



March 15, 2018

Eric Cecil, CIO
Spencer County Public Schools
207 W Main Street
Taylorsville, KY 40071

Dear Mr. Cecil:

AdTec is pleased to provide E-Rate services to your organization.

As we prepare for E-Rate Funding Year 2018 (July 1, 2018 through June 30, 2019), there are two documents that must be returned to us before we begin our work:

1. **AdTec Agreement** – Please review and sign on page six.
2. **Letter of Agency** – Please copy your **Letterhead** onto page one, read all the certification statements, and sign on page two.

Return the documents to AdTec via regular mail, fax 765-855-1615 or email **contract@adtecerate.com**

We appreciate your business and look forward to helping you maximize your E-Rate funding.

Sincerely,

Charlie Hobbs
President

AGREEMENT FOR E-RATE SERVICES – FY2018

This agreement made on March 15, 2018, is between **AdTec Administrative & Technical Consulting, Inc.** ("Contractor"), and **Spencer County Public Schools** of Taylorsville, KY ("Client").

1. SERVICE PURCHASED. For value received and other consideration, the Contractor agrees with the Client to provide the Client the following service in accordance with the terms and conditions of this Agreement:

Description

This agreement grants Contractor with authority to collect data required to file E-Rate FCC Forms 470, 471, 486, 472 (BEAR), and 500 to obtain Universal Service Administrative Company (USAC) discounts, commonly known as the E-Rate program, on all Managed Internal Broadband Services, Internal Connections and/or Basic Maintenance of Internal Connections, as defined in the Telecommunications Act of 1996 (as amended), and FCC14-189, the Second Report and Order on Reconsideration adopted 12/11/2014, colloquially known as the 2nd Modernization Order, and to file said form(s) with the USAC Schools and Libraries Division (SLD) in a timely manner for **Funding Year 2018 (FY2018)**. Said forms will set forth the eligible services the Client wishes to pursue in **FY2018** of the Universal Service funding cycle (**July 1, 2018 to June 30, 2019**). This agreement further grants Contractor with authority to represent the Client with USAC by responding to all inquiries concerning forms filed. Contractor shall endeavor to keep Client informed of the known progress of the filings. Contractor shall know and understand how filings should occur to ensure that filings maximize Client's E-Rate funding. Client will inform Contractor of the services it wishes to secure in the filing period via e-mail, fax, US Mail, or by other agreed means.

Client shall provide via e-mail, fax, US Mail, or by other agreed means, information and other data required to complete the filings to recover any funds that the Client is entitled to receive. This shall include, but not be limited to, copies of previous E-Rate filings, names of providers, billing account numbers, quotes, signed contracts, and copies of appropriate bills. In addition, Client shall sign and return, in a timely manner, any necessary paperwork, and communicate with the Contractor any contemplated changes or additions in service. Client shall provide to Contractor a copy of any correspondence received from USAC. At the conclusion of the funding year, Client will provide Contractor with evidence of bills paid within 60 days and Contractor will file BEAR forms and/or ensure Client receives E-Rate discounted invoices with selected provider. Contractor cannot file the BEAR forms if the Client does not provide evidence of bills in a timely manner.

Relative to the FCC Form 470, the Client shall keep a log of vendor responses to the 470 and any data provided to the inquiring vendor. Client shall keep a record of any data related to the vendor selection including how selection was made. Materials from unsuccessful vendors shall also be retained for audit purposes. Any such materials received by Contractor shall be forwarded to the Client. Client may also send all materials associated with the FCC Form 470 to AdTec for electronic storage.

Relative to the filing of the FCC Form 471, for any service to be purchased which is applicable to E-Rate discounts, Client shall provide the name of the vendor selected to provide that service, as well as the projected cost of such service and an address or telephone number for that service provider. Client shall declare these items on or before **March 22, 2018** if 28 days has elapsed after Contractor has filed FCC Form 470.

This agreement for services also includes discount rate optimization, consultation and direction to ensure program compliance with FCC E-Rate rules and regulations, E-Rate timeline organization, Management of the USAC portal, and electronic E-Rate document repository (E-Rate Program rules require retention for 10 years after the last day of service).

2. PRODUCT STANDARDS. Contractor shall collect the required data, complete, and file the necessary forms to provide the greatest possible success for the Client. Contractor shall further utilize its best efforts to know and understand any amendments to the filing process, and to advise the Client of any new or additional possible discounts on services.

3. TITLE. All forms, filings, support documents, etc., shall be held by the Contractor in order to manage the process, but will remain the property of the Client. Contractor shall deliver said materials to the Client if and when required by the Client. Material shall be retained for ten (10) years for audit purposes.

4. PAYMENT. Contractor shall file, at Client's option, for Category One and/or Category Two services on behalf of Client. Payment shall be made by Client to Contractor upon receipt of Contractor's invoice. An invoice shall be issued in three phases with the last phase invoiced when E-Rate funds are received by Client.

The FCC's E-Rate Modernization Order instructs the E-Rate Program to increase the scope and number of E-Rate Audits. E-Rate rules allow audits to be conducted for 10 years after the service end date. Our fees include 5 hours of audit representation. Any additional hours necessary to complete an audit will incur a charge of \$120/hour.

The Fee Schedule for Category Two Services is included on Page 6 of the Agreement.

5. DELIVERY. Time is of the essence in the performance of this Contract. Filing shall comply with the schedule established by USAC for **FY2018**. The FCC Forms 486 and 472 (BEAR) or requests for discounted bills, FCC Form 474, for **FY2018** will be filed upon receipt of the funding commitment decision letter (FCDL) from USAC and satisfactory installation of all systems and services, but not prior to **July 1, 2018**. *(Exception: Under existing regulations, the FCC Form 486 may be filed early under certain circumstances.)*

6. WARRANTIES. Contractor warrants to Client that the filing will conform to the requirements of filing by USAC.

7. TERMINATION. It is agreed that in case of a material breach (violation) by either party of any of the provisions contained in this Contract, the other party shall have the right to terminate this Contract at its option. Contractor shall be paid for any partial filing made on behalf of Client. The

Contract is for a specified period to file for E-Rate discounts in **FY2018**. Contractor and Client may wish to extend this contract into the next funding cycle, but such extension will be noted in writing, with the extension under the same or amended terms as agreed to by the parties.

8. FORCE MAJEURE. If performance of this Contract, or any obligation under this Contract, is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

9. CONFIDENTIALITY. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. To the extent permitted by law, both parties agree to treat all such information and the terms of this Contract as confidential, and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Information will be released to USAC for filing purposes, and on specified occasions, certain necessary information will be released to qualified vendors in order to obtain the services the Client is seeking where the FCC Form 470 is filed. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

10. ASSIGNMENT. It is agreed by the parties that there will be no assignment or transfer of this Contract, nor any interest in this Contract.

11. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. LIABILITY. In the event of an error or omission on the part of the Contractor, the Contractor shall immediately work to remedy the error or omission. In the event said error or omission cannot be corrected to the satisfaction of the Client, and the Contractor is found to be liable for the error or omission, the limit of any determined liability shall not exceed the fee set out in this agreement and/or paid by the Client.

16. APPLICABLE LAW.

E-Verify. AdTec, Inc. shall comply with E-Verify requirements in accordance under the Immigration Reform and Control Act of 1986 (P.L. 99-603). AdTec's e-Verify Company Number is 423339.

Iran Investments: AdTec, Inc. certifies that AdTec, Inc. is not engaged in any investments activities in Iran.

The laws of the State of Indiana shall govern this Contract.

The parties have executed this Contract at Taylorsville, Kentucky

on the day and year above written.

Spencer County Public Schools

Client

By:

Signature

Print Name

Title

Date

Contractor:

AdTec Administrative & Technical Consulting, Inc.

By:

Charlie Hobbs

Charlie Hobbs, President

March 15, 2018

Date

Contract Fee E-Rate Agreement for Category Two Services

Funding Year 2018 Schedule of Fees

Our cost-effective fee includes, but is not limited to the following services:

- Form Preparation and Submission of FCC filings: Forms 470, 471, 486, 472/474, 473, 498, and 500
- Discount Rate Optimization
- Consultation to ensure compliance with E-Rate rules and regulations
- E-Rate Timeline Organization
- Management of the USAC portal, E-Rate Productivity Center (EPC)
- Appeals & Audit Support (E-Rate rules allow audits to be conducted for 10 years after the service end date)
- Respond to all E-Rate reviews such as “PIA”, “PQA”, and requests for additional information
- SPIN change and Service Substitution requests
- Children’s Internet Protection Act (CIPA) compliance
- Electronic E-Rate Document Repository (E-Rate Program rules require retention for 10 years)

Fees and Services		
Phase 1	E-Rate Form Preparations, Category 2 Eligibility Consultation and Optimization, FCC Category 2 Budget Review, Category 2 E-Rate Timeline Direction, Management of the USAC Portal (EPC), and Category 2 RFP review (if applicable) and/or review list of equipment and services to be purchased.	\$1,230
Phase 2	Submission of FCC Forms 470 and 471, and Consultation for Category 2 Program Compliance with E-Rate Rules and Regulations.	\$1,230
Phase 3	Reviews, Appeals, and Submission of FCC Forms 486, 472(BEAR), and, if applicable, discount/SPI set-up. Please keep in mind this fee will be invoiced once all Category 2 funds are received, which could occur as early as Fall 2018 or as late as Summer/Fall of 2019.	\$1,230
Total		\$3,690

AdTec Remittance:

Email: contract@adtecerate.com
Fax: 765-855-1615

Mail: AdTec Inc.
 PO Box 97
 Centerville, IN 47330