



252 Waterford Street, Edinboro, Pennsylvania 16412-2315

NORTHWEST TRI-COUNTY INTERMEDIATE UNIT

PHONE 814-734-5610

1-800-677-5610

FAX 814-734-5806

TTD 814-734-1098

<http://www.iu5.org>

February 14, 2014

Dear Dr. Clark,

Over the past year, Northwest Tri-County Intermediate Unit 5 (IU5), in collaboration with the districts we serve, has been actively pursuing a new Regional Wide-Area Network (RWAN) contract. Through this collaboration, the requirements of the network were determined and a Request for Proposal (RFP) was created and issued. Three telecommunication providers responded to the RFP. The three were: Sting Communications, Velocity.Net, and Time Warner Cable-Business Class. After meeting with each provider, careful consideration was given to each proposal. Districts were asked to complete the RFP evaluation matrix (required for E-Rate). Of the twenty (20) entities eligible to participate in the RWAN, fifteen (15) responded. Of the fifteen (15) responses, thirteen (13) selected Velocity.Net as the best solution for the RWAN.

As you are aware, another vendor has been soliciting districts to consider their proposal. The IU5 administration determined that the proposal submitted by the additional vendor would not be considered. The proposal was outside the guidelines and timeframes of the RFP process. On January 22, 2014, the Northwest Tri-County Intermediate Unit Board of Directors approved the proposal submitted by Velocity.Net for RWAN Services. The next step in the process is to determine which entities are participating in the RWAN. Once the participating entities have been determined, final contracts can be completed with Velocity.Net and appropriate E-Rate paperwork filed before the March 26, 2014 E-Rate filing deadline.

Attached you will find two forms. The first form is a participation form. There are three options from which you can select. Option A is for full participation in the RWAN. If you select Option A, you will need to complete the Service Agreement which is the second attached form. Select Option B if you are not participating in the RWAN but would like to continue to utilize resources on the RWAN, such as the video conferencing bridge, video conferencing firewall traversal, and Elluminate. Select Option C if you are not participating in the RWAN and do not want to utilize the RWAN resources previously mentioned.

**I do want to point out that you are not being asked about participation in PAUlnet. The RFP process did not provide a cost effective solution to make this connection. As such, IU5 continues to investigate alternatives and will be providing updated information before the E-Rate filing window closes. Participation in PAUlnet will come under a separate letter with final costs outlined.**

Please complete the appropriate forms and return them in the enclosed envelope. IU5 must receive these forms by Friday, March 21, 2014 to provide enough time to complete E-Rate paperwork. If we do not receive the completed form, we will assume you have selected Option C on the participation form.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Vince Humes  
Director Innovative Technology Solutions

Northwest Tri-County Intermediate Unit

Regional Wide Area Network

Participation Form

July 1, 2014 – June 30, 2017

☒

Option A

Full participation in the RWAN. Please complete and sign the Service Agreement form.

☐

Option B

Not participating in the RWAN, but would like to continue utilizing resources on the RWAN (Maintenance and Sustainability Fee)

The Maintenance and Sustainability Fee will be \$52.43 for the 14-15 school year and will be billed monthly. This fee will be reconciled each year during the E-Rate filing window and adjusted for the next school year.

**Entities not participating in the Maintenance and Sustainability Fee will be charged a fee for service when available RWAN resources are utilized.**

☐

Option C

Not participating in the RWAN or the Maintenance and Sustainability Fees

Date:

3/10/14

District:

Warren County School District

Superintendent:

Dr. William Clark

Superintendent Signature

\_\_\_\_\_

**Regional Wide Area Network (RWAN) Service Agreement Between the  
Northwest Tri-County Intermediate Unit 5  
And  
Warren County School District**

Term and Payment

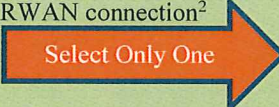
This agreement between the Northwest Tri-County Intermediate Unit 5 ("IU5") and Warren County School District ("Participating Educational Organization") shall be in effect for **Three (3) years, beginning July 1, 2014 and ending June 30, 2017, with optional extensions.** The **Warren County School District** shall pay the price in the chart below to IU5 for Regional Wide Area Network ("RWAN") services as delineated here in.

Base Level Services

For the term of this agreement, base level services shall include:

1. **Connectivity** (base 100 Mbps) from the school district hub-site to the RWAN. The RWAN will interconnect all Participating Educational Organizations to each other, to IU5, and other nodes as available for the exchange of educational content and administrative services. RWAN transport services will be provided by Velocity.Net Communications Inc., including a leased network edge device.
2. **Internet** (minimum base of 10 Mbps) - provided through the RWAN connection. The Participating Educational Organization may add Internet yearly during the E-Rate filing window at a cost of \$5.00 per Mbps per month. (E-Rate eligible)
3. Acquisition of content, materials, and programs coordinated by the IU/Districts/CTC. Access to and use of these services may be optional. For some items, additional consortium or local fees may apply. (**Not** E-Rate eligible)
4. RWAN network management services and maintenance such as E-Rate filing, RFP management, and sustainability fees (**Not** E-Rate eligible)

Pricing (Per Month)

(A) Service <sup>1</sup>	(B) Size	(C) Price	(D) Check if Selecting	(E) Cost of Selected Item
RWAN connection <sup>2</sup> 	(1) 100 Mb	\$785.00	<input type="checkbox"/>	
	(2) 1 GB	\$1,385.00	<input checked="" type="checkbox"/>	\$1,385.00
Internet Mb	10 MB	\$50.00	<input type="checkbox"/>	\$50.00
Additional Internet <sup>3</sup>	90 MB	\$5.00 per MB	<input checked="" type="checkbox"/>	\$450.00 (Multiply your additional MB x \$5.00)
E-Rate Filing		\$49.85	<input type="checkbox"/>	\$49.85
Contract and RFP management		\$9.92	<input type="checkbox"/>	\$9.92
Maintenance and Sustainability Fee <sup>4,5</sup>		\$52.43 <sup>4,5</sup>	<input type="checkbox"/>	\$52.43
Total Monthly cost <sup>7,8</sup>				\$1997.20

<sup>1</sup> Changes to services will be done through written communication between the Participating Educational Organization and IU5

<sup>2</sup> Please select either option 1 or 2

<sup>3</sup> If you are selecting more than 75mb of Internet, it is suggested you select the 1 GB RWAN connection

<sup>4</sup> The fund will be reconciled yearly during the E-Rate filing window, the cost listed is the estimate for 14-15

<sup>5</sup> The cost can fluctuate each year and is determined during the reconciliation period

<sup>7</sup> Every Participating Educational Organization has a different E-Rate discount



<sup>8</sup> To calculate your **estimated** e-rate savings, add the green totals in column E and multiply by your E-Rate discount percentage which was **74%** for the 13-14 school year

#### Contingencies, Stipulations and Conditions

- The RWAN will be owned and operated by Velocity.Net Communications Inc. Failure of performance or delivery of services should be addressed to Velocity.Net. Please also notify IU5 of any problems with the service.
- The costs listed in this agreement are dependent upon final approval of a contractual agreement between IU5 and Velocity.Net Communications, Inc.
- The Participating Educational Organization agrees to provide 120 volt power with a 500VA Uninterrupted Power Supply (UPS) for Velocity.Net service equipment within six feet of a mutually agreed upon interior structure point of entry at each physical school RWAN hub location.
- The Participating Educational Organization agrees that remote access to the RWAN can only be provided to sites for which the connections would be eligible for discount under the federal E-rate program. No direct remote public access to the RWAN via wireless, dial-up, or other network connection will be provided to any homes, businesses, organizations, employees, students, or individuals. All teachers, students, and administrators shall connect to the RWAN from home via commercial Internet Service Providers (ISP) only.
- All service equipment and any wiring installed by Velocity.Net shall be owned by and remain as the property of Velocity.Net, and legal title of same shall be held by Velocity.Net. IU5 or the Participating Educational Organization may not relocate, tamper with, or modify any service equipment.
- Penalties and/or credits for failure of performance or delivery of services will be due from Velocity.Net Communications, Inc. as stipulated in the Master Service Agreement between Northwest Tri-County Intermediate Unit 5 and Velocity.Net Communications, Inc. Penalties and/or credits will be reflected as reduced payments from the Participating Educational Organization to IU5.
- If Velocity.Net is not able to deliver services by the start date specified in the term selected above, the Participating Educational Organization only will pay for services beginning the month the service is installed. If the provider delivers the network but the Participating Educational Organization is not ready, the Participating Educational Organization is still responsible for payment.

#### Amendments

After negotiations with Velocity.Net, IU5 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. For the initial contract year, the Participating Educational Organization will be invoiced after the go-live date for the Participating Educational Organization.

Cessation of services may occur if payment is not received within 90 days of receipt of invoice.

The costs in this agreement are before E-Rate discounts have been applied. The IU will file an E-Rate application on behalf of the school districts and will discount monthly bills or provide reimbursement by the appropriate E-Rate discount amount when 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 Participating Educational Organization 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 RWAN services, your School District , Career & Technical Center, or E-Rate eligible entity, is complying with the terms of the Children's Internet Protection Act (CIPA).

---

Name of School District or Agency: Warren County School District

Superintendent/Director: Dr. William Clark

Agreed to by:

Superintendent/Director Signature: \_\_\_\_\_

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

---

Executive Director: Dr. Fred Johnson

Agreed to by:

IU5 Executive Director Signature: \_\_\_\_\_

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