

**Northwest Pennsylvania Regional Wide Area Network Contract  
Between Northwest Tri-County Intermediate Unit #5 and Warren County School District**

**WAN Service Agreement**

Term

- Choose contract term

- ☒ 5 Year Contract payable in 60 monthly terms July 1, 2007 to June 30, 2012
- ☐ 4 Year Contract payable in 48 monthly terms July 1, 2008 to June 30, 2012
- ☐ 3 Year Contract payable in 36 monthly terms July 1, 2009 to June 30, 2012

Services

- The base monthly cost is **not to exceed \$2,790.00** (before e-rate) and includes the following services:

1. 100 Mbps connectivity from the school district hub-site to the Regional Wide Area Network (WAN). The WAN will interconnect all participating school districts to each other, to the IU and to the Northwestern Pennsylvania Regional Wide Area Network for the exchange of educational content and administrative services. WAN services will be provided by Sting Communications.
2. 5 Mbps guaranteed Internet (port and transport) provided by Sting Communications. Any district may purchase additional dedicated Internet at a monthly cost of \$60.00 per 1 Mbps per month.
  - a. Amount of additional Internet: \_\_\_\_\_. Price of additional Internet: \_\_\_\_\_.
3. Internet2 transport provided by Sting Communications.
4. Sting managed services package, including leased network edge device at the school district hub-site as part of the service.
5. Content materials, programs, and/or equipment acquired under the IU's e-Fund grant. Access to and use of these products will be optional. Specific services are outlined in the e-Fund grant application and are dependent upon agreement with the Pennsylvania Department of Education. For some materials, an additional fee may apply.
6. Administrative management services to be provided to the consortium by the IU.

Contingencies

- The costs listed in this agreement are dependent upon final approval of a contractual agreement between each IU in the Northwestern Pennsylvania Regional WAN consortium and Sting Communications. The pricing in this agreement assumes that all districts identified as seeking WAN services in the RFP of September 1, 2006 will purchase services as stated in this agreement. If fewer districts participate, the monthly costs may change. In such a case, new cost data will be provided to the district for consideration at the earliest opportunity.
- The costs listed in this agreement assume that the Pennsylvania Department of Education and the Northwestern Pennsylvania Consortium will reach mutually acceptable terms for spending the e-Fund grant, which has already been awarded.
- If the provider (Sting) is not able to deliver services by the start date specified in the term selected above, the district only will pay for services beginning the month the service is installed. If the provider delivers the network but the school is not ready, the school is still responsible for payment.

Amendments

- After negotiations with Sting and the Pennsylvania Department of Education are complete, the IU may submit an amendment to this contract reflecting the final terms. Any such amendment must be agreed to and signed by both parties.

Billing

- Each district will be invoiced monthly for the costs due. Invoices will be paid within 30 calendar days.

- The costs in this agreement are before E-Rate. The IU will file an E-Rate application on behalf of the school districts and will discount the bill by the appropriate E-Rate discount as soon as the consortium E-Rate application is approved.

Assurances

This contract constitutes the entire Agreement between the parties. No agent, representative, employee or officer of the School District or the Intermediate Unit has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement which in any way can be deemed to modify, add to, or detract from or otherwise change or alter the terms and conditions of this Agreement.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania and decisions of the Pennsylvania courts.

In signing this contract you are attesting that, as of the start of the WAN services, your District is complying with the terms of the Children's Internet Protection Act (CIPA).

District: Warren County School District

Billing Person: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Agreed to by,

Superintendent Name: Dr. Robert Towsey

Superintendent Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Board Approval Date: \_\_\_\_\_