AGREEMENT FOR E-RATE PRODUCTS AND/OR SERVICES FY2025-26

APPLICANT		PROVIDER	
Organization	Frisco Independent School District	Company Name	World Wide Technology
Contact Name	Jhon Curran	Contact Name	Daren Fisher
Contact Email	CurranJ@friscoisd.org	Contact Email	<u>Daren.Fisher@wwt.com</u>
Address	5515 Ohio Drive	Address	1 World Wide Way
City, ST, Zip	Frisco, TX 75035	City, ST, Zip	St. Louis, MO 63195
USAC BEN	140457	USAC SPIN	143020028
FCC Form 470 #	250008632	Bid #	FCC FORM 470 # 250008632 (FRIS 2025-C2)
E-Rate RFP#	FRIS 2025-C2	Bid Amount \$	\$2,269,106.47
Number of annual renewals allowed for this agreement:		Initial one year with up to four renewals.	

SERVICES

The Provider agrees to provide to the Applicant the products and/or services as specified in the Provider's Bid and incorporated with the Applicant's E-Rate RFP and FCC Form 470 as listed above.

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 for certain products and services. The provider submitted a 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 a contract for the furnishing of such products and/or services and they set their agreement in writing as follows:

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 products and/or services bid.

The term of this agreement shall commence (a) on or after July 1, 2025, and shall terminate on June 30, 2026, for recurring services or (b) on or after April 1, 2025, and shall terminate on September 30, 2026, for non-recurring services. The agreement expiration for non-recurring services and software/license purchases that may be classified as recurring by USAC 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 or upon certification of an FCC Form 500 Service Delivery Deadline Extension Request. This agreement may be extended annually and voluntarily by mutual written ratification up to the number of renewals listed above. The Applicant must issue a written notice to proceed to the Provider prior to commencement of service, delivery or installation. The Applicant is under no obligation to pay if the Provider commences work without the Applicant's written notice to proceed.

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 products and services covered by this agreement, the Applicant shall have the right, at its option, to cancel this agreement, as to that part of the products and services 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 products and services covered by this agreement, the Applicant shall have the right, at its option, to cancel this agreement as to that part of the products and services disallowed by the governing board. The total costs of the products and services shall not exceed the Bid Amount. In no circumstances shall Applicant be liable for an amount exceeding the Applicant's non-discount share unless Applicant's governing board specifically waives this provision in writing.

For Applicant:	For Provider:			
		Do 12	02/03/25	
Applicant Signature	Date	Provider Signature	Date	
		Gregory Brush		
Printed Name:		Printed Name:		
		Vice President - Publi	c Sector Strategy	
Title:		Title:		