

Sally Baumer

Subject: FW: Important E-rate question

From: Tim Walker [mailto:twalker@ena.com]

Sent: Thursday, August 17, 2017 4:34 PM

To: Brian Sturgeon <brian.sturgeon@sdsc.k12.in.us>; Sally Baumer <sally@adtecerate.com>

Subject: RE: Important E-rate question

Brian,

My apologies for the delay. The following is what I received:

Below is the detail which has been requested for South Dearborn managed service.

South Dearborn's e-rate filing represents management of 16 Aerohive SR214P switches, 106 Aerohive AP 330 wireless appliances, and 95 Aerohive - AP 230 wireless appliances.

Please let us know if you may need any more information.

If this doesn't satisfy the request, please let me know.

Thanks,

Tim

Tim Walker
Account Services Manager
Education Networks of America
320 N. Meridian St., Suite 118
Indianapolis, IN 46204
Desk: 317-612-2891
Mobile: 812-296-1939
Fax: 317-612-2899

From: Brian Sturgeon [mailto:brian.sturgeon@sdsc.k12.in.us]

Sent: Wednesday, August 09, 2017 2:22 PM

To: Tim Walker <twalker@ena.com>; Sally Baumer <sally@adtecerate.com>

Subject: Re: Important E-rate question

Tim - Any update?

On Mon, Aug 7, 2017 at 10:21 PM, Tim Walker <twalker@ena.com> wrote:

Brian,

I requested this information last week when I first received the email. I checked again this morning and was told it's in process. I'm hopeful I'll have it tomorrow but certain we will have it back to you to meet the stated deadline.

Tim

Tim Walker
Account Service Manager
Education Networks of America
320 N. Meridian St., Suite 118
Indianapolis, IN 46204
Office: [317-612-2891](tel:317-612-2891)
Mobile: [812-296-1939](tel:812-296-1939)
Fax: [317-612-2899](tel:317-612-2899)
ENA Customer Technical Assistance Center: [888-612-2880](tel:888-612-2880)

On Aug 7, 2017, at 6:46 PM, Brian Sturgeon <brian.sturgeon@sdsc.k12.in.us> wrote:

Tim - Can you please provide this info? Thanks.

----- Forwarded message -----

From: **Sally Baumer** <sally@adtecerate.com>
Date: Thu, Aug 3, 2017 at 11:25 AM
Subject: Important E-rate question
To: "Brian.Sturgeon@sdsc.k12.in.us" <Brian.Sturgeon@sdsc.k12.in.us>

Brian,

The E-rate reviewer needs the quantity, make, and model number of the equipment being managed by ENA. The due date is 8-15-17, however, I would like to turn this around by the 11th if possible.

Contact me with any questions.

Thanks for your help,

Sally

Sally Baumer

E-rate Consultant

AdTec, Inc

P.O. Box 97

Centerville, Indiana 47330

Toll-free: [866-855-1845](tel:866-855-1845), ext 1003

Telephone: [765-855-1612](tel:765-855-1612)

Fax: [765-855-1615](tel:765-855-1615)

www.adtecerate.com

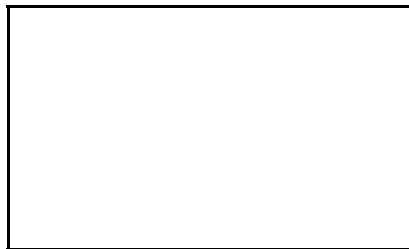
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Brian Sturgeon, Director of Technology

E: brian.sturgeon@sdsc.k12.in.us

T: [812-926-2090](tel:812-926-2090) | **F:** [812-926-4216](tel:812-926-4216)

www.sdsc.k12.in.us



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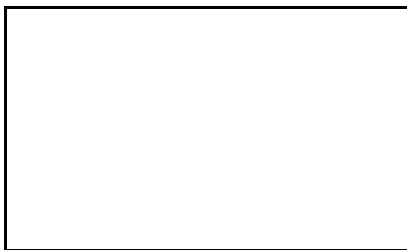
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Brian Sturgeon, Director of Technology

E: brian.sturgeon@sdscsc.k12.in.us

T: 812-926-2090 | **F:** 812-926-4216

www.sdscsc.k12.in.us



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#130514 - SOUTH DEARBORN COMM SCH CORP

MANAGE CONTRACTS

- SummaryCustomer ServiceModificationsAdditional InformationDiscount RateContractsFCC FormsFRN AppealsNews
- Related Actions

Submitted Contracts / Contract #20743

Contract #20743

Contract Information

Nickname	ENA Air Managed Services	Contract ID	20743
Can Other Applicants Piggy Back Off This Contract?	No	Contract Number	N/A
Piggy Backed Off Another Contract?	No	Based on a State Master Contract?	No
		Based on a Multiple Award Schedule?	No

Establishing FCC Form 470

User-entered Establishing FCC Form 470 #	107320001342737	Number of Bids Received	1
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Service Provider

Service Provider	ENA Services, LLC (SPIN: 143030857)	Account Number	N/A
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Contract Dates

Award Date	4/15/2015	Multi-Year Contract?	Yes
Includes Voluntary Extensions?	No		

Pricing Confidentiality

There is no rule, statue, or other restriction which prohibits publication of the specific pricing information for this contract.

Supporting Documents

Document	Description
2015-2020 ENA Air Managed Services	2015-2020 ENA Managed Air Services



ENA AIR MANAGED SERVICE AGREEMENT

This ENA AIR MANAGED SERVICE AGREEMENT ("Agreement") is by and between ENA Services LLC, a Delaware limited liability company having its principal place of business at 618 Grassmere Park Drive, Suite 12, Nashville, TN 37211 ("ENA"), and the customer ("Customer") identified below.

Customer agrees to be bound by the terms and conditions of this Agreement and warrants that all information provided by Customer to ENA is true and accurate. Customer understands that ENA has discretion over whether to accept or reject Agreement, and the Agreement will not be binding on either party unless Customer has been notified by ENA of such acceptance by an indicated Effective Date in the space below.

Customer Name ("Customer"):	South Dearborn Community School Corporation
Customer Representative	Mr. Brian Sturgeon
Customer Title	Director of Technology
Billing Address: Service Address:	6109 Swine Place 408 Green Boulevard Aurora, Indiana, 47001
Billing Phone Number: Service Phone Number:	(812) 926-2090
Fax Number:	(812) 926-4216
Email Address:	brian.sturgeon@sdcsc.k12.in.us
Effective Date*:	*To be filled in on acceptance by ENA
Activation Date:	*Date service is operational on customer premise(s)

SECTION 1: SERVICES

1.1 Services

Subject to the terms and conditions of this Agreement, Customer shall purchase from ENA, and ENA shall provide Customer, the ENA Air Service and other services set forth in the ENA Air Managed Service Proposal, attached hereto as Attachment 1 (the "Services"). ENA offers multiple options for its ENA Air Managed Wi-Fi service. Customer has chosen the following marked option:

☒ Full ENA Air Managed Service (with cabling) – 25 locations

☐ ENA Air Managed Service with customer-provided cabling

1.2 Changes. Customer acknowledges that the equipment, software, hardware, specifications, standards, protocols, performance, and functionality of data networking systems and services are subject to change. ENA may add, delete or change the equipment, software, hardware, or other features of the Services, at its discretion, upon providing written notice to Customer.

1.3 Non-Exclusive Arrangement. Customer acknowledges and understands that this is a non-exclusive arrangement and nothing herein shall preclude ENA from providing Services or related services to any third party, or from authorizing third parties to make Services available to their customers.

ENA AIR MANAGED SERVICE AGREEMENT

the Annual Fee. The Annual Fee may not be increased by a percentage greater than the yearly rate of inflation set forth the latest available 12-month CPI Index. As used herein "CPI Index" means the Consumer Price Index for all Urban Consumers (CPI- U), All Items, U-S Average, which is now compiled with the U.S. Department of Labor, and shall mean and include such other index or statistics as may succeed it.

3.2 Termination For Cause

Either party may terminate this Agreement if the other party materially breaches any term or condition of this Agreement and fails to cure such breach, if capable of cure, within thirty (30) days after receipt of written notice of the same. If ENA terminates this Agreement due to a breach by Customer, Customer shall pay a termination fee equal to the total remaining outstanding fees for the Initial Term, or, if the Initial Term has expired, a termination fee equal to the Annual Fee for one (1) year.

3.3 Termination Without Cause

Customer may terminate this Agreement without cause at any time upon ninety (90) days' notice during the Initial Term or thirty (30) days' notice during any Renewal Term, provided that Customer pays a termination fee equal to the total remaining outstanding fees for the Initial Term, or, if the Initial Term has expired, a termination fee equal to the Annual Fee for one (1) year.

3.4 Termination for Upgrade

After the expiration of the Initial Term, Customer may at any time request a new ENA Air Managed Service Agreement based on newly provided technology relating to ENA Services, features, functionality, and the most recently ratified IEEE 802.11 standards at the time of the request, to the extent ENA has made such new technology, Services, features, and functionality publicly available. Upon the execution of a new agreement, this Agreement shall automatically terminate. No termination fee shall be required.

3.5 Liquidated Damages

The parties specifically agree that the damages which ENA would incur arising from any breach or early termination of this Agreement by ENA are based upon future facts and conditions which are difficult for the parties to presently predict, anticipate, ascertain or calculate. The parties further agree that such liquidated damages, as determined herein, are based upon the best efforts of the parties to estimate the nature and amount of ENA's actual damages, are not penal in nature, and are intended to place ENA in the same position it would have achieved, had this Agreement been fully performed by the parties according to the original terms.

SECTION 4: CUSTOMER OBLIGATIONS

4.1 Acceptable Use Policy

Customer shall at all times abide by ENA's Acceptable Use Policy, as set forth at the webpage <http://www.ena.com/aup>, or as otherwise made available to Customer, and as amended from time to time at ENA's discretion. Customer is responsible for ensuring that all of its employees, agents, contractors, customers, or others who use the Services through Customer's account abide by the Acceptable Use Policy.

4.2 Restrictions on Use

Customer shall not, and shall not permit others, to reproduce, reverse engineer, de-compile, disassemble, alter, translate, modify, adapt, market, resell, or sublease any of the Services or any software or materials provided by ENA in connection therewith.

ENA AIR MANAGED SERVICE AGREEMENT

5.3 Mandated Disclosures

The receiving party may disclose Confidential Information if the receiving party is compelled, or reasonably anticipates that it will be compelled, by binding orders of governmental entities that have jurisdiction over it or as otherwise required by law, provided that the receiving party: (1) gives the disclosing party reasonable written notice to allow the disclosing party to seek a protective order or other appropriate remedy (except to the extent the receiving party's compliance with the foregoing would cause it to violate a court order or other legal requirement), (2) discloses only such information as is required by the governmental entity or otherwise required by law, and (3) uses commercially reasonable efforts to obtain confidential treatment for any Confidential Information so disclosed.

SECTION 6: DISCLAIMERS AND LIMITATIONS OF LIABILITY

6.1 Disclaimer

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. ENA DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE.

6.2 Consequential Damages Waiver

In no event will either party be liable or responsible to the other party for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, interruption or loss of use of Services or equipment, arising from or relating to this Agreement or the Services, even if advised of the possibility of such damages, whether arising under any theory of contract, tort (including negligence), strict liability, or otherwise.

6.3 Limitation of Liability

Except for the willful misconduct of ENA, ENA will not be liable for unauthorized access to Customer's transmission facilities or premise equipment or for unauthorized access to or alteration, theft or destruction of Customer's data files, programs, procedures or information through accident, fraudulent means or devices, or any other method, regardless of whether such damage occurs as a result of ENA's negligence. ENA's liability for damages to Customer for any cause whatsoever, regardless of form of action, shall be limited to the amounts paid by Customer to ENA for the Service giving rise to the claim during the one year period preceding the incident giving rise to the claim for damages.

6.4 Indemnification

Customer agrees to defend, indemnify and hold ENA harmless from and against any claim or demand asserted by any third party due to or arising directly or indirectly out of any action or inaction of Customer and/or Customer's use of the Services provided hereunder.

6.5 No ISP Services Per This Agreement

Customer acknowledges and agrees that the Services provided under this Agreement are limited to the acquiring, provision, and management of a wireless local area network as set forth in Attachment 1. Customer is responsible for the provision and maintenance of internet service to the wireless local area network established by ENA. Customer may request that ENA be Customer's internet services provider, in which event the terms and conditions for such services shall be set forth in a separate agreement.

ENA AIR MANAGED SERVICE AGREEMENT

the parties all consent to the jurisdiction of such courts and hereby waive any jurisdictional or venue defenses otherwise available to it.

8.5 Agreement Binding on Successors

The provisions of the Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their heirs, administrators, successors and assigns.

8.6 Assignability

Neither party may assign this Agreement or the rights and obligations thereunder to any third party without the prior express written approval of the other party, which shall not be unreasonably withheld. Notwithstanding the foregoing, ENA may assign this Agreement in connection with any sale of all or substantially all of the assets of ENA, or of the business division of ENA through which the Services are provided.

8.7 Waiver

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same of other provisions of this Agreement.

8.8 Severability

If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from the Agreement.

8.9 Integration

This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and revokes and supersedes all prior agreements between the Parties and is intended as a final expression of their Agreement. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement. This Agreement shall take precedence over any other documents which may conflict with this Agreement.

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be duly executed by their authorized representatives and delivered in duplicate as of the date first written below

ENA:

CUSTOMER:

ENA Services LLC

Signed by: _____
Print Name: _____
Title: _____
Date: _____

Signed by: Brian Sturgeon
Name: Brian Sturgeon
Title: Director of Technology
Date: 4/15/15

South Dearborn CSC Managed - #171031202

Follow

Respond to Inquiries

Apply Summer or Winter...

Submit Modification Req...

Pending Inquiries

Read	Notice	Name	Outreach Type	Assigned By	Title	Phone #	Assigned Date	Due Date	Extn.	Status
No Pending Inquiries.										

Submitted Inquiries



Name	Outreach Type	Answered By	Assigned Date	Answered Date
Eligibility of Products and Services	E-Rate Information Request	Sally Baumer	8/9/2017 9:58 AM EDT	8/18/2017 4:22 PM EDT

Eligibility of Products and Services

Issue

USAC's Program Integrity Assurance (PIA) team is currently reviewing your FCC Form 471 application, and we have identified an issue that we need you to help us resolve.

What is the issue?
On your form, your FRN Product and Service detail was not sufficient to determine if the requested amount for FRN 1799067910 can be supported. This is an issue because before we can proceed with processing your form, we must validate the amount of your request.

Please read all of the questions, descriptions, and requests below. Please give enough detail, insight, and clarity to help the reviewers fully understand your specific situation.

Check the boxes for statements that apply, and where applicable, type the information requested into the text boxes. If your information is too detailed for the text box, or if you need to provide additional documentation, click "Browse" to upload relevant files or documentation.

Question(s)

This page will timeout after an extended period of inactivity. Please periodically save your work using the 'Save & Close' button below. You may then use your browser's 'Back' button to return to your work.

Your response to PIA's questions:

#	Question	Response
1	<p>Please provide vendor documentation which supports the funding request amount of \$3,255.00 per month for Managed and leased from a third party service provider (FRN 1799067910).</p> <p>Note: Any vendor documentation provided should clearly identify any ineligible charges that were cost allocated out of your request as well as the make and model of all product(s) or service(s) requested in this FRN. Example of a make and model number: Brand X Router 345J. Also, please be sure to explain any discrepancies between the amount requested and amount supported.</p>	Email from ENA for South Dearborn.pdf
	<p>If you would like to provide any additional information about these issues that have not been addressed above:</p> <p>Use the text box to type information, or upload additional documentation using the "Browse" button.</p>	<p>Please contact me with any additional questions or concerns. Thank you for your patience.</p>

Close

ENA Services LLC

Dept. 888149
Knoxville, TN 37995-8149
(615) 312-6000

Invoice

DATE	INVOICE #
3/31/17	129437

BILL TO
South Dearborn Community School Corporation Attn: Accounts Payable 6109 Squire Pl Aurora, IN 47001-1499

P.O. NO.	TERMS
	Net 30

0100.22360.430.0999

QUANTITY	DESCRIPTION	RATE	AMOUNT
0.30	Form 471 # 161010246, FRN # 1699019668 -- Charge for Managed Broadband at a 70% discount rate for Erate Funding Year 2016	\$ 3,255.00	\$ 976.50
1.00	Charge for ENA Air Service - no E-Rate	100.00	100.00
		Total	\$ 1,076.50