAM, or equivalent. Includes software licenses and 12 month service agreement for 8x5 support and NBD replacement, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Central	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 6 Gbps. VPN throughput: 2 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SFP+ transceiver module	Central	10GBASE-SR SFP+ transceiver module - LC/PC multimode 10 GE, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Plaza	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+). Stateful firewall throughput: 6 Gbps. VPN throughput: 2 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SFP+ transceiver module	Plaza	10GBASE-SR SFP+ transceiver module - LC/PC multimode 10 GE, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Bluford	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Mobile Services	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	North-East	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Ruiz	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Southeast	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Sugar Creek	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Trails West	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Waldo	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
SD-WAN router	Westport	SD-WAN GUI-based router and security appliance, or equivalent. Interfaces: 2 × 10GbE SFP+ (WAN), 8 × GbE (RJ45), 8 × GbE (SFP), 8 × 10GbE (SFP+), or equivalent. Stateful firewall throughput: 4 Gbps. VPN throughput: 1 Gbps, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Bluford	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	5			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Central	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	20			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Mobile Services	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	North-East	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	3			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Plaza	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	5			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Ruiz	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00

access switch with QSFP cable	Southeast	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	3			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Sugar Creek	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Trails West	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication, or equivalent. IPv4 ACLs, or equivlant. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Waldo	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
access switch with QSFP cable	Westport	Cloud managed GUI-based layer 3 switch, or equivalent. Interfaces: 24 × mGig ports, 24 × 1G ports, 2 × 40G or 4 × 10G fiber uplinks, or equivalent. Stacking capability, or equivalent. PoE up to 30W per 1G port, or equivalent. 802.1X Authentication. IPv4 ACLs. Two power supplies, or equivalent. Include 100GbE QSFP Cable, 0.5 Meter, or equivalent. 7 year software and hardware support license, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
small access switch	Central	Cloud managed GUI-based layer 2 switch, or equivalent. Interfaces: 8 x 1GbE ports and 2 x 1G SFP uplink interfaces, or equivalent. 124 watt PoE budget with PoE+ support, or equivalent. 802.1X Authentication. Fanless operation, or equivalent. 7 year software and hardware support license, or equivalent.	10			$0.00	0.00%	$0.00	$0.00	$0.00
small access switch	Plaza	Cloud managed GUI-based layer 2 switch, or equivalent. Interfaces: 8 x 1GbE ports and 2 x 1G SFP uplink interfaces, or equivalent. 124 watt PoE budget with PoE+ support, or equivalent. 802.1X Authentication. Fanless operation, or equivalent. 7 year software and hardware support license, or equivalent.	10			$0.00	0.00%	$0.00	$0.00	$0.00
small access switch	Southeast	Cloud managed GUI-based layer 2 switch, or equivalent. Interfaces: 8 x 1GbE ports and 2 x 1G SFP uplink interfaces, or equivalent. 124 watt PoE budget with PoE+ support, or equivalent. 802.1X Authentication. Fanless operation, or equivalent. 7 year software and hardware support license, or equivalent.	4			$0.00	0.00%	$0.00	$0.00	$0.00
small access switch	Waldo	Cloud managed GUI-based layer 2 switch, or equivalent. Interfaces: 8 x 1GbE ports and 2 x 1G SFP uplink interfaces, or equivalent. 124 watt PoE budget with PoE+ support, or equivalent. 802.1X Authentication. Fanless operation, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
small access switch	Westport	Cloud managed GUI-based layer 2 switch, or equivalent. Interfaces: 8 x 1GbE ports and 2 x 1G SFP uplink interfaces, or equivalent. 124 watt PoE budget with PoE+ support, or equivalent. 802.1X Authentication. Fanless operation, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Bluford	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	6			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Central	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	43			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Mobile Services	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
access point	North-East	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	6			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Plaza	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	15			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Ruiz	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Southeast	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	6			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Sugar Creek	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Trails West	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	6			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Waldo	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	6			$0.00	0.00%	$0.00	$0.00	$0.00
access point	Westport	Cloud-managed 802.11ax access point, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	6			$0.00	0.00%	$0.00	$0.00	$0.00
high density access point	Central	Cloud-managed 802.11ax access point, or equivalent. 8×8:8 MU-MIMO with beamforming and 5.9 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	6			$0.00	0.00%	$0.00	$0.00	$0.00
high density access point	Plaza	Cloud-managed 802.11ax access point, or equivalent. 8×8:8 MU-MIMO with beamforming and 5.9 Gbps max rate, or equivalent. 802.1X. 7 year software and hardware support license, or equivalent.	4			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Bluford	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Central	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	5			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	North-East	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Plaza	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	3			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Ruiz	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Southeast	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Trails West	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Waldo	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
outdoor access point	Westport	Cloud-managed 802.11ax outdoor access point, or equivalent. Supports operating temperature range: -40 °F to 131 °F, or equivalent. 4×4:4 MU-MIMO with beamforming and 3.5 Gbps max rate, or equivalent. 802.1X. 2 dual-band omni antennas, or equivalent. 7 year software and hardware support license, or equivalent.	1			$0.00	0.00%	$0.00	$0.00	$0.00
							TOTAL COST	$0.00	$0.00	$0.00

NOTE: The Library estimates that approximately 300 hours of configuration and installation assistance hours may be needed to install the desired equipment. Vendors are asked to bid on these estimated hours at an hourly rate, but a vendor is welcome to note any additional hours it feels may be necessary to meet the installation/configuration requirements of the desired equipment. The estimated 300 hours is meant to provide vendors with a guideline for the Library's estimated needed installation/configuraiton hours, but is not meant to be a guarentee of specific contractual hours.			HOURS	HOURLY RATE	ESTIMATED TOTAL FOR CONFIGURATION AND INSTALLATION
hourly rate for consulting	All	Configuration and installation assistance hours	300	$0.00	$0.00

ADDITIONAL EQUIPMENT: Please note that the following equipment may be bid with, or separate and exclusive from, the equipment listed above. Regardless, the Library intends to do a separate purchase evaluation of the equipment listed below.

Item	Location	Description	Qty	Warranty Service Duration Period (Begin Date)	Warranty Service Duration Period (End Date)	Price per Unit	E-Rate % Eligible	Total Cost	E-Rate Eligible Expense	Reimbursement Rate (85%)
point-to-point radio for extending network to garage	Central	Point-to-point radio rated for outdoors, or equivalent. 11 GHz frequency, or equivalent. Up to 1.2 Gbps of throughput, or equivalent. Accepts PoE or DC power, or equivalent. 128-bit AES encryption, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
point-to-point radio antenna	Central	Dish directional antenna for point-to-point radio system, or equivalent. Gain: 35 dBi, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
point-to-point radio for extending network to garage	Plaza	Point-to-point radio rated for outdoors, or equivalent. 11 GHz frequency, or equivalent. Up to 1.2 Gbps of throughput, or equivalent. Accepts PoE or DC power, or equivalent. 128-bit AES encryption, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
point-to-point radio antenna	Plaza	Dish directional antenna for point-to-point radio system, or equivalent. Gain: 35 dBi, or equivalent.	2			$0.00	0.00%	$0.00	$0.00	$0.00
							TOTAL COST	$0.00	$0.00	$0.00

Attachment D

UNIVERSAL SERVICE (E-RATE) REQUIREMENTS

To warrant consideration for an award of contract resulting from this Request for Proposal, vendors must agree to participation in the Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate") as provided for and authorized under the federal Telecommunications Act of 1996 (Reference 47 U.S.C. § 254, "Universal Service"). Vendors acknowledge that any contractual relationship resulting from this solicitation of proposals may be partially or entirely dependent upon the successful receipt of Universal Service Fund ("USF") subsidies. To ensure compliance with all applicable USF regulations, program mandates and auditing requirements, vendors must comply with the following:

- **USF Knowledge**
  Vendor shall have, at a minimum, a working knowledge of the federal Universal Service Support Mechanism for Schools and Libraries (commonly known as "E-rate").

- **USF Registration**
  Vendor shall submit with its proposal a valid Service Provider Identification Number ("SPIN") and a valid Federal Communications Commission Registration Number ("FCCRN").

- **USF Participation**
  Vendor shall agree to participate in the E-rate Program and to cooperate fully and in all respects with the District, the Universal Service Administrative Company ("USAC"), and any agency or organization administering the E-rate Program to ensure that the District receives all of the E-rate funding for which it has applied and to which it is entitled in connection with Vendor's services and/or products.

- **Lowest Corresponding Price**
  The Lowest Corresponding Price Rule ("LCP Rule"), 47 CFR § 54.511 (b), prohibits Vendor from ever charging the District more for E-rate eligible goods or services than it charges similarly situated non-residential customers for similar goods or services, unless it can prove that the lowest corresponding price ("LCP") is not "compensatory."

  - The District is not obligated to ask for the LCP; it must receive it.
  - If, at the time of delivery, the LCP is lower than the agreed-upon price, Vendor must charge the LCP.
  - Promotional rates that Vendor offers for a period of more than 90 days must be included among the comparable rates upon which the LCP is determined.
  - There is a rebuttable presumption that rates offered within the previous three years are still compensatory.
  - Vendor may not avoid the LCP Rule by arguing that none of its non-residential customers are identically situated to the District or that none of its contracts cover goods or services identical to those sought by the District.
  - The FCC will permit Vendor to charge the District more than the LCP <u>only</u> when it can prove to the agency that the LCP is not "compensatory" – i.e., that it will face demonstrably and significantly higher costs to provide its goods and/or services to the District than it would to provide similar goods and/or services to similarly situated non-residential customers. Some factors that could affect the cost of service are volume, mileage from facility, and length of contract.

- **USF Documentation**

Vendor shall provide to District staff and/or the District's E-rate consultant within a commercially reasonable period of time, all of the information and documentation that the Vendor has or that Vendor reasonably can acquire that the District may need to prepare its E-rate applications and/or to document transactions eligible for E- rate support.

- **Invoicing Procedures**
  The following is the Library's preferred invoicing process: Vendor shall itemize, price, and invoice separately any materials or services that are ineligible for E-rate funding. Vendor must include the following information on all invoices to the District for E-rate eligible equipment and/or services:
  - Date of invoice
  - Date(s) of service
  - Funding Request Number ("FRN")
  - Vendor's signature on invoice attesting to the accuracy and completeness of all charges
  - Detailed description of services performed and materials supplied that matches District's contract specifications, Form 470 and Form 471 descriptions of same
  - Clear, concise breakdown of amount(s) to be billed to USAC (discounted portion of eligible charges) and amount(s) to be billed to the District (non-discounted amount of eligible charges)
  - Invoice on Vendor's letterhead or on a Vendor-generated form
  - District's Billed Entity Number
  - District's Federal Communications Commission Registration Number
  - Proper E-rate discount percentage as set forth by the applicable FRN and USAC funding commitment decision letter ("FCDL")

- **USF Discounted Invoicing and Reimbursement Processes**
  Vendor shall, at the District's request, either (a) invoice the District only for the non-discounted amounts due on E-rate-approved transactions and simultaneously invoice the Universal Service Administrative Company ("USAC") for the balance [Discounted Invoice Process] or (b) remit to the District within twenty days of receipt the reimbursement payments it receives from USAC or any other third-party payor for the discounted portions of E-rate-approved transactions involving the District [Reimbursement or "BEAR" Process].
  - **Discounted Invoice Process**
    - <u>Invoicing</u>
      Within fourteen (14) days from the date that Vendor delivers to the District, E-rate approved materials or services, when delivery of such services triggers a payment obligation under Vendor's contract with the District, Vendor must invoice the District for its share of the pre-discount cost of those materials or services.
    - <u>Timely Filing</u>
      Vendor shall be solely responsible for timely filing invoices with USAC. Accordingly, Vendor understands and agrees that District will NOT be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits late to USAC for payment, if USAC refuses to pay the invoice due to late filing.
    - <u>Invoice Rejection</u>
      Vendor understands and agrees that District shall not be liable to Vendor and Vendor shall have no recourse against the District for any discounted amount that Vendor submits to USAC for payment if Vendor is at fault for USAC's refusal to pay; if the District is at fault, the District shall not be liable to Vendor and Vendor shall have no recourse against the District for the amount at issue until both the District and the

Vendor have exhausted their administrative remedies of appeal to USAC and/or the FCC.

- District Approval
  Vendor shall submit to the District for its review and approval before submitting it to USAC for payment, a copy of every invoice that Vendor intends to submit for services that it has provided or, in appropriate circumstances, will be providing to the District. The District shall not unreasonably delay or withhold approval of Vendor's USAC invoices. As Vendor is solely responsible for timely filing invoices with USAC, it understands that it must submit invoices to the District sufficiently in advance of any USAC filing deadline to ensure that there will be adequate time remaining for it to meet the USAC filing deadline after the District has had a reasonable opportunity to review and approve them.

- **Reimbursement Process**
  - Twenty Days
    Vendor understands that E-rate Program rules require it to remit a reimbursement payment to the District within twenty (20) days of receiving it from USAC.
  - Liquidated Damages
    Vendor further understands that it may not withhold a reimbursement payment from or refuse to remit such a payment to the District for any reason. Moreover, Vendor understands and agrees that its failure to make a reimbursement payment to the District in a timely manner will adversely affect the District's operations, but that the resulting damages will be impossible to ascertain with any degree of certainty. Vendor therefore agrees that if it fails to remit to the District a reimbursement payment within forty-five (45) days after receiving it from USAC, Vendor will pay to the District as liquidated damages a total of $500 per day for each day that lapse without payment after the 45th day.

- **Delayed USF Funding Commitment**
  Vendor understands that, due to circumstances beyond the District's control, the District may not receive an E-rate funding commitment by the beginning of the E-rate funding year, July 1, for the services it intends to purchase from Vendor during that funding year.
  - Retroactive Invoicing
    When E-rate funding is approved, Vendor shall invoice USAC for the discounted amount the District is owed retroactive to July 1st of the funding year or to whenever approved service to the District began, whichever date is later.

- **USF Audit and Document Retention Requirement**
  Vendor shall maintain all bids, quotes, records, correspondence, receipts, vouchers, delivery information, memoranda and other data relating to Vendor's services to the District. All such records shall be retained for five (5) years following completion of services and shall be subject to inspection and audit by the District. Vendor shall include in all subcontractor agreements for services, provisions requiring subcontractors to maintain the same records and allowing the District the same right to inspect and audit those records as set forth herein.

In addition to the foregoing, Vendor will create, implement and enforce an internal E-rate audit process that ensures that Vendor complies with all E-rate program rules and regulations. This process must include the following:

- Separating ineligible project management and other professional services costs, if any, from other charges
- Where labor is involved, maintaining detailed, signed individual timesheets
- Ensuring that ineligible charges are not submitted to USAC
- Invoicing to USAC that is consistent with the contract and the District's 470 and 471
- Ensuring that services or products are not provided to the District without District's express written permission or official purchase authorization
- Ensuring that District-approved substitute services or products are prominently noted on invoices submitted to USAC and the District
- Where applicable, non-recurring services should be provided prior to September 30th and recurring services provided prior to June 30th of the relevant E-rate funding year
- Supporting documentation sufficient to evidence that what was approved per the FCDL and provided to the District, was actually provided to the District and when
- If E-rate eligible services and/or installation or equipment costs are included as part of a larger contract or service/equipment billing, support for the allocation of E-rate eligible amounts and reconciliation of that total to the total amount billed
- If E-rate eligible services or equipment are allocated to multiple sites, support for the allocation consistent with the amount and locations identified in the Form 471
- Documenting that E-rate funded services were provided within the allowable contract period and program year
- Charging proper FRN(s)
- Ensuring that invoices and USAC forms are submitted to the District in a timely manner
- Ensuring that USAC forms are filled out completely, accurately and on time
- Ensuring that Forms 472 are signed/dated by vendor's representative in a timely manner
- Maintaining fixed asset list of E-rate-supported equipment provided to the District with detailed information for each item (model number, serial number, product description) and made available to the District in electronic format

Contract Term Modification

The District will reserve the right to extend or abbreviate the contract period if such extension or abbreviation is necessary to make the Contract term coincide with an E-rate "program year" or an extended service end date for an E-rate program year pursuant to a "service delivery deadline extension," as those terms are defined by the Federal Communications Commission ("FCC") and/or the Universal Service Administrative Company ("USAC").

ATTACHMENT E - Network Equipment for Internal Connections

Part Number		Description		Service Duration (Months)	Qty
N9K-C93180YC-EX-24	**(or equivalent)**	Nexus 9300-EX w/24p 1/10/25G & 6p 40/100G and related components and licenses	**(or equivalent)**	---	2
N2K-C2348TQ-E	**(or equivalent)**	Nexus 2000, 10GT FEX; 48x1/10T; 6x40G QSFP and related components and licenses	**(or equivalent)**	---	1
C9500-32QC-A	**(or equivalent)**	Catalyst 9500 32-port 40/100G only, Advantage and related components and licenses	**(or equivalent)**	---	2
QSFP-40G-SR-BD=	**(or equivalent)**	QSFP40G BiDi Short-reach Transceiver	**(or equivalent)**	---	30
QSFP-H40G-CU3M=	**(or equivalent)**	40GBASE-CR4 Passive Copper Cable, 3m	**(or equivalent)**	---	18
CVR-QSFP-SFP10G=	**(or equivalent)**	QSFP to SFP10G adapter	**(or equivalent)**	---	2
SFP-10G-AOC3M=	**(or equivalent)**	10GBASE Active Optical SFP+ Cable, 3M	**(or equivalent)**	---	2
C9500-24Q-E	**(or equivalent)**	Catalyst 9500 24-port 40G switch, Network Essentials and related components and licenses	**(or equivalent)**	---	2
ASR1001-X	**(or equivalent)**	Cisco ASR1001-X Chassis, 6 built-in GE, Dual P/S, 8GB DRAM and related components and licenses	**(or equivalent)**	---	2
MX450-HW	**(or equivalent)**	Meraki MX450 Router/Security Appliance and related components and licenses	**(or equivalent)**	---	2
SFP-10G-SR-S=	**(or equivalent)**	10GBASE-SR SFP Module, Enterprise-Class	**(or equivalent)**	---	2
MX250-HW	**(or equivalent)**	Meraki MX250 Router/Security Appliance and related components and licenses	**(or equivalent)**	---	9
MS355-48X2-HW	**(or equivalent)**	Meraki MS355-L3 Stck Cld-Mngd 48GE, 24xmG UPOE Switch and related components and licenses	**(or equivalent)**	---	45
MA-CBL-100G-50CM	**(or equivalent)**	Meraki 100GbE QSFP Cable, 0.5 Meter	**(or equivalent)**	---	45
MS120-8FP-HW	**(or equivalent)**	Meraki MS120-8FP 1G L2 Cloud Managed 8x GigE 124W PoE Switch and related components and licenses	**(or equivalent)**	---	26
MR46-HW	**(or equivalent)**	Meraki MR46 Wi-Fi 6 Indoor AP and related components and licenses	**(or equivalent)**	---	100
MR56-HW	**(or equivalent)**	Meraki MR56 Wi-Fi 6 Indoor AP and related components and licenses	**(or equivalent)**	---	10
MR86-HW	**(or equivalent)**	Meraki MR86 Wi-Fi 6 Outdoor AP and related components and licenses	**(or equivalent)**	---	15

Part Number		Description		Service Duration (Months)	Qty
AF-11	**(or equivalent)**	airFiber outdoor point-to-point radio	**(or equivalent)**		4
AF-11G35	**(or equivalent)**	dish antenna for point-to-point radio	**(or equivalent)**		4