



PROJECT ATTACHMENT #0164-16C

Master
Agreement No: 0164

SERVICES: CATEGORY TWO E-RATE RFP/APPLICATION MANAGEMENT

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Category Two RFP and E-rate Application Management Services:

Procurement Consulting, including:

1. Coordinate with the Client to determine the "Procurement Programming" requirements, including, overall project scope, procurement objectives, and E-rate program compliance.
2. Present to the Client, for their approval, a procurement process and "Bidding Document" format that addresses both the Local/State and E-rate program rules and regulations.
3. Develop a "Bid Schedule" that complies with the Client's and the E-rate Program's procurement and award of contract requirements.

Bid Document Development, including:

1. Develop a "Bidding Document" based on the Client's specific procurement programming requirements. Bidding Document provided by Infinity to include; Bidder's Instructions, Procurement Compliance language, E-rate Program Compliance language, General Conditions, and Bid Forms.
2. Integrate the Client's provided "Design Documents" into the "Bidding Document" to produce a complete Request for Proposal (RFP). The "Design Document" provided by the Client will include, at a minimum, the following; scope of work, equipment and/or performance specifications, and a depiction of the existing affected site and/or system conditions.

Bid Process Management, including:

1. Oversight and management of the procurement process to ensure compliance with "bidding documents and E-rate procurement requirements.
2. Assist the Client in the preparation of a "Notice of Advertisement" and/or Form 470 publication language.
3. Publish the Request for Proposal (Bidding and Design Documents) on Infinity's "Projects" website.
4. Maintain a "Bidder's List" and document library for each project.
5. Organize and attend one (1) mandatory Bidders Conference/Meeting.
6. Assist the District in the response to prospective bidder's Pre-Bid request for information. Prepare and distribute project clarification(s) and addenda(s) to address questions from prospective bidders.
7. Organize and conduct opening of bid response(s). All bid openings will be conducted at Infinity's office, unless otherwise directed by the Client.

E-rate Application Management, including:

1. Consult with the Client to determine the filing strategy that best suits their needs.
2. Prepare and submit to the Client, for their certification, the following program forms; Form 470, Form 471, and Form 486.
3. Monitor and inform the Client of their Application and Funding Commitment status.
4. Coordinate with the Client and Service Provider to respond to Program Integrity Assurance (PIA) questions.
5. Assist the Client, if requested, in the preparation of program auditor's requested documentation.
6. Provide the Client with one (1) Electronic and one (1) Hardcopy copy of all pre-Form 471 "Bidding Documents", bid evaluations, and contracts, as required for Document Retention per the E-rate program.

Excluded from Infinity's Service Offering:

- System design, project engineering, drafting, and/or technical spec writing services.
- On-site services, including but not limited Job-Walks, Site Assessments, etc.
- E-rate Service Substitutions, Invoice and Deadline Extension requests.

Additional Services requested by the Client of Infinity to perform, other than those listed above and/or in the quantity listed above, will be billed to the Client at an Hourly rate plus actual and necessary expenses, per the attached *Compensation and Reimbursable Expenses Schedule*.



CLIENT RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our **Category Two RFP and E-rate Application Management Services**, shall include:

1. Appoint and identify a representative to act on their behalf whom has the authority to render decisions.
2. Respond to requests from Infinity, no later than three (3) business days upon receipt of written request from Infinity, as not to cause unreasonable delay in the progress of Infinity's services.
3. Furnish all legal, insurance and accounting services, that may be reasonably necessary, that meet the Client's own needs and interests.
4. Provide reasonable access to the site and Client's personnel to allow Infinity to perform the work detailed in this agreement.
5. Provide Infinity with all "Design Documents" required for the successful completion of the agreed service, including, but not limited to; a scope of work for the requested services, equipment and/or performance specifications, project drawings and/or system single-line diagrams.
 - a. The Client accepts the sole responsibility and liability for the quality and accuracy of the "Design Documents" provided to Infinity.
6. Grant Infinity permission and license to distribute the provided "Design Documents" to perform the work described in this agreement.
7. Provide Infinity with all E-rate "Supporting Documents" required for the successful completion of the agreed service, including, but not limited to; Approved Free & Reduced Lunch numbers, Approved Technology Plan, Budget Information, Copy of CIPA Compliance, Evaluation of Bid Responses, Board Meeting Minutes, Copy of Executed Agreements, etc.
8. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file E-rate forms and respond to the USAC's request for information.
9. Sign and certify the E-rate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the E-rate Program's time sensitive deadlines.
10. Comply with all of Schools and Libraries Division's (SLD) E-rate program rules and requirements, including but not limited to:
 - a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal bidding laws.
 - b. Wait a minimum of 28 days after the posting of the Form 470 or the release of the RFP, whichever comes later, before selecting a Service Provider or executing a Contract.
 - c. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, with the cost of E-rate eligible goods and services as the highest weighted factor.
 - d. Award a contract the successful Bidder prior to submitting a request for funding (Form 471).
 - e. Maintain and update an "Equipment Asset Register" (EAR). The EAR shall detail the make, model, serial number, and location of all equipment purchased with the support of the Universal Services Fund (E-rate Program). The Client will provide Infinity a copy of the EAR for compliance with the "Inventory" section of E-rate's "Document Retention Policy".
11. Retain documents, for each funding request, related to the "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance" for a period of at least 10 years from the last date of service.

*** In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0164-16C with this contract, an additional fee will be negotiated before any additional services are provided.**

TERM OF CONTRACT:

This Agreement is for a term of 1 year, with an expiration date of November 30, 2016.

Infinity's fee will be a one-time flat rate fee of \$12,800.00. Infinity's Services Fee includes our Category Two RFP Management Services for the Client's desired Category 2 project.

Infinity's fee will be a one-time flat rate fee of \$5,700.00. Infinity's Services Fee includes our Category Two E-rate Application Management Services for the Client's desired Category 2 project.

If additional services are requested by the Client that require a change order, Infinity will bill 5% for the additional change order amount.

INFINITY

COMMUNICATIONS AND CONSULTING

Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$58.00/hour
Sr. Construction Manager	\$125.00/hour
Construction Manager	\$95.00/hour
Contracts Administrator	\$61.00/hour
Erate Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$72.00/hour
Erate Specialist, I	\$51.00/hour
Support Staff	\$48.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.54/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

IN WITNESS THEREOF, the parties hereto have executed this Agreement on the date written below.

Infinity Communications & Consulting, Inc.

Milpitas Unified School District

Signature

Date

Signature

Date

Martin Skiby

General Manager

Name

Title

Name

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/State/Zip

Address/City/State/Zip

82-0573429

Federal Tax ID#

Federal Tax ID#