



**PROJECT ATTACHMENT # 0071-25C.1  
SAN JOSE UNIFIED SCHOOL DISTRICT**

Client No: 0071

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

**INFINITY'S RESPONSIBILITIES:**

Infinity shall perform the following tasks for our Category Two RFP

**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 requested, 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, who 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, so 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 documents 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 #0071-25C.1 with this contract, an additional fee will be negotiated before any additional services are provided.**

**TERM OF CONTRACT:**

The term of this agreement shall commence on **November 22, 2024**, with an expiration date of **June 30, 2025**.

Infinity's fee will be a one-time flat rate fee of **\$26,500.00** for Category Two RFP Management Services.

Infinity's fee will be a one-time flat rate fee of **\$8,500.00** 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.



**Standard Hourly Rates Schedule**

For additional work 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 and Compliance, Inc.**

**San Jose Unified School District**

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date  
 10/21/2024  
 \_\_\_\_\_  
 Name  
 Christian Baker  
 \_\_\_\_\_  
 Title  
 Chief Operations Officer  
 \_\_\_\_\_  
 Address/City/State/Zip  
 P.O. Box 999, Bakersfield, Ca. 93302  
 \_\_\_\_\_  
 Federal Tax ID#  
 99-4115379  
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\_\_\_\_\_  
 Signature  
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 Date  
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 Name  
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 Title  
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 Address/City/State/Zip  
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 Federal Tax ID#  
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San José  
Unified  
School District

**CERTIFICATION TO BE COMPLETED BY CONTRACTOR**

**THE UNDERSIGNED EXECUTES THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:**

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: (Certificate staff name), (Title), (School)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal Initials: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

**Tuberculosis Certification.** The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

**CERTIFICATION TO BE COMPLETED BY CONTRACTOR**

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**Lobbyist Certification.** The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") or are not performing Services hereunder that would require registering as a Lobbyist.
  - Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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**Conflict of Interest Certification.** The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
  - Contractor and/or Contractor parties have read and understand the District's Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

**CERTIFICATION TO BE COMPLETED BY CONTRACTOR**

Date:

Contractor:

Signature:

Name:

Title: