



**Gary Community School Corporation**

*Strong. Resilient. Built for Education.*

## MANAGER REPORT

### DISTRESSED UNIT APPEALS BOARD (DUAB)

February 25, 2021

Prepared by



**Gary  
Schools  
Recovery, LLC**

## Distressed Unit Appeals Board

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Prepared by Gary Schools Recovery, LLC

February 25, 2021

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## I.0 MANAGER UPDATE

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### MANAGER'S SUMMARY JANUARY 2021

- ♦ We have worked collaboratively with our leadership team and the teachers union to be able to bring students and staff back to school safely. Our return to learn-in-person date is scheduled for February 16th, 2021. We have approximately 46% of our students returning and will also be bringing back our high school seniors to assist with graduation requirements. In addition, we will be bringing back some of our special education students who need more hands-on services.
- ♦ The district conducted its second ADM count on February 1, 2021. It is with great pleasure that I am able to report that we went up by 85 students! We are hopeful that this trend continues for the Fall. Our enrollment efforts have already begun and we are actively registering students for the Fall.
- ♦ Our CTE (Career Technical Education) program continues to grow. We are proud to announce that we have entered into MOU's with several new schools who will be sending their students to our CTE school for services next year. We have entered into contracts with Griffith School district, 21st Century, Steel Academy and Thea Bowman. We are still pursuing partnerships with several other neighboring districts as well. I believe this speaks to the great efforts being made to enhance our offerings at the CTE program and the collaboration that has been made with local districts.
- ♦ Our district was selected to host the basketball sectionals for the Region. We are honored to be able to host this event and have been working diligently to ensure our gym is ready as well as multiple locker rooms and areas for the multiple teams to allow for social distancing. We will only be allowing 25% capacity in our gym and each visiting team is allotted 20 tickets per game. Go Cougars!
- ♦ We have had over 60 community members apply to be a part of the Referendum Ambassador committee. As I committed to, I will be meeting with the PAC committee to discuss all the interested applicants to get feedback and then final committee members will be notified in March. We look forward to this continued community partnership.

### CURRICULUM REPORT

#### ASSESSMENTS

We are entering the testing season. We have testing at all of the various levels:

- ♦ ISTEP 10 Testing has begun this week and will continue until the end of the month.
- ♦ WIDA testing is ongoing
- ♦ High schoolers will have the opportunity to take the SAT and ASVAB tests
- ♦ 3rd Graders will begin taking iRead 3 tests next month
- ♦ Formative assessments tests (iReady and Exact Path) are ongoing this month K-12

#### BOOK ADOPTION

- ♦ We have five companies who will participate in our Book Caravan. They will present to our group February 24th - 26, 2021.
- ♦ Following the caravan, teachers at each building will examine the materials and use the rubric to decide which company best fits our schools. The company with the most votes will be chosen as our book company.

## BLACK HISTORY LESSONS/COMMUNITY PARTNERS

- ♦ Instructional coaches and community partners have rolled out their lesson plans around the Tuskegee Airmen. Schools will share artifacts for display on our website for next month.
- ♦ Westside Theater Guild will present a virtual Black History program with dramatic readings which will be broadcast on the radio.

## FREQUENTLY ASKED QUESTIONS FOR JANUARY 2021

### IUN TEACHING PERMIT QUESTIONS

- ♦ Are you teaching or stressing culturally competence in lesson planning and teaching?  
*Social and emotional training is now a part of professional development for all teachers both in the IUN program and regular teachers*

- ♦ Are subs available to take the program?  
*Yes, it's available for anyone who currently has a bachelor's degree working under an emergency permit.*

*The next phase of the program is to include those who have at least 60 credit hours (who have not completed the degree). As information becomes available for the expansion, we will share with the public.*

- ♦ How many teachers in the classroom aren't certified at Gary Schools?  
*We have about 50 instructors teaching under an emergency permit which is about the national average. We aim to lower that number with the ongoing teaching permit program with IUN.*

### GENERAL QUESTIONS

- ♦ Will West Side be returning to the building or only elementary and middle school?  
*Elementary students have a choice of In-Person Traditional Learning (Monday- Friday) or to continue E Learning at Home*

*Middle School students have a choice of Hybrid Learning (2 days at school and 3 days at home learning)*

*High School students will continue learning at home at this time*

*High School will continue to be on E-Learning. As we slowly open back up the buildings, we will inform all families of the scheduled return.*



*The information on schools that are still being sold by the district are listed on the garyschools.org website. Many of the vacated properties have been sold already. <https://www.garycsc.k12.in.us/property-sale/>*

- ♦ Class of '96 looking into doing a community service project @ West Side, possibly at month's end. Please inbox me post with any suggestions. Thanks in advance.

*The best route for this information would be through the building principal, Mr. Mahone. Contacting the West Side Facebook page or calling the school directly to get in contact with him.*

- ♦ Are we coming back on January 25th?

*The current scheduled return date is February 16th*

- ♦ Are children expected to be in full uniform on Monday the 19th when they return to school?

*Yes, students who will be returning to in school learning will be expected to wear a full uniform*

- ♦ My son's computers are not turning on. One went out and he was using a backup. Now the other has went out. My other son's camera is starting to act up. Is there a number, email or place that I can drop them off for repair or exchange them?

*Repairs and support can be resolved with help from our IT department. Please submit a help desk ticket at: <https://www.garycsc.k12.in.us/it-support-help-desk/>*

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## 2.0 TRANSPORTATION CONTRACT

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2-21-21

Dear Courtney Schaafsma,

The Gary Community School District recently went out for bid for its transportation services. Our current vendor had been with the district for the past 14 years and we felt it was time to relook at these services.

We received a total of 3 bids from various vendors. After completing the rubric, the team scored bids and awarded First Student the winning bid.

This rubric was not solely based on cost factors, it looked at other services such as special education, technology, location of the bus company and customer satisfaction.

We feel this new partnership will great service enhancement for our district and kids. They have also made a commitment to give back to community programs in partnership with us yearly.

If you have any further questions, please feel free to reach out to me.

Sincerely,



Paige McNulty

### **SCHOOL BUS TRANSPORTATION SERVICES AGREEMENT**

THIS AGREEMENT ("Agreement") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Gary Community School Corporation located at 900 Gerry Street, Gary, IN 46406, (hereinafter called "District"), and First Student, Inc., with its national headquarters at 600 Vine Street, Suite 1400, Cincinnati, Ohio 45202-5755 and local business offices for purposes of this Agreement located at \_\_\_\_\_ (hereinafter called "Contractor," together with the District, the "Parties").

### **WITNESSETH**

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the Parties agree as follows:

#### **SECTION 1: TERM**

- 1.1 The term of this Agreement shall commence July 1, 2021 and shall continue through June 30, 2026 ("Term") for 180 school days plus any additional summer school days according to the school calendar and District agrees to pay the Contractor at the rates specified in Exhibit A, except as otherwise provided in paragraph 10.2 of this Agreement. This Agreement may be extended by mutual written agreement for three (3) additional one-year periods, the negotiation process for each extension including the negotiation of new economic terms, to occur on or before February 1st of the preceding Contract Year. For purposes of this Agreement, the term "Contract Year" shall mean each one-year period commencing on July 1<sup>st</sup> during the term of this Agreement.

#### **SECTION 2: SCOPE OF SERVICES REQUIRED**

- 2.1 Contractor shall, during the term of this Agreement, supply and maintain such school buses (in quantity and capacity) and personnel as are required to fulfill the District's needs for transportation services as described in the Bid Specifications and Contractor's Proposal. In the event of a conflict between these documents and the provisions of this Agreement, this Agreement will control. Otherwise, the terms of the Bid Specifications and Contractor's Proposal shall govern the Parties' relationship, in the following order of precedence: (1) Contractor's Proposal and (2) the Bid Specifications.

- 2.2 District and Contractor will consult on a regular basis concerning the Transportation requirements of District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. District may increase or decrease services to be provided by Contractor under this RFP ( "Schedule Readjustments"). However, where Schedule Readjustments impact by 5% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this RFP, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by District, provided, however that such rate adjustments are subject to prior written approval by the Manager of the District.
- 2.3 District represents, warrants and covenants that from and after the effective date of this Agreement, District will use Contractor as District's sole and exclusive provider for all of District's home-to-school and Charter Transportation as set forth in Exhibit A hereto. "Charter Transportation" shall mean the outsourced transportation of any and all persons to be transported for field trips, excursions, extracurricular, athletic, creative or academic activities, or any similar purpose.

### SECTION 3: COMPENSATION AND BILLING

- 3.1 In consideration for all services rendered hereunder, District shall pay to Contractor all undisputed sums due and owing in accordance with the rates set forth in Exhibit A.

Contractor will submit to District a monthly statement of its services rendered during the prior month. After verification of the statement, District shall pay the full amount due to the Contractor no later than 30 calendar days following the date on which the statement has been received by the District.

In the event that District fails to make a payment on any sums due hereunder, and such sums remain unpaid for 30 days following receipt of the invoice by District, Contractor shall be entitled to: a) charge interest on unpaid amounts at the rate of 1.5% per month. In the event of repeated delinquency by District, Contractor shall have the right to request a deposit or payment bond from District before resuming service. Contractor shall be entitled to, without limitation, court costs, litigation expenses and attorneys' fees incurred in any attempt to collect unpaid amounts due under this Agreement.

If any statement amount is disputed by District, District shall deliver written notice specifying the disputed amount to the Contractor within 10 business days of receipt of the statement by District. In the absence of District timely providing said written notice, District waives any right to dispute said statement in the future. District



shall pay all amounts not disputed to Contractor no later than 30 calendar days following the date on which the statement has been received by the District.

- 3.2 The Parties agree that pricing encompasses fixed and variable cost that is designed to capture the cost of labor, capital expenditures, protective equipment, cleaning supplies and outlays, and other contractual obligations assumed by the Contractor for the benefit of the provision of transportation services to the District. For purposes of this Agreement variable cost is defined as cost associated with hourly employees and fixed costs include but are not limited to costs associated with overall management and administration, facilities cost, fleet investment and maintenance, technology, insurance and other operations costs. Also, pricing encompasses profit that should be received by the Contractor for managing and operating the District's transportation services.
- 3.3 The Parties also agree that the Contractor's bid model assumes that payment will not be interrupted in any manner over the agreed upon term and if said bid model is interrupted in any manner, the Parties shall renegotiate an equitable solution that supports the bid model. If the Parties cannot agree on an equitable solution within thirty business days, then either party has the right to terminate for convenience.

#### SECTION 4: ESCALATION

- 4.1 District and Contractor recognize that certain of Contractor's costs are subject to change during the term of this Agreement. As such, District and Contractor have negotiated escalation amounts set forth in Exhibit A.
- 4.2 In the event of unusual circumstances, such as changes in local, state or federal laws, regulations or specifications or recommendations, to include enhanced safety protocols such as increased vehicle cleaning protocols; health screenings; vehicle configuration/modification; PPE; or seat belt installations; or increased insurance or surety premiums or any other condition which causes any of Contractor's operating costs to increase at a disproportionate rate to existing rate, then the Parties shall negotiate in good faith to seek an equitable rate adjustment. Contractor shall make a reasonable effort to maintain daily rates as stated in Exhibit A. If Parties are unable to reach agreement on adjusted rates or District fails to pay such rates, then either party may terminate the Agreement upon fifteen (15) days written notice to the other party.
- 4.3 In the event of a driver shortage, Contractor shall be permitted to pass through the cost of incremental labor and travel and expense costs upon prior written approval by the Manager of the District. A driver shortage shall mean less than 90% of the drivers needed meet the District's service requirements.

#### SECTION 5: FUEL

- 5.1 Contractor shall purchase at its own cost, including taxes, all fuel required for the operation of buses hereunder. Fuel prices are assumed at \$ 2.10 per gallon. Should Contractor's cost of fuel exceed \$ 2.10 per gallon including taxes, District will reimburse Contractor the excess cost. Contractor will provide documentation substantiating its fuel costs upon the written request of the District. Should fuel prices fall below \$2.10, Contractor will credit the District the difference.

#### SECTION 6: ROUTES AND SCHEDULES

- 6.1 Contractor shall be primarily responsible for planning all routes, stops and schedules. Contractor shall furnish District a complete route map on or before the first day of enrollment of each school year.
- 6.2 District shall furnish Contractor service dates with a list of student names and addresses not later than 30 days prior to the start of each school year, from which Contractor will construct a complete route map on or before the first day of enrollment of each school year. Contractor shall use the route information provided by the District to calculate the approximate time of pick up and drop off for each stop. Contractor shall then provide a list of such times to District. District shall inform parents and families of these times. Contractor shall own all routing it constructs, provided however that the District shall be granted an irrevocable license in perpetuity to use such routing plans and related documents as the District sees fit that have been created by Contractor.
- 6.3 District reserves the right to establish the routes and schedules to be followed and to make changes therein from time to time. District shall notify Contractor whenever changes are necessary in routes or time schedules, and Contractor shall make a reasonable effort to adjust its operations to incorporate such changes within five (5) business days after notice is received from District. In the event District changes routes or schedules once service has begun or been published, District will assist in republication of changes or other notification to those patrons whose service has been changed. Contractor shall consult with District as to stops or portions of routes that Contractor considers to be a safety concern due to traffic patterns or configurations. In the event any stop or portion of a route remains unchanged by District after such discussions, and Contractor believes such stop or route presents an unacceptable safety risk to Contractor's property or students, Contractor may reject the stop or route portion and provide District with alternative designations by written notice.

#### SECTION 7: RECORDS AND REPORTS

- 7.1 Contractor shall provide within 30 business days of any request, those reports and records which may be reasonably requested by the District pertaining to students, routes, stops, mileage audits and other information having to do with daily



operations. In reviewing Contractor's records, District shall protect the confidentiality of Contractor's proprietary or confidential information included in the data provided. All information that Contractor deems to be proprietary or confidential shall clearly be identified and marked by Contractor with the word "Confidential."

- 7.2 Contractor shall maintain such records and submit such reports, as are deemed necessary by District and as negotiated between Contractor and District from time to time. All reports required by District shall be submitted on forms mutually agreed upon by both Parties. Contractor will not be responsible for filing on behalf of the District any state or regulatory reports concerning ridership or reimbursement.
- 7.3 The Contractor shall immediately notify the Manager of the District, by telephone and confirmed as soon as practicable in writing, of the occurrence of any incident involving student riders, or an accident reportable by law that involves a vehicle with passengers that is being used to provide transportation services pursuant to this Agreement. Written notification shall contain a full and complete statement of all relative facts including police case number when available.

#### SECTION 8: INDEMNIFICATION

- 8.1 Contractor agrees to indemnify, hold harmless and defend District, its governing board, administrators, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by Contractor's negligence in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees, student-upon-student violence; routing; or Contractor's good faith adherence to District's policies, procedures or directives.

#### SECTION 9: INSURANCE

- 9.1 Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement for claims arising under this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than \$10,000,000.00 each occurrence and aggregate bodily injury and property damage and \$10,000,000.00 Personal Injury each occurrence and aggregate; Automobile Liability limits of not less than \$10,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos; Upon request, Contractor agrees to provide to District a certificate of insurance evidencing such coverage and designating District as an additional insured as its interest may appear for both the General and Automobile Liability programs, such certificate to be provided by July 1st of each Contract Year, or on renewal of such policies. All insurance policies shall provide that no coverage shall be canceled except by thirty (30) days' written notice to Contractor and District. Insurers shall

maintain a minimum A.M. Best's & Company rating of A or Contractor shall obtain insurance from a company mutually agreed upon between Contractor and District. Upon request, Contractor shall provide District with a certificate of insurance as evidence of having statutory workers' compensation coverage at levels and in forms required by the laws in which Contractor shall operate for this Agreement.

#### SECTION 10: FORCE MAJEURE

- 10.1 In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, governmental action, executive order or any other condition or cause beyond Contractor's control, including but not limited to pandemics and epidemics, District shall excuse Contractor from performance under this Agreement and Contractor shall excuse District from performance under this Agreement, including but not limited to the District's payment obligations under this Agreement.
- 10.2 Notwithstanding any provision of this Agreement to the contrary, if District, or any government agency temporarily, intermittently, or permanently suspends classes during the term due to a pandemic or other Force Majeure Event (each a "Closure Period"), for each school day during the Closure Period that school would have been in session but for the Closure Period, District shall pay Contractor 80% of the daily rate with drivers remaining on the payroll ("Closure Expenses") or District may opt to pay Contractor 40% of the daily rate with drivers indefinitely furloughed. However, if District fails to pay all the Closure Expenses, and the Closure Period continues for longer than 10 school days, Contractor may terminate this Agreement upon the provision of written notice to District.

#### SECTION 11: SCHOOL CLOSINGS OR CHANGES IN SCHEDULE

- 11.1 Whenever (a) inclement weather or impassibility of roads occurs, (b) school is canceled or delayed or virtual or e-learning is directed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. District shall pay Contractor the full daily rate per bus for days when District fails to notify Contractor by 5:00 a.m. of school cancellation.
- 11.2 Notwithstanding the foregoing, in the event of circumstances in the operation of any school which necessitate early dismissal for student health or safety reasons, the Contractor and District shall cooperate to facilitate orderly transportation of students in the most efficient manner possible in light of the circumstances presented.



#### SECTION 12: SAFETY PROGRAM

- 12.1 Contractor shall be responsible for implementing, maintaining, and reviewing annually a comprehensive pupil transportation safety program.
- 12.2 Contractor's employees shall not be required to perform any medical functions for passengers, including but not limited to administering EpiPen.

#### SECTION 13: MANAGEMENT PERSONNEL

- 13.1 Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to District. Contractor will designate a crisis management contact person for emergency contact with the District. Prior to the start of the school year, the Contractor shall inform District of the name(s), contact telephone number(s) and address(es) of such management personnel.
- 13.2 District shall employ management personnel who shall be responsible for coordination of the student transportation requirements of District to be furnished under this Agreement and who shall be District's liaison to Contractor. District will designate a crisis management contact person for emergency contact with the Contractor. Prior to the start of the school year, District shall inform the Contractor of the name(s), contact telephone number(s) and address(es) of such management personnel.

#### SECTION 14: OPERATIONS PERSONNEL/DRIVERS

- 14.1 Contractor shall employ a sufficient number of qualified drivers and support personnel to assure the District of continuous, reliable, safe, and on time service.
- 14.2 Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus, to drink any intoxicating beverage, or to be under the influence of drugs or alcohol while operating any bus.
- 14.3 Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, District shall have the right to request Contractor to remove from service to District any employee who, in District's sole discretion, is deemed unsuitable for the performance of transportation services for District; provided that District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations.

14.4 Contractor shall provide qualified drivers/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of District. Not less than sixty (60) days prior to the start of any school year, District shall advise the Contractor of District's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing District's students. Contractor agrees that each driver shall:

14.4.1 Possess a valid license or permit issued by this State authorizing such a person to operate a school bus.

14.4.2 Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter.

14.4.3 Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.

14.4.4 Prior to employment and from time-to-time thereafter, to the extent permitted by law, undergo such tests as may reveal, within a reasonable degree of medical or scientific certainty, the presence or absence of drugs or controlled substances in the body and such tests as may clinically reveal alcoholism or alcohol abuse. Negative findings for such tests shall be a condition of employment.

14.4.5 Meet any other criteria required by law or by District's policies, rules or regulations.

#### SECTION 15: TRAINING REQUIREMENTS

15.1 Contractor shall provide thorough instruction to drivers in compliance with state and federal safety and operations guidelines and regulations. The District shall have the right to review course content.

15.2 Prior to the start of the school year, Contractor will provide time at one of its driver orientation sessions so that District administrators may address drivers assigned to work under this Agreement on matters relating to the expectations for student conduct and to familiarize drivers with members of the school administration. Such orientation will be at a time and place mutually agreed upon by Contractor and District. District may not distribute materials to drivers without Contractor approval.

#### SECTION 16: EQUIPMENT



- 16.1 All school buses supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the applicable laws and regulations. Contractor shall maintain the school buses used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.
- 16.2 The prices included with this Agreement do not include modifications to vehicles if seat belts or GPS or other equipment (collectively, "equipment") were included in the equipment provided for students under this Agreement. If District or any government agency shall at some time in the future mandate that Contractor provide GPS or seat belts for use in vehicles, the Parties shall negotiate in good faith alternative pricing and availability of vehicles to service District under this Agreement. In the event that District or any governmental agency imposes equipment requirements other than those set forth above on Contractor's vehicles during the term of this Agreement, which are specific requirements for the operation of this Agreement or immediate installation is required for continuing operation of the vehicles, Contractor and District in good faith shall negotiate price increases applicable to such equipment requirement. If the Parties do not reach an agreement regarding applicable price increases, either party may terminate this contract upon not less than 60 days prior written notice to the other party.
- 16.3 Contractor agrees that all vehicles shall be equipped with two-way radios. Contractor agrees to perform an inspection of all radios prior to the start of the school year to ensure proper performance.
- 16.4 Contractor agrees that all vehicles shall be equipped with a video surveillance system for use on the school buses provided under this Agreement. Contractor shall supply four (4) video cameras with audio (if audio is permitted to be used by applicable law) and video recording capabilities for every bus. Contractor shall retain ownership of the video monitoring equipment and will be responsible for supplying all video recording devices, repair and replacement of the equipment. In addition, Contractor and District will develop and update as necessary guidelines and procedures for handling, reviewing, maintenance and disclosure of video recordings and the information they may contain, but in no event shall the Contractor be required to retain recordings for longer than 14 days.

Contractor shall be responsible for, and hold the District harmless from any liability arising from or in connection with audio recording on buses. Any vehicle that records audio on a bus under this Agreement shall only be done by Contractor in accordance with applicable law and Contractor shall post a notice indicating that the bus is recording audio. In the event audio recording is permissible under applicable law and is used by Contractor, the District agrees to notify and obtain consent from all passengers on the vehicles, or a parent or legal guardian if the passengers are minors, with respect to the audio recording on the vehicles. To the extent consent from all passengers on the vehicles, or their parents/legal guardians in the event the passengers are under age 18, cannot be obtained by

the District, then the Contractor shall not be permitted to use audio recording on the bus.

- 16.5 District may direct the Contractor to perform additional tasks under this Agreement. Contractor may perform such assignments in accordance with an agreed upon schedule and level of effort. Contractor will invoice the District per cost structure in Exhibit A.
- 16.6 District shall reimburse the Contractor for all expenses related to new mandates brought on by the need to implement operational changes in the provision of transportation services as a result of any increased public health issues or concerns. These added expenses are outside of Contractor's agreed upon operational expenditures. As such, the District shall reimburse the Contractor for said expenses on a monthly basis, provided such expenses have first been presented to the Manager of the District in writing and pre-approved by the Manager of the District in writing.

#### SECTION 17: PUPIL DISCIPLINE/VANDALISM

- 17.1 The ultimate responsibility and authority to suspend or expel any pupil from transportation services hereunder shall rest with District. Contractor's drivers are responsible only for such discipline as is required to operate Contractor's buses properly and safely. Each driver shall handle all disciplinary matters in strict accordance with District policy. In no case will a driver eject a pupil from a bus for misbehavior except in the event of an extreme emergency endangering the safety of other pupils or drivers and then only after radio notice to Contractor's terminal and to the pupil's building or school principal. In all cases of disciplinary ejection, the bus shall remain at the approximate area of student discharge until authorities arrive on site and authorize it to proceed on route. All discipline problems shall be reported in writing by the next school day following completion of the route. The District and Contractor will, in the event Contractor determines that a pupil poses a danger to himself/herself or other passengers, cooperate to provide a safe transportation environment prior to Contractor being required to transport such pupil. Further procedures and regulations for the administration of discipline shall be established cooperatively between District and Contractor.
- 17.2 Vandalism and damage to Contractor's equipment or facilities shall be the responsibility of Contractor. District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities where damage is determined to be caused by District students or personnel. Contractor may, with the written concurrence by the District, refuse to provide a pupil with transportation services until vandalism damages caused by such pupil are paid.

#### SECTION 18: ASSIGNMENT



- 18.1 This Agreement shall not be assigned by the Parties hereto, without the written consent of District, which consent shall not be unreasonably withheld or delayed.

#### SECTION 19: TERMINATION

- 19.1 If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement within ten (10) business days following the last day of the 30-day default notice period. If the non-defaulting party does not provide the notice of termination within ten (10) business days following the last day of the 30-day default notice period, then the default notice shall be deemed rescinded.
- 19.2 District has the ability to cancel this Agreement effective at the end of any Contract Year on the failure of the state legislature or other applicable governmental entity to provide adequate funding to allow District to provide transportation services to students within District. In the event District shall elect to terminate this Agreement due to state legislative funding deficiencies, District shall give written notice to Contractor within 30 days of the District being officially notified by the State of the legislative funding deficiencies and no later than May 1<sup>st</sup> of the contract year, and the Agreement shall terminate at the end of the then current Contract Year in which such written notice is given by the District to the Contractor. As the Contractor will make reasonable efforts to offset costs in the event of a termination, the District shall reimburse the Contractor in full for any costs actually incurred by Contractor prior to the effective date of termination of this Agreement. In the event state funding is restored following a termination of this Agreement under this Section, the Contractor shall be entitled to a right of first refusal to provide continuing service to District under this Agreement.
- 19.3 Either party may terminate this Agreement for convenience upon not less than one hundred eighty (180) days prior written notice to the other party. In the event either party invokes the termination right under this provision, then both parties shall no longer be obligated to perform under this Agreement after the effective date of termination.

#### SECTION 20: SURVIVAL

- 20.1 The mutual obligations described in Compensation and Billing, and Indemnification hereof shall survive the termination or expiration of the Agreement, provided however, that the only Compensation and Billing permitted following the

termination or expiration of this Agreement shall be for services actually performed by the Contractor prior to the effective date of the termination of this Agreement.

#### SECTION 21: STATUS OF CONTRACTOR

- 21.1 Contractor shall be an independent contractor employed by the District to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of District. Contractor shall be responsible for and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

#### SECTION 22: SEVERABILITY

- 22.1 In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

#### SECTION 23: EXTENSION AND MODIFICATION

- 23.1 Contractor and District may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the Parties.

#### SECTION 24: NOTICE TO PARTIES

- 24.1 All notices to be given by the Parties to this Agreement shall be in writing and served by depositing the same in the United States mail, postage prepaid, registered or certified mail.

Notices to District shall be addressed to:

Manager  
Gary Community School Corporation  
900 Gerry Street  
Gary, IN 46406

Notices to Contractor shall be addressed to:

First Student, Inc.

Attention: Area General Manager

With a copy to:

FirstGroup America  
600 Vine Street, Suite 1400  
Cincinnati, OH 45202  
Attention: General Counsel

- 24.2 Either party may change its address of record for receipt of official notice by giving the other party written notice of such change and any necessary mailing instructions.

#### SECTION 25: ENTIRE AGREEMENT

- 25.1 This Agreement sets forth the entire agreement between the Parties concerning the subject matter hereof. There are no representations, either oral or written, between the Parties other than those contained in this Agreement.

#### SECTION 26: COMPLIANCE WITH THE LAW

- 26.1 Notwithstanding any contrary provision in this Agreement, the Contractor shall comply with federal, state and local laws, rules and regulations in providing transportation services described herein.

#### SECTION 27: DISPUTE RESOLUTION

- 27.1 The Parties shall negotiate in good faith to resolve any dispute that may arise under this Agreement. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. In the absence of an agreement on a mediator, each party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. If mediation is not successful, the Parties may pursue their remedies as they choose. Nothing in this Agreement shall be deemed to prevent the Parties from agreeing in the future to submit a dispute to arbitration or file with a court of competent jurisdiction.

#### SECTION 28: PLACE OF CONTRACT/CONTROLLING LAW

- 28.1 This Agreement shall be governed by the laws of the State of Indiana, without regard to conflicts of law principles.

#### SECTION 29: AUTHORITY

- 29.1 Both Parties warrant that they are properly authorized to enter into this Agreement.



SECTION 30: PUBLIC OBLIGATION

- 30.1 District acknowledges that this Agreement serves a public purpose and that any payments associated with this Agreement for the provision of any aspect of student transportation services promotes a public purpose and is for the public welfare.

IN WITNESS WHEREOF, the Parties hereto have executed the Agreement the day and year first hereinabove written.

First Student, Inc.

Gary Community School District

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

Attest:

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved by:  
Distressed Unit Appeal Board

By: \_\_\_\_\_  
Title: \_\_\_\_\_





EXHIBIT A

**Exhibit A**  
**First Student, Inc.**  
**Gary Community School Corporation**

49 Total Routes - Base Bid

Route Description	Guaranteed Time	Quantity	Estimated Days	Year 1	Year 2	Year 3	Year 4	Year 5
General or SPED route	4 hours	49	180	\$369.76	\$379.00	\$388.48	\$398.19	\$408.14
Excess Hour Charge	>4 hours	TBD	180	\$41.00	\$42.03	\$43.08	\$44.16	\$45.26

**ADDITIONAL ROUTES**

Midday	2 hours	5	180	\$102.87	\$105.44	\$108.08	\$110.78	\$113.55
After School	2 hours	8	180	\$82.48	\$84.54	\$86.65	\$88.82	\$91.04
Saturday School	4 hours	1	5	\$456.60	\$468.02	\$479.72	\$491.71	\$504.00
Food Delivery	4 hours	8	4	\$369.76	\$379.00	\$388.48	\$398.19	\$408.14

Summer School RegEd	4 hours	15	30	\$369.76	\$379.00	\$388.48	\$398.19	\$408.14
Summer School SpEd	4 hours	3	30	\$369.76	\$379.00	\$388.48	\$398.19	\$408.14

McKinney Vento - Bus	4 hours	TBD	TBD	\$394.81	\$404.68	\$414.80	\$425.17	\$435.80
McKinney Vento - MPV	4 hours	TBD	TBD	\$322.84	\$330.91	\$339.18	\$347.66	\$356.35

**HOURLY RATES**

Excess Hour Charge*	Billed in nearest 15 minute increment	\$41.00	\$42.03	\$43.08	\$44.16	\$45.26
Extracurricular**	2 hour minimum Callout	\$55.00	\$56.38	\$57.79	\$59.23	\$60.71
Monitors***	4 Hour Minimum - excess billed at monitor rate	\$22.24	\$22.80	\$23.37	\$23.95	\$24.55

\*Excess hour charges are to be billed in the nearest 15 minute increment for any route that exceeds the guaranteed route time listed above. Route times are gate to gate including pre and post check.

\*\*Extracurricular routes are to be billed based on a 2 hour minimum call out. Pricing assumes a minimum of 450 extracurricular hours per year.

\*\*\*Monitors; 20 monitors will be employed by First Student. Monitor routes will be billed based on a 4 hour route time hours plus any excess hour charge at the monitor hourly rate shown. A minimum of 14,000 hours are assumed.

+McKinney Vento routes will be added as needed. Route prices above assume additional vehicles will be needed for this service. Should routes/vehicles be added, the daily rate will be applied for the total school days remaining for the year, not just days the route runs.

Pricing above assumes the District will incur a minimum of 9,115 excess hours per year; this equates to roughly 1.1 excess hours per day (average) for each Double and Triple route. Should these routes reduce length and excess hours drop 5% or more below the 9,115 hours, renegotiation will take place.

Liquidated damages will not be assessed throughout the term if above pricing is accepted.

**INCREASED OR DECREASED ROUTE COUNT PRICING SCENARIOS BELOW**

Route Description	Guaranteed Time	Quantity	Estimated Days	Year 1	Year 2	Year 3	Year 4	Year 5
5% increase								
General or SPED route	4 hours	52	180	\$368.25	\$377.46	\$386.90	\$396.57	\$406.48
10% increase								
General or SPED route	4 hours	55	180	\$363.60	\$372.69	\$382.01	\$391.56	\$401.35
15% increase								
General or SPED route	4 hours	58	180	\$359.49	\$368.48	\$377.69	\$387.13	\$396.81
20% increase								
General or SPED route	4 hours	61	180	\$362.07	\$371.12	\$380.40	\$389.91	\$399.66
-5% decrease								
General or SPED route	4 hours	47	180	\$369.94	\$379.19	\$388.67	\$398.39	\$408.35
-10% decrease								
General or SPED route	4 hours	44	180	\$375.71	\$385.10	\$394.73	\$404.60	\$414.72
-15% decrease								
General or SPED route	4 hours	41	180	\$382.22	\$391.78	\$401.57	\$411.61	\$421.90
-20% decrease								
General or SPED route	4 hours	38	180	\$390.19	\$399.94	\$409.94	\$420.19	\$430.69

## 3.0 E-RATE CONTRACTS



### Gary Community School Corporation

*Doing What Is Best For Students - Today - Tomorrow - Everyday*

900 Gerry Street • Gary, IN 46406 • (219) 881-1434

#### Darrell Riddell

Director of Information Technology

[driddell@garycsc.k12.in.us](mailto:driddell@garycsc.k12.in.us)

February 8th, 2021

To: Dr. Paige McNulty, Emergency Manager

From: Darrell Riddell, IT Director

RE: E-Rate Funding

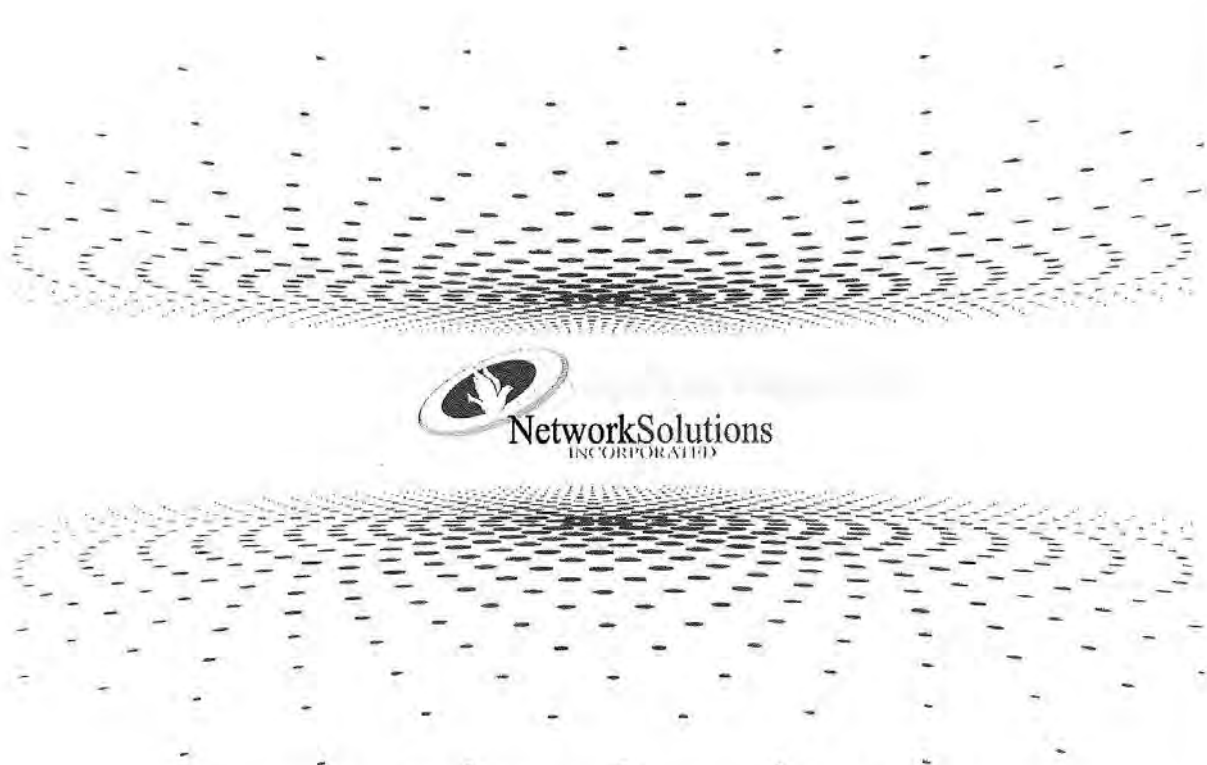
The Gary School Corporation has completed the bidding process for E-rate. The bidding process covered three areas; network equipment, internal cabling and uninterruptable power supplies (UPS). There were five companies that bid; ESI Technology, Logocalis, Network Solutions Inc, Sitewise and Trace3. The winning bid went to Network Solutions Inc (NSI) for all three areas.

This was based off of GCSC bidding rubric. The rubric included; Price of the ELIGIBLE goods and services, Technical solution, References/experience/expertise/Prior experience with the district, other cost considerations related to implementing the proposed solutions (price of ineligible goods and services) and Response format. GCSC worked with Ad-Tech who filed our FCC Form 470 and 471, Category 2 (Phase 1,2 &3)

	UPS Base Bid	UPS Optional	Switches (Meraki All)	Cabling		Total
				Ethernet (1)	Fiber (2)	Subtotal (1-4)
Westside	\$ 33,932.64	\$ 10,356.46	\$159,141.21	\$175,702.23	\$ 28,743.28	\$ 407,875.82
Beveridge	\$ 11,842.14	\$ 3,452.15	\$ 62,167.74	\$ 61,364.42	\$ 8,319.34	\$ 146,645.79
Bailly	\$ 22,637.38	\$ 6,904.31	\$ 83,744.70	\$ 65,739.84	\$ 16,440.44	\$ 195,466.67
McCullough	\$ 15,107.22	\$ 4,602.87				\$ 19,710.09
Banneker	\$ 11,342.14	\$ 3,452.15				\$ 14,794.29
Service Fee				\$ 529.68	\$ 375.00	\$ 904.68
						\$
<b>Original Total</b>	<b>\$ 94,361.52</b>	<b>\$ 28,767.94</b>	<b>\$305,053.65</b>	<b>\$303,336.17</b>	<b>\$ 53,878.06</b>	<b>\$ 785,397.34</b>
E-rate Purchase	\$ 94,361.52	\$ 28,767.94	\$305,053.65	\$302,806.49	\$ 53,503.06	\$ 784,492.66 ← E-rate Exp
E-Rate Available						\$ 772,659.00 ← E-rate Bus
Overage						\$ (11,833.66) ← Difference

E-rate funding is based off of enrollment and GCSC will pay 15% of the fund allocation.  $(784,492.66 - 15\% = 117,673.90) + 11,833.66 = 129,507.56$ . This funding will provide new UPS, switches and cabling at Westside High School, Beveridge, Bailly, McCullough and Banneker. We will receive these fund around May and the projects can begin in June.

## INTERNAL CABLING



**WHY** we do is as important as **WHAT** we do

**Gary Community School Corp**

2021 Erate - 470 #210006630 - Internal  
Cabling

Quote # 077934  
Version 2  
NSI SPIN #: 143005577

Les Dant  
02/08/2021

[www.nsi1.com](http://www.nsi1.com) | (574) 271-0900





Monday, February 08, 2021

Gary Community School Corp  
Darrell Riddell  
1800 E.35th Ave. Gary Area Career Center  
Gary, IN 46409  
driddell@garycsc.k12.in.us

Dear Darrell,

As a Local Indiana IT Services Firm headquartered in Granger, Indiana, Network Solutions, Inc. appreciates the opportunity to provide pricing for Gary Community School Corp. Our response includes hardware, software, and installation where specified by the proposal.

Network Solutions, Inc. views our participation in this bid as an opportunity to build a long-term business relationship, and to that end we have looked very closely at every opportunity to deliver our responses at the lowest price possible, while at the same time providing the highest level of implementation deliverables and post installation support where applicable.

As a local Indiana IT Services firm, Network Solutions, Inc. has a successful history of performing excellent implementations in Indiana since 1989 and has the distinction of being Cisco Systems Networks "Go-To" partner for Indiana. NSI is fully certified with Cisco Systems products and has many K/12 Cisco Systems installations.

Our Technical team has over thirty (30) Cisco Certified Engineers with the distinction of Three (3) Cisco Certified Internetwork Expert (CCIE) on our local staff. The CCIE is one of the highest certification that Cisco has available and is recognized worldwide. Network Solutions employ two PMI certified PMP managers. The PMP certification is recognized as the premier certification for project managers.

Gary Community School Corp can therefore be assured that all equipment configuration and on-site installation will be performed by Indiana-based network engineers with local availability for any technical support issues. Network Solutions' engineering expertise comes from our advanced training and hundreds of successful Indiana implementations in the K-12 sector. Over twenty five percent of our business comes from this market including schools systems from Concord, Warsaw, Penn, Plymouth, Elkhart, Valparaiso, New Prairie, Sunman-Dearborn, and LaPorte.

All training and post implementation support will also be delivered by Indiana-based engineers and training staff. Project management is a critical element in a successful implementation and that too will be provided by a local team to ensure the highest levels of access, project performance, and client satisfaction.

Thank you again for this opportunity. We look forward to working with you further on this project.

Les Dant  
Account Manager



## Executive Summary

### ● Executive Summary

As Cisco's 2019 SLED (State, Local and Education) Central United States Partner of the year (14 state region), Network Solutions, Inc (NSI) is pleased to submit our response to the Gary Community School Corp E-rate RFP. NSI is an Indiana based partner with offices in Indianapolis, South Bend, Fort Wayne and Chicago. Our local presence and experience selling Cisco in the state of Indiana since 1994 is not matched by any other Cisco partner. NSI's top priority is excellent customer experience. This is achieved by a staff culture with always puts customer first - from engineering to account management team and purchasing department to customer service staff. At NSI, we look forward to the opportunity to serve Gary Community School Corp.



## Strategic Implementation and Support

### ● Strategic Implementation Methodology

The implementation of your system is critical to the success of your project. The greatest system in the world is a total failure if its implementation is not performed correctly the first time. Network Solutions Inc. understands the critical nature of your implementation. We use our Strategic Implementation methodology to guarantee the installation of your system is smooth and trouble-free. The teams that are assigned to your implementation may vary depending on the application and hardware purchased.

NSI's Strategic Implementation methodology is composed of teams of industry and manufacturer-certified engineers:

- Executive Team
- Resource Manager/Project Manager
- Lead Engineer/Application Team
- Physical Infrastructure Team
- Security Team
- Software/Customization Team
- Training Team
- NSI Helpdesk

A member of each team may be assigned to your project and works directly with you and your staff to ensure a trouble-free implementation.

Your implementation is managed using ConnectWise. Communication to you and your team is accomplished through this software. ConnectWise allows all facets of your project to be tracked and documented.

### ● NSI Executive Team

The NSI Executive Team with your executive team focuses at the start to establish a relationship that will be accessible through all stages of your project. Your executives will be contacted periodically throughout the installation by the NSI Executive Team to provide feedback and recommendations.

### ● Project Manager

Each customer is assigned a PMI Certified Project Manager for the duration of the project. The Project Manager is available for any type of issues that may arise during the project and controls the overall NSI resources.

- Verifies that the resources are available for the project and the Lead Engineer.
- Writes Statement of Work based upon your requirements and project application.
- Verifies that Network Ready For Use testing is completed by the Lead Engineer.

### ● Lead Engineer

The Lead Engineer is directly accountable to you and NSI management for the thorough and timely completion of your project. Their responsibilities include:

- Coordinating activities of all team members
- Coordinating ordering of hardware and software
- Scheduling all phases of the implementation
- Working with your staff, contractors and other vendors



- Installation of the hardware and software
- Providing documentation and Daily Communication Reports (DCR) for your project
- Providing on-site support after the cutover to the new system
- Network Ready For Use testing

● **Physical/Infrastructure Team**

The Physical/Infrastructure Team is responsible for making sure that your network environment/infrastructure is suitable for the applications/hardware purchased. These criteria include:

- Network physical layer supports the system implemented
- New equipment is installed, configured to your specifications and tested
- Existing equipment is upgraded and configured to support standards and protocols and tested
- Lightning and surge protection is in place to protect the equipment
- Document power requirements, advise on any power issues and install UPS systems where required
- Documentation of work performed

● **Software/Customization Design Team**

The Software/Customization Design Team is responsible for advanced functionality and custom programming in your system as it relates to the Network Infrastructure.

● **Training Team**

The Training Team will train either the end-user or will provide a "train the trainer" session for a small group of Technical people using a "hands on" methodology. Administrator training for typical Moves, Adds, and changes is also provided.

● **Security Team**

The Security Team examines all elements of your network related to network applications. The team is proactive in advising you of any other network issues and will make recommendations for other security services such as vulnerability and penetration testing.





## NSI Company Overview

Since 1989, Network Solutions, Inc. (NSI) has focused on providing stable and secure network communication solutions. NSI is a privately held company with corporate headquarters in Granger, Indiana with offices in Indianapolis, Fort Wayne and Chicago.

Network Solutions, Inc. specializes in creating positive business outcomes by implementing empowering technology solutions. What we do is very important but WHY we do it is just as critical. Designing and deploying the solutions for the right situation at the right time can improve organization's employee productivity, reduce expenditures, improve time to market and reduced risk. Our key areas of expertise include design, implementation and support of network infrastructure, data security, collaboration technologies, data center solutions and wireless networking.

NSI's extensively trained engineers possess in-depth industry knowledge and are ready to put their skills and knowledge to work for you. Our engineers focus on learning and understanding your very specific situation and needs, then providing timely solutions and complete communication. Network Solutions' process maximizes business outcome solutions for our customer organizations.

Network Solutions continues to grow and improve by remaining true to its founding principles. Emphasis is still focused on excellent customer service, agility in responding to customer needs, employee care is top priority and most importantly a desire to honor God with their work. Network Solutions, Inc. continues to celebrate its growth and success with happiness and gratitude to all who have made it possible; God, customers and employees.

- 1989 Network Solutions, Inc. founded by Larry Tadevich
- 1996 Network Solutions becomes a Cisco Premier Partner
- 2001 Achieved Cisco Silver Certification  
Achieved Cisco Unified Communication Cert.
- 2003 NSI Opens Indianapolis Office
- 2004 NSI Opens Chicago Office
- 2007 Achieved Cisco Customer Satisfaction Award  
Achieved Indiana Chamber of Commerce's "Best Place to Work in Indiana" in the private, small business group
- 2014 25th Anniversary of NSI  
Awarded Best Places to Work in Indiana  
NSI Opens Fort Wayne Office
- 2015 Featured by CIOReview Magazine as one of "20 Most Promising Networking Solution Providers 2015"
- 2016 Bob Tadevich named new president of NSI  
Awarded Best Places to Work in Indiana for 4<sup>th</sup> time  
Awarded Master Collaboration certification  
Awarded SLED (State & Local Government and Education) Central Cisco Partner of the Year
- 2017 Awarded Best Places to Work in Indiana for 5<sup>th</sup> time  
NSI releases ProCare Managed Services Offering
- 2018 Network Solutions awarded by Cisco Most Strategic Partner Award
- 2019 Awarded Cisco Partner of the Year for SLED (State & Local Government / Education) Central Region

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**NSI Facts**

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Legal Company Name:	Network Solutions, Inc.
Tax Exempt Number:	003780007-001-2
Federal Tax ID:	35-1765727
E-Rate SPIN:	143005577
Company Physical Address:	12190 Adams Road Granger, Indiana 46530  9640 Commerce Drive, Suite 420 Carmel, Indiana 46032  6349 Constitution Drive Fort Wayne, Indiana 46804  180 N Michigan Avenue, Suite 1910C Chicago, Illinois 60601
Company Mailing Address:	P.O. Box 193 Granger, Indiana 46530
Company Phone Number:	574-271-0900 (Granger) 317-489-5423 (Indianapolis) 260-657-6072 (Fort Wayne) 312-470-7700 x8122 (Chicago)  888-247-0900 (Toll Free)
Company Contacts:	<b>Les Dant</b> Account Manager (574) 302-2568 lesd@nsi1.com  <b>Kimm Streit</b> Sales Support (574) 271-0900 kimms@nsi1.com



## Cisco Certifications

### ● CCENT - Cisco Certified Entry Networking Technician



CCENT certified professionals have the knowledge and skill to install, operate, and troubleshoot a small enterprise branch network, including basic network security. It opens doors to a career in networking.

### ● CCNA - Cisco Certified Network Associate



The CCNA validates the ability to install, configure, operate, and troubleshoot routed and switched networks, data centers, security solutions, Collaboration and wireless networks.

**Certifications in Routing & Switching, Data Center, Security, Collaboration, and Wireless**

### ● CCDA - Cisco Certified Design Associate



CCDA validates knowledge required to design a Cisco converged network. With a CCDA certification, a network professional demonstrates the skills required to design routed and switched network infrastructures and services involving LAN, WAN, and broadband access for businesses and organizations.

**Certifications in Collaboration**

### ● CCNP - Cisco Certified Network Professional



Those who achieve CCNP have demonstrated the skills required in enterprise roles such as network engineer, support engineer, systems engineer or network technician to plan, implement, verify and troubleshoot enterprise solutions and work collaboratively.

**Certifications in Routing & Switching, Data Center, Collaboration, and Wireless**

### ● CCDP - Cisco Certified Design Professional



Cisco network design expertise the Cisco CCDP certification program focuses on advanced addressing and routing protocols, WANs, services virtualization, and integration strategies for multi-layered Enterprise architectures.

**Certifications in Routing & Switching, Data Center, Wireless, and Collaboration**

### ● CCIE - Cisco Certified Internetwork Expert



The (CCIE) certification is accepted worldwide as the most prestigious networking certifications in the industry. Network Engineers holding an active Cisco CCIE certification are recognized for their expert network engineering skills. The CCIE community has established a reputation of leading the networking industry in deep technical networking knowledge and is deployed into the most technically challenging network assignments.

**Certifications in Routing & Switching, Data Center, Wireless, and Collaboration**

### ● Additional Professional Certifications





● NSI Staff Certifications

Data Center	Collaboration	Security	Wireless	Infrastructure	Virtualization/ Storage





## Testimonials

### ● Mike Sniadeki – City of South Bend

[Press Release] "The South Bend Parks & Recreation Department and the Office of Innovation & Technology are excited to announce their new wireless infrastructure at its Charles Black and Martin Luther King Jr. Recreation Centers.

Working to improve network and internet access at those sites, the Office of Innovation & Technology selected Network Solutions, Inc. of Granger, Indiana to assist with assessing and remediating their wireless/internet network needs. Network Solutions recommended a Cisco/Meraki wireless network infrastructure solution to address the connectivity needs for the two sites.

After the network cables were installed by Martell Electric of South Bend, Network Solutions and the Office of Innovation & Technology Infrastructure team then installed the upgraded wireless solution for both employees' network and internet access. The wireless network now also provides guest internet access for visitors of both the Charles Black and Martin Luther King Jr. Recreation Centers.

The wireless connections will improve the convenience and efficiency of work for employees, while creating an enhanced visitor experience for guests of the recreation centers."

### ● Aaron Cleveland - MIS Coordinator - Pike Township Fire Department

"Also, Chief Bachman really appreciated your conversation today. He is always blown away when he talks to you guys. He enjoys having a conversation instead of a hostage situation as before. I appreciate all the hard work getting these numbers together."

### ● Justin Johnson – Kokomo Schools

"NSI is a fantastic company full of dedicated people. Every interaction, whether it be simple renewals to large projects, have been handled with excellent service and great communication."



## Subcontractor Scope of Work

### **Project 1- Copper Cabling:**

- Provide and install (700) dual CAT5E plenum cables, to include:
  - (356) at West Side Academy
  - (106) at Beveridge Elementary
  - (129) at Bailly Middle
  - (109) at Gary Middle
- Provide and install (301) single CAT6A plenum cables, to include:
  - (142) at West Side Academy
  - (59) at Beveridge Elementary
  - (48) at Bailly Middle
  - (52) at Gary Middle
- Provide blue CAT5E cable and CAT5E jacks.
- Provide yellow CAT6A cable and CAT6A jacks.
- Provide separate patch panels for CAT5E cables VS CAT6A cables.
- Provide lift rental for high areas.
- Provide project management.
- Provide cable test results and as-built prints.
- Per-run pricing is based on an average of 250' runs, as instructed in the RFP.

### **Project 1 - Pricing:**

- Per dual CAT5E price: \$ 357.23
- Per CAT6A average-run price: \$ 326.16
- Per CAT6A lift-run price: \$ 414.18
- Per School miscellaneous cost price: \$ 3,106.30

### **Project 2- Fiber Cabling:**

- Provide and install (15) 6-strand OM4 fiber cables, and (1) 6-strand OM1 cable, to include:
  - (7) at West Side Academy; (6) OM4 and (1) OM1
  - (2) at Beveridge Elementary
  - (4) at Bailly Middle
  - (3) at Gary Middle
- Provide fiber drawers and fiber adapter panels. OM4 fiber will be LC connectors; OM1 will be ST.
- All fiber cable will be armored plenum. OM4 cable will be aqua; OM1 will be orange.
- Per-run pricing is based on an average of 280' runs, as instructed in the RFP.
- Provide cable test results and as-built prints.

### **Project 2 - Pricing:**

- Per fiber run price: \$ 4,118.13

### **Project 3- Racks:**

- Provide and install (17) 2-post 7' racks and wall-to-rack ladder tray.
- Racks and tray will be bolted to the floor and wall.
- Allow 34" of clearance from the wall to the back of the rack, as instructed in Addendum 1.

### **Project 3 - Pricing:**

- Per rack price: \$ 2,135.10

**Project 4- Re-terminate existing fiber cables:**

- At (2) schools, re-terminate and certify existing 6-strand OM1 fiber cable, to include:
  - (9) at Bailly Middle
  - (20) at Gary Middle
- Provide ST connectors.
- Provide cable test results.

**Project 4 – Pricing:**

- Per 6-strand fiber price: \$ 505.20

**Proposal Notes:**

- This proposal adheres to the requirements detailed in the original RFP and Addendum 1.
- All labor will be performed during regular business hours.
- All work will conform to BICSI and TIA/EIA-568-C.2 standards.
- Taxes are not included in the above pricing and will be added to any invoicing, if applicable.
- Material costs are subject to "price in effect" at time of shipment.
- Labor costs are good through August 31, 2021.
- "Project 1" and "Project 2" assumes the racks included in "Project 3" are installed.
- "Project 4" does not include any new fiber housings or fiber adapter panels.
- We do not include any copper or fiber patch cords in this proposal.
- We do not include grounding conductors or ground busses for the racks in "Project 3". This would be the responsibility of an electrical contractor.
- All shipping and handling are included. Material expedition is not included in this proposal. All material shipments will be at ground shipment or freight level.
- Anything (verbal or written) expressed or implied elsewhere, which is contrary to this proposal, shall be null and void.



## Statement of Work Terminology

### ● Statement of Work Terminology

#### Description of a Change Request

Throughout the project, it may be necessary to amend the scope of work to include additional tasks or provide additional equipment to accomplish the original scope. These changes can be identified at various stages of the project but are usually identified in the initial review of the statement of work, during prework or just before implementation.

The requested change may impact the scope, cost and timeline but is deemed necessary to accomplish the original scope so it will be important the entire team discuss the findings and agree the change is necessary.

Once the requested change has been reviewed, a change request form will need to be completed. The change request will be submitted to initiate a re-design to define and document the required changes for final customer approval.

#### Definition of Meetings

Meetings are very important for ensuring all team members are working towards the same goal and completing tasks to accomplish the goal. Therefore, the following meetings may be scheduled during the duration of the project.

- Kick Off Meeting – to discuss the requirements, verify the scope, identify the team members and their role, outline an initial timeline.
- Update Meetings
  - The frequency will be based on the size of the project and outlined in the project plan.
  - Additional meetings are available for an additional charge.
  - All team members are expected to be present.
  - Purpose is to review the project plan.
    - Provide updates on tasks completed.
    - Review next tasks to be completed and agree on due dates.
- Closing Meeting
  - Confirm all work has been completed and all issues resolved.
  - Retrospective (what went well and where improvements can be made).
  - Provide approval to close the project.

#### Description of the Closing Process

Once the engineer has indicated the deliverables have been completed, a request will be sent

- Asking for an update on the implementation
- Verifying everything is working as planned
- Confirming all deliverables have been completed
- Requesting approval to close the project

The closing process should take less than 15 days.

#### Potential Impacts to the Timeline

NSI does not carry inventory which means all equipment is ordered once

- The quote is accepted by the customer





NetworkSolutions  
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- A PO is received
- The project is created if professional services are included

The ship date / delivery date for equipment will define when the project will be scheduled to begin.

In certain situations, an expedite in shipping may be requested. The expedite does not mean the vendor can fulfill the request.

The work effort, resource availability and equipment delivery date, if applicable, will be utilized to define the earliest date when a solution could be implemented.

Timeliness of the data collection effort may impact the implementation date.

Timeliness on providing access to the customer's environment or access to the customer's key technical resource may impact the schedule and implementation date.



## Project Change Request

### ● Project Change Request

Throughout the project, it may be necessary to amend the scope of work to include additional tasks or provide additional equipment to accomplish the original scope. These requests will need to be submitted to NSI on this change request form.

The change request will serve as permission to request the re-design and quote for the requested amendment of scope.

### ● Project Change Request Form

<b>1. Project Information</b>			
a. Project Name:			
b. Account Manager:			
c. Project Manager:			
d. Customer Sponsor:			
<b>2. Change Request</b>			
a. Change Category:	<input type="checkbox"/> Requirements Change	<input type="checkbox"/> Equipment Change	
	<input type="checkbox"/> Other		
b. Change Description:	{Be Detailed}		
c. Change Justification:	{Be Detailed}		
d. Change Impact:	<input type="checkbox"/> Cost	<input type="checkbox"/> Duration	
	<input type="checkbox"/> Implementation Date		
<b>3. Acceptance</b>			
Customer acceptance of proposed change: The customer project team has reviewed and accepts the proposed change to the project scope and modification of the terms of the governing SOW.			
Signature: _____		Date: _____	
Customer Name and Title: _____			



## Project Completion Form

### ● Project Completion Form

This document serves to confirm that the requested work has been completed and all of its deliverables have been met per the Statement of Work.

<b>1. Project Information</b>			
	Project Name:		
	Project Manager:		
<b>2. Customer Information</b>			
	Customer Name:		
	Customer Address:		
	Sponsor:		
	Sponsor's Title:		
	Sponsor's Email:	Sponsor's Phone:	
<b>3. Summary of Deliverables</b>			
	<input type="checkbox"/> Project Completion Form <input type="checkbox"/> Documentation		
<b>4. Acceptance</b>			
The customer's project team has received and reviewed all expected deliverables of the project, accepts all the services provided, and considers the terms of the Statement of Work fulfilled.			
Customer authorizes Network Solutions, Inc. to invoice any outstanding balance for services rendered by signing this document.			
Please sign and return this document within 3 days after receipt.			
Signature: _____		Date: _____	
Print Name: _____		Title: _____	



**Project 1 - West Side**

Item #	Description	Price	Qty	Ext. Price
Sub-Contractor Material	Sub-Contractor Material	\$68,131.71	1	\$68,131.71
	Sub-Contractor Material			
SUBCONTRACTOR LABOR	Sub-Contractor Labor	\$107,570.52	1	\$107,570.52
	Sub-Contractor Labor			
Subtotal				<b>\$175,702.23</b>

**Project 1 - Beveridge**

Item #	Description	Price	Qty	Ext. Price
Sub-Contractor Material	Sub-Contractor Material	\$24,540.57	1	\$24,540.57
	Sub-Contractor Material			
SUBCONTRACTOR LABOR	Sub-Contractor Labor	\$36,823.85	1	\$36,823.85
	Sub-Contractor Labor			
Subtotal				<b>\$61,364.42</b>

**Project 1 - Bailly Middle**

Item #	Description	Price	Qty	Ext. Price
Sub-Contractor Material	Sub-Contractor Material	\$25,258.41	1	\$25,258.41
	Sub-Contractor Material			
SUBCONTRACTOR LABOR	Sub-Contractor Labor	\$40,481.43	1	\$40,481.43
	Sub-Contractor Labor			
Subtotal				<b>\$65,739.84</b>

**Project 2 - West Side**

Item #	Description	Price	Qty	Ext. Price
Sub-Contractor Material	Sub-Contractor Material	\$7,703.39	1	\$7,703.39
	Sub-Contractor Material			

**Project 2 - West Side**

Part #	Description	Price	Qty	Ext. Price
SUBCONTRACTOR LABOR	Sub-Contractor Labor	\$21,039.89	1	\$21,039.89
	Sub-Contractor Labor			
Subtotal				<b>\$28,743.28</b>

**Project 2 - Beveridge**

Part #	Description	Price	Qty	Ext. Price
Sub-Contractor Material	Sub-Contractor Material	\$2,306.99	1	\$2,306.99
	Sub-Contractor Material			
SUBCONTRACTOR LABOR	Sub-Contractor Labor	\$6,012.35	1	\$6,012.35
	Sub-Contractor Labor			
Subtotal				<b>\$8,319.34</b>

**Project 2 - Bailly Middle**

Part #	Description	Price	Qty	Ext. Price
Sub-Contractor Material	Sub-Contractor Material	\$4,417.51	1	\$4,417.51
	Sub-Contractor Material			
SUBCONTRACTOR LABOR	Sub-Contractor Labor	\$12,022.93	1	\$12,022.93
	Sub-Contractor Labor			
Subtotal				<b>\$16,440.44</b>

**Professional Services**

Part #	Description	Price	Qty	Ext. Price
NSI Project Management	NSI Project Management	\$375.00	1	\$375.00
Subtotal				<b>\$375.00</b>



## Acceptance

The acceptance of this bid, **NSI Quote #077934**, requires the signature of both Gary Community School Corp and Network Solutions, Inc. The issuance of the purchase order for this response may be contingent upon Gary Community School Corp E-Rate Funding approval.

Manufacturer bundle pricing may have been used in order to achieve the lowest possible prices for hardware and software for your organization. If your organization chooses to purchase part of the hardware and software quoted bundled, pricing may not be available. Additional fees may apply. Please contact Les Dant for additional details.

All labor quoted with this bid response is expected to be performed during normal business hours (Monday through Friday, from 8 AM to 5 PM). If labor is required outside of normal business hours, additional fees may apply.

Per USAC requirements, customer agrees to provide Network Solutions, Inc. a signed document authorizing Network Solutions, Inc. to proceed with this project prior to filing the FORM 471. Customer also agrees to promptly submit Form 471 along with the authorization document to USAC.

Below is a breakdown of the Base Bid, if Gary Community School Corp is only accepting portions of the base bid, please indicate which sites Gary Community School Corp is accepting:

Accepted	Base Bid Locations	Dollar Amount
	Project 1 - West Side	\$175,702.23
	Project 1 - Beveridge	\$61,364.42
	Project 1 - Bailly Middle	\$65,739.84
	Project 2 - West Side	\$28,743.28
	Project 2 - Beveridge	\$8,319.34
	Project 2 - Bailly Middle	\$16,440.44
	Professional Services	\$375.00
Base Bid Total:		\$356,684.55





### Payment Method

Please choose a preferred method of payment:

\_\_\_\_\_ Form 472 Billed Entity Applicant Reimbursement (BEAR) Form - Order will be processed upon a Purchase Order for full price

\_\_\_\_\_ Form 474 Service Provider Invoice (SPI) Form - Order will be processed once fully funded by USAC

### GRAND TOTAL (Please Select):

\_\_\_\_\_ Base Bid Only - Grand Total Accepted as indicated above.

\_\_\_\_\_ Accepting Parts of Bid, please calculate total: Grand Total Accepted: \$ \_\_\_\_\_

Acceptance of this bid is for the funding year 2021, which dictates the following contract dates: 7/1/2021 - 9/30/2022, unless what is being purchased is for a service (Managed Internal Broadband Services, Basic Maintenance of Internal Connections, etc.) which is only contracted from 7/1/2021 - 6/30/2022.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Agreed to:  
Gary Community School Corp

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
Network Solutions, Inc

By: \_\_\_\_\_  
(Authorized Signature)

Name: Les Dant

Date: 02/08/2021



## Terms and Conditions

1. **SHIPPING AND HANDLING.** All equipment purchased by Customer (the "Equipment") is provided FOB at the shipping location. Shipment will be made as specified by Customer and Customer is solely responsible for all expenses in connection with the delivery of the Equipment. The Equipment will be deemed accepted by Customer upon receipt.
2. **PURCHASE PRICE AND TAXES.** Customer shall pay to Network Solutions, Inc. the purchase price set forth in the applicable invoice ("Purchase Price") for each item of Equipment and installation. Customer hereby grants and Network Solutions, Inc. reserves a purchase money security interest in the Equipment and the proceeds thereof as a security for its obligations hereunder until payment of the full Purchase Price to Network Solutions, Inc. Customer authorizes Network Solutions, Inc. to file financing statements to perfect its purchase money security interest. Customer acknowledges that in the event of Customer's default and the exercise by Network Solutions, Inc. of its security interest in the Equipment, all of Customer's systems and activities which depend on the Equipment will be disrupted or rendered inoperable. The Purchase Price is due and payable upon delivery of the Equipment in accordance with the terms on the face of the invoice. Customer shall pay all taxes and other governmental charges assessed in connection with the rental, use or possession of the Equipment including, without limitation, any and all sales and/or use taxes and personal property taxes.
3. **PAST DUE INVOICES.** Invoices are past due the day following the date payment is due. Interest charges shall accrue from that date. In the event of past due invoices, Customer agrees to pay to Network Solutions, Inc., as interest, an amount equal to 2% per month, or the maximum provided by law, (whichever is less) for invoice amounts that are past due. Should Network Solutions, Inc. be forced to initiate legal action to collect unpaid amounts from past due invoices, Customer agrees to pay Network Solutions, Inc.'s reasonable attorney's fees and costs of collection in addition to the interest described above.
4. **TITLE.** Customer shall acquire title to the Equipment upon full payment of the purchase price(s) set forth herein. Notwithstanding the foregoing, Network Solutions, Inc. and any licensor of rights to Network Solutions, Inc. shall retain title to and rights in the intellectual property (whether or not subject to patent or copyright) and content contained in the materials supplied under the terms of this Agreement.
5. **RETURNS.** All returns must be approved by Network Solutions, Inc. and a RMA number assigned prior to return shipment. Customary restocking fees of 15% will apply to all non-defective returns. Returns delivered to Network Solutions, Inc. without prior consent will be rejected and returned. If evaluation product is not returned at the end of the evaluation period, evaluation unit invoices are due and payable on the day following the invoice date.
6. **SELECTION OF EQUIPMENT; MANUFACTURER WARRANTY.** Customer acknowledges that customer has selected the Equipment and disclaims any statements made by Network Solutions, Inc. Customer acknowledges and agrees that use and possession of the Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty, and Customer agrees to look solely to the manufacturer or, if appropriate, supplier with respect to all mechanical, service and other claims, and the right to enforce all warranties made by said manufacturer are hereby, to the extent Network Solutions, Inc. has the right, assigned to Customer. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY ORAL REPRESENTATION AND ALL OTHER WARRANTIES AND DAMAGES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. NETWORK SOLUTIONS, INC. HAS NOT MADE NOR DOES MAKE ANY OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND AS TO NETWORK SOLUTIONS, INC. AND ITS ASSIGNEES, CUSTOMER PURCHASES THE EQUIPMENT "AS IS".
7. **LIMITATION OF LIABILITY.** Network Solutions, Inc.'s entire liability for any damages which may arise hereunder, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including Network Solution, Inc.'s negligence, or otherwise, shall be limited to the Purchase Price paid by Customer for the Equipment. IN NO EVENT WILL NETWORK SOLUTIONS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF NETWORK SOLUTIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Indiana (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, the parties to this Agreement hereby consent to jurisdiction and venue in the courts of the state of Indiana.
9. **SUBSCRIPTION TERM.** For Active User Subscription services provided for a specified term, the following applies:
  - A purchase of an Active User Subscription is an obligation on the part of the Customer to purchase that service for the duration of the Subscription term. The Subscription Term may be for one (1), two (2), three (3) or five (5) years.
  - Network Solutions, Inc. has a constant obligation to recalculate the Subscription quantity and Minimum Subscription fee at the end of every subscription period, should the Subscription quantity increase. Customer agrees to compensate Network Solutions based on the actual Subscription quantity at the end of the Subscription period. Each consecutive twelve (12) month period in a Subscription Term is a Subscription Period.
  - A subscription may not be terminated without cause by either party at any time during the Subscription Term. The Subscription Term shall begin from the earlier of (a) the service activation date, or (b) upon expiration of the Activation Grace Period adjusted for any delay in subject to the Activation Grace Period section.
10. **MISCELLANEOUS.** The above terms and conditions are the only terms and conditions upon which Network Solutions, Inc. is willing to sell the Equipment and supersede all previous agreements, promises or representations, oral or written.

ELDS01 JST 139057v2





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/21/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Gibson Insurance Agency, Inc. 202 S Michigan St, Suite 1400 South Bend IN 46501		<b>CONTACT NAME:</b> Lisa Thomas <b>PHONE (A/C, No, Ext):</b> (800) 814-2122 <b>FAX (A/C, No):</b> (800) 836-2122 <b>E-MAIL ADDRESS:</b> lmthomas@thegibsonedge.com	
<b>INSURED</b> Network Solutions, Inc. 12190 Adams Road PO Box 193 Granger IN 46530		<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Miscellaneous Companies INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

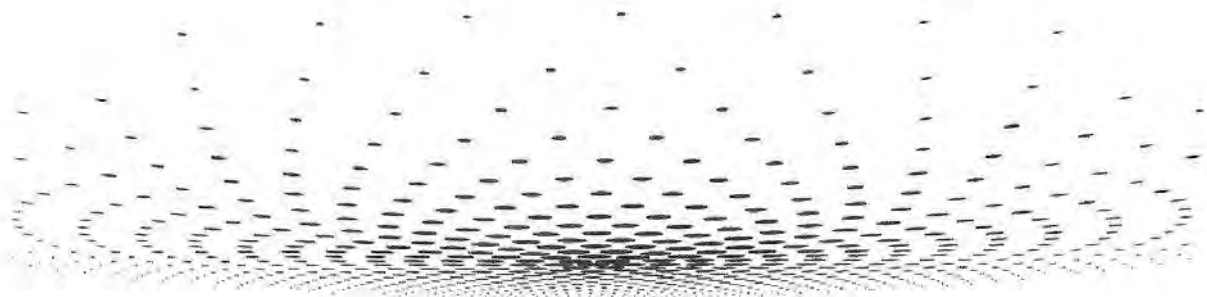
COVERAGES		CERTIFICATE NUMBER: 21/22 Liability		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			36UUNAC6260	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			36UUNAC6280	01/01/2021	01/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEF <input checked="" type="checkbox"/> RETENTION \$ 10,000			36XHUAA7296	01/01/2021	01/01/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTHER <input type="checkbox"/>
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	36WEAJ4G7T	01/01/2021	01/01/2022	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)							

<b>CERTIFICATE HOLDER</b> For Information Only	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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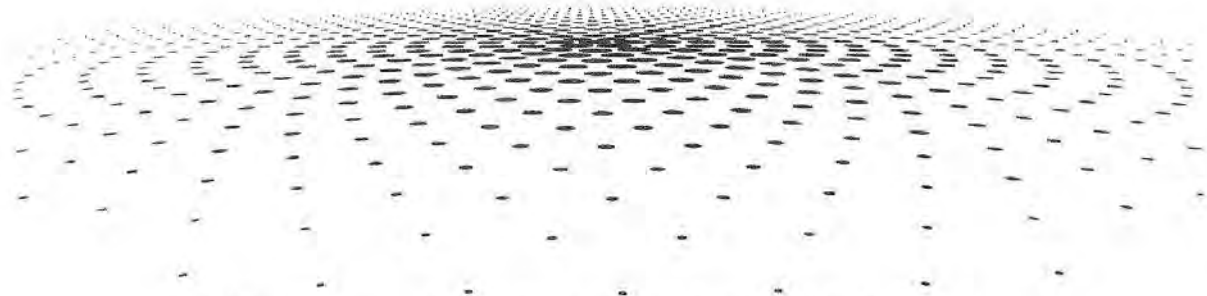
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## NETWORK EQUIPMENT



**NetworkSolutions**  
INCORPORATED



**WHY** we do is as important as **WHAT** we do

**Gary Community School Corp**

2021 Erate 470 #      210006630 -  
Network Equipment

Quote # 077913  
Version 3  
NSI SPIN #: 143005577

Les Dant  
02/08/2021

[www.nsi1.com](http://www.nsi1.com) | (574) 271-0900



Monday, February 08, 2021

Gary Community School Corp  
Darrell Riddell  
1800 E.35th Ave. Gary Area Career Center  
Gary, IN 46409  
driddell@garycsc.k12.in.us

Dear Darrell,

As a Local Indiana IT Services Firm headquartered in Granger, Indiana, Network Solutions, Inc. appreciates the opportunity to provide pricing for Gary Community School Corp. Our response includes hardware, software, and installation where specified by the proposal.

Network Solutions, Inc. views our participation in this bid as an opportunity to build a long-term business relationship, and to that end we have looked very closely at every opportunity to deliver our responses at the lowest price possible, while at the same time providing the highest level of implementation deliverables and post installation support where applicable.

As a local Indiana IT Services firm, Network Solutions, Inc. has a successful history of performing excellent implementations in Indiana since 1989 and has the distinction of being Cisco Systems Networks "Go-To" partner for Indiana. NSI is fully certified with Cisco Systems products and has many K/12 Cisco Systems installations.

Our Technical team has over thirty (30) Cisco Certified Engineers with the distinction of Three (3) Cisco Certified Internetwork Expert (CCIE) on our local staff. The CCIE is one of the highest certification that Cisco has available and is recognized worldwide. Network Solutions employ two PMI certified PMP managers. The PMP certification is recognized as the premier certification for project managers.

Gary Community School Corp can therefore be assured that all equipment configuration and on-site installation will be performed by Indiana-based network engineers with local availability for any technical support issues. Network Solutions' engineering expertise comes from our advanced training and hundreds of successful Indiana implementations in the K-12 sector. Over twenty five percent of our business comes from this market including schools systems from Concord, Warsaw, Penn, Plymouth, Elkhart, Valparaiso, New Prairie, Sunman-Dearborn, and LaPorte.

All training and post implementation support will also be delivered by Indiana-based engineers and training staff. Project management is a critical element in a successful implementation and that too will be provided by a local team to ensure the highest levels of access, project performance, and client satisfaction.

Thank you again for this opportunity. We look forward to working with you further on this project.

A handwritten signature in black ink, appearing to read "Les Dant".

Les Dant  
Account Manager



## Executive Summary

### ● Executive Summary

As Cisco's 2019 SLED (State, Local and Education) Central United States Partner of the year (14 state region), Network Solutions, Inc (NSI) is pleased to submit our response to the Gary Community School Corp E-rate RFP. NSI is an Indiana based partner with offices in Indianapolis, South Bend, Fort Wayne and Chicago. Our local presence and experience selling Cisco in the state of Indiana since 1994 is not matched by any other Cisco partner. NSI's top priority is excellent customer experience. This is achieved by a staff culture with always puts customer first - from engineering to account management team and purchasing department to customer service staff. At NSI, we look forward to the opportunity to serve Gary Community School Corp.





## Strategic Implementation and Support

### ● Strategic Implementation Methodology

The implementation of your system is critical to the success of your project. The greatest system in the world is a total failure if its implementation is not performed correctly the first time. Network Solutions Inc. understands the critical nature of your implementation. We use our Strategic Implementation methodology to guarantee the installation of your system is smooth and trouble-free. The teams that are assigned to your implementation may vary depending on the application and hardware purchased.

NSI's Strategic Implementation methodology is composed of teams of industry and manufacturer-certified engineers:

- Executive Team
- Resource Manager/Project Manager
- Lead Engineer/Application Team
- Physical Infrastructure Team
- Security Team
- Software/Customization Team
- Training Team
- NSI Helpdesk

A member of each team may be assigned to your project and works directly with you and your staff to ensure a trouble-free implementation.

Your implementation is managed using ConnectWise. Communication to you and your team is accomplished through this software. ConnectWise allows all facets of your project to be tracked and documented.

### ● NSI Executive Team

The NSI Executive Team with your executive team focuses at the start to establish a relationship that will be accessible through all stages of your project. Your executives will be contacted periodically throughout the installation by the NSI Executive Team to provide feedback and recommendations.

### ● Project Manager

Each customer is assigned a PMI Certified Project Manager for the duration of the project. The Project Manager is available for any type of issues that may arise during the project and controls the overall NSI resources.

- Verifies that the resources are available for the project and the Lead Engineer.
- Writes Statement of Work based upon your requirements and project application.
- Verifies that Network Ready For Use testing is completed by the Lead Engineer.

### ● Lead Engineer

The Lead Engineer is directly accountable to you and NSI management for the thorough and timely completion of your project. Their responsibilities include:

- Coordinating activities of all team members
- Coordinating ordering of hardware and software
- Scheduling all phases of the implementation
- Working with your staff, contractors and other vendors



- Installation of the hardware and software
- Providing documentation and Daily Communication Reports (DCR) for your project
- Providing on-site support after the cutover to the new system
- Network Ready For Use testing

#### ● Physical/Infrastructure Team

The Physical/Infrastructure Team is responsible for making sure that your network environment/infrastructure is suitable for the applications/hardware purchased. These criteria include:

- Network physical layer supports the system implemented
- New equipment is installed, configured to your specifications and tested
- Existing equipment is upgraded and configured to support standards and protocols and tested
- Lightning and surge protection is in place to protect the equipment
- Document power requirements, advise on any power issues and install UPS systems where required
- Documentation of work performed

#### ● Software/Customization Design Team

The Software/Customization Design Team is responsible for advanced functionality and custom programming in your system as it relates to the Network infrastructure.

#### ● Training Team

The Training Team will train either the end-user or will provide a "train the trainer" session for a small group of Technical people using a "hands on" methodology. Administrator training for typical Moves, Adds, and changes is also provided.

#### ● Security Team

The Security Team examines all elements of your network related to network applications. The team is proactive in advising you of any other network issues and will make recommendations for other security services such as vulnerability and penetration testing.



## NSI Company Overview

Since 1989, Network Solutions, Inc. (NSI) has focused on providing stable and secure network communication solutions. NSI is a privately held company with corporate headquarters in Granger, Indiana with offices in Indianapolis, Fort Wayne and Chicago.

Network Solutions, Inc. specializes in creating positive business outcomes by implementing empowering technology solutions. What we do is very important but WHY we do it is just as critical. Designing and deploying the solutions for the right situation at the right time can improve organization's employee productivity, reduce expenditures, improve time to market and reduced risk. Our key areas of expertise include design, implementation and support of network infrastructure, data security, collaboration technologies, data center solutions and wireless networking.

NSI's extensively trained engineers possess in-depth industry knowledge and are ready to put their skills and knowledge to work for you. Our engineers focus on learning and understanding your very specific situation and needs, then providing timely solutions and complete communication. Network Solutions' process maximizes business outcome solutions for our customer organizations.

Network Solutions continues to grow and improve by remaining true to its founding principles. Emphasis is still focused on excellent customer service, agility in responding to customer needs, employee care is top priority and most importantly a desire to honor God with their work. Network Solutions, Inc. continues to celebrate its growth and success with happiness and gratitude to all who have made it possible; God, customers and employees.

- 1989 Network Solutions, Inc. founded by Larry Tadevich
- 1996 Network Solutions becomes a Cisco Premier Partner
- 2001 Achieved Cisco Silver Certification  
Achieved Cisco Unified Communication Cert.
- 2003 NSI Opens Indianapolis Office
- 2004 NSI Opens Chicago Office
- 2007 Achieved Cisco Customer Satisfaction Award  
Achieved Indiana Chamber of Commerce's "Best Place to Work in Indiana" in the private, small business group
- 2014 25th Anniversary of NSI  
Awarded Best Places to Work in Indiana  
NSI Opens Fort Wayne Office
- 2015 Featured by CIOReview Magazine as one of "20 Most Promising Networking Solution Providers 2015"
- 2016 Bob Tadevich named new president of NSI  
Awarded Best Places to Work in Indiana for 4<sup>th</sup> time  
Awarded Master Collaboration certification  
Awarded SLED (State & Local Government and Education) Central Cisco Partner of the Year
- 2017 Awarded Best Places to Work in Indiana for 5<sup>th</sup> time  
NSI releases ProCare Managed Services Offering
- 2018 Network Solutions awarded by Cisco Most Strategic Partner Award
- 2019 Awarded Cisco Partner of the Year for SLED (State & Local Government / Education) Central Region





## NSI Facts

Legal Company Name:	Network Solutions, Inc.
Tax Exempt Number:	003780007-001-2
Federal Tax ID:	35-1765727
E-Rate SPIN:	143005577
Company Physical Address:	12190 Adams Road Granger, Indiana 46530  9640 Commerce Drive, Suite 420 Carmel, Indiana 46032  6349 Constitution Drive Fort Wayne, Indiana 46804  180 N Michigan Avenue, Suite 1910C Chicago, Illinois 60601
Company Mailing Address:	P.O. Box 193 Granger, Indiana 46530
Company Phone Number:	574-271-0900 (Granger) 317-489-5423 (Indianapolis) 260-657-6072 (Fort Wayne) 312-470-7700 x8122 (Chicago)  888-247-0900 (Toll Free)
Company Contacts:	<b>Les Dant</b> Account Manager (574) 302-2568 lesd@nsi1.com  <b>Kimm Streit</b> Sales Support (574) 271-0900 kimms@nsi1.com



## Cisco Certifications

### ● CCENT - Cisco Certified Entry Networking Technician



CCENT certified professionals have the knowledge and skill to install, operate, and troubleshoot a small enterprise branch network, including basic network security. It opens doors to a career in networking.

### ● CCNA - Cisco Certified Network Associate



The CCNA validates the ability to install, configure, operate, and troubleshoot routed and switched networks, data centers, security solutions, Collaboration and wireless networks.

**Certifications in Routing & Switching, Data Center, Security, Collaboration, and Wireless**

### ● CCDA - Cisco Certified Design Associate



CCDA validates knowledge required to design a Cisco converged network. With a CCDA certification, a network professional demonstrates the skills required to design routed and switched network infrastructures and services involving LAN, WAN, and broadband access for businesses and organizations.

**Certifications in Collaboration**

### ● CCNP - Cisco Certified Network Professional



Those who achieve CCNP have demonstrated the skills required in enterprise roles such as network engineer, support engineer, systems engineer or network technician to plan, implement, verify and troubleshoot enterprise solutions and work collaboratively.

**Certifications in Routing & Switching, Data Center, Collaboration, and Wireless**

### ● CCDP - Cisco Certified Design Professional



Cisco network design expertise the Cisco CCDP certification program focuses on advanced addressing and routing protocols, WANs, services virtualization, and integration strategies for multi-layered Enterprise architectures.

**Certifications in Routing & Switching, Data Center, Wireless, and Collaboration**

### ● CCIE - Cisco Certified Internetwork Expert



The (CCIE) certification is accepted worldwide as the most prestigious networking certifications in the industry. Network Engineers holding an active Cisco CCIE certification are recognized for their expert network engineering skills. The CCIE community has established a reputation of leading the networking industry in deep technical networking knowledge and is deployed into the most technically challenging network assignments.

**Certifications in Routing & Switching, Data Center, Wireless, and Collaboration**

### ● Additional Professional Certifications





# ● NSI Staff Certifications

Data Center	Collaboration	Security	Wireless	Infrastructure	Virtualization/ Storage





## Employee Profiles

### ● Jeremy Ryder - Routing & Switching

Jeremy joined NSI in 2012 as a Technical Field Engineer. He developed a network assessment program for NSI to evaluate customers' networks and was promoted to infrastructure team lead. With experience in designing and deploying small, medium, and large infrastructures, he was able to acquire his CCNP certification in 2015. Jeremy is now setting his sights beyond the bits and bytes of the infrastructure and focusing on bringing solutions to organizations through technology. His new role as a Solutions Architect is to focus on business goals, and determine the best technologies that can help accomplish those.

Jeremy's accomplishments include:

- CCNP - Cisco Certified Network Professional (R&S)



## Testimonials

### ● Mike Sniadeki – City of South Bend

[Press Release] "The South Bend Parks & Recreation Department and the Office of Innovation & Technology are excited to announce their new wireless infrastructure at its Charles Black and Martin Luther King Jr. Recreation Centers.

Working to improve network and internet access at those sites, the Office of Innovation & Technology selected Network Solutions, Inc. of Granger, Indiana to assist with assessing and remediating their wireless/Internet network needs. Network Solutions recommended a Cisco/Meraki wireless network infrastructure solution to address the connectivity needs for the two sites.

After the network cables were installed by Martell Electric of South Bend, Network Solutions and the Office of Innovation & Technology Infrastructure team then installed the upgraded wireless solution for both employees' network and Internet access. The wireless network now also provides guest Internet access for visitors of both the Charles Black and Martin Luther King Jr. Recreation Centers.

The wireless connections will improve the convenience and efficiency of work for employees, while creating an enhanced visitor experience for guests of the recreation centers."

### ● Aaron Cleveland - MIS Coordinator - Pike Township Fire Department

"Also, Chief Bachman really appreciated your conversation today. He is always blown away when he talks to you guys. He enjoys having a conversation instead of a hostage situation as before. I appreciate all the hard work getting these numbers together."

### ● Justin Johnson – Kokomo Schools

"NSI is a fantastic company full of dedicated people. Every interaction, whether it be simple renewals to large projects, have been handled with excellent service and great communication."



## Client References

### ● Concord Community Schools

59040 Minuteman Way  
Elkhart, IN 46517-3499  
Shireen Dial  
sdial@concord.k12.in.us  
Phone: 574.875.5161  
Fax: 574.875.8762  
Website: www.concord.k12.in.us

Concord Community Schools have been a customer since 1999. Network Solutions has provided implementation of various projects, including a major Unified Communication installation, as well as, a wireless implementation that included routers and switches. Concord Community Schools have multiple buildings across their campus.

### ● East Allen County Schools

1000 Prospect Ave.  
New Haven, Indiana 46774  
Keith Madsen, Directory of Technology  
kmadsen@eacs.k12.in.us  
Phone: 260.446.0100  
Website: http://www.eacs.k12.in.us

Network Solutions has implemented network, wireless, voice, and security systems. Early adopter of iPads – NSI worked with customer to integrate devices to the wireless infrastructure.

### ● Eastern Howard School Corporation

Vertical: Education  
221 West Main St., Suite One?Greentown, IN 46936  
Dennis Bagley, Technology Director  
Dennis.Bagley@eastern.k12.in.us,  
Phone: 765.628.5032  
Website: www.eastern.k12.in.us/

Eastern Howard School Corporation has 1350 students housed in 4 individual buildings scattered throughout their campus.





## Scope of Work - Meraki Alternative

### Requested Features

Gary Schools has provided a list of the equipment they desire to purchase for this RFP/bid. In summary, there will be a 9400 chassis deployed as a core switch at each location and several 9200L switches deployed as access layer switches as well. An addendum was provided that highlights the need for a 9410R chassis (instead of the 9407R specified) at Beveridge Elementary School in order to support the total number of required linecards. The UPS requested were two 10-30kVA and twenty-nine 5kVA.

### Proposed Solution

#### Overview:

NSI is happy to provide the equipment specified along with installation and base configuration services. The fiber cables specified used non-standard colors for OM4 fiber, yellow and orange. This is not recommended. NSI recommends and included all aqua colored OM4 fiber patch cables. NSI will provide pricing for the requested UPS, but installation will be provided by a 3<sup>rd</sup> party.

Update 2/8/2021 – Gary Schools asked to remove the Gary Middle Schools location.

#### Product Summary by Location

##### Unspecified

- 32 2-meter OM4 fiber patch cable, LC-LC, aqua

##### Beveridge Elementary School

- 1 C9410R chassis
  - 1 C9400-SUP-1 supervisor module(s)
  - 1 C9400-LC-24XS linecard(s)
  - 5 C9400-LC-48H linecard(s)
  - 4 2100W power supplies
  - 4 NEMA 5-15 power cable(s)
- 3 C9200L-48P-4X switch(es)
  - 3 C9200L primary power supplies
  - 3 NEMA 5-15 power cable(s)
  - 3 C9200L stacking module(s)
  - 3 50cm stacking cable(s)
- 6 GLC-SX-MMD transceiver(s)
- 3 SFP-10G-SR-S transceiver(s)

##### Bailly Middle School

- 1 C9407R chassis
  - 1 C9400-SUP-1 supervisor module(s)
  - 1 C9400-LC-24XS linecard(s)
  - 3 C9400-LC-48H linecard(s)
  - 4 2100W power supplies
  - 4 NEMA 5-15 power cable(s)
- 8 C9200L-48P-4X switch(es)
  - 8 C9200L primary power supplies
  - 8 NEMA 5-15 power cable(s)
  - 8 C9200L stacking module(s)
  - 8 50cm stacking cable(s)



- 6 GLC-SX-MMD transceiver(s)
- 9 SFP-10G-SR-S transceiver(s)

#### **West Side Leadership Academy**

- 1 C9410R chassis
  - 1 C9400-SUP-1 supervisor module(s)
  - 1 C9400-LC-24XS linecard(s)
  - 7 C9400-LC-48H linecard(s)
  - 4 2100W power supplies
  - 4 NEMA 5-15 power cable(s)
- 19 C9200L-48P-4X switch(es)
  - 19 C9200L primary power supplies
  - 19 NEMA 5-15 power cable(s)
  - 19 C9200L stacking module(s)
  - 19 50cm stacking cable(s)
- 22 GLC-SX-MMD transceiver(s)
- 13 SFP-10G-SR-S transceiver(s)

### **Design Assumptions**

*The following assumptions were utilized to speed the design process. It is the responsibility of the customer to review each item for accuracy prior to acceptance of this proposal. If any items appear inaccurate, please contact NSI to make revisions prior to the acceptance of this proposal.*

#### **General Assumptions**

- Timelines of this project are subject to the availability and delivery times of the equipment that has been designed in this solution and/or the availability of the engineering resources.
- Any 3rd-Party vendors implementing solutions that integrate with this project will attend project kickoff and status meetings to ensure consistent deliverables and timelines are observed and achieved.
- All equipment and/or services specified in this proposal will be purchased and at the same time. Limited, partial, or phased purchases may require additional or different equipment/services for complete functionality.
- All infrastructure cabling is of Category 5e or greater.
- NSI will maintain the existing aesthetics of the cable management systems as currently deployed. If organizing cables is desired, these services can be provided per a change request.
- All service provider and/or local circuits required for this project are currently operational or being implemented prior to expected cutover dates. If circuits are not available or delayed, the installation will be postponed until after that work is completed.

#### **Assumptions for Cisco 9400 Switches**

- SUP-1 supervisor uplink ports will be used in one of the following scenarios for single supervisor deployments:
  - -- Eight 10-Gbps SFP+ ports are active (remaining ports are inactive).
  - -- Four 10-Gbps SFP+ ports are active and One 40-Gbps QSFP port is active (remaining ports are inactive).
  - -- Two 40-Gbps QSFP ports are active (remaining ports are inactive).
- C9400 chassis covered by EDU/SNT smartnet (8x5xNBD replacement) can be tolerated for individual failures that last one to two business days. Alternatively, a cold spare can be kept to quickly replace the failed device while a replacement is shipped.

#### **Assumptions for Cisco 9200L Switches**

- C9200L switch data stacks will not exceed 8 members.
- 50cm stacking cables will be used to connect switches less than 7U apart.
- C9200L switches covered by EDU/SNT smartnet (8x5xNBD replacement) can be tolerated for individual failures that last one to two business days. Alternatively, a cold spare can be kept to quickly replace the failed device while a replacement is shipped.



#### **Assumptions for Cisco 1-Gbps Transceiver(s)**

- GLC-SX-MMD transceiver(s) will be connected to OM1 fiber that is undamaged and less than 300 meters (985 feet).

#### **Assumptions for Cisco 10-Gbps Transceiver(s)**

- SFP-10G-SR-S transceiver(s) will be connected to OM3/4 fiber that is undamaged and less than 300 meters (985 feet)

### **NSI Responsibilities**

*The following list of responsibilities identifies the tasks NSI is to perform for completion of this project. Tasks not identified in the lists below can be assumed to be the responsibility of the customer and are excluded from this proposal.*

#### **General NSI Responsibilities**

- NSI will develop configuration scripts that provide the functionality required for the design. When replacing equipment, NSI will update administrative aspects of the configuration to the latest standards, but network services or topology changes (renumbering VLANs, creating new subnets/interfaces, and inserting new features) are not considered in-scope unless otherwise specified in the design section.
- If changes are made to the network, NSI will test for the following critical services: DHCP, DNS, IP Phone Connectivity, and Internet Connectivity.

#### **NSI Responsibilities for Cisco 9400 Switches**

- Supervisor(s) will be installed in slots 3 and/or 4 of the C9407R chassis.
- Supervisor(s) will be installed in slots 5 and/or 6 of the C9410R chassis.
- Power supplies will be connected to a 115VAC source.
- Install each chassis into the rack.
- Upgrade each supervisor's software to the latest recommended release (or one specified by the customer).
- Apply a base configuration to each switch for network administration (hostname, management address, SSH, SNMP, logging, TFTP, NTP, etc.).
- Configure the ports of each linecard according to the existing port configurations or an agreed upon template.
- Configure each switch with RPVST, etherchannels (as necessary), and up to ten VLANs (per switch/stack).
- Configure the C9400 switch(/stack) for routing including static, RIP, EIGRP, or OSPF protocols.

#### **NSI Responsibilities for Cisco 9200L Switches**

- Install and configure stacking using the included 50cm stacking cable(s).
- Install each switch into the rack.
- Upgrade each switch's software to the latest recommended release (or one specified by the customer).
- Apply a base configuration to each switch for network administration (hostname, management address, SSH, SNMP, logging, TFTP, NTP, etc.).
- Configure the ports of each switch according to the existing port configurations or an agreed upon template.
- Configure each switch with RPVST, etherchannels (as necessary), and up to ten VLANs (per switch/stack).

#### **NSI Responsibilities for Cisco 1-Gbps Transceiver(s)**

- Install Cisco 1-Gbps transceiver(s).

#### **NSI Responsibilities for Cisco 10-Gbps Transceiver(s)**

- Install Cisco 10-Gbps transceiver(s).





## Customer Responsibilities

*The following list of responsibilities identifies the tasks the customer is responsible to perform for completion of this project.*

### General Customer Responsibilities

- Designate a location for any ordered equipment to be delivered to (including virtual hardware and/or software licenses). For physical hardware, the location should provide a secure temperate area for storage and staging of equipment.
- If the installation location is at a different address from the shipping/staging location, transport equipment to each respective installation location.
- Provide NSI access to existing network configurations and documentation as requested.
- Ensure timely access to the equipment installation area. Installation delays caused by access restrictions may be billable on a per occasion instance.

### Customer Responsibilities for Cisco 9400 Switches

- Provide 10RU of space for the C9407R chassis to be installed to.
- Provide 13RU of space for the C9410R chassis to be installed to.
- Provide 115VAC power to the chassis.
- Provide NEMA 5-15 power receptacles and 115VAC power.
- Provide a standard 19-inch rack and space to install each chassis.
- Provide base configuration requirements (if any).
- Provide a desired software release (if any).
- Provide a desired switchport configuration (if any).
- Provide a preferred VLAN template.

### Customer Responsibilities for Cisco 9200L Switches

- Provide NEMA 5-15 power receptacles.
- Provide a standard 19-inch rack and space to install each device.
- Provide base configuration requirements (if any).
- Provide a desired software release (if any).
- Provide a desired switchport configuration (if any).
- Provide a preferred VLAN template.

### Customer Responsibilities for Cisco 1-Gbps Transceiver(s)

- Provide all patch cables.

### Customer Responsibilities for Cisco 10-Gbps Transceiver(s)

- Provide all patch cables.

## Completed Solution State

*The expected final state of the solution is listed below. The project will be considered complete when the following deliverables are provided.*

### Completed State of Cisco 9400 Switches Implementation

- Chassis installed in the rack.
- Supervisor(s) upgraded to the recommended or requested software release.
- Switch(es) configured for network administration.



- Linecard(s) with per-port configurations applied.
- Switch(es) with STP, etherchannel, and VLAN configurations applied.
- Switch(es) with routing configuration applied.

#### **Completed State of Cisco 9200L Switches Implementation**

- Switch(es) installed in the rack.
- Switch(es) upgraded to the recommended or requested software release.
- Switch(es) configured for network administration.
- Switch(es) with per-port configurations applied.
- Switch(es) with STP, etherchannel, and VLAN configurations applied.

#### **Completed State of Cisco 1-Gbps Transceiver(s) Implementation**

- 1-Gbps transceiver(s) installed.

#### **Completed State of Cisco 10-Gbps Transceiver(s) Implementation**

- 10-Gbps transceiver(s) installed.

### **Support**

#### **NSI Project Manager Responsibilities**

- NSI employs Project Managers (PM) to oversee NSI's involvement with every project.
- The PM will serve as the primary point of contact on all communications with NSI for this project.
- The PM will facilitate a kickoff meeting to review the Scope of Work and project expectations.
- The PM will maintain a project plan defining the work / tasks / activities to be completed, and they will communicate due dates based on the timeline agreed upon in the Kickoff meeting.
- The PM will schedule and coordinate NSI resources to support the project.

#### **Project Support**

- NSI will provide two hours of dedicated support immediately following each cutover. For after-hours work, dedicated support will be provided the following day. For example, following configuration changes made in the evening, an NSI engineer would be available from 8 - 10AM the following morning. Any issues suspected by the customer to be related to changes made as part of this project can immediately be directed to the implementation engineer for investigation.
- The customer is eligible for two weeks of NSI helpdesk support following final project sign-off. Any issue directly related to this project will need to be directed to [support@nsi1.com](mailto:support@nsi1.com) or by calling 800-247-0900 Option 3. Be sure to reference this project to ensure assignment to the project engineer. Billing will align with the original project.

### **Administrator Review**

*NSI will provide system administrators an overview of configuration changes made during this project and of the core capabilities of newly installed hardware. This review is intended to familiarize administrators with new interfaces or configurations that differ from the replaced environment.*

#### **Review Session**

- NSI will provide up to 2 hours of review provided remotely via WebEx.
- The customer is responsible to invite the necessary participants to the training.

### **Out of Scope**

*NSI will not provide products or services beyond the items identified in this proposal. The list below expressly identifies items that are not*



*included in this proposal.*

#### **Project Exclusions**

- Tasks not listed in this document are out of scope and will require a change request.
- NSI is not responsible for the setup, maintenance, or troubleshooting of endpoint devices (workstations, servers, etc.).
- NSI is not providing any services related to existing network management systems. Any installation, configuration, software upgrades, or other activities involving operation of the existing system are the responsibility of the customer and are not considered in-scope unless otherwise specified.
- The administrator review session is not intended as a replacement of professional training courses that detail industry protocols or system operations.
- The administrator review session is not intended to provide user-based training.

#### **Final Deliverables**

*Following the completion of all project work, NSI will provide the following and request project signoff.*

#### **Documentation:**

- NSI will provide an inventory document that identifies all products installed, their serial number, and the corresponding location/building they were installed in.
- NSI will provide the final configuration files of the products installed.
- NSI will provide a network topology drawing of the products installed.
- Project Completion Signoff Document





## Statement of Work Terminology

### ● Statement of Work Terminology

#### Description of a Change Request

Throughout the project, it may be necessary to amend the scope of work to include additional tasks or provide additional equipment to accomplish the original scope. These changes can be identified at various stages of the project but are usually identified in the initial review of the statement of work, during prework or just before implementation.

The requested change may impact the scope, cost and timeline but is deemed necessary to accomplish the original scope so it will be important the entire team discuss the findings and agree the change is necessary.

Once the requested change has been reviewed, a change request form will need to be completed. The change request will be submitted to initiate a re-design to define and document the required changes for final customer approval.

#### Definition of Meetings

Meetings are very important for ensuring all team members are working towards the same goal and completing tasks to accomplish the goal. Therefore, the following meetings may be scheduled during the duration of the project.

- Kick Off Meeting – to discuss the requirements, verify the scope, identify the team members and their role, outline an initial timeline.
- Update Meetings
  - The frequency will be based on the size of the project and outlined in the project plan.
  - Additional meetings are available for an additional charge.
  - All team members are expected to be present.
  - Purpose is to review the project plan.
    - Provide updates on tasks completed.
    - Review next tasks to be completed and agree on due dates.
- Closing Meeting
  - Confirm all work has been completed and all issues resolved.
  - Retrospective (what went well and where improvements can be made).
  - Provide approval to close the project.

#### Description of the Closing Process

Once the engineer has indicated the deliverables have been completed, a request will be sent

- Asking for an update on the implementation
- Verifying everything is working as planned
- Confirming all deliverables have been completed
- Requesting approval to close the project

The closing process should take less than 15 days.

#### Potential Impacts to the Timeline

NSI does not carry inventory which means all equipment is ordered once

- The quote is accepted by the customer



- A PO is received
- The project is created if professional services are included

The ship date / delivery date for equipment will define when the project will be scheduled to begin.

In certain situations, an expedite in shipping may be requested. The expedite does not mean the vendor can fulfill the request.

The work effort, resource availability and equipment delivery date, if applicable, will be utilized to define the earliest date when a solution could be implemented.

Timeliness of the data collection effort may impact the implementation date.

Timeliness on providing access to the customer's environment or access to the customer's key technical resource may impact the schedule and implementation date.



## Project Change Request

### ● Project Change Request

Throughout the project, it may be necessary to amend the scope of work to include additional tasks or provide additional equipment to accomplish the original scope. These requests will need to be submitted to NSI on this change request form.

The change request will serve as permission to request the re-design and quote for the requested amendment of scope.

### ● Project Change Request Form

<b>1. Project Information</b>			
a. Project Name:			
b. Account Manager:			
c. Project Manager:			
d. Customer Sponsor:			
<b>2. Change Request</b>			
a. Change Category:	<input type="checkbox"/> Requirements Change	<input type="checkbox"/> Equipment Change	
	<input type="checkbox"/> Other		
b. Change Description:	{Be Detailed}		
c. Change Justification:	{Be Detailed}		
d. Change Impact:	<input type="checkbox"/> Cost	<input type="checkbox"/> Duration	
	<input type="checkbox"/> Implementation Date		
<b>3. Acceptance</b>			
Customer acceptance of proposed change: The customer project team has reviewed and accepts the proposed change to the project scope and modification of the terms of the governing SOW.			
Signature: _____		Date: _____	
Customer Name and Title: _____			





## Project Completion Form

### ● Project Completion Form

This document serves to confirm that the requested work has been completed and all of its deliverables have been met per the Statement of Work.

<b>1. Project Information</b>			
	Project Name:		
	Project Manager:		
<b>2. Customer Information</b>			
	Customer Name:		
	Customer Address:		
	Sponsor:		
	Sponsor's Title:		
	Sponsor's Email:		Sponsor's Phone: <input type="text"/>
<b>3. Summary of Deliverables</b>			
<input type="checkbox"/>	Project Completion Form		
<input type="checkbox"/>	Documentation		
<b>4. Acceptance</b>			
The customer's project team has received and reviewed all expected deliverables of the project, accepts all the services provided, and considers the terms of the Statement of Work fulfilled.			
Customer authorizes Network Solutions, Inc. to invoice any outstanding balance for services rendered by signing this document.			
Please sign and return this document within 3 days after receipt.			
Signature: _____		Date: _____	
Print Name _____		Title: _____	



### Fiber Patch Cables - Meraki Alternative

Part #	Description	Price	Qty	Ext. Price
LCLC-OM4-MM22M	2m Multimode OM4 50um LC-LC	\$16.32	2	\$32.64
	2m Multimode OM4 50um LC-LC - Orange			
	100% Eligible			
LCLC-OM4-MM22M	2m Multimode OM4 50um LC-LC	\$16.32	30	\$489.60
	2m Multimode OM4 50um LC-LC - Yellow			
	100% Eligible			
Shipping & Handling	Shipping and Handling	\$7.44	1	\$7.44
	Shipping and Handling			
Subtotal				<b>\$529.68</b>



## Beveridge ES - Meraki Alternative

Part #	Description	Price	Qty	Est. Price
C9500-24Y4C-EDU	Cisco Catalyst 9500 - Switch - L3 - managed - 24 x 1/10/25 Gigabit SFP28 + 4 x 40/100 Gigabit QSFP28 - rack-mountable - K-12 education 100% Eligible	\$9,862.40	1	\$9,862.40
CON-SNT-C9E5024U	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9500-24Y4C-EDU 81% Eligible 36 Month Duration	\$3,732.00	1	\$3,732.00
C9K-PWR-650WAC-R/2	Cisco - Power supply - redundant - 650 Watt - for Catalyst 9500 100% Eligible	\$958.84	1	\$958.84
C9500-DNA-L-A-3Y	Cisco Network and Digital Network Architecture Advantage - Term License (3 years) - 1 switch - low port density - for P/N: C9500-24X-A, C9500-24Y4C-A, C9500-DNA-12Q-A=, C9500-DNA-16X-A=, C9500-DNA-24Y4C-A= 100% Eligible	\$3,241.81	1	\$3,241.81
MS225-48FP-HW	Cisco Meraki Cloud Managed MS225-48FP - Switch - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ (uplink) - rack-mountable - PoE+ (740 W) 100% Eligible	\$3,547.73	8	\$28,381.84
LIC-MS225-48FP-5YR	Cisco Meraki Enterprise - Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - for P/N: MS225-48FP-HW 100% Eligible	\$602.70	8	\$4,821.60
MA-CBL-40G-50CM	Cisco Meraki - Stacking cable - QSFP to QSFP - 1.6 ft - for Cloud Managed MS350-24, MS350-24P, MS350-48, MS350-48FP, MS350-48LP 100% Eligible	\$50.21	6	\$301.26
MA-CBL-40G-1M	Cisco Meraki - Stacking cable - QSFP to QSFP - 3.3 ft - for Cloud Managed MS350-24, MS350-24P, MS350-48, MS350-48FP, MS350-48LP 100% Eligible	\$100.42	2	\$200.84





### Beveridge ES - Meraki Alternative

Part #	Description	Price	Qty	Ext. Price
MA-CBL-TA-1M	Cisco Meraki CBL-TA-1M - Direct attach cable - SFP+ (M) to SFP+ (M) - 3.3 ft - twinaxial - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$50.21	2	\$100.42
MA-SFP-1GB-SX	Cisco Meraki - SFP (mini-GBIC) transceiver module - GigE - 1000Base-SX - up to 722 ft - 850 nm - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$228.30	6	\$1,369.80
MA-SFP-10GB-SR	Cisco Meraki - SFP+ transceiver module - 10 GigE - 10GBase-SR - up to 1310 ft - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$454.31	3	\$1,362.93
NSI R&S Professional Services	NSI R&S Professional Services 100% Eligible	\$7,834.00	1	\$7,834.00
Subtotal				\$62,167.74



### Bailly MS - Meraki Alternative

Part #	Description	Price	Qty	Est. Price
C9500-24Y4C-EDU	Cisco Catalyst 9500 - Switch - L3 - managed - 24 x 1/10/25 Gigabit SFP28 + 4 x 40/100 Gigabit QSFP28 - rack-mountable - K-12 education 100% Eligible	\$9,862.40	1	\$9,862.40
CON-SNT-C9E5024U	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9500-24Y4C-EDU 81% Eligible 36 Month Duration	\$3,732.00	1	\$3,732.00
C9K-PWR-650WAC-R/2	Cisco - Power supply - redundant - 650 Watt - for Catalyst 9500 100% Eligible	\$958.84	1	\$958.84
C9500-DNA-L-A-3Y	Cisco Network and Digital Network Architecture Advantage - Term License (3 years) - 1 switch - low port density - for P/N: C9500-24X-A, C9500-24Y4C-A, C9500-DNA-12Q-A=, C9500-DNA-16X-A=, C9500-DNA-24Y4C-A= 100% Eligible	\$3,241.81	1	\$3,241.81
MS225-48FP-HW	Cisco Meraki Cloud Managed MS225-48FP - Switch - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ (uplink) - rack-mountable - PoE+ (740 W) 100% Eligible	\$3,547.73	12	\$42,572.76
LIC-MS225-48FP-5YR	Cisco Meraki Enterprise - Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - for P/N: MS225-48FP-HW 100% Eligible	\$602.70	12	\$7,232.40
MA-CBL-40G-50CM	Cisco Meraki - Stacking cable - QSFP to QSFP - 1.6 ft - for Cloud Managed MS350-24, MS350-24P, MS350-48, MS350-48FP, MS350-48LP 100% Eligible	\$50.21	11	\$552.31
MA-CBL-40G-1M	Cisco Meraki - Stacking cable - QSFP to QSFP - 3.3 ft - for Cloud Managed MS350-24, MS350-24P, MS350-48, MS350-48FP, MS350-48LP 100% Eligible	\$100.42	1	\$100.42



### Bailly MS - Meraki Alternative

Part #	Description	Price	Qty	Ext. Price
MA-CBL-TA-1M	Cisco Meraki CBL-TA-1M - Direct attach cable - SFP+ (M) to SFP+ (M) - 3.3 ft - twinaxial - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$50.21	2	\$100.42
MA-SFP-1GB-SX	Cisco Meraki - SFP (mini-GBIC) transceiver module - GigE - 1000Base-SX - up to 722 ft - 850 nm - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$228.30	6	\$1,369.80
MA-SFP-10GB-SR	Cisco Meraki - SFP+ transceiver module - 10 GigE - 10GBase-SR - up to 1310 ft - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$454.31	9	\$4,088.79
NSI R&S Professional Services	NSI R&S Professional Services 100% Eligible	\$9,932.75	1	\$9,932.75
Subtotal				\$83,744.70





### West Side Leadership Academy - Meraki Alternative

Part #	Description	Price	Qty	Ext. Price
C9500-24Y4C-EDU	Cisco Catalyst 9500 - Switch - L3 - managed - 24 x 1/10/25 Gigabit SFP28 + 4 x 40/100 Gigabit QSFP28 - rack-mountable - K-12 education 100% Eligible	\$9,862.40	1	\$9,862.40
CON-SNT-C9E5024U	Cisco Smart Net Total Care - Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: C9500-24Y4C-EDU 81% Eligible 36 Month Duration	\$3,732.00	1	\$3,732.00
C9K-PWR-650WAC-R/2	Cisco - Power supply - redundant - 650 Watt - for Catalyst 9500 100% Eligible	\$958.84	1	\$958.84
C9500-DNA-L-A-3Y	Cisco Network and Digital Network Architecture Advantage - Term License (3 years) - 1 switch - low port density - for P/N: C9500-24X-A, C9500-24Y4C-A, C9500-DNA-12Q-A=, C9500-DNA-16X-A=, C9500-DNA-24Y4C-A= 100% Eligible	\$3,241.81	1	\$3,241.81
MS225-48FP-HW	Cisco Meraki Cloud Managed MS225-48FP - Switch - managed - 48 x 10/100/1000 (PoE+) + 4 x 10 Gigabit SFP+ (uplink) - rack-mountable - PoE+ (740 W) 100% Eligible	\$3,547.73	26	\$92,240.98
LIC-MS225-48FP-5YR	Cisco Meraki Enterprise - Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - for P/N: MS225-48FP-HW 100% Eligible	\$602.70	26	\$15,670.20
MA-CBL-40G-50CM	Cisco Meraki - Stacking cable - QSFP to QSFP - 1.6 ft - for Cloud Managed MS350-24, MS350-24P, MS350-48, MS350-48FP, MS350-48LP 100% Eligible	\$50.21	20	\$1,004.20
MA-CBL-40G-1M	Cisco Meraki - Stacking cable - QSFP to QSFP - 3.3 ft - for Cloud Managed MS350-24, MS350-24P, MS350-48, MS350-48FP, MS350-48LP 100% Eligible	\$100.42	5	\$502.10



### West Side Leadership Academy - Meraki Alternative

Part #	Description	Price	Qty	Est. Price
MA-CBL-40G-3M	Cisco Meraki - Stacking cable - QSFP to QSFP - 10 ft - for Cloud Managed MS350-24, MS350-24P, MS350-48, MS350-48FP, MS350-48LP 100% Eligible	\$150.63	1	\$150.63
MA-CBL-TA-1M	Cisco Meraki CBL-TA-1M - Direct attach cable - SFP+ (M) to SFP+ (M) - 3.3 ft - twinaxial - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$50.21	2	\$100.42
MA-SFP-1GB-SX	Cisco Meraki - SFP (mini-GBIC) transceiver module - GigE - 1000Base-SX - up to 722 ft - 850 nm - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$228.30	22	\$5,022.60
MA-SFP-10GB-SR	Cisco Meraki - SFP+ transceiver module - 10 GigE - 10GBase-SR - up to 1310 ft - for Cisco Meraki MX100, MX400, MX600, MX80; Cloud Managed Ethernet Aggregation Switch MS420 100% Eligible	\$454.31	13	\$5,906.03
NSI R&S Professional Services	NSI R&S Professional Services 100% Eligible	\$20,749.00	1	\$20,749.00
Subtotal				\$159,141.21



## Acceptance

The acceptance of this bid, **NSI Quote #077913**, requires the signature of both Gary Community School Corp and Network Solutions, Inc. The issuance of the purchase order for this response may be contingent upon Gary Community School Corp E-Rate Funding approval.

Manufacturer bundle pricing may have been used in order to achieve the lowest possible prices for hardware and software for your organization. If your organization chooses to purchase part of the hardware and software quoted bundled, pricing may not be available. Additional fees may apply. Please contact Les Dant for additional details.

All labor quoted with this bid response is expected to be performed during normal business hours (Monday through Friday, from 8 AM to 5 PM). If labor is required outside of normal business hours, additional fees may apply.

Per USAC requirements, customer agrees to provide Network Solutions, Inc. a signed document authorizing Network Solutions, Inc. to proceed with this project prior to filing the FORM 471. Customer also agrees to promptly submit Form 471 along with the authorization document to USAC.

Below is a breakdown of the Base Bid, if Gary Community School Corp is only accepting portions of the base bid, please indicate which sites Gary Community School Corp is accepting:

Accepted	Base Bid Location	Dollar Amount
	Fiber Patch Cables - Meraki Alternative	\$529.68
	Beveridge ES - Meraki Alternative	\$62,167.74
	Bailly MS - Meraki Alternative	\$83,744.70
	West Side Leadership Academy - Meraki Alternative	\$159,141.21
Base Bid Total:		<b>\$305,583.33</b>





### Payment Method

#### Please choose a preferred method of payment:

\_\_\_\_\_ **Form 472** Billed Entity Applicant Reimbursement (BEAR) Form - Order will be processed upon a Purchase Order for full price

\_\_\_\_\_ **Form 474** Service Provider Invoice (SPI) Form - Order will be processed once fully funded by USAC

#### GRAND TOTAL (Please Select):

\_\_\_\_\_ Base Bid Only - Grand Total Accepted as indicated above.

\_\_\_\_\_ Accepting Parts of Bid, please calculate total: Grand Total Accepted: \$ \_\_\_\_\_

Acceptance of this bid is for the funding year 2021, which dictates the following contract dates: 7/1/2021 - 9/30/2022, unless what is being purchased is for a service (Managed Internal Broadband Services, Basic Maintenance of Internal Connections, etc.) which is only contracted from 7/1/2021 - 6/30/2022.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Agreed to:  
Gary Community School Corp

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
Network Solutions, Inc

By: \_\_\_\_\_  
(Authorized Signature)

Name: Les Dant

Date: 02/08/2021



## Terms and Conditions

1. **SHIPPING AND HANDLING.** All equipment purchased by Customer (the "Equipment") is provided FOB at the shipping location. Shipment will be made as specified by Customer and Customer is solely responsible for all expenses in connection with the delivery of the Equipment. The Equipment will be deemed accepted by Customer upon receipt.
2. **PURCHASE PRICE AND TAXES.** Customer shall pay to Network Solutions, Inc. the purchase price set forth in the applicable invoice ("Purchase Price") for each item of Equipment and installation. Customer hereby grants and Network Solutions, Inc. reserves a purchase money security interest in the Equipment and the proceeds thereof as a security for its obligations hereunder until payment of the full Purchase Price to Network Solutions, Inc. Customer authorizes Network Solutions, Inc. to file financing statements to perfect its purchase money security interest. Customer acknowledges that in the event of Customer's default and the exercise by Network Solutions, Inc. of its security interest in the Equipment, all of Customer's systems and activities which depend on the Equipment will be disrupted or rendered inoperable. The Purchase Price is due and payable upon delivery of the Equipment in accordance with the terms on the face of the invoice. Customer shall pay all taxes and other governmental charges assessed in connection with the rental, use or possession of the Equipment including, without limitation, any and all sales and/or use taxes and personal property taxes.
3. **PAST DUE INVOICES.** Invoices are past due the day following the date payment is due. Interest charges shall accrue from that date. In the event of past due invoices, Customer agrees to pay to Network Solutions, Inc., as interest, an amount equal to 2% per month, or the maximum provided by law, (whichever is less) for invoice amounts that are past due. Should Network Solutions, Inc. be forced to initiate legal action to collect unpaid amounts from past due invoices, Customer agrees to pay Network Solutions, Inc.'s reasonable attorney's fees and costs of collection in addition to the interest described above.
4. **TITLE.** Customer shall acquire title to the Equipment upon full payment of the purchase price(s) set forth herein. Notwithstanding the foregoing, Network Solutions, Inc. and any licensor of rights to Network Solutions, Inc. shall retain title to and rights in the intellectual property (whether or not subject to patent or copyright) and content contained in the materials supplied under the terms of this Agreement.
5. **RETURNS.** All returns must be approved by Network Solutions, Inc. and a RMA number assigned prior to return shipment. Customary restocking fees of 15% will apply to all non-defective returns. Returns delivered to Network Solutions, Inc. without prior consent will be rejected and returned. If evaluation product is not returned at the end of the evaluation period, evaluation unit invoices are due and payable on the day following the invoice date.
6. **SELECTION OF EQUIPMENT; MANUFACTURER WARRANTY.** Customer acknowledges that customer has selected the Equipment and disclaims any statements made by Network Solutions, Inc. Customer acknowledges and agrees that use and possession of the Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty, and Customer agrees to look solely to the manufacturer or, if appropriate, supplier with respect to all mechanical, service and other claims, and the right to enforce all warranties made by said manufacturer are hereby, to the extent Network Solutions, Inc. has the right, assigned to Customer. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY ORAL REPRESENTATION AND ALL OTHER WARRANTIES AND DAMAGES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. NETWORK SOLUTIONS, INC. HAS NOT MADE NOR DOES MAKE ANY OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND AS TO NETWORK SOLUTIONS, INC. AND ITS ASSIGNEES, CUSTOMER PURCHASES THE EQUIPMENT "AS IS".
7. **LIMITATION OF LIABILITY.** Network Solutions, Inc.'s entire liability for any damages which may arise hereunder, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including Network Solution, Inc.'s negligence, or otherwise, shall be limited to the Purchase Price paid by Customer for the Equipment. IN NO EVENT WILL NETWORK SOLUTIONS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF NETWORK SOLUTIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Indiana (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, the parties to this Agreement hereby consent to jurisdiction and venue in the courts of the state of Indiana.
9. **SUBSCRIPTION TERM.** For Active User Subscription services provided for a specified term, the following applies:
 

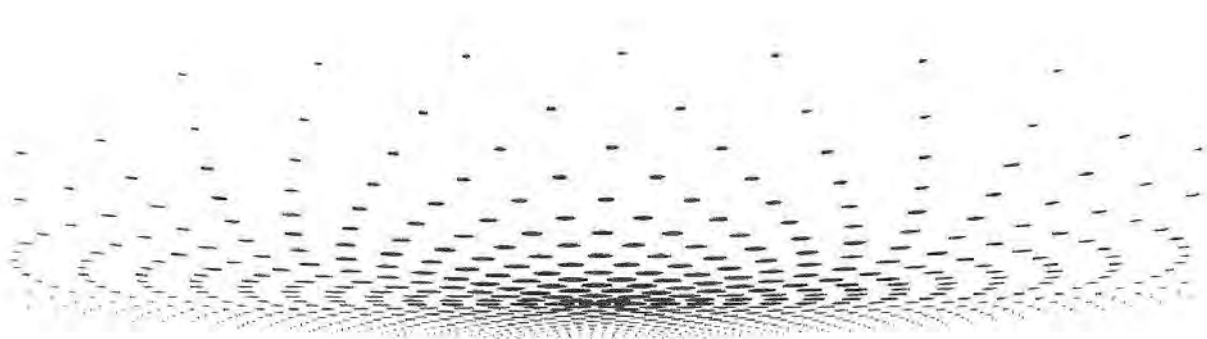
A purchase of an Active User Subscription is an obligation on the part of the Customer to purchase that service for the duration of the Subscription term. The Subscription Term may be for one (1), two (2), three (3) or five (5) years.

Network Solutions, Inc. has a constant obligation to recalculate the Subscription quantity and Minimum Subscription Fee at the end of every subscription period, should the Subscription quantity increase. Customer agrees to compensate Network Solutions based on the actual Subscription quantity at the end of the Subscription period. Each consecutive twelve (12) month period in a Subscription Term is a Subscription Period.

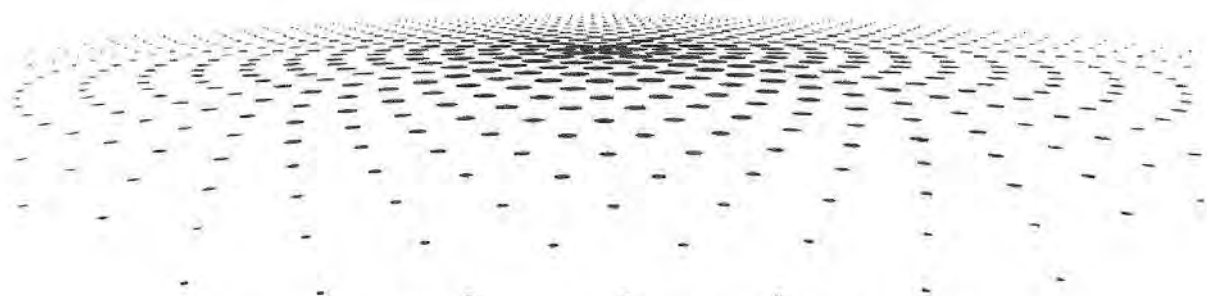
A subscription may not be terminated without cause by either party at any time during the Subscription Term. The Subscription Term shall begin from the earlier of (a) the service activation date, or (b) upon expiration of the Activation Grace Period adjusted for any delay in subject to the Activation Grace Period section.
10. **MISCELLANEOUS.** The above terms and conditions are the only terms and conditions upon which Network Solutions, Inc. is willing to sell the Equipment and supersede all previous agreements, promises or representations, oral or written.

ELDS01 JST 139057v2

## UPS & APS



**NetworkSolutions**  
INCORPORATED



**WHY** we do is as important as **WHAT** we do

**Gary Community School Corp**

2021 Erate 470 #

210006630 - UPS

& APS

Quote # 077851  
Version 2  
NSI SPIN #: 143005577

Les Dant  
02/08/2021

[www.nsi1.com](http://www.nsi1.com) | (574) 271-0900





Monday, February 08, 2021

Gary Community School Corp  
Darrell Riddell  
1800 E.35th Ave. Gary Area Career Center  
Gary, IN 46409  
driddell@garycsc.k12.in.us

Dear Darrell,

As a Local Indiana IT Services Firm headquartered in Granger, Indiana, Network Solutions, Inc. appreciates the opportunity to provide pricing for Gary Community School Corp. Our response includes hardware, software, and installation where specified by the proposal.

Network Solutions, Inc. views our participation in this bid as an opportunity to build a long-term business relationship, and to that end we have looked very closely at every opportunity to deliver our responses at the lowest price possible, while at the same time providing the highest level of implementation deliverables and post installation support where applicable.

As a local Indiana IT Services firm, Network Solutions, Inc. has a successful history of performing excellent implementations in Indiana since 1989 and has the distinction of being Cisco Systems Networks "Go-To" partner for Indiana. NSI is fully certified with Cisco Systems products and has many K/12 Cisco Systems installations.

Our Technical team has over thirty (30) Cisco Certified Engineers with the distinction of Three (3) Cisco Certified Internetwork Expert (CCIE) on our local staff. The CCIE is one of the highest certification that Cisco has available and is recognized worldwide. Network Solutions employ two PMI certified PMP managers. The PMP certification is recognized as the premier certification for project managers.

Gary Community School Corp can therefore be assured that all equipment configuration and on-site installation will be performed by Indiana-based network engineers with local availability for any technical support issues. Network Solutions' engineering expertise comes from our advanced training and hundreds of successful Indiana implementations in the K-12 sector. Over twenty five percent of our business comes from this market including schools systems from Concord, Warsaw, Penn, Plymouth, Elkhart, Valparaiso, New Prairie, Sunman-Dearborn, and LaPorte.

All training and post implementation support will also be delivered by Indiana-based engineers and training staff. Project management is a critical element in a successful implementation and that too will be provided by a local team to ensure the highest levels of access, project performance, and client satisfaction.

Thank you again for this opportunity. We look forward to working with you further on this project.

A handwritten signature in black ink, appearing to read "Les Dant".

Les Dant  
Account Manager



## Executive Summary

### ● Executive Summary

As Cisco's 2019 SLED (State, Local and Education) Central United States Partner of the year (14 state region), Network Solutions, Inc (NSI) is pleased to submit our response to the Gary Community School Corp E-rate RFP. NSI is an Indiana based partner with offices in Indianapolis, South Bend, Fort Wayne and Chicago. Our local presence and experience selling Cisco in the state of Indiana since 1994 is not matched by any other Cisco partner. NSI's top priority is excellent customer experience. This is achieved by a staff culture that always puts customer first - from engineering to account management team and purchasing department to customer service staff. At NSI, we look forward to the opportunity to serve Gary Community School Corp.



## Strategic Implementation and Support

### ● Strategic Implementation Methodology

The implementation of your system is critical to the success of your project. The greatest system in the world is a total failure if its implementation is not performed correctly the first time. Network Solutions Inc. understands the critical nature of your implementation. We use our Strategic Implementation methodology to guarantee the installation of your system is smooth and trouble-free. The teams that are assigned to your implementation may vary depending on the application and hardware purchased.

NSI's Strategic Implementation methodology is composed of teams of industry and manufacturer-certified engineers:

- Executive Team
- Resource Manager/Project Manager
- Lead Engineer/Application Team
- Physical Infrastructure Team
- Security Team
- Software/Customization Team
- Training Team
- NSI Helpdesk

A member of each team may be assigned to your project and works directly with you and your staff to ensure a trouble-free implementation.

Your implementation is managed using ConnectWise. Communication to you and your team is accomplished through this software. ConnectWise allows all facets of your project to be tracked and documented.

### ● NSI Executive Team

The NSI Executive Team with your executive team focuses at the start to establish a relationship that will be accessible through all stages of your project. Your executives will be contacted periodically throughout the installation by the NSI Executive Team to provide feedback and recommendations.

### ● Project Manager

Each customer is assigned a PMI Certified Project Manager for the duration of the project. The Project Manager is available for any type of issues that may arise during the project and controls the overall NSI resources.

- Verifies that the resources are available for the project and the Lead Engineer.
- Writes Statement of Work based upon your requirements and project application.
- Verifies that Network Ready For Use testing is completed by the Lead Engineer.

### ● Lead Engineer

The Lead Engineer is directly accountable to you and NSI management for the thorough and timely completion of your project. Their responsibilities include:

- Coordinating activities of all team members
- Coordinating ordering of hardware and software
- Scheduling all phases of the implementation
- Working with your staff, contractors and other vendors





- Installation of the hardware and software
- Providing documentation and Daily Communication Reports (DCR) for your project
- Providing on-site support after the cutover to the new system
- Network Ready For Use testing

● **Physical/Infrastructure Team**

The Physical/Infrastructure Team is responsible for making sure that your network environment/infrastructure is suitable for the applications/hardware purchased. These criteria include:

- Network physical layer supports the system implemented
- New equipment is installed, configured to your specifications and tested
- Existing equipment is upgraded and configured to support standards and protocols and tested
- Lightning and surge protection is in place to protect the equipment
- Document power requirements, advise on any power issues and install UPS systems where required
- Documentation of work performed

● **Software/Customization Design Team**

The Software/Customization Design Team is responsible for advanced functionality and custom programming in your system as it relates to the Network infrastructure.

● **Training Team**

The Training Team will train either the end-user or will provide a "train the trainer" session for a small group of Technical people using a "hands on" methodology. Administrator training for typical Moves, Adds, and changes is also provided.

● **Security Team**

The Security Team examines all elements of your network related to network applications. The team is proactive in advising you of any other network issues and will make recommendations for other security services such as vulnerability and penetration testing.



## NSI Company Overview

Since 1989, Network Solutions, Inc. (NSI) has focused on providing stable and secure network communication solutions. NSI is a privately held company with corporate headquarters in Granger, Indiana with offices in Indianapolis, Fort Wayne and Chicago.

Network Solutions, Inc. specializes in creating positive business outcomes by implementing empowering technology solutions. What we do is very important but WHY we do it is just as critical. Designing and deploying the solutions for the right situation at the right time can improve organization's employee productivity, reduce expenditures, improve time to market and reduced risk. Our key areas of expertise include design, implementation and support of network infrastructure, data security, collaboration technologies, data center solutions and wireless networking.

NSI's extensively trained engineers possess in-depth industry knowledge and are ready to put their skills and knowledge to work for you. Our engineers focus on learning and understanding your very specific situation and needs, then providing timely solutions and complete communication. Network Solutions' process maximizes business outcome solutions for our customer organizations.

Network Solutions continues to grow and improve by remaining true to its founding principles. Emphasis is still focused on excellent customer service, agility in responding to customer needs, employee care is top priority and most importantly a desire to honor God with their work. Network Solutions, Inc. continues to celebrate its growth and success with happiness and gratitude to all who have made it possible; God, customers and employees.

- 1989 Network Solutions, Inc. founded by Larry Tadevich
- 1996 Network Solutions becomes a Cisco Premier Partner
- 2001 Achieved Cisco Silver Certification  
Achieved Cisco Unified Communication Cert.
- 2003 NSI Opens Indianapolis Office
- 2004 NSI Opens Chicago Office
- 2007 Achieved Cisco Customer Satisfaction Award  
Achieved Indiana Chamber of Commerce's "Best Place to Work in Indiana" in the private, small business group
- 2014 25th Anniversary of NSI  
Awarded Best Places to Work in Indiana  
NSI Opens Fort Wayne Office
- 2015 Featured by CIOReview Magazine as one of "20 Most Promising Networking Solution Providers 2015"
- 2016 Bob Tadevich named new president of NSI  
Awarded Best Places to Work in Indiana for 4<sup>th</sup> time  
Awarded Master Collaboration certification  
Awarded SLED (State & Local Government and Education) Central Cisco Partner of the Year
- 2017 Awarded Best Places to Work in Indiana for 5<sup>th</sup> time  
NSI releases ProCare Managed Services Offering
- 2018 Network Solutions awarded by Cisco Most Strategic Partner Award
- 2019 Awarded Cisco Partner of the Year for SLED (State & Local Government / Education) Central Region



## NSI Facts

Legal Company Name:	Network Solutions, Inc.
Tax Exempt Number:	003780007-001-2
Federal Tax ID:	35-1765727
E-Rate SPIN:	143005577
Company Physical Address:	12190 Adams Road Granger, Indiana 46530  9640 Commerce Drive, Suite 420 Carmel, Indiana 46032  6349 Constitution Drive Fort Wayne, Indiana 46804  180 N Michigan Avenue, Suite 1910C Chicago, Illinois 60601
Company Mailing Address:	P.O. Box 193 Granger, Indiana 46530
Company Phone Number:	574-271-0900 (Granger) 317-489-5423 (Indianapolis) 260-657-6072 (Fort Wayne) 312-470-7700 x8122 (Chicago)  888-247-0900 (Toll Free)
Company Contacts:	<b>Les Dant</b> Account Manager (574) 302-2568 lesd@nsi1.com  <b>Kimm Strelt</b> Sales Support (574) 271-0900 kimms@nsi1.com





## Cisco Certifications

### ● CCENT - Cisco Certified Entry Networking Technician



CCENT certified professionals have the knowledge and skill to install, operate, and troubleshoot a small enterprise branch network, including basic network security. It opens doors to a career in networking.

### ● CCNA - Cisco Certified Network Associate



The CCNA validates the ability to install, configure, operate, and troubleshoot routed and switched networks, data centers, security solutions, Collaboration and wireless networks.

Certifications in Routing & Switching, Data Center, Security, Collaboration, and Wireless

### ● CCDA - Cisco Certified Design Associate



CCDA validates knowledge required to design a Cisco converged network. With a CCDA certification, a network professional demonstrates the skills required to design routed and switched network infrastructures and services involving LAN, WAN, and broadband access for businesses and organizations.

Certifications in Collaboration

### ● CCNP - Cisco Certified Network Professional



Those who achieve CCNP have demonstrated the skills required in enterprise roles such as network engineer, support engineer, systems engineer or network technician to plan, implement, verify and troubleshoot enterprise solutions and work collaboratively.

Certifications in Routing & Switching, Data Center, Collaboration, and Wireless

### ● CCDP - Cisco Certified Design Professional



Cisco network design expertise the Cisco CCDP certification program focuses on advanced addressing and routing protocols, WANs, services virtualization, and integration strategies for multi-layered Enterprise architectures.

Certifications in Routing & Switching, Data Center, Wireless, and Collaboration

### ● CCIE - Cisco Certified Internetwork Expert



The (CCIE) certification is accepted worldwide as the most prestigious networking certifications in the industry. Network Engineers holding an active Cisco CCIE certification are recognized for their expert network engineering skills. The CCIE community has established a reputation of leading the networking industry in deep technical networking knowledge and is deployed into the most technically challenging network assignments.

Certifications in Routing & Switching, Data Center, Wireless, and Collaboration

### ● Additional Professional Certifications





## ● NSI Staff Certifications

Data Center	Collaboration	Security	Wireless	Infrastructure	Virtualization/ Storage
 Advanced Data Center Architect	 Master Collaboration Partner	 Advanced Security Architect	 Advanced Wireless LAN	 Advanced Routing & Switching	 Advanced Computing Technology
 CCIE	 CCIE	 CCIE	 CCIE	 CCIE	 VMware PARTNER
 CCNP	 CCNP	 CCNP	 CCNP	 CCNP	 VMware CERTIFIED
 CCDP	 CCDA	 CCNA	 CCNA	 CCDP	 VMware CERTIFIED PROFESSIONAL
 CCNA	 CCNA	 M	 M	 CCNA	 NetApp
 M	 M	 M	 M	 M	 M



## Testimonials

### ● Mike Sniadeki – City of South Bend

[Press Release] "The South Bend Parks & Recreation Department and the Office of Innovation & Technology are excited to announce their new wireless infrastructure at its Charles Black and Martin Luther King Jr. Recreation Centers.

Working to improve network and internet access at those sites, the Office of Innovation & Technology selected Network Solutions, Inc. of Granger, Indiana to assist with assessing and remediating their wireless/internet network needs. Network Solutions recommended a Cisco/Meraki wireless network infrastructure solution to address the connectivity needs for the two sites.

After the network cables were installed by Martell Electric of South Bend, Network Solutions and the Office of Innovation & Technology Infrastructure team then installed the upgraded wireless solution for both employees' network and internet access. The wireless network now also provides guest internet access for visitors of both the Charles Black and Martin Luther King Jr. Recreation Centers.

The wireless connections will improve the convenience and efficiency of work for employees, while creating an enhanced visitor experience for guests of the recreation centers."

### ● Aaron Cleveland - MIS Coordinator - Pike Township Fire Department

"Also, Chief Bachman really appreciated your conversation today. He is always blown away when he talks to you guys. He enjoys having a conversation instead of a hostage situation as before. I appreciate all the hard work getting these numbers together."

### ● Justin Johnson – Kokomo Schools

"NSI is a fantastic company full of dedicated people. Every interaction, whether it be simple renewals to large projects, have been handled with excellent service and great communication."





## Client References

### ● Concord Community Schools

59040 Minuteman Way  
Elkhart, IN 46517-3499  
Shireen Dial  
sdial@concord.k12.in.us  
Phone: 574.875.5161  
Fax: 574.875.8762  
Website: www.concord.k12.in.us

Concord Community Schools have been a customer since 1999. Network Solutions has provided implementation of various projects, including a major Unified Communication installation, as well as, a wireless implementation that included routers and switches. Concord Community Schools have multiple buildings across their campus.

### ● Greensburg Community Schools

1312 W Westridge Parkway,  
Greensburg, IN 47240  
Scott Hershauer, IT Director  
shershauer@greensburg.k12.in.us  
Phone: 812.662.6858  
Website: www.greensburg.k12.in.us

Network Solutions has implemented many projects with Greensburg, including, most recently, WLAN, switching, data center, and security.

### ● East Allen County Schools

1000 Prospect Ave,  
New Haven, Indiana 46774  
Keith Madsen, Directory of Technology  
kmadsen@eacs.k12.in.us  
Phone: 260.446.0100  
Website: http://www.eacs.k12.in.us

Network Solutions has implemented network, wireless, voice, and security systems. Early adopter of iPads – NSI worked with customer to integrate devices to the wireless infrastructure.

### ● Perry Township Schools

6548 Orinoco Avenue  
Indianapolis, IN 46227  
Matthew Willey  
mwilley@msdpt.k12.in.us  
Phone: 317.789.3755  
Website: www.perryschools.org

Perry Township Schools contracted with Network Solutions to replace all of the switching infrastructure, wireless LAN, and unified communications. Switching and wireless projects were implemented in 2016 and the unified communications project is ongoing currently in phase 3 of implementation.



● **MSD of Decatur**

6920 Gatwick Drive  
Indianapolis, IN 46241  
Jeff McMahon  
jmcMahon@msddecatur.k12.in.us  
Phone: 317.716.9991  
Website: decaturproud.org

MSD of Decatur Township Schools contracted with Network Solutions to provide all of their switching infrastructure and wireless LAN. They also purchased and implemented HyperFlex in 2017. The infrastructure projects were completed in 2015.

● **Anderson Community Schools**

1600 Hillcrest Ave.  
Anderson, IN 46011  
Jack Larimore  
Website: [www.acsc.net](http://www.acsc.net)

As ACS' partner for 3 decades, NSI has designed, sold, installed, and supported the following technologies: Cisco core, distribution and access layer LAN switching, Cisco 10 Gbps Metropolitan Area Network, Cisco routing and NextGen Firewalls, Cisco WLAN and Unified Communication Solution, plus APC UPS hardware.



## Scope of Work

### 1. Subcontractor Work Description:

- a. Install (31) UPS's provided by NSI.
  - i. (1) – Williams, (9) – W.Side, (4) – Gary Elementary, (6) – Bailly, (3) – Beveridge, (4) – McCullough
  - ii. (3) – Marquette, (1) – Glen Park.
- b. Quote is to replace the existing UPS with New.
- c. Quote does not include and new power circuits.
- d. Work Quoted for 1<sup>st</sup> Shift.

Installation cost is based on installing all units. Price is only valid if GCSC awards all the UPS's and installation to NSI.





## Statement of Work Terminology

### ● Statement of Work Terminology

#### Description of a Change Request

Throughout the project, it may be necessary to amend the scope of work to include additional tasks or provide additional equipment to accomplish the original scope. These changes can be identified at various stages of the project but are usually identified in the initial review of the statement of work, during prework or just before implementation.

The requested change may impact the scope, cost and timeline but is deemed necessary to accomplish the original scope so it will be important the entire team discuss the findings and agree the change is necessary.

Once the requested change has been reviewed, a change request form will need to be completed. The change request will be submitted to initiate a re-design to define and document the required changes for final customer approval.

#### Definition of Meetings

Meetings are very important for ensuring all team members are working towards the same goal and completing tasks to accomplish the goal. Therefore, the following meetings may be scheduled during the duration of the project.

- Kick Off Meeting – to discuss the requirements, verify the scope, identify the team members and their role, outline an initial timeline.
- Update Meetings
  - The frequency will be based on the size of the project and outlined in the project plan.
  - Additional meetings are available for an additional charge.
  - All team members are expected to be present.
  - Purpose is to review the project plan.
    - Provide updates on tasks completed.
    - Review next tasks to be completed and agree on due dates.
- Closing Meeting
  - Confirm all work has been completed and all issues resolved.
  - Retrospective (what went well and where improvements can be made).
  - Provide approval to close the project.

#### Description of the Closing Process

Once the engineer has indicated the deliverables have been completed, a request will be sent

- Asking for an update on the implementation
- Verifying everything is working as planned
- Confirming all deliverables have been completed
- Requesting approval to close the project

The closing process should take less than 15 days.

#### Potential Impacts to the Timeline

NSI does not carry inventory which means all equipment is ordered once

- The quote is accepted by the customer



- A PO is received
- The project is created if professional services are included

The ship date / delivery date for equipment will define when the project will be scheduled to begin.

In certain situations, an expedite in shipping may be requested. The expedite does not mean the vendor can fulfill the request.

The work effort, resource availability and equipment delivery date, if applicable, will be utilized to define the earliest date when a solution could be implemented.

Timeliness of the data collection effort may impact the implementation date.

Timeliness on providing access to the customer's environment or access to the customer's key technical resource may impact the schedule and implementation date.



## Project Change Request

### ● Project Change Request

Throughout the project, it may be necessary to amend the scope of work to include additional tasks or provide additional equipment to accomplish the original scope. These requests will need to be submitted to NSI on this change request form.

The change request will serve as permission to request the re-design and quote for the requested amendment of scope.

### ● Project Change Request Form

<b>1. Project Information</b>			
a. Project Name:			
b. Account Manager:			
c. Project Manager:			
d. Customer Sponsor:			
<b>2. Change Request</b>			
a. Change Category:	<input type="checkbox"/> Requirements Change	<input type="checkbox"/> Equipment Change	
	<input type="checkbox"/> Other		
b. Change Description:	(Be Detailed)		
c. Change Justification:	(Be Detailed)		
d. Change Impact:	<input type="checkbox"/> Cost	<input type="checkbox"/> Duration	
	<input type="checkbox"/> Implementation Date		
<b>3. Acceptance</b>			
Customer acceptance of proposed change: The customer project team has reviewed and accepts the proposed change to the project scope and modification of the terms of the governing SOW.			
Signature: _____		Date: _____	
Customer Name and Title: _____			





## Project Completion Form


### ● Project Completion Form

This document serves to confirm that the requested work has been completed and all of its deliverables have been met per the Statement of Work.


<b>1. Project Information</b>			
	Project Name:		
	Project Manager:		
<b>2. Customer Information</b>			
	Customer Name:		
	Customer Address:		
	Sponsor:		
	Sponsor's Title:		
	Sponsor's Email:	Sponsor's Phone:	
<b>3. Summary of Deliverables</b>			
	<input type="checkbox"/> Project Completion Form <input type="checkbox"/> Documentation		
<b>4. Acceptance</b>			
The customer's project team has received and reviewed all expected deliverables of the project, accepts all the services provided, and considers the terms of the Statement of Work fulfilled.			
Customer authorizes Network Solutions, Inc. to invoice any outstanding balance for services rendered by signing this document.			
Please sign and return this document within 3 days after receipt.			
Signature: _____		Date: _____	
Print Name _____		Title: _____	




### UPS's - Westside

Part #	Description	Price	Qty	Ext. Price
GXT5-5000MVRT4UXLN	Liebert GXT5 - UPS (rack-mountable / external) - 208 V - 5000 Watt - 5000 VA - 4U 	\$3,440.58	9	\$30,965.22
Shipping and Handling	Shipping and Handling	\$1,844.78	1	\$1,844.78
Subcontractor/PMO	Subcontractor/PMO	\$1,122.645	1	\$1,122.645
Subtotal				\$33,932.64

### UPS's - Bailly Middle

Part #	Description	Price	Qty	Ext. Price
GXT5-5000MVRT4UXLN	Liebert GXT5 - UPS (rack-mountable / external) - 208 V - 5000 Watt - 5000 VA - 4U 	\$3,440.58	6	\$20,643.48
Shipping and Handling	Shipping and Handling	\$1,229.85	1	\$1,229.85
Subcontractor/PMO	Subcontractor/PMO	\$764.055	1	\$764.055
Subtotal				\$22,637.38


### UPS's - Beveridge Elementary

Part #	Description	Price	Qty	Ext. Price
GXT5-5000MVRT4UXLN	Liebert GXT5 - UPS (rack-mountable / external) - 208 V - 5000 Watt - 5000 VA - 4U 	\$3,440.58	3	\$10,321.74
Shipping and Handling	Shipping and Handling	\$614.93	1	\$614.93
Subcontractor/PMO	Subcontractor/PMO	\$405.465	1	\$405.465


**UPS's - Beveridge Elementary**

Part #	Description	Price	Qty	Ext. Price
Subtotal				<b>\$11,342.14</b>

**UPS's - McCullough Academy**

Part #	Description	Price	Qty	Ext. Price
GXT5-5000MVRT4UXLN	Liebert GXT5 - UPS (rack-mountable / external) - 208 V - 5000 Watt - 5000 VA - 4U 	\$3,440.58	4	\$13,762.32
Shipping and Handling	Shipping and Handling	\$819.90	1	\$819.90
Subcontractor/P MO	Subcontractor/PMO	\$524.995	1	\$524.995
Subtotal				<b>\$15,107.22</b>

**UPS's - Banneker**

Part #	Description	Price	Qty	Ext. Price
GXT5-5000MVRT4UXLN	Liebert GXT5 - UPS (rack-mountable / external) - 208 V - 5000 Watt - 5000 VA - 4U 	\$3,440.58	3	\$10,321.74
Shipping and Handling	Shipping and Handling	\$614.93	1	\$614.93
Subcontractor/P MO	Subcontractor/PMO	\$405.465	1	\$405.465
Subtotal				<b>\$11,342.14</b>





## UPS's - Optional Add-On - West Side

\* Optional

Part #	Description	Price	Qty	Est. Price
VP8832	Vertiv Monitored VP8832 - Power distribution unit (rack-mountable) - AC 120 V - 2.8 kW - Ethernet - input: NEMA L5-30P - output connectors: 24 (24 x NEMA 5-20R) - black powder coat	\$375.04	18	\$6,750.72
PD5-004	Liebert - Power distribution unit - input: NEMA L14-30P - output connectors: 6 (2 x NEMA L5-30R, 4 x NEMA L5-20R) - for P/N: GXT5-5000HVRT5UXLN, GXT5-5000MVRT4UXLN, GXT5-6000MVRT4UXLN, GXT5-6KL630RT5UXLN	\$385.20	9	\$3,466.80
Shipping & Handling	Shipping and Handling	\$138.94	1	\$138.94

\* Optional Subtotal \$10,356.46

## UPS's - Optional Add-On - Bailly Middle

\* Optional

Part #	Description	Price	Qty	Est. Price
VP8832	Vertiv Monitored VP8832 - Power distribution unit (rack-mountable) - AC 120 V - 2.8 kW - Ethernet - input: NEMA L5-30P - output connectors: 24 (24 x NEMA 5-20R) - black powder coat	\$375.04	12	\$4,500.48
PD5-004	Liebert - Power distribution unit - input: NEMA L14-30P - output connectors: 6 (2 x NEMA L5-30R, 4 x NEMA L5-20R) - for P/N: GXT5-5000HVRT5UXLN, GXT5-5000MVRT4UXLN, GXT5-6000MVRT4UXLN, GXT5-6KL630RT5UXLN	\$385.20	6	\$2,311.20
Shipping & Handling	Shipping and Handling	\$92.63	1	\$92.63

\* Optional Subtotal \$6,904.31



## UPS's - Optional Add-On - Beveridge Elementary

\* Optional

Part #	Description	Price	Qty	Est. Price
VP8832	Vertiv Monitored VP8832 - Power distribution unit (rack-mountable) - AC 120 V - 2.8 kW - Ethernet - input: NEMA L5-30P - output connectors: 24 (24 x NEMA 5-20R) - black powder coat	\$375.04	6	\$2,250.24
PD5-004	Liebert - Power distribution unit - input: NEMA L14-30P - output connectors: 6 (2 x NEMA L5-30R, 4 x NEMA L5-20R) - for P/N: GXT5-5000HVRT5UXLN, GXT5-5000MVRT4UXLN, GXT5-6000MVRT4UXLN, GXT5-6KL630RT5UXLN	\$385.20	3	\$1,155.60
Shipping & Handling	Shipping and Handling	\$46.31	1	\$46.31
	Shipping and Handling			

\* Optional Subtotal \$3,452.15

## UPS's - Optional Add-On - McCullough

\* Optional


Part #	Description	Price	Qty	Est. Price
VP8832	Vertiv Monitored VP8832 - Power distribution unit (rack-mountable) - AC 120 V - 2.8 kW - Ethernet - input: NEMA L5-30P - output connectors: 24 (24 x NEMA 5-20R) - black powder coat	\$375.04	8	\$3,000.32
PD5-004	Liebert - Power distribution unit - input: NEMA L14-30P - output connectors: 6 (2 x NEMA L5-30R, 4 x NEMA L5-20R) - for P/N: GXT5-5000HVRT5UXLN, GXT5-5000MVRT4UXLN, GXT5-6000MVRT4UXLN, GXT5-6KL630RT5UXLN	\$385.20	4	\$1,540.80
Shipping & Handling	Shipping and Handling	\$61.75	1	\$61.75
	Shipping and Handling			

\* Optional Subtotal \$4,602.87



## UPS's - Optional Add-On - Banneker

\* Optional

Part#	Description	Price	Qty	Ext. Price
VP8832	Vertiv Monitored VP8832 - Power distribution unit (rack-mountable) - AC 120 V - 2.8 kW - Ethernet - input: NEMA L5-30P - output connectors: 24 (24 x NEMA 5-20R) - black powder coat	\$375.04	6	\$2,250.24
PD5-004	Liebert - Power distribution unit - input: NEMA L14-30P - output connectors: 6 (2 x NEMA L5-30R, 4 x NEMA L5-20R) - for P/N: GXT5-5000HVRT5UXLN, GXT5-5000MVRT4UXLN, GXT5-6000MVRT4UXLN, GXT5-6KL630RT5UXLN	\$385.20	3	\$1,155.60
				
Shipping & Handling	Shipping and Handling	\$46.31	1	\$46.31
	Shipping and Handling - NSI S&H			

\* Optional Subtotal

**\$3,452.15**





## Acceptance

The acceptance of this bid, **NSI Quote #077851**, requires the signature of both Gary Community School Corp and Network Solutions, Inc. The issuance of the purchase order for this response may be contingent upon Gary Community School Corp E-Rate Funding approval.

Manufacturer bundle pricing may have been used in order to achieve the lowest possible prices for hardware and software for your organization. If your organization chooses to purchase part of the hardware and software quoted bundled, pricing may not be available. Additional fees may apply. Please contact Les Dant for additional details.

All labor quoted with this bid response is expected to be performed during normal business hours (Monday through Friday, from 8 AM to 5 PM). If labor is required outside of normal business hours, additional fees may apply.

Per USAC requirements, customer agrees to provide Network Solutions, Inc. a signed document authorizing Network Solutions, Inc. to proceed with this project prior to filing the FORM 471. Customer also agrees to promptly submit Form 471 along with the authorization document to USAC.

Below is a breakdown of the Base Bid, if Gary Community School Corp is only accepting portions of the base bid, please indicate which sites Gary Community School Corp is accepting:

Accepted	Base Bid Locations	Dollar Amount
	UPS's - Westside	\$33,932.64
	UPS's - Bailly Middle	\$22,637.38
	UPS's - Beveridge Elementary	\$11,342.14
	UPS's - McCullough Academy	\$15,107.22
	UPS's - Banneker	\$11,342.14
Base Bid Total:		\$94,361.52

If Gary Community School Corp would like to select Alternates or Options, please indicate below, by checking the column on the left, which ones Gary Community School Corp is accepting:

Accepted	Alternates or Options	Dollar Amount
	UPS's - Optional Add-On - West Side	\$10,356.46
	UPS's - Optional Add-On - Bailly Middle	\$6,904.31
	UPS's - Optional Add-On - Beveridge Elementary	\$3,452.15
	UPS's - Optional Add-On - McCullough	\$4,602.87
	UPS's - Optional Add-On - Banneker	\$3,452.15
Optional Subtotal:		\$28,767.94



### Payment Method

#### Please choose a preferred method of payment:

\_\_\_\_\_ **Form 472** Billed Entity Applicant Reimbursement (**BEAR**) Form - Order will be processed upon a Purchase Order for full price

\_\_\_\_\_ **Form 474** Service Provider Invoice (**SPI**) Form - Order will be processed once fully funded by USAC

#### GRAND TOTAL (Please Select):

\_\_\_\_\_ Base Bid Only - Grand Total Accepted as indicated above.

\_\_\_\_\_ Accepting Parts of Bid, please calculate total: Grand Total Accepted: \$ \_\_\_\_\_

Acceptance of this bid is for the funding year 2021, which dictates the following contract dates: 7/1/2021 - 9/30/2022, unless what is being purchased is for a service (Managed Internal Broadband Services, Basic Maintenance of Internal Connections, etc.) which is only contracted from 7/1/2021 - 6/30/2022.

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Agreed to:  
Gary Community School Corp

By: \_\_\_\_\_  
(Authorized Signature)

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Agreed to:  
Network Solutions, Inc

By: \_\_\_\_\_  
(Authorized Signature)

Name: Les Dant

Date: 02/08/2021





## Terms and Conditions

1. **SHIPPING AND HANDLING.** All equipment purchased by Customer (the "Equipment") is provided FOB at the shipping location. Shipment will be made as specified by Customer and Customer is solely responsible for all expenses in connection with the delivery of the Equipment. The Equipment will be deemed accepted by Customer upon receipt.
2. **PURCHASE PRICE AND TAXES.** Customer shall pay to Network Solutions, Inc. the purchase price set forth in the applicable invoice ("Purchase Price") for each item of Equipment and installation. Customer hereby grants and Network Solutions, Inc. reserves a purchase money security interest in the Equipment and the proceeds thereof as a security for its obligations hereunder until payment of the full Purchase Price to Network Solutions, Inc. Customer authorizes Network Solutions, Inc. to file financing statements to perfect its purchase money security interest. Customer acknowledges that in the event of Customer's default and the exercise by Network Solutions, Inc. of its security interest in the Equipment, all of Customer's systems and activities which depend on the Equipment will be disrupted or rendered inoperable. The Purchase Price is due and payable upon delivery of the Equipment in accordance with the terms on the face of the invoice. Customer shall pay all taxes and other governmental charges assessed in connection with the rental, use or possession of the Equipment including, without limitation, any and all sales and/or use taxes and personal property taxes.
3. **PAST DUE INVOICES.** Invoices are past due the day following the date payment is due. Interest charges shall accrue from that date. In the event of past due invoices, Customer agrees to pay to Network Solutions, Inc., as interest, an amount equal to 2% per month, or the maximum provided by law, (whichever is less) for invoice amounts that are past due. Should Network Solutions, Inc. be forced to initiate legal action to collect unpaid amounts from past due invoices, Customer agrees to pay Network Solutions, Inc.'s reasonable attorney's fees and costs of collection in addition to the interest described above.
4. **TITLE.** Customer shall acquire title to the Equipment upon full payment of the purchase price(s) set forth herein. Notwithstanding the foregoing, Network Solutions, Inc. and any licensor of rights to Network Solutions, Inc. shall retain title to and rights in the intellectual property (whether or not subject to patent or copyright) and content contained in the materials supplied under the terms of this Agreement.
5. **RETURNS.** All returns must be approved by Network Solutions, Inc. and a RMA number assigned prior to return shipment. Customary restocking fees of 15% will apply to all non-defective returns. Returns delivered to Network Solutions, Inc. without prior consent will be rejected and returned. If evaluation product is not returned at the end of the evaluation period, evaluation unit invoices are due and payable on the day following the invoice date.
6. **SELECTION OF EQUIPMENT; MANUFACTURER WARRANTY.** Customer acknowledges that customer has selected the Equipment and disclaims any statements made by Network Solutions, Inc. Customer acknowledges and agrees that use and possession of the Equipment by Customer shall be subject to and controlled by the terms of any manufacturer's or, if appropriate, supplier's warranty, and Customer agrees to look solely to the manufacturer or, if appropriate, supplier with respect to all mechanical, service and other claims, and the right to enforce all warranties made by said manufacturer are hereby, to the extent Network Solutions, Inc. has the right, assigned to Customer. THE FOREGOING WARRANTY IS THE EXCLUSIVE WARRANTY AND IS IN LIEU OF ANY ORAL REPRESENTATION AND ALL OTHER WARRANTIES AND DAMAGES, WHETHER EXPRESSED, IMPLIED OR STATUTORY. NETWORK SOLUTIONS, INC. HAS NOT MADE NOR DOES MAKE ANY OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, OR OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS AND AS TO NETWORK SOLUTIONS, INC. AND ITS ASSIGNEES, CUSTOMER PURCHASES THE EQUIPMENT "AS IS".
7. **LIMITATION OF LIABILITY.** Network Solutions, Inc.'s entire liability for any damages which may arise hereunder, for any cause whatsoever, and regardless of the form of action, whether in contract or in tort, including Network Solution, Inc.'s negligence, or otherwise, shall be limited to the Purchase Price paid by Customer for the Equipment. IN NO EVENT WILL NETWORK SOLUTIONS, INC. BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR FOR ANY LOSS OF BUSINESS OR PROSPECTIVE BUSINESS OPPORTUNITIES, PROFITS, SAVINGS, INFORMATION, USE OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF NETWORK SOLUTIONS, INC. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
8. **GOVERNING LAW; DISPUTE RESOLUTION.** This Agreement is made under and will be governed by and construed in accordance with the laws of the State of Indiana (except that body of law controlling conflicts of law) and specifically excluding from application to this Agreement that law known as the United Nations Convention on the International Sale of Goods. The parties will endeavor to settle amicably by mutual discussions any disputes, differences, or claims whatsoever related to this Agreement. Failing such amicable settlement, any controversy, claim, or dispute arising under or relating to this Agreement, including the existence, validity, interpretation, performance, termination or breach thereof, the parties to this Agreement hereby consent to jurisdiction and venue in the courts of the state of Indiana.
9. **SUBSCRIPTION TERM.** For Active User Subscription services provided for a specified term, the following applies:
 

A purchase of an Active User Subscription is an obligation on the part of the Customer to purchase that service for the duration of the Subscription term. The Subscription Term may be for one (1), two (2), three (3) or five (5) years.

Network Solutions, Inc. has a constant obligation to recalculate the Subscription quantity and Minimum Subscription Fee at the end of every subscription period, should the Subscription quantity increase. Customer agrees to compensate Network Solutions based on the actual Subscription quantity at the end of the Subscription period. Each consecutive twelve (12) month period in a Subscription Term is a Subscription Period.

A subscription may not be terminated without cause by either party at any time during the Subscription Term. The Subscription Term shall begin from the earlier of (a) the service activation date, or (b) upon expiration of the Activation Grace Period adjusted for any delay in subject to the Activation Grace Period section.
10. **MISCELLANEOUS.** The above terms and conditions are the only terms and conditions upon which Network Solutions, Inc. is willing to sell the Equipment and supersede all previous agreements, promises or representations, oral or written.

ELDS01 JST 139057v2



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## 4.0 SKYWARD CONTRACT

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**Gary Community School Corporation**

*Strong. Resilient. Built for Education.*

FEDERAL PROGRAMS-CHIEF FINANCIAL OFFICER

900 Gerry Street, Gary, IN 46406

(219) 886-6400

Nathan Williamson, Director

nwilliamson@garycsc.k12.in.us

February 23, 2021

To: Dr. Paige McNulty

From: Nathan Williamson,

RE: SKYWARD

Skyward was selected after a quality and cost analysis when compared to two other student information systems (PowerSchools and Infinite Campus). Infinite Campus is Gary's current student information system provider; however, it has several shortcomings. Infinite Campus does not have all of the reporting features that we need, unless you consider their ability to custom build reports at a higher cost. Functionality is lacking as well. For example, the system does not have a feature to automatically robocall families when a child is marked absent by a teacher but a parent notification has not been provided to the school. The user interface of Infinite Campus is difficult to follow, whereas Skyward is very user friendly for the various functions of the numerous types of staff members. Although Infinite Campus is slightly cheaper (\$47,587 versus \$56,375), Skyward's improved quality and expanded suite of existing resources requires no further customization at cost. Power School was found to be similar in quality to Skyward, but the cost was far more expensive due to Skyward's willingness to separate their core functions (e.g. student information system, human resources, financial systems, and more). GCSC was solely interested in the student information system, whereas Power School was presented as a complete unit with a price tag of \$405,000 versus the \$122,963 cost of Skyward. Even if Power School's SIS was isolated, its standalone cost of the SIS was approximately \$72,000 versus the annual recurring cost of Skyward at \$56,375.

## SKYWARD® SOFTWARE AS A SERVICE AGREEMENT - REDLINE

This Skyward® Software as a Service Agreement (this "Agreement") is made and entered into by and between Skyward, Inc., a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 ("Skyward") and Gary Community School District, with offices at 620 E 10<sup>th</sup> Place, Gary, IN 46402 ("Subscriber"). Skyward and Subscriber may be collectively referred to herein as the "parties" or individually as a "party."

### RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the "Skyward Software"). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the "Skyward Products."

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the "Skyward Services").

C. Skyward and Subscriber desire to enter into this Agreement to establish the terms and conditions under which Skyward will provide Subscriber with access to the Skyward Products and certain Skyward Services, as more particularly described herein.

### TERMS AND CONDITIONS

#### 1.0 Access and Use of Skyward Products.

**1.1 Grant of Access.** Subject to the terms and conditions of this Agreement, Skyward hereby grants to Subscriber and Subscriber's Authorized Users (as defined herein), a nonexclusive, non-transferable, non-licensable, non-perpetual limited right to access the Skyward Products identified in the proposal signed by Skyward and Subscriber, including any addenda thereto, attached hereto and incorporated herein by reference (the "Proposal"), together with all related instruction manuals and other materials associated therewith (the "Materials"). Subscriber and Subscriber's Authorized Users may only access and use the Skyward Products through Skyward's authorized third party host and pursuant to that certain Hosting Services Agreement executed by Subscriber simultaneously with the execution of this Agreement, or subsequently entered into by Subscriber and Skyward. Subscriber and Subscriber's Authorized Users may access and use the Skyward Products and Materials solely for their own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Subscriber from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

**1.2 Use Restrictions.** By accepting the rights granted by Skyward hereunder, Subscriber agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Subscriber or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products.

**1.3 Authorized Users.** Subscriber is solely responsible for providing and administering usernames for all of Subscriber's authorized employees who have a need to access the Skyward Products or Materials (each an "Authorized User" and collectively the "Authorized Users"). Subscriber is further solely responsible for (a) maintaining the security of all user names and passwords granted to Subscriber or its Authorized Users; (b) the security of Subscriber's information systems used to access the Skyward Products; and (c) Subscriber's Authorized Users' compliance with the terms of this Agreement. Subscriber will immediately notify Skyward if it becomes aware of any loss, theft, or unauthorized use of any of Subscriber's passwords or user names, or any other breach of Subscriber's security as it relates to the Skyward Products.

**1.4 Third Party Products and Services.** Any information or proposals for third party products or services provided by Skyward to Subscriber are for informational purposes only and it is the sole responsibility of Subscriber to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Subscriber further acknowledges that any such information or proposals provided by Skyward were based on information provided by Subscriber and that Skyward did not perform an independent technology analysis, unless requested by Subscriber to do so. In the event Skyward provides any third party products or services to Subscriber under the terms of this Agreement, Subscriber agrees that it will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties in association with the use of their products or services.



## 2.0 Fees and Payment.

**2.1 Fees.** Subscriber shall pay the subscription and hosting fees associated with the Skyward Products and Skyward Services identified in the Proposal (collectively the "Subscription Fees"). In addition, Subscriber shall pay any other recurring fees and amounts due in association with the Skyward Products and Skyward Services identified in the Proposal or otherwise agreed to in writing by Skyward and Subscriber during the term of this Agreement.

**2.2 Payment.** Subscriber shall make payment of the Subscription Fees when due as provided in the Proposal. Subscriber shall make payment of any other amounts due within thirty (30) days from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

**2.3 Taxes.** If any authority imposes a duty, tax, levy or fee, excluding those based on Skyward's net income, upon the Skyward Products, Materials, or Skyward Services, then Subscriber agrees to pay the amount specified and Subscriber is solely responsible for any personal property taxes for the Skyward Products from the date they were acquired.

## 3.0 Ownership and Protection of Intellectual Property.

**3.1 Reservation of Title.** Subscriber acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward's licensor.

**3.2 Subscriber's Responsibilities.** Subscriber shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Subscriber shall devote its best efforts to ensure that all Subscriber's personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Subscriber's right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Subscriber hereunder shall remain in full force and effect for so long as Subscriber continues to have access to or use the Skyward Products and Materials.

### 3.3 Reproductions, Filming and Back-Up Copies.

**3.3.1 Reproduction of Materials.** Subscriber may reproduce the Materials for authorized use by personnel of Subscriber as required to operate the Skyward Products, provided that Subscriber includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder.

**3.3.2 Filming.** Subscriber may film or record one or more training or support sessions performed by Skyward personnel, with the prior written consent of Skyward. In the event Skyward grants such written consent, Subscriber agrees that Subscriber, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Subscriber will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

**3.4 Audit Rights.** During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Subscriber, Skyward may audit Subscriber's database and/or computing devices to determine Subscriber's compliance with this Agreement and payment of all applicable Subscription Fees due Skyward, if any, in association with the Skyward Products. If such audit reveals that Subscriber knowingly underpaid the Subscription Fees due Skyward under the terms of this Agreement, then Subscriber shall pay to Skyward any such unpaid amounts within thirty (30) days of receipt of written notice from Skyward.

## 4.0 Indemnification and Source Code Escrow.

**4.1 Ownership.** Skyward warrants and represents that it has full right, power and authority to provide Subscriber with access to the Skyward Products and Materials, subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Subscriber harmless from any and all claims, liabilities, or actions brought by any third party against Subscriber for infringement of Subscriber's right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

**4.2 Infringement Claim.** Notwithstanding the express limitation of liability contained in Section 5.4 below, at Skyward sole expense, Skyward shall defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Subscriber's ability to exercise the rights granted in this Agreement, unless Subscriber consents thereto.



**4.3 Remedy.** Subscriber agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Subscriber shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Subscriber the right to continue to use the Skyward Products and/or Materials; or (b) replace the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

## **5.0 Limited Warranty and Limitation of Liability.**

**5.1 Limited Warranty.** Skyward shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the security of the Software Products and minimize errors and interruptions in Subscriber's access and use of the Skyward Products, provided that: (a) Subscriber uses the Skyward Products strictly in accordance with the user documentation furnished by Skyward; (b) Subscriber pays all amounts due under this Agreement and is not in default of any provisions of this Agreement; and (c) Subscriber makes no changes (nor permits any changes to be made other than by or with the express written approval of Skyward) to the Software Products. This limited warranty extends only to Subscriber.

**5.2 Limitations.** In no event does Skyward warrant that the Skyward Products will be error free or that Subscriber will be able to operate the Skyward Products without problems or interruptions. Subscriber acknowledges that the availability of the Skyward Products depends upon the availability of the Internet and any cloud computing service provider that Skyward uses and that Skyward has no control over such availability. Accordingly, Skyward makes no representations, warranties, or covenants regarding the availability of the Skyward Products to the extent that such availability depends upon the availability of the Internet or any cloud computing service provider that Skyward uses. Subscriber further acknowledges that the Skyward Products may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or due to other causes beyond Skyward's reasonable control and Skyward will not be liable to Subscriber as a result of these temporary interruptions.

**5.3 Remedies and Exclusions.** Subscriber's sole and exclusive remedy and the entire liability of Skyward under the above referenced limited warranty will be for Skyward to make commercially reasonable efforts to provide the Skyward Products as warranted. If for any reason, Skyward is unable to provide the Skyward Products as warranted within thirty (30) days following Subscriber's report of a breach of this limited warranty, then upon Subscriber's written request, Skyward will refund the Subscription Fees paid by Subscriber to Skyward for the then current fiscal year, pro-rated as of the date of the report of the breach, and Subscriber's right to access and use the Skyward Products will be terminated. Except for the limited warranty described herein, no other warranties, express or implied, are provided by Skyward. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**5.4 Limitation of Liability.** The liability of Skyward to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands. Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber.

## **6.0 Term and Termination.**

**6.1 Term.** The term of this Agreement shall commence on the installation date identified in the Proposal and shall continue for the period of time identified in the Proposal (the "Initial Term"), unless terminated earlier as provided herein. Upon the expiration of the Initial Term, this Agreement shall only renew upon mutual written agreement of the parties. Upon the expiration of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each as "Renewal Term"), unless terminated as provided herein. All references to the "term" of this Agreement shall include the Initial Term and any Renewal Term. Notwithstanding the foregoing, either party may terminate this Agreement at the end of the Initial Term or any Renewal Term by providing the other party with not less than ninety (90) days advance written notice. In the event this Agreement is extended as provided above, Subscriber shall pay the then current Subscription Fees associated with the Skyward Products and Skyward Services for each Renewal Term.

### **6.2 Termination by Subscriber.**

**6.2.1 Voluntary Termination.** Notwithstanding Section 6.1 above, Subscriber may terminate this Agreement at any time for convenience by providing Skyward with not less than one hundred twenty (120) days prior written notice. Provided

however, Subscriber acknowledges that (a) if Subscriber terminates this Agreement as provided in this Section 6.2.1 during the Initial Term, then Subscriber shall be responsible for payment of all Subscription Fees identified in the Proposal for the Initial



Term, which shall be due and payable on the effective date of termination; and (b) all Subscription Fees previously paid by Subscriber are non-refundable and will not be prorated or refunded to Subscriber.

**6.2.2 Termination Upon Skyward Default.** Subscriber may terminate this Agreement without penalty in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Subscriber.

**6.2.3 Termination Upon Non-Appropriation.** Skyward acknowledges that this Agreement is a commitment of Subscriber's current revenues and that payment obligations of Subscriber created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Subscriber's governing board, then this Agreement may be terminated by Subscriber at the end of the fiscal period for which funds are appropriated and allocated. Subscriber shall provide Skyward with prompt written notice of any such non-appropriation event.

**6.3 Termination by Skyward.** The occurrence of any one or more of the following shall be deemed a "Subscriber Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Subscriber fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay when due any amounts due Skyward under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Subscriber Default, Skyward shall have the right to immediately terminate this Agreement.

**6.4 Effect of Termination.** In the event of the termination of this Agreement for any reason, all of Subscriber's rights and privileges under this Agreement, including but not limited to Subscriber's rights to access and use the Skyward Products and Materials shall be immediately terminated.

**6.5 Injunctive Relief.** In the event of a Subscriber Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Subscriber from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Subscriber further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

## **7.0 Professional Services.**

**7.1 Software Support.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

**7.2 Professional Services.** In the event Subscriber requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Subscriber shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

**7.3 Collection of Technical Data.** Subscriber agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Subscriber's use of the Skyward Products, that is gathered periodically to monitor the health of Subscriber's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Subscriber related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Subscriber's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Subscriber's data.

**7.4 Non-Solicitation.** The parties agree that their respective employees are a valuable asset to their respective organizations and are difficult to replace. Accordingly, during the term of this Agreement and continuing for a period of one (1) calendar year thereafter, neither party shall solicit, whether directly or indirectly, the employment of any of the other party's employees without the prior written consent of the other party. If a party violates this Section 7.4, the parties agree that the violating party shall pay to the other party the sum of Fifty Thousand Dollars (\$50,000.00) for each violation, not to exceed a total sum of One Hundred Thousand Dollars (\$100,000.00) as liquidated damages. The parties further agree that precise monetary damages for a party's violation of this Section 7.4 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of cost of recruitment, hiring and training that would be incurred by the other party.



**8.0 Interpretation and Construction.**

**8.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Wisconsin, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**8.2 Assignment.** Neither party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns.

**8.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**8.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**8.5 Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed party: (a) gives the other party prompt notice of such cause; and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**8.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

**8.7 Survival.** The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

**8.8 Counterparts and Signatures.** The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a handwritten signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

*(Signature Page Attached)*

The undersigned, being duly authorized representatives of Skyward and Subscriber, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

SUBSCRIBER:

By: \_\_\_\_\_

Name: Raymon \_\_\_\_\_

Title: President \_\_\_\_\_

Date: \_\_\_\_\_

**This draft contract is provided for informational purposes only.**

*Only a contract officially signed by Skyward will be valid to complete the sale.*



**SCHEDULE A**  
**SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE**  
**STANDARD TERMS AND CONDITIONS**

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

**1. Support and Maintenance.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein (the "Support Services"). Subscriber's use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software as a Service Agreement between Skyward and Subscriber.

**2. Service Hours.** Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Subscriber's offices are closed in observance of holidays observed by Skyward.

**3. Support and IT Contacts.** Subscriber shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the "Support and IT Contacts"). Subscriber understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Subscriber includes both the Skyward Student Suite and the Skyward Business Suite, Subscriber may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Subscriber. Subscriber shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Subscriber further agrees to provide Skyward written notice of any changes to Subscriber's authorized contacts.

Subscriber Student Enrollment	Permitted Number of Support Contacts	Permitted Number of IT Contacts	Additional support contact(s) for Food Service or Special Education
0-5,000	2	1	1
5,001 – 10,000	3	2	1
10,001 – 20,000	4	3	2
20,001+	5	4	2

**4. Exclusions.** The Support Services to be provided by Skyward to Subscriber hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.

**5. Rights of Skyward.** Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**6. Limited Warranty.** Skyward warrants to Subscriber that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Subscriber notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**7. Limitation of Liability.** IN NO EVENT WILL SKYWARD BE LIABLE TO SUBSCRIBER OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD'S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.

**8. Confidentiality.** All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.



**SCHEDULE B  
SKYWARD® PROFESSIONAL SERVICES  
STANDARD TERMS AND CONDITIONS**

These Skyward® Professional Services Standard Terms and Conditions (these "Standard Terms and Conditions") shall apply to all Professional Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

**1.0 Professional Services and Training.**

**1.1 Professional Services.** Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Subscriber (the "Professional Services"). Skyward shall assign a project manager and Skyward and Subscriber shall agree on a training calendar and implementation schedule associated with Subscriber's purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Subscriber contemplates the creation of object code, such object code shall be referred to herein as a "Deliverable."

**1.2 On-Site Training.** The cost of all on-site training described in the Proposal is based on Subscriber having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

**1.3 Web Enabled Training.** The cost of all web enabled training described in the Proposal is based on Subscriber having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hours in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

**1.4 Cancellation or Expiration.** Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance for Web Enabled Training and minimum of ten (10) days in advance for On-Site Training. If the scheduled training day is cancelled by Licensee after the minimum advance notice to Skyward, then Licensee will be responsible for the full amount of the scheduled training and any airline change fees (if applicable). All training days described in the Proposal may be utilized by Licensee for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Licensee within the time provided will expire and are non-refundable.

**2.0 Subscriber's Responsibilities.**

**2.1 Subscriber's Facilities.** Subscriber will make available in a timely manner for Skyward's use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Subscriber will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Subscriber computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Subscriber. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Subscriber is currently utilizing a network installed by a third party, Subscriber agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

**2.2 Subscriber's Obligations.** Subscriber acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Subscriber as contemplated by the parties under this Agreement including, without limitation, those activities designated to Subscriber in Section 2.1 above (a "Subscriber Obligation"). Subscriber will immediately advise Skyward in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Subscriber's failure or inability to perform a Subscriber Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Subscriber's failure or inability to perform a Subscriber Obligation; (b) any delay due to Subscriber's request for changes; (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Subscriber's action(s) or omission(s). No such delay will relieve or suspend Subscriber's obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Subscriber will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Subscriber.

**3.0 Fees and Payment.** Subscriber shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Subscriber hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward's then current rates and fees for such services. Subscriber shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in accordance with Skyward's then current business expense policy. Unless otherwise stated, Subscriber shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

#### 4.0 Subscriber Data.

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions.

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Skyward may receive education records from Subscriber only as an incident of the Professional Services that Skyward provides to Subscriber. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Skyward acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Subscriber any and all PII in Skyward's possession.

**4.3 Health Insurance Portability and Accountability Act.** In the event that Subscriber is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Skyward shall, at its sole cost and expense, defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party against Subscriber as a result of the release of PII or other confidential information of Subscriber to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection.** If requested by Subscriber and agreed to by Skyward, Skyward may establish an open database connection ("ODBC") between Skyward's database and the database of Subscriber. In the event such an ODBC is established by Skyward, Subscriber will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Subscriber's data, (d) Subscriber agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber through the ODBC.

#### 5.0 Proprietary Rights.

**5.1 Rights of Skyward.** Subject to Subscriber's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontractors to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**5.2 Rights of Subscriber.** Subject to these Standard Terms and Conditions, Skyward grants Subscriber a limited, non-transferrable, non-sublicensable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Subscriber's internal use in conjunction with Subscriber's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Subscriber is authorized to use said Skyward Products.

**5.3 Use Restrictions.** Subscriber shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Subscriber shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Subscriber's attention, or which Subscriber reasonably suspects. Subscriber is solely responsible



for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

**5.4 Subscriber Data.** Subject to the terms and conditions of this Agreement, Subscriber grants Skyward and its contractors and agents a limited, non-transferable, fully-paid, royalty-free, non-sublicensable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Subscriber to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Subscriber retains all right, title and interest in and to its data.

#### **6.0 Limited Warranty and Limitation of Liability.**

**6.1 Limited Warranty.** With respect to each Deliverable, Skyward warrants to Subscriber that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Subscriber, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Subscriber will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Subscriber the fees paid by Subscriber associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Subscriber's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**6.2 Limitation of Liability.** The liability of Skyward to Subscriber for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Subscriber to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



## 5.0 MECHANICAL CONTRACT

# **AIA® Document A101® – 2017**

**Standard Form of Agreement Between Owner and Contractor** where the basis of payment is a Stipulated Sum

**AGREEMENT** made as of the 10th day of February in the year 2021  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Gary Community School Corporation  
9th & Gerry Street  
Gary, IN 46406

and the Contractor:  
(Name, legal status, address and other information)

Premier Mechanical Inc.  
130 S Fairbank Street  
Addison, IL 60101

for the following Project:  
(Name, location and detailed description)

Mechanical Improvements and Related Work at Various Locations Gary Community School Corporation 2021 Capital Projects Fund

Architect's Project No. F20069

The Architect:  
(Name, legal status, address and other information)

Martin Riley, Inc.  
d/b/a MartinRiley architects-engineers  
221 West Baker Street  
Fort Wayne, IN 46802

### ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

The Owner and Contractor agree as follows.

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## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

## ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

☐ The date of this Agreement.

☐ A date set forth in a notice to proceed issued by the Owner.

☒ Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

January 21st, 2021

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

## § 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

☐ Not later than ( ) calendar days from the date of commencement of the Work.

☒ By the following date: August 1<sup>st</sup>, 2021

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be One Million Six Hundred Sixty Three Thousand Five Hundred Dollars and Zero Cents (\$ 1,663,500.00 ), subject to additions and deductions as provided in the Contract Documents.

#### § 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
Base Bid – A	\$30,000.00
Base Bid – B	\$20,000.00
Base Bid – C	\$30,000.00

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

Work that remains incomplete after the above published completion dates, the sum of \$500.00 per site per day will be deducted from the Contractor's Contract as liquidated damages.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

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**ARTICLE 5 PAYMENTS****§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than 2<sup>nd</sup> month after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- 1 That portion of the Contract Sum properly allocable to completed Work;
- 2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- 3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- 1 The aggregate of any amounts previously paid by the Owner;
- 2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- 3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- 4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- 5 Retainage withheld pursuant to Section 5.1.7.

**§ 5.1.7 Retainage**

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Until the Work is fifty (50) percent complete, the owner shall retain ten (10) percent of progress payment for Work completed and material delivered and stored at the site but not incorporated into the Work.

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*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*At the time the Work is fifty (50) percent complete, the Contractor may request that no further retainage be withheld from future progress payments. If such request is approved and the manner of the completion of the Work and its progress are to remain satisfactory to the Owner and the Architect, and in the absence of good and sufficient reason, the Architect will on the presentation of the Contractor of consent of surety, if any, authorize any remaining progress payments to be paid in full.*

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

## § 5.3 Interest

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Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

2 % Per Annum

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201-2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201-2017, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201-2017

☒ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:

*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

*(Name, address, email address, and other information)*

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Charles Prewitt, Director of Operations  
 Gary Community School Corporation  
 BG & M  
 3840 Georgia Street  
 Gary, IN 46409

**§ 8.3** The Contractor's representative:  
*(Name, address, email address, and other information)*

Martin J. Schulz, President  
 Premier Mechanical Inc.  
 130 S. Fairbank Street  
 Addison, IL 60101

**§ 8.4** Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

**§ 8.5.1** The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

**§ 8.5.2** The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

**§ 8.6** Notice in electronic format, pursuant to Article I of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

**§ 8.7** Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

**§ 9.1** This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

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**.5 Drawings**

Number	Title	Date
A101	Bethune Architectural Plan	December 3, 2020
D101	Bethune Demo. Architectural Plan	December 3, 2020
M101	Bethune Mechanical Plan	December 3, 2020
M501	Bethune Grove Mech. Schedules & Details	December 3, 2020
M502	Bethune Grove Mech. Schedules & Details	December 3, 2020
A102	Gary Middle School Architectural Plan	December 3, 2020
D102	Gary Middle School Demo. Architectural Plan	December 3, 2020
M102	Gary Middle School Mechanical Plan	December 3, 2020
M503	Gary Middle School Mech. Schedules & Details	December 3, 2020
M504	Gary Middle School Mech. Schedules & Details	December 3, 2020

**.6 Specifications***(Table Deleted)***1.01 DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS**

- A. 00 0101 - Project Title Page
- B. 00 0105 - Certifications Page
- C. 00 0110 - Table of Contents
- D. 00 1113 - Advertisement for Bids
- E. 00 2213 - Supplementary Instruction to Bidders
- F. 00 4150 - Contractor's Bid Supplement Form
- G. 00 7300 - Supplementary Conditions

**SPECIFICATIONS****2.01 DIVISION 01 -- GENERAL REQUIREMENTS**

- A. 01 1000 - Summary
- B. 01 2000 - Price and Payment Procedures
- C. 01 2100 - Allowances
- D. 01 2200 - Unit Prices
- E. 01 3000 - Administrative Requirements
- F. 01 4219 - Reference Standards
- G. 01 5000 - Temporary Facilities and Controls
- H. 01 6000 - Product Requirements
- I. 01 7000 - Execution and Closeout Requirements

**2.02 DIVISION 04 -- MASONRY**

- A. 04 2000 - Unit Masonry

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- 2.03 DIVISION 08 -- OPENINGS
  - A. 08 9100 -- Louvers
- 2.04 DIVISION 09 -- FINISHES
  - A. 09 9113 -- Exterior Paint
- 2.05 DIVISION 23 -- HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)
  - A. 23 0523 - General-Duty Valves for HVAC Piping
  - B. 23 0529 - Hangers and Supports for HVAC Piping and Equipment
  - C. 23 0553 - Identification for HVAC Piping and Equipment
  - D. 23 0593 - Testing, Adjusting, and Balancing for HVAC
  - E. 23 0713 - Duct Insulation
  - F. 23 0719 - HVAC Piping Insulation
  - G. 23 0923 - Direct-Digital Control System for HVAC
  - H. 23 0993 - Sequence of Operations for HVAC Controls
  - I. 23 2113 - Hydronic Piping
  - J. 23 2114 - Hydronic Specialties
  - K. 23 2123 - Hydronic Pumps
  - L. 23 2500 - HVAC Water Treatment
  - M. 23 3100 - HVAC Ducts and Casings
  - N. 23 3300 - Air Duct Accessories
  - O. 23 5216 - Condensing Boilers
  - P. 23 6416 - Centrifugal Water Chillers
- 2.06 DIVISION 26 -- ELECTRICAL
  - A. 26 2416 - Panelboards
  - B. 26 2923 - Variable-Frequency Motor Controllers

7. Addenda, if any:

Number	Date	Pages
Addendum One	February 20, 2020	See Project Manual

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

8. Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

- ☐ AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:  
(Insert the date of the E204-2017 incorporated into this Agreement.)

- ☐ The Sustainability Plan:

Title	Date	Pages
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- ☐ Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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9. Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or*

Init.

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User Notes: (3B9ADA3A)



*proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER (Signature)**

Dr. Paige McNulty, Superintendent  
(Printed name and title)

\_\_\_\_\_  
**CONTRACTOR (Signature)**

Martin J. Schulz, President  
(Printed name and title)

Init.

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10

## BID/AWARD PROCESS

Dec 4, 2020: First legal notice advertised

Dec 11, 2020: Second legal notice advertised

Dec 15, 2020: Pre-bid meeting

Jan 8, 2021: Bid opening

Bids were scored individually by three assessors according to the below rubric. The rubric was included in the construction specifications and was discussed in the construction pre-bid meeting. The scores from the three assessors were averaged and the highest score was awarded.

Total Points Possible 100 points

- |  |           |
|--|-----------|
| ♦ Cost   | 35 points |
| ♦ Experience and references                            | 25 points |
| ♦ Professional capacity to undertake the scope of work | 15 points |
| ♦ Completion date                                      | 10 points |
| ♦ Business location in Gary Indiana                    | 10 points |
| ♦ WMBE certified company                               | 5 points  |

## LEGAL NOTICE

### NOTICE TO CONTRACTORS

Notice is hereby given that the Gary Community School Corporation will receive sealed bids from experienced and eligible contractors at the Gary Community School Corporation; Attn: Nicole Wolverton; 900 Gerry Street, Gary, Indiana 46407, until 12:00 p.m. local time, Friday January 8th, 2021 for:

#### MECHANICAL IMPROVEMENTS and RELATED WORK at VARIOUS LOCATIONS

#### GARY COMMUNITY SCHOOL CORPORATION SCHOOL IMPROVEMENT FUND PROJECTS

Bids will be opened and read immediately after submission of proposals at the Gary Community School Corporation; West Side Leadership Academy, 900 Gerry Street, Gary, Indiana 46407.

Bidders shall include with their bid, a bid deposit in the amount of 5% of the total bid in the form of a bank draft, certified check, money order or bid bond.

Bids shall be properly and completely executed on Revised Form No. 96 as required by the Statutes of Indiana.

Plans, specifications, bid forms and instructions to bidders are on file and are available at Eastern Engineering Supply, Inc., 9901 Allisonville Road, Fishers, Indiana 46038 for a deposit of \$75.00 each set. This deposit will be refunded provided a bid is submitted and said plans and specifications are returned in good order within (10) days of the bid date.

A Pre-Bid Conference will be held at 10:00 a.m., local time Thursday, December 15<sup>th</sup>, 2020, at the Gary Community School Corporation; West Side Leadership Academy, 900 Gerry Street, Gary, Indiana 46407. Attendance at this pre-bid conference by an agent of each Prime Bidder is **STRONGLY RECOMMENDED.**

The Gary Community School Corporation reserves the right to reject any or all bids.

**Gary Community School Corporation**

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## 6.0 SCHOOL IMPROVEMENT FUND UPDATE

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**Gary Community School Corporation**  
*Doing What is Best for Students - Today - Tomorrow - Everyday*

### THE PATH FORWARD

SCHOOL IMPROVEMENT FUND (IHEA 1065) UPDATE – JANUARY 2021

### DISTRESSED UNIT APPEALS BOARD (DUAB)

JANUARY 2021

Prepared by



**Gary  
Schools  
Recovery, LLC**



**The Path Forward**

School Improvement Fund (IHEA 1065) Update

**SCHOOL IMPROVEMENT FUND OVERVIEW**

Indiana House Enrolled Act 1065 allows the Distressed Unit Appeal Board (DUAB) to suspend certain payments to the Common School Fund for Gary Community School Corporation (GCSC) in order to establish a School Improvement Fund and transfer to the School Improvement Fund an amount equal to the payments that are delayed or suspended. Such a School Improvement Fund may be used only for the following purposes: (1) Repair, renovation, or other improvements to school buildings and property being used for educational purposes as of July 1, 2020. (2) Demolition of school buildings or other structures on school property in existence as of July 1, 2020.

All expenditures from a School Improvement Fund must be approved by the DUAB. The opportunity to suspend payments and transfer funds from the Common School Fund into School Improvement Fund begins July 1, 2020 and expires January 1, 2025.

The monthly transfer into the School Improvement Fund would be approximately \$470,000. Over this 54-month timeframe, approximately \$25,380,000 could be deposited into the School Improvement Fund. Money may be expended for the purposes described above as they are received or may grow over time for larger repair and renovation projects as needed.

GCSC has broad facility needs, therefore projects considered are diverse in location, size, and area. Diversification of projects impacts the largest number of students and would have a visual impact in a broad range of areas of the community.

GCSC and MGT staff conducted extensive outreach, asking stakeholders to consider a number of detailed repair and renovation projects. Stakeholders included students, parents, teachers, administrators, Advisory Board members, City leaders, Legislative delegates, Gary pastors, the Urban League, the Chamber of Commerce, the Housing Authority, the Gary Education Foundation, and the Legacy Foundation. An invitation for input through a web and telephone portal was also made available to members of the public.

Based upon responses from stakeholders and the community a four-year plan has been established to address major facility systems as well as aesthetical considerations. The plan is divided into 8 phases, with facility systems with the highest need designated in the earliest phases of this plan; lower need projects that do not impact instruction are in later phases of the plan.

Each phase of this plan reflects both the major facility systems as well as security and beautification details that create quality learning environments.

During each phase, GCSC will work closely with the Gary Mayor's Office to determine which existing, but unused structures should be demolished.

All projects in all phases of the Plan will consider engagement with minority and female-owned businesses in the Gary Community. GCSC will share the scope of all project work with the Gary Chamber of Commerce for distribution to its local membership.

Below is a link to the School Improvement Fund Plan:

**The Path Forward**  
School Improvement Fund Plan

**The Path Forward**

School Improvement Fund (IHEA 1065) Update

## PHASE I AND PHASE II UPDATES

## Phase I

- ♦ Single boiler locations identified as critical (Critical being defined as high likelihood of failure resulting in loss of instruction). Bethune Early Childhood Center and Gary Middle School have a single boiler to heat the building. These boilers are approximately 60 years old and have deteriorated such that replacement is necessary.

JULY 2020 RFP for Architect design was posted July 15<sup>th</sup>. Pre-bid conference was held on July 20<sup>th</sup>. Bids are due August 11<sup>th</sup>. Gary Chamber of Commerce was notified on July 14<sup>th</sup> so they could reach out to appropriate Gary Indiana businesses.

AUGUST 2020 Architect firm has been selected. In process of negotiating contract terms.

SEPTEMBER GCSC has contracted with MartinRiley Architects & Engineers for the architectural design and construction administration. MartinRiley is located at 221 West Baker Street in Fort Wayne IN. MartinRiley has begun initial field work in preparation of first RFP.

OCTOBER MartinRiley has completed field research and is working on the design and construction drawings.

NOVEMBER Construction drawings are complete and ready for RFP. RFP bid timeline is below:

- December 4<sup>th</sup> – First Legal advertisement
- December 11<sup>th</sup> – Second Legal advertisement
- December 15<sup>th</sup> – Pre-bid meeting
- January 8<sup>th</sup> – Bids due

**Quotes have been received and scored. The contract for the winning bidder is being finalized now and will be presented to DUAB for approval once agreed upon.**

- ♦ Roof replacement identified as critical. West Side is critical. This replacement will occur in stages, with critical areas completed in Phase 1, and additional roof areas completed in later phases. For Phase 1 the identified section is above the small gym, at risk during severe weather.

JULY 2020 RFP for Architect design was posted July 15<sup>th</sup>. Pre-bid conference was held on July 20<sup>th</sup>. Bids are due August 11<sup>th</sup>. Gary Chamber of Commerce was notified on July 14<sup>th</sup> so they could reach out to appropriate Gary Indiana businesses.

AUGUST 2020 Architect firm has been selected. In process of negotiating contract terms.

SEPTEMBER GCSC has contracted with MartinRiley Architects & Engineers for the architectural design and construction administration. MartinRiley is located at 221 West Baker Street in Fort Wayne IN. MartinRiley has begun initial field work in preparation of first RFP.



## The Path Forward

School Improvement Fund (IHEA 1065) Update

OCTOBER MartinRiley has completed the field research and is working on the design and construction drawings.

RFP is out for bids.

Beveridge gym roof was pulled for emergency bid to save the gym floor from complete replacement. Bids have been evaluated and scored. The contract for the winning bid is being finalized now.

- ♦ Digital access control, rekeying of doors followed by key management program. This line item will use other funding sources and work will begin prior to July 1, 2020. As a major school improvement, and one considered by community stakeholders, it is included in this plan.

November 2020 Work to install Digital access control is nearly complete (90%).

- ♦ Paint- This upgrade will also use other funding sources, not just the School Improvement Fund. Phase 1 will focus on WSLA interior (lockers, locker rooms and walls) and GACC interior.

JULY 2020 Painting at West Side Leadership Academy is in progress. Below is a photo of the newly painted lockers. Additional pictures and videos are posted on the "Path Forward" webpage.



AUGUST 2020 Interior painting has started at Gary Middle School and the Career Academy.

SEPTEMBER Interior painting has been completed at Gary Middle School and the Career Academy. Below is a link to a youtube video of the finished product. In addition to painting, lighting was repaired/replaced resulting in a bright clean appearance.

<https://www.youtube.com/watch?v=CFi1-cnGygM>

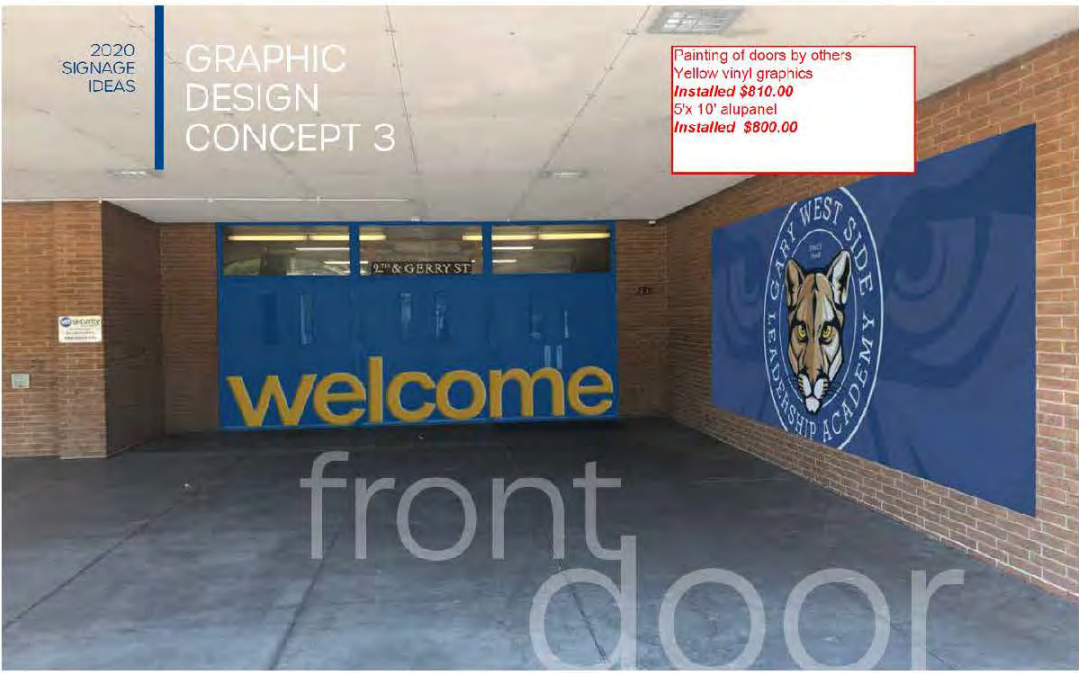
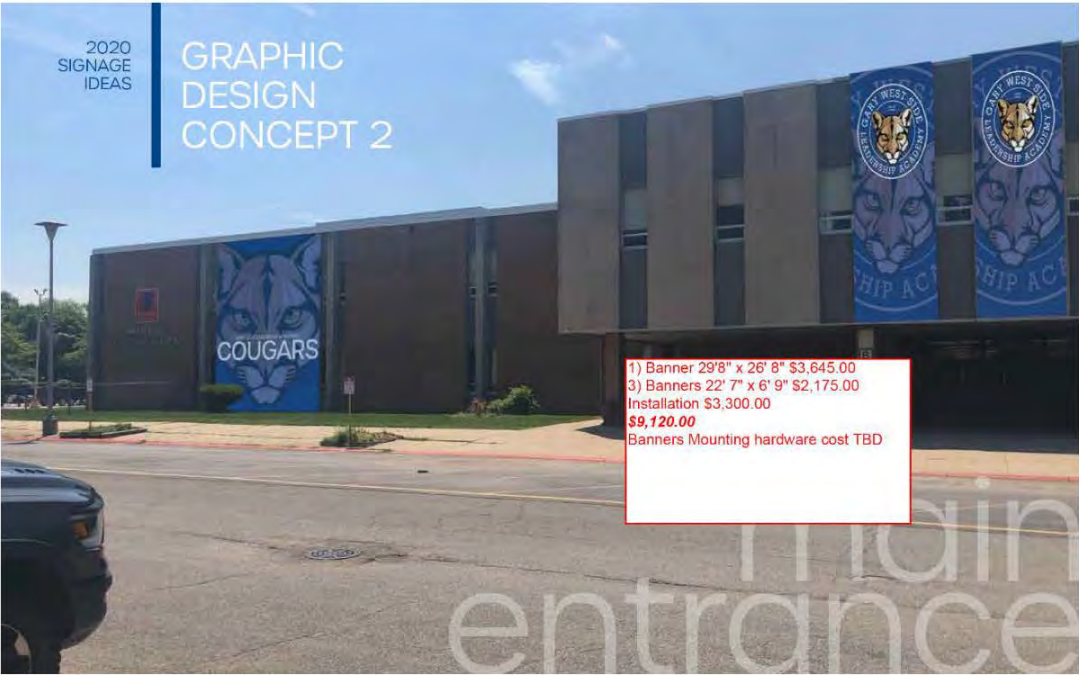
- ♦ Accent graphics at WSLA, including rubber mats with school logo at entry points.

JULY 2020 The accent painting is in progress at West Side Leadership Academy. The outside doors have been painted in school colors, as well as areas inside the building. There is a



**The Path Forward**  
School Improvement Fund (IHEA 1065) Update  

video posted of some of the painting on the “Path Forward” webpage. Below are proofs of the proposed graphics and banners:



**The Path Forward**

School Improvement Fund (IHEA 1065) Update



- ♦ Project signage – sign at each building indicating projects underway and completed. Done in collaboration with Graphic Arts program at Gary Area Career Center.

JULY 2020 Below is a proof of the signs to be installed at each school location:




# THE PATH FORWARD

**SCHOOL  
IMPROVEMENT  
FUND**  
 IHEA 1065

## BAILLY STEM ACADEMY



**Gary Community  
School Corporation**



FOR MORE INFORMATION  
[garyschools.org](http://garyschools.org)  
**(219) 881-6400**  
 Follow Our Progress  

**SCOPE OF WORK**

- Digital Access Controls (*Key Fobs and IDs*)
- Interior Painting
- Installation of Security Vestibule
- Pavement and Parking Lot Repairs
- Plumbing and Piping Replacements
- Roof Replacement
- Indoor Lighting Conversion to LEDs (*Energy Rebate Program*)
- Chiller and Chiller Tower Replacement
- Outdoor Lighting Repairs
- HVAC and Lighting Control System Upgrades
- Athletic Field Upgrades

**GARY SCHOOLS STRONG, RESILIENT & BUILT FOR EDUCATION**



## The Path Forward

School Improvement Fund (IHEA 1065) Update

AUGUST 2020 Below is the actual installed signage.



### Phase II

- Single chiller locations identified as critical. Bailly MS: chiller and chiller tower. Gary Middle chiller.

JULY 2020 RFP for Architect design was posted July 15th. Pre-bid conference was held on July 20th. Bids are due August 11th. Gary Chamber of Commerce was notified on July 14th so they could reach out to appropriate Gary Indiana businesses.

AUGUST 2020 Architect firm has been selected. In process of negotiating contract terms.

SEPTEMBER GCSC has contracted with MartinRiley Architects & Engineers for the architectural design and construction administration. MartinRiley is located at 221 West Baker Street in Fort Wayne IN. MartinRiley has begun initial field work in preparation of first RFP.

- ADA improvements: elevator maintenance all schools, chairlift repair/replace at Beveridge, bathroom entrances and stall widths at GMS, water fountain heights.

OCTOBER Elevator inventory complete. All elevators are operational. Chairlift at Beveridge is inoperable.

- Playground replacement at Beveridge.

JULY 2020 Beveridge playground replacement has been awarded to Kids Stuff Play Systems.



**The Path Forward**

School Improvement Fund (IHEA 1065) Update

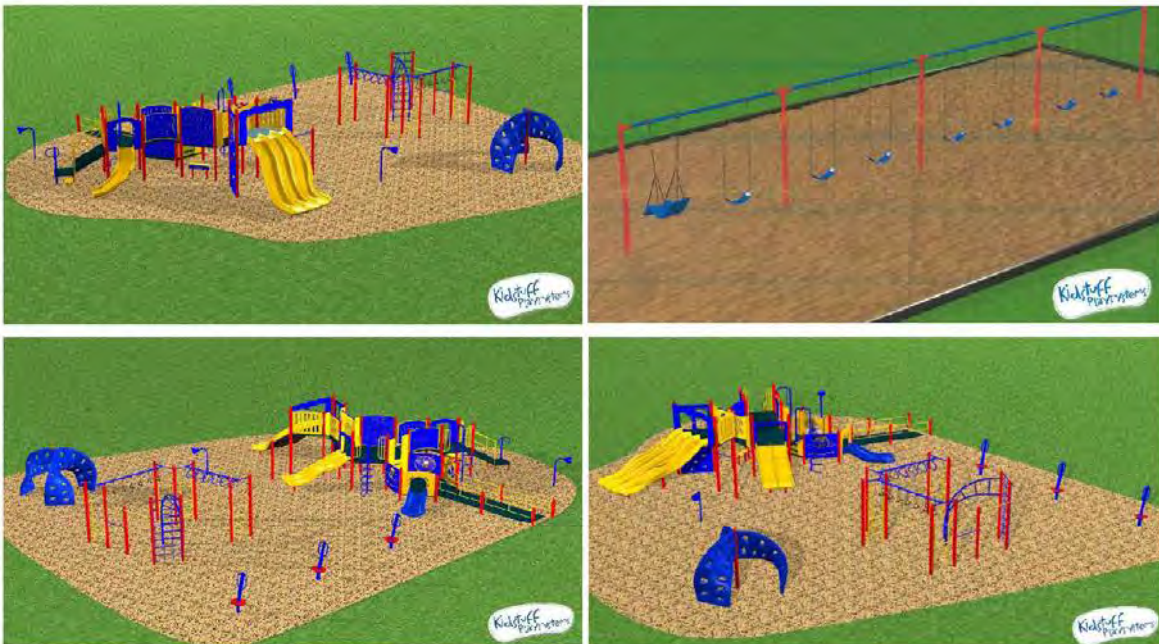
Kids Stuff Play Systems is located at 5400 Miller Avenue in Gary Indiana.

The playground will consist of a combination play system with wheelchair ramp, wall climber, fitness play center, and engineered poured rubber surface. Additionally, there will be a separate swing set with seven belt swings and one full body swing.

Total cost of the playground is \$155,055

Construction scheduled to start in 3 to 5 months due to lead time on equipment manufacturing.

Below are the renderings of the playground:



SEPTEMBER Site walk-through with playground installer has been conducted to verify location and installation needs and requirements.

OCTOBER Installation has begun and is nearly complete. The poured impact surface will be the last piece installed. Outside temperatures may impact timing.

Below are updated pictures of the progress of installation:





## The Path Forward

School Improvement Fund (IHEA 1065) Update

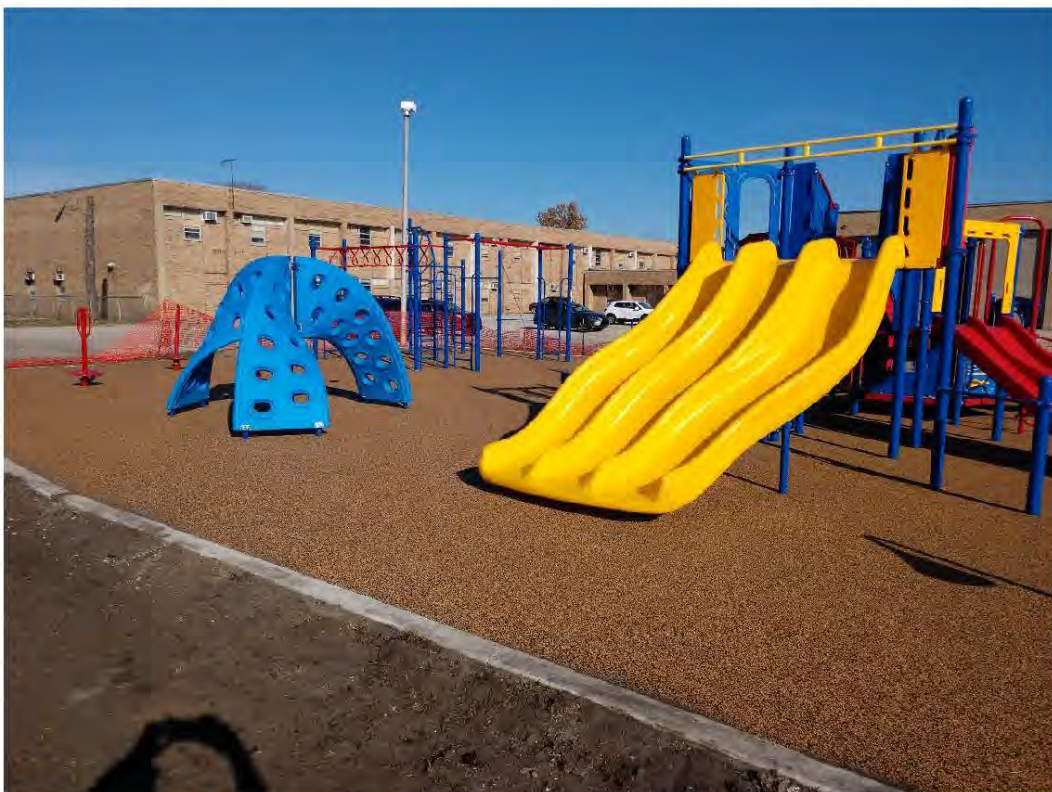




**The Path Forward**

School Improvement Fund (IHEA 1065) Update

Playground has been completed. Below are some pictures of the finished product:





### The Path Forward

School Improvement Fund (IHEA 1065) Update





**The Path Forward**

School Improvement Fund (IHEA 1065) Update

- ♦ Pavement repair and striping: in house pending hiring.
- ♦ Painting part 2: interior spaces in both middle school buildings.
- ♦ Athletic updates: WSLA Football field, track, tennis courts, press box, locker rooms and concessions.

December 2020 WSLA Track has been demolished, sub-structure repaired, and new asphalt track installed. Final sealing, cushioning surface, and stripping will occur spring of 2021 weather permitting.

- ♦ Ongoing abatement and demolition of unused property in collaboration with the Gary Mayor's Office.
- ♦ Bathroom extensions to comply with ADA regulations at Gary Middle School.

**GENERAL UPDATES**JULY 2020 Rubric for Awarding 1065 Projects

- ♦ The rubric below has been established for evaluating and awarding future proposals. The rubric gives preference to Gary and WMBE businesses.

<b>Total Points Possible</b>	<b>100 points</b>
▪ Cost	35 points
▪ Experience and references	25 points
▪ Professional capacity to undertake the scope of work	15 points
▪ Completion date	10 points
▪ Business location in Gary Indiana	10 points
▪ WMBE certified company	5 points

JULY 2020 Public Transparency

- ♦ A school improvement fund webpage has been added to the GCSC website. The webpage contains the school improvement fund plan, a brief description of the IHEA 1065 Act, as well as pictures and videos of improvements. A link to the page is below:
- ♦ <https://www.garycsc.k12.in.us/school-improvement-fund-ihea-1065-updates/>
- ♦ Updates, videos, and photos are being shared on social media with links to the webpage.

## 1065 REVENUE/EXPENDITURES

1065  
3,183,658.39  
666,230.76  
2,517,427.63

Project Description	Budgeted Amount	Project Status	Actual Project Expenses To Date	Estimated Start Date	Actual Start Date	Estimated Completion Date	Actual Completion Date
New Playground at Beveridge	\$ 151,055.00	Awarded	\$ 151,055.00	9/1/20	9/9/20	5/1/20	11/30/20
Architectural Services	\$ 600,000.00	Bid approval	\$ 235,946.87	9/15/20	10/1/20	7/1/25	
Scope of Work Signage	\$ 2,500.00	In progress	\$ 2,463.89	8/1/20	8/15/20	9/30/20	
Westside Academy Locker Painting	\$ 55,000.00	Complete	\$ 55,400.00				9/8/20
Westside Track Renovation		In progress	\$ 158,415.00				
Gary Career Academy Painting	\$ 55,450.00	Complete	55,450.00				12/8/20
Gym Floor Refinishing		Complete	7,500.00				1/12/21





<b>Fund</b>	1065
<b>Total Receipts</b>	3,183,658.39

Receipts Detail	
Date	Amount Receipt
7/1/20	550,000.00
8/1/20	550,000.00
9/1/20	264,425.03
10/1/20	454,808.34
11/16/20	454,808.34
12/15/20	454,808.34
1/15/21	454,808.34
2/1/21	
3/1/21	
4/1/21	
5/1/21	
6/1/21	
7/1/21	
8/1/21	
9/1/21	
10/1/21	
11/1/21	
12/1/21	

Project ID 1001  
Project Description New Playground @ Beveridge Elem  
Budgeted Amount \$ 151,055.00  
Project Status Awarded  
Actual Expenses to Date 151,055.00  
Estimated Start Date 9/1/20  
Actual Start Date 9/9/10  
Estimated Completion Date 5/1/20  
Actual Completion Date 11/30/20

Expenditures Detail				
Invoice No.	Date	Vendor	Description	Amount
2707	11/30/20	Kids Stuff Playsystems	Project complete	151,055.00

Project ID	1002
Project Description	Architectural Services
Budgeted Amount	\$ 600,000.00
Project Status	Bid approval
Actual Expenses to Date	\$ 235,946.87
Estimated Start Date	9/15/20
Actual Start Date	10/1/20
Estimated Completion Date	7/1/25
Actual Completion Date	

Expenditures Detail					
Invoice No.	Date		Vendor	Description	Amount
	2879	12/18/20	MartinRiley	Architectural Services	\$ 193,624.11
	3074	1/26/20	MartinRiley	Architectural Services	\$ 43,322.76



Project ID	1003
Project Description	Scope of Work Signage
Budgeted Amount	\$2,500
Project Status	In Progress
Actual Expenses to Date	\$ 2,463.89
Estimated Start Date	9/15/20
Actual Start Date	8/15/20
Estimated Completion Date	9/30/20
Actual Completion Date	

Expenditures Detail				
Invoice No.	Date	Vendor	Description	Amount
H2001-122167	8/19/20	Home Depot	Wood for signs	\$ 735.48
0403-2	8/25/20	Shermin Williams	Paint for signage	\$ 381.68
74579	8/27/20	Print Pro	Banners for signs	\$ 1,346.73

Project ID

Locker Painting at West  
Side Academy

Project Description

Complete

Budgeted Amount

\$ 55,400.00

Project Status

Actual Expenses to Date

Estimated Start Date

Actual Start Date

Estimated Completion Date

Actual Completion Date

9/8/20

Expenditures Detail				
Invoice No.	Date	Vendor	Description	Amount
25586	9/8/20	Stans Painting	Locker Painting at West Side Academy	\$ 55,400.00

Project ID 1005  
West Side Leadership  
Academy Track  
Renovation  
Project Description  
Budgeted Amount  
Project Status In progress  
Actual Expenses to Date \$ 158,415.00  
Estimated Start Date  
Actual Start Date  
Estimated Completion Date  
Actual Completion Date

Expenditures Detail				
Invoice No.	Date	Vendor	Description	Amount
2885	12/18/20	Reith-Riley Construction	Demo of existing track, repair of sub-structure and repaving	\$ 158,415.00



Project ID

1006

Project Description

Gary Career Center

Budgeted Amount

Project Status

Complete

Actual Expenses to Date

\$55,450.00

Estimated Start Date

Actual Start Date

Estimated Completion Date

Actual Completion Date

12/8/20

Expenditures Detail				
Invoice No.	Date	Vendor	Description	Amount
2803	12/8/20	Pangere Corporation	Painting of Gary Career Center	\$55,450.00

Project ID 1007  
Project Description Gym floor Refinishing  
Budgeted Amount  
Project Status Complete  
Actual Expenses to Date \$ 7,500.00  
Estimated Start Date  
Actual Start Date  
Estimated Completion Date  
Actual Completion Date 1/12/21

Expenditures Detail				
Invoice No.	Date	Vendor	Description	Amount
2931	1/12/21	Alpha Buiding and Maintenance Services	WSLA gym floor refinishing	\$ 5,000.00
2931	1/12/21	Alpha Buiding and Maintenance Services	Glen Park gym floor refinishing	\$ 2,500.00