



**PROJECT ATTACHMENT #0440-19A
WILLOWS UNIFIED SCHOOL DISTRICT**

Master
Agreement No: 0440

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 E-rate Audits.



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 bidding 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 #0440-19A 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 **June 30, 2020**. This agreement may be extended for two (2) additional one (1) year terms with written acknowledgement from both parties.

Infinity's fee will be an annual flat rate fee of **\$5,000.00**, 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.



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:

Table with 2 columns: Job Title and Hourly Rate. Includes 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), and 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:

Table with 2 columns: Expense Category and Rate. Includes 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%), and 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.

Willows Unified School District

Signature: [Handwritten Signature] Date: 05/13/19
Name: Martin Skiby Title: Chief Operating Officer
Address/City/State/Zip: P.O. Box 999, Bakersfield, Ca. 93302
Federal Tax ID#: 82-0573429

Signature: _____ Date: _____
Name: _____ Title: _____
Address/City/State/Zip: _____
Federal Tax ID#: _____