

DATE:

10/24/2023

AGENDA ITEM (ACTION ITEM):

Consider/Approve of the multi-year contract with AdTec for E-Rate consulting services for Category 1 and 2 preparation and submission.

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

AdTec is an E-Rate consulting firm that assists school districts in completing required Federal E-Rate paperwork and procedures. Because of the volume of paperwork and growth of available funds for Kenton County School District, it is advisable to have an outside consulting firm to assist and review that we maintain compliance with this Federal program. This is a multi-year agreement due to the 5 year E-Rate cycle and the anticipated funds that will be available and spent over the next several years.

FISCAL/BUDGETARY IMPACT:

\$11,970.00 (KETS)

RECOMMENDATION:

Approval of the multi-year contract with AdTec for E-Rate consulting services for Category 1 and 2 preparation and submission.

CONTACT PERSON:

Matthew Winkler, Director of Technology


Principal/Administrator


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.



Kenton County School District
1055 Eaton Drive
Fort Wright KY 41017

Dear

AdTec is pleased to provide E-rate consulting services to Kenton County School District.

It is the time of year to begin preparing for the next E-rate funding cycle. This next cycle is for E-rate Funding Year 2024, which requires work before and after 2024 as listed in the scope of work found on page ten. There are four documents that must be returned to AdTec before we begin our work for E-rate Funding Year 2024:

1. **AdTec Agreement** – Please review and sign on page two.
2. **Letter of Agency** – Please read the certification statements and sign on page five.
3. **Review of E-rate Competitive Bidding and Application Process** – Please review and sign on page 12.
4. **Children's Internet Protection Act (CIPA)** – Please review and sign on page 14.

Please sign both documents for AdTec by _____.

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

Sincerely,

Katy Smith
CEO



E-rate Agreement for Category One Services

Funding Year 2024

Fees and Services		
Category 1 - Phase 1	Category 1 E-rate Form 470 and 471 Preparation and Submission, E-rate Consultation for FCC program compliance, timeline and management of USAC portal (EPC). <i>Approximate Invoice Date: January 2024</i>	\$ 1995.0
Category 1 - Phase 2	Category 1 E-rate PIAs, PQAs, Appeals, Submission of Category 1 E-rate Forms 486 and 472(BEAR) and if applicable, discounts/SPI set-up. <i>Approximate Invoice Date: November 2024</i>	\$ 1995.0
Annual Total		\$ 3990.0

See AdTec Scope of Work and E-rate Task Timeline on the following pages for full list of services.

Please choose a Preferred Method of Payment:

_____ Annual Invoice – Annual total amount above invoiced January 2024

_____ Two Invoices - Phase 1 invoiced January 2024 and Phase 2 invoiced November 2024

Please choose your Contract Term:

Multi-year contracts are under the same terms, conditions and pricing per year for the selected Funding Years:

_____ 1 Funding Year: Funding Year 2024

_____ 2 Funding Years: Funding Years 2024 and 2025

_____ 3 Funding Years: Funding Years 2024, 2025 and 2026

Agreed to:

Kenton County School District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Agreed to:

AdTec Administrative & Technical Consulting

Signature: Katy Smith

Printed Name: Katy Smith

Title: CEO

Date: June 8, 2023

Kenton County School District

Letter of Agency for E-rate

This Letter of Agency authorizes **AdTec Administrative and Technical Consulting Inc.** to represent **Kenton 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 Year 2022, 2023, 2024, and 2025 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 **Kenton 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 entities listed in this application are eligible for support because they are libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any schools, including, but not limited to, elementary, secondary schools, colleges, or universities.
- c) 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).
- d) 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.

- e) 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.
- f) 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.

- k) 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.
- l) 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.
- m) 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 Kenton County School District

Signature _____

Printed Name _____

Job Title _____

Date _____



AGREEMENT FOR E-RATE SERVICES – Funding Year 2024

This agreement made on _____, is between **AdTec Administrative & Technical Consulting, Inc.** ("Contractor"), and **Kenton County School District** of **Fort Wright, 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), 500, and any additional E-rate forms the FCC deems appropriate to obtain Universal Service Administrative Company (USAC) discounts, commonly known as the E-rate program. The E-rate FCC Forms will be filed on all E-rate eligible items as defined by USAC and the FCC, which include, but are not limited to, Data Transmission and/or Internet, Eligible Managed Internal Broadband Services, Eligible Broadband Internal Connections, and/or Basic Maintenance of Eligible Broadband Internal Connections. Said forms will be filed with the USAC Schools and Libraries Division (SLD) in a timely manner for Funding Year 2024 (FY2024). The E-rate FCC Forms will set forth the eligible services the Client wishes to pursue in FY2024 of the E-rate funding cycle, which is for E-rate eligible expenses incurred during July 1, 2024 to June 30, 2025. The E-rate program considers a Funding Year July 1 through June 30 and the work associated with any given funding year will be performed months before the funding year begins through several months after the funding year ends. In this contract, when a specific funding year is stated, it is associated with applying for E-rate funding for eligible expenses incurred during July 1 through June 30, and may include extended dates associated with the Funding Year as E-rate extensions and rules apply. 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, or by other agreed means.

Client shall provide via e-mail, fax, 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. Should the client choose the BEAR method of reimbursement, Contractor will file BEAR forms. At the conclusion of the funding year, Client will provide Contractor with evidence of bills paid for reimbursement within 60 days of request. 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 5, 2024** 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 two phases.

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 2 of the Agreement.

An Addendum to the Agreement and an additional fee is required for the filing of Category Two Services and any additional funding administered through the E-rate Program. Please contact your AdTec Consultant for the Addendum and Fee Structure.

Self-Provisioned Fiber and services with special construction costs (i.e. fiber build projects) will incur a minimum additional fee of \$7,500.

5. DELIVERY. Time is of the essence in the performance of this Contract. Filing shall comply with the schedule established by USAC for FY2024. The FCC Forms 486 and 472 (BEAR) or requests for discounted bills, FCC Form 474, for FY2024 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, 2024**. *(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 FY2024. 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 Kentucky shall govern this Contract. The parties have executed this Contract at Fort Wright, _____, KY on the day and year above written.



AdTec E-rate Consulting Scope of Work

As a full-service E-rate Consulting firm, AdTec performs all necessary steps to acquire E-rate funding. E-rate Funding is based on expenses incurred during a Funding Year, which is July – June. To ensure E-rate compliance and maximum funding, AdTec includes services before, during, and after the Funding Year. These services include, but are not limited to the list below.

Phase 1 – Timeframe: Summer/Fall/Winter 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. Prepare and file the E-rate Forms 470 and 471 required by USAC's Schools and Libraries Division.
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 Requests for Proposals (RFPs) based on E-rate eligible services and service descriptions to ensure E-rate compliance
5. Provide guidance on the E-rate bid process to ensure compliance with E-rate program requirements.
6. Maintain the E-rate Productivity Center (EPC) profile; including updating enrollment information and modifying building names and addresses as necessary
7. Prepare the required Funding Request 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
8. 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
9. Provide a summary of funding requests for each vendor as listed on the 471

Phase 2 – 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 and file the Form 472/BEAR for E-rate reimbursement, and/or ensure E-rate discounts have been listed properly on service provider invoices
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.



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
	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-Feb	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 Jan-Feb	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 2 – During and After Funding Year	Application Review Typically March-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.



Review of E-Rate Competitive Bidding and Application Process

A mandatory E-Rate rule is to require a competitive bidding process to obtain eligible E-rate services. The required competitive bidding process begins when the FCC Form 470 is filed.

The applicant (school/library) must ensure that the competitive bidding process is open and fair:

- Applicant must wait 28 days after the Form 470 is posted before selecting a service provider.
- All bidders must be treated the same.
- No bidder can have advance knowledge of the project information.
- There are no secrets in the process - such as information shared with one bidder but not with others - and that all bidders know what is required of them.
- With limited exceptions, service providers and potential service providers cannot give gifts to applicants.
- In addition, the value of free services (e.g., price reductions, promotional offers, free products) must generally be deducted from the pre-discount cost of funding requests.
- After the competitive bidding process is closed, the applicant must evaluate the bids received and choose the bid that is most cost-effective. The price of the eligible products and services must be the primary factor in the evaluation, but does not have to be the sole factor. If the price is 2-3 times more than other bids, it will not be considered cost-effective and therefore denied E-Rate funding. Other relevant evaluation factors may include: prior experience including past performance; in-state preference, compliance with Form 470 posting, and references, etc. (See bidding matrix evaluation sample: <http://www.usac.org/res/documents/sl/pdf/samples/Bid-Evaluation-Matrix.pdf> List every bid on the evaluation matrix, and only disqualify a bid if you list out the disqualification factors on the RFP.
- Retain all E-Rate documents for 10 years.

No Bids Received?

If you do not receive any bids in response to a FCC Form 470/RFP, you can solicit bids. The FCC suggests that you memorialize this fact with an email to yourself or a memo to the file.

One Bid Received?

If you receive only one bid, the FCC suggests that you memorialize this fact with an email to yourself or a memo to the file. This will help to document that you did not just keep only the winning bid.

My signature indicates the FCC's competitive bidding process and application process has been reviewed with me.

SIGNATURE

DATE

PRINTED NAME

Kenton County School District
NAME OF SCHOOL/LIBRARY

FCC Form 479

OMB Control No.3060-085
Estimated time per response: 1 hour**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION****Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)Administrative Authority's Form Identifier **2024-**

Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority Kenton County School District	2. Funding Year 2024
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3. Mailing Address and Contact Information for Administrative Authority

Street Address, P.O. Box or Route Number

1055 Eaton Drive

City Fort Wright,	State KY	Zip Code 41017
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Name of Contact Person

Telephone Number	Fax Number	Email Address
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Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.**Block 2: Certifications and Signature**

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten 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 funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority Kenton County School District**Administrative Authority's Form** 2024-**Contact** _____**Telephone** _____**Block 2: Certifications and Signature (Continued)**

6. I certify that as of the date of the start of discounted services:

a ☒ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:

(FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

(FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.

c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date

9. Printed name of authorized person

10. Title or position of authorized person

11. Telephone number of authorized person

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, item 7, must be mailed or delivered to your Billed Entity.



Kenton County School District | It's about ALL kids

THE KENTON COUNTY BOARD OF EDUCATION

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY 41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

VENDOR ASSURANCES REGARDING PROTECTION OF PERSONAL AND CONFIDENTIAL INFORMATION

Data Security and Breach Protocols

Vendors that receive Personal Information from Kenton County Board of Education (herein referred to as "KCBOE") as defined by and in accordance with Kentucky's Personal Information Security and Breach Investigation Procedures and Practices Act, KRS 61.931, et seq., (the "Act"), shall secure and protect the Personal Information by, without limitation, complying with all requirements applicable to non-affiliated third parties set forth in the Act.

"Personal Information" is defined in accordance with KRS 61.931(6) as "an individual's first name or first initial and last name; personal mark; or unique biometric or genetic print or image, in combination with one (1) or more of the following data elements:

- a) An account number, credit card number, or debit card number that, in combination with any required security code, access code or password, would permit access to an account;
- b) A Social Security number;
- c) A taxpayer identification number that incorporates a Social Security number;
- d) A driver's license number, state identification card number or other individual identification number issued by any agency as defined under the Act;
- e) A passport number or other identification number issued by the United States government; or
- f) Individually Identifiable Information as defined in 45 C.F.R. sec. 160.013 (of the Health Insurance Portability and Accountability Act), except for education records covered by the Family Education Rights and Privacy Act, as amended 20 U.S.C. sec 1232g."

As provided in KRS 61.931(5), a "non-affiliated third party" includes any person or entity that has a contract or agreement with the KCBOE and receives (accesses, collects or maintains) personal information from the KCBOE pursuant to the contract or agreement.

The vendor hereby agrees to cooperate with the KCBOE in complying with the response, mitigation, correction, investigation, and notification requirements of the Act.

The vendor shall notify as soon as possible, but not to exceed seventy-two (72) hours, KCBOE, the Commissioner of the Kentucky State Police, the Kentucky Auditor of Public Accounts, the Commonwealth (Kentucky) Office of Technology, and the Commissioner of the Kentucky Department of Education of a determination of or knowledge of a breach, unless the exception set forth in KRS 61.932(2)(b)(2) applies and the vendor abides by the requirements set forth in that exception. Notification shall be in writing on a form developed by the Commonwealth (Kentucky) Office of Technology.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor hereby agrees that the KCBOE may withhold payment(s) owed to the vendor for any violation of the Act's notification requirements.

The vendor hereby agrees to undertake a prompt and reasonable investigation of any security breach as defined under the Act in accordance with KRS 61.933.

Upon conclusion of an investigation of a security breach as defined under the Act as required by KRS 61.933, the vendor hereby agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach.

In accordance with KRS 61.932(2)(a), the vendor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed, that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth (Kentucky) Office of Technology and that are reasonably designed to protect the Personal Information from unauthorized access, use, modification, disclosure, manipulation, or destruction.

Student Data Security

Pursuant to KRS 365.734, if the vendor is a cloud computing service provider (which is defined pursuant to KRS 365.734(1)(b) as any person or entity other than an educational institution that operates cloud computing services) or, through service to the KCBOE, becomes the equivalent of a cloud computing service provider, the vendor further hereby agrees that:

- The vendor shall not process student data as defined pursuant to KRS 365.734 for any purpose other than providing, improving, developing, or maintaining the integrity of its cloud computing services, unless the vendor receives express permission from the student's parent. The vendor shall work with the KCBOE to determine the best method of collecting parental permission.
- With a written agreement for educational research, the vendor may assist the KCBOE to conduct educational research as permitted by the Family Education Rights and Privacy Act of 1974, as amended, 20 U.S.C. sec. 1232g.
- Pursuant to KRS 365.734, the vendor shall not in any case process student data to advertise or facilitate advertising or to create or correct an individual or household profile for any advertisement purposes.
- Pursuant to KRS 365.734, the vendor shall not sell, disclose, or otherwise process student data for any commercial purpose.
- Pursuant to KRS 365.734, the vendor shall certify in writing to the agency that it will comply with KRS 365.734(2).

Family Educational Rights and Privacy Act, National School Lunch Act and Child Nutrition Act

If during the course of this agreement, the KCBOE discloses to the vendor any data protected by the Family Educational Rights and Privacy Act of 1974 (FERPA), as amended (20 U.S.C. sec. 1232g, *et seq.*), and its regulations, and data protected by the Richard B. Russell National School Lunch Act (NSLA) (42 U.S.C. sec. 1751 *et seq.*, and the Child Nutrition Act of 1966 (CNA) (42 U.S.C. sec. 1771 *et seq.*), the vendor agrees that it is bound by and will comply with the confidentiality, security and redisclosure requirements and restrictions stated in FERPA, NSLA and CNA.

The vendor hereby agrees to report to the KCBOE, immediately and within twenty-four (24) hours, any known reasonably believed instances of missing data, data that has been inappropriately shared, or data taken off site.

The vendor agrees that FERPA-protected information is confidential information. FERPA-protected information includes, but is not limited to the student's name, the name of the student's parent or other family members, the address of the student or student's family, a personal identifier, such as the student's social security number, student number, or biometric record, other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name, and other information that, alone or in combination, is linked or linkable to a specific

student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty.

The vendor understands and acknowledges that any unauthorized disclosure of confidential information is illegal as provided in FERPA and in the implementing federal regulations found in 34 CFR, Part 99. The penalty for unlawful disclosure is a fine of not more than \$250,000 (under 18 U.S.C. sec. 3571) or imprisonment for not more than five years (under 18 U.S.C. sec. 3559), or both.

The vendor understands and acknowledges that children's free and reduced price meal and free milk eligibility information or information from the family's application for eligibility, obtained under provisions of the NSLA or the CNA is confidential information and that any unauthorized disclosure of confidential free and reduced price lunch information or information from an application for this benefit is illegal. The penalty for unlawful disclosure is a fine of not more than \$1,000.00 (under 7 C.F.R. 245.6) or imprisonment for up to one year (under 7 C.F.R. 245.6), or both.

In the event there is a conflict between this agreement and any other agreement between KCBOE and Vendor, the terms of this agreement shall apply.

Ad Tec Administrative & Technical Consulting, Inc
Vendor Name

P.O. Box 97 Centerville IN 47330
Vendor Address

765-855-1612
Vendor Telephone

billing@adtecerate.com
Vendor Email Address

Carol Ingram
Signature by Vendor's Authorized Representative

Carol Ingram
Print Name

10/25/2023
Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

AdTec Administrative and Technical Consulting, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 97, 115 Main Street

6 City, state, and ZIP code

Centerville, IN 47330

7 List account number(s) here (optional)

Requester's name and address (optional)
Kenton County School District

1055 Eaton Drive

Fort Wright, Kentucky 41017

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

3 5 - 2 0 9 2 7 5 5

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Katy Smith

Date ► 10/23/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.