

To: Board of Trustees
From: Caleb Shore, Technology Director
Date: 3/9/26
Subject: Palo Alto Firewall support contracts using E-Rate Funding

Dear Trustees,

I am requesting approval to sign a three-year support contract for our district firewall provided by Palo Alto Networks. We need to renew the support agreement to continue support coverage for the next three years.

The three-year support contract totals \$15,849, with 22% eligible through E-Rate, resulting in a district cost of \$12,362.22.

Maintaining active support ensures we continue receiving critical security updates, threat protection services, and vendor technical support for our firewall infrastructure.

Thank you for your consideration of this request.

Sincerely,

Caleb Shore

Caleb Shore
Technology Director

Proposal #
C2-IDCD132-200226-1B

470 #
220004403

SPIN #
143008534



EDNETICS PROPOSAL

Palo Alto Renewal FY26

February 20, 2026

Prepared for
Caleb Shore, Tech Director
cshore@caldwellschools.org
(208) 455-4463

Customer
Caldwell School District #132
107 Poplar St
Caldwell, ID 83605

Prepared by
Michelle Smith
michelle.smith@ednetics.com
(208) 404-4994

(888) 809-4609
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Table of Contents

Cover Letter	3
Cost Summary	4
Ednetics E-rate Terms and Conditions	6

Cover Letter



February 20, 2026

Caleb Shore, Tech Director
Caldwell School District #132
107 Poplar St
Caldwell, ID 83605

Dear Caleb Shore,

Thank you for the opportunity to partner with Caldwell School District #132. We're excited about the potential for a meaningful, long-term collaboration.

Ednetics specializes exclusively in serving state, local, and education (SLED) communities across the Western US. We understand that educational and governmental institutions have unique technology needs that differ significantly from traditional business environments. Our deep experience in the SLED sector allows us to deliver tailored solutions that truly support your mission.

As technology, collaboration tools, and cloud services continue to transform education, we're committed to helping districts like yours navigate these changes successfully. We believe public sector communities deserve partners who understand their specific challenges and are dedicated to their success.

Your work in the community makes a real difference, and we're honored to support that impact. Our team is here to provide thoughtful innovation, trusted collaboration, and technology solutions that work for you and the students and families you serve.

I'll serve as your primary contact throughout the proposal process and beyond. Please don't hesitate to reach out with any questions.

Sincerely,

Michelle Smith
Account Manager I
michelle.smith@ednetics.com
(208) 404-4994



Cost Summary

Palo Alto Renewal OETC Mini Bid
FY26
CW# 92755



3 Year

Line	Part Number	Description	Price	Qty	Ext. Price
Quote#: 158676996					
1	PAN-SVC-PREM-3410-3YR-R	Premium support 3-year prepaid renewal, PA-3410/ HW Serial# 024101010952 22% E-RATE Eligible Start Date: 9/22/2024 End Date: 9/21/2027	\$15,849.00	1	\$15,849.00
3 Year Subtotal					\$15,849.00

Pricing Section Summary

3 Year	\$15,849.00
Subtotal	\$15,849.00
Total	\$15,849.00



E-rate Terms and Conditions

Ednetics E-rate Terms and Conditions



These Terms and Conditions ("Agreement") are between Ednetics and the entity identified as the customer ("Customer"); each referred to as a "Party" and collectively referred to as the "Parties." This Agreement consists of these Terms and Conditions, Sales Order(s) and any forms or authorizations attached hereto, all of which are incorporated herein by reference. The Parties agree to be bound by this Agreement and affirm that each have caused this Agreement to be executed by their respective duly authorized representatives on the dates written below their names.

1. **Service(s).** For purposes of this Agreement, "Service(s)" shall mean a variety of products and services available for use in transporting information within the school to the classroom, within a library to public areas, or to administrative areas or other buildings as defined in the Eligible Service List. Ednetics Service(s) include data distribution components, firewalls and other data protection components, interfaces, gateways, wireless access points, servers, storage devices, software, cabling and installation as well as Ednetics equipment and services integral to performance or delivery of Service(s) under this Agreement, such as maintenance and technical support. Ednetics will provide Service(s) as referenced in the Sales Order(s) in accordance with the terms of this Agreement.
2. **Change Order(s).** If changes are required during the course of a project, a Change Order(s) will be provided and work will continue upon agreement and execution of the Change Order(s). Change Orders are not considered new contracts. For changes/updates to quantities of equipment included under this Agreement, see Section 19.
3. **Exclusions.** Any part, material, service or item not explicitly included in this document is excluded from the proposal.
4. **Payment and Performance Bond.** Payment and performance bonds may be provided at one and one-half percent (1½%) of the proposal cost after tax. Payment and performance bonds will be invoiced and are not E-rate eligible. It is Customer's responsibility to inform Ednetics if a Payment and Performance Bond is required for the project prior to submitting a purchase order to ensure the bond is reflected in the quote.

General Terms and Conditions

5. **Obligations of the Customer.** Customer agrees to accept a Material Staging Agreement, provide all necessary information required, access to the premises, support for timely installation, proper use of Service(s) and to comply with all the terms and conditions of this Agreement. Customer acknowledges and understands that not accepting the Material Staging Agreement may subject Customer to higher costs.
6. **Customer Representations.** Customer warrants they have the legal right and ability to enter into this Agreement and are authorized to act on behalf of the school, library, or state/local government entity. Customer represents and warrants that Customer name and contact information is true and correct. Customer acknowledges and agrees that Ednetics relies on the information supplied by Customer and providing false or incorrect information may result in delays in the provisioning and delivery of Service(s), and/or the suspension or termination of Service(s). Customer agrees to promptly notify Ednetics whenever personal or billing information changes, including, but not limited to, Customer name, address, e-mail address, telephone number, and credit card information if appropriate.

7. **Term Commitment.** This Agreement sets forth a five (5) year Service Term. Service will be delivered July 1 through September 30 of the funding year corresponding to Customer's funding request, or when specified by Customer. The Service(s) will be made available to Customer unless Customer advises Ednetics, in writing, that Service is in material non-compliance with the specifications contained in the Sales Order(s). If this is the case, the term commitment for Service(s) will not commence until such time as Ednetics and Customer mutually agree the issue with Service(s) has been resolved.
8. **Term Renewal.** Upon expiration of the Initial five (5) year Service Term, and as long as Customer is not in default of the terms of this Agreement, Customer may extend their Service(s) under the same terms and conditions for a period of one (1) year, by notifying Ednetics in writing at least thirty (30) days prior to the expiration of the Initial Service Term.
9. **Fees and Charges.** Customer shall pay for all Service(s) Ednetics provides Customer. Sales Order(s) specify the fees Customer will pay for the Service(s).
10. **Payment.** Per the USAC process, Ednetics will invoice the Customer utilizing the BEAR method prior to funding approval, or the Service Provider Invoice (SPI) method after funding approval. Upon E-rate funding approval, the Customer will confirm the preferred method of reimbursement to use. Ednetics invoices will be due and payable thirty (30) days from the invoice date ("Due Date"). While Ednetics will invoice USAC directly via the SPI, Customer is ultimately responsible for payment to Ednetics of delivered Service(s). For the purposes of billing and adjustments, Ednetics assumes thirty (30) days in a month. A late payment fee may be applied on balances remaining unpaid thirty (30) days following the Invoice Date at the rate of one percent (1%) per month applied to the amount of the unpaid balance from the Due Date. Subject to any applicable state or federal regulations and in addition to the remedies contained in this Agreement, Ednetics reserves its right in law and equity, including, but not limited to, its rights under the Uniform Commercial Code.
11. **Taxes.** Customer hereby acknowledges and agrees that all pricing for Service(s) and other charges due hereunder, including sales taxes, duties, fees, levies or surcharges imposed by, or pursuant to the laws, statutes or regulation of any governmental agency or authority, are the sole responsibility of Customer and as such shall be paid promptly when due by Customer. Customer acknowledges and agrees to indemnify and hold Ednetics harmless from any liability for Customer not paying all taxes due. Except as set forth herein, all amounts payable by Customer under this Agreement shall be made without any deduction or withholding and, except to the extent required by any law or regulation, free and clear of any deduction or withholding on account of any tax, duty or other charges of whatever nature imposed by any taxing or governmental authority. If Customer is required by any law or regulation to make any such deduction or withholding, Customer shall, together with the relevant payment, pay such additional amount as will ensure that Ednetics actually received and is entitled to retain, free and clear of any such deduction or withholding, the full amount which it would have received if no such deduction or withholding had been required.
12. **E-rate.** This Agreement and all attachments are effective upon the later of its execution by both Ednetics and Customer and either Customer's E-rate funding approval or Customer approval to proceed with service by authorizing a Purchase Order or signing a Notice to Proceed ("NTP"). While this agreement provides the cost of Ednetics Service(s), it does not set a guaranteed quantity of sales. The purchase of these products and services may be dependent upon approval of the Customer's budgets and the funding commitment by the Universal Service Administrative Company.
13. **Bill Disputes.** Customer's billing disputes or requests for adjustment, together with all supporting documentation, must be made in good faith and must be received in writing by Ednetics within ninety (90) days from the Invoice Date, or Customer's right to raise such billing disputes is waived. Customer shall otherwise timely pay any undisputed amount. If Ednetics determines a disputed charge was billed in error, Ednetics will issue a credit to reverse the amount incorrectly billed. If Ednetics determines the disputed amount was billed correctly, Ednetics will inform Customer of such determination and provide

Customer with proof of correct billing. If Customer does not accept such proof as definitive, the dispute will be escalated for an officer review/resolution with Ednetics and Customer in accordance with this Agreement. In the event the escalated dispute is resolved against Customer, or in the event Customer accepts the foregoing proof as definitive (or if Customer fails to notify Ednetics within thirty (30) days that Customer does not accept proof as definitive), Customer shall pay the previously disputed amount within ten (10) days thereafter.

14. **Resolution of Disputes.** Except as otherwise provided herein, any dispute, controversy or claim (individually and collectively referred to hereinafter as a “Dispute”) arising under this Agreement shall be resolved in accordance with the procedures set forth herein. In the event of a Dispute, and upon the written request of either Party, each of the Parties shall appoint, within five (5) business days after a Party’s receipt of such request, a designated representative who has authority to settle the Dispute and who is at a higher level of management than the person with the direct responsibility for administration of the Agreement. The designated representatives shall meet as often as they reasonably deem necessary in order to discuss the Dispute and negotiate in good faith in an effort to resolve such Dispute. The specific format for such discussions is left to the discretion of the designated representatives; however, all reasonable requests for relevant information made by one Party to the other shall be honored. If the Parties are unable to resolve issues related to the Dispute within thirty (30) days after a Party’s request is made for appointment of designated representatives as set forth above, either Party may seek any relief to which it is entitled, whether at law or in equity.
15. **Prices.** Prices do not include applicable taxes, insurance, or third-party setup fees, services or materials unless specifically stated. Prices are guaranteed through the end of the initial USAC E-Rate program funding year unless otherwise stated. Supply is subject to availability.
16. **Retainage.** In the event Customer requires retainage for the related project, Ednetics must be informed at or prior to the time of ordering goods and services. Customer is permitted to withhold retainage up to 5% of the invoice subtotal before sales taxes for any BEAR funded E-rate projects, or 5% of the Customer funded subtotal for any SPI funded projects. All retainage withheld by Customer will be placed in a separate interest-bearing account for the benefit of Ednetics. Customer will provide the institution and account number where the funds are being held with the first invoice payment to evidence the isolation of these funds. Retainage will be invoiced upon final acceptance by the Customer with payment of the outstanding balance plus interest due within 30 days (60 days in Washington State) of the invoice date. Upon final acceptance, Customer agrees to complete and submit any necessary forms to the state to allow payment of the retainage within the timeline. In lieu of withheld retainage, Ednetics reserves the right to utilize a retainage bond.
17. **Materials.**
 - a. **Materials Stored Offsite (if applicable).** Projects often require configuration and burn-in of Customer materials by Ednetics. To facilitate this, the materials will be delivered to an Ednetics facility to complete the configuration, or at the request of customers in advance of installation. As materials are shipped to the Ednetics facilities, Customer agrees to accept and pay all invoices under the Payment Terms described above as if the materials were shipped to the Customer site. Evidence of the receipt of goods will include the quantity, item number or SKU, a brief description of the materials, and a listing of serial numbers where applicable. These items will be disclosed on the Ednetics invoice(s) indicating payment is due. While Customer is obligated to pay for the materials, Ednetics will assume liability of ownership of all purchased materials once received from the supplier on Ednetics grounds and en route to final Customer destination. Ednetics is insured against unforeseen losses including but not limited to fire, theft and automobile accidents resulting in damaged goods. Customer assumes liability of ownership of all materials upon delivery and receipt at Customer location.

- b. **Material not requiring storage offsite.** Materials that do not require storage offsite will be delivered directly to Customer. These materials are ordered and delivered as they become available. Upon shipment of materials, an invoice for those materials will be generated and Customer agrees to pay the invoice in accordance with the Payment Terms described above. Due to backorders, multiple suppliers, or other issues outside of Ednetics control, materials may ship at different times resulting in multiple invoices. All materials will be F.O.B. shipping point with all risk of loss or damage transferring to the Customer when shipping from a supplier of Ednetics choosing.
18. **Returns of Product.** Based on written consent from an authorized Ednetics representative, returns of product(s) purchased may be eligible in certain, limited circumstances if requested within 30 days from the date of shipment. If approved, product should be returned either un-opened or in all its original packaging. Upon completion of any authorized return, a credit memo will be issued to Customer to be applied at Customer discretion. Any credit provided for returns will be reduced by manufacturer specific restocking fees, as applicable. Customer agrees to assume financial responsibility for all transportation costs associated to a return. Returns or refunds due to defective product(s) are to be handled as warranty claims directly with the manufacturer.
19. **Substitutions/Additions.** The Customer may substitute equipment listed in this proposal, or add to the quantity of equipment listed within this proposal, with the following conditions:
- a. Any equipment substitution/addition must meet E-rate eligibility requirements as outlined by the Universal Service Administrative Company (USAC) for the Schools and Library Program.
 - b. Substitutions/additions must be of the same product type and be used to fulfill the same purpose.
 - c. Both Ednetics and the school district must approve any substitutions/additions by executing a Change Order(s) as described in Section 2.
 - d. Equipment substitutions/additions may increase equipment, installation and support costs. Any increased costs not covered with the final approved E-rate funding will be the sole responsibility of the Customer.
20. **Equipment Trade-in.** All equipment trade-ins must meet trade-in criteria established by USAC and Ednetics guidelines as follows:
- a. Equipment originally purchased with E-rate funds may be used for trade-in if the district has owned the equipment for over five (5) years at the time of equipment trade-in. Equipment not purchased with E-rate funds does not have any trade-in restrictions.
 - b. Trade-in equipment must be specifically identified and documented at the time of proposal acceptance. Ednetics reserves the right to approve or deny any requested changes in equipment trade-in inventory.
 - c. Trade-in discounts are processed as a rebate after project completion and all trade-in equipment has been received.
 - d. The district will not use trade-in credits to show the district meets funding match commitments for E- rate approval.
21. **Basic Maintenance.** Basic Maintenance items listed in this Agreement are per year and are for service from July 1 through June 30. The Customer may choose to add maintenance or maintenance renewals on any items purchased through this Agreement provided the maintenance is purchased in one (1) year increments.
- a. Cisco SMARTnet and Support: Pricing will be based at twenty-two percent (22%) off the published list price for all equipment covered.
 - b. Ednetics One Support coverage includes technical support for existing equipment, software and configurations and may be purchased from Ednetics under a separate Agreement.
22. **Limitation of Liability.** Ednetics shall not be liable or responsible for any of the following: (a) unauthorized access to Customer owned equipment; (b) claims for damages caused by Customer through fault, negligence or failure to perform Customer's responsibilities; (c) claims against Customer

by any other party; (d) any bodily injury arising from causes beyond Ednetics reasonable control; (e) any damage to materials arising from causes beyond Ednetics reasonable control; and (f) any act or omission of any other party furnishing services to Customer, or the installation and/or removal of any and all equipment supplied by any other services provider. EDNETICS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY THIRD-PARTY FOR OR WITH RESPECT TO ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE OR FOR THE LOSS OF REVENUE, LOST PROFITS, LOSS OF BUSINESS, LOSS OF PROSPECTIVE OR POTENTIAL BUSINESS OR ECONOMIC LOSS OF ANY KIND FOR ANY REASON WHATSOEVER, REGARDLESS OF WHETHER EDNETICS IS INFORMED OF THEIR POSSIBILITY.

23. **Liability of Customer.** In the event any claim, demand, lawsuit or liability is made or assessed against Ednetics or any of the officers of Ednetics by any third-party and the same arises out of, or is directly or indirectly related to, or is caused by any act or omission of Customer, then, and in such event, Customer shall indemnify, defend and hold harmless Ednetics and its officers, agents and representatives of and from any all such claims, demands, causes of action and liability, including the payment of reasonable attorneys' fees to defend such action. Additionally, Customer shall reimburse Ednetics for damage to Service(s) including those due to any malfunction of any equipment provided by an entity other than Ednetics.
24. **Transfer and Assignment.** Customer may not sell, assign or transfer any of Customers rights or obligations under this Agreement without Ednetics prior written consent. Ednetics may assign this Agreement upon notice to customer.
25. **Force Majeure.** Any delay, interruption, or nonperformance of any provision of this Agreement on the part of Ednetics caused by conditions beyond Ednetics reasonable control shall not constitute a breach of the Agreement and the time for performance of such provision shall be deemed to extend for a period equal to the duration of the conditions preventing performance. Such examples include, but are not limited to, acts of God, acts of civil or military authority, terrorist acts, riots, insurrections, epidemics, power blackouts, fire, explosion, vandalism, cable cut, adverse weather conditions, earthquakes, nuclear accidents, floods, governmental action, moratoriums or injunctions related to the construction and shortage of labor and materials (collectively a Force Majeure Event).
26. **Governing Law and Venue.** This Agreement shall be construed and governed in accordance with the laws of the State of Idaho and venue for any actions arising under this Agreement shall be in the courts of county jurisdiction or the State of Idaho, as appropriate.
27. **Non-Disclosure and Publicity.** The parties understand and acknowledge that Customer is a governmental entity, and that State Laws and E-rate program regulations may require Customer to disclose certain information relating to, but not limited to, their services, finances and E-rate applications.
28. **Entire Agreement.** The Customer's Request for Proposal (RFP), Notice of Award, this Agreement, and any related Purchase Order(s) are considered the complete Agreement between the Parties, concerning any Service(s) provided by Ednetics hereunder, and replaces any prior oral or written communications between the Parties. Except for prior obligations of confidentiality and/or nondisclosure, there are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified in this Agreement.
29. **Severability.** In the event any of the terms of this Agreement or the applications of any such term shall be invalid by any court of any competent jurisdiction, the remaining terms of this Agreement or their application shall not be affected thereby and shall remain in full force and effect.
30. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute an Agreement. Facsimile signatures and electronic signatures (including electronically transmitted signed documents) shall be accepted and treated the same as an original.

31. **Notices.** All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date of delivery if personally delivered by hand or (b) upon the third day after such notice is (i) deposited in the United States mail, if mailed by registered or certified mail, postage prepaid, return receipt requested, or (ii) upon the first business day following deposit if sent by overnight delivery by a nationally recognized overnight express courier, or (iii) by facsimile upon written confirmation (other than the automatic confirmation received from the recipient’s facsimile machine) of receipt by the recipient of such notice.

PLEASE COMPLETE NOTICE SECTION BELOW

Notice to Ednetics

Ednetics, Inc.
Attn: Lisa Tucker
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 618-4050
F (208) 619-4161

With a copy to:

Ednetics, Inc.
Attn: Travis Pettyjohn
971 S. Clearwater Loop
Post Falls, Idaho 83854
T (208) 777-4709
F (208) 777-4708

Notices to Customer:

Contract Acceptance

The parties have caused these Terms and Conditions to be executed by their respective duly authorized representatives as of the last date signed below (“Effective Date”).

EDNETICS, INC.

SIGNATURE

PRINTED NAME

TITLE

DATE

CUSTOMER

SIGNATURE

PRINTED NAME

TITLE

DATE



Thank You!

www.ednetics.com