



CONTRACT FOR SERVICES AND/OR PRODUCTS ERATE FUNDING YEAR 2018

Service Provider "Provider"

OneNet (Oklahoma State Regents)
SPIN:143015254
655 Research Parkway, Suite #100
Oklahoma City, OK 74857
(405) 225-9413

School/Library "Applicant"

Guthrie Public Library
BEN: 139776
201 N Division St
Guthrie, OK 73044-3201
(405) 282-0050

This contract made and entered into on this 11th day of April 2018 by and between Provider and Applicant as specified above.

SERVICES

The Provider agrees to provide to the Applicant the services and/or products as specified in the bid response to 470#180029983.

RECITALS

Pursuant to the Schools and Libraries Universal Services Support Mechanism (E-Rate) contained in the Universal Service Provisions of the Telecommunications Act of 1996 [47 U.S.C. § 254. Telecommunications Act of 1996, Pub.L. No. 104-104, 110 Stat. 56 (1996) ("1996 Act")], Applicant advertised Internet access services. OneNet submitted bid to provide same. In accordance with the requirements of the regulations implementing the Act, Applicant considered the bid and determined that it should be accepted. The parties are now ready to enter into a contract for the furnishing of such services and they set their agreement in writing as follows:

BANDWIDTH CHANGES

Applicant may need to upgrade bandwidth during the life of this contract and this contract allows for any bandwidth upgrades or downgrade based on bid response to 470#180029983 during the life of the contract as requested and paid for by the Applicant and eligible funding sources. Provider shall credit Applicant for any savings realized from downgrades or substitutions of services under this contract.

AGREEMENT

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid. The term of this contract shall commence on July 01, 2018 with an option of four (4) voluntary annual renewals. If all four (4) voluntary annual renewals are exercised, the contract will expire on (a) June 30, 2023 for recurring services and will continue on a month-to-month basis until services are cancelled by the customer's authorized administrator (b) September 30, 2019 for non-recurring services. The contract expiration for non-recurring services shall be automatically extended to align with SLD authorized extensions due to late funding and changes in products and/or services approved on or after March 1st. The contract may be renewed by mutual ratification by both parties. Services will continue on a month-to-month basis if mutual annual ratification is not agreed upon until services are cancelled by the customer's authorized administrator. If the Schools and Libraries Division ("SLD"), Administrator of the Universal Services Support Mechanism, or its successor, should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract, as to that part of the services and products disallowed for discount pricing. If, after approval of discount funding by SLD or its successor, Applicant's governing board should fail to approve all of or any part of the services and products covered by this contract, the Applicant shall have the right, at its option, to cancel this contract as to that part of the services and products disallowed by the governing board, but agrees to pay any outstanding charges due.



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PAYMENT and DISCOUNTS

Provider will invoice Applicant for all services provided in accordance with this contract. Provider understands that the Applicant is participating in the Schools and Libraries Division ("SLD"), Universal Services E-Rate Program to receive discounts on eligible services. Services will be discounted within 30 days of the Providers receipt of confirmation that SLD has approved Applicant's Form 486.

If the Applicant is also participating in the Oklahoma Corporation Commissions (OCC) Special Oklahoma Universal Service Fund (OUSF), the Applicant will receive additional discounts on eligible services for Schools and Libraries. Provider agrees to request said funding within 30 days of receipt of a correctly completed OUSF Affidavit from Applicant Upon approval of OUSF, OneNet will begin invoicing OUSF for any eligible amounts within 60 days of approval.

If Applicant funding is not approved through these funding mechanisms, the Applicant is obligated to pay the balance due after all approved discounts are applied. If the Applicant is ineligible, then the Applicant is responsible for 100%.

Provider is obligated to participate in and be compliant with the rules and requirements of the both programs stated above.

Billing begins on the date your service becomes operational; requested bandwidth is provisioned, open and ready for data flow. Any delay on Applicants end such as equipment is on order or a demarcation has yet to be extended will not constitute cause for deferment of billing.

Billing continues until OneNet receives written notice of cancellation from customer's authorized administrator. Depending on the configuration of your service, the termination of OneNet services may incur service fees from one or more of our telecommunications partners. The Applicant shall be responsible for telecommunication service fees levied as the result of customer's voluntary cancellation.

For and in consideration of the payment of the sums of money specified herein, together with other good and valuable consideration, Provider does hereby agree to furnish, and Applicant does hereby agree to accept and pay the discounted price for the services bid.

Guthrie PL 200 Mbps at \$1430 per month for a total annual undiscounted amount of \$17,160.

Executed and delivered on the day and year first written above.

For Provider:

Signature _____ Date _____

Printed Name: _____

Title: _____

For Applicant:

Signature Suzette V. Chang Date 4/12/18

Printed Name: _____

Suzette V. Chang 4/12/18

Title: _____

Executive Director