



*We Make **IT** Work!*

Union County Educational Services Commission Statement of Work

SOW #20210427AP64SW14

April 27, 2021

EXTREME 64 APS & 14 SWITCHES

**RESPONSE TO E-RATE FCC FORM 470
NUMBER 210013516**

PBG Networks SPIN/498 ID#: 143036540





*We Make **IT** Work!*

Table of Contents

Extreme 64 APs & 14 Switches.....	1
Section 1 Business Case	3
Section 2 Project Overview	4
2.1 Project Timeline	4
2.2 Assumptions and Responsibilities	4
2.3 Project-Specific Assumptions and Responsibilities	5
2.4 Project Scope.....	6
2.5 Change Orders.....	6
Section 3 Project Organization	7
3.1 Roles and Responsibilities.....	7
3.2 Project Management.....	7
3.3 Client Point of Contact	8
Section 4 Implementation Strategy	9
4.1 Phase 1-Hardware Delivered to PBG for Pre-Configuration	9
4.1.1 Phase 2-Installation of Edge and Core Switching Onsite	9
4.1.2 Phase 3-AP Hardware Delivered to PBG for Pre-Configuration.....	9
4.1.3 Phase 4-AP Hardware and Installation Onsite	9
4.1.4 Phase 4-UPS - (Optional)	9
4.2 Validation and Testing Methodology.....	10
4.3 Milestones and Dependencies.....	11
Section 5 Acceptance Criteria.....	12
Section 6 Services Warranty.....	13
Section 7 NDA and Confidentiality	14
Section 8 Affirmative action Language and Political Disclosures	17
Section 9 Project Billing (U.S. Dollars).....	19
9.1 Payment.....	19
9.2 Taxes	19
Section 10 Contract Vehicles	20
Section 11 Project Budget and Signoff	21



*We Make **IT** Work!*

SECTION 1 BUSINESS CASE

Union County Educational Services Commission, hereafter referred to as UCESC, is seeking to build out a network with switches capable of 10GB that will support new wireless AX technologies and provide a framework for the future.

This project also provides for coverage of the school with 64 wireless access points, one CloudIQ controller to manage all switches and APs, and installation services.

A solid network has truly become a must-have asset to a school district and not just a “nice thing to have”. By implementing this project, the school will benefit by creating a reliable network for use in teaching and administration to protect the investment. It will open possibilities for streamlining the network and using state-of-the-art management that will reduce network troubleshooting and lead to further cost savings.

This proposal also provides 5-years of support for switches and wireless.

Project success is dependent on UCESC adherence to “Client responsibilities” as outlined in Section 2 of this document.

UCESC Billed Entity Number: 122765

Application Number: 210013516

PBG Networks SPIN/498 ID#: 143036540

WSCA-NASPO Valuepoint Contract Numbers:

WSCA-NASPO Master Agreement is AR1471

WSCA-NASPO NJ State Contract Number is 87722



SECTION 2 PROJECT OVERVIEW

2.1 Project Timeline

This contract will commence at UCESC's discretion based on a schedule agreed upon by UCESC and PBG Networks, hereafter referred to as PBG. Scheduling cannot move beyond 'tentative' until a purchase order is received, and product lead times determined. In order to meet any scheduled deadlines, UCESC will need to send purchase orders and a signed contract to PBG promptly.

2.2 Assumptions and Responsibilities

- a) UCESC is to obtain all necessary permits lawfully required by the State, Local municipality, and all other jurisdictions and authorities to conduct the above noted Scope-of-Work and specifications.
- b) UCESC will designate an individual to support PBG technicians during on-site service calls, providing, for example, passwords upon request. Personnel is required to remain on-site with the support technician. If UCESC personnel leave early, PBG will not be responsible for delays or associated costs to complete tasks.
- c) UCESC will immediately advise PBG in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Service, including, without limitation, UCESC's failure or inability to perform a Client Obligation. Any Target Dates (though only an estimate) will be equitably adjusted by the parties (but in no event less than a day-for-day adjustment) in writing in the event of (a) any delay caused by UCESC's failure or inability to perform a Client Obligation; (b) any delay due to UCESC's request for changes (whether pursuant to a Change Order or otherwise); (c) any delay due to a third party's act, failure to act, or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of UCESC's action(s) or omission(s). No such delay will relieve or suspend UCESC's obligation to pay PBG under Section 11 of this SOW. Such delays will result in UCESC being billed for all goods and services received to date. In addition to such payment obligations, UCESC will pay for any and all costs and expenses incurred by PBG relating to re-staffing as a result of any delay caused by UCESC.
- d) Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without



*We Make **IT** Work!*

negligence of the parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire, and explosions, but the inability to meet financial obligations is expressly excluded.

- e) UCESC will restrict access to information not related to the project, including, but not limited to, proprietary customer business/financial information and personally identifiable information (PII).
- f) UCESC will maintain a backup of all data and programs on affected systems prior to PBG performing services and during the term of the project. PBG will not be responsible for backing up data.
- g) UCESC will be responsible for items not explicitly purchased through this proposal, including but not limited to hardware, software, licensing, and security certificates. Incorrect items ordered from another source may result in additional professional service charges (see Section 2.2c).
- h) During the performance of Services, UCESC is responsible for promptly notifying PBG in writing of:
 - Any changes UCESC makes to its technical environment that may impact PBG's completion of the project.
 - Any assumptions set forth herein that are incorrect.

2.3 Project-Specific Assumptions and Responsibilities

- a) UCESC must provide PBG the information it requires, in a timely manner, to successfully complete the project. This includes assistance to PBG in developing or providing documentation.
- b) UCESC will be responsible for providing PBG with any required passwords for the creation of an account for the sole purposes of PBG completing the project. At the conclusion of the project, UCESC will be responsible to disable, or otherwise secure, all logins used by PBG personnel during this project.
- c) UCESC will be responsible for furnishing the necessary security certificates. (Unless they opt for a self-signed certificate.)
- d) UCESC will be responsible for furnishing any network-related information, as needed.
- e) PBG will utilize commercial tools to access the environment being tested.



*We Make **IT** Work!*

- f) UCESC will be responsible for all data runs necessary to connect the equipment unless specified in this SOW.
- g) Project pricing assumes PBG will be allowed to work during normal business hours. If the project is moved to after-hours, this will be considered a change order and UCESC will be invoiced for the amount of contracted professional services x 1.5.
- h) UCESC is responsible to provide a lift if it is required for placement of equipment (for example, in the gym or auditorium).

2.4 Project Scope

The Project Excludes:

1. Any services noted as optional without additional scope purchased, or otherwise overridden by PBG in writing.
2. Any services, tasks, or activities other than those specifically noted in this document.
3. Procurement of any hardware and software other than those specifically noted in this document.
4. Physical or logical configuration of any component(s) not specifically noted in this document.
5. Specific configurations listed below:
 - a. Deploying Windows-based and/or non-simple topologies for vCenter Server.
 - b. Deploying Microsoft SCVMM, if applicable.

2.5 Change Orders

Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order"). If the Change Order is made via email to the other party's designated contact person, the receiving party will have 10 business days to reject the Change Order. If the said rejection is not made within the 10-business day period, the Change Order is deemed mutually accepted. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.



SECTION 3 PROJECT ORGANIZATION

3.1 Roles and Responsibilities

Role	Responsibility
Stakeholders UCESC	<ul style="list-style-type: none">➤ Ensure that the project is fully integrated with other key initiatives➤ Provide resources/personnel to support the project➤ Validate Mission, Scope, Strategic Objectives, and Deliverables➤ Facilitate the resolution of core issues affecting project success
Owner Damien Dimino UCESC	<ul style="list-style-type: none">➤ Provide overall day-to-day direction and guidance➤ Protect the project team against conflicting priorities➤ Arrange appropriate facility and equipment for training
Project Leader PBG Project Manager TBD PBG	<ul style="list-style-type: none">➤ Organize, structure, staff, and manage project➤ Compile and manage a detailed project plan➤ Identify required resources➤ Provide detailed day-to-day guidance and direction➤ Identify and facilitate a resolution to routine issues and high-threat problems➤ Coordinate the technical and functional training and testing
Functional Team Members (see below)	<ul style="list-style-type: none">➤ Execute and monitor project activities and tasks➤ Identify and facilitate a resolution to issues➤ Surface issues requiring management support➤ Test and validate converted content and system functionality

3.2 Project Management

PBG will assign a Project Manager who will act as a point of contact for implementation and technical issues, as well as scheduling. Before, during, or after the engagement, the Project Manager can be reached at 1.856.931.1604, option 2, between the hours of 9am to 5pm. If an emergency occurs outside of those hours, please contact PBG technical support by e-mailing support@pbgnetworks.com or call 1.856.931.1604, option 4, for immediate attention. PBG supplies 90 days of phone support for all educational clients with 4-hour response.



*We Make **IT** Work!*

3.3 Client Point of Contact

Prior to the commencement of Services, UCESC will indicate to PBG in writing a person to be the single point of contact (the “Client Contact”). The Client Contact will have the required authority to make project decisions.

The Client Contact will:

- Ensure adequate representation at all scheduled meetings and deliverable presentations.
- Distribute information internally to stakeholders in a timely manner.
- Have the authority to act for UCESC in all aspects of the Service, including bringing issues to the attention of the appropriate persons within UCESC’s organization and resolving conflicting requirements.
- Ensure that any communication between UCESC and PBG, including any scope-related questions or requests, are made through the appropriate PBG representative and that all project-related communication is carbon copied to the PBG representative.
- Provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- Provide technical points of contact, who have a working knowledge of the enterprise components to be considered during the Services (“Technical Contacts”).
- Obtain and provide project requirements, information, data, decisions, and approvals within a timely manner, as not to delay project delivery.
- Ensure the PBG personnel have reasonable and safe access to the project site, a safe working environment, an adequate office space, and parking as required. UCESC will provide any personal protective gear required while PBG personnel are onsite.



SECTION 4 IMPLEMENTATION STRATEGY

4.1 Phase 1-Hardware Delivered to PBG for Pre-Configuration

1. PBG Networks will receive all hardware to their office.
2. Upgrade all switches to the latest GA XOS.
3. Enable stacking configuration on all switches.
4. Disable spanning tree and enable ELRP.
5. Configure switching fabric.
6. Review UCESC existing configuration and scope VLAN design.
7. Distribute configuration to all X440 edge switches.
8. Distribute configuration to all X440 core switches.
9. Build redundant core capability.
10. Partial review and test functionality.

4.1.1 Phase 2-Installation of Edge and Core Switching Onsite

1. Rackmount all X440 edge switches and optics
2. Confirm all edge network traffic is functioning.
3. Rackmount both X440 core switches and optics.
4. Confirm all network traffic is functioning.

4.1.2 Phase 3-AP Hardware Delivered to PBG for Pre-Configuration

1. Have all equipment delivered to PBG Offices for setup and configuration.
2. PBG will setup our lab environment to emulate UCESC environment.
3. Discuss AP naming convention and AP layout.
4. Register all AP's with Controller.
5. Configure 64x 410C's for existing locations.
6. Create required SSID's and prepare for integration with Radius.

4.1.3 Phase 4-AP Hardware and Installation Onsite

1. Mount 64x 410C's for existing locations.
2. Finalize settings and integrate with existing Radius server if available.

4.1.4 Phase 4-UPS - (Optional)

1. Configure UPS and Install.



*We Make **IT** Work!*

4.2 Validation and Testing Methodology

PBG will conduct Verification and Validation (V&V) of the entire wireless and switching system using a two-prong approach. The first prong involves the use of various automation tools to test the connectivity of the switched network for both performance, stability, and overall connectivity. The tool provides a visual representation of what is occurring on the network, allowing the test engineer to quickly adjust the network as needed. He will be quickly able to identify issues with ports, switches or anything connected to those ports or switches potentially causing an issue. The second prong involves a wireless engineer performing an analysis of the wireless network testing signal, locating any interference if any and performing a visual walkthrough of the environment providing feedback to the controller engineer to adjust channel and power as needed to both optimize and tune the wireless aspects of the network. This test may have to be conducted more than once especially if a change is made to the wireless system to uncover the most optimized configuration.



We Make IT Work!

4.3 Milestones and Dependencies

Task Name	Start	Finish	Resource Names
Develop and Approve Plan			
Make 471 selection and sign Proposal			UCESC
Send Purchase Orders			UCESC
Finalize lead times			PBG
Set schedule			PBG/ UCESC
Project Kickoff			
Pre-Project Call <ul style="list-style-type: none"> Review Scope ID stakeholders and contacts ID project constraints and limitations Review pre-requisites and readiness Complete installation documents 			PBG/UCESC
Determine software versions to be used			PBG/UCESC
Have Switch Config Design meeting			PBG/UCESC
Have meeting with all team members. Present plan			PBG/UCESC
Technical Readiness			
Get IP addresses assigned to new switches			UCESC
Get a certificate for the RADIUS server, if needed			UCESC
Mark the location of AP drops			UCESC
Map of switch locations with IP addresses			UCESC
Duplicate Switch configuration and functionality			PBG/UCESC
Pre-Install Knowledge Transfer (Up to 2 hours)			
Install the Switches per 4.1 and 4.1.1 Switching			PBG
Install the Wireless per 4.1.2 and 4.1.3 Wireless APs			PBG
Install UPS - (Optional) per 4.1.4			PBG
Verification and Validation			PBG/ UCESC
Success Enablement			
Create Support Accounts/Portals			PBG
Verify Support Contact Information			PBG
Documentation			PBG
Knowledge Transfer (Up to 2 hours)			PBG
Project Close-Out (Request Sign-off)			PBG/UCESC
After Implementation Support -per MSA Contract		As Needed	PBG/Vendor



*We Make **IT** Work!*

SECTION 5 ACCEPTANCE CRITERIA

PBG will inform Client Contact in writing upon completion of Services and/or milestones. PBG will provide the Client with a Milestone Completion Form (MCF) to indicate UCESC's acceptance of the Services. UCESC shall either accept or reject the Services within five (5) business days ("Acceptance Period"). UCESC must provide a detailed written notice of rejection specifying any non-conformance for the failure of the Services to meet the specifications set forth herein within the Acceptance Period. Upon receipt of a rejection notice, PBG will respond promptly and make commercially reasonable efforts to resolve such deficiencies within a reasonable period of time. Failure to provide written rejection of the Services within the Acceptance Period will result in an automatic deemed acceptance and the Services shall be considered complete and closed.



*We Make **IT** Work!*

SECTION 6 SERVICES WARRANTY

Link to all PBG Warranties: **www.pbgnetworks.com/warranty**

PBG warranties all pertaining to, and exclusively noted within, the client's supplied proposal regarding workmanship and the installation and termination of the same for a maximum of (1) YEAR from the date of completion and subsequent project sign-off.

PBG will use reasonable efforts to provide Services in a workmanlike manner. Client must notify PBG of any failure to so perform within ten (10) days after the date on which such failure first occurs. PBG's entire obligation, and Customer's exclusive remedy, under this warranty will be for PBG, at PBG's option: (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or (ii) if, after reasonable efforts PBG is not able to correct the deficiencies, refund the portion of any Services fee that corresponds to the failure to perform. PBG's total liability arising from these terms and conditions shall be limited to the total amount paid to PBG under the client's signed agreement.

The warranty will cover all product deemed defective and/or due to insufficient or failed workmanship. The warranty does not cover abuse, misuse, manmade damage, fire, flood or acts due to that of a non-manmade nature. This warranty does not cover modifications or alterations made by a party other than PBG or a party authorized by PBG.

Except pursuant to the limited warranties expressly described above, PBG does not make, and hereby expressly disclaims, any warranty or representation with respect to the products or services, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, performance, accuracy, reliability, and non-infringement. Some jurisdictions do not allow limitations on how long an implied warranty lasts so the foregoing limitations may not apply to the client.

6.1 Warranty Support Requests

PBG provides an online help desk service that enables the client to make technical inquiries regarding their warranty issue. The client may contact their Project Manager by phone; however, client support requests will also need to be e-mailed to **support@pbgnetworks.com**. An individual to be designated by the client will have online access to PBG's Trouble Ticket Database to review the status of client service requests. Available during normal business hours (M-F 9am-5pm ET, excluding holidays).



*We Make **IT** Work!*

SECTION 7 NDA AND CONFIDENTIALITY

7.1 Confidential Information

"Confidential Information" means any information disclosed under this Agreement by either party ("Disclosing Party") to the other party ("Receiving Party") that: (a) is in writing, graphic, machine-readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure.

Notwithstanding the foregoing, the following information will be deemed the Confidential Information of PBG whether or not so designated upon disclosure or confirmed in writing: (i) PBG pricing; (ii) PBG Pre-Existing Technology and PBG Work Product (both defined in Section 7); and (iii) any know-how, designs, layouts, configurations, methods, processes, formulae, specifications, functionality, performance data, test results or error or bug information provided by PBG to Client under this Agreement or otherwise obtained by Client from use or examination of the Deliverables. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.2 Non-Use and Non-Disclosure

The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to



*We Make **IT** Work!*

third parties or to such party's employees, except that, subject to Section 7.3 below, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

7.3 Maintenance of Confidentiality

The Receiving Party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as of the provisions of this Agreement prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that PBG's continued access to Client's Confidential Information, which is required for the Services, will be deemed a Client Obligation.

7.4 Authorized Disclosure

Notwithstanding any other provision of this Agreement, each party may disclose the terms of this Agreement: (a) subject to Section 7.2, in connection with the requirements of an initial public offering or another filing in connection with applicable securities law; (b) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like; (c) in confidence, to accountants, banks, attorneys and financing sources and their advisors; and/or (d) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement.



*We Make **IT** Work!*

7.5 Non-Solicitation

Client acknowledges and agrees that the employees of PBG who perform the Services are a valuable asset to PBG and are difficult to replace. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, Client will not solicit, whether directly or indirectly, the employment of any PBG employees without the prior written consent of PBG. If the Client violates this Section 7.5, the parties agree that Client will pay to PBG the sum of one hundred thousand dollars (\$100,000) as liquidated damages. The parties further agree that precise monetary damages for Client's violation of this Section 7.5 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of the cost of recruitment, hiring, and training that would be incurred by PBG.



We Make IT Work!

SECTION 8 AFFIRMATIVE ACTION LANGUAGE AND POLITICAL DISCLOSURES

8.1 Affirmative Action Language

PBG shall comply with the Equal Employment Opportunities Act, 42 U.S.C.A. §2000e and the Law Against Discrimination, N.J.S.A. 10:5-32 et seq. The mandatory language of N.J.A.C. 17:27-3.3, N.J.A.C. 17:27-5.3 and N.J.A.C. 7.4(a), promulgated by the Treasurer pursuant to P.L. 1975 c.127, as amended and supplemented, are incorporated into this Agreement as if set forth herein at length, and PBG agrees to comply fully with the terms, provisions, and obligations of N.J.A.C. 17:27-3.3, N.J.A.C. 17:27-5.3 and N.J.A.C. 7.4(a). More specifically, during the performance of this Agreement, PBG agrees as follows:

- PBG will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, PBG will ensure that equal employment opportunity is afforded to such applicants in employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal opportunity employment shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PBG agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

- PBG will in all solicitations or advertisements for employees placed by or on behalf of PBG, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- PBG will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of PBG's commitments under the Law Against Discrimination and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



*We Make **IT** Work!*

- PBG agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- PBG agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.
- PBG agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- PBG agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- In conforming with the targeted employment goals, PBG agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- PBG shall furnish such reports or other documents to the Division of Public Contracts and Equal Employment Opportunity Compliance Office as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts and Equal Employment Opportunity Compliance Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8.2 Political Contribution Disclosure

PBG has completed and submitted a Political Contribution Disclosure Form which certifies that PBG has not made any reportable contributions to a political or candidate committee in the County of Union County, Westfield, or the Union County Educational Services.



*We Make **IT** Work!*

SECTION 9 PROJECT BILLING (U.S. DOLLARS)

PBG requires a Purchase Order, as well as a signed copy of this SOW, be faxed to **(856) 931-1673** or sent to the address below:

PBG Networks Corporate Headquarters

Attn: Billing

7 Lenape Trail

Wenonah, NJ 08090

9.1 Payment

UCESC will make all payments under this Agreement in U.S. dollars within thirty (30) calendar days after the date of PBG's invoice. In addition to any other remedy available to PBG for late payments, PBG reserves the right to charge UCESC a late penalty of 1.5% for the first month applied against undisputed overdue amounts, 5% thereafter (or the maximum rate allowed under law, whichever is less). Late penalties will be recalculated every 30 days thereafter based on UCESC's current outstanding balance. UCESC will reimburse PBG for all costs incurred by PBG (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of this Agreement.

9.2 Taxes

The Fees for the Services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services. When PBG has the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be invoiced to UCESC, and UCESC will pay such amount unless UCESC provides PBG with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments by UCESC for the Services will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes which are otherwise imposed on payments to PBG will be UCESC's sole responsibility. UCESC will provide PBG with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by PBG to establish that such taxes have been paid.



*We Make **IT** Work!*

SECTION 10 CONTRACT VEHICLES

For further details regarding PBG contract vehicles, visit this link:

www.pbgnetworks.com/contract-vehicles

GSA Schedule 70 Contract Numbers:

GSA Schedule 70: No. GS-35F-0119Y

WSCA-NASPO Valuepoint Contract Numbers:

WSCA-NASPO Master Agreement is AR1471

WSCA-NASPO NJ State Contract Number is 87722

NJEDGE:

Nutanix: S6882649

10ZiG: E6882651

VMware ELA: 00278834

PBG E-Rate:

SPIN/498ID Number: 143036540

NJSBA VMware/Cybersecurity contract:

E-8801-ACESPCS

Certified Women's Business Enterprise (WBE):

WBE Certificate# 67096-15

National IPA/TCPN – The Cooperative Purchasing Network

R150402

NCPA – National Cooperative Purchasing Alliance

NCPA01-55

NCPA01-65

PEPPM - Pennsylvania Education Purchasing Program for Microcomputers



We Make **IT** Work!

SECTION 11 PROJECT BUDGET AND SIGNOFF

Total project cost for Switching and Wireless is \$134,501.36

*Total project cost for UPSs \$15,495.25 **(Optional)***

Combined Total Cost for Switching/Wireless/UPSs is \$149,996.61

See Section 9 for payment address.

All quantities can be adjusted on 471.

This document represents a contract between PBG and Union County Educational Services Commission. This price assumes that UCESC will release a purchase order in a timely manner to allow the work to take place during normal business hours, unless otherwise noted.

Approver Name	Title	Signature	Date
Eric Larson	Business Administrator		
Damien Dimino	Director of IT		

At least one of the signatures above must be authorized to bind the company or organization to contracts.

Approval of the Project Plan indicates an understanding of the purpose and content described in this deliverable. By signing this deliverable, everyone agrees work should be initiated on this project and the necessary resources should be committed as described herein. A purchase order (PO) in addition to this signed document will be required to proceed with the project. Anything outside this proposal will be added as a separate addendum and will require sign-off by both PBG and UCESC.

PBG Networks, Inc.

Name: Lisa M. Brousseau
Title: President

Date: April 27, 2021



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
4/27/2021	6/30/2021	20211835
Ref Number	122667839-1	

Name / Address	Ship To
UCESC 45 Cardinal Drive Westfield, NJ, 07090	UCESC 45 Cardinal Drive Westfield, NJ, 07090

Qty	Item	Mfr Part #	Description	Price Each	Total
64.00	Hardware	AP410C-FCC	EXTREMECLOUD IQ INDR TRI RADIO WLS 6 AP	459.95297	29,436.99
64.00	Software	XCIQ-PT0-C-EW-5YR-K12	EXTREMECLOUD IQ PILOT TIER 0 CLD RTU 5YR	252.00	16,128.00
14.00	Software	XCIQ-PT0440-C-EW-5YK12	EXTREMECLOUD IQ PILOT 440-G2 T0 5YR CLD	536.64	7,512.96
14.00	Hardware	16535	X440-G2 48 10/100/1000BT POE+ 4 1GBE SFP	2,750.995	38,513.93
14.00	Hardware	5601313-U1	PWR CORD 13A NEMA 5-15P C13	13.35071	186.91
14.00	Software	16542	LIC CONVRT 2 NON STACK 1GBE SFP TO 10GBE	357.74714	5,008.46
4.00	Hardware	10301	10GBSR SFP+ 850NM LC 300M MMF	612.3525	2,449.41
12.00	Hardware	10304	1M CBL 10G SFP+ CU TWX COP	68.14583	817.75
2.00	Hardware	10305	3M CBL 10G SFP+ CU TWX COP	93.47	186.94
	Shipping		Shipping	450.01	450.01
			Extreme WSCA Contract Numbers: Extreme WSCA Master Agreement is AR1471 Extreme WSCA NJ State Contract Number is 87722		
			SOW #20210427AP95SW14		

<p>This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (https://www.pbgnetworks.com/terms) for "Payment Terms and Conditions." {All Transactions Are Final!}</p>	<p>Sales Tax (0.0%) \$0.00</p>
	<p>Total \$100,691.36</p>



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
4/27/2021	6/30/2021	20211866
Ref Number	4010140565	

Name / Address	Ship To
UCESC 45 Cardinal Drive Westfield, NJ, 07090	UCESC 45 Cardinal Drive Westfield, NJ, 07090

Qty	Item	Mfr Part #	Description	Price Each	Total
1.00	Hardware	Lambert's Mill Academy	UPS/Battery Backup	5,750.26	5,750.26
1.00	Hardware	Plainfield	Racks	2,435.40	2,435.40
1.00	Hardware	Plainfield	UPS/Battery Backup	2,157.11	2,157.11
1.00	Hardware	Cardinal	UPS/Battery Backup	5,152.48	5,152.48
			SOW #20210427AP95SW14		

This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (<https://www.pbgnetworks.com/terms>) for "Payment Terms and Conditions."
{All Transactions Are Final!}

Sales Tax (0.0%) \$0.00

Total \$15,495.25



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
4/27/2021	6/30/2021	20211780
Ref Number	PBGProSVR	

Name / Address	Ship To
UCESC 45 Cardinal Drive Westfield, NJ, 07090	UCESC 45 Cardinal Drive Westfield, NJ, 07090

Qty	Item	Mfr Part #	Description	Price Each	Total
1.00	Professional S...		Professuional Services for Extreme Switches, Wireless and UPSs Per SOW #20210218AP95SW28REFRESH	33,810.00	33,810.00
			Extreme WSCA Contract Numbers: Extreme WSCA Master Agreement is AR1471 Extreme WSCA NJ State Contract Number is 87722		
			SOW #20210427AP95SW14		

This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (<https://www.pbgnetworks.com/terms>) for "Payment Terms and Conditions."
{All Transactions Are Final!}

Sales Tax (0.0%) \$0.00

Total \$33,810.00



FCC Form 470 Number 210013516

Funding Year 2021

Retrieved from USAC on: 1/13/2021 12:30 PM CST

Applicant:	UNION CO EDUC SERV COMMISSION	Application Number:	210013516
Billed Entity Number:	122765	Funding Year:	2021
Nickname:	UCESC_FY2021_CAT2_470	Sites:	5
Posted Date:	1/13/2021	Allowable Contract Date:	2/10/2021

Billed Entity Information

Billed Entity

Applicant: UNION CO EDUC SERV COMMISSION
Billed Entity Number: 122765
Address: 45 CARDINAL DRIVE
WESTFIELD, NJ 07090-3316
Phone: (908) 233-9317
Application Type: School district

Contact Information

Contact Name: Courtney Santiago
Address: 322 Route 46W, Suite 280W
Parsippany, NJ 07054
Phone: (888) 535-7771
E-mail: csantiago@erate360.com

Consultant Information

Consultant: E-Rate 360 Solutions, LLC
Address:
Phone: (888) 535-7771
E-mail: ugarofano@erate360.com

Services

Category Two

See RFP for details. All inquiries regarding this RFP will be directed to Damien Dimino at ddimino@ucesc.org The deadline for all questions regarding this RFP will be on 02/05/2021 at 3:00 PM EST. A site walk-through will be held on 02/05/2021 10:00AM EST @45 CARDINAL DRIVE, WESTFIELD, NJ 07090. Please email Damien Dimino at ddimino@ucesc.org to request attendance. ----- It is mandatory that all prospective bidders wishing to provide a proposal for this project must submit their bid via EMAIL ONLY to ddimino@ucesc.org to be received no later than 02/16/2021 at 1:00 PM EST, Attention: Damien Dimino Subject line: FY 2021 UCESC RFP/470 Bid Response. It shall be the prospective bidders sole responsibility to ensure the delivery and acceptance of any bid submission arising from this RFP.

Internal Connections

Function: Switches **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 28 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Internal Connections

Function: WAP **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 95 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Internal Connections

Function: UPS/Battery Backup **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 14 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Internal Connections

Function: Racks **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 14 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Internal Connections

Function: Cabling **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 350000 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Feet
Maximum Capacity:

Internal Connections

Function: Router **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 1 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Internal Connections

Function: Firewall Service and Components **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 1 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Internal Connections

Function: Wireless Controller **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 1 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Internal Connections

Function: Antennas, Connectors, and Related Components **Entities:** 0 **Installation and Initial Configuration?** Y
Manufacturer: No Preference **Quantity:** 200 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: Switches **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 28 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: WAP **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 95 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: UPS/Battery Backup **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 14 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: Racks **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 14 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: Cabling **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 350000 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Feet
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: Router **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 1 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: Firewall Service and Components **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 1 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: Wireless Controller **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 1 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

Basic Maintenance of Internal Connections

Function: Antennas, Connectors, and Related Components **Entities:** 0 **Installation and Initial Configuration?** n/a
Manufacturer: No Preference **Quantity:** 200 **Associated RFPs:** Yes
Minimum Capacity: **Unit:** Each
Maximum Capacity:

RFPs

 [UCESC_CAT2_RFP_FY2021.docx](#)

 [UCESC_CAT2_RFP_FY2021_Addendum.docx](#)



[UCESC_CAT2_RFP_FY2021 QA Addendum.docx](#)

Technical Information

Technical Contact

Technical Contact: Damien Dimino
Title: Technology Manager
Phone: (973) 420-0672
E-mail: ddimino@ucesc.org

Certifications & Signatures

I certify that the applicant includes:

I certify that the applicant includes schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801 (18) and (38), that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million.

Other Certifications

I certify that this FCC Form 470 and any applicable RFP will be available for review by potential bidders for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology goals.

I certify that I have reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form may be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001.

I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

I certify that I will retain required documents for a period of at least 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the form for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500, and will not be sold, resold or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. § 54.513. Additionally, I certify that the entity or entities listed on this form have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that I have

considered what financial resources should be available to cover these costs. I certify that I am authorized to procure eligible services for the eligible entity(ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this form, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

Authorized Person

Name: Courtney Santiago
Title: Compliance Officer
Address: 322 Route 46W, Suite 280W
Parsippany, NJ 7054
Phone: (888) 535-7771
Fax:
E-mail: csantiago@erate360.com
Employer: E-Rate 360 Solutions, LLC

© 1997 - 2021 Funds For Learning, LLC