



NORTHEAST OHIO NETWORK FOR EDUCATIONAL TECHNOLOGY  
Purchase Agreement for E-Rate Customers

Contract Number: 044552-CAT2-21-22

This E-rate Customer Purchase Agreement (this "Agreement") is by and between Northeast Ohio Network for Educational Technology (NEOnet) with an office at 700 Graham Rd, Cuyahoga Falls OH 44221 ("Seller"), and Norton City Schools, a non-profit school or library eligible for Universal Service funding, with offices at 4128 Cleveland Massillon Rd, Norton 44203 ("Customer"). Subject to its further terms, this Agreement is open to acceptance by the customer by the signature of its agent.

Seller hereby agrees to sell, and Customer hereby agrees to purchase the Products and/or Services set out in Exhibit A for the prices set out therein.

**I. DEFINITIONS**

As used in this Agreement the following terms shall be defined as follows:

"E-Rate" - E-Rate is the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC).

"Products" - E-rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-rate discounts in accordance with the Eligible Services List as issued by the Federal Communications Commission.

"Customer" - an E-rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" - A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

"Funding Year" - The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

"SLP" - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC").

"Universal Service Administrative Co." or "USAC" - The not for profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the Universal Services Fund.

**II. PURCHASE AUTHORIZATIONS**

**A. E-Rate Status**

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding. This agreement is contingent upon Applicant's award and acceptance of Funding Year 2021-22 E-Rate Funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

**B. E-Rate Purchases**

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

**III. ORDERING AND ASSISTANCE**

**A. Ordering**

Purchase orders shall be submitted directly to Seller at the following address or email address:

NEOnet  
Email: [accountspayable@neonet.org](mailto:accountspayable@neonet.org)  
Attn: Accounts Payable  
700 Graham Rd.  
Cuyahoga Falls, OH 44221  
(330) 926-3901 Fax

**B. Required Information**

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

**IV. PRICE AND PAYMENT TERMS**

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

**A. Price**

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit A.

**B. Payment Terms**

**Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.**

- Form 474 Service Provider Invoice (SPI) Method**  
Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.
  
- Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**  
Seller will invoice Customer, upon Product shipment, for the total purchase price without

regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below: NEOnet

NEOnet  
Attn: Accounts Payable  
700 Graham Rd.  
Cuyahoga Falls, OH 44221

CUSTOMER MAY PLACE AN ORDER PRIOR TO RECEIPT OF ITS FCDL OR WAIT UNTIL AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

**V. NON-ASSIGNABILITY AGREEMENT**

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

**VI. TERM & RENEWAL OF AGREEMENT**

The term of this Agreement shall commence on 05/01/2021 ("Effective Date") and be valid through 09/30/2022. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that Seller has shipped, or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be extended as necessary to accommodate funding delays and other unforeseen circumstances.

**VII. NOTICES**

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

Attn: Christopher Zolla  
NEOnet  
700 Graham Road  
Cuyahoga Falls, OH 44221

If to Customer:

Attn: Angie Wagler  
4128 Cleveland Massillon Rd  
Norton, OH 44203

**VIII GENERAL**

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

**IX. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

**X. DOCUMENT RETENTION**

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 21-22 which is effective as of 05/01/2021 and terminates on 09/30/2022.**

**Northeast Ohio Network for Educational Technology**

**Norton City Schools**

\_\_\_\_\_  
Signature of Authorized Provider Representative

\_\_\_\_\_  
Signature of Authorized Customer Representative

Mathew Gdovin  
Printed name

\_\_\_\_\_  
Printed name

Executive Director  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Exhibit A**

<b>Product name</b>	<b>Product or service description</b>	<b>Price after discount</b>	<b>Quantity</b>	<b>Sum</b>
<b>Elementary School - Room 115</b>				
C9200L-48T-4X-EDU	Catalyst 9200L 48-port data only, 4x10G uplinks, K12	1,956.37	1	1,956.37
C9200L-NW-E-48-EDU (L)	C9200L Network Essentials, 48-port license K12	425.83	1	425.83
GLC-T-A	1000Base-Copper T SFP, 100m - 328ft, RJ45	80.00	2	160.00
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	500.00	1	500.00
Hardware Install and Cable Management - Tier 1	Installation of hardware with cable management - Tier 1 simple closet	250.00	1	250.00
<b>Subheading subtotal:</b>				<b>3,292.20</b>
<b>Elementary School - 201</b>				
C9200L-48T-4X-EDU	Catalyst 9200L 48-port data only, 4x10G uplinks, K12	1,956.37	1	1,956.37
C9200L-NW-E-48-EDU (L)	C9200L Network Essentials, 48-port license K12	425.83	1	425.83
GLC-T-A	1000Base-Copper T SFP, 100m - 328ft, RJ45	80.00	2	160.00
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	500.00	1	500.00
Hardware Install and Cable Management - Tier 1	Installation of hardware with cable management - Tier 1 simple closet	250.00	1	250.00
<b>Subheading subtotal:</b>				<b>3,292.20</b>
<b>Middle School - Room 111</b>				
C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	2,993.19	1	2,993.19
C9200L-NW-E-48-EDU (L)	C9200L Network Essentials, 48-port license K12	425.83	1	425.83
GLC-T-A	1000Base-Copper T SFP, 100m - 328ft, RJ45	80.00	2	160.00

Product name	Product or service description	Price after discount	Quantity	Sum
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	500.00	1	500.00
Hardware Install and Cable Management - Tier 1	Installation of hardware with cable management - Tier 1 simple closet	250.00	1	250.00
			<b>Subheading subtotal:</b>	<b>4,329.02</b>
<b>Middle School - Room 209</b>				
C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	2,993.19	2	5,986.38
C9200L-NW-E-48-EDU (L)	C9200L Network Essentials, 48-port license K12	425.83	2	851.67
C9200L-STACK-KIT= (L)	Cisco Catalyst 9200L Stack Module	539.92	2	1,079.84
GLC-T-A	1000Base-Copper T SFP, 100m - 328ft, RJ45	80.00	2	160.00
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	500.00	2	1,000.00
Hardware Install and Cable Management - Tier 1	Installation of hardware with cable management - Tier 1 simple closet	250.00	2	500.00
			<b>Subheading subtotal:</b>	<b>9,577.89</b>
<b>Middle School - Room 234</b>				
C9200L-48T-4X-EDU	Catalyst 9200L 48-port data only, 4x10G uplinks, K12	1,956.37	1	1,956.37
C9200L-NW-E-48-EDU (L)	C9200L Network Essentials, 48-port license K12	425.83	1	425.83
GLC-T-A	1000Base-Copper T SFP, 100m - 328ft, RJ45	80.00	2	160.00
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	500.00	1	500.00
Hardware Install and Cable Management - Tier 1	Installation of hardware with cable management - Tier 1 simple closet	250.00	1	250.00
			<b>Subheading subtotal:</b>	<b>3,292.20</b>
<b>Middle School - Room 400</b>				
C9200L-24T-4X-EDU	Catalyst 9200L 24-port data only, 4x10G uplinks, K12	1,388.59	1	1,388.59
C9200L-NW-E-24-EDU (L)	C9200L Network Essentials, 24-port license K12	185.15	1	185.15

Product name	Product or service description	Price after discount	Quantity	Sum
GLC-T-A	1000Base-Copper T SFP, 100m - 328ft, RJ45	80.00	2	160.00
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	500.00	1	500.00
Hardware Install and Cable Management - Tier 1	Installation of hardware with cable management - Tier 1 simple closet	250.00	1	250.00
			<b>Subheading subtotal:</b>	<b>2,483.74</b>
<b>Middle School - Room 99</b>				
C9200L-48P-4X-EDU	Catalyst 9200L 48-port PoE+ only, 4x10G uplinks, K12	2,993.19	1	2,993.19
C9200L-NW-E-48-EDU (L)	C9200L Network Essentials, 48-port license K12	425.83	1	425.83
GLC-T-A	1000Base-Copper T SFP, 100m - 328ft, RJ45	80.00	2	160.00
Layer 2 Switch Configuration	Layer 2 Switch Configuration - Onsite	500.00	1	500.00
Hardware Install and Cable Management - Tier 1	Installation of hardware with cable management - Tier 1 simple closet	250.00	1	250.00
			<b>Subheading subtotal:</b>	<b>4,329.02</b>
<b>UPS Hardware - Middle School MDF</b>				
SMT2200RM2UNC	APC Smart-UPS 2200VA LCD RM 2U 120V with Network Card	1,870.93	1	1,870.93
UPS Installation	Assembly and rack installation of UPS.	125.00	1	125.00
			<b>Subheading subtotal:</b>	<b>1,995.93</b>
<b>UPS Hardware - Middle School Room 241A</b>				
SMT2200RM2UNC	APC Smart-UPS 2200VA LCD RM 2U 120V with Network Card	1,870.93	1	1,870.93
UPS Installation	Assembly and rack installation of UPS.	125.00	1	125.00
			<b>Subheading subtotal:</b>	<b>1,995.93</b>
<b>UPS Hardware - Elementary School - Room 115</b>				
SMT2200RM2UNC	APC Smart-UPS 2200VA LCD RM 2U 120V with Network Card	1,870.93	1	1,870.93
UPS Installation	Assembly and rack installation of UPS.	125.00	1	125.00
			<b>Subheading subtotal:</b>	<b>1,995.93</b>
<b>UPS Hardware - Primary School MDF</b>				

Product name	Product or service description	Price after discount	Quantity	Sum
SMT2200RM2UNC	APC Smart-UPS 2200VA LCD RM 2U 120V with Network Card	1,870.93	1	1,870.93
UPS Installation	Assembly and rack installation of UPS.	125.00	1	125.00
			<b>Subheading subtotal:</b>	<b>1,995.93</b>
			<b>Total (USD):</b>	<b>38,579.99</b>