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BROKEN ARROW PUBLIC SCHOOLS
Educating Today Leading Tomorrow

Contract Committee Review Request
MUST BE COMPLETED IN FULL

Date: April 27, 2022

Contract/Agreement Vendor: **Kellogg & Sovereign Consulting - ECF - Riley Harpole**
Name of Vendor & Contact Person
rharpole@kelloggllc.com
Vendor Email Address

Accept and approve the NEW agreement between Broken Arrow Public Schools and Kellogg & Sovereign Consulting to provide professional
Describe Contract (Technology, program, consultant-prof Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

District
Reason/Audience to benefit
5/9/22 **\$ 52,107.72**
BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review: **Ali Shehada**

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator: _____

Does this Contract/Agreement utilize technology? YES/NO *AM*
 If yes, Technology Admin: _____

Leadership Team Member: *AM* _____

Funding Source: **General / ECF** _____
Fund/Project OCAS Coding

- Consent**
- Action**

Accept and approve the NEW agreement between Broken Arrow Public Schools and Kellogg & Sovereign Consulting to provide professional Emergency Connectivity Fund (ECF) consulting services. This agreement authorizes Kellogg & Sovereign Consulting to prepare and submit the application for the FCC's Emergency Connectivity Fund, April and May 2022 (ECF Window 3). The cost to the District will be a \$750.00 base filing fee & 3% of commitment amount less base filing fee upon funding. If fully funded the District total will be \$52,107.72.

Summary *This area must be complete with full explanation of contract*

The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.



Agreement to Provide Professional ECF Consulting Services

Kellogg & Sovereign® Consulting ("K&S") proposes to provide the following professional consulting services to assist **Broken Arrow School District 3, Broken Arrow, Oklahoma** ("Applicant") with the FCC's Emergency Connectivity Fund ("ECF") as follows:

	Services	Amount	Billing date
✓	<p>Preparation and submission of application for the FCC's Emergency Connectivity Fund, April and May 2022 (ECF Window 3)</p> <p>K&S will gather the necessary documentation including invoices and/or needs assessment to prepare and submit reimbursement request for eligible equipment and/or services for funding support from the FCC's Emergency Connectivity Fund. After application is submitted, K&S will track status of the application and notify the District of the funding decision. K&S will also file any forms necessary to request disbursement of funds to the Applicant.</p>	<p>\$750 (base filing fee)</p>	<p>May 2022</p>
		<p>3% of commitment amount less base filing fee.</p>	<p>Upon funding</p>

Payment terms are net 45 days. Payments should be remitted to Sigma Technology Fund LLC dba Kellogg & Sovereign Consulting, P.O. Box 222113, Dallas, TX 75222-2113.

Should we encounter any unforeseen problems which will warrant additional time or expense, you will be notified of the situation and of any added cost, and you will have the opportunity to agree to any additional expenses in advance. Our charges for other services will be agreed to separately.

Kellogg & Sovereign® Consulting is not a law firm, and we are not authorized to practice law. Any matters which require an attorney shall be contracted separately with appropriate legal counsel.

Termination

Either party may, upon written notice to the other party, terminate this contract in whole or in part for convenience. All fees incurred prior to receipt of the termination notice will be due and payable immediately upon termination. K&S will be released from responsibility for completion of any remaining services listed in this agreement immediately upon receipt of the termination notice.

Liability

K&S will make every reasonable effort to avoid any errors or omissions in the services or advice that we provide to our clients. However, the rules, regulations, and guidelines for the universal service discount mechanism (E-Rate) are voluminous, ambiguous and constantly changing. Our liability for any errors or omissions will be limited to a full refund of the fees paid and will not include liability for any consequential

damages. Any claim for damages will expire within two years of when the final billing is mailed/mailed to you. Our liability is also limited to you and any recommendations provided to you may not be used or relied upon by any other parties. Disputes with the Universal Service Administrative Company (USAC) regarding the interpretation of the rules will not constitute an error or omission if you have been advised of the difference in opinion.

Disclaimer

Due to uncertainties inherent in SLD/USAC's funding process, Kellogg & Sovereign® Consulting does not warrant or guarantee ECF funding will be received as a result of this contractual agreement.

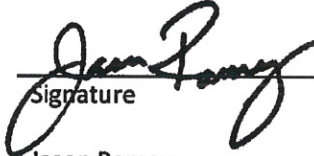
We believe the foregoing correctly sets forth our understanding, but if you have any questions, please let us know. If you find the arrangements acceptable, please acknowledge your agreement to the understanding by signing and returning to us the copy enclosed.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

FOR:
Broken Arrow School District 3
701 S Main Street
Broken Arrow, OK 74012

FOR:
Kellogg & Sovereign Consulting
1101 Stadium Drive
Ada, OK 74820

Signature



Signature

Printed Name

Jason Ramey

Printed Name

Title

CEO

Title

Date

April 22, 2022

Date

LETTER OF AGENCY

FCC EMERGENCY CONNECTIVITY FUND (ECF)

APPLICANT: Broken Arrow School District 3 (140044)

Authorization Term: Date of signing through June 30, 2024

ECF Window 3 for services delivered July 1, 2022 to December 31, 2023

Client Name ("Applicant") hereby authorizes Kellogg & Sovereign® Consulting, Consultant Registration Number 16024809, or its designated agents or employees ("K&S") to act on our behalf during the term of this authorization.

Although not exclusive, K&S is specifically authorized to conduct the following actions on behalf of the Applicant:

- ♦ Prepare and submit Federal Communications Commission ("FCC") ECF Forms 471, 486, 500, 472 and other forms requested by the Schools and Libraries Division ("SLD") of the Universal Service Administrative Company ("USAC")
- ♦ Prepare and submit documentation to USAC or the FCC in compliance with ECF program rules and regulations.
- ♦ Act as our agent in working with representatives of the FCC or USAC to provide information as requested during application review, selective reviews, site visits, audits and any other activity associated with review of our applications.

By signing this Letter of Agency, I make the following certifications § 54.1710 (a) (1) and (2) of FCC 21-58¹:

- (a) (1) The FCC Form 471 shall be signed by the person authorized to order eligible services for the eligible school, library, or consortium and shall include that person's certification under penalty of perjury that:
- (i) "I am authorized to submit this application on behalf of the above-named applicant and that based on information known to me or provided to me by employees responsible for the data being submitted, I hereby certify that the data set forth in this application has been examined and is true, accurate and complete. I acknowledge that any false statement on this application or on other documents submitted by this applicant 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) or can lead to liability under the False Claims Act (31 U.S.C. 3729 – 3733)."
 - (ii) "In addition to the foregoing, this applicant is in compliance with the rules and orders governing the Emergency Connectivity Fund Program, and I acknowledge that failure to be in compliance and remain in compliance with those rules and orders may result in the denial of funding, cancellation of funding commitments, and/or recoupment of past disbursements. I acknowledge that failure to comply with the rules and orders governing the Emergency Connectivity Fund Program could result in civil or criminal prosecution by law enforcement authorities."
 - (iii) "By signing this application, I certify that the information contained in this application is true, complete, and accurate, and the projected expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, sections 1001, 286-287 and 1341 and Title 31, sections 3729-3730 and 3801-3812)."
 - (iv) The school meets the statutory definition of "elementary school" or "secondary school" as defined in § 54.1700, does not operate as for-profit businesses, and does not have endowments exceeding \$50 million.
 - (v) The library or library consortia is eligible for assistance from a State library administrative agency under the Library Services and Technology Act, does not operate Federal Communications Commission FCC 21-58 77 as for-profit businesses, and their budgets are completely separate from any school (including, but not limited to, elementary and secondary schools, colleges, and universities).

¹ Federal Communications Commission Report and Order, FCC 21-58, *Establishing Emergency Connectivity Fund to Close the Homework Gap*, <https://docs.fcc.gov/public/attachments/FCC-21-58A1.pdf>, May 11, 2021, pp 76-77, 84.

- (vi) The school, library, or consortia listed on the FCC Form 471 application has complied with all applicable state, local, or Tribal local laws regarding procurement of services for which support is being sought.
- (vii) The school or school consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to students and school staff who would otherwise lack connected devices and/or broadband services sufficient to engage in remote learning.
- (viii) The library or library consortium listed on the FCC Form 471 application is only seeking support for eligible equipment and/or services provided to library patrons who have signed and returned a statement that the library patron would otherwise lack access to equipment or services sufficient to meet the patron's educational needs if not for the use of the equipment or service being provided by the library.
- (ix) The school, library, or consortia is not seeking Emergency Connectivity Fund support or reimbursement for eligible equipment or services that have been purchased and reimbursed in full with other Federal pandemic-relief funding, targeted state funding, other external sources of targeted funding or targeted gifts, or eligible for discounts from the schools and libraries universal service support mechanism or other universal service support mechanism.
- (x) The applicant or the relevant student, school staff member, or library patron has received, or the applicant has ordered the equipment and services for which funding is sought.
- (xi) The equipment and services the school, library, or consortium purchases or will purchase using Emergency Connectivity Fund support will be used primarily for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as allowed by § 54.1713.
- (xii) The school, library, or consortium will create and maintain an equipment and service inventory as required by § 54.1715.
- (xiii) The school, library, or consortium has complied with all program rules and acknowledge that failure to do so may result in denial of discount funding and/or recovery of funding.
- (xiv) The applicant recognizes that it may be audited pursuant to its application, that it will retain for ten years any and all records related to its application, and that, if audited, it shall produce shall records at the request of any representative (including any auditor) appointed by a state education department, the Administrator, the Commission and its Office of Inspector General, or any local, state, or Federal agency with jurisdiction over the entity.
- (xv) No kickbacks, as defined in 41 U.S.C. 8701 and/or 42 U.S.C. 1320a-7b, were paid or received by the applicant to anyone in connection with the Emergency Connectivity Fund. Federal Communications Commission FCC 21-58 78

(a) (2) Applicants seeking support for new network construction or end-user equipment for datacasting services through the Emergency Connectivity Fund must also certify under penalty of perjury that they sought service from existing service providers in the relevant area and that such service providers were unable or unwilling to provide broadband Internet access services sufficient to meet the remote learning needs of their students, school staff, or library patrons.

Applicant Name: _____

Mailing Address, City, ST, Zip: _____

Signature of Authorized Person: _____ Date: _____

Printed Name of Authorized Person: _____ Title: _____

This authorization shall remain in effect until K&S is notified of its cancellation in writing via certified mail.



Bill to BROKEN ARROW PUBLIC SCHOOLS Customer No: 85638 701 S MAIN ST BROKEN ARROW OK 74012 USA	Ship to BROKEN ARROW PS / CENTRAL WAREHOUSE 1810 WEST DETROIT BROKEN ARROW OK 74012 USA	Quote Details Created: April 27, 2022 Expiration: May 27, 2022 Created by: Amy Burg amy.burg@trafera.com
Estimate No: E000071086		

Contract
 ECF
 Emergency Connectivity Fund - SPI - SPIN 143052823

Products & Services

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
HP 11MK G9 EE CBK MT8183C 4GB/32GB	HP Chromebook 11MK G9 EE - 11.6" HD Anti-glare Display (1366 x 768) - MediaTek MT8183C, Eight-Core, 2.0 GHz - 4GB LPDDR4x-4266 RAM - 32GB eMMC SSD - Chrome OS - WiFi + BT		3400	\$336.00	\$1,142,400.00
Trafera CBN Warranty - Plat - 5 Yr - B			3400	\$0.00	\$0.00
Google Chrome Management Perpetual EDU	Google Chrome Management Perpetual EDU License		3400	\$0.00	\$0.00
Trafera White Glove 300 Units and Above	Trafera White Glove 300 Units and Above - Pre-enrolled in Google Apps® domain - Custom themes and settings applied - Hardware functionality check - Google Console OU management		3400	\$0.00	\$0.00
MAC Addresses with White Glove			3400	\$0.00	\$0.00
Trafera Green Packing			3400	\$0.00	\$0.00

Subtotal \$1,142,400.00

Tax \$0.00

Total \$1,142,400.00

Net Terms N30

Terms and Conditions

This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

Questions? Contact me

Jonathan Worre

jonathan.worre@trafera.com



Trafera

2550 University Ave W, Suite 315 - S

St. Paul MN 55114

United States



Bill to BROKEN ARROW PUBLIC SCHOOLS Customer No: 85638 701 S MAIN ST BROKEN ARROW OK 74012 USA	Ship to BROKEN ARROW PS / CENTRAL WAREHOUSE 1810 WEST DETROIT BROKEN ARROW OK 74012 USA	Quote Details Created: April 27, 2022 Expiration: May 27, 2022 Created by: Amy Burg amy.burg@trafera.com
Estimate No: E000071081		

Contract
ECF
 Emergency Connectivity Fund - SPI - SPIN 143052823

Products & Services

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
10E TABLET TCH CAM MT8183 4G 32G	Lenovo 10e Chromebook Tablet - 10.1" WUXGA Touchscreen Display (1920 x 1200) - MediaTek Cortex A73 MT8183 Quad-core 2 GHz - 4GB RAM - 32GB eMMC 5.1 Flash Storage - ARM Mali-G72 MP3 GPU - 2 Megapixel Front Camera - Chrome OS - WiFi + BT		1700	\$259.00	\$440,300.00
Lenovo 3 Year Depot + ADP Warranty	Lenovo Depot + Accidental Damage Protection One (School Year Term) - 3 Year - Warranty Service Depot - Technical		1700	\$0.00	\$0.00
Google Chrome Management Perpetual EDU	Google Chrome Management Perpetual EDU License		1700	\$0.00	\$0.00
Trafera White Glove 300 Units and Above	Trafera White Glove 300 Units and Above - Pre-enrolled in Google Apps® domain - Custom themes and settings applied - Hardware functionality check - Google Console OU management		1700	\$0.00	\$0.00
MAC Addresses with White Glove			1700	\$0.00	\$0.00
Bump Armor - LEN 10e Chrome Tab Case BLK	Bump Armor - Lenovo 10e Chrome Tab Case - Black		1700	\$0.00	\$0.00
Case Installation with White Glove			1700	\$0.00	\$0.00
Trafera Green Packing			1700	\$0.00	\$0.00

TRAILS Digital Lesson Library - 1 Yr Sub	500+ powerful online resources for educators.			
	TRAILS includes three resources:			
	• TRAIL Guides - Thematic units aligned to NGSS Standards			
	• TRAIL Mix - Stand alone lessons perfectly suited for face-to-face or virtual instruction	1	\$0.00	\$0.00
	• Children's Literature - Featuring "Tom the Traferatops", a fun and shy dinosaur who loves to learn with technology			

Subtotal \$440,300.00

Tax \$0.00

Total \$440,300.00

Net Terms N30

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Jonathan Worre

jonathan.worre@trafera.com



Trafera

2550 University Ave W, Suite 315 - S

St. Paul MN 55114

United States



Bill to
BROKEN ARROW PUBLIC SCHOOLS
Customer No: 85638
701 S MAIN ST
BROKEN ARROW OK 74012
USA

Ship to

Quote Details
Created: April 22, 2022
Expiration: May 22, 2022
Created by: Scott Meyer
scott.meyer@trafera.com

Estimate No: E000071084

Contract

ECF

Emergency Connectivity Fund - SPI - SPIN 143052823

Products & Services

Items and Descriptions	Overview	Notes	Qty	Unit Price	Totals
HoverCam 35" Transparent Writing eGlass	HoverCam Live view instructional camera with transparent 35" glass whiteboard. Includes table top support stand with lighting; Flex II software with Zoom integration; 4 neon dry erase markers; erase cloth.		16	\$1,589.00	\$25,424.00
					Subtotal \$25,424.00
					Tax \$0.00
					Total \$25,424.00
					Net Terms N30

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