



TULARE JT. UNION HIGH SCHOOL DISTRICT

**Special Meeting
of the
Board of Trustees**

January 6, 2022

Meeting of
January 6, 2022
FOR: RATIFICATION

TULARE JOINT UNION HIGH SCHOOL DISTRICT

TO: MEMBERS OF THE BOARD OF TRUSTEES

RATIFY: Infinity Communications Contract for 2021-2022 Category 2 Services

Background: The district has used Infinity Communications for Category 1 E-rate services for 12 years. This year, we need to file for Category 2 services to upgrade our district network switches.

Current Considerations: This is a contract for 2021-2022 school year e-rate category 2 RFP services.

Fiscal Implications: The consulting services are \$20,000 and e-rate is expected to provide over \$600,000 towards the network switch replacement project. The district portion of the project is expected to be less than \$200,000.

Tulare Joint Union High School District Board Priorities:

- **Improve Student Outcomes and Performance**
- **Manage Facilities and Student Growth**

Tulare Joint Union High School District LCAP Goals:

Goal 3: TJUHSD will maintain a positive learning environment where all students and parents feel welcomed, valued, safe and engaged in the academic success of our students.

Therefore, it is:

Recommended:

That the Board ratify the
Infinity Communications
Contract for 2021-2022
Category 2 Services.

SUBMITTED BY:
Dr. Lucy Van Seyoc
Superintendent

PREPARED BY: Mr. Donny Trimm, Director of Technology



**PROJECT ATTACHMENT # 0166-22C
TULARE JOINT UNION HIGH SCHOOL DISTRICT**

Client No: 0166

SERVICES: CATEGORY TWO RFP AND E-RATE APPLICATION MANAGEMENT SERVICES

INFINITY'S RESPONSIBILITIES:

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

Procurement Consulting:

1. Coordinate with the Client to determine the "Project Programming" requirements, including, overall project scope, project 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:

1. Develop a "Bidding Document" based on the Clients specific procurement programming requirements. Bidding Document provided by Infinity will include Bidders 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 Management:

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" (when required) and/or Form 470 publication language.
3. Publish the Request for Proposal on Infinity's "Projects" website.
4. Maintain a "Bidders List" and document library for each project.
5. Assist the District in the response to prospective bidder's pre-bid Request for Information (RFI). 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:

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 request, in the preparation of Program Auditor's requested documentation.
6. Provide the client with one (1) electronic 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:

1. System design, project engineering, drafting, and/or technical specification writing services.
2. On-site services, including but not limited to: Job-walks, site assessments, etc.
3. E-Rate Service Substitution requests.



Additional services requested to be performed by Infinity by the Client, 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'S RESPONSIBILITIES:

The Client's responsibilities, for the successful completion of this agreement, shall include:

1. Appointing 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 delays 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 Infinity with all "Design Documents" required for the successful completion of agreed service, including, but not limited to: scope of work for 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.
5. Grant Infinity permission and license to distribute the provided "Design Documents" to perform the work as described in this agreement.
6. Provide Infinity with all E-Rate "Supporting Documents" required for the successful completion of the agreed service, included, but not limited to: Approved Free and Reduced Lunch numbers, Budget Information, Copy of CIPA Compliance, Evaluation of Bid Responses, Board Meeting Minutes, Copy of Executed Agreements, etc.
7. Provide a Letter of Agency (LOA), authorizing Infinity to act on the Client's behalf to file E-Rate forms and response the USAC's Requests for Information.
8. 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.
9. Comply with all the Schools and Library 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 twenty-eight (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 "Evaluation of Bids" requirements, with the cost of E-Rate eligible goods and services as the highest weighted factor.
 - d. Award a contract to the successful bidder prior to submitting a request for funding (Form 471).
 - e. Maintain and update and "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".
10. Retain all document for each funding request related to the "Pre-Bidding Process," "Bidding Process," "Award of Contract(s)," "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 #0166-22C 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 **one (1) year**, with an expiration date of **June 30, 2022**.

Infinity's fee will be a one-time flat rate fee of **\$13,000.00** for Category Two RFP Management Services.

Infinity's fee will be a one-time flat rate fee of **\$7,000.00** 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.



Standard Hourly Rates Schedule

For additional works that is required outside the scope of work for 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:


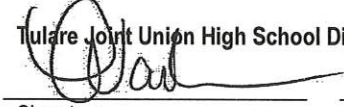
Principal	\$175.00/hour
Sr. Systems Designer	\$155.00/hour
Systems Designer	\$125.00/hour
CAD Operator	\$75.00/hour
Sr. Project Manager	\$155.00/hour
Project Manager	\$95.00/hour
Design Team Coordinator	\$75.00/hour
Support Staff	\$50.00/hour

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
Blueprint 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.		Tulare Joint Union High School District	
	December 9, 2021		12/20/21
Signature	Date	Signature	Date
Martin Skiby	Chief Operating Officer	Lucy Van Scyoc, Ed.D.	Superintendent
Name	Title	Name	Title
P.O. Box 999, Bakersfield, Ca. 93302		426 North Blackstone, Tulare, CA 93274	
Address/City/State/Zip		Address/City/State/Zip	
82-0573429		94-6002703	
Federal Tax ID#		Federal Tax ID#	