INFORMATION SHEET 6/15/2021 TRUSTEES' MEETING

ATTACHMENT: 4.4

TO: Jim Bridges, Superintendent

FOR: Board of Trustees

FROM: Dena Whittington, CBO

ISSUE: Contract for E-rate Consultant

The District is currently participating in the Federal E-rate program to receive subsidized access for data connectivity under Category 1. To facilitate the application process and ensure future funding is secured, staff would like to contract with Infinity Communication and Consulting for the 2021-22 fiscal year. In addition to managing the application filing timeline, Infinity offers full service assistance with bid specs, accepting proposals, and audit assistance.

Recommend: Approval of the attached contract for E-rate Consultant

INFINITY COMMUNICATIONS & CONSULTING, INC.

MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0790

This Agreement for Professional Services ("Agreement") is entered as of this day, June 4, 2021, between **Infinity Communications & Consulting, Inc**. hereinafter referred to as "Infinity," and **Jefferson School District** hereinafter referred to as the "Client." The parties agree as follows:

1. **SERVICES**
   Infinity agrees to perform Consulting and Professional Services ("Services") on behalf of the Client as set forth in this agreement and attachments. Infinity's responsibilities and determination of reimbursable cost for said Services are set forth in the project attachment(s), which include the Infinity/Client Responsibilities, Terms, Payment Schedule(s) (if applicable) and Reimbursable Expenses Schedule.

2. **BASIS OF COMPENSATION**
   Infinity will invoice for services performed under the scope of work for each of the project attachment(s). The client will render payment to Infinity upon receipt of invoices.

3. **TERM AND TERMINATION OF SERVICE**
   Infinity's services are provided on a term commitment basis as specified in the project attachments The term commences on the signed acceptance of the project attachment(s).

   The Client and/or Infinity may terminate this Agreement, without cause, at any time by submitting written notice to the other party. The written Notice of Termination must be received no less than Thirty (30) days prior to the desired date of Termination.

   In the event that the Client terminates this Agreement without cause, the Client agrees to compensate Infinity for all work, Service Fees, and reimbursable expenses completed prior to the date of termination, and release Infinity from all liability, claims and causes of action resulting from negligent acts or omissions of the Client, its agents and/or employees performed after the date of termination.

   In the event that the Agreement is terminated; Infinity shall deliver copies of all data and files related to this Agreement to the Client within Thirty (30) days.

4. **CLIENT'S RESPONSIBILITY**
   The Client agrees to comply with the responsibilities as specified in the project attachments to ensure the successful completion of services covered in this Agreement.

5. **RECORDS**
   Infinity will maintain full and accurate records in connection with this Agreement and will make them available to the Client for inspection during normal business hours, Monday to Friday, 8am to 5pm.

6. **STATUS OF INFINITY**
   The Client and Infinity agree that Infinity, in performing the services specified in this Agreement, shall act as an independent contractor and shall have control of all work and the manner in which it is performed. Infinity shall be free to contract for similar service to be performed for other parties while under contract with the Client. Infinity is not entitled to participate in any pension plan, insurance, bonus or similar benefits the Client provides for its employees.

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7. **COPYRIGHTS AND LICENSES**

The Client and Infinity agree that in transmitting "Instruments of Services", or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for the use of this project.

Infinity and/or its Consultants shall be deemed the authors and owners of their respective "Instruments of Service", including, but not limited to Infinity's, Erate Template Forms, Bid Documents, Drawings and Specifications, and Infinity shall retain all common law, statutory and other reserved rights, including copy rights. The Submission or distribution of these "Instruments of Service" to meet the requirement of this Agreement shall not be construed as a publication in derogation of the reserved rights of Infinity and/or its consultants.

Upon execution of this Agreement, Infinity grants the Client a nonexclusive limited license to use Infinity's "Instrument of Service" solely and exclusively for the purposes of constructing, using, maintaining, altering and adding to the projects associated to this Agreement, provided that the Client substantially performs its obligation, including prompt payment of all fees due to Infinity, under this Agreement. If Infinity rightfully terminates this Agreement for cause the license granted to the Client shall terminate.

In the event that the Client uses the "Instruments of Service" without obtaining Infinity's written consent, the Client releases Infinity from all liability, claims and causes of action arising from such use.

8. **HOLD HARMLESS & LIMITATION OF LIABILITY**

Infinity and Client agree to hold the other party, its officers, agents, and employees harmless, from all suits, claims and liabilities resulting from negligent acts or omissions of the other party, its officers, agents or employees under this Agreement. In the event Infinity is found in breach of this Agreement and/or negligent, the parties agree that the maximum amount of damages the Client may receive from Infinity shall not exceed the aggregate payment(s) Infinity has actually received from Client under this Agreement during the particular year of the breach and/or negligence. Any legal action arising from or taken by either party, shall be governed by the laws of the State of California / County of Kern and shall be brought in its courts.

9. **COMPLIANCE WITH LAWS**

Infinity shall comply with all applicable federal, state and local laws, rules, regulations and ordinances involving its employees, including workers' compensation and tax laws.

10. **MODIFICATION, ASSIGNMENT & ATTORNEY'S FEES**

This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved/acknowledge by both parties under a writing Addendum. If any action is brought concerning this Agreement, the prevailing party will be entitled to reasonable attorney's fees.

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

Infinity Communications & Consulting, Inc.		**Jefferson School District**	
	06/04/21		
Signature	Date	Signature	Date
Marlin Skiby	Chief Operating Officer		
Name	Title	Name	Title
P.O. Box 999, Bakersfield, Ca. 93302			
Address/City/Sate/Zip		Address/City/Sate/Zip	
82-0573429			
Federal Tax ID#		Federal Tax ID#	

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PROJECT ATTACHMENT #0790-FY2022A

Master
Agreement No: 0790

SERVICES: CATEGORY ONE E-RATE CONSULTING SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our **Category One E-rate Consulting Services**:

E-rate and California Teleconnect Fund (CTF) Consulting Service

1. Client Access – Infinity will be available to the Client by phone, email, or in person to address Client related E-rate Funding issues. Client will provide Infinity with a minimum of 72 hours' notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the E-rate and CTF process and help staff to take advantage of newly eligible products and services.
3. Program Compliance – Infinity will assist the Client to verify that USAC rules are being followed and, if necessary, provide guidance on new processes or procedures to ensure program compliance, in regards to Bid Evaluations, Procurement, Technology Plans, CIPA compliance, Technology Budget, and Document Retention.

E-rate Application Management

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-rate funding opportunities.
2. Determination of Funding Request Amount – Infinity will prepare the required "Item 21 Attachment Sheet", by; review one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, review of Client's current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.
3. File Forms – Infinity will prepare and file the following forms required by USAC's School and Library Division to receive E-rate Category One Telecommunications and Internet Access funding: Form 470, Form 471, and Form 486.
4. Administration of PIA Process – Infinity will assist the Client in responses to and delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.
5. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method), or prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
6. Application Status – Infinity will provide the Client with progress status on applications, reviews, and modifications, for the Client's open funding requests.

Request for Proposal (RFP) Management Services

1. Develop RFP Documents – Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with the Client's Local/State and the E-rate Program's procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to the Form 470.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders thru Infinity's "Projects" website.
3. Administration of RFP Process – Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.
4. Bid Opening – Infinity will conduct the opening of bid response(s). All bid openings will be held at Infinity's offices, unless otherwise agreed upon between the Client and Infinity.
5. Bid Evaluation - Infinity will evaluate the bid responses based on the E-rate Program's requirements for the "Evaluation of Bids", and provide the Client with recommendations for the award of contract(s).
6. Contract Administration – Infinity will collect the documents necessary for the award of contract from the successful bidder and coordinate the delivery to the Client for execution.

Audit Assistance

1. Document Retention – Infinity will maintain a copy of the documents required for E-rate Program's "Document Retention Policy", including; "Pre-bidding Process", "Bidding Process", "Award of Contracts", "Application Process", "Purchase and Delivery of Service", "Invoicing", "Inventory", and "Forms and Rules Compliance", for up to 10 years from the last date of service.
2. Document Assistance – Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Support Services –Infinity will represent the Client during all Erate Audits.

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CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our **Category One E-rate Consulting Services**, shall include:

1. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's service.
2. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
3. Provide Infinity all information, required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity. This includes at a minimum, but not limited to; Copies of Monthly Service Provider Bills, Copies of Service Provider Contracts, Approved Free & Reduced Lunch numbers, Budget Information, Copy of Approved Technology Plan, Copy of CIPA Compliance, and "Authorized Contact" information.
4. 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.
5. 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.
6. For New Contracted Services or Month to Month Services, ***only***
    a. Conduct an "Open and Competitive" bid process, to comply with all applicable Local/State/Federal/E-rate Program procurement requirements, and biding laws for all "new" requested services and contracts: including, but not limited to, publication of notice of the request for proposal in a newspaper of general circulation twice at least 10 days prior to receipt of the responses.
    b. Conduct a non-bias bid evaluation, per the E-rate Program's "Evaluations of Bid" requirements, for all bid responses received as the result of posting a Form 470 (RFP).
    c. Comply with all Local/State/Federal/E-rate Program requirements for the Award of Contract(s), including waiting a minimum of 28 days (after the filing of the Form 470 or RFP, whichever comes later) to execute contracts and/or to submit a Form 471 for the requested service.
    d. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the E-rate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, and Bidder's Item 21 Attachment Sheet.
7. Require the Service Provider, for the eligible services the Clients is entitled to receive California Teleconnect Fund (CTF) support, to invoice USAC by the SPI Method (Form 474).
8. 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".
9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provide Infinity a copy of the SPRR for compliance with the "Invoicing" section of E-rate's "Document Retention Policy".
10. 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 #0790-FY2022A with this contract, an additional fee will be negotiated before any additional services are provided**.

**** Should the client cease services with Infinity and request document re-constriction for past years filings, there will be a charge for the time to re-create the document library. This charge will be assessed at the time of the request and will need to be paid prior to the release of the re-constructed documents.**

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TERM OF CONTRACT:

This Agreement is for a term of **3 years**, starting on **07/01/2021** with an expiration date of **June 30, 2024**.

Infinity's fee will be an annual flat rate fee of **$15,000.00**, for existing services Category One services.

* Existing services are for services currently being requested through the Erate program.

**Additional or new services may require and additional fee. This fee must be agreed to prior to billing.

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%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	$0.58/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

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Infinity Communications & Consulting, Inc.		**Jefferson School District**	
Signature	Date	Signature	Date
Martin Skiby	Chief Operating Officer		
Name	Title	Name	Title
P.O. Box 999, Bakersfield, Ca. 93302			
Address/City/Sate/Zip		Address/City/Sate/Zip	
82-0573429			
Federal Tax ID#		Federal Tax ID#	

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PROJECT ATTACHMENT #0790-FR

Master
Agreement No: 0790

SERVICES: ERATE FUNDING RESOLUTION

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our **Erate Fund Resolution**:

1. Application Management – Infinity will file the ***"Remaining"*** forms, as required by the Erate Program and the Service Provider, to have the unrecovered funds disbursed to the Client.
2. Administration of PIA Process – Infinity will, if necessary, assist the Client in responses to and the delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.
3. Service Provider Collections – Infinity will prepare the Service Provider's required forms ("Discount Grids") and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
4. Appeals – In the event Infinity determines that a previous application has been wrongfully denied, Infinity will prepare and submit the necessary "USAC Appeals." *

   *The cost to for Infinity to prepare, submit and provide Legal Services for all related "FCC Waiver Appeals" are **excluded** from our Services Fee. If an "FCC Waiver Appeal" is requested by the Client, then a proposal will be provided by Infinity to the Client, for approval, prior to proceeding.

CLIENT'S RESPONSIBILITIES

The Client's responsibilities, for the successful completion of our **Erate Fund Recovery Services**, shall include:

11. Appointing a representative to act on their behalf, with respect to this agreement and the subsequent projects, who has the authority to render decisions and approve Requests from Infinity, in a timely manner as not to cause unreasonable delay in the progress of Infinity's services.
12. Provide Infinity with reasonable access to the site, if applicable, to allow Infinity the ability to perform the work detailed in this agreement.
13. Add Infinity and assigned Erate Specialist to the Erate Productivity Center (EPC).
14. Provide Infinity all information pertaining to the status of your Erate application(s), required for the successful completion of the agreed service, within 10 days, after the receipt of a request from Infinity.
15. Provide a Letter of Authorization (LOA), authorizing Infinity, to act on the Client's behalf to file Erate forms and respond to the USAC's request for information.
16. Sign and certify the Erate forms required for the Client's application for funding, in a timely manner, as not to cause a failure to comply with the Erate Program's time sensitive deadlines.
17. Provide Infinity copies of all documents pertaining to an award of contract for each funding request, to comply with the Erate Program's "Document Retention Policy", including but not limited to: Bidding Documents, Evaluation of responses, Board Meeting Minutes, Copies of the winning bidder's response, Bidder's Item 21 Attachment Sheet, and Discount Grids.
18. Require the Service Provider, for the eligible services the Clients is entitled to receive California Teleconnect Fund (CTF) support, to invoice USAC by the SPI Method (Form 474).
19. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet. The SPRR shall include, by FRN(s), the total amount of funds associated with each reimbursement, and/or the total amount of discounts (in the form of discounted bills, checks, or credits) received from the Service Provider. The Client will provide Infinity a copy of the SPRR for compliance with the "Invoicing" section of the Erate "Document Retention Policy".
20. 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 5 years from the last date of service.

*** In the event, something unforeseen happens that is not covered under PROJECT ATTACHMENT #0790-FR with this contract, an additional fee will be negotiated before any additional services are provided**.

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TERM OF CONTRACT:

This Agreement has an expiration date of **June 30, 2022**.

Infinity's fee will be invoiced based on work completed at the hourly rates below.

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
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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%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	$0.58/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.		**Jefferson School District**	
	06/04/2021		
Signature	Date	Signature	Date
Martin Skiby	Chief Operating Officer		
Name	Title	Name	Title
P.O. Box 999, Bakersfield, Ca. 93302			
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