

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE FUNDING YEAR 2020

This agreement is by and between the *Raytown School District* ("The District") and *Pine Cove Consulting* ("Service Provider") for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2020 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2021 and shall terminate on September 30, 2024 for non-recurring services. This contract can be renewed for two additional 1-year terms.

The contract may be subject to the Owner receiving E-rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate Year fiscal year ending September 30, 2021 or until all work associated with the project(s) are complete (including any SLD approved extensions). The work shall be subject to the following conditions:

- A. Service Provider holds a valid Service Provider Identification Number (SPIN) and is not "Red-Light Status" with the FCC.
- B. These services may depend on partial funding from the E-rate program.
- C. The District expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- D. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- E. The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- F. No E-rate USAC billing can take place before July 1, 2021. If District elects to take delivery after April 1, 2021 but prior to Receipt of a Funding Commitment Decision letter then District is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- G. No installation work can take place before April 1, 2021.
- H. In the event of questions during the E-Rate audit process, Service Provider is expected to reply within 3 days to questions associated with their proposal.
- I. All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996 unless otherwise approved by District
- J. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District.
- K. Service Provider will be responsible for procuring the discounted amount from the SLD unless District elects otherwise.

- L. In addition, District reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-rate approval.
- M. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)
- N. District agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- O. The contractor will submit all pricing in the Form 471 Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>
- P. District agrees to promptly respond to Service Certification requests. District agrees that a failure on its part to file a Service Certification in a timely manner will result in the loss of funding to the Service Provider and would therefore become liable for any unpaid amounts.
- Q. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.
- R. A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. This includes delay or inability to secure products, parts, materials, fuel, supplies, equipment or power at reasonable prices or in sufficient amounts through usual sources of supply due to government action. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement.

The **Raytown School District** agrees to pay the contract amount of **\$36,512.00** See Attachment for the bill of materials.

Service Provider: PINE COVE CONSULTING School District: Raytown SD C2

SPIN: 143028541

Billed Entity Number:

Signature: 
rick.vancleeve (Feb 4, 2021 13:12 MST)

Signature: 

Printed Name: Rick Vancleeve

Print Name: Melissa Tebbenkamp

Title: CEO

Title: Director of Instructional Technology

Date: 02/04/2021

Date: 2-18-2021






Raytown Contract

Final Audit Report

2021-02-04

Created:	2021-02-04
By:	Katie Vancleeve (kvancleeve@pinecc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAs6NwLDYAWgnKbXwbeCDCZtkWR4fobmOK

"Raytown Contract" History

-  Document created by Katie Vancleeve (kvancleeve@pinecc.com)
2021-02-04 - 5:22:47 PM GMT- IP address: 162.211.130.9
-  Document emailed to rick vancleeve (rvancleeve@pinecc.com) for signature
2021-02-04 - 5:23:02 PM GMT
-  Email viewed by rick vancleeve (rvancleeve@pinecc.com)
2021-02-04 - 8:12:13 PM GMT- IP address: 69.144.1.67
-  Document e-signed by rick vancleeve (rvancleeve@pinecc.com)
Signature Date: 2021-02-04 - 8:12:52 PM GMT - Time Source: server- IP address: 69.144.1.67
-  Agreement completed.
2021-02-04 - 8:12:52 PM GMT



RAYTOWN C1 COVER PAGE

Project Name	Eligible Cost	Ineligible Cost
Network Equipment	\$7,432.80	\$0.00

If you have bid both C1 equipment and the requested WAN connection(s), can the equipment be purchased separately from your WAN bid? Y X
N _____

The total of all listed eligible and ineligible charges must be the total amount of your proposed bid.



RAYTOWN C2 COVER PAGE

Project Name	Eligible Cost	Ineligible Cost
Internal Connections	N/A	
BMIC Project A – Firewall	N/A	
BMIC Project B – UPS	\$46,064.70	\$0.00
BMIC Project C – Switch	\$36,512.00	\$0.00
BMIC Project D – Router	\$0.00	
BMIC Project E – Wireless Controller	N/A	

The total of all listed eligible and ineligible charges must be the total amount of your proposed bid.

2135 Charlotte St., Suite 2
Bozeman, MT 59718
<http://www.pinecc.com>
800.432.0346



E-Rate FY2021

Quote # 004794 v1

Prepared for:
Raytown SD C 2

Prepared by:
Pine Cove Sales Team

Wednesday, October 28, 2020

Raytown SD C 2
Kim Rector
10750 E. 350 HWY
Raytown, MO 64138
kim.rector@raytownschools.org

Dear Kim,
Pine Cove Consulting, LLC (PCC) is pleased to present Raytown SD C 2 with a proposal for the services listed in the E-Rate Form 470 Application Number: 210001592

Thank you for the opportunity.

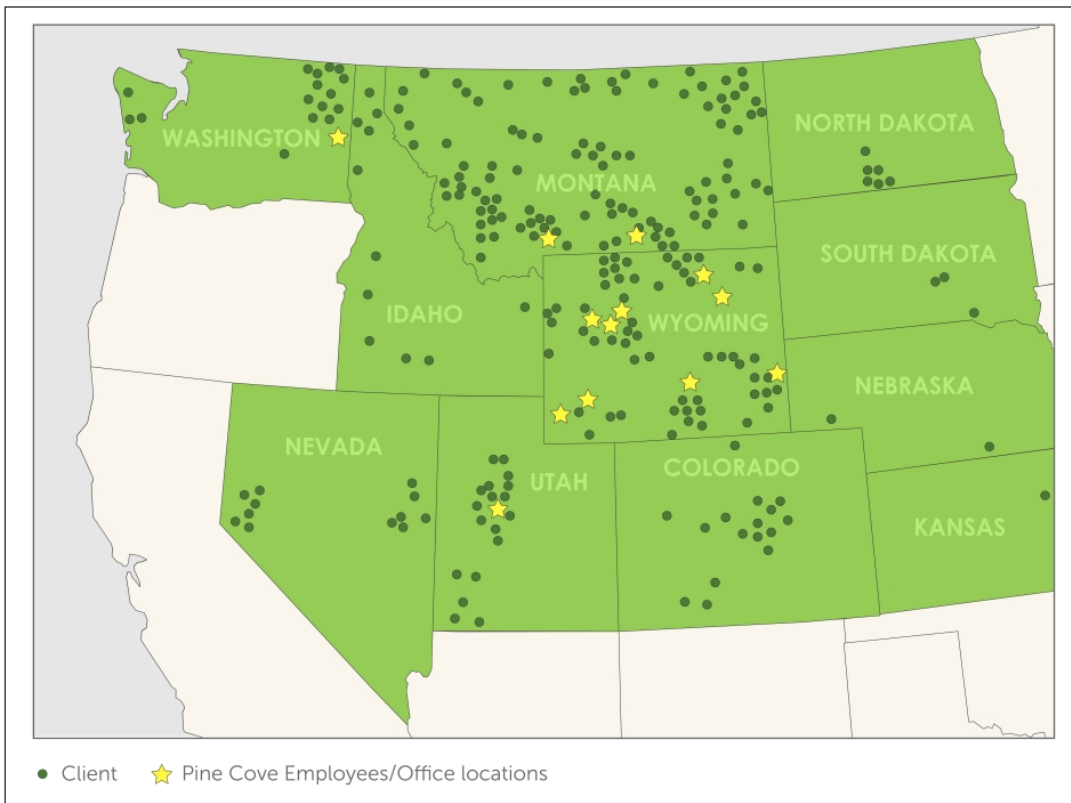
Pine Cove Sales Team

Pine Cove Consulting

About Us

Why Pine Cove

Pine Cove Consulting is the leading technology consulting firm for organizations with dynamic and complex networks. Pine Cove Consulting customizes turnkey optimization solutions to help organizations solve real-world problems like protecting important information, communicating across great distances, and maximizing IT effectiveness.



Company Information

Pine Cove Consulting has been providing turn-key technology solutions to educational institutions in the Rockies since 1993. Pine Cove Consulting has emerged as a leader in the technology industry and provides their customers with an intelligent balance between innovation, sustainability, and reliability.

Technical Background

- Currently managing over 250 Virtualized Servers
- Currently maintaining over 20,000 Users
- Combined 160 Years of Network Management Experience
- Over 400 Server Configuration/Installations
- Over 100 Network Redesign/Reconfigurations

Relevant Partnerships:

- Sophos Platinum Partner
- Ruckus Premier Partner

- Microsoft Authorized Education Reseller
- Tripp Lite Authorized Reseller/Installer
- Eaton Power Advantage Partner

Project Implementation Process

- Pre-Project Meeting
- Schedule Project
- Pre-Project Questions
- Overview of Project
- Project Objectives Document
- Includes Project Team Contacts
- Additional Pre-Project Meeting (optional)
- Product Delivery
- Project Installation/Implementation
- Project Completion Document
- Post-Project Survey

Customer Testimonials

"Pine Cove does a great job being responsive to our needs. It was clear our needs were important to the Pine Cove team and we appreciate that. The level of service Pine Cove provides is absolutely phenomenal. They are easy to work with and have great customer service."

- **Pete Kilbride**

Superintendent, Sheridan County School District #1

"I started working with Pine Cove Consulting because Pine Cove possesses a level of expertise, has clear communication, and schedules projects around our school's busy schedule. It is absolutely worth your time to work with Pine Cove Consulting. It is clear they are in the business of a long-term relationship, not a quick sale."


- **DJ Howell**

IT Director, East Helena School District #9

Corporate Information

Company Name: Pine Cove Consulting, LLC
Service Provider Identification Number: (SPIN)143028541
Company Contact: Rick Vancleeve, President
Phone Number: 800-432-0346
Fax Number: 406-794-0505
Email Address: rvancleeve@pinecc.com
Mailing Address: 2135 Charlotte St. Suite 2 Bozeman, MT 59718

Cat 1

Description		Price	Qty	Ext. Price
Ruckus ICX 7450-48P - Switch - L3 - managed - 40 x 10/100/1000 (PoE+) + 8 x 10/100/1000 (PoH) - front to back airflow - rack-mountable - PoH	ICX7450-48P-E 	\$4,797.60	1	\$4,797.60
Ruckus - SFP+ transceiver module - 10 GigE - 10GBase-LR - LC single-mode - up to 6.2 miles - 1310 nm - for Brocade BigIron RX-16, RX-4, RX-8; ICX 6430, 6450, 7750; VDX 6710, 6720, 6730, 6740	10G-SFPP-LR	\$1,317.60	2	\$2,635.20
Subtotal:				\$7,432.80

Cat 2

Description		Price	Qty	Ext. Price
Eaton 5PX 1440VA Tower/Rack Mountable UPS - 2U Rack/Tower - 3 Minute Stand-by - 110 V AC Input - 132 V AC Output - 8 x NEMA 5-15R	5PX1500RTN 	\$980.10	47	\$46,064.70
Subtotal:				\$46,064.70

Project C

Description		Price	Qty	Ext. Price
Ruckus Essential Direct Support Remote Support - Technical support (renewal) - remote diagnosis - 1 year - 24x7 - for ICX 7450-24, 7450-48	ICX7450-SVL-RRMT-1	\$224.00	3	\$672.00

Description	Price	Qty	Ext. Price
Ruckus Essential Direct Support Remote Support - Technical support (renewal) - remote diagnosis - 1 year - 24x7 - for ICX 7450-24, 7450-48	ICX7450-SVL-RRMT-1 \$224.00	160	\$35,840.00
Options to do multi-year contracts.			
Subtotal:			\$36,512.00

Project D

Description	Price	Qty	Ext. Price
Serials were not provided and we were unable to quote.			
Subtotal:			\$0.00

Prepared for:

Raytown SD C 2
Kim Rector
10750 E. 350 HWY
Raytown, MO 64138
kim.rector@raytownschools.org
(816) 268-7122

Quote Information:

Quote #: 004794
Version: 1
Delivery Date: 10/28/2020
Expiration Date: 06/30/2022

Quote Summary

Description	Amount
Cat 1	\$7,432.80
Cat 2	\$46,064.70
Project C	\$36,512.00
Project D	\$0.00
Total:	\$90,009.50

TERMS: Due on receipt of invoice.

Signature

Date

PO Number

References

Charles Auzqui - Superintendent, Sheridan CSD #3
Address: PO Box 125, Clearmont, WY 82835
Phone: 307-758-4412

Jeremy Smith - Business Manager, Sheridan CSD #1
Address: 1127 Dayton St., Ranchester, WY 82839
Phone: 307.655.9541

Kathy Wise - IT Director, Washakie CSD #1
Address: 1900 Howell, Worland, WY 82401
Phone: 307.347.2412

Denise Harrison - IT Director, Big Horn CSD #2
Address: 502 Hampshire, Lovell, WY 82431
Phone: 307-548-6553

Theresa Chaulk - Superintendent, Lincoln CSD #1
Address: 11 Adaville Dr. Diamondville, WY 83116
Phone: 307-679-0028

Andi Ward - IT Director, Carbon CSD #2
Address: PO Box 1530, Saratoga, WY 82331
Phone: 307.326.5271

Joe Gill - IT, Townsend Schools
Address: 201 N. Spruce St., Townsend, MT 59644
Phone: 406.441.3454

Bob Moore – Superintendent, Stevensville Public Schools
Address: 300 Park Street, Stevensville, MT 59870
Phone: 406.570.7575

Michael Schachte – IT Director, Hamilton K-12 Schools
Address: 217 Daly Ave, Hamilton, MT 59840
Phone: 406.363.2280

Terms

If the customer has selected SPI form: "The payment for this project is based on the district and USAC sharing portions of the payments. If for any reason, any portion is not paid by USAC, the district will be responsible for the payment."

If the customer has selected BEAR form, full payment will come from the district.

March 06, 2020

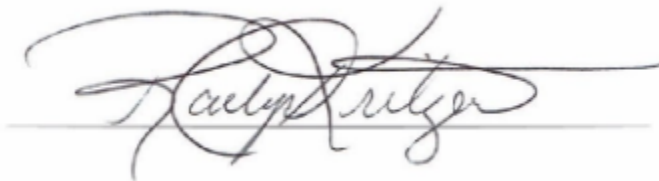
Subject: PartnerPRO Network Authorized Partner

To Whom It May Concern,

CommScope (NASDAQ: COMM) and the recently acquired Ruckus Networks are redefining tomorrow by shaping the future of wired and wireless communications. Our combined global team of employees, innovators and technologists have empowered customers in all regions of the world to anticipate what's next and push the boundaries of what's possible.

This serves to confirm that as of the date of this letter, PINE COVE CONSULTING is a member of the PartnerPRO® Network. As a Elite partner, PINE COVE CONSULTING is able to prepare and submit proposals in response to bids, to the extent the proposal submitted includes Ruckus brand products and solutions. This authorization does not guarantee special pricing. All special pricing must be authorized by CommScope, and final pricing shall be as agreed between the customer and PINE COVE CONSULTING.

Sincerely,

A handwritten signature in black ink, appearing to read "Raelyn Kritzer". The signature is written in a cursive style and is positioned above a horizontal line.

Raelyn Kritzer
Vice President, Worldwide Enterprise Channel

DATA SHEET



BENEFITS

- Provides 24x7 access to Ruckus Technical Support expertise, reducing time to resolution
- Provides unmatched expertise to optimize network performance
- Offers a variety of Service Level Agreements (SLAs) tailored to meet organizations' unique support needs

ENABLING NON-STOP NETWORKING WITH FLEXIBLE SUPPORT OPTIONS

Ruckus understands that every network is unique and requires a different level of technical support to meet the customer's business requirements. Ruckus provides a single support contact for ICX Switching products purchased through all existing channels. Organizations facing the challenges of maintaining large or complex networking environments gain immediate access to Ruckus expertise and resources to accelerate problem resolution, increase uptime, and improve overall efficiency.

WATCHDOG END USER SUPPORT SERVICE-LEVEL OPTIONS

WatchDog End User Support provides software and hardware support to ICX switching customers. Support includes 24x7 access to the Technical Assistance Center (TAC) (available through phone, chat and the web), software updates, online self-service tools, and offers several hardware replacement options.

SERVICE LEVELS DEFINED

To help customers meet critical business objectives, WatchDog End User Support offers two SLA options, providing increased flexibility and choice.

4-Hour Parts (4P)

Provides 4-hour response for parts replacement from the time Ruckus has determined a replacement is required and confirmed dispatch with the customer. Physical installation of the replacement part and defective product return are to be performed by the customer. 4P is available in most major metropolitan areas worldwide¹ and is available 24x7, including holidays. [Click here](#) to find out whether your location is within the required distance for a 4-hour or next-business-day response.

Next-business-Day Parts (NDP)

Provides next-business-day response for parts replacement from the time Ruckus has determined a replacement is required and confirmed dispatch with the customer³. Physical installation of the replacement part and defective product return are to be performed by the customer. NDP is available in most major metropolitan areas worldwide and is available on business days 9x5 local time to customer site. Offer also includes 24x7 access to the TAC, software updates, and online self-service tools. For ICX switches, this support is needed to provide next-business-day replacement of removable optics and LEDs, which are not covered under the Ruckus Assurance Limited Lifetime Warranty.

Remote Technical Support (RMT)

Provides 24x7 access to the TAC, software updates, and online self-service tools. RMT support is available worldwide and 24x7, including holidays. This is a good option for customers who are satisfied with the parts replacement coverage available under the Ruckus Assurance Limited Lifetime Warranty.

Table 1. Summary of Ruckus service Level Agreements (SLAs).

PURPOSE	TECHNICAL ASSISTANCE CENTER (TAC)	RUCKUS SUPPORT PORTAL: ONLINE SELF SERVICES, KB AND CASE MANAGEMENT	SOFTWARE UPDATES AND DOWNLOADS (AS AVAILABLE)
SUPPORT LEVEL AGREEMENTS (SLAS)			
4-HOUR ² PARTS (-4P)	24X7 ACCESS	UNLIMITED	UNLIMITED
NEXT-BUSINESS-DAY ^{1,2,3} PARTS (-NBD)			
REMOTE SUPPORT ⁴ (-RMT)			
SOFTWARE SUPPORT (-SW)			

¹ Subject to customer providing Ruckus with a description of the repair problem, part number, serial number, and return address. To determine if your specific location is within the required distance for a 4-hour or next-business day response please visit <https://support.ruckuswireless.com/documents/2026-enterprise-network-direct-support-coverage/download>

² Additional limitations and/or restrictions may apply. Hardware delivery times are based on a single point of failure incident. Delivery times for failures including but not limited to non-standard/variable configuration unit replacements, oversized/heavy weight items, or non-single point of failures may fall outside the posted SLA. Non-mechanical supplies and accessories (e.g. sheet metal, rack mounts, hinges, etc.) are excluded from the delivery SLA. Software version levels on replacement hardware may require upgrade/downgrade based on your current operating environment.

³ Next-business-day delivery is available when Ruckus determines a replacement is required by 2:00 p.m. local time and customer distance from the nearest parts distribution center is within commercial carrier's standard next-business-day delivery area (some restrictions may apply). If customer location is outside the commercial carrier's next-business-day delivery area parts will ship the same or next day (2:00 p.m. local time cutoff for same day shipping, some restrictions may apply). Delivery times may vary due to customs and local regulations which are outside of Ruckus control. Customers may be responsible for importation costs, brokerage fees, import duties, and taxes. Next-business-day is not available on selected holidays.

⁴ Available only for Ruckus hardware products with Assurance Limited Lifetime Warranty (ALLW). 3rd party optics and transceivers are not covered in ALLW or any Ruckus support programs.

ONLINE TECHNICAL SUPPORT TOOLS

Customers with a valid Ruckus Technical Support contract have 24x7 access to several online tools through the Ruckus Support Portal:

- **Downloads:** Allows customers to obtain OS firmware and code updates as well as drivers, MIBs, utilities, and documentation.
- **Knowledge base:** Enables customers to research and solve technical questions through a robust database of articles.

WORLD CLASS SUPPORT INFRASTRUCTURE

Ruckus Technical Support is designed to provide optimal support for WatchDog End User Support customers. They can leverage the Ruckus worldwide support infrastructure, expertise, best-practice guidance, and commitment to quality to maximize their network uptime.

Table 2. Severity levels and Ruckus Technical Support response and escalation times.⁵

CASE SEVERITY	TECHNICAL ENGAGEMENT TIME	COMMUNICATION FREQUENCY	MANAGEMENT ESCALATION
SEVERITY 1 CRITICAL	WITHIN 30 MINUTES	UPDATES HOURLY	2 HOURS
SEVERITY 2 HIGH	WITHIN 2 HOURS	UPDATES EVERY 12 HOURS	ONE BUSINESS DAY
SEVERITY 3 MEDIUM	WITHIN ONE DAY	UPDATES DAILY	N/A
SEVERITY 4 LOW	WITHIN ONE DAY	UPDATES EVERY 3 DAYS	N/A

⁵The times listed are targets only and not a guarantee that Ruckus will respond or escalate with the target time.

WORLD WIDE COVERAGE

Ruckus WatchDog End User Support customers have access to a strong partner ecosystem capable of providing additional services, including onsite support if desired. In addition, toll-free numbers and local language support enable easy communication with Ruckus Technical Support.

WARRANTY

Ruckus ICX switches are covered by the Ruckus Assurance® Limited Lifetime Warranty. For details, visit <https://support.ruckuswireless.com/warranty>

RUCKUS EXPERTISE

Ruckus Technical Support engineers have deep networking expertise and are trained to resolve network problems as quickly as possible to minimize downtime. Furthermore, Ruckus Technical Support engineers receive ongoing training and certification to provide customers with the most skilled team to address their issues.

COMMITMENT TO QUALITY

Leveraging best practices and fostering a culture of continuous improvement, Ruckus offers high-quality technical support for its networking solutions by investing in its processes, people, and partnerships. Ruckus gathers customer feedback on service delivery, procedures, systems, products, and offerings, and makes necessary adjustments to optimize its processes. In addition, Ruckus invests in its people through continuous education, providing customers a professional team with the networking expertise to quickly resolve issues.

MAXIMIZING INVESTMENTS

To help optimize technology investments, Ruckus and its partners offer complete solutions that include professional services, technical support, and education. For more information, contact a Ruckus authorized partner or visit www.Ruckuswireless.com.

Note: Until further notice, the legacy Brocade support SKUs that were used for ordering the support levels described in this document will remain in place. Onsite support SLAs are no longer provided, except to customers with existing contracts.

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350 West Java Dr., Sunnyvale, CA 94089 USA
www.ruckusnetworks.com