



**Modernize Classroom
Communication Infrastructure Project**

Prepared for the Bishop Unified School District Governing Board

Summary

A request of the Bishop Unified School District Governing Board to approve an overall concept to modernize classroom communication infrastructure, and a Design Services contract in the amount of \$16,500 to affect the following outcome:

To prepare classrooms with new and updated communication infrastructure to support current and future instructional technologies at the campuses of the Bishop Unified School District.

Two-Phase Proposal

Phase A - Design, Bid, and E-rate Funding Application Management Service

A Service Provided by *Infinity Communications and Consulting*

Total Phase A District cost [See Design contract attachment] \$16,500

**Phase B - Project and Administration
(Future estimate)**

Project Construction budget estimate \$293,000

District budget cost estimate after 80% discount \$58,600

Project Administration (Infinity consulting) \$16,500

Total Phase B District cost estimate \$75,100

Total Project estimate \$91,600



**Modernize Classroom
Communication Infrastructure Project**

Communication Infrastructure Background

Much of the Communication Infrastructure within Classrooms at the Bishop school campuses was installed during the 1990s. Moreover, additional infrastructure investments were made throughout the last 20 years to support the Communication infrastructure on school campuses, and in some cases within classrooms. These previous investments were during a time before ubiquitous Wi-Fi, SmartBoards, and other instructional technologies of today. These investments have well served the Bishop district students and teachers - and have prepared for the eventual Modernization of Classroom Communication Infrastructure.

A current look at modern and futuristic classrooms will show a variety of new technologies in place. To support these learning tools and communications systems, a modern Communication infrastructure is required.

Today, there is a cost-effective opportunity to Modernize the classroom infrastructure to support current and future classroom instructional technologies. With the use of funds available through the *Universal Service Program for Schools and Libraries*, a Federal E-rate program, the district may realize savings of up to 80% on associated costs.

The continued investment in Communication Infrastructure for Classrooms will ensure the support of a modern learning environment and future communication needs for the students and teachers of the Bishop Unified School District for years to come. Your support and approval for this project is requested.

Respectfully submitted,

Justin Norcross
Chief Technology Officer
Inyo County Office of Education



INFINITY COMMUNICATIONS & CONSULTING, INC.
MASTER AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0570

This Agreement for Professional Services ("Agreement") is entered as of this day, December 21, 2018, between **Infinity Communications & Consulting, Inc.** hereinafter referred to as "Infinity," and **Bishop Unified 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.



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.

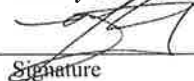
10. **MODIFICATION, ASSIGNMENT & ATTORNEY’S FEES**

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.

Bishop Unified School District



 Signature

 Martin Skiby
 Name

 P.O. Box 999, Bakersfield, Ca. 93302
 Address/City/Sate/Zip

 82-0573429
 Federal Tax ID#

 Signature

 Name

 Address/City/Sate/Zip

 Federal Tax ID#



PROJECT ATTACHMENT #0570-18C

Master Agreement No: 0570

SERVICES: ERATE CATEGORY TWO DESIGN SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Design Services:

Design Services – Infinity will perform the following tasks for our Design Services Fee, as required by the scope of the project(s):

Low Voltage Design Services – Infinity's Design Services Fee includes the following low voltage design tasks:

1. Perform a preliminary evaluation of the Client's provided programming requirements, project schedule, budget, and perform a pre-design site walk, to determine a proposed scope of work.
2. Provide Design Estimates for the proposed scope of work.
3. Coordinate the Project Design with the Client's Staff and Design/Construction Professionals, including (but not limited to); Facilities/Tech Department, Architect, Electrical Engineer, Construction Manager, etc.
4. Provide System specification(s) in the 2004 CSI Master Format.
5. Provide Drawings of floor plans, wall elevations, system single lines and installation details.
6. Review and comment on contractor issued Submittal and/or Shop Drawings.
7. Review and comment on post-bid Request for Information and/or Supplemental Instructions.
8. Review and comment on Client requested Price Request/Change Order(s).
9. Perform **One (1)** Final inspection and create Punch List items, per project.

Bid Management Services – Infinity's Design Services Fee includes the following bid management tasks:

10. Assist Client to determine a Procurement process (Formal Bid, Informal Bid, State Master Contract, etc.) that adheres to the Local/State rules and regulations.
11. Prepare "Bidding Documents" for distribution to prospective bidders. Documents include (but are not limited to); Bid Manual, General Conditions, Bid Forms, Specifications, Drawings, Addenda, etc.
12. Assist the Client in the preparation of a "Notice of Advertisement" for public works bid packages.
13. Distribute, in electronic form only, "Bidding Documents" to prospective bidders thru Infinity's "Projects" website.
14. Manage and Track the project "Bidding Documents" and "Prospective Bidder's List" thru Infinity's "Projects" website.
15. Perform **One (1)** Pre-Bid Job Walk/Bidder's Conference, per project.
16. Prepare and distribute project clarification(s) and addenda(s) to address questions from prospective bidders.
17. Organize and conduct opening of bid response(s). All bid openings will be conducted at Infinity's offices, unless otherwise directed by the Client.
18. Provide the Client with a non-bias evaluation of bid response(s) for the specified systems.
19. Prepare and administration of awarding contracts for construction.
20. Provide the Client with one (1) Electronic and one (1) Hardcopy copy of all pre-Form 471 "Bidding Documents", bid evaluations, and contracts.
21. 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 Erate program.

INFINITY

COMMUNICATIONS AND CONSULTING

Erate Application Management Services – Infinity’s Design Services Fee includes the following Erate application management tasks:

22. Coordinate with the Client’s Staff and Design/Construction Professionals to adhere to the Schools and Library’s Division (SLD) Erate program rules and regulations for funding requests.
23. Assist the Client to determine the funding request and filing strategy most appropriate to their needs.
24. Prepare and submit **One (1)** Form 470 for certification and approval.
25. Review and Comment on Client provided Item 21 Attachment Sheets and Executed Contracts.
26. Prepare and submit the Form 471(s) for certification and approval.
27. Monitor and inform the Client of the Form 471(s) Application Status.
28. Coordinate with the Client and Service provider to respond to Program Integrity Assurance (PIA) questions.
29. Prepare and submit the Form 486 for certification and approval.

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 *Attachment “B” 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, 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.
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 Erate forms and respond to the USAC’s request for information.
5. 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.
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/Erate Program procurement requirements, and bidding laws for all “new” requested services and contracts.
 - b. Conduct a non-bias bid evaluation, per the Erate 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/Erate 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 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, 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 (Erate Program). The Client will provide Infinity a copy of the EAR for compliance with the “Inventory” section of Erate’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 Erate’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 #0570-18C with this contract, an additional fee will be negotiated before any additional services are provided.**

TERM OF CONTRACT:

This agreement shall terminate upon filing of the Form 486.

Infinity's fee will be a one-time flat rate fee of **\$16,500.00**, for Category Two E-rate Design Services.

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

PAYMENT SCHEDULE: DESIGN SERVICES

DESIGN SERVICES:

Infinity will invoice the Client for completed and approved Design Services rendered under this Agreement in various phases as follows:

Project Planning Phase	Twenty Five percent (25%) of the Design Fee
RFP Development Phase	Fifty percent (50%) of the Design Fee
<u>Bidding Phase</u>	<u>Twenty Five percent (25%) of the Design Fee</u>
Total Compensation for Design Services:	One Hundred percent (100%) of the Design Fee

In the event a contract is not awarded to a bidder by the Client, Infinity will bill for the percentage of our fee equal to Infinity's completed portion of work and reimbursable expenses.

Project planning phase:

Billing for this phase occurs at the time of the project kickoff. This would happen after a meeting with the client to discuss the scope of the project and a project estimate has been presented and approved, along with the appropriate contract for services.

RFP Development Phase:

Billing for this phase occurs when the project is published for access to vendors. Exposure to these bid documents may happen on the Infinity website or the documents may be delivered to the client for them to distribute. At this point any necessary drawings and specifications have been completed and required contract documents have been prepared. This project is now "out for bid"

Bidding Phase:

Billing for this phase will occur when the bids are received and a contractor has been chosen to do the work. The amount billed will be the remaining balance of the design phase of the Infinity contract.

If there are no bids received, Infinity will then discuss the process for re-posting or soliciting bids for the client. Additional charges may apply for document changes or updates.



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.

Bishop Unified School District



 Signature

 Date
 12/21/18

 Date

 Name
 Martin Skiby

 Title
 Chief Operating Officer

 Title

 Name

 Address/City/Sate/Zip
 P.O. Box 999, Bakersfield, Ca. 93302

 Address/City/Sate/Zip

 Name

 Title

 Name

 Address/City/Sate/Zip

 Address/City/Sate/Zip
 82-0573429

 Address/City/Sate/Zip

 Federal Tax ID#

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 Signature

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PRELIMINARY DESIGN ESTIMATE

Project Name: Structured Cabling Upgrade
Project Number: 0570-18C1
Site(s) Name: District Wide
Project Contact: Barry Simpson

Dear Mr. Simpson,

Thank you for the opportunity to work with the Bishop USD to complete a successful Year 22 (2019-2020) Internal Connections E-rate project. Infinity submits the following Preliminary Design Estimate (PDE) for your review and approval. This estimate is a preliminary budget **only**. The intent of this document is to determine the scope of this Year 22 E-rate project and provide Infinity with an authorization to commence work. A brief description of each system is described in the "Project Scope of Work" section below.

Unlike previous years where E-rate would apply the District's discount against the full cost of communication systems, the funding model has completely changed starting the 2019-2020 funding year. Now, E-rate will allow a maximum pre-discount amount limited to \$156.23 per ADA over 5 years, less the District's E-rate discount percentage. The District is responsible to pay the difference between what E-rate pays and the actual cost of construction. Below we have shown the estimated cost of construction and what we believe E-rate will pay. We based the E-rate portion on an 80% discount rate and the number of students the District had last year. If the District's ADA has gone up or down, the E-rate reimbursement will go up or down accordingly.

Project Information

Project	Eligible	Ineligible	Total
Bishop HS	\$ 91,080.00	\$ 920.00	\$ 92,000.00
Elm Street ES	\$ 53,707.50	\$ 542.50	\$ 54,250.00
Pine Street ES	\$ 66,082.50	\$ 667.50	\$ 66,750.00
Home Street MS	\$ 73,012.50	\$ 737.50	\$ 73,750.00
Project Total (not including funding resources)	\$283,882.50	\$2,867.50	\$286,750.00

E-rate Funding Information

E-rate Funding Information for Project	
Total Funding Available from E-rate	\$234,785.38

Anticipated Customer Fees

E-rate Project Cost – Client Portion (Project Total Less Available E-rate Funding)	\$57,357.40
Infinity's Design Services Fee	\$16,500.00
Infinity's Project Administration Fee	\$16,500.00
Infinity's Estimated Reimbursable Expenses	TBD
Total Cost to Client	\$90,357.40

1/4/2019

Project Scope of Work

Structured Cabling

This budget includes horizontal cabling to each classroom, (5) per classroom. No other locations have been accounted of at this time. Included in each data location are: cables, jacks, faceplates, etc...

In addition to the previously mentioned, this budget includes the replacement of all IDF cabinets in the District. This quantity may be reduced based upon the design walk-through.

Further investigation may determine that a conduit infrastructure is necessary.

PDE Caveats

1. This estimate is a preliminary budget only. Full engineering of each system has not been performed. Investigation of the Client's existing site and/or equipment may have a significant effect on the pricing of the project.
2. The Estimate prices given are based on a fair and competitive bid environment. A reduced number of Contractor responses will have an effect on the Price of the project.
3. Materials pricing fluctuations and may have an effect on the Price of this project.
4. Timing of the E-rate project being put out to bid may have a significant effect on the pricing of the project.
5. E-rate eligibility is an estimate only, pending the SLD's review of the submitted project. Additional costs to the owner may occur as a result of the SLD's PIA process. It is not the responsibility of Infinity Communications or the winning contractor to pay/absorb this change in eligibility.

PDE Exclusions

1. The PDE excludes any/all additional Electrical outlet that may be required for the New Equipment Locations: IDF, MDF and Servers.
2. The PDE excludes any/all temperature control equipment. Industry and Equipment Manufactures suggest that electronic components be kept in a dust free, temperature controlled (68° - 72°) environment.
3. The PDE excludes any/all extended maintenance and and/or service packages unless otherwise specified.

Authorization to Begin Design

Upon the returned signature of the PDE Infinity will begin the design of the projects and their associated scopes of work.

Signature

Date

Title

Print Name

1/4/2019

ATTACHMENT

School Site	Original Budget	Previous Projects	Total Project Amount (E-rate Eligible)	Remaining E-Rate Budget	Difference Between Project Amount and Remaining Budget	Ineligible Costs	District Responsibility After E-Rate
Bishop HS	88,427.28	0.00	91,080.00	88,427.28	2,652.72	920.00	21,258.18
Elm Street ES	64,836.26	0.00	53,707.50	64,836.26	0.00	542.50	11,284.00
Pine Street ES	66,867.28	0.00	66,082.50	66,867.28	0.00	667.50	13,256.18
Home Street MS	73,272.79	0.00	73,012.50	73,272.79	0.00	737.50	15,131.77
			283,882.50			2,867.50	61,975.19

Total Project Cost 286,750.00
 Infinity Contracts \$16,500.00
 District Responsibility After E-Rate \$61,975.19
Total Cost to District \$78,475.19

