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E-RATE EXCHANGE SERVICES AGREEMENT

FOR

Black Horse Pike Regional School District



E-RATE SERVICES AGREEMENT

THIS AGREEMENT has been entered into as of the May 1st, 2013, by and between:

E-rate Exchange, LLC, 6627 Turnstone Lane, Bradenton, FL 34202 (the “**Consultant**”); and Black Horse Pike Regional School District, with an address of 580 Erial Road Blackwood, NJ 8012 (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 30 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. Invoices not paid within thirty (30) days are subject to a late fee of one and one-half percent (1½%) per month of the past due amount.



5. **Additional Services:** If the Client wishes to have the Consultant to 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 York, 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 May 1st, 2013

Client: Black Horse Pike Regional School

Consultant: E-RATE EXCHANGE

DocuSigned by:
 District
Jean Grubb
 BB29D75CE28C489...
 (Signature)
 May 10, 2013
 (Date)
 Jean Grubb
 (Printed Name)
 School business administrator
 (Title)

 (Signature)

 (Date)
 Shari D. Phillips
 (Printed Name)
 President
 (Title)



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 May 1st, 2013.

- 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



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.

**This timeline is strictly a guide, as specific deadlines are determined by USAC and may vary from year to year.*

Collect Client Furnished Information for Funding Year 2014	April - July, 2013
Post Form 470.....	July - Sept, 2013
28 Day Competitive Bidding Window.....	July - Nov, 2013
Meet with Client to review E-rate Funding for Funding Year 2014	Oct - Dec, 2013
Prepare & File Form 471	Jan – March 2014
Client Approves Form 471.....	Jan – March 2014
Form 471 is submitted to SLD.....	No later than the 2014 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 2014 Priority One \$2,500.00
- The fixed fee shall be for Funding Year 2015 Priority One \$2,500.00

Payment Schedule:

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

Funding Year 2014

- Begin E-rate Application Funding Year 2014 (July 1, 2013) \$1,250.00
- Final Payment (March 1, 2014) \$1,250.00

Funding Year 2015

- Begin E-rate Application Funding Year 2015 (July 1, 2014) \$1,250.00
- Final Payment (March 1, 2015) \$1,250.00

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 automatically renew July 1st of each E-rate funding Year.

Address for Giving Notices:

Client: Black Horse Pike Regional School District

Consultant: E-rate Exchange, LLC

580 Erial Road
Blackwood, NJ 8012

6627 Turnstone Lane
Bradenton, Fl 34202