

Kansas Library Express

Courier Service

Invoice

February 20, 2023

Linwood Community Library District #1

19649 Linwood Rd.

PO Box 80

Linwood, KS 66052

Remit To: Northeast Kansas Library System 4317 W. 6 th St Lawrence, KS 66049
--

Service Dates: January 1-December 31, 2023

Service	Description	Total
Kansas Library Courier Service: January-December 2023	5 days per week	\$ 3850
Volume Fee (based on reports Dec. 2021-Nov. 2022)	5982 items	\$ 500
Subsidy from system		\$ (2650)
	Balance Due:	\$ 1700

Mail this payment stub and check to Northeast Kansas Library System.

Name of library _____

Amount paid for courier service _____ Check Number _____



PO BOX 5010
Sioux Falls, SD 57117-5010

Order Date
Page

01/25/23
1 of 1

Midco Business Proposal

MSA #: | Account #: 162262901

Service Address:

19649 LINWOOD RD
LINWOOD, KS 66052-4554

On Site Contact:

Ben Mauk
benmauk.eratesolutions@gmail.com

Midco Business Account Executive:

Kevin Romary
7858326305
Kevin.Romary@Midco.com

Service	Qty	Monthly Recurring Charge (Monthly)	Total Monthly Recurring Charge (Monthly)	Monthly Recurring Charge (36-month)	Total Monthly Recurring Charge (36-month)
Data					
Business Modem Lease	1	\$8.00	\$8.00		
Midco Business Internet 200	1			\$135.00	\$135.00
Midco Business Internet 200 - Discount	1			(\$20.00)	(\$20.00)
Static IP - 1 Usable (/30)	1	\$10.00	\$10.00		
Est. Taxes			\$0.68		\$0.42
Total*			\$18.68		\$115.42

* Pricing is valid for 30 days. Pricing and availability contingent upon final site survey and engineering approval. All prices quoted exclude taxes, regulatory taxes, regulatory fees, assessments, surcharges and other governmental fees, unless estimated taxes are provided above. From September 15th through the end of winter, there is a frost charge for sites requiring construction. Cable TV is a non-contracted service and is monthly.



PO BOX 5010
Sioux Falls, SD 57117-5010

Midco Business Proposal

MSA #: | Account #: 162262901

Service Address:

19649 LINWOOD RD
LINWOOD, KS 66052-4554

On Site Contact:

Ben Mauk

benmauk.eratesolutions@gmail.com

Midco Business Account Executive:

Kevin Romary
7858326305
Kevin.Romary@Midco.com

Service	Qty	Monthly Recurring Charge (Monthly)	Total Monthly Recurring Charge (Monthly)	Monthly Recurring Charge (36-month)	Total Monthly Recurring Charge (36-month)
Data					
Business Modem Lease	1	\$8.00	\$8.00		
Midco Business Internet 500	1			\$165.00	\$165.00
Midco Business Internet 500 - Discount	1			(\$20.00)	(\$20.00)
Static IP - 1 Usable (/30)	1	\$10.00	\$10.00		
Est. Taxes					\$0.42
Total*			\$18.00		\$145.42

* Pricing is valid for 30 days. Pricing and availability contingent upon final site survey and engineering approval. All prices quoted exclude taxes, regulatory taxes, regulatory fees, assessments, surcharges and other governmental fees, unless estimated taxes are provided above. From September 15th through the end of winter, there is a frost charge for sites requiring construction. Cable TV is a non-contracted service and is monthly.



PO BOX 5010
Sioux Falls, SD 57117-5010

Midco Business Proposal

MSA #: | Account #: 162262901

Service Address:

19649 LINWOOD RD
LINWOOD, KS 66052-4554

On Site Contact:

Ben Mauk
benmauk.eratesolutions@gmail.com

Midco Business Account Executive:

Kevin Romary
7858326305
Kevin.Romary@Midco.com

Service	Qty	Monthly Recurring Charge (Monthly)	Total Monthly Recurring Charge (Monthly)	Monthly Recurring Charge (36-month)	Total Monthly Recurring Charge (36-month)
Data					
Business Modem Lease	1	\$8.00	\$8.00		
Midco Business Internet 1 Gbps	1			\$180.00	\$180.00
Static IP - 1 Usable (/30)	1	\$10.00	\$10.00		
Est. Taxes			\$0.68		\$0.42
Total*			\$18.68		\$180.42

* Pricing is valid for 30 days. Pricing and availability contingent upon final site survey and engineering approval. All prices quoted exclude taxes, regulatory taxes, regulatory fees, assessments, surcharges and other governmental fees, unless estimated taxes are provided above. From September 15th through the end of winter, there is a frost charge for sites requiring construction. Cable TV is a non-contracted service and is monthly.

Selected by Linwood Comm Library Sharon Mould-Sand 1/27/21

Product	Agreement Term	Monthly Recurring Charge	Non-Recurring Charge for Installation
* Midco Business Internet 200 (200x25 Mbps)	Month to Month	\$130.00	\$0
Midco Business Internet 200 (200x25 Mbps)	12 Month	\$130.00	\$0
Midco Business Internet 200 (200x25 Mbps)	24 Month	\$120.00	\$0
Midco Business Internet 200 (200x25 Mbps)	36 Month	\$110.00	\$0
Midco Business Internet 200 (200x25 Mbps)	48 Month	\$110.00	\$0
Midco Business Internet 200 (200x25 Mbps)	60 Month	\$110.00	\$0

Product	Agreement Term	Monthly Recurring Charge	Non-Recurring Charge for Installation
Midco Business Internet 500 (500x25 Mbps)	Month to Month	\$160.00	\$0
Midco Business Internet 500 (500x25 Mbps)	12 Month	\$160.00	\$0
Midco Business Internet 500 (500x25 Mbps)	24 Month	\$150.00	\$0
Midco Business Internet 500 (500x25 Mbps)	36 Month	\$140.00	\$0
Midco Business Internet 500 (500x25 Mbps)	48 Month	\$140.00	\$0
Midco Business Internet 500 (500x25 Mbps)	60 Month	\$140.00	\$0

Product	Agreement Term	Monthly Recurring Charge	Non-Recurring Charge for Installation
* Static IP - 1 Usable	Month to Month	\$10	\$0
* Business Modem Lease	Month to Month	\$8	\$0

Sen

Network Computer Solutions



PO Box 852
Manhattan, KS 66505

785-776-9088

Estimate

Date	Estimate #
1/26/2023	19183

Name / Address
Linwood Library 19649 Linwood Rd Linwood, KS 66052

* This is an Estimate ONLY - Please do NOT pay *

Description	Bid Number	Job #
	230011322	
Description	Qty	Total
Form 470 230011322 - Linwood Library - Category 2, 2023		
MX75-HW Cisco Meraki MX75 - Security appliance - 10 ports - GigE - desktop	1	1,461.94
LIC-MX75-SEC-5Y - Meraki MX75 Advanced Security License and Support, 5YR	1	3,546.67
MR44-HW - Cisco Meraki MR44 - Wireless access point - 802.11ac Wave 2 - Wi-Fi 6 - 2.4 GHz, 5 GHz - DC power - cloud-managed	1	758.88
Cisco Meraki Enterprise Cloud Controller - Subscription license (5 years) - 1 access point - hosted - for P/N: MR12-HW, MR18-HW, MR24-HW, MR26-HW, MR32-HW, MR34-HW, MR62-HW, MR66-HW, MR72-HW	1	262.29
MS120-24P-HW - CISCO MERAKI CLOUD MANAGED MS120-24P - SWITCH - 24 PORTS - MANAGED - RACK-MOUNTABLE Switch - managed - 24 x 10/100/1000 + 4 x Gigabit SFP - desktop, rack-mountable - PoE (370 W)	1	1,921.86
LIC-MS120-24P-5YR - CISCO MERAKI ENTERPRISE - SUBSCRIPTION LICENSE (5 YEARS) + 5 YEARS ENTERPRISE SUPPORT - 1 SWITCH Subscription license (5 years) + 5 Years Enterprise Support - 1 switch	1	271.97
ALL SHIPPING INCLUDED		
NO INSTALLATION INCLUDED		
USAC SPIN #143030910		
Subtotal		\$8,223.61
Sales Tax (8.95%)		\$0.00
Total		\$8,223.61

*NCS return policy is governed by our distributors. Any returned item opened or factory seal broken will not be accepted. Restocking and/or shipping fees will be applied.



ERATE QUOTE

2023-01-27

Electronaca Inc.

7000 W Palmetto Park Rd. #210,
Boca Raton FL 33433

561 571 7525
erate@electronaca.com
electronaca.com

Applicant
Linwood Library
19649 Linwood Rd
Linwood KS 66052

FORM 470
230011322

BRAND
Fortinet

SPIN NUMBER
143035753

QUOTE NUMBER
QUO11763

Item	Unit Price	Qty	Total
FG-100F-BDL-950-36 FORTINET FORTIGATE 100F - SECURITY APPLIANCE - WITH 3 YEARS FORTICARE 24X7 COMPREHENSIVE SUPPORT + 3 YEARS FORTIGUARD	\$7,016.87	2	\$14,033.74
FS-124E-FPOE L2+ managed POE switch with 24GE +4SFP, 24port POE with max 370W limit and smart fan temperature control	\$927.50	2	\$1,855.00
FAP-231F-A Indoor Wireless AP - Tri radio (802.11 b/g/n/ax 2x2 MU-MIMO, 802.11 a/n/ac/ax 2x2 MU-MIMO and 1x 802.11 a/b/g/n/ac Wave 2, 1x1), internal antennas, 2x 10/100/1000 RJ45 port, BT/BLE, 1x Type A USB, 1x RS-232 RJ45 Serial Port. Ceiling/wall mount kit included.For power order: 802.3at PoE injector GPI-130 or AC adapter SP-FAP250-PA-10. Region Code A	\$433.30	2	\$866.60

Shipping

Shipping and Handling

\$175.00 1 \$175.00

Items Total \$16,930.34

Erate Discount(0%) \$0.00

Pre Tax Total \$16,930.34

Tax(%) \$

GRAND TOTAL \$16,930.34

COMMENTS:

Terms & Conditions:

Discounts are subject to revision if item quantities are modified. All work performed is charged in hours per person, per visit. Minimum 4 hour charge per visit. If a Site Survey work is needed, the report will be based on proposed RF path suggested by the customer, frequency sweeps and channel discovery might be performed. Electronaca Inc. will not perform any civil, mechanical or electrical work other than clarifying to the customer his/her options in the proposed area, unless otherwise specified. Towers, electrical runs, lighting protection and conduits should be prepared in advance to specs prior to installation. 50% of balance payment is expected to begin installation. Customer is responsible for City and County Permits. Prices are valid for 30 days. Customer accepts upfront charges on the selected method of payment.

erate@electronaca.com

INDEPENDENT ACCOUNTANT'S REPORT
ON APPLYING AGREED-UPON PROCEDURES

Board of Directors
Linwood Community Library

We have performed the procedures as referenced in the *Kansas Municipal Audit and Accounting Guide* (KMAAG), and as reflected in the attached supplement, which were agreed to by the management of the Linwood Community Library, Linwood, Kansas, on the compliance requirements of KMAAG for the year ended December 31, 2021. Linwood Community Library's management is responsible for the Library's records in accordance with KMAAG requirements. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

Our procedures and findings are described in the attached supplement.

This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. We were not engaged to, and did not conduct an examination or review, the objective of which would be the expression of an opinion or a conclusion, respectively, on the records in accordance with KMAAG requirements. Accordingly, we do not express such an opinion or conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the management of Linwood Community Library, board of directors and regulatory authorities, and is not intended to be and should not be used by anyone other than these specified parties.

Gordon CPA LLC

Certified Public Accountant
Lawrence, Kansas

February 8, 2023

SUPPLEMENT TO REPORT ON AGREED-UPON PROCEDURES
LINWOOD COMMUNITY LIBRARY
AGREED-UPON PROCEDURES AND FINDINGS

1. We tied the Library's total cash per books at year end to source documents which included a review of the bank reconciliation for the last month of the year.

No exceptions were noted.

2. We reconciled the year-end cash balance as shown on the Statement of Cash Receipts and Cash Disbursements to 1) demand deposits at the Library's official depository, 2) time deposits at the Library's official depository, 3) investments in U.S. Treasury bills; and other cash/investments.

No exceptions were noted.

3. We used the last bank statement of the year to compare total deposits in excess of FDIC insurance to securities pledged to secure those excess deposits, as evidenced by joint custody receipts.

The Library did not have pledged securities as of December 31, 2021. Therefore, deposits of \$11,533 were in excess of FDIC coverage and were unsecured as of December 31, 2021.

4. For the last bank statement of the year, we compared the name of the depository institution to an entry in the official minutes that designates the institution as the Library's official depository.

Documentation of the Library's official depository could not be found in the Board minutes. However, the Library has used the same depository for many years.

5. We selected two months and traced interest income from the bank statements to the Library's cash receipt records.

No exceptions were noted.

6. We selected two separate months and traced non-mail cash receipts from the receipt book to the bookkeeping records to determine if the receipts were properly recorded. For the same two months, we traced bookkeeping entries for cash receipts to the bank statement to determine if receipts are deposited intact and on a timely basis.

No exceptions were noted.

7. We selected approximately ten percent of the non-payroll cash disbursements and traced disbursements from the bookkeeping records to the related invoice, bank statement, and canceled check.

Of the 29 cash disbursements selected, 29 cash disbursements agreed to supporting documentation, bank statements and canceled checks.

8. We selected one month to compare the disbursements as recorded in the check register to an entry in the official minutes that approved the disbursements.

We noted that the Board minutes approve the disbursements, but the minutes do not list out a total dollar amount of the disbursements being approved.

9. We examined evidence of selected encumbrances and accounts payable and determined if they have been properly stated in the financial statements as of the end of the year. Evidence of encumbrances included unpaid purchase orders and contracts. Evidence of accounts payable included unpaid invoices and receiving reports.

The Library had no encumbrances and \$[346.20] in accounts payable at year end. No exceptions were noted when we viewed support for the accounts payable balance.

10. We reviewed the credit card policy and internal controls of the Library. For a minimum of two months, we reviewed the Library's credit card transactions to determine if approvals, expenditure procedures, and proper classification of expenditures were followed.

The Credit Card Policy for the Library is as follows: The Library maintains one credit card through the bank and two store credit cards. Library staff may purchase goods and/or services valued up to \$500 and the Library Director may purchase goods and/or services up to \$1,500 on items that are included in the Library's annual budget or are listed in an approved capital plan. Credit card transactions must follow the Library's Purchasing Policy. Physical documentation of a purchase and/or approval of such purchase must be presented to the Board within 30 days of purchase or delivery of goods and/or services. Purchases by Library staff up to \$500 require prior Director's approval. Purchase by the Director up to \$1,500 will be reviewed by the Board. Purchases from \$1,500 to \$5,000 require prior Board approval. Purchases on excess of \$5,000 require a good faith effort be made to obtain multiple written quotes.

We noted two credit card statements and two store card statements showed the Library had paid \$45 in late fees and \$7 in interest for the year. We also noted No other exceptions were noted during the review of the two months of credit card transactions.

11. We reviewed selected payroll records for a minimum of one month and determined that proper deductions and employer contributions are being remitted.

No exceptions were noted.

12. For the last month of the year, we reviewed the payroll records for each employee and determined if a deduction for KPERS (Kansas Public Employee Retirement System) was made.

The Library does not participate in the KPERS retirement program; therefore, this procedure is not applicable.

13. We compared the following items in the current year financial statement to the same items in the prior year financial statement to determine if there was a variance of more than 25% per fund: 1) total cash receipts, 2) total cash disbursements, 3) encumbrances and accounts payable, and 4) ending unencumbered cash balance. For variances larger than 25%, we examined the variance and documented the reason.

No exceptions were noted.

14. We selected two months and viewed the Library's month-end statement of cash receipts and cash disbursements and determined that the ending unencumbered cash balance is greater than zero.

No exceptions were noted.

15. We selected two months and viewed the official minutes to determine that the minutes have been signed by the chairperson of the board of directors.

We noted one of the two meeting minutes were not signed by the chairperson of the board of directors.

16. We viewed the Library's surety (fidelity) bonds and determined that all employees and officers entrusted with funds or property are covered by such a bond.

No exceptions were noted.

17. We reviewed the general and entity specific compliance checklists.

We completed the Kansas Regulatory Compliance Checklist for all Municipalities from the *Kansas Municipal Audit and Accounting Guide*. No instances of noncompliance were found during the procedures.

LINWOOD COMMUNITY LIBRARY
 LINWOOD, KANSAS
 Summary Statement of Receipts, Expenditures and Unencumbered Cash
 For the Year Ended December 31, 2021

Fund	Beginning Unencumbered Cash Balance	Prior Year Cancelled Encumbrance	Receipts	Expenditures	Ending Unencumbered Cash Balance	Add: Outstanding Encumbrances and Accounts Payable	Ending Cash Balance
General Fund	\$ 158,476	\$ -	\$ 258,159	\$ 288,904	\$ 127,731	\$ [346]	\$ 127,385
Special Purpose Fund:							
Capital Improvement Fund	97,876	-	52,218	-	150,094	-	150,094
Employee Benefit Fund	7,233	-	8,864	11,986	4,111	-	4,111
Total Reporting Entity	<u>\$ 263,585</u>	<u>\$ -</u>	<u>\$ 319,241</u>	<u>\$ 300,890</u>	<u>\$ 281,936</u>	<u>\$ [346]</u>	<u>\$ 281,590</u>

Composition of Cash:

Checking Accounts	\$ 240,866
Certificates of Deposit	<u>40,724</u>
Total Reporting Entity (Excluding Agency Funds)	<u>\$ 281,590</u>

Provider	MX 75	License	MR 44	License	MS 120	License
ConvergeOne	\$1,095.66	\$3,075.01	\$713.95	\$246.77	\$1,666.27	\$235.80
Electronaca						
NCS	\$1,461.94	\$3,546.67	\$758.88	\$262.29	\$1,921.86	\$271.97
Twotrees	\$1,475.00	\$1,790.00	\$766.00	\$264.00	\$1,940.00	\$274.00

Total	Discount Estim	Estimated Library Liabilit
\$7,033.46	\$4,220.08	\$2,813.38
\$16,930.34	\$10,158.20	\$6,772.14
\$8,223.61	\$4,934.17	\$3,289.44
\$6,509.00	\$3,905.40	\$2,603.60

Notes

This bid was for non-Meraki hardware so no comparison was available









A CONVERGEONE SOLUTION FOR

LINWOOD COMMUNITY LIBRARY

FORM 470 #230011322

Presented By:

Yusuf Mohamed

National Account Manager

612.227.3023

ymohamed@convergeone.com

January 31, 2023



ConvergeOne Corporate Headquarters
10900 Nesbitt Avenue South
Bloomington, MN 55437

Tel 1-888-321-6227

Fax 651-994-6801

January 31, 2023

Mr. Ben Mauk
c/o Linwood Community Library
19649 Linwood Road
Linwood, KS 66052

Via email: benmauk.eratesolutions@gmail.com

Dear Mr. Mauk,

Thank you for the opportunity to present our response to Linwood Community Library's Form 470 #230011322. We understand your requirement to find a Technology Solutions Partner and Consultant to assist with this exciting project.

With over 29 years of industry experience, ConvergeOne is the premier provider of IT products and services that transforms our client's business operations by implementing tomorrow's IT solutions today.

We have strategic partnerships with more than 300 global industry leaders, including Cisco, Dell, Extreme Networks, HP/Aruba and Ubiquiti. We have over 56 offices, three Network Operating Centers (NOCs) and team of 3,000+ members includes more than 1,900 engineering resources with 5,600+ industry related certifications.

Our advanced certifications have reinforced our role as a trusted technical advisor providing the highest level of product knowledge and technical expertise to architect and deploy IT Technology Solutions.

We look forward to working with you on this project. If you have any questions, please contact Yusuf Mohamed, 612.227.3023 or ymohamed@convergeone.com.

Sincerely,

A handwritten signature in black ink that reads 'Gerry Pearce'.

Gerry Pearce
Executive Vice President

Table of Contents

Executive Summary	1
ConvergeOne E-Rate Program	2
A Commitment to Service	2
Services	3
Category Two	3
Specifications.....	4
ConvergeOne Fact Sheet	8
ConvergeOne E-Rate Sales Agreement	9

EXECUTIVE SUMMARY

ConvergeOne is a proven, services led, cloud solution provider that utilizes intellectual property and unique methodologies to create value for our customers to develop progressive solutions that connect people with purpose. Over 14,000 enterprise and mid-market customers trust ConvergeOne with cloud, collaboration, enterprise networking, data center and cybersecurity solutions to achieve business outcomes. Our investments in cloud infrastructure and professional and managed services provide transformational opportunities for customers to achieve financial and operational benefits with leading technologies. Our 2021 NPS of 80, placing us in the World Class category for the third consecutive year, is a testament to our ability to provide customers with the highest level of customer satisfaction, responsiveness and expertise. ConvergeOne has partnerships with more than 300 global industry leaders, including Avaya, Cisco, Dell Technologies, Extreme Networks, Genesys, Juniper, IBM, Microsoft and VMware to customize specific business outcomes. We deliver solutions with a full lifecycle approach including strategy, design and implementation with professional, managed and support services. ConvergeOne holds more than 5,600 technical certifications across hundreds of engineers throughout North America, including three Customer Success Centers.

Our Expertise

- 29 years of experience — and counting!
- More than 14,000 customers, including 55% of the Fortune 100, 41% of the Fortune 500 and 36% of the Fortune 1000 customers across the healthcare, finance, manufacturing, education and energy enterprises
- In-house engineers, design specialists, and technicians holding 5,600+ active industry certifications

Our Portfolio

- Intellectual Property (IP): C1Conversations and OnGuard – Spans customer environments encompassing many different technologies, making those technologies more efficient and allowing customers to continue to realize benefits from existing investments.
- Solutions: Customer Experience, Cybersecurity, Data Center, Enterprise Networking and Unified Communications
- Services: Cloud, Maintenance, Managed Services and Professional Services
- Center of Excellence: Extensive technical and administrative training courses with multiple delivery options: web, instructor led, on-site, etc.

Our Resources

- 3,000+ employees in offices nationwide — and growing
- Strategic partnerships for integration of best-of-breed hardware, software, and applications
- Three state-of-the-art Network Operations Centers for multivendor support
- High-tech Performance Readiness Center[®] for configuration, staging, and testing
- One source for systems integration, data networking, IT specialty consulting, application development, program management, and more
- Alliance Program: Bringing our expertise and solutions to global clients through our international partnerships

Our Partners

- Strategic technology partners include Avaya, Cisco, Dell Technologies, Extreme Networks, Genesys, Juniper, IBM, Microsoft, VMware and many more.

At ConvergeOne, our goal is to earn your trust as an advisor — someone you count on to deliver the very best solution based on a thorough understanding of your business and the ways in which the right technology can help you achieve your goals.

ConvergeOne E-Rate Program

The ConvergeOne team has been responding to E-Rate Category 2 Internal Connections since Year One (1998) for a combined total of 48 years of experience. In addition, ConvergeOne sends members of our SLED and Public Sector Contracts teams to the yearly USAC/SLD training. Additionally, ConvergeOne employs the independent consulting firm, Funds For Learning, to ensure ConvergeOne maintains complete program compliance. For FY22, ConvergeOne was the #2 E-Rate Partner providing Category 2 Internal Connections hardware/software, cabling, professional services and maintenance. ConvergeOne can support SPI or BEAR invoicing.

A Commitment to Service

ConvergeOne is dedicated to superior customer service and our account team structure has a proven track record as reflected in our Net Promoter Score. When the NPS question is asked of our customers, it is not about how well someone sells you product, it is how we service our customers along the lifecycle of our relationship. We are committed to ensuring our customers know we are here from pre-sales through decades of managed services and everything in between. Customers rate us on how we become an advocate for their business.

ConvergeOne's 2021 score of 80 is almost double the IT services industry benchmark of 42, as reported by ClearlyRated®. Notably, the score places us in the "World Class" NPS category for the fourth year in a row. This NPS is a testament to our ability to provide customers with the highest level of customer satisfaction, responsiveness, and expertise in the areas of cloud, modern workplace, customer experience, enterprise networking, data center, and cybersecurity.



SERVICES

Category Two

Internal Connections - 1 Security Appliance, 1 Access Point, and 1 Network Switch with 5 year licensing for all items, as listed below for a Library network refresh. These are or equivalent specifications. Item: (1) MX 75 Cisco Meraki Security Appliance or equivalent. Quantity Requested: (1) Item: (1) MR 44 Cisco Meraki Wireless Access Point or equivalent. Quantity Requested: (1) Item: (1) MS 120-24P-HW Cisco Meraki Network Switch or equivalent. Quantity Requested: (1) Item: (1) 5-YEAR LICENSE for MX 75 Cisco Meraki Security Appliance or equivalent (for above component). Quantity Requested: (1) Item: (1) 5-YEAR LICENSE for MR 44 Cisco Meraki Wireless Access Point or equivalent (for above components). Quantity Requested: (1) Item: (1) 5-YEAR LICENSE for 120-24P-HW Cisco Meraki Network Switch or equivalent (for above component). Quantity Requested: (1) Installation Required: NO Please see RFP for bidding information.

Internal Connections					
Function:	Switches and Necessary Software and Licenses	Entities:	0	Installation and Initial Configuration?	N
Manufacturer:	Cisco Systems or equivalent	Quantity:	2	Associated RFPS:	Yes
Minimum Capacity:		Unit:	Each		
Maximum Capacity:					
Internal Connections					
Function:	Wireless Access Points and Necessary Software and Licenses	Entities:	0	Installation and Initial Configuration?	N
Manufacturer:	Cisco Systems or equivalent	Quantity:	2	Associated RFPS:	Yes
Minimum Capacity:		Unit:	Each		
Maximum Capacity:					
Internal Connections					
Function:	Firewall Service, Components, and Necessary Software and Licenses	Entities:	0	Installation and Initial Configuration?	N
Manufacturer:	Cisco Systems or equivalent	Quantity:	2	Associated RFPS:	Yes
Minimum Capacity:		Unit:	Each		
Maximum Capacity:					

Specifications

Internal Connections

These are "or equivalent" specifications.

Item: (1) **MX 75 Cisco Meraki Security Appliance** or equivalent.

Quantity Requested: (1)

Item: (1) **MR 44 Cisco Meraki Wireless Access Point** or equivalent.

Quantity Requested: (1)

Item: (1) **MS 120-24P-HW Cisco Meraki Network Switch** or equivalent.

Quantity Requested: (1)

Item: (1) **5-YEAR LICENSE for MX 75 Cisco Meraki Security Appliance** or equivalent (for above component).

Quantity Requested: (1)

Item: (1) **5-YEAR LICENSE for MR 44 Cisco Meraki Wireless Access Point** or equivalent (for above components).

Quantity Requested: (1)

Item: (1) **5-YEAR LICENSE for 120-24P-HW Cisco Meraki Network Switch** or equivalent (for above component).

Quantity Requested: (1)

Installation Required: NO

Please submit bids for purchase only, unless otherwise specified above.

ConvergeOne Response:

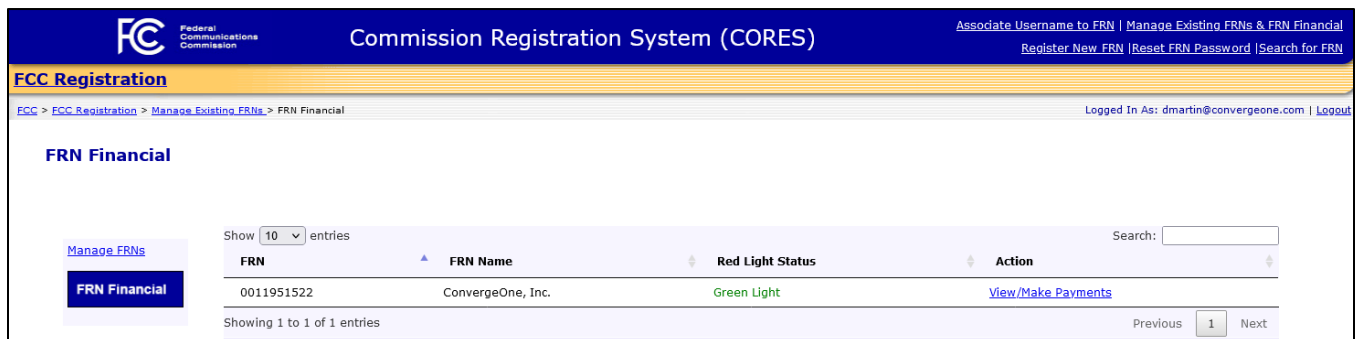
Read, understood and comply. ConvergeOne has provided the Cisco Meraki hardware and software requested.

All bidders must have an E-Rate SPIN (Service Provider Identification Number) and not be subject to the FCCs Red Light Rule.

ConvergeOne Response:

ConvergeOne SPIN: 143011994

ConvergeOne FRN: 0011951522



The screenshot shows the FCC Registration System (CORES) interface. At the top, it displays the FCC logo and the text "Commission Registration System (CORES)". There are links for "Associate Username to FRN", "Manage Existing FRNs & FRN Financial", "Register New FRN", "Reset FRN Password", and "Search for FRN". Below this is a navigation bar with "FCC Registration" and "FRN Financial". The main content area shows a table with one entry for FRN 0011951522, ConvergeOne, Inc., with a "Green Light" status. There are buttons for "Manage FRNs" and "FRN Financial". The table has columns for FRN, FRN Name, Red Light Status, and Action. The action for this entry is "View/Make Payments". The interface also shows "Showing 1 to 1 of 1 entries" and "Previous 1 Next".

FRN	FRN Name	Red Light Status	Action
0011951522	ConvergeOne, Inc.	Green Light	View/Make Payments

Terms offered must include a right of refusal if E-Rate funding is not approved.

ConvergeOne Response:

Comply.

Proposals must clearly identify costs for:

Anything that is not E-Rate eligible.

Failure to do so may result in the bid being denied.

ConvergeOne Response:

Line #	Item Number	Description	Qty	Unit Price	Extended Price	E-Rate Eligibility
1	MX75-HW	Meraki MX75 Router/Security Appliance	1	\$1,095.66	\$1,095.66	100%
2	LIC-MX75-SEC-5Y	Meraki MX75 Advanced Security License and Support, 5YR	1	\$3,075.01	\$3,075.01	50%
3	MR44-HW	Meraki MR44 WiFi 6 Indoor AP	1	\$713.95	\$713.95	100%
4	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR	1	\$246.77	\$246.77	100%
5	MS120-24P-HW	Meraki MS120-24P 1G L2 Cld-Mngd 24x GigE 370W PoE Switch	1	\$1,666.27	\$1,666.27	100%
6	LIC-MS120-24P-	Meraki MS120-24P Enterprise License and Support, 5 Year	1	\$235.80	\$235.80	100%
Total Eligible:					\$5,495.95	
Total Ineligible:					\$1,537.50	

Please submit questions and bids by email to:

Ben Mauk, E-Rate consultant

benmauk.eratesolutions@gmail.com

Use subject line: "Linwood Community Library CAT2 equipment question from (company name)."

Use subject line: "Linwood Community Library CAT2 equipment proposal from (company name)."

ConvergeOne Response:

Comply.

Solution Summary

Cisco Meraki Wireless Access Points/Switches

<p>Customer: Linwood Community Library</p> <p>Ship To Address: 19649 LINWOOD RD LINWOOD LINWOOD, KS 66052</p> <p>Bill To Address: 19649 LINWOOD RD LINWOOD LINWOOD, KS 66052</p> <p>Customer ID:</p> <p>Customer PO:</p>	<p>Primary Contact: Greg Gantz</p> <p>Email: ggantz@nekls.org</p> <p>Phone: (785) 838-4090</p> <p>National Account Manager: Yusuf Mohamed</p> <p>Email: ymohamed@convergeone.com</p> <p>Phone: +16517966480</p>
---	---

Solution Summary	Current Due	Next Invoice	Due	Remaining	Total Project
Software	\$3,557.58		One-Time		\$3,557.58
Hardware	\$3,475.88		One-Time		\$3,475.88
Project Subtotal	\$7,033.46				\$7,033.46
Estimated Tax	NOT INCLUDED				
Estimated Freight	NOT INCLUDED				
Project Total	\$7,033.46				\$7,033.46

This Solution Summary summarizes the document(s) that are attached hereto and such documents are incorporated herein by reference (collectively, this "Order"). Customer's signature on this Order (or Customer's issuance of a purchase order in connection with this Order) shall represent Customer's agreement with each document in this Order and acknowledgement that such attached document(s) are represented accurately by this Solution Summary.

Unless otherwise specified in this Order, this Order shall be subject to the following terms and conditions (the "Agreement"): (i) the Master Sales Agreement or other applicable master agreement in effect as of the date hereof between ConvergeOne, Inc. and/or its subsidiaries and affiliates (collectively, "C1" or "ConvergeOne" or "Seller") and Customer; or (ii) if no such master agreement is currently in place between C1 and Customer, the Online General Terms and Conditions currently found on the internet at: <https://www.convergeone.com/online-general-terms-and-conditions/> . If Customer's Agreement is a master agreement entered into with one of ConvergeOne, Inc.'s predecessors, affiliates and/or subsidiaries ("Legacy Master Agreement"), the terms and conditions of such Legacy Master Agreement shall apply to this Order, subject to any modifications, located at: <https://www.convergeone.com/online-general-terms-and-conditions/> . In the event of a conflict between the terms and conditions in the Agreement and this Order, the order of precedence shall be as follows: (i) this Order (with the most recent and specific document controlling if there are conflicts between the Solution Summary and any applicable supporting document(s) incorporated into this Order), (ii) Attachment A to the Agreement (if applicable), and (iii) the main body of the Agreement.

This Order may include the sale of any of the following to Customer: (a) any hardware, third party software, and/or Seller software (collectively, "Products"); (b) any installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller (collectively, "Professional Services"); (c) any Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services"); and/or (d) any Seller-provided maintenance services ordered by Customer to maintain and service Supported Products or Supported Systems at Supported Sites to ensure that they operate in conformance with their respective documentation and specifications (collectively, "Maintenance Services"). For ease of reference only, Professional Services, Managed Services and Maintenance Services may be referred to collectively as "Services." Unless otherwise defined herein, capitalized terms used herein will have the same meanings as set forth in the Agreement.

Products and/or Services not specifically itemized are not provided hereunder. This Order will be valid for a period of thirty (30) days following the date hereof. Thereafter, this Order will no longer be of any force and effect. Due to rapidly changing prices in the market for third party Products and/or Services, after the expiration of the foregoing 30 day period, Seller reserves the right to adjust offerings and/or prices accordingly prior to issuing any new Order(s).

This Order is a configured order and/or contains software.

Special Comment to Solution Summary:

E-RATE- In addition, if Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (commonly referred to as the "E-Rate Program"), the E-Rate Program requirements of the Universal Service Administrative Company (USAC) will apply, which include but are not limited to the following: 1. The Parties recognize that the E-Rate funding year commences on July 1 and continues through June 30 of each year (a "Funding Year"). 2. Products purchased by Customer pursuant to this Agreement may not shipped prior to April 1 and may not be invoiced prior to July 1 of the current Funding Year. 3. Add on manufacturer warranty services (e.g., maintenance services) that run outside of the current Funding Year must either be applied to the next Funding Year or be 100% billable to the Customer. 4. Receipt Acknowledgement Letters must be received, and service substitutions must be completed before order processing can commence for shipments. 5. If requesting Service Provider Invoicing on a Form 474, order processing may commence only after a Form 486 has been approved by USAC. 6. If purchasing multi-year contracts for manufacturer warranties, software subscriptions, etc., a Form 471 must be filed by Customer for each Funding Year occurring during the multi-year contract term. 7. Manufacturer warranty services need to be listed as basic maintenance or an appeal will need to be filed to correct invoicing on approved Forms 471. 8. If a Form 486 has not been timely filed by Customer within 120 days following receipt of USAC's Funding Commitment Decision Letter, ConvergeOne reserves the right to invoice Customer in full for the Products and Services purchased under this Agreement. 9. If during USAC auditing process, USAC determines eligibility percentage has decreased, ConvergeOne reserves the right to invoice Customer for the difference between the originally approved percentage and the decreased percentage per USAC terms and conditions. ConvergeOne SPIN: 143011994

ACCEPTED BY:


BUYER: _____ DATE: _____ SELLER: _____ DATE: _____

TITLE: _____ TITLE: _____

Solution Quote

#	Item Number	Description	Term	Qty	Unit Price	Extended Price
1	MX75-HW	Meraki MX75 Router/Security Appliance		1	\$1,095.66	\$1,095.66
2	LIC-MX75-SEC-5Y	Meraki MX75 Advanced Security License and Support, 5YR		1	\$3,075.01	\$3,075.01
3	MR44-HW	Meraki MR44 WiFi 6 Indoor AP		1	\$713.95	\$713.95
4	LIC-ENT-5YR	Meraki MR Enterprise License, 5YR		1	\$246.77	\$246.77
5	MS120-24P-HW	Meraki MS120-24P 1G L2 Cld -Mngd 24x GigE 370W PoE Switch		1	\$1,666.27	\$1,666.27
6	LIC-MS120-24P-5YR	Meraki MS120-24P Enterprise License and Support, 5 Year		1	\$235.80	\$235.80
Total:						\$7,033.46

CONVERGEONE FACT SHEET

LEGAL ENTITY NAME:	ConvergeOne, Inc.
LEGAL STRUCTURE:	A Minnesota Corporation
DATE FOUNDED:	October 25, 1993 Formerly known as North American Communications Resource, Inc. Name Change in 2016.
CORPORATE STATUS:	C Corporation
HEADQUARTERS:	10900 Nesbitt Avenue South, Bloomington, MN 55437
WEBSITE:	www.convergeone.com
MAIN PHONE:	651.994.6800 or 1.888.321.6227
MAIN FAX:	651.994.6801
GENERAL DESCRIPTION:	ConvergeOne is a proven , services led, cloud solution provider that utilizes our intellectual property and unique methodologies to create value for our customers, and together, we develop progressive solutions that connect people with purpose . Headquartered in Bloomington, MN, ConvergeOne is one of the largest Value Added Solutions Providers (VASPs) in the United States employing more than 3,000 team members.
NUMBER OF EMPLOYEES:	3,000+
CORPORATE OFFICERS:	Jeffrey Russell, Chairman and Chief Executive Officer Sal Lombardi, Chief Financial Officer D. Robert Martin, President, Field Omar Bhatti, President, Services
FEDERAL ID #/FEIN:	41-1763228
DUNS:	825410319
NAICS CODES:	ConvergeOne’s NAICS Classifications: 5173, 5179 and 5182
E-VERIFY ID:	558037
SPIN:	143011994
FCC (FRN):	0011951522
GREEN LIGHT STATUS:	 <p>The screenshot shows the FCC Registration System (CORES) interface. It displays the 'FRN Financial' section for the FRN 0011951522, which is 'ConvergeOne, Inc.'. The status is 'Green Light', and there is a link to 'View/Make Payments'.</p>

CONVERGEONE E-RATE SALES AGREEMENT

Agreement #

Sales Agreement

Date: JANUARY 31, 2023

SELLER: CONVERGEONE, INC.

10900 Nesbitt Avenue South
Bloomington, MN 55437

CUSTOMER: LINWOOD COMMUNITY LIBRARY

19649 LINWOOD ROAD
LINWOOD, KS 66052

This E-RATE SALES AGREEMENT ("Agreement") is made and entered into as of the date indicated above ("Effective Date") by and between Seller and Customer and continues for one (1) year thereafter and may be renewed for one (1) year terms by mutual agreement of the Parties. Seller and Customer are each a "Party" to this Agreement and may collectively be referred to herein as the "Parties."

In consideration of the mutual undertakings herein contained, the Parties agree as follows:

1. Attachment A contains terms and provisions that are part of this Agreement and Attachment A is hereby herein incorporated by reference.
 2. This Agreement shall apply to sales of the following to Customer:
 - a) All hardware, third party software, and/or Seller software (collectively, "Products");
 - b) All installation services, professional services, and/or third party provided support services that are generally associated with the Products and sold to customers by Seller ("Professional Services"); and/or
 - c) All Seller-provided vendor management services, software release management services, remote monitoring services and/or, troubleshooting services (collectively, "Managed Services").
- For purposes of this Agreement, Professional Services and Managed Services may be referred to collectively as "Services."
3. Seller will provide the Products, and/or Services to Customer as more fully described on a sales order ("Solution Summary"). Each Solution Summary shall be accompanied by an itemized list of all Products and/or Services to be provided, together with the price to be charged therefor ("Solution Quote"). If Seller is to provide Professional Services and/or Managed Services to Customer, a Statement of Work ("Statement of Work" or "Scope of Work" or "SOW") shall accompany this Agreement. The Solution Summary shall reflect the price to be charged for such Professional Services and/or Managed Services.
 4. Any amendment, supplement, or modification of any term or provision of this Agreement must be in a writing that is signed by authorized representatives of both Parties to this Agreement.
 5. In lieu of an authorized representative of each Party signing a Solution Summary, the Parties agree that Customer may issue to Seller a purchase order to order Products, and/or Services from Seller. Such purchase order shall be deemed Customer's agreement to the terms and conditions of the corresponding Solution Summary. However, no pre-printed, additional, and/or alternate terms or provisions of the purchase order (other than the description of the Products, and/or Services and the quantity thereof) shall apply. Rather, only the terms and provisions of this Agreement shall apply to the sale of Products and/or Services.
 6. **PURCHASE PRICE:** The purchase price of the Products and/or Services set forth in the Solution Summary, plus applicable tax and freight, shall be due thirty (30) days from the date of the invoice.
 7. **FINANCING OPTION:** If Customer elects to lease the pertinent Products and/or Services, Customer
 - a) Shall inform Seller of such election no later than the time that this Agreement is executed to avoid being liable for sales tax on the Products and/or Services provided under the Solution Summary; and
 - b) May assign this Agreement to a financing company for the sole purpose of financing the Price, provided that Customer agrees that any such assignment shall not delay or relieve Customer of its duty to perform any of its obligations under this Agreement (including, but not limited to, liability for amounts owed under this Agreement). Customer further agrees that it shall not take any action, or refuse to take any action, that delays Seller's receipt of payment from Customer's financing company.
 8. **PRODUCT RETURNS:** All configured orders, including hardware and software, are non-returnable. All software, regardless of whether such software is part of a configured order, is non-returnable. All authorized returns may be assessed a twenty percent (20%) restocking charge; provided, however, that Product returns based on warranty claims will not be assessed such restocking charge.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

SELLER: CONVERGEONE, INC.	CUSTOMER: LINWOOD COMMUNITY LIBRARY
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

ATTACHMENT A – TERMS AND CONDITIONS

ARTICLE I – GENERAL TERMS AND CONDITIONS OF THE AGREEMENT

1. PRICE; PAYMENT; TAXES; COST ADJUSTMENT.

- a) Customer agrees to pay the price of each of the Products and/or Services described in the Solution Summary or Statement of Work, together with freight, taxes, and any other itemized charges, fees, and costs in United States Dollars (the "Price").
- b) Except for material breach by Seller, termination of this Agreement shall not affect Customer's obligation to pay the Price.
- c) If Customer is exempt from tax, Customer shall provide to Seller a valid tax exemption certificate at the time that this Agreement is executed. Customer agrees to indemnify and hold harmless Seller (i) from any and all liens, actions, or claims made by or on behalf of any tax authority in connections with any payment made to Seller, and (ii) for all costs incurred by Seller in connection with the foregoing (including, but not limited to, reasonable attorneys' fees).
- d) Interest on any past due obligation shall accrue at the rate of one and one-half percent (1½%) per month or at the maximum rate allowed by law, whichever is lower. All prices are exclusive of applicable taxes or other charges imposed by law.
- e) For Managed Services that are provided for a term that exceeds twelve (12) months or are subject to renewal for any successive term(s), the Price shall be subject to annual increase as follows:
 - i. Upon completion of the first year of the term, the Price specified in a Solution Summary or Statement of Work (as applicable) is subject to automatic annual increase by the lesser of: (A) five percent (5%), or (B) the CPI Adjustment (as defined below). The "CPI Adjustment" is a percentage equal to the amount of the increase in the unadjusted Consumer Price Index for all Urban Consumers as published in the Summary Data from the Consumer Price Index News Release by the Bureau of Labor Statistics, U.S. Department of Labor ("CPI"), reported in the month immediately preceding the month of completion of each annual period during the current term or renewal term (the "Current Period CPI") from the CPI reported for the same month twelve (12) months prior (the "Previous Period CPI"). The CPI Adjustment is calculated by: (1) subtracting the Previous Period CPI from the Current Period CPI to obtain the amount of the "Index Point Change", and (2) dividing the Index Point Change by the Previous Period CPI and multiplying that amount by 100.

2. REMEDIES UPON DEFAULT. In the event that Customer fails to pay according to the terms and provisions of this Agreement, or fails to perform any of its obligations pursuant to the terms and provisions of this Agreement, then Seller, at its option, may do any or all of the following: (i) upon notice to Customer, terminate this Agreement; (ii) regardless of whether this Agreement is terminated, suspend further performance under this Agreement; and (iii) retain, as an offset to Customer's liability for such default, all or a portion of the progress payments (if any) previously paid by Customer. Customer shall in any event remain fully liable for damages resulting from Customer's breach (including, but not limited to, all costs and expenses incurred by Seller on account of such breach, including costs of arbitration and reasonable attorneys' fees). The rights afforded Seller hereunder shall not be deemed to be exclusive but, instead, shall be in addition to any rights or remedies provided by law.

3. INDEPENDENT CONTRACTOR. Seller shall conduct its business as an independent contractor with respect to Customer. Seller will represent to third persons, to the public generally, and to all governmental bodies (including, but not limited to, federal, state, and local authorities) that the business conducted by Seller with respect to Customer is that of an independent contractor and that such is the sole relationship between the Parties. It is expressly understood that Seller is in no way considered the legal representative of Customer for any purpose whatsoever with respect to this Agreement. Customer shall deduct no income tax or other withholdings whatsoever from payments due to Seller.

4. CUSTOMER COOPERATION. Customer shall cooperate fully with Seller to facilitate performance of Seller's obligations hereunder, including the rendition of Services and/or the installation of a Product. Customer shall dedicate such time, personnel, and resources as may be reasonably necessary to complete Seller's performance of Services. Cooperation shall include the following:

- (a) Customer shall designate a coordinator at Customer's site with the knowledge and authority to make decisions with respect to all of Customer's operations in order for Seller to meet its obligations hereunder;
- (b) Customer shall make available such data as is necessary to adequately test the Product(s) and/or Services;
- (c) If Customer is purchasing an application software solution, Customer shall be responsible for the operation of each CPU, conducting a back-up, performing all program translation, contacting all third-party vendors to confirm that existing hardware and software will be compatible with the new software, and processing any necessary changes;

- (d) Customer shall provide full, free, and safe access to Customer's facilities to allow Seller to meet its obligations hereunder; and
- (e) Customer shall provide the telephone numbers, network addresses, and passwords necessary for Seller to gain remote access to Customer's systems when necessary in connection with the performance of Services.
- (f) Customer shall provide (i) interface information for Managed Products (as defined in Article III, Section 1 of this Attachment A) and Supported Products (as defined in Article IV, Section 1 of this Attachment A), and (ii) any third-party consents and licenses needed by Seller to access such Managed Products.
- (g) Customer expressly acknowledges that with respect to Seller's performance of the Services called for under this Agreement, such Services do not involve or in any way require Seller's access to Personal Data as defined herein. If, in the future, Customer requests additional services that require Seller access to Personal Data, those additional services, and the security requirements associated with Seller's access to Personal Data in order to perform those additional services, shall be subject to a separate written agreement between the parties. "Personal Data" is personal data of any employee, customer, or other individual.
- (h) In order to mitigate any potential delays in the provision of Products and/or Services, Customer shall promptly perform all of its obligations set forth in this Agreement and the Solution Summary. However, in the event of any Customer delay(s) which reasonably impact Seller's provision of Products and/or Services, Customer agrees that Seller may invoice Customer, and Customer agrees to pay Seller, for each applicable milestone or other periodic payment upon the originally anticipated completion date mutually agreed to by the parties in the Solution Summary and/or as part of the project kick-off process.

5. FORCE MAJEURE. Seller shall not be liable for any loss, failure, or delay in furnishing a Product and/or providing Services, resulting from any of the following: fires; explosions; floods; storms; acts of God; governmental acts, orders, or regulations; hostilities; acts of terrorism; civil disturbances; strikes; labor difficulties; machinery breakdowns; transportation contingencies; difficulty in obtaining parts, supplies, or shipping facilities; delays of carriers; or any other cause beyond the control of Seller.

6. ARBITRATION. Seller and Customer agree to submit any and all disputes (of whatever kind or nature, whether in law or in equity) arising out of the terms and provisions of this Agreement (including, but not limited to, determining the validity, specific enforcement, breach, or interpretation of this Agreement) to binding arbitration only, such arbitration to be conducted pursuant to the then-current Commercial Arbitration Rules of the American Arbitration Association and to be held before a single arbitrator at a location mutually agreeable to the Parties. The Parties shall be entitled to limited discovery under the Federal Rules of Civil Procedure. Notwithstanding the foregoing, in the event that third parties are necessary to achieve a just adjudication of the issues, either Party may commence a civil action in a court of competent jurisdiction having jurisdiction over all parties involved. The prevailing Party shall be entitled to recover from the non-prevailing Party its costs and reasonable attorneys' fees incurred in connection with any action or proceeding that arises from the terms and provisions of this Agreement. The Parties further agree that any monetary award may be reduced to judgment and docketed in any court of competent jurisdiction without objection and execution had thereon. This provision shall survive the termination of this Agreement. No arbitration or action, regardless of form, arising out of the terms and provisions of this Agreement may be brought or commenced by either Party more than one (1) year after the dispute, claim, or cause of action arose.

7. LIMITATION OF LIABILITY. THE ENTIRE LIABILITY OF SELLER (AND SELLER'S OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND AFFILIATES) AND CUSTOMER'S EXCLUSIVE REMEDIES FOR ANY DAMAGES CAUSED BY ANY PRODUCT DEFECT OR FAILURE, OR ARISING FROM THE PERFORMANCE OR NON-PERFORMANCE OF ANY SERVICES, REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, OR OTHERWISE), SHALL BE (I) FOR FAILURE OF PRODUCTS DURING THE WARRANTY PERIOD, THE REMEDIES STATED IN ARTICLE II, SECTION 3 OF THIS ATTACHMENT A; (II) FOR DELAYS IN DELIVERY OR INSTALLATION (WHICHEVER IS APPLICABLE) OF MORE THAN THIRTY (30) DAYS BY CAUSES ATTRIBUTABLE SOLELY TO SELLER, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THIS AGREEMENT; OR (III) FOR SELLER'S FAILURE TO PERFORM ANY OTHER MATERIAL TERM OF THIS AGREEMENT, IF SELLER DOES NOT CORRECT SUCH FAILURE WITHIN THIRTY (30) DAYS AFTER RECEIPT OF WRITTEN NOTICE ADDRESSING SUCH FAILURE, CUSTOMER'S SOLE REMEDY SHALL BE TO TERMINATE THIS AGREEMENT WITHOUT INCURRING CHARGES FOR SUCH TERMINATION AND, WITHIN THIRTY (30) DAYS AFTER SUCH TERMINATION, RECEIVE A REFUND OF ALL MONIES PAID UNDER THIS AGREEMENT. SELLER SHALL IN NO CASE BE LIABLE FOR PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOST SAVINGS, OR LOST REVENUES OF ANY KIND; LOST, CORRUPTED, MISDIRECTED, OR MISAPPROPRIATED DATA; NETWORK DOWNTIME; INTERRUPTION OF BUSINESS ARISING OUT OF OR IN CONNECTION WITH PERFORMANCE OR NON-PERFORMANCE OF THE PRODUCTS OR USE BY CUSTOMER; CHARGES FOR COMMON CARRIER TELECOMMUNICATIONS SERVICES; COST OF COVER; OR CHARGES FOR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS ("TOLL FRAUD")). THE PREVIOUS SENTENCE APPLIES REGARDLESS OF WHETHER SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. NON-SOLICITATION OF EMPLOYMENT.

Customer shall not solicit for employment, either directly or indirectly, employees or subcontractors of Seller during the term of this Agreement, or for a period of twelve (12) months thereafter; provided, however, that Customer may hire employees or subcontractors of Seller if such employees or subcontractors initiate contact with Customer (e.g., a response to general employment advertisements of Customer). If Customer violates this provision, Customer will pay to Seller an amount equal to the amount of total potential compensation for the first twelve (12) months for the employee or subcontractor of Seller that has been hired. Customer shall pay such amount to Seller on the date that is thirty (30) days after the person accepts an offer of employment from Customer.

9. MISCELLANEOUS.

- (a) **Merger.** This Agreement constitutes the entire agreement between Seller and Customer with respect to the subject matter described herein, superseding all prior and contemporaneous correspondence between the Parties.
- (b) **No Assignment.** This Agreement shall not be assignable by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld; provided, however, that in any assignment of this Agreement, both the assignor and the assignee are jointly and severally liable under this Agreement for any outstanding obligations of the assignor that are due as of the date of the assignment.
- (c) **Notices.** Any notice required or permitted under this Agreement shall be in writing and delivered to the address of the other Party as set forth in this Agreement or to such other address as a Party shall designate and shall be: (i) delivered in person, (ii) sent by overnight courier service, properly addressed and prepaid, or (iii) sent by first class mail, properly addressed and with the correct postage.
- (d) **Acknowledgment and Authority.** By execution hereof, the signers hereby certify that they have read this Agreement and these terms, understand them, and agree to all terms and provisions stated herein. In addition, Seller and Customer warrant to each other that each respective Party and its respective signatory have the full right, power, and authority to execute this Agreement.
- (e) **Secrecy and Confidentiality.** Each Party (the "Receiving Party") covenants and agrees on behalf of itself, its officers, directors, employees, and agents as follows: (i) all information obtained from the other Party (the "Disclosing Party") (including, but not limited to, the terms and conditions of this Agreement, customer lists, customer-sensitive information, business practices and operations, pricing and financial information, product plans and designs, and configurations and layouts) is secret, proprietary, and confidential ("Confidential Information"); (ii) such Confidential Information shall be neither disclosed to any third party without the prior written approval of the Disclosing Party (except Seller may disclose Customer's Confidential Information to its subcontractors under this Agreement, but will ensure that such subcontractors are subject to the same confidentiality obligations set forth herein) nor used for any unauthorized purpose; and (iii) the Receiving Party shall use its best efforts to return such Confidential Information to the Disclosing Party upon termination of this Agreement. However, the Receiving Party shall have no obligation to preserve the confidentiality of any Confidential Information which (i) was known to the Receiving Party free of any obligation to keep it confidential; (ii) is or becomes publicly available by other than the authorized disclosure by the Receiving Party; (iii) is independently developed by or on behalf of the Receiving Party independent of any Confidential Information received from the Disclosing Party; (iv) is received by the Receiving Party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the Receiving Party, provided that the receiving party gives the Disclosing Party prompt written notice of such requirement prior to such disclosure and reasonable assistance, at the Disclosing Party's sole expense, in obtaining an order, if necessary, protecting the information from public disclosure. The Parties further acknowledge that the unauthorized use or disclosure of Confidential Information will create a risk of irreparable harm to the Disclosing Party, entitling the Disclosing Party to seek injunctive relief, without the necessity of posting a bond, against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages.
- (f) **Intellectual Property Rights.** Provisions pertaining to title and risk of loss in connection with the purchase of applicable Products and/or Services are set forth Article II, Section 1 of this Attachment A below. Additionally, each Party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other Party as is necessary for such other Party's performance under this Agreement. Furthermore, Seller will own any intellectual property that it develops, creates, or otherwise acquires, excluding Customer's intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in the applicable Order. For Services that are purchased, developed, or created under this Agreement, upon receipt of Customer's payment for such Services, Seller hereby grants Customer a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting Customer's internal business. Seller reserves all other intellectual property rights not expressly granted herein.
- (g) **No Resale.** In the event that the Products contain manufacturer's software, Customer shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order.
- (h) **Waiver.** If either Party fails to enforce any right or remedy available under the terms and provisions of this Agreement, such failure shall not be construed as a waiver of any right or remedy with respect to that breach or any other breach or failure by the other Party. Rather, any waiver of a Party's rights or remedies available under the terms and provisions of this Agreement must be in a writing that is signed by the Party against whom enforcement is sought.
- (i) **Severability.** In the event that any term or provision of this Agreement is held to be illegal, unenforceable, or invalid, the remaining terms and provisions hereof shall remain in full force and effect.
- (j) **Survival of Terms.** Notwithstanding any termination or expiration of this Agreement, all rights and remedies available to the Parties and all terms and provisions of this Agreement that are not performed or cannot be performed during the term of this Agreement shall survive the termination or expiration of this Agreement.
- (k) **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive laws of the State of Minnesota, without regard to its choice or conflicts of law principles.
- (l) **Counterparts and Electronic Signature.** This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one (1) and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by one (1) Party to the other Party. The receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(m) **Change-in-Control.** In the event that Seller is acquired, sold, or dissolved (a “Change-In-Control”), Customer may cancel this Agreement, provided however, that Customer must: (i) pay all outstanding invoices and pay for all Product(s) delivered and not invoiced; (ii) pay for all Products ordered which orders cannot be cancelled at the time of notice of cancellation without cost or other liability; and (iii) pay for all Professional Services rendered up to and including the date of notice of cancellation.

(n) **Cancellation for Convenience.** Customer shall have the right to cancel this Agreement for convenience, with no penalty, at any time prior to an order being placed by the Customer with Seller.

(o) **E-Rate Program.** In addition to all other terms and conditions of this Agreement, if Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (commonly referred to as the “E-Rate Program”), the E-Rate Program requirements of the Universal Service Administrative Company (USAC) will apply, which includes but are not limited to the following:

- i. The Parties recognize that the E-Rate funding year commences on July 1 and continues through June 30 of each year (a “Funding Year”).
- ii. Products purchased by Customer pursuant to this Agreement may not be shipped prior to April 1 and may not be invoiced prior to July 1 of the current Funding Year.
- iii. Add on manufacturer warranty services (e.g., maintenance services) that run outside of the current Funding Year must either be applied to the next Funding Year or be 100% billable to the Customer.
- iv. Receipt Acknowledgement Letters must be received and service substitutions must be completed before order processing can commence for shipments.
- v. If requesting Service Provider Invoicing on a Form 474, order processing may commence only after a Form 486 has been approved by USAC.
- vi. If purchasing multi-year contracts for manufacturer warranties, software subscriptions, etc., a Form 471 must be filed by Customer for each Funding Year occurring during the multi-year contract term.
- vii. Manufacturer warranty services need to be listed as basic maintenance or an appeal will need to be filed to correct invoicing on approved Forms 471.
- viii. If a Form 486 has not been timely filed by Customer within 120 days following receipt of USAC’s Funding Commitment Decision Letter, Seller reserves the right to invoice Customer in full for the Products and Services purchased under this Agreement.
- ix. If during USAC auditing process, USAC determines eligibility percentage has decreased, Seller reserves the right to invoice Customer for the difference between the originally approved percentage and the decreased percentage per USAC terms and conditions.

ARTICLE II – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR PRODUCTS AND PROFESSIONAL SERVICES

1. **TITLE; RISK OF LOSS.** Title, ownership, and risk of loss of hardware sold pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer. Title and ownership of software delivered to Customer pursuant to the terms and provisions of this Agreement shall remain solely with its licensor. Risk of loss of software delivered to Customer pursuant to the terms and provisions of this Agreement shall pass to Customer upon delivery to Customer.

2. **SECURITY INTEREST.** Seller reserves a purchase money security interest in and to the Products (together with the cost of any Professional Services related thereto) sold hereunder as security for performance of Customer’s obligations. Seller may file the Agreement (together with any attachments thereto) to perfect such interest.

3. **WARRANTIES; DISCLAIMERS; SOFTWARE LICENSES.** Seller represents and warrants that, immediately prior to the sale of a Product to Customer, Seller will be the lawful owner thereof, free and clear of any liens and encumbrances (other than those that may arise under the terms and provisions of this Agreement). In addition, Seller represents and warrants that Seller has the full right, power, and authority to sell, deliver, or provide the Product to Customer.

(a) **Product Warranties.** Products are warranted to Customer either directly by the original equipment manufacturer (“OEM”) or by Seller.

1) **Direct OEM Warranty.** Customer receives the OEM’s warranty in effect at the time of delivery with respect to hardware purchased and/or software licensed hereunder. Except for the warranties of title and rightful transfer, the OEM warranty is Customer’s sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

2) **Indirect OEM Warranty.** If Customer does not receive the Product warranty directly from the OEM, then Seller warrants the Products to Customer to the same extent and term as the OEM warrants the Products to Seller. Upon request, Seller will provide such warranty information to Customer. Except for the warranties of title and rightful transfer, the OEM warranty is Customer’s sole warranty with respect to such items. SELLER MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO OEM PRODUCTS.

3) Seller Warranty for Refurbished Products.

i) Products refurbished by Seller are warranted for a term of one (1) year from either (i) the date of Product delivery if the Product is installed by Customer; or (ii) the date of Product installation if the Product is installed by Seller.

ii) This warranty does not extend to Products or Product components that have had their serial numbers, date of manufacturing, or OEM labels removed, defaced, or altered, nor does this warranty cover any of the following: counterfeit parts; repair for damages to Products or Product components; or malfunctions caused by (i) misuse, neglect, power failures, power surges, lightning, fire, flood, or accident; (ii) use of products or facilities supplied by others; (iii) failure to follow installation, operation, or maintenance instructions; (iv) failure to permit remote access; or (v) force majeure conditions specified in Article I, Section 5 of this Attachment A.

(b) **Professional Services Warranty.** Professional Services are warranted for thirty (30) days from the date on which such Professional Services are completed. Professional Services will be performed in a good and workmanlike manner by qualified personnel.

(c) **Warranty Procedures and Disclaimers.** The terms and provisions of this Article II, Section 3(c) apply to all Products and Replacement Products provided hereunder.

1) If a Product or a Replacement Product does not conform to the Product warranty during the warranty period, Customer shall promptly notify Seller in writing of such non-conformance, which shall be stated in detail sufficient to describe both the problem and its symptoms. Seller or the OEM (as the case may be), at its option, will either (i) repair the Product so that the Product conforms to the Product warranty; or (ii) replace the Product with a Product that conforms to the Product warranty ("Replacement Product"). Replacement Products are warranted as outlined above for the remainder of the original applicable Product warranty period. Replaced Products become the property of Seller. Seller will not charge Customer for the Replacement Product. Seller, however, may charge Customer for the time that is incurred to diagnose the problem and to repair or replace the Product, if the problem is not covered by the Product warranty.

2) THE EXPRESS WARRANTIES HEREIN CONTAINED ARE IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH SELLER DISCLAIMS AND ARE EXCLUDED. SELLER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE PRODUCTS OR SERVICES PROVIDED HEREUNDER. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE IMMUNE FROM OR WILL PREVENT EITHER FRAUDULENT INTRUSION OR UNAUTHORIZED USE. SELLER WILL NOT BE RESPONSIBLE FOR UNAUTHORIZED USE (OR CHARGES FOR SUCH USE) OF COMMON CARRIER TELECOMMUNICATIONS SERVICES OR FACILITIES ACCESSED THROUGH OR CONNECTED TO THE PRODUCTS (TOLL FRAUD). UNLESS OTHERWISE AGREED IN THIS AGREEMENT, CUSTOMER IS SOLELY RESPONSIBLE FOR ENSURING THAT CUSTOMER'S NETWORKS AND SYSTEMS ARE ADEQUATELY SECURED AGAINST UNAUTHORIZED INTRUSION.

3) If the Products are to be used either on or to support Telephony over Transmission Control Protocol/Internet Protocol (TCP/IP) facilities, Seller requires that a network assessment be performed prior to installation to determine network performance, reliability, and security. In the event that Customer either refuses to authorize a pre-installation network assessment or fails to follow Seller's reasonable recommendations after Seller performs the network assessment, and if performance problems are encountered and determined to be associated with network performance, reliability, or security issues, Customer shall be solely responsible for all costs associated with a post-installation network assessment and network reconfiguration.

(d) **Software Licenses.** Customer agrees that it has read, understood, and will abide by the terms and provisions of the software license(s) pertinent to the Products provided hereunder. Such software licenses may be found on the Internet at <http://convergeone.com/support/end-user-license-agreements-and-product-warranties/>. Seller Software licenses, as identified in the Solution Summary, may be found in the Statement of Work corresponding to the Solution Summary.

4. **PROFESSIONAL SERVICES AND TIMING.** Professional Services not specifically itemized are not provided. CUSTOMER IS SOLELY RESPONSIBLE FOR SYSTEM BACK-UP PRIOR TO COMMENCEMENT OF PROFESSIONAL SERVICES OR INSTALLATION OF A PRODUCT.

ARTICLE III – ADDITIONAL TERMS AND CONDITIONS SPECIFIC FOR MANAGED SERVICES**1. DEFINED TERMS OF ARTICLE III.**

(a) "EULA" is an acronym used to refer to an End User License Agreement.

(b) "Managed Products" are all hardware and/or software identified on the Solution Summary for which the Managed Services are to be provided.

(c) "Managed Sites" are the locations specified on the Solution Summary.

2. PROVISION AND SCOPE OF MANAGED SERVICES.

(a) **Order Form and Provision of Managed Services.** Seller will provide the Managed Services for Managed Products at Managed Sites, as described further in the Solution Summary that references the Agreement. The Price set forth on the Solution Summary for Managed Services is based on the number of active Managed Products. Seller, at its discretion, will perform a true-up on a quarterly basis to reconcile future billing on any Managed Products that have been added (activated) or removed (deactivated) during the previous period.

(b) **Monitoring.** Seller may electronically monitor Managed Products for the following purposes: (i) to perform and analyze diagnostics from a remote location and to take corrective actions, if necessary; (ii) to determine system configuration and applicable charges; (iii) to verify compliance with applicable software license terms and restrictions; (iv) to assess Customer needs for additional products and/or Managed Services; and (v) as otherwise provided in the Solution Summary.

(c) **General Limitations.** Seller will not provide Managed Services for Managed Products that have been misused, used in breach of the terms and provisions of their respective license, improperly installed or configured, or that have had their serial numbers altered, defaced, or deleted.

3. CUSTOMER RESPONSIBILITIES FOR MANAGED SERVICES.

(a) **Provision of Managed Products.** Customer will provide all Managed Products and Managed Sites. Customer continuously represents and warrants that (i) Customer is either the owner of, or is authorized to access and use, each Managed Product and each Managed Site; and (ii) Seller and its suppliers and subcontractors are authorized to do the same to the extent necessary to provide the Managed Services in a timely manner.

(b) **Moves of Managed Products.** When Customer seeks to move any Managed Products, Customer will notify Seller. Only Seller or its authorized agent may move Managed Products. Seller may charge additional amounts to recover any additional costs incurred by Seller in providing the Managed Services that result from the move of Managed Products by a party other than Seller or its authorized agent.

(c) **Identification Tags.** Customer will not remove any identification tags or other markings from any Managed Product.

4. **TITLE AND RISK OF LOSS OF MANAGED PRODUCTS.** Except for Products provided by Seller to Customer under the terms and provisions of this Agreement, title to the Managed Products will have passed to Customer pursuant to the terms and provisions of a separate agreement under which Customer originally obtained the Managed Products. Customer will bear the risk of loss, theft, destruction, or damage to the Managed Products (each, a "Loss"), and Customer will promptly provide written notice to Seller of any Loss that occurs. Customer, at its expense, will maintain insurance against Losses to the Managed Products for the full replacement value of the Managed Products. Upon Seller's request, Customer will provide Seller with evidence of this insurance.

5. **SOFTWARE LICENSE FOR MONITORING SOFTWARE INCLUDED IN MANAGED SERVICES.** Customer understands that Seller may license software from a third party to provide the Managed Services for which Customer may have access to certain functionality. Customer may use such software in accordance with the terms and conditions of any end user license agreement accompanying such software, whether the terms and conditions of the end user license be in "shrinkwrap," "clickwrap," or some other form.

6. TERM AND TERMINATION RIGHTS OF MANAGED SERVICES.

(a) **Managed Services Term.** Unless a different term is specified on the Solution Summary, or in the Statement of Work corresponding to such Solution Summary, Seller will provide the applicable Managed Services for a term ("Managed Services Term") of one (1) year.

(b) Termination Rights of Managed Services.

1) **For Convenience.** Unless otherwise specified on the Solution Summary, or in the Statement of Work, Customer may terminate Managed Services, in whole or in part, upon providing Seller with thirty (30) days advance written notice; provided, however, that Customer shall be liable to Seller for the lesser amount due for Managed Services for (i) twelve (12) months; or (ii) the remainder of the Managed Services Term.

2) **For Cause.** Either Party may terminate the pertinent Managed Services included in a Solution Summary without liability to the other Party by providing written notice to such other Party if such other Party (a) fails to cure any material breach of the terms and provisions of the Agreement or the applicable Managed Services included in such Solution Summary within a thirty (30)-day period after it has received from the non-breaching Party a written notice that details the breach and requests that the breach be cured; or (b) becomes insolvent or insolvency proceedings are instituted against such other Party.

7. MANAGED SERVICES WARRANTIES; DISCLAIMERS.

(a) **Managed Services Warranty.** Seller represents and warrants to Customer that the Managed Services will be performed in a professional and workmanlike manner by qualified personnel and in accordance with the terms and provisions of the Agreement and the Solution Summary. If the Managed Services have not been so performed and if within thirty (30) days after the performance of the Managed Services Customer provides to Seller written notice of such non-compliance, then Seller, at its option, will re-perform the Managed Services, correct the deficiencies, or render a prorated refund based on the original charge for the deficient Managed Services. The warranty remedies expressly provided in this Section will be Customer's sole and exclusive remedies for breach of warranty claims only.

(b) EXCEPT AS REFERENCED AND LIMITED IN THIS ARTICLE III, SECTION 7 OF ATTACHMENT A, NEITHER SELLER NOR ITS LICENSORS OR SUPPLIERS MAKE ANY OTHER EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE MANAGED SERVICES. IN PARTICULAR, THERE IS NO WARRANTY THAT ALL SECURITY THREATS AND VULNERABILITIES WILL BE DETECTED OR THAT THE MANAGED SERVICES WILL RENDER ANY PRODUCT SAFE FROM SECURITY BREACHES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SELLER DISCLAIMS ALL OTHER EXPRESS, IMPLIED, AND STATUTORY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, NON-INFRINGEMENT AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

	FY2021	FY2022		
	Actual	Actual	Budget	Budget diff Over (Under)
Capital Improvement Revenue				
Interest on Idle Funds	754.80	901.60	1,302.00	(400.40)
Transfer	51,463.00	-	-	-
Revenue Total	52,217.80	901.60	1,302.00	(400.40)
Capital Improvement Fund Total	52,217.80	901.60		
Treasurer's Balance 12/31/2021		150,094.33		
Treasurer's Balance 12/31/2022		150,995.93		

	FY2021	FY2022		
	Actual	Actual	Budget	Budget diff Over (Under)
Employee Benefit Revenue				
Property Tax	8,863.51	12,687.69	11,942.00	745.69
Revenue Total	8,863.51	12,687.69	11,942.00	745.69
Expense				
Payroll Expenses	11,986.36	10,230.54	11,942.00	(1,711.46)
Expense Total	11,986.36	10,230.54	11,942.00	(1,711.46)
Employee Benefit Fund Total		2,457.15		
Treasurer's Balance 12/31/2021		4,109.63		
Treasurer's Balance 12/31/2022		6,566.78		

	FY2021	FY2022		
	Actual	Actual	Budget	Budget diff Over (Under)
General Fund Revenue				
Donations	8,102.38	8,975.03	11,507.00	(2,531.97)
Interest on Idle Funds	66.05	2,107.22	-	2,107.22
Property Tax	249,990.19	262,594.16	231,388.00	31,206.16
Revenue Total	258,158.62	273,676.41	242,895.00	30,781.41
Expense				
Collection and Programs	25,471.48	21,605.24	38,000.00	(16,394.76)
Operating Expense	79,420.83	66,311.18	60,000.00	6,311.18
Wages	117,242.87	105,911.22	140,000.00	(34,088.78)
Transfer	51,463.00	-	25,000.00	(25,000.00)
Capital Outlay	15,304.91	-	37,370.00	(37,370.00)
Expense Total	288,903.09	193,827.64	300,370.00	(106,542.36)
General Fund Total		79,848.77		
Treasurer's Balance 12/31/2021		127,731.53		
Treasurer's Balance 12/31/2022		207,580.30		

E-Rate Bid Assessment Worksheet

Funding Year 2023

Project or Service Description

This evaluation worksheet is for Category 2 services only.

Vendor Scoring (use additional worksheets if necessary)

Selection Criteria	Weight*	Vendor # 1		Vendor # 2		Vendor # 3		Vendor # 4		Vendor # 5		Vendor #6	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price of eligible goods and services	45%	4	1.8	1	0.45	3	1.35	5	2.25		0		0
Meeting Bid Specifications	40%	5	2	1	0.4	5	2	5	2		0		0
Price of ineligible eligible goods and services	5%	5	0.25	5	0.25	5	0.25	5	0.25		0		0
Past Experience with vendor	10%	5	0.5	1	0.1	3	0.3	4	0.4		0		0
Overall Ranking	100%	4.55		1.2		3.9		4.9		0		0	

Vendor Selected: Twotrees
 Approved By: Christy Brice
 Title: Library Board President
 Date: 2/6/2023

Bid Assessment Comments, if needed:
 Vendor #1 = ConvergeOne; Vendor #2 = Electronaca; Vendor #3 = NCS;
 Vendor #4 = Twotrees

Notes:
 * Percentage weights must add up to 100%. **Price must be weighted the heaviest.**
 ** Evaluated on a scale of 1 to 5: 1=worst, 5=best.
 *** Weight x Raw Score

Kansas Library Express

Participant Agreement for NEKLS Members January 1 – December 31, 2023

c/o Northeast Kansas Library System, 4317 West 6th Street, Lawrence, KS 66049
<http://kslibexpress.mykansalibrary.org/>

The undersigned library hereby expresses its intent to participate in the Kansas Library Express courier service from January 1 through December 31, 2023. The base fee is \$1,690 for service 3 days/week. **NEKLS is subsidizing the base fee** so that the cost to NEKLS member libraries for 3 days/week service is \$325. School year (9 month) cost is \$245.

The base fee for 5 days/week is \$3,850. **NEKLS is subsidizing the base fee** so the cost is \$2000 with *additional reductions for libraries with budgets of less than \$200,000*. (See schedule below.) Any library that shipped over 7,000 items between December, 2021 and November 2022 is required to receive service 5 days per week.

The Northeast Kansas Library System is paying all high-volume surcharge fees for NEKLS member libraries. Volume charges are based on reports of prior year shipping.

The annual charge will be billed and payable prior to March 1, 2023. Libraries closed for one month or more may suspend delivery. Charges are pro-rated for the months no service is received. **Participation in KICNET state-wide interlibrary loan is required. Libraries should maintain a minimal postage budget to allow for occasional shipments by mail to libraries not participating in Kansas Library Express. Libraries are required to submit courier statistics monthly. Failure to do so could result in additional fees or loss of service.**

Sign and return this form and the participant directory form to the NEKLS office. Libraries that request fiscal year invoicing will not be billed until after July 1, 2023.

Name of Library: _____

Authorized Signature: _____

Title: _____ **Date:** _____

Check number of days per week courier service is requested:

_____ 3 days/week: \$325

_____ 3 days/week for 9 months school year: \$245

_____ 5 days/week: \$2,000

_____ 5 days/week: \$1,700 or 1.5% of library's total 2022 expenditures whichever is less. (*This rate is available only to libraries with budgets of less than \$200,000.*)

Kansas Library Express

Interlibrary Courier Service 2023 Participant Directory Form

Library information: (Please print)

Library Name: _____

Physical Address: _____

City: _____ Zip _____

Phone (With Area Code): _____

Library Hours: Mon _____; Tues _____; Wed _____;

Thurs _____; Fri _____

Billing contact information:

Contact Name: _____

Billing address: _____ Email: _____

City: _____ Zip _____

Library Staff email address:

Name(s): _____

Phone (With Area Code): _____

Staff email: _____

(Include all names and email addresses for staff who should receive courier-related messages and reminders.)

GORDONCPA

AUDITING
ACCOUNTING
CONSULTING

4205 W 6th St Ste C
Lawrence, KS 66049

(785) 371-4847
cpagordon.com

February 16, 2023

Linwood Community Library
19649 Linwood Rd.
Linwood, Kansas 66052

KSA 75-1124 requires that you file an electronic copy of the December 31, 2021, agreed upon procedures report with the Office of the Chief Financial Officer. Reports submitted electronically should have the audited financial statements emailed to armunis@da.ks.gov in a .PDF format. The pdf file should be named as follow: [name of municipality in lower case] [audit year] [two letter county abbreviation in upper case]. A check for \$175 payable to the Office of the Chief Financial Officer should be mailed to:

Office of the Accounts and Reports
Municipal Services Section
700 SW Harrison, Suite 300
Topeka, Kansas 66603

Please let me know if you have any questions.

Cordially,

Sean Gordon, CPA



Twotrees Technologies, LLC
 200 North Emporia St
 Suite #300
 Wichita, Kansas 67202
 United States
 (P) 800-364-5700
 (F) 316-636-2166







Quotation (Open)	
Date	Jan 19, 2023 04:43 PM CST
Modified Date	Jan 19, 2023 04:45 PM CST
Quote #	38955 - rev 1 of 1
Description	E-Rate 2023 - Meraki
SalesRep	Schunn, Casey (P) 316-634-4315
Customer Contact	Moreland-Sender, Sharon (P) (913) 301-3686 director@linwoodlibrary.org

Customer
 Linwood Library (LL2555)
 Moreland-Sender, Sharon
 19649 LINWOOD RD
 Linwood, KS 66052
 United States

Bill To
 Linwood Library
 Receivable, Accounts
 19649 LINWOOD RD
 Linwood, KS 66052
 United States
 (P) 913-301-3686

Ship To
 Linwood Library
 Moreland-Sender, Sharon
 19649 LINWOOD RD
 Linwood, KS 66052
 United States
 (P) (913) 301-3686
 director@linwoodlibrary.org

Customer PO:	Terms: Undefined	Ship Via: UPS Ground
Special Instructions:		Carrier Account #:

#	Image	Description	Part #	Qty	Unit Price	Total
1		MX75 Router/Security Appliance	MX75-HW	1	\$1,475.00	\$1,475.00
2		Meraki MX75 Ent Lic and Supp, 5YR	LIC-MX75-ENT-5Y	1	\$1,790.00	\$1,790.00
3		Cisco Meraki MR44 Wireless access point - Wi-Fi 6 - 2.4 GHz, 5 GHz - DC power - cloud-managed	MR44-HW	1	\$766.00	\$766.00
4		Cisco Meraki Enterprise Cloud Controller Subscription license (5 years) - 1 access point - hosted	LIC-ENT-5YR	1	\$264.00	\$264.00
5		Cisco Meraki Cloud Managed MS120-24P Switch - managed - 24 x 10/100/1000 + 4 x Gigabit SFP - desktop, rack-mountable - PoE (370 W)	MS120-24P-HW	1	\$1,940.00	\$1,940.00
6		Cisco Meraki Enterprise Subscription license (5 years) + 5 Years Enterprise Support - 1 switch - for P/N: MS120-24P-HW	LIC-MS120-24P-5YR	1	\$274.00	\$274.00

These prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.

Subtotal: \$6,509.00
Shipping: \$0.00
Total: \$6,509.00

Quote is valid until E-Rate 471 closing date.

Twotrees SPIN is 143004463

USF Contingency

This contract is contingent upon your district receiving Universal Services Fund funding approval and Board of Education approval.

Twotrees Technologies

By: _____

Name: _____

Title: _____

Date: _____



Customer:

By: _____

Name: _____

Title: _____

Date: _____

DRAFT



Universal Service
Administrative Co.

FCC Form 470 – Funding Year 2023

Form 470 Application Number: 230012349

Linwood FY23 470

Billed Entity

LINWOOD LIBRARY
19649 LINWOOD RD
LINWOOD, KS 66052
LEAVENWORTH
913-301-3686

washburnm@linwoodlibrary.org

Billed Entity Number: 137573

FCC Registration Number: 0011918422

Contact Information

Ben Mauk
benmauk@eratesolutions.com
785-840-0100

Application Type

Applicant Type: Library

Recipients of Services: Public Library

Number of Eligible Entities: 1

Consulting Firms

Name	Consultant Registration Number	Phone Number	Email
eRate Solutions, L.L.C.	16024804	866-333-7283	eddieholt@eratesolutions.com

Consultants

Name	Phone Number	Email
Ben Mauk	785-840-0100	benmauk@eratesolutions.com

RFPs

Id	Name
14478146	Linwood Community Library RFP Internet Access Specs for FY23

Category One Service Requests

Service Type	Function	Function Other Description	Minimum Capacity	Maximum Capacity	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs
Data Transmission and/or Internet Access	Internet Access and Data Transmission Service		200 Mbps	1 Gbps	1	1	Each	Yes	14478146

Description of Other Functions

Id	Name
	<p>Narrative</p> <p>Actively seeking 200x40mb DSL/CABLE internet access for FY23. Minimum 200MB DSL or Cable internet access and transport with static IP options. Please submit bids for bandwidth levels up to 1GIG.</p> <p>OR</p> <p>Minimum 200MB FIBER internet access and transport with static IP and/or Managed Fiber Service with Router (if needed). Please submit bids for bandwidth levels up to 1GIG. Please see RFP for bidding information.</p>

Category Two Service Requests

Service Type	Function	Manufacturer	Manufacturer Other Description	Entities	Quantity	Unit	Installation and Initial Configuration?	Associated RFPs

DRAFT

Description of Other Manufacturers

Id	Name
----	------

Narrative

Technical Contact

State and Local Procurement Restrictions

--

Billed Entities

Billed Entity Number	Billed Entity Name
137573	LINWOOD LIBRARY