E-Rate Forms Processing Contract

Prepared For

Suwannee County School District
1740 Ohio Avenue, South
Live Oak, FL 32064

Date
July 9, 2020

Contract 04168

Prepared by

eRate 360 Solutions
903 Swift Bear St.
Henderson, NV 89002

888.535.7771
866.569.3019 - fax

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1.0 Purpose of Document

The purpose of this contract is to define deliverables and establish expectations between Suwannee County School District (Client) and eRate 360 Solutions, LLC (eRate 360). It is not the intention of eRate 360 to account for every possible contingency or potential risk that may occur during the term of this agreement, but instead to detail requirements for a successful engagement.

2.0 Statement of Objectives

The objective of this Contract is to provide full service e-rate forms processing services to Client. Client requires that eRate 360 has the necessary experience and knowledge of Universal Service Administration Company (USAC) policy, procedures, and processes in combination with telecommunications service technologies and invoicing to provide the services outlined in the document. Based on these requirements eRate 360 is prepared to dedicate the resources necessary to begin this engagement for Client, once acceptance has been obtained and the terms have been agreed to. In summary, eRate 360 will perform the following:

- Preparation of E-Rate funding forms and applications to include, but not limited to:
    - Form 470
    - Form 471
    - Form 486
    - Form 472
    - Form 500
- In the event that there is a change to eligible services, eRate 360 will prepare, submit and follow through to final decision any Service Substitutions, SPIN Changes, or any other associated forms, letters or documentation to substantiate and work toward approval on such adjustments to funding requests.

In performing the above stated tasks, eRate 360 will also deliver to Client:

- Project Management of E-Rate application processes
- Records management

Any additional services outside of E-Rate forms processing as outlined in this Contract will be defined and presented in a separate proposal and is considered beyond the scope of this agreement. Any additions to the service outlined may be added during the term of this engagement, a supplemental agreement will be drafted and executed at that time and will be exclusive of any account setup fees.

3.0 Scope of Work

Client has identified an immediate need to for applications processing, appeals submittal (when and if necessary) and reimbursements for services eligible within the Universal Service Fund Program. The following details the process that will be followed to deliver results to Client:

3.01 Knowledge Transfer

In order to effectively manage the application and reimbursement process for Client, it is imperative that eRate 360 rapidly obtain as much information as possible as it relates to Client applications. If the originating Client primary contact is unavailable for Knowledge Transfer, it is assumed that this process may result in many unknowns and could require significant amounts of forensic activities to complete. This process will require time spent between eRate 360 and Client discussing every aspect of the funding process and review of all available documentation. Based on the outcome of Knowledge Transfer, eRate 360 and Client will be able to define and establish priorities, immediate tasks and resources.

- Identify Client stakeholders relevant to E-Rate processes
  - Contact Information
  - Relationship to projects and FRNs
- Overview of funding status for each Form 471, FRN by FRN.
- Review/Obtain/Organize Client provided documentation, to include CIPA compliance documentation.
- Review/Obtain/Organize USAC provided documentation

3.02 Documentation Transfer

eRate 360 encourages the Client to convert all E-rate related documents to electronic format, preferably PDF format (with the exception of Excel or other spreadsheets). However, if documents are not in PDF format, eRate 360 will:

- Convert non-PDF files (with the exception of Excel or other spreadsheets) to PDF format.
- Scan all paper documents to PDF format for a fee to be negotiated. eRate 360 will return all scanned paper documents if so requested by the Client; otherwise these paper documents will be recycled.

Only electronic formatted documents will be stored for duration of the term detailed in Section 3.10 below.

3.03 Project Management

In order to obtain E-Rate funding on eligible services, close communication is required between eRate 360, Client, its vendors, service providers and USAC to be successful. eRate 360 will designate the resources required to perform specific tasks in managing the application and funding process to completion. The resources identified will be designated as primary or secondary contacts with USAC. Based on the outcome of Knowledge Transfer, eRate 360 will assist in the management of existing, processing new and resolving to reimbursement all eligible Funding Requests.

eRate 360 will designate an eRate 360 Compliance Officer as primary contact for all E-rate purposes, with the exception of the Form 470, for which the Client must designate their employee as primary contact and, if appropriate, technical contact.

3.04 Appeals

If, through no fault of the Client, USAC does not approve requested funding or does not reimburse a funding request, eRate 360 will prepare, submit and follow through to final decision any associated letters of appeal and/or waiver requests.

Appeals filed as the result of failure of the client to adhere to the E-rate process as managed by eRate 360 will be considered to be beyond the scope of this agreement and will be prepared and filed only through a separate Appeals proposal for a fee to be negotiated.

3.05 Requests for Proposal

eRate 360 will advise Client concerning procurement policies and procedures related to E-rate participation. eRate 360 will not encourage or recommend the use of specific technologies or services for an applicant.

Client will thoroughly discuss use of any documentation supplementing the Form 470 by describing or providing additional details regarding services for which bids are being requested. Such documents, regardless of their designation, are generally considered to be Request For Proposal (RFP) under E-rate rules. If an RFP is to be used, this fact must be indicated on the Form 470.

- Client is responsible to send a draft of the RFP to eRate 360 for review, for preparation and timely publication of any RFPs, and for compliance with state and local regulations.
- eRate 360 will review any such RFPs for compliance with E-rate rules and will coordinate the Client's publication of such RFPs with eRate 360's submission of the related Form 470.

3.06 Competitive Bidding

eRate 360 will advise Client on the application of E-rate regulations to the choices of particular technology solutions or contracting issues. eRate 360 will provide a client with publicly available information concerning another entity's E-rate participation. eRate 360 will not provide specific criteria for the evaluation of proposals, serve on an evaluation committee, receive and /or score proposals, or otherwise aid in the awarding of contracts.

- eRate 360 will review for compliance with E-rate rules bid evaluation and winning bid selection documents. For this purpose eRate 360 encourages the Client to utilize the "Evaluation Grid" to be provided by eRate 360.
- The Client must provide eRate 360 with a copy of the completed bid evaluation and selection documents prior to submission of the Form 471 by eRate 360.

3.07 Forms Processing

eRate 360 will prepare all E-Rate applications, as well as any other required forms and supporting materials, within a commercially reasonable period of time following receipt from Client of all information and data necessary to complete the forms. Any services eRate 360 provides relating to the preparation of FCC Forms 470, 471, 472, 479, 486, 500 and any other forms under the E-Rate program will be based solely on information Client furnishes to eRate 360. eRate 360 will not audit or otherwise verify the accuracy of the Client's data, although eRate 360 may request Client to clarify some information in the course of eRate 360's work.

3.08 Reimbursement Processing

Upon receipt of an approved Funding Commitment Decision Letter (FCDL) from USAC:

- Form 486: eRate 360 will be responsible to prepare and submit Form 486, with information provided by the Client.

- Invoicing USAC for reimbursement of eRate discounts: eRate 360 will inform the Client of the two reimbursement options: discounts on service provider invoices (Form 474 or SPI option) or reimbursement to the Client of discount by USAC (Form 472 or BEAR option).
    - SPI (Form 474): eRate 360 will assist the Client in providing the service provider with information the provider requires to provide discounts on their invoices.
    - BEAR (Form 472):
        - eRate 360 will be responsible to provide the Client with worksheets and instructions for recording payment information necessary for preparation and submission of the Form 472.
        - The Client is responsible for complete and accurate preparation of the worksheets provided by eRate 360 and for prompt return (within 2 to 4 weeks) of these worksheets and other documents requested by eRate 360 for its preparation and submission the Form 472.
        - eRate 360 will specifically request that all reimbursement checks are sent to Client's billing address.
        - eRate 360 will advise the Client as to the status of the Form 472 and of the amount and timing of such reimbursements from USAC when such information is available.

3.09 Forms Filed by Another Agency

If eRate 360 assists another agency, whether if be government or private, in filing any E-rate application or form where eRate 360 is not the submitter and/or certifier, eRate 360 is not responsible if the application or form is denied by USAC for any reason.

3.10 Records Management

Per E-rate regulations, the Client is ultimately responsible for all document retention. In support of the Client's responsibility, eRate 360 will maintain Client E-rate documents for a period of ten years from the final delivery of services and/or products unless otherwise instructed in writing by Client.

- eRate360 will scan all hardcopy documents in PDF format and will maintain only electronic copies.
- eRate360 will not maintain hardcopy documentation. Hardcopy files may be maintained by the Client at their discretion.

4.0 Out of Scope Work

eRate 360 will not be expected or required to perform any tasks not specifically detailed herein or in any subsequent formal Scope of Work. Any work requested by Client that is beyond the scope of this engagement will require the completion of a supplemental agreement which will be drafted and executed at that time and will be exclusive of any account setup fees.

5.0 Customer Responsibilities

Based on our experience, successful projects of this type require that Client and eRate 360 work closely together and share information. The following list describes basic information and responsibilities required from Client. In order to provide the level of work expected of eRate 360, Client will be responsible for providing, but not limited to:

- Identifying facilities, services and/or contracts to receive e-rate eligible service from eRate 360.
- Execute Contract
- Executing USAC Letter of Agency (Attachment B).
- Making available all files and records pertinent to Client's E-Rate participation.
- Creating and adhering to a filing timeline set by client and eRate 360.
- Being available for meeting with USAC or vendors regarding E-Rate eligible services and funding.
- Responding promptly to all requests from eRate 360.

6.0 Term

The term of this agreement will extend from the date executed by eRate 360 and will terminate upon fulfillment of the final funding request of the following Funding Year(s),

FY 24 (2021 - 2022); FY 25 (2022 – 2023); FY 26 (2023 - 2024)

and after final payment to eRate 360 has been received.

7.0 No Legal Services

Client understands and acknowledges that eRate 360 provides technical and administrative services only. eRate 360 does not provide any legal services. If questions should arise during the term of this Agreement, Client should seek independent legal counsel regarding such issues.

8.0 Governing Law and Venue

This agreement will be governed by and constructed in accordance with the laws of the state of Florida. In the event of any litigation arising from this Agreement, the Parties agree that the exclusive state court forum for said litigation shall be in Suwannee County, in the court of appropriate jurisdiction. The parties hereby knowingly, voluntarily and intentionally waive any right it may have to a trial by jury with respect to any litigation related to or arising out of, under, or in conjunction with this agreement.

9.0 Sovereign Immunity

Nothing in this Agreement shall be interpreted or constructed to mean that the Client waives its common law sovereign immunity or the limits on liability set forth in Florida Statutes.

10.0 Public Records

For all contractors as set forth in Section 119.0701, Florida Statutes see Attachment C which is incorporated by reference herein.

11.0 Financial Summary

eRate 360 is committed to providing a level of service unsurpassed and the highly sought after, but rarely found subject matter expertise, technology and proven processes to effectively and efficiently process and obtain reimbursements through the USF's E-Rate program. eRate 360 is prepared to begin this project immediately upon acceptance by Client.

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Item	Fee	Description
Account Setup Fee	$0.00	• Account Setup • Server Storage
FY 24 (2021 - 2022) – Billed in 2020 FY 25 (2022 - 2023) – Billed in 2021 FY 26 (2023 - 2024) – Billed in 2022	$6,500.00	Forms Processing Services (Category 1)
FY 24 (2021 - 2022) – Billed in 2021 FY 25 (2022 - 2023) – Billed in 2022 FY 26 (2023 - 2024) – Billed in 2023	• 2.5% of Funds Approved (Not to exceed $7,500)	Forms Processing Services (Category 2)

Invoices are payable within 30 days. Invoices paid after 60 days are subject to late penalty fees of 2% for every 30 days beyond the 30 day payment term.

Any on-site travel required, will be billed at the prevailing daily per diem rate established by the GSA.

eRate 360 is confident that our pricing schedule is commensurate with the level of work that is required to successfully manage and process all available eligible funding, taking into consideration the amount of funding the Client will receive through our efforts, and the level of service, the return on investment for Client will be of high value and low risk.

Suwannee County School District

Signature

"Ted L. Roush
Printed Name

Superintendent of Schools
Title

JUL 28 2020
Date

eRate 360 Solutions, LLC

Signature

Keith C. Oakley
Printed Name

Managing Partner
Title

7/9/2020
Date

"Approved as to Form and Sufficiency
BY
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Chairperson, Suwannee County School Board

12.0 E-Verify

1. **E-Verify**. Effective July 1, 2020

   A. Pursuant to Fla. Stat. § 448.095, Contractor shall use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees **hired on or after January 1, 2021** during the term of this Agreement.

   B. Subcontractors

      (i) Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

      (ii) Subcontractors shall provide Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Fla. Stat. § 448.095.

      (iii) Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.

   C. Contractor must provide evidence of compliance with Fla. Stat. § 448.095 by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number.

   D. Failure to comply with this provision is a material breach of the Agreement, and School Board may choose to terminate the Agreement at its sole discretion. Contractor may be liable for all costs associated with School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary).

Attachment A

eRate 360 Solutions, LLC
E-Rate Consulting Agreement for FY 24 (2021 - 2022); FY 25 (2022 – 2023); FY 26 (2023 - 2024)
Contract 04168

This Agreement is made effective as of July 1, 2020 by and between eRate 360 Solutions, LLC with its principal place of business at 903 Swift Bear Street, Henderson, NV 89002 (herein eRate 360) and Suwannee County School District (herein "client") with its principle place of business at 1740 Ohio Avenue, South, Live Oak, FL 32064. The term of this agreement will extend from the date executed by eRate 360 and will terminate upon fulfillment of the final funding request of the funding year(s) FY 24 (2021 - 2022); FY 25 (2022 – 2023); FY 26 (2023 - 2024) and after final payment to eRate 360 has been received.

eRate 360 will provide the services as stated in the Scope of Work above.

The compensation to eRate 360 for all E-Rate forms processing services, implemented by eRate 360 will be $6,500.00 for Category 1 Services and 2.5% of Funds Approved (not to exceed $7,500) for Category 2 Services for FY 24 (2021 - 2022); FY 25 (2022 – 2023); FY 26 (2023 - 2024). If client decides to engage eRate 360 to provide full service E-Rate consulting for subsequent school years, a renewal agreement will be drafted and executed at that time and will be exclusive of any account setup fees.

In witness whereof, the parties have caused this Agreement to be executed by duly authorized officers as of the date set forth above.

Suwannee County School District	eRate 360 Solutions, LLC
Signature	Signature
Ted L. Roush Printed Name	Keith C. Oakley Printed Name
Superintendent of Schools Title	Managing Partner Title
JUL 2 8 2020 Date	7/9/2020 Date

Chairperson, Suwannee County School Board

"Approved as to Form and Sufficiency
BY
Leonard J. Dietzen, III
Rumberger, Kirk & Caldwell, P.A.
Suwannee School Board Attorney"

Attachment B

The next two pages are a Letter of Agency (LOA) authorizing eRate 360 Consulting employees to act on your behalf for e-rate matters. Please copy and paste the LOA onto your letterhead, complete the signature section on the bottom of the second page, and fax the completed Contract and LOA to 866-569-3019. Also, please a signed hard copy to 903 Swift Bear Street, Henderson, NV 89002.

Letter of Agency

Suwannee County School District
Billed Entity Number: 127559

Letter of Agency For FY 24 (2021 - 2022); FY 25 (2022 – 2023); FY 26 (2023 - 2024)

I hereby authorize eRate 360 Solutions, LLC and its employees: Keith C. Oakley, Rich Larson, Carlos Alvarez, Matt Hetman, Fred Josephs, Bert Garofano, Carl Parker, Courtney Santiago, and John Harvey to submit FCC Form 470, FCC Form 471, and other E-rate forms; to submit various change applications such as SPIN changes and service substitutions; and to perform other actions appropriate to the E-rate process, to the Schools and Library Division of the Universal Service Administrative Company on behalf of **Suwannee County School District** for all eligible services outlined in the most current "Eligible Services List" published by USAC. I understand that, in submitting these forms on our behalf, you are making certifications for **Suwannee County School District**. By signing this Letter of Agency, I make the following certifications

(a) I certify that **schools in our district** are all schools under the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. §§ 7801(18) and (38), that do not operate as for-profit businesses and do not have endowments exceeding $50 million.

(b) I certify that our **school district** has secured access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity, necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support. I certify that to the extent that the Billed Entity is passing through the non-discounted charges for the services requested under this Letter of Agency, that the entities I represent have secured access to all of the resources to pay the non-discounted charges for eligible services from funds to which access has been secured in the current funding year.

(c) I certify that our **school district** did not receive, either directly from a service provider listed on any FCC Form 471 filed by this Billed Entity for this funding year or through assistance from a service provider listed on any FCC Form 471 filed by this Billed Entity for this funding year, any of the funds to pay the non-discount share of the services requested through the FCC Form 471 process and to secure access to the resources necessary to make effective use of those discounts.

(d) I certify that our school district is responsible for selecting the service provider(s) and that in exercising that responsibility has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements, and that our school district complies with them

(e) I certify that the services the district purchases at discounts provided by 47 U.S.C. § 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the rules of the FCC at 47 C.F.R. § 54.500(et seq.). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

(f) I certify that our **school district** has complied with all program rules and I acknowledge that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. I acknowledge that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.

(g) I acknowledge that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools and libraries that are treated as sharing in the service, receive an appropriate share of benefits from those services.

(h) I certify that I will retain required documents for a period of at least ten years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the statute and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, I will make such records available to the Administrator. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

(i) I certify that I am authorized to order E-rate eligible services for the eligible entity(ies) covered by this Letter of Agency. I certify that I am authorized to make this request on behalf of the eligible entity(ies) covered by this Letter of Agency, that I have examined this Letter, that all of the information on this Letter is true and correct to the best of my knowledge, that the entities that will be receiving discounted services under this Letter pursuant to this application have complied with the terms, conditions and purposes of the program, that no kickbacks were paid to anyone and that false statements on this form can be punished by fine or forfeiture under the Communications Act, 47 U.S.C. §§ 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. § 1001 and civil violations of the False Claims Act.

(j) I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program. I will institute reasonable measures to be informed, and will notify USAC should I be informed or become aware that I or any of the entities, or any person associated in any way with my entity and/or the entities, is convicted of a criminal violation or held civilly liable for acts arising from their participation in the schools and libraries support mechanism.

(k) I certify that the non-discount portion of the costs for eligible services will not be paid by the service provider. The pre-discount costs of eligible services featured on this FCC Form 471 are net of any rebates or discounts offered by the service provider. I acknowledge that, for the purpose of this rule, the provision, by the provider of a supported service, of free services or products unrelated to the supported service or product constitutes a rebate of some or all of the cost of the supported services.

(l) I certify that I am authorized to sign this Letter of Agency and, to the best of my knowledge, information, and belief, all information provided to **eRate 360 Solutions, LLC** for E-rate submission is true.

District: Suwannee County School District

Date: 8/3/20

Signature: Vickie DePratter

Printed Name: Vickie DePratter

Title: Chief Financial Officer

Attachment C

Public Records Law Requirements
under Chapter 119.0701, Florida Statutes

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, HE OR SHE MUST CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS, VICKIE MUSIC DePRATTER, CPA, CHIEF FINANCIAL OFFICER, AT 386-647-4609, VICKIE.DEPRATTER@SUWANNEE.K12.FL.US, OR 1740 Ohio Avenue, South, Live Oak, FL 32064.

If you are a contractor as defined by Section 119.0701(1)(a), Florida Statutes, you must comply with Florida's public records law.

You must keep and maintain public records required by the School District to perform the contracted services.

Upon request from the School District's Custodian of public records, you must provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or otherwise provided by law.

You must ensure that public records which are *exempt* or *confidential and exempt* from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract, if the contractor does not transfer the records to the District.

Upon completion of the contract, you must transfer, at no cost, to the District all public records in possession of the contractor or continue to keep and maintain public records required by the District to perform the contracted services. *See* Section 119.0701(2)(b)4, Florida Statutes, for additional record keeping requirements.

REQUEST FOR RECORDS RELATING TO DISTRICT'S CONTRACT FOR SERVICES

A request to inspect or copy public records relating to a District's contract for services must be made directly to the District's records custodian. If the District does not possess the requested records, the District shall immediately notify the contractor of the request, and the contractor must provide the records to the District or allow the records to be inspected or copied within a reasonable time.

If contractor does not timely comply with the District's request for records, the District shall be able to sue for breach of contract and the prevailing party shall be entitled to attorney's fees.

A contractor who fails to provide the requested public records to the District within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes.