

CRW Consulting E-rate Services, LLC
Program Year 2019 (Year 22)
E-rate Contract

CRW E-rate Consulting, (“Agent” or “CRW”) and Raytown School District, Raytown MO (“Applicant”) each agree to perform the obligations listed below. This contract authorizes the Agent to file any FCC Form (including, but not limited to: FCC Forms 470, 471, 472, 486 and 500) on behalf of the Applicant for Program Year 2019 (services to be discounted 07/01/2019 – 06/30/2020). These FCC forms are necessary to receive Universal Service Fund monies, more commonly known as the “E-rate Program.”

This contract also authorizes an agent of CRW to (1) be listed as the contact person on the above referenced FCC forms; (2) sign, on behalf of the Applicant, any and all of said FCC Forms; (3) sign, on behalf of the Applicant, any and all additional FCC Forms which might become necessary to obtain discounts or stay within FCC Program rules, and (4) order services listed on the application on behalf of the Applicant. The Applicant agrees that the Applicant is strictly liable for any and all certifications and representations made on FCC Forms concerning the E-rate program, regardless of if an agent of CRW submits and signs said Form pursuant to this Contract.

This contract 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 upon written notice. Applicant agrees to indemnify, defend, and hold harmless Agent for any and all claims arising hereunder or related to this Contract, including matters within the jurisdiction of state or federal administrative agencies. Any waiver by either party of any provision of this Contract shall not operate as, nor be construed to be, a waiver of any subsequent breach thereof. Liability for damages on the part of either party is strictly limited to the “Full Payment for Priority One Application” amount listed in the “Payment Terms” section of this Contract. This Contract is governed by the laws and regulations of the State of Oklahoma, regardless of the location of the Applicant, and any disputes arising hereunder shall be resolved in the applicable state or federal court for the County of Tulsa, State of Oklahoma. The parties consent to the jurisdiction of such courts and waive any jurisdictional or venue defenses otherwise available.

Signing below indicates acceptance that both parties will perform the responsibilities and accept the obligations listed therein for the applicable program year, and agree to follow the payment terms as described below. Signing below also indicates that both parties agree to every provision of this Contract. Furthermore, both parties acknowledge that they had the opportunity to submit this Contract to counsel for review.

TWO IMPORTANT NOTES

1. **The document retention period for E-rate has changed from five years to ten years past the last day to receive service. For most applicants, this will mean that you will have to keep all of your E-rate related documents, including copies of the bills, proof of payment/POs, packing slips (for equipment) for a time period ending about 6/30/2029 for Category One Funding (this will be at the earliest 9/30/2029 for Category Two Funding).**
2. **Applicants are required to comply with all State and Local bidding and purchasing rules (such as public notice requirements, bond requirements, etc.). Failure to comply**

with these State or Local restrictions could result in the loss of funding/mandatory repayment of funding.

Responsibilities and Obligations of the Applicant

1. The Applicant understands that all services or products to be included on FCC Form 471 (The Application) must be competitively bid for a time period of no less than 28 days. Any service which the Applicant wishes to have discounted by the E-rate program and is covered by a contract must undergo the proper 28 day competitive bidding cycle, and must be signed in the appropriate time period.
2. The Applicant agrees to provide a list of services or products to be included in the bidding process to the Agent.
3. The Applicant understands that the 28-day bidding period begins the day the FCC Form 470 is filed on-line with the SLD's web site.
4. The Applicant agrees to inform the Agent 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, newspaper advertisements, bonding requirements and/or other general media or public notification requirements.
5. The Applicant understands that during the 28 day bidding cycle that 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.
6. The Applicant understands that it is required to make cost-effective bidding decisions and that if the Applicant selects a service provider/bidder that is 2 times more expensive than the lowest bidder, USAC may deem that decision to not be cost-effective (and want their funding back).
7. The Applicant understands and agrees that it is the Applicant's sole responsibility to complete the Competitive Bidding Process and to evaluate any bids received. Under no circumstances will the Agent evaluate bids/award contracts on behalf of the Applicant.
8. The Agent may attempt to assist the Applicant's bid evaluation process by identifying what the Agent believes to be the cost of eligible goods and services provided on your bids. The Applicant agrees that it is the ultimate responsibility of the Applicant to determine the actual price of eligible goods and services to be evaluated and to verify those amounts listed by the Agent.
9. The Applicant agrees to notify CRW of any products or services to be included on the Application that are, or will be, purchased or governed by a contract.
10. 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 close of the application window). The Applicant further understands that funding for services contracted for before the allowable 28 day bidding has ended, or after the 471 Application window has closed, will not be funded.
11. Applicant understands and will abide by the SLD's competitive bidding rules which state that price must be the primary factor in awarding bids. The Applicant further certifies that, in accordance with the SLD's competitive bidding rules, no bidding evaluation factor will be as heavily weighted as is the "price" evaluation factor.
12. 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 more than one bid is received. Sample bid evaluation sheets are available from CRW, upon request.

13. The Applicant agrees to provide Agent 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, Internet access bills, and circuit bills.
14. The Applicant agrees to provide any information necessary to file any FCC form to the Agent upon request, within five working days. This includes, but is not limited to, free and reduced lunch information, monthly bills, copies of contracts, and letters that authorize the Agent to obtain account information.
15. The Applicant agrees to retain any records related to the Application or other relevant FCC Forms for a period of ten years past the last day to receive service. This includes, but is not limited to, bids received, contracts, free and reduced lunch documentation, proof of payment for services, asset tracking info (packing slips, work orders, proof of delivery) and monthly bills that were or will be discounted by the SLD.
16. The Applicant agrees to forward to the Agent any request for information originating from the SLD or USAC within three (3) working days.
17. The Applicant agrees to provide an authorized signature and date for any necessary FCC Form that has been prepared by the Agent.
18. 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.
19. The Applicant agrees to authorize and grant "full rights" to employees of CRW Consulting in USAC's EPC filing system.
20. Applicant recognizes and agrees that the Agent does not provide professional legal services nor does the Agent engage in the practice of law.
21. Applicant agrees to review draft copies of FCC Form 471 sent to the Applicant from the Agent for errors and omissions.

Responsibilities and Obligations of the Agent

1. Agent agrees to file on behalf of the Applicant any necessary FCC Form, including, but not limited to, FCC Forms 470, 471, 472, 486, 500, Service Provider Identification Number Change Letters, and Service Substitution Letters.
2. Agent agrees to notify the applicant of relevant program rule changes within a reasonable time period.
3. If desired by the Applicant, the Agent agrees to help 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. Agent agrees to assist in preparing a Request for Proposal (RFP) or Invitation for Competitive Bids (IFCB) for E-rate eligible services, if desired by the applicant. This RFP/IFCB would supplement the FCC Form 470.
5. Agent agrees to review monthly bills, invoices, and/or contracts that are submitted to Agent in a timely manner for funding eligibility under the FCC rules and guidelines.
6. Agent agrees to submit, after receiving all necessary information from the Applicant, completed FCC Forms 470 and 471 to the SLD, before any relevant deadlines.
7. Agent agrees to answer on behalf of the Applicant any question or inquiry regarding the E-Rate Program or the services to be provided by Agent hereunder from the SLD, USAC, or any other such federal or state administrative agency.
8. Agent 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 contract and ending no earlier than the end of the applicable program year (this will generally be about an 18 month time period).

9. Agent agrees to provide support in the event of a Selective Review, conducted by the SLD or their representatives covering an application filed by the Agent.

PAYMENT TERMS: "Category One Applications" are defined as applications including only "Telecommunication Services" and/or "Internet Services" and/or "Voice Services" and/or Data Transmission Services" (including "Self-Provisioned Fiber, Leased Dark Fiber or Leased Lit Fiber"), or any other eligible Wide Area Network service." Full payment to CRW for filing Category One applications on behalf of the client is in the amount of \$3,000 payable within 30 days of The Applicant receiving the invoice for payment from the Agent. Additional charges for large Self-Provisioned Fiber or Leased Dark Fiber projects may apply, depending upon the size of the project and the needs of the Applicant.

"Category Two Applications" are defined as applications including "Internal Connections and/or "Basic Maintenance of Internal Connections" and/or "Managed Internal Broadband Services." Full payment for Category Two Applications is \$2,500, payable within 30 days of the Applicant receiving the invoice from the Agent.

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

Payment should be mailed to: CRW Consulting, PO Box 701713, Tulsa, OK 74170-1713.

Agreed to this 27 day of November, 2018.


Applicant's Authorized Signature


Agent's Authorized Signature

Melissa Tebbenkamp
Printed Name

Chris Webber
Printed Name

IT Director
Title or Position

Owner, CRW Consulting
Title or Position

Raytown C-2
Name of School District

**FAX THIS SIGNED PAGE TO: (918) 445-0049
OR EMAIL TO chris@crwconsulting.com**