



## **E-RATE EXCHANGE SERVICES AGREEMENT**

**FOR**

**Brick Township Board of Education**

## E-RATE EXCHANGE, LLC

### E-RATE SERVICES AGREEMENT

THIS AGREEMENT has been entered into as of the \_\_\_\_\_, 2011 by and between:

**E-rate Exchange**, 1204 James Street, Syracuse, NY 13203 (the “**Consultant**”); and **Brick Township Board of Education**, with an address of 101 Hendrickson Ave., Brick, NJ 08724 (the “**Client**”).

#### RECITALS

The Client desires to engage the Consultant to perform certain services relating to the Universal Service Administrative Company / Schools and Libraries Division E-rate application process designed for eligible education entities to receive discounts and/or reimbursements for eligible telecommunication services and Internet access (the “E-Rate Services”).

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. **Services to be Rendered:** The Consultant shall perform the E-Rate Services as described more specifically in statement of work set forth in Schedule A (the “Statement of Work”).
2. **Client Furnished Information:** Client shall supply all “Client Furnished Information” as set forth in Schedule A. The Client Furnished Information shall be provided in accordance with the Timeline set forth in Schedule A so as to not delay the performance of services provided by the Consultant. The Client shall bear all costs incurred in providing Client Furnished Information.
3. **Client Responsibilities:** Client shall be responsible to provide accurate and timely information as needed by Consultant. In addition, client shall be responsible for obligations described in the Client Responsibilities set forth in Schedule A. The Client shall bear all costs incurred with respect to the Client Responsibilities.
4. **Terms of Payment:** Client shall pay the Consultant Fee as set forth in Schedule A. All payments are due and payable within 45 days from date of invoice. Client acknowledges that failure to make prompt and full payment when due shall entitle the Consultant, at its sole and absolute discretion, to cease all work hereunder and the Consultant assumes no responsibility for additional services thereafter to the Client. The Consultant may withhold final report(s) until payment is received.
5. **Additional Services:** If the Client wishes to have the Consultant provide any additional services not set forth in the Statement of Work, related to the E-Rate Services, the Client must authorize such service in writing for a mutually agreed upon additional fee.
6. **Disclaimer:** The Consultant is not liable for reduction or denial of funding that results from inaccurate or incomplete Client Furnished Information, failure of client to timely provide Client



Furnished Information or to fulfill any client responsibilities, clerical errors or omissions made by the Schools and Libraries Division, or if Schools and Libraries Division claims inaccurate or insufficient application and the Consultant can demonstrate that the application was complete and accurate.

- 7. **Notices:** Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand or by certified mail, return receipt requested, to the other party and the other party's address stated in Schedule A. Either party may change its address stated herein by giving notice of the change in accordance with this paragraph.
- 8. **Assignment:** This agreement may not be assigned by the Client without the prior written consent of the Consultant.
- 9. **Waiver:** The waiver by either party of a breach of any provision of this Agreement shall not operate, or be construed, as a waiver of any subsequent breach.
- 10. **Modification:** No change, modification or waiver of any term of this Agreement shall be valid unless it is in writing and signed by both the Client and the Consultant.
- 11. **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the Client and the Consultant.
- 12. **Applicable Law:** This Agreement shall be subject to and governed by the laws of the State of New Jersey, excluding its conflicts of laws provisions.
- 13. **Term:** The term of this Agreement shall be as set forth in Schedule A.

IN WITNESS WHEREOF, the parties have executed this Agreement \_\_\_\_\_, 2011.

**Client: Brick Township Board of Education**

**Consultant: E-RATE EXCHANGE**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Printed Name)

**Shari D. Phillips**  
(Printed Name)

\_\_\_\_\_  
(Title)

**President**  
(Title)



## E-RATE EXCHANGE, LLC

### E-RATE SERVICES AGREEMENT

#### Schedule A

##### **Statement of Work:**

The Consultant will provide the services described below and more specifically described in the Proposal for E-rate Consulting Services dated \_\_\_\_\_, 2011.

- Advise Client of required information necessary to file applications to receive E-rate discounts.
- Calculate E-rate Discount
- Prepare and file all necessary documents associated with the USF / SLD for the E-rate application process. The forms included are:
  - Form 470
  - Form 471
  - Form 486
  - Form 472 or, otherwise known as Billed Entity Applicant Reimbursement Forms (BEAR)
- Respond to requests made by the Schools and Libraries Division during Program Integrity Assurance.
- Review and verify Receipt Acknowledge Letters (RAL's)
- Review and Funding Commitment Decision Letters (FCDL's)

##### **Client Furnished Information:**

The Client shall provide the following information in accordance with the timeline set forth below:

- Templates titled "letter of authorization" on district letterhead and have authorized school authority sign and date.
- Student enrollment & eligible students for free and reduced lunch
- Copy of Technology Plan
- A copy of one month telecommunication bills



## Deadlines & Responsibilities

To help all parties better understand the E-rate process and the responsibilities that go along with it, below is a time line for the 2012/2013 E-rate funding year. E-rate is a very deadline oriented program. It is imperative that requirements be met by the USAC designated time line. E-rate will work in tandem with the District E-rate Contact to ensure that these deadlines are realized. Listed are the major events that occur throughout the E-rate process. For your reference, we have provided a brief description of these events.

### CLIENT FURNISHED INFORMATION (CFI)

To begin the 2012/2013 E-rate process E-rate will need to have specific information regarding the District's telecommunications and technology services.

- E-rate will provide the district with a questionnaire template (Client Furnished Information Packet to follow) and request a complete copy of all bills that the District desires E-rate funding for.
- **Brick Township Board of Education** will complete the questionnaire and return to E-rate along with a copy of all bills that they are requesting E-rate funding for.
- **TIME FRAME: May 2011 – September 2011\***

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### LETTER OF AUTHORIZATIONS

Templates titled "letter of authorization" must be copied on district letterhead signed by the authorized school personnel and return to E-rate Exchange.

- E-rate will provide the district with templates (Client Furnished Information Packet to follow)
- **Brick Township Board of Education** will copy LOA's onto school letterhead, sign and return to E-rate.
- **TIME FRAME: May 2011 – September 2011\***

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### SCHOOL ENROLLMENT INFORMATION

Student Enrollment and participation in the Free and Reduced lunch program is how the E-rate discount level is calculated.

- E-rate will request this information in your Client Furnished Information packet
- **Brick Township Board of Education** is responsible for providing E-rate school enrollment eligible Free & Reduced student count as submitted each month to DOE.
- **TIME FRAME: May 2011 – September 2011\***

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### UPDATE TECHNOLOGY PLAN

A requirement of the E-rate program is to have a DRAFT version of the Technology Plan in place prior to filing the Form 470. The technology plan should detail the telecommunications services, Internet Access and Internal Connections the district will have in place for the 2012 Funding Year. Services identified in your technology plan should be supplied to E-rate so that they can be included on your Form 470.

- **Brick Township Board of Education** is responsible for creating their Technology plan.
- **TIME FRAME: March 2011 – September 2011\***

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### FORM 470

The purpose of the Form 470 is to notify the SLD that you are seeking E-rate discounts and to initiate the mandatory 28 day competitive bidding process. When considering bids, price should be the most heavily weighted factor. Services listed on the Form 470 should map to your Technology plan. The E-rate program likes to see competition.

- E-rate will complete the Form 470, post it to the SLD web site and assist **Brick Township Board of Education** during the 28 day bidding period. E-rate will also provide a bid log.
- **Brick Township Board of Education** is responsible for maintaining fair and open bidding during the required 28-day competitive bidding period and documenting the service provider responses.
- **TIME FRAME: October 2011 – December 2011\***

\*All time frames are projected and dependent upon USAC's sanctioned time line. The time line for funding year 2012/2013 has yet to be formally established by USAC.

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### 28 DAY COMPETITIVE BIDDING PROCESS

E-rate Exchange provides E-rate Consulting Services and is not associated with any service providers that provide eligible E-rate products or services. E-Rate Exchange is not responsible for negotiating contracts with service providers. All negotiations with service providers are the responsibility of the applicant. The applicant must be ready to accept bids once the Form 470 is posted on the USAC website. The applicant also must take an affirmative role in evaluating such bids. The applicant is responsible to receive solicitations from vendors during 28-day competitive bidding period and record interested vendors on bid log supplied by E-rate Exchange.



## **Deadlines & Responsibilities (Continued)**

### **FORM 471**

The Form 471 is the second form to be submitted in order to receive E-rate discounts on eligible services. The Form 471 requests the services the applicant is seeking E-rate discounts on. Each Funding Request identifies the eligible amounts from each service provider and the E-rate discount the applicant can receive funding on. Legal contracts signed and dated by both parties, must be in place before Form 471 can be submitted.

- **E** will complete and file the Form 471 and submit the necessary backup documentation to the SLD. (i.e. Item 21 etc.)
- **Brick Township Board of Education** is responsible for submitting copy of complete bills in a timely manner.
- **TIME FRAME: November 2011 – January 2012\***

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### **PROGRAM INTEGRITY ASSURANCE (PIA)**

Representatives of the SLD thoroughly review each Form 471 and ask questions about your applications. Most questions are clerical and **E** responds on your behalf. There may be a time we need to collect additional information from you. The SLD require responses within fifteen (15) days (including weekends and holidays). Therefore, PIA requests are responded to with high priority.

- As further documents are required, **E** will contact **Brick Township Board of Education** accordingly.
- **TIME FRAME: February 2012 – October 2012\***

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### **FUNDING COMMITMENT DECISION LETTER (FCDL)**

A Funding Commitment Decision Letter (FCDL) is confirmation from the SLD describing the amount of funding for requested E-rate eligible services. If a funding request is denied for some reason the appeal process will be initiated by **E** and appropriate letters and documentation will be submitted.

- **E** will review the FCDL and provide a copy to **Brick Township Board of Education**
- **Brick Township Board of Education** will retain a copy of the FCDL from their E-rate records
- **TIME FRAME: May 2012 to October 2012\***

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### **FORM 486**

The Form 486 secures the District's intention to receive and pay for E-rate eligible services. USAC cannot process a payment related to a Funding Request Number (FRN) unless a properly completed Receipt of Service Confirmation Form (Form 486) has been submitted by the applicant and processed for that FRN.

- **E** will prepare for submission Form 486 to secure E-rate funds awarded
- **Brick Township Board of Education** will review, sign and return the form 486 to **E** by the requested due date. Note: **Brick Township Board of Education** must have an approved technology plan that includes funding year 2012/2013 before a form 486 can be filed.
- **TIME FRAME: February 2012 – October 2012\***

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### **FORM 472**

This phase of the E-rate process collects the awarded funds. Where applicable, E-rate Exchange will request that Service Providers supply E-rate reimbursement as discounts on client's bills. The discounts will be issued by participating vendor. Where discounts to bills are not allowable, E-rate Exchange will manage the Billed Entity Applicant Reimbursement (BEAR Form 472) process too assure eligible reimbursements are received.

- **E** will establish the discount to bill or the BEAR process with service providers and confirm all eligible reimbursements. **E** will provide template for listing of monthly expenditures of each service provider where applicable.
- **Brick Township Board of Education** will provide monthly expenditures for each service provider where applicable.
- **TIME FRAME: July 2013 – October 2013\***

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### **RETENTION OF RECORDS AND AUDITS**

Applicants **MUST** maintain their records for at least five years to be able to comply with audits and other inquiries or investigations. USAC and the FCC visit a sample of applicants to ensure services have been delivered in compliance with FCC rules.

- **E** will maintain **Brick Township Board of Education** records on file for at least five years. If **Brick Township Board of Education** is randomly selected for an audit; for an *additional fee*, **E** can assist in preparing necessary documentation for the audit.

\*All time frames are projected and dependent upon USAC's sanctioned time line. The time line for funding year 2012/2013 has yet to be formally established by USAC.



**Timeline:**

The project has a very aggressive schedule that will need to be maintained to maximize E-rate Funding. Below details the timeline that E-rate Exchange will use to manage the process.

Meet with Client to Plan Funding Year 2012 .....	June 1 - 30, 2011
Collect Client Furnished Information for Funding Year 2012.....	July 1, - Sept. 15, 2011
Post Form 470.....	July 1, - Sept. 30, 2011
28 Day Competitive Bidding Window .....	July 1 - Nov. 30, 2011
Meet with Client to review E-rate Funding for Funding Year 2012 .....	Aug. 15 – Sept. 15, 2011
Prepare & File Form 471 .....	Sept. 1, 2010 – January 2012
Client Approves Form 471 .....	January 2012
Form 471 is submitted to SLD.....	No later than the 2012 FY deadline

**Consultant Fee:**

The Consultant Fee for the statement of work shall be fixed and made payable according to the milestones set forth below:

- The fixed fee shall be for Funding Year 2012 Priority One..... \$10,500
- The fixed fee shall be for Funding Year 2013 Priority One..... \$10,500

**Payment Schedule:**

Client shall pay for services according to the payment schedule listed below.

**Funding Year 2012**

- Begin E-rate Application Funding Year 2011 (July 1, 2011)..... \$5,250
- Final Payment (March 1, 2012)..... \$5,250

**Funding Year 2013**

- Begin E-rate Application Funding Year 2012 (July 1, 2012)..... \$5,250
- Final Payment (March 1, 2013)..... \$5,250

**Term of the Agreement:** The term of this Agreement shall be for two (2) year, unless terminated by Consultant for nonpayment of Consultant fee. This agreement shall be subject to renewal until summer 2013 at which time both parties will review the fee structure and mutually agree to a fee structure.

**Address for Giving Notices:**

**Client: Brick Township Board of Education**

**Consultant: E-rate Exchange, LLC**

101 Hendrickson Ave.

1204 James Street

Brick, NJ 08724

Syracuse, NY 13203