

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE FUNDING YEAR 2025

This agreement is by and between the *KIMBERLY 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 2026 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 July 1, 2026 and shall terminate on September 30, 2027 for non-recurring services.

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, 2027 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, 2026. If District elects to take delivery after April 1, 2025 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, 2026.
- 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 1 year with 4 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 *Kimberly SD* agrees to pay the contract amount of \$172,671.37 - \$154,871.37 for hardware and \$16,800 for MIBS.

Service Provider: Pine Cove Consulting

School District: : Kimberly SD

SPIN: 143028541

Billed Entity Number:

Signature:  _____

Signature: _____

Printed Name: Kyle Thompson

Print Name: _____

Title: Sales Manager

Title: _____

Date: 3/23/26

Date: _____