

BLANCO ORDOÑEZ MATA & WALLACE, P.C.

ATTORNEYS AND COUNSELORS AT LAW

JERRY WALLACE
jwallace@bomwlawfirm.com

MEMORANDUM

TO: Dr. Pedro Galaviz

FROM: Blanco Ordoñez Mata & Wallace, PC

DATE: August 16, 2013

RE: ESC Region 12 E-Rate Consulting's (ESC12E-Rate) RFP Manager Program

We have reviewed the captioned contract and submit herewith the following documents and information.

Attached please find a proposed Resolution approving the agreement and adopting electronic bidding procedures that pertain to the E-Rate purchases. CISD's policy CH provides for electronic bidding provided that procedures are adopted to ensure the security and confidentiality of the process. The attached Resolution is intended to satisfy that requirement. Since Region 12 already has these procedures in place (as outlined in their August 1, 2013 e-mail), the Resolution simply acknowledges and adopts those procedures for the E-Rate bidding process.

Please note that the terms of the agreement require that CISD respond on rather short notice to inquiries from Region 12 and that CISD designate individuals to be available to Region 12 to assist in the process of completion of E-Rate documentation, bidding and purchasing procedures. Moreover, note the requirements of 8 and 9 of CISD's Responsibilities and Obligations related to CISD's technology plan and TEA approval thereof.

Also note that the contract automatically renews each year unless notice of termination is submitted to Region 12 at least 30 days prior to July 1.

Should you have questions or require additional information with respect to this or any other matter, please do not hesitate to contact us.

RESOLUTION
APPROVING E-RATE CONSULTING CONTRACT
AND ADOPTING ELECTRONIC BIDDING PROCEDURES

STATE OF TEXAS)	TO THE REGION XII
)	EDUCATION SERVICE
)	CENTER

WHEREAS, the Board of Trustees of Canutillo Independent School District, Canutillo, Texas (“CISD”) desires to participate in ESC Region 12 E-Rate Consulting’s (ESC12E-Rate) RFP Manager Program, and believes that participation in the program will be beneficial to CISD students and taxpayers through the anticipated efficiencies to be realized; and

WHEREAS, the Board of Trustees of CISD desires to adopt the electronic bids and proposals procedures used by ESC Region 12 in connection with the services ESC12E-Rate will provide to CISD, now therefore, be it

RESOLVED that the Canutillo Independent School District as follows:

Section 1: The E-Rate Consulting Contract Agreement between The Education Service Center Region 12 E-Rate Consulting and Canutillo Independent School District attached hereto as Exhibit 1 be, and same is hereby approved; and Superintendent, Pedro Galaviz, is hereby authorized and directed to sign and deliver the agreement and all other necessary requests and documents in connection therewith for and on behalf of CISD.

Section 2: That pursuant to CISD policy CH (legal) the receipt of bids or proposals in connection with E-Rate Contracts by electronic transmission is authorized and the following rules are adopted to ensure the identification, security and confidentiality of electronic bids or proposals to ensure electronic bids or proposals remain effectively unopened until the proper time:

Pursuant to the covenants and requirements in the E-Rate Consulting Contract Agreement between CISD and The Education Service Center Region 12 E-Rate Consulting, CISD

may accept bids or proposals through electronic transmission pursuant to Policy CH and pursuant to procedures established and administered by Education Service Center Region 12 related to E-Rate bidding and proposals to ensure identification, security and confidentiality of electronic bids or proposals and to ensure that said bids or proposals remain effectively unopened until the designated time. CISD hereby adopts the procedures established by The Education Service Center Region 12 E-Rate Consulting to guide the solicitation review and acceptance of E-Rate bids and proposals.

SO RESOLVED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT this the _____ day of August, 2013.

CERTIFICATE

I certify that the foregoing is a true and correct original Resolution duly adopted by the Canutillo Independent School District and is filed on record at CISD Administrative Offices and with The ESC Region 12 E-Rate Consulting Office.

In witness thereof, I have hereunto set my hand and affixed my official seal this _____ day of August, 2013.

CANUTILLO INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES

By: _____
Patricia Mendoza, Secretary, Board of Trustees

ATTEST:

Pedro Galaviz, Superintendent of Education

EXHIBIT 1



E-Rate Consulting Contract Agreement

The Education Service Center Region 12 E-Rate Consulting, (“ESC12E-Rate”) and **Canutillo ISD** (“Applicant”) each agree to perform the obligations listed in this Agreement which includes a Letter of Agency and Exhibit A.

Letter of Agency. Applicant hereby authorizes **ESC12E-Rate** to file FCC Forms 470, 471 486, 472, 500, and other relevant FCC forms necessary to comply with E-Rate program rules on behalf of the Applicant for all Program Years, past, present, and future as necessary. These FCC forms are necessary to receive Universal Service Fund monies, more commonly known as the “E-Rate Program.” With the sole exception of ESC12E-Rate acting as an agent of Applicant for the purpose of filing FCC Forms 470, 471 486, 472, 500, and other relevant FCC forms and all processes necessary to comply with E-Rate program rules on behalf of the Applicant for all Program Years, past, present, and future as necessary, the Applicant does not authorize ESC12E-Rate to act as an agent of the Applicant or on behalf of the Applicant in any other capacity.

The Applicant will (1) be listed as the contact person on the above referenced FCC forms, unless otherwise agreed upon; (2) sign any and all of said FCC Forms, unless otherwise agreed upon; (3) sign any and all additional FCC Forms which might become necessary to obtain discounts or stay within FCC Program rules, unless otherwise agreed upon; and (4) order services listed on the application. The Applicant understands that they are liable for any and all certifications and representations made on FCC Forms concerning the E-Rate program.

This Agreement is subject to change based upon program rule changes made by the FCC or the Schools and Libraries Division (SLD) of the Universal Service Administrative Company, as well as any changes in applicable federal or state law. Either party’s failure to fulfill the obligations listed below will discharge, at the option of the other party, such other party’s obligations contained herein. To the fullest extent permitted under Texas law, Applicant agrees to indemnify, defend, and hold harmless ESC12E-Rate for any and all claims arising hereunder or related to this Agreement, including matters within the jurisdiction of state or federal administrative agencies. Any waiver by either party of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof.

Signing below also indicates that both parties agree to every provision of the Agreement and Exhibit A. This Agreement is valid from the time both the applicant and ESC12E-Rate validates the contract with a signature until discontinuation of services is requested by Applicant, which must be provided to ESC12ERate in writing at least thirty (30) days prior to July 1 of the following Program Year.

This Agreement and Exhibit A contain the entire agreement of the parties relative to the purposes of the Agreement. In the event of a conflict between this Agreement and Exhibit A, Exhibit A shall control.

Failure by the Applicant to perform the obligations and responsibilities listed on this Agreement, and the possible loss of funding as a result thereof, does not discharge full payment obligations of the Applicant.

By signing this Agreement, Applicant makes the following certifications:

- a) Applicant certifies that the schools in its system meet the statutory definitions of elementary and secondary schools found in the No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7801(18) and (38), do not operate as for-profit businesses and do not have endowments exceeding \$50 million.
- b) Applicant certifies that its schools has/have 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. Applicant recognizes that some of the aforementioned resources are not eligible for support. Applicant certifies that to the extent that the Applicant is passing through the non-discounted charges for the services requested under this Agreement, that the Applicant represented has secured access to all of the resources to pay the nondiscounted charges for eligible services from funds to which access has been secured in the current funding year.
- c) Applicant certifies that, if required by Commission rules, all of its schools is/are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, and an SLD-certified technology plan approver, prior to the commencement of E-Rate service.
- d) Applicant certifies that it will post Form 470 and (if applicable) make the RFP available for at least 28 days before considering all bids received and selecting a service provider. Applicant certifies that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the most heavily weighted factor.
- e) Applicant certifies that the services the school or district purchases at discounts provided by 47 U.S.C. Sec. 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 Commission's rules at 47 C.F.R. Sec. 54.500(k).
- f) Applicant certifies that its schools have complied with all program rules and acknowledges that failure to do so may result in denial of discount funding and/or cancellation of funding commitments. Applicant acknowledges that failure to comply with program rules could result in civil or criminal prosecution by the appropriate law enforcement authorities.
- g) Applicant certifies that the discount level used for shared services is conditional, for future years, upon ensuring that the most disadvantaged schools that are treated as sharing in the service, receive an appropriate share of benefits from those services.
- h) Applicant certifies that it will retain required documents for a period of at least five (5) years after the last day of E-Rate service delivered. Applicant certifies that it will retain all documents necessary to demonstrate compliance with the Telecommunications Act of 1996 and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts, and that if audited, it will make such records available to ESC Region 12. Applicant acknowledges that it may be audited pursuant to participation in the schools and libraries program.
- i) Applicant certifies that it is authorized to order telecommunications and other supported services for the eligible entity(ies) covered by this Agreement. The Applicant certifies that it is authorized to make this request on behalf of the eligible entity(ies) covered by this Agreement, the Applicant has examined this Agreement, that all of the information on this Agreement is true and correct to the best of the Applicant's knowledge, that the entities that will be receiving discounted services under this Agreement pursuant to Applicant's 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. Secs. 502, 503(b), fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001 and civil violations of the False Claims Act.
- j) Applicant acknowledges 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. Applicant will institute reasonable measures to be informed, and will notify USAC should Applicant be informed or become aware that Applicant or any of the entities, or any person associated in any way with the 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) Applicant certifies, on behalf of the entities covered by this Agreement, that any funding requests for internal connections services, except basic maintenance services, applied for in the resulting FCC Form 471 application are not in violation of the Commission requirement that eligible entities are not eligible for such support more than twice every five (5) funding years beginning with Funding Year 2005 as required by the Commission's rules at 47 C.F.R. Sec. 54.506(c).
- l) Applicant certifies that, to the best of the Applicant's knowledge, the non-discount portion of the costs for eligible services will not be paid by the service provider. Applicant acknowledges that 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.
- m) Applicant certifies that Applicant is authorized to sign this Agreement and, to the best of the Applicant's knowledge, information, and belief, all information provided to ESC12E-Rate for E-Rate submission is true.

Responsibilities and Obligations of the Applicant

1. The Applicant agrees to thoroughly complete the Client Questionnaire in the ESC12E-Rate online management system within **10 Applicant business days after new client orientation has been completed** unless other arrangements have been agreed upon by both parties.
2. The Applicant agrees to inform ESC12E-Rate of any state or local bidding restrictions and/or regulations before filing of FCC Form 470. These restrictions or regulations include, but are not limited to, bonding requirements and media or public notification requirements.
3. The Applicant understands that during the 28 day bidding cycle the Applicant must allow potential vendors equal opportunity to bid on the proposed services listed on FCC Form 470. The Applicant may choose to place qualifications on the bidding process, but any vendor who meets such qualifications must be allowed the opportunity to place a bid within the specified time period.
4. The Applicant agrees to notify ESC12E-Rate of any products or services to be included on the Application that are, or will be, purchased or governed by a contract.
5. The Applicant understands that all contracted services or products (that is, services or products that are purchased or governed by a contract) to be listed on the Application for discounts must be covered under a contract executed in the proper time period (after the 28 day bidding cycle is over, but before the submission of the FCC Form 471). The Applicant further understands that funding for services contracted before the allowable 28 day bidding has ended, or after the 471 Application is submitted, may not be funded.
6. Applicant agrees to document the bid evaluation process (a list of evaluation factors and how many points each bid received for each factor) for any service requested for which one or more bid(s) is received. **All bids received in accordance with applicable laws and Applicant's policies and procedures must be evaluated.**
7. The Applicant agrees to provide ESC12E-Rate copies of an average month's bill for any services not covered under a contract and to be included on the Application. This may include, but is not limited to, monthly phone bills, cell phone bills, paging bills, Internet access bills, and circuit bills.
8. The Applicant agrees to include and describe, in the Applicant's Technology Plan, any purchases of equipment to be included on the Application. The Applicant agrees to have a written technology plan for the relevant funding year before authorizing ESC12E-Rate to file FCC Form 470. The Applicant understands that this description should include budget information as to how the Applicant will pay for said equipment. The Applicant agrees to include and describe any additional services in the Applicant's Technology Plan at the direction of ESC12 E-Rate, including Budget information.
9. The Applicant agrees to have its Technology Plan approved by the appropriate agency (which is usually the Texas Education Agency for Texas public and charter schools) no later than June 30th of the funding year prior to the start of services. The Applicant also agrees to have all of the purchases of equipment and services indicated by ESC12E-Rate, to be included and described (including budget information) in this approved Technology Plan.
10. The Applicant agrees to provide any information necessary to file any FCC form to ESC12E-Rate upon request, **within five (5) Applicant business days** unless otherwise agreed upon by both parties. This includes, but is not limited to, free and reduced lunch information, monthly bills, copies of

contracts, and letters that authorize ESC12E-Rate to obtain account information. **Failure to do so may result in delay of funding and/or denial of funding.**

11. The Applicant agrees to forward to ESC12E-Rate any request for information originated from the SLD or USAC within **three (3) Applicant business days**. **Failure to do so may result in delay of funding and/or denial of funding.**
12. The Applicant agrees to provide an authorized signature and date for any necessary FCC Form that has been prepared by ESC12E-Rate upon review and approval of the FCC form by Applicant.
13. The Applicant understands that it is the sole responsibility of the Applicant to follow and adhere to any and all relevant FCC, USAC, or SLD rules and regulations, as well as any applicable federal, state, or local laws.

Responsibilities and Obligations of ESC12E-Rate

1. ESC12E-Rate agrees to complete on behalf of the Applicant any necessary FCC Form, including, but not limited to, FCC Forms 470, 471, 486, 472, 500, and any other relevant FCC forms, Service Provider Identification Number Change Letters, and Service Substitution Letters, during the length of this Agreement. **Any additional services for which the Applicant desires to pursue, such as appeals, will be provided at an additional charge for rates listed in the payment terms section of this Agreement.**
2. ESC12E-Rate agrees to notify the Applicant of relevant program rule changes within a reasonable time period during the length of this Agreement.
3. If desired by the Applicant, ESC12E-Rate agrees to assist the Applicant to determine the scope and details of the types of services or products to be included in the competitive bidding process. These services/products will be listed on FCC Form 470 and must undergo a minimum 28-day competitive bidding cycle.
4. ESC12E-Rate agrees to notify Applicant of relevant deadlines for the submission of completed FCC Forms 470 and 471 to the SLD.
5. ESC12E-Rate will provide assistance with any question or inquiry regarding the E-Rate Program or the services to be provided by ESC12E-Rate hereunder from the Applicant, the SLD, USAC, or any other such federal or state administrative agency.
6. ESC12E-Rate agrees to provide on-going E-Rate support to the Applicant, as generally described above, and including providing reminders about upcoming deadlines for a period starting no earlier than the execution date of this Agreement and ending no earlier than the end of this Agreement.
7. ESC12E-Rate agrees to provide support in the event of a Selective Review during this Agreement or for any on-site audit conducted by the SLD or their representatives covering an application filed by ESC12E-Rate during this Agreement.
8. ESC 12E-Rate agrees to perform all tasks and the scope of work detailed in Exhibit A.

This Agreement is effective to act on your behalf for the following years:

July 1, 2005 - June 30, 2006
July 1, 2006 - June 30, 2007
July 1, 2007 - June 30, 2008
July 1, 2008 - June 30, 2009
July 1, 2009 - June 30, 2010
July 1, 2010 - June 30, 2011
July 1, 2011 - June 30, 2012
July 1, 2012 - June 30, 2013
July 1, 2013 - June 30, 2014
July 1, 2014 - June 30, 2015
July 1, 2015 - June 30, 2016

LIABILITY

IN NO EVENT WILL ESC12E-RATE BE LIABLE TO THE APPLICANT FOR ANY ACTUAL, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE THAT MAY RESULT FROM ESC12E-RATE'S PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR APPLICANT'S FAILURE TO TIMELY SUBMIT NECESSARY INFORMATION TO ESC12E-RATE, INCLUDING BUT NOT LIMITED TO A DELAY OR DENIAL OF APPLICANT'S FUNDING.

Confidentiality Statement: To the extent permitted by law, the parties shall not disclose any information contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on Applicant's obligation under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement. In the event the Applicant receives a request for information contained in this Agreement, Applicant shall promptly notify ESC12E-Rate of the request and shall permit ESC12E-Rate to submit to the Texas Attorney General reason why information contained in this Agreement should not be released pursuant to the Texas Government Code § 553.305. Applicant shall not be required to submit such reasons why the materials should not be released, or to incur an expense in resisting the release of the materials.

_____ Name of Applicant	<u>Education Service Center Region 12</u> Name of Service Provider
_____ Applicants Authorized Signature	_____ ESC's Authorized Signature
_____ Date	_____ Date
_____ Printed Name	<u>Sharon Henson</u> Printed Name
_____ Title or Position	<u>Deputy Director</u> Title or Position

EXHIBIT A



Exhibit A
“E-Rate Works”

July 31, 2013

Prepared for

Canutillo Independent School District
Education Service Center Region 19

Prepared by

BSC Region 12 E-Rate Consulting
2101 W. Loop 340
P.O. Box 23409
Waco, TX 76702
P:254.297.2911
F:(855) ERATE 12



Consultant Registration Number 16062048

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Proposal

1.0 **About ESC Region 12 E-Rate Consulting**

ESC Region 12 E-Rate Consulting (ESC12E-Rate) has the qualifications, experience, and federal interaction and knowledge necessary to provide quality guidance on Universal Service Administration Company (USAC) policy, procedures, and processes in combination with the Schools and Libraries Division (SLD) and invoicing to provide the services outlined in this proposal. We have an experienced team, including the Texas E-Rate Coordinator, and offer quality guidance based on our federal affiliations and current, up-to-date program knowledge.

Our services effectively maximize your district's funding potential while simplifying the E-Rate process. We take a holistic approach by assessing past, present, and future E-Rate funding to get the district E-Rate process up to present. We work on streamlining the E-Rate process, program compliance, storing all E-Rate documentation, and audit readiness. We know the extensive E-Rate process is not only very time sensitive, but also time consuming. Let us take this burden off you and your employees as our team of experts will work to get you the most E-Rate funds your district deserves.

Values and Benefits Include:

- #1 Texas E-Rate Experts
- Successful recovery of over \$2 million in E-Rate funds from past years
- Unique, online management system with Document Manager for audit readiness and business continuity
- Dependable, quality services from an Education Service Center

2.0 **Confidentiality Statement**

To the extent permitted by law, the parties shall not disclose any information contained in this Agreement. Notwithstanding any provision of this Agreement to the contrary, nothing herein may be construed as a limitation on Applicant's obligation under the Texas Public Information Act, Texas Government Code Chapter 552, and no disclosure of materials required by the Act shall constitute a breach of this Agreement. In the event the Applicant receives a request for information contained in this Agreement, Applicant shall promptly notify ESC12E-Rate of the request and shall permit ESC12E-Rate to submit to the Texas Attorney General reason why information contained in this Agreement should not be released pursuant to the Texas Government Code § 553.305. Applicant shall not be required to submit such reasons why the materials should not be released, or to incur an expense in resisting the release of the materials.

3.0 ***Scope of Work***

“E-Rate Works” is an effective management of your district’s entire E-Rate process while still working hand-in-hand with your district E-Rate team in making sure all parties are always informed of any correspondence with USAC. We expect your district to achieve the maximum benefit from this national funding process with our guidance and support. “E-Rate Works” consists of the following deliverables that will ensure exemplary results for our clients:

- “E-Rate Works” online database management system
- *NEW* • ***RFP Management System*** for electronic proposal submission
- *NEW* • ***Internal Auditing*** of all E-Rate invoices
- Children’s Internet Protection Act (CIPA) Compliance Review
- Recovery effort for reimbursements from past filings
- Technology Plan Compliance Review
- Priority 1 and Priority 2 funding support as requested by the district
- Discount Rate Analysis and Optimization
- Forms Preparation and Submission
- Initial Review, Selective Review, and Site Review Support (all PIA and audit reviews)

3.1 ***“E-Rate Works” Management System***

ESC12E-Rate has created a powerful, web-based program that will help manage, organize, and store all E-Rate documents in an easy-to-use system. The Universal Service Administrative Company (USAC) requires that every E-Rate applicant maintain records for a full five (5) years to the last date of service of the fifth year. “E-Rate Works” is a web-based program that will store a solid, concise E-Rate portfolio to prepare your district for audit readiness and easy records management.

NEW 3.2 ***RFP Management System for Electronic Proposal Submission***

RFP Manager was created to showcase a fair and open competitive bidding process for your school. Service providers will be able to securely login to the ESC12E-Rate vendor portal to view your posted Request for Proposal (RFP), created with the help of ESC12E-Rate experts. ESC12E-Rate will field and post all submitted questions and answers from service providers. Proposals will be electronically submitted to our secure website and remain effectively unopened until the deadline. ESC12E-Rate will organize and prepare proposal packets for your school to download for evaluation and award decisions. This new system eliminates the time spent sifting through hundreds of emails/proposals during competitive bidding.

NEW 3.3 ***Internal Auditing of all E-Rate invoices***

ESC12E-Rate has an internal auditor who reviews and reconciles all invoices uploaded into Document Manager by your school. This service ensures that all charges and payments are properly recorded and meet program guidelines for eligibility and potential USAC audits.

3.4 ***Recovery Effort of Undisbursed Funding***

ESC12E-Rate will evaluate past filing years to determine if there is any undisbursed money from past filings that need to be recovered. We will identify what money was actually spent by the district and determine if there is a need to file additional forms to recoup that money. We will take the necessary steps to file invoice extension requests, if indeed there is money left on the table and never collected by the school district.

3.5 **Technology Plan Compliance Review**

ESC12E-Rate will ensure all prerequisites are in order for required technology plans. If your district is filing for Priority 2 services, a technology plan is required by USAC.

3.6 **Children’s Internet Protection Act (CIPA) Compliance Review**

In order to prove to USAC that your district is CIPA compliant, there are documents that are required for program compliance. The district will be responsible for ensuring those documents exist and are uploaded into Document Manager.

3.7 **Priority 1 and Priority 2 Funding Support as requested by the district**

ESC12E-Rate will assess your filing needs, thoroughly review the eligible services list, and make recommendations based on the information provided to us by your district E-Rate staff that maximize your E-Rate funding potential.

3.8 **Discount Rate Analysis and Optimization**

ESC12E-Rate will make recommendations to ensure district-wide and site specific discount accuracy and optimization.

3.9 **Forms Preparation and Submission**

ESC12E-Rate 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 the district of all information and data necessary to complete the forms. FCC Forms may include but are not limited to: Form 470, Form 471, Form 486, Form 472, and Form 500 (if needed).

ESC12E-Rate requires the district to provide one or more district personnel that will be available the entire time the filing window is open and that those people are immediately responsive to the ESC12E-Rate staff. Failure to be immediately responsive could result in increased charges. A minimum of *2 district staff is required if at all possible, in addition to the Superintendent.

<i>Title</i>	<i>Name</i>	<i>Phone</i>	<i>Email</i>
Superintendent			
*Director of Technology			
*Business Office Contact			
Other Personnel {include title here}			

3.10 **Program Integrity Assurance Review and Audit Support**

ESC12E-Rate will be the first line of contact for USAC as it relates to any USAC or FCC compliance review. You will always be copied on all correspondence with USAC for your records and also to keep you up-to-date with the status of your application. ESC12E-Rate staff is highly qualified to handle all levels of USAC reviews.

4.0 **Out of Scope Work**

Any additional support needed by the district may be added during the term of the contract through a contract addendum. This includes technology plan development, waiver requests, appeals, on-site audit evaluation, training, workshops and any other additional E-Rate support your district may need that is not listed under section 3.0, “Scope of Work.”

5.0 **Contract Term & Pricing Schedule**

The term of our services begins as soon as the Agreement has been executed and will end on June 30. This support agreement will automatically renew in 12 month increments unless discontinuation of services is requested by applicant, which must be provided to ESC12E-Rate in writing at least 30 days prior to July 1 of the subsequent support year.

This proposal is valid for 30 days from the date received. We will invoice your district in full upon of receiving an executed contract and LOA, unless other arrangements are made. The Applicant will be invoiced annually for Priority 1 services and within 30 days of filing the Form 471 for Priority 2 services. The invoices are to be paid to ESC12E-Rate within 30 days of receipt. Failure by the Applicant to do so may result in an interruption or possible termination of support by ESC12E-Rate.

Our database allows you to store up to 1.5 GIG's of information as part of your contract amount. If you exceed this amount of storage, you will be invoiced \$150.00 for each additional Gig.

Service	Annual Fee
"E-Rate Works"	
Priority 1 funding	\$10,500
*Priority 2 funding	-----
**One-time Setup Fee	\$500

***The Priority 2 funding amount will be based on a contract addendum should your school wish to file for P2 services. The Priority 2 addendum must be requested and signed prior to filing the Form 470 for your school.**

****The One-Time Setup Fee is to setup your account in our database and perform a full E-Rate assessment of your district dating back five (5) years.**

Any on-site travel required will be an additional fee based on the mode of transportation and time needed. We will discuss the per diem rate on an individual case basis when necessary.

ESC12E-Rate is confident our pricing schedule is commensurate with the level of work that is required to successfully manage and process all available eligible funding for your district. We take into consideration the amount of funding requested for prior funding years, the amount of funding the district will receive through our efforts, and the level of service your district will receive from beginning to end of contract.

X

Agreed to by _____, _____
 Printed Name Title

on _____.
 Date