

Central Unified  
4605 N. Polk Avenue  
Fresno CA 93722

<b>Purchase Order No.</b>
The number below MUST appear on all invoices, pkgs., etc.
193875
P.O. Date: 11/28/2018
Req Date: 11/27/2018

(559) 274-4700 FAX: ( )

CC: Dina B.

Invoice To:

Ship Prepaid To:

CENTRAL UNIFIED SCHOOL DISTRICT 7200 - CENTRAL USD NETWORK OPERA  
ACCOUNTS PAYABLE(559-274-4700) B. STEINER 559-274-4700x63118  
4605 N POLK 5652 W GETTYSBURG RM 14  
FRESNO CA 93722-5334 FRESNO CA 93722-0000

TO: VE# 764 FAX# ( ) Phone# (661) 716-1840

INFINITY COMMUNICATIONS INC  
4909 CALLOWAY DRIVE  
SUITE 102  
BAKERSFIELD CA 93312

Remit To:

INFINITY COMMUNICATIONS INC  
PO BOX 999  
BAKERSFIELD CA 93302-

Quantity Ordered	Unit of Measure	Description of Articles or Service	Unit Price	Total Cost
1	Each	IT-DISTRICT MANAGEMENT SERVICES	\$0.00	\$0.00
1	Each	ONE-TIME FLAT RATE CATEGORY TWO RFP MANAGEMENT SERVICES	\$5,000.00	\$5,000.00
1	Each	ONE-TIME FLAT RATE FEE CATEGORY TWO E-RATE APPLICATION MANAGEMENT SERVICES	\$3,500.00	\$3,500.00
<p>"SPECIFIC" PO - VALID UNTIL JUNE 30, 2019 INVOICE NOT TO EXCEED PO AMOUNT FREIGHT DELIVERIES BY APPT ONLY DELIVERIES NOT SHIPPED TO "SHIP PREPAID" ADDRESS WILL BE REFUSED. PO SUBJECT TO PO TERMS AND CONDITIONS - see www.centralunified.org **VENDOR MUST CHECK-IN AT MAIN OFFICE</p>				
			Sub Total:	\$8,500.00
			Discount:	\$0.00
			Tax:	\$0.00
			P.O. Total:	\$8,500.00

Requested By:	BRIT STEINER	Authorized By:	tt	Requisition #:	194140
---------------	--------------	----------------	----	----------------	--------

Fu---Re----Y-Gl---Fn---Ob-----Si--RP---Mg  
0100-00000-0-0000-7700-580000-000-7200-7200 Amount \$8,500.00

1. If unable to fill order or invoice exactly in accordance with description, unit and price hereon, do not ship. Advise us.
2. If price is omitted on order it is agreed that your price will be the lowest prevailing market price.
3. Orders not received on date specified may be cancelled by us.
4. Goods subject to our inspection on arrival.
5. There must be a separate invoice for each purchase order.
6. On orders F.O.B. Shipping Point prepay shipping charges and to invoice, and attach paid freight bill as evidence of prepayment charges.
7. All materials, supplies and equipment must comply with requirements of the California Occupational Safety and Health Act and all electrical equipment must comply with three wire grounding requirements.

Approved

NOV 28 2018



**PROJECT ATTACHMENT #0204-18C  
CENTRAL UNIFIED SCHOOL DISTRICT**

Master  
Agreement No: 0204

**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. 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.
6. 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.
7. Prepare and submit the Service Delivery Extension and/or Invoice Deadline Extension request(s).
8. Prepare and submit the Form 500 for certification and approval.
9. Prepare and submit One (1) Applicant Reimbursement Form 472 for certification and approval, per project.

**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 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*.

# INFINITY

COMMUNICATIONS AND CONSULTING

## 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 #0204-18C 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, 2019.

Infinity's fee will be a one-time flat rate fee of \$5,000.00, for Category Two RFP Management Services.

Infinity's fee will be a one-time flat rate fee of \$3,500.00, for Category Two E-rate Application Management Services.

If additional services are requested by the Client that require a change order, Infinity will bill 5% of the 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	\$155.00/hour
Systems Designer	\$125.00/hour
CAD Operator	\$75.00/hour
Sr. Project Manager	\$155.00/hour
Project Manager	\$95.00/hour
Design Team Coordinator	\$75.00/hour
Erate Compliance Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$75.00/hour
Erate Specialist, I	\$55.00/hour
Support Staff	\$50.00/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)	\$0.545/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.**

**Central Unified School District**

Signature

11/16/18

Date

Signature

Date

Martin Skiby

Chief Operating Officer

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#

Reviewed by:

Date: 11/27/18

Project Attachment 0204-18C

Page 3 of 3