



Bullitt County Public Schools

Office of Information and Technology

1040 Highway 44 East

Shepherdsville, Kentucky 40165

502-869-TECH

M E M O

08.20.2020

TO: Jesse Bacon, Superintendent *JB*

FR: Kevin Fugate, Director of Technology *KF*

RE: AdTec Consulting for eRate

The district receives reimbursements through filing for network and telephone expenses through eRate, a federal program to supplement communication needs for schools and library systems. We get a lot of funding assistance through eRate which helps keep our network peripherals updated (wiring, switches, wireless access points, power supplies, etc) and keeps our technology up to date and future proof.

The process to file for this funding is often difficult and extremely time-consuming that involves a lot of paperwork. The eRate consulting firm, AdTec, can help alleviate the paperwork and management of the eRate program that will enable our department to focus on district technology initiatives such as Access 24 at the elementary level, working with schools to develop partnerships to enhance student learning, routine troubleshooting and work orders, and other important technology needs.

The contract for the remainder of this school year will only cost us \$2,000 (taken from eRate funding) and save our district up to \$170,000 in federal rebates. For the fiscal year 2021, the fee for AdTec's services will only cost \$1,050 (also taken from eRate funding). The contract for services will be effective until June 30, 2023. The agreement has been reviewed by Joe Mills at Buckman, Farris & Mills Law Office. Please feel free to contact me should you need other information.

Attachment: AdTec contract.

Equal Education and Employment Institution

B. Fugate

AGREEMENT FOR E-RATE SERVICES – FY2020

This agreement made on August 19, 2020, is between **AdTec Administrative & Technical Consulting, Inc.** ("Contractor"), and **Bullitt County School District** of Shepherdsville, 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 E-Rate eligible Data Transmission and/or Internet, Eligible Managed Internal Broadband Services, Eligible Broadband Internal Connections and/or Basic Maintenance of eligible Broadband 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 2020 (FY2020). Said forms will set forth the eligible services the Client wishes to pursue in FY2020 of the Universal Service funding cycle (July 1, 2020 to June 30, 2021). 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 vendors, billing account numbers, copies of appropriate bills, and copies of pertinent contracts. 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. Should the client choose the BEAR method of reimbursement, Contractor will file BEAR forms. 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 **January 5, 2020** 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 after the last day of service 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 One Services is included on Page 8 of the Agreement, page 9 is an Optional Multi-Year Agreement.

An Addendum to the Agreement and an additional fee is required for the filing of Category Two Services, Self-Provisioned Fiber and services with special construction costs. Please contact your AdTec Consultant for the Addendum and Fee Structure.

5. DELIVERY. Time is of the essence in the performance of this Contract. Filing shall comply with the schedule established by USAC for FY2020. The FCC Forms 486 and 472 (BEAR) or requests for discounted bills, FCC Form 474, for FY2020 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, 2020**. *(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 **FY2020**. 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 investment activities in Iran.

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

The parties have executed this Contract at Shepherdsville , KY

on the day and year above written.

Bullitt County School District
Client

By: _____
Signature

Print Name

Title

Date

Contractor:

AdTec Administrative & Technical Consulting, Inc.

By: Charlie Hobbs
Charlie Hobbs, President

August 19, 2020
Date

E-Rate Task Timeline

AdTec and Client agree to abide by the E-Rate Tasks Timeline outlined below. This Timeline is necessary to maintain successful filings for E-Rate Funding Years (July 1 – June 30). While the services under the agreement relate to each Funding Year, AdTec will provide services related to this agreement before and after the Funding Year. Please refer all questions regarding the timeline to your E-Rate Consultant for clarification.

Stage		E-Rate Process
Phase 1 – Before Funding Year	Annual Review July-December	Meet with AdTec Consultant <ul style="list-style-type: none"> Review E-Rate discounts/reimbursements and current services Plan for future services for next E-Rate Funding Year <ul style="list-style-type: none"> Begin writing RFPs, if needed
	RFP(s) Completed July-December	E-Rate requires advertising for services/equipment needed in the next Funding Year <ul style="list-style-type: none"> Finish writing the necessary RFPs and advertise RFPs, if needed AdTec Consultant will file a Form 470, if needed. It will trigger bids from vendors for the services outlined in the submitted 470s and/or RFPs.
	Confirm Buildings Sept-December	<ul style="list-style-type: none"> For schools, confirm enrollment, instructional and non-instructional buildings, and National School Lunch Program or Common Eligibility Provision participation For libraries, confirm square footage, and buildings
Phase 2 – Before Funding Year	Choose Winning Vendor(s) Sept-February	Determine specifically which vendors may be included for next year (July 1, 20xx to June 30, 20xx). <ul style="list-style-type: none"> Clarify bids and any potential new contractual agreements that will be in effect during the next year Send AdTec consultant all bids received and completed evaluation matrix.
	Board Meeting Nov-Jan	If Board approval is necessary, receive board approval at the February Meeting (or before) for services/purchases that need new contractual agreements signed for the next year (July 20xx – June 20xx).
	Confirm Vendors and Pricing February	Your AdTec Consultant will file an E-Rate Form 471 outlining the services and vendors you choose to implement for the next Funding Year. <ul style="list-style-type: none"> Confirm vendors, services, and pricing with your AdTec Consultant.
Phase 3 – During and After Funding Year	Application Review Typically May-September	After the Form 471 funding application is submitted, it will go through a time sensitive review process. Your AdTec Consultant will prepare all responses to any questions from USAC during this review, but may need supporting documentation. <ul style="list-style-type: none"> Supporting documentation must be provided by the end of the business day seven calendar days from request.
	E-Rate Reimbursements or Discounts	After E-Rate approves the funding request, your consultant will complete the E-Rate Form 486 and apply for either E-Rate reimbursements or E-rate discounts on invoices. <ul style="list-style-type: none"> If choosing reimbursement checks, send the expense report to your AdTec Consultant in July, 20xx. If choosing discounts, your AdTec Consultant will apply for discounts to be applied to your bills on your behalf. It is up to you to monitor these discounts as they are applied to your bills. For Category 2 projects, send a copy of the paid invoices to your AdTec Consultant, along with proof of payment of the invoices within 30 days of paid invoice.

This timeline of E-Rate tasks is not all inclusive.

AdTec E-Rate Consulting Scope of Work

As a full-service E-Rate Consulting firm, AdTec will perform all necessary steps to acquire E-Rate funding. These services include, but are not limited to the list below.

Phase 1 – Timeframe: Summer/Fall before the Funding Year

1. Advise and determine a filing strategy that best maximizes E-Rate funding opportunities for the upcoming E-Rate Funding Year
2. Review past year's E-Rate funding received
3. Assist in establishing which technology projects will be undertaken during the upcoming year that are eligible for E-Rate discounts
4. Assist in creating the RFP based on equipment list or service description(s).
5. Review Requests for Proposals (RFPs) for E-Rate compliance and E-Rate eligible services and components.
6. Provide guidance on the E-Rate bid process to ensure compliance with E-Rate program requirements.
7. Maintain the E-Rate Productivity Center (EPC) profile; including updating enrollment information and modifying building names and addresses as necessary.

Phase 2 – Timeframe: Fall/Winter before the Funding Year

1. Prepare the required FRN Detail information which includes reviewing at least one (1) month of Client billing statements from eligible Service Providers to determine an estimated annual funding request, review current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services
2. Provide ongoing constructive feedback for improvements and strategic planning to optimize E-Rate eligibility and mitigate E-Rate risks in regards to FCC regulations, FCC orders, including interpretation of rules and regulations
3. Prepare and file the E-Rate Forms 470 and 471 required by USAC's Schools and Libraries Division.
4. Provide a summary of funding requests for each vendor as listed on the 471

Phase 3 – Timeframe: Spring before the Funding Year/ During and After the Funding Year

1. Respond to Program Integrity Assurance (PIA) reviews, and Payment Quality Assurance (PQA) reviews
2. Prepare and file the E-Rate Form 486 as required by USAC's Schools and Libraries Division
3. Prepare Service Provider's required forms to have eligible E-Rate discounts added to the monthly Service Provider bills, or prepare and file the Form 472 to have E-Rate reimbursement.
4. Track E-Rate reimbursements and discounts for accuracy and receipt
5. Update E-Rate Form 498 as needed to ensure reimbursements are received
6. Provide E-Rate Audit and Selective Review preparation and representation services.
7. Compose and submit appeals to USAC and/or the FCC.
8. Perform SPIN changes and service substitution requests.
9. Assist and advise in document retention requirements in accordance with FCC rules and regulations.

The AdTec E-Rate Consulting Scope of Work is not all inclusive.

Contract Fee E-Rate Agreement for Category One Services

Funding Year 2020 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		
Category 1 - Phase 1	Category 1 E-Rate Form 470 and 471 Preparations, E-Rate Timeline Direction, and E-Rate Consultation for program compliance with FCC Rules and Regulations <i>Approximate Invoice Date: Late Fall 2019 or Early Winter 2020</i>	\$0.00
Category 1 - Phase 2	Category 1 E-Rate Forms 470 and 471 Finalization and Submission, and Management of the USAC portal (EPC). <i>Approximate Invoice Date: May 2020</i>	\$0.00
Category 1 - Phase 3	Category 1 PIAs, PQAs, Appeals, Submission of Category 1 E-Rate Forms 486 and 472(BEAR) and if applicable, discounts/SPI set-up. Fee will be invoiced once all Category 1 funds are received. <i>Approximate Invoice Date: September 2021</i>	\$350
Total		\$350

AdTec Remittance:

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

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



Category Two Addendum

Bullitt County School District - Funding Year 2020

Schedule of Fees for Category Two Services – Internal Connections

Bullitt County School District

Fees and Services		
Category 2 - Phase 1	E-Rate Form Preparations, Category 2 Eligibility Consultation and Optimization, FCC Category 2 Budget Review, Category 2 E-Rate Timeline Direction, and Category 2 RFP review (if applicable) and/or review list of equipment and services to be purchased. <i>Approximate Invoice Date: January 2020</i>	\$0
Category 2 - Phase 2	Submission of FCC Forms 470 and 471, and Consultation for Category 2 Program Compliance with E-Rate Rules and Regulations. <i>Approximate Invoice Date: March 2020</i>	\$0
Category 2 - 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 2020 or as late as Summer/Fall of 2021.	\$1,650
Total		\$1,650

Complete, sign and return this page for Category Two Services. Your signature also acknowledges that you have received and read pages 2-3, "E-Rate Timeline for Category 2 Funding".

Signature

Date

Print Name

Please send signed page to contract@adtecerate.com or 765-855-1615(fax).

E-Rate Timeline for Category 2 Funding (Page 1 of 2)

Funding Year 2020 (July 1, 2020 to June 30, 2021)

Timeframe	E-Rate Details and Tasks
July –December 2019	<ol style="list-style-type: none"> 1. Develop an RFP. Your AdTec Consultant can provide a template for your use. Use the <u>Eligible Services List</u> (see pages 10-14) to determine which products are eligible. 2. Consider scheduling or requiring an on-site bidder's meeting. If you choose to have a meeting, it must be listed on the RFP and Form 470, and should be at least 2 weeks after the 470 and RFP are released. 3. Send AdTec your RFP no later than December 1, 2019. RFPS are not required, but are strongly encouraged to help vendors verify equipment and quantities needed. 4. Sign the AdTec contract addendum for E-Rate filing for Category 2 services.
October 2019 – January 2020	<ol style="list-style-type: none"> 5. Your E-Rate consultant will file the necessary Form 470 for Category 2 equipment/services. This 470 will reference the RFP and must list any criteria that would disqualify a bid. 6. Follow all state and local board rules regarding purchases and services. If your board has a policy regarding advertising contracts and selecting vendors, be sure to follow those. Many local board policies parallel State Law, but if not, defer to the stricter standard. 7. Accept proposals for at least 28 days. Reasonable service provider questions must be answered during this time. 8. Ensure ALL vendors feel that it is a fair and competitive bidding process. Do not show ANY favoritism towards any vendor. 9. Forward all proposals to your AdTec Consultant and keep in a FY2020 E-Rate folder for your records. 10. Use a matrix to evaluate proposals. See example <u>here</u>. Award points for each section of the matrix (do not give zero points for any section) and date the matrix. Email your AdTec Consultant a copy of the completed matrix. 11. Choose vendor with an eligible SPIN. Service providers can NOT participate in the preparation of an RFP/Form 470 or any of the bid evaluation process (although they can answer questions about their bid) 12. Sign an agreement with vendor <u>after</u> the Allowable Contract Date, which will be provided by your AdTec Consultant. 13. Send your AdTec Consultant the legally binding agreement*, who will then file the FCC Form 471.
April 1, 2020	<ol style="list-style-type: none"> 14. April 1, 2020 is the first day the chosen vendor can invoice, install, or be paid for the Category 2 equipment project. Note: If your entity is depending on E-rate funding to do the project, you must wait until the FCDL (Funding Approval) is issued before proceeding. If your Category 2 project is for a Managed WiFi (MIBS) or a Basic Maintenance project, the invoice date should be July 1, 2020 or after. 15. When equipment has arrived, please <ol style="list-style-type: none"> a. Save packaging slip b. On each piece of equipment, put a tag that says FY2020 and FRN # (FRN # provided by AdTec Consultant c. Record each piece of equipment in your school or library asset (inventory) register or create an E-rate asset register (recommended). The asset register must contain the following information:

E-Rate Timeline for Category 2 Funding Continued (Page 2 of 2)

Funding Year 2020 (July 1, 2020 to June 30, 2021)

Timeframe	E-Rate Details and Tasks
April 1, 2020	<ul style="list-style-type: none"> • Make & Model • Serial number (if available) • Physical location of equipment (building/room number) • Date installed • Funding Year • Funding Request Number <p>d. Equipment must stay in place for 3 years after the installation date.</p> <p>e. Equipment cannot be disposed of or traded in for 5 years, but it can move to another eligible entity after 3 years.</p> <p>f. Save proof of payment (i.e. front and back of check; bank statement); send copy of it to your AdTec Consultant</p> <p>g. Save copy of the invoice; send copy of it to your AdTec Consultant</p>
July 2020 – Sept 2021	16. Wait for funding to be approved. Subject to E-Rate approval, your reimbursement check will be applied for and received. For Managed WiFi (MIBS) or Basic Maintenance projects, the invoice date should be July 1, 2020 or after.
September 30, 2021	17. Last day to install, invoice, or pay for Category 2 project. Please contact your AdTec Consultant if you need additional time.

***Legally Binding Agreements:**

The E-Rate process no longer requires that you have a signed contract BEFORE you file your funding application, but you must have a legally binding agreement. They will accept something as simple as an email thread that has the winning bidder's proposal and your statement that you intend to sign a contract based on that proposal. We recommend at a minimum a Letter of Intent (request a sample).

You can have caveats to your acceptance of a proposal (you must list them in your email or on the LOI). Routine caveats are: approval of E-Rate funding; approval of the Board. Keep in mind that if you put caveats in your agreement, you need to live with them. Don't state that the project will not proceed without E-Rate funding approval and then start the project before you get that approval.



August 19, 2020

Mr. Kevin Fugate, Director of Technology
Bullitt County School District
1040 Highway 44 East
Shepherdsville, KY 40165

Dear Mr. Kevin Fugate:

AdTec is pleased to provide E-Rate consulting services to Bullitt County School District.

It is the time of year to begin working on and preparing for the next E-Rate Funding Cycle. AdTec will provide services related to this agreement before and after the E-Rate Funding Year. There are two documents that must be returned to AdTec before we begin our work for E-Rate Funding Year 2021 (July 1, 2021 through June 30, 2022):

1. **AdTec Agreement** – Please review and sign on page five. Please note that there is an Optional Multi-Year Agreement on page nine.
2. **Letter of Agency** – Please copy your **Letterhead** onto page one, read all the certification statements, and sign on page two.

Please return both documents to AdTec by **9/18/2020** via email at contract@adtecerate.com, regular mail, or fax 765-855-1615.

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

Sincerely,

Katy Smith
CEO

AGREEMENT FOR E-RATE SERVICES – FY2021

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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 vendors, billing account numbers, copies of appropriate bills, and copies of pertinent contracts. 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. Should the client choose the BEAR method of reimbursement, Contractor will file BEAR forms. Contractor cannot file the BEAR forms if the Client does not provide evidence of bills in a timely manner.

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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 FY2021. 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 investment activities in Iran.

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

The parties have executed this Contract at Shepherdsville, KY
City State
on the day and year above written.

Bullitt County School District
Client

By: _____
Signature

Print Name

Title

Date

Contractor:

AdTec Administrative & Technical Consulting, Inc.

By: Katy Smith
Katy Smith, CEO

August 19, 2020
Date

E-Rate Task Timeline

AdTec and Client agree to abide by the E-Rate Tasks Timeline outlined below. This Timeline is necessary to maintain successful filings for E-Rate Funding Years (July 1 – June 30). While the services under the agreement relate to each Funding Year, AdTec will provide services related to this agreement before and after the Funding Year. Please refer all questions regarding the timeline to your E-Rate Consultant for clarification.

Stage		E-Rate Process
Phase 1 – Before Funding Year	Annual Review July-December	Meet with AdTec Consultant <ul style="list-style-type: none"> Review E-Rate discounts/reimbursements and current services Plan for future services for next E-Rate Funding Year <ul style="list-style-type: none"> Begin writing RFPs, if needed
	RFP(s) Completed July-December	E-Rate requires advertising for services/equipment needed in the next Funding Year <ul style="list-style-type: none"> Finish writing the necessary RFPs and advertise RFPs, if needed AdTec Consultant will file a Form 470, if needed. It will trigger bids from vendors for the services outlined in the submitted 470s and/or RFPs.
	Confirm Buildings Sept-December	<ul style="list-style-type: none"> For schools, confirm enrollment, instructional and non-instructional buildings, and National School Lunch Program or Common Eligibility Provision participation For libraries, confirm square footage, and buildings
Phase 2 – Before Funding Year	Choose Winning Vendor(s) Sept-February	Determine specifically which vendors may be included for next year (July 1 to June 30). <ul style="list-style-type: none"> Clarify bids and any potential new contractual agreements that will be in effect during the next year Send AdTec consultant all bids received and completed evaluation matrix.
	Board Meeting Nov-Jan	If Board approval is necessary, receive board approval at the February Meeting (or before) for services/purchases that need new contractual agreements signed for the next year (July – June).
	Confirm Vendors and Pricing February	Your AdTec Consultant will file an E-Rate Form 471 outlining the services and vendors you choose to implement for the next Funding Year. <ul style="list-style-type: none"> Confirm vendors, services, and pricing with your AdTec Consultant.
Phase 3 – During and After Funding Year	Application Review Typically May-September	After the Form 471 funding application is submitted, it will go through a time sensitive review process. Your AdTec Consultant will prepare all responses to any questions from USAC during this review, but may need supporting documentation. <ul style="list-style-type: none"> Supporting documentation must be provided by the end of the business day seven calendar days from request.
	E-Rate Reimbursements or Discounts	After E-Rate approves the funding request, your consultant will complete the E-Rate Form 486 and apply for either E-Rate reimbursements or E-rate discounts on invoices. <ul style="list-style-type: none"> If choosing reimbursement checks, send the expense report to your AdTec Consultant in July. If choosing discounts, your AdTec Consultant will apply for discounts to be applied to your bills on your behalf. It is up to you to monitor these discounts as they are applied to your bills. For Category 2 projects, send a copy of the paid invoices to your AdTec Consultant, along with proof of payment of the invoices within 30 days of paid invoice.

This timeline of E-Rate tasks is not all inclusive.

AdTec E-Rate Consulting Scope of Work

As a full-service E-Rate Consulting firm, AdTec will perform all necessary steps to acquire E-Rate funding. These services include, but are not limited to the list below.

Phase 1 – Timeframe: Summer/Fall before the Funding Year

1. Advise and determine a filing strategy that best maximizes E-Rate funding opportunities for the upcoming E-Rate Funding Year
2. Review past year's E-Rate funding received
3. Assist in establishing which technology projects will be undertaken during the upcoming year that are eligible for E-Rate discounts
4. Assist in creating the RFP based on equipment list or service description(s).
5. Review Requests for Proposals (RFPs) for E-Rate compliance and E-Rate eligible services and components.
6. Provide guidance on the E-Rate bid process to ensure compliance with E-Rate program requirements.
7. Maintain the E-Rate Productivity Center (EPC) profile; including updating enrollment information and modifying building names and addresses as necessary.

Phase 2 – Timeframe: Fall/Winter before the Funding Year

1. Prepare the required FRN Detail information which includes reviewing at least one (1) month of Client billing statements from eligible Service Providers to determine an estimated annual funding request, review current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services
2. Provide ongoing constructive feedback for improvements and strategic planning to optimize E-Rate eligibility and mitigate E-Rate risks in regards to FCC regulations, FCC orders, including interpretation of rules and regulations
3. Prepare and file the E-Rate Forms 470 and 471 required by USAC's Schools and Libraries Division.
4. Provide a summary of funding requests for each vendor as listed on the 471

Phase 3 – Timeframe: Spring before the Funding Year/ During and After the Funding Year

1. Respond to Program Integrity Assurance (PIA) reviews, and Payment Quality Assurance (PQA) reviews
2. Prepare and file the E-Rate Form 486 as required by USAC's Schools and Libraries Division
3. Prepare Service Provider's required forms to have eligible E-Rate discounts added to the monthly Service Provider bills, or prepare and file the Form 472 to have E-Rate reimbursement.
4. Track E-Rate reimbursements and discounts for accuracy and receipt
5. Update E-Rate Form 498 as needed to ensure reimbursements are received
6. Provide E-Rate Audit and Selective Review preparation and representation services.
7. Compose and submit appeals to USAC and/or the FCC.
8. Perform SPIN changes and service substitution requests.
9. Assist and advise in document retention requirements in accordance with FCC rules and regulations.

The AdTec E-Rate Consulting Scope of Work is not all inclusive.

Contract Fee E-Rate Agreement for Category One Services

Funding Year 2021 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		
Category 1 - Phase 1	Category 1 E-Rate Form 470 and 471 Preparations, E-Rate Timeline Direction, and E-Rate Consultation for program compliance with FCC Rules and Regulations <i>Approximate Invoice Date: Late Fall 2020 or Early Winter 2021</i>	\$350.00
Category 1 - Phase 2	Category 1 E-Rate Forms 470 and 471 Finalization and Submission, and Management of the USAC portal (EPC). <i>Approximate Invoice Date: April 2021</i>	\$350.00
Category 1 - Phase 3	Category 1 PIAs, PQAs, Appeals, Submission of Category 1 E-Rate Forms 486 and 472(BEAR) and if applicable, discounts/SPI set-up. Fee will be invoiced once all Category 1 funds are received. <i>Approximate Invoice Date: August 2022</i>	\$350.00
Total		\$1,050.00

AdTec Remittance:

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

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

Optional Multi-Year Contract

Bullitt County School District elects a multi-year contract under the same terms, conditions and pricing per year for each of the following Funding Years (please check one):

☒ **2 Funding Years:** Funding Years 2021 and 2022 (July 1, 2021 through June 30, 2023).

☐ **3 Funding Years:** Funding Years 2021, 2022 and 2023 (July 1, 2021 through June 30, 2024).

By: _____
Signature

Print Name

Title

Date

Please return both page 5 and page 9 if the Optional Multi-Year Contract is elected.

AdTec Remittance:

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

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



Bullitt County Public Schools

1040 Highway 44 East
Shepherdsville, Kentucky 40165

Phone: 502-869-8000
Fax: 502-543-3608
www.bullittschools.org

Letter of Agency for E-rate Funding Years 2020 and 2021

This Letter of Agency authorizes **AdTec Administrative and Technical Consulting Inc.** to represent **Bullitt County School District** in the filing and certifying of FCC E-Rate forms for all E-Rate eligible Data Transmission and/or Internet, Eligible Managed Internal Broadband Services, Eligible Broadband Internal Connections and/or Basic Maintenance of eligible Broadband Internal Connections for **Funding Years 2020 and 2021** and in other responses to requests for information to the Schools and Libraries Division of the Universal Service Administrative Company on behalf of the above named client.

I understand that, in submitting these forms on our behalf, AdTec Administrative and Technical Consulting Inc. is making certifications for Bullitt County School District. By signing this Letter of Agency, I allow AdTec to make the following certifications at the appropriate time:

- a) I certify that the entities listed in this application are eligible for support because they are 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 the entity I represent or the entities listed on this application 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. I recognize that some of the aforementioned resources are not eligible for support. I certify that the entities I represent or the entities listed on this application have secured access to all of the resources to pay the discounted charges for eligible services from funds to which access has been secured in the current funding year. I certify that the Billed Entity will pay the non-discount portion of the cost of the goods and services to the service provider(s).
- c) For the FCC Form 471 certification, I certify an FCC Form 470 was posted and that any related RFP was made available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted were carefully considered and the most cost-effective service offering was selected, with price being the primary factor considered, and is the most cost-effective means of meeting educational needs and technology goals.
- d) I certify that the entity responsible for selecting the service provider(s) has reviewed all applicable FCC, state, and local procurement/competitive bidding requirements and that the entity or entities listed on this application have complied with them.
- e) I certify that the services the applicant purchases at discounts provided by 47 U.S.C. § 254 will be used primarily for educational purposes, see 47 C.F.R. § 54.500 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. § 54.513. 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, as prohibited by the Commission's rules at 47 C.F.R. § 54.503(d), 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 I and the entity(ies) I represent have 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. There are signed contracts or other legally binding agreements covering all of the services listed on this FCC Form 471 except for those services provided under non-contracted tariffed or month-to-month arrangements. 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 10 years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the associated funding request. I acknowledge that I may be audited pursuant to participation in the schools and libraries program. 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 USAC.
- i) I certify that I am authorized to order telecommunications and other supported services for the eligible entity(ies) listed on this application. I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, that all of the information on this form is true and correct to the best of my knowledge, that the entities that are receiving discounts 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 listed on this application, or any person associated in any way with my entity and/or the entities listed on this application, 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 if any of the Funding Requests on the FCC Form 471 are for discounts for products or services that contain both eligible and ineligible components, that I have allocated the eligible and ineligible components as required by the Commission's rules at 47 C.F.R. § 54.504.
- l) I certify that the services listed on the FCC Form 486 have been, are planned to be, or are being provided to all or some of the eligible entities identified in the FCC Form 471 application(s) cited above. I certify that there are signed contracts covering all of the services listed on the FCC Form 486 except for those services provided under tariff or on a month-to-month basis. I certify that I am authorized to submit this receipt of service confirmation on behalf of the above named Billed Entity; that I have examined this request; and that, to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

Client Name Bullitt County School District

Signature _____

Printed Name _____

Job Title _____

Date _____