



**1-YEAR CONTRACT:
CONSULTING SERVICES: E-RATE PROGRAM SUPPORT FOR CATEGORY 2
SERVICES for FY2022**

SUBMITTED TO:

Judith Booth

Fullerton Public Library

353 W. Commonwealth Ave.

Fullerton, CA 92832

April 19, 2022



Judith Booth

Fullerton Public Library
113 W. Felspar Ave.
Ridgecrest, CA 92832

Dear Ms Booth,

Thank you for your continued business and attached please find the E-rate Consulting Services contract in support of your organization's FY2022 Category 2 funding needs as well as any other E-rate funding opportunities that become available.

EdTechnologyFunds (ETF) is a leading E-rate consultancy that specializes in helping schools and libraries obtain funding for technology resources. We are a full spectrum planning, compliance, and support firm that brings together an understanding of education technology use with E-rate funding opportunities to build network infrastructures that will prepare students and communities for a digital-based economy.

Our staff includes a Certified E-rate Management Professional (CEMP) and is comprised of individuals from the education, local government, and technology sectors. ETF's team brings the knowledge, dedication, and tenacity required for success in the E-rate Program.

EdTechnologyFunds has worked extensively with several California libraries (Los Angeles County Public Library, Long Beach Public Library, Stockton-San Joaquin County Public Library, Riverside Public Library, and more) to successfully obtain E-Rate Category 1 and Category 2 funding.

It would be our true pleasure to work with Fullerton Public Library in support of a successful E-rate funding year.

We look forward to working with you and your team.

Sincerely,

A handwritten signature in blue ink, appearing to read "Beverly E. Sutherland".

Beverly Sutherland
Founder & President – EdTechnologyFunds, Inc.

CONTRACT FOR PROFESSIONAL SERVICES RELATING TO E-RATE

FULLERTON PUBLIC LIBRARY

This Contract entered into this 19th day of April 2022 by and between Fullerton Public Library, with its principal location 353 W. Commonwealth Ave. Fullerton, CA 92832 and EdTechnologyFunds, Inc. (a division of Sutherland Consulting Group), with its principal location at 5800A Hannum Ave, Suite 230 Culver City CA 90230, (hereinafter referred to as Contractor).

I. STATEMENT OF WORK

EdTechnologyFunds shall perform the work set forth in *Attachment – 1 Statement of Work (SOW)*.

II. TERM

EdTechnologyFunds shall commence performance of this annual Agreement on the contract executed date.

III. TERMINATION OF AGREEMENT

- a. Customer and/or EdTechnologyFunds shall have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination.
- b. In the event that the Customer terminates this agreement without cause, the Customer agrees to compensate the EdTechnologyFunds for all work and fees prior to the date of termination, and release EdTechnologyFunds from all liability, claims, and causes of action resulting from negligent acts or omissions of the Customer, its agents and/or employees performed after the date of termination.
- c. In the event that the Agreement is terminated; EdTechnologyFunds shall deliver electronic copies of all data and files related to this Agreement to the Customer within thirty (30) days.

IV. COMPENSATION

EdTechnologyFunds shall bill Customer's services at the rates set forth in the *Compensation Section*.

V. RECORDS

EdTechnologyFunds shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, EdTechnologyFunds shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures as well as in accordance to USAC Documentation Retention policy, shall be clearly identified, and shall be kept readily accessible.

VI. GOVERNING LAW JURISDICTION AND VENUE

This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this Agreement is made and shall be performed in Los Angeles County, California.

VII. INDEPENDENT STATUS OF EDTECHNOLOGYFUNDS

- a. This Agreement is entered into by both parties with the express understanding that EdTechnologyFunds shall perform all services required under this Agreement as an independent contractor. Nothing in this Agreement shall be construed to constitute the EdTechnologyFunds or any of its agents, employees or officers as an agent, employee or officer of the Customer.
- b. EdTechnologyFunds shall advise everyone it assigns or hires to perform any duty under this Agreement that they are not employees of Customer. Subject to any performance criteria contained in this Agreement, EdTechnologyFunds shall be solely responsible for determining the means and methods of performing the specified services and Customer shall have no right to control or exercise any supervision over EdTechnologyFunds as to how the services will be performed. As EdTechnologyFunds is not the Customer's employee, EdTechnologyFunds is responsible for paying all required state and federal taxes.
- c. Notwithstanding this independent contractor relationship, the Customer shall have the right to monitor and evaluate the performance of EdTechnologyFunds to assure compliance with this Agreement.

VIII. DELEGATION AND ASSIGNMENT

EdTechnologyFunds shall not delegate or assign its duties or rights under this Agreement, in whole or in part, without the prior written consent of the Customer and any prohibited delegation or assignment shall be a breach of said Agreement and render the Agreement null and void in its entirety.

IX. COMPLIANCE WITH APPLICABLE LAW

- A. EdTechnologyFunds shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives. With respect to EdTechnologyFunds' employees, EdTechnologyFunds shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment.
- B. EdTechnologyFunds shall comply with the requirements of the Davis-Bacon Act (where applicable) and all other Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, Americans with Disabilities Act (ADA) standards, and directives applicable to its performance hereunder. Further, all provisions required, thereby, to be included in this Agreement are hereby incorporated herein by reference.

- C. EdTechnologyFunds shall hold harmless, defend and indemnify Customer, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and damage to property, including Customer property, arising from, or in connection with, the performance by EdTechnologyFunds or its agents, officers and employees under this Agreement. This indemnification specifically includes any claims that may be made against Customer by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against Customer alleging civil rights violations by EdTechnologyFunds under Government Code section 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on Customer for EdTechnologyFunds' failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.
- D. During the performance of this contract, the EdTechnologyFunds shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status or national origin.

X. ENTIRE AGREEMENT

This Agreement represents the entire agreement between EdTechnologyFunds and Customer as to its subject matter and no prior oral or written understanding is to be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

IN WITNESS WHEREOF, Fullerton Public Library and EdTechnologyFunds by duly authorized signatures have executed this Agreement as of the date and year first above written.

FULLERTON PUBLIC LIBRARY

By: _____

Date

Title: _____

EdTechnologyFunds ("EDTECHNOLOGYFUNDS")



By:

April 19, 2022

Date

Title: **Founder & President**

ATTACHMENT - 1 STATEMENT OF WORK

EdTechnologyFunds, Inc. endeavors to provide Fullerton Public Library (**FPL**) with comprehensive E-Rate Program Support and Management for Category 2 (LAN/WAN Infrastructure components).

E-rate Category 2 Available Funding (Category 2 Budget Details are listed in Appendix A) Fullerton Public Library is eligible to receive more than \$281,488.50 from the E-rate program at an estimated discount rate of 80%. This funding can be used to purchase network components, licensing, and on-going maintenance.

Proposed EdTechnologyFunds Consulting Services for E-rate Category 2

Pre-Funding Services

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| a. Submit Letter of Agency (LOA) to be an authorized communicator for Fullerton Public Library (FPL) |
| b. Establish timeline and filing strategy |
| c. Register entity with USAC and with the E-rate Productivity Center (EPC) |
| d. Validate E-rate Discount percentage for FY2022 |
| e. Validate Category 2 Services budget for FY2022 |
| f. Validate compliance with the Children's Internet Protection Act (" CIPA ") (acceptable use policies and filtering) |

Request for Services & Proposal (RFP) Development

This section details the services to be rendered in support of the Request for Proposal (RFP) process.

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| a. Meet with Library staff to discuss E-Rate funding needs for Internal Category 2 funding requests <i>as needed</i> . |
| b. Review list of Internal Connections equipment, managed services, and maintenance services needed for Category 2 service requests. |
| c. Develop RFP(s) based on needs as determined by the library's goals. Separate documents will be created for Category 2 Services <i>as needed</i> . These documents will be used to communicate needs to E-Rate vendors during the competitive bidding process. |

Competitive Bidding Support

This section details the services to be rendered in support of the required 28-day minimum competitive bidding process.

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| a. <u>RFP Posting:</u> EdTechnologyFunds will post the approved RFP on the site on E-Rate EPC portal and Library's website (if available). The RFP will be posted in parallel to the submission of the Form 470 and will be the opening of the Competitive Bidding Window. All questions and answers received during the Competitive Bidding Window will be posted on the EdTechnologyFunds' portal and on the EPC system so that all vendors receive the same information. |
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b.	<u>Bid Evaluation and Competitive Bidding Matrix:</u> A comprehensive competitive bidding matrix for each service requested will be delivered to the District for scoring based on the evaluation criteria listed in the RFP along with all vendor proposals received. <i>All vendor scoring and selections will be made by FPL staff.</i>
c.	<u>Vendor Contracting Process:</u> EdTechnologyFunds will collect and review contracts, board approvals, Item21 Attachments, and supporting documentation for selected vendors to ensure compliancy with E-Rate rules. <i>All contracts must be signed after a minimum 28-day Competitive Bidding Window and prior to filing the Form 471.</i>

Application/Forms Submission

This section details the services that will be provided during the E-Rate application submission process.

a.	<u>Form Submissions:</u> Prepare and file Forms 470, 471, 472, 486, 500, and others to the Schools and Libraries Division of the Universal Service Administrative Company (“SLD”) as required for funding and on-going matters with USAC.
b.	<u>Review and Submit Item 21 Attachments:</u> Work with vendors to verify information needed for Item21 Attachment for services requested on Form 470.
c.	<u>Documentation Retention:</u> Per FCC Documentation Retention Policies, EdTechnologyFunds will house all required documents in its online ErateDocX™ system.
d.	<u>Program Integrity Assurance (“PIA”) Review Support:</u> EdTechnologyFunds will be the primary contact to USAC during the PIA review process and will work with <u>FPL</u> and selected vendors to coordinate all responses for submission along with supporting documentation.

Funding Award Support

This section details the services that will be provided after funding is awarded.

a.	<u>Funding Verification:</u> Review all funding commitments to verify alignment with original funding requests with PIA review adjustments.
b.	<u>Forms Filings:</u> Prepare and submit Receipt of Service Confirmation and Children's Internet Protection Act Certification Form (Form 486)
c.	<u>Discount Activation/Reimbursement:</u> Prepare/submit necessary documentation to ensure E-Rate/CTF discounts or reimbursements.
d.	<u>Service Certification:</u> Prepare/submit the Service Certification form.
e.	<u>Verify Applicant Payments:</u> Gather proof of payment for all E-rate funded services.

E-Rate Program Compliance Services

This section lists on-going program compliance services.

a.	Submit Service Provider Identification Number (“SPIN”) change requests <i>as needed</i> .
b.	Submit equipment substitution change requests <u>as needed</u> .
c.	Support Payment, Selective, CIPA, Audits, and other reviews for <u>as needed</u> .

d. File necessary appeals on behalf of library <u>as needed</u> .
e. Verify all required documents are received per the FCC's 10-year documentation retention policy.
f. Retain on EdTechnologyFunds ErateSync™ system.
g. Provide electronic copies of all E-rate documentation annually.

Administrative Services

This section details administrative support services that will be rendered.

a. Provide an annual E-Rate funding summary of E-Rate awards and utilization
b. Provide E-Rate on-site E-Rate Program Updates and consultations as requested

Digital Tools

This section provides information on the digital tools used to support the Fullerton Public Library E-Rate Program.

a. Establish an E-Rate specific Fullerton Public Library email address fullerton.erate@edtechnologyfunds.com . Copies of all vendor correspondences will be sent to you annually along with other documentation.

COMPENSATION

I. SUMMARY OF COSTS

- 1) Consulting Services for FY2022 Category 2 Services..... **\$6,500**
- 2) ErateSync™ Annual Subscription**\$1,649**

The Library will be invoiced upon execution of the contract.

1. Below is our Hourly Rate Schedule for services outside of the scope of services detailed in Section I.

OTHER SERVICES CATEGORY 1 AND CATEGORY 2	HOURLY RATE/NOT TO EXCEED
Additional fees will be charged for preparation and representation of PQA, Invoice, SRIR, and/or USAC on-site BCAP audits for funding awards in FY2019 and prior or C1 Services.	E-rate Consultant - \$160.00/hour + travel expenses. Not to Exceed \$6,000.00 per audit request
Additional fees will be charged for appeal support for FY2019 and prior or for C1 matters.	E-rate Consultant - \$160.00/hour, Legal Council \$400/hour (if needed) Not to Exceed \$20,000.00 per appeal
Technology Grant Writing/Submission support	E-rate Consultant - \$160.00/hour
Annual Invoice Reconciliation Category 1 and Category 2 for FY2019 and prior or for C1 matters.	E-rate Specialist - \$90.00/hour, Not to Exceed \$3000

The Library will be billed monthly for services above after they are rendered.

APPENDIX A
FULLERTON PUBLIC LIBRARY FY2022 CATEGORY 2 BUDGET ESTIMATES

BEN	Billed Entity Name	C2 Budget Cycle	Library Square Footage	Library Multiplier	C2 Budget
143790	FULLERTON PUBLIC LIBRARY	FY2021-2025	62,553	\$ 4.50	\$ 281,488.50