

WILLOWS UNIFIED SCHOOL DISTRICT
Office of the Superintendent

Date: November 6, 2014

Request For Placement on Board Agenda:

**AGENDA TOPIC: Approve contract with Infinity
 Communications and Consulting for
 E-RATE Consulting Services**

PRESENTER: Debby Beymer, Director of Business Services

Information:

Major changes in the E-Rate program and the way schools will be funded in the future have prompted a need to change consulting providers.

Roberto Herniman, Director of Technology for the Glenn County Office of Education recommends Infinity Communications and Consulting (ICC) based upon his experience with the company and the vast experience ICC has since the inception of the E-Rate program (see company profile and testimonials attached).

ICC will provide individualized service to determine the needs of Willows Unified School District to enhance our opportunities and secure additional approvals. ICC provides the standard E-Rate application services offered under our current provider and additional critical services as outlined on Attachment "A" of the Agreement.

Recommendation:

The administration requests that the board approve the proposal from Infinity Communications and Consulting in the amount of \$9,450.00.



COMMUNICATIONS AND CONSULTING

AGREEMENT FOR PROFESSIONAL SERVICES

Client No: 0440

This Agreement for Professional Services ("Agreement") is entered into as of this day, October 21, 2014, between Infinity Communications & Consulting, Inc. hereinafter referred to as "Infinity," and Willows 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 for the term of this Agreement. Infinity's responsibilities and determination of reimbursable costs for said Services are set forth in the following attachments, which are made a part of this Agreement:

- a) Attachment "A" titled "*Scope of Work*"
- b) Attachment "B" titled "*Compensation and Reimbursable Expenses Schedule*"

2. BASIS OF COMPENSATION

Infinity shall bill Client's services as the rate(s) set forth in Attachment B titled "*Compensation and Reimbursable Expenses Schedule*". The Client will render payment to Infinity upon receipt of invoice(s).

3. SCOPE OF WORK

The scope of Infinity's responsibilities for this agreement are defined in the *Attachment A titled Scope of Work*.

4. TERM AND TERMINATION OF SERVICE

Infinity services are provided on a term commitment basis as specified in Attachment B titled "*Compensation and Reimbursable Expenses Schedule*". The term commences on the contract executed date. The Client agrees that unless terminated by written notice to Infinity within Thirty (30) days following the end of the term specified in Attachment B, this agreement will automatically renew on an annual basis.

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.

5. CLIENT'S RESPONSIBILITY

The Client agrees to comply with the responsibilities as specified in Attachment A to ensure the successful completion of services covered in this Agreement.

6. 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.

7. 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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8. 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, E-rate 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.

9. 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.

10. 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.

11. 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.

Willows Unified School District


Signature

October 21, 2014
Date

Signature

November 6, 2014
Date

Cherese Grell
Name

General Manager
Title

Mort Geivett
Name

Superintendent
Title

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

823 W. Laurel St. Willows, CA 95988
Address/City/State/Zip

82-0573429
Federal Tax ID#



COMMUNICATIONS AND CONSULTING

ATTACHMENT "A" – SCOPE OF WORK

Agreement No: 0440 -14A

SERVICES: PRIORITY ONE E-RATE CONSULTING SERVICES

INFINITY'S RESPONSIBILITIES

Infinity shall perform the following tasks for our Priority 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 Priority 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 Priority 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 5 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.



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CLIENT'S RESPONSIBILITIES

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

- 1. Appointing a representative to act on their behalf...
2. Provide Infinity with reasonable access to the site...
3. Provide Infinity all information, required for the successful completion...
4. Provide a Letter of Authorization (LOA)...
5. Sign and certify the E-rate forms...
6. For New Contracted Services or Month to Month Services, only...
7. Require the Service Provider...
8. Maintain and update an "Equipment Asset Register" (EAR)...
9. Maintain and update a "Service Provider Reimbursement Reconciliation" (SPRR) spread sheet...
10. Retain documents, for each funding request...

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]

October 21, 2014

Date

Signature [Handwritten Signature]

November 6, 2014

Date

Cherese Grell

Name

General Manager

Title

Mort Geivett

Name

Superintendent

Title

P.O. Box 999, Bakersfield, Ca. 93302

Address/City/Sate/Zip

823 W. Laurel St. Willows, CA 95988

Address/City/Sate/Zip

82-0573429

Federal Tax ID#



COMMUNICATIONS AND CONSULTING

ATTACHMENT "B" - COMPENSATION AND REIMBURSABLE EXPENSES SCHEDULE

Agreement No: 0440 -14A

TERM OF CONTRACT:

This Agreement is for a term of 3 years, with an expiration date of June 30, 2017.

BASIS OF COMPENSATION: PRIORITY ONE E-RATE CONSULTING SERVICES

Infinity's fee will be an annual flat rate fee of \$9,450.00. Infinity's Services Fee includes our Priority One E-rate Consulting Services for all existing categories of services.

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	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$58.00/hour
Sr. Construction Manager	\$125.00/hour
Construction Manager	\$95.00/hour
Contracts Administrator	\$61.00/hour
Erate Consultant	\$140.00/hour
Erate Specialist, III	\$90.00/hour
Erate Specialist, II	\$72.00/hour
Erate Specialist, I	\$51.00/hour
Support Staff	\$48.00/hour

INFINITY


COMMUNICATIONS AND CONSULTING

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)	\$0.565/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.

<p>Infinity Communications & Consulting, Inc.</p> <p> <u>Signature</u></p> <p><u>October 21, 2014</u> Date</p> <p><u>Cherese Grell</u> Name</p> <p><u>P.O. Box 999, Bakersfield, Ca. 93302</u> Address/City/Sate/Zip</p> <p><u>82-0573429</u> Federal Tax ID#</p>	<p>Willows Unified School District</p> <p><u>November 6, 2014</u> Date</p> <p><u>Mort Geivett</u> Name</p> <p><u>Superintendent</u> Title</p> <p><u>823 W. Laurel St. Willows, CA 95988</u> Address/City/Sate/Zip</p>
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PROPOSAL:

**E-RATE CONSULTANT SERVICES (Category 1)
ONLY**

SUBMITTED TO:

Debby Beymer - Director of Business Services

**Willows Unified School District
823 West Laurel Street
Willows, CA 9598**

**Infinity Communications will present to any district group, including the
Board of Education upon request.**

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 - Includes fee & Signature Page

OPTIONAL SERVICES NOT INCLUDED WITH QUOTE

- **FUNDING RECOVER; SCOPE OF WORK – CATEGORY ONE** page 16
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Request for Proposal for E-Rate Consulting Services

EXECUTIVE SUMMARY

Debby Beymer - Director of Business Services
Willows Unified School District
823 West Laurel Street
Willows, CA 9598

Ms. Beymer –

While we will provide all of the information we discussed during our brief phone conversation, I did want to state up front, that all of the services we discussed are included in any of our proposals. All of the services we discussed are part of our normal service offering and any of the reference sites we have listed can attest to the fact that we offer these services. If needed, we can supply hundreds of pages of supporting documents at your request.

I would like to thank you for the opportunity to serve the staff and students within Willows Unified School District. The staff and management of Infinity have been directly involved in Erate since it's inception in 1998. From 1998 – 2003 Infinity staff worked for an Erate Service Provider in California that provided voice, video, and data services to approximately 250+ school districts in California. In 2003, we left the low voltage contracting world to begin our Erate consulting and Technology Design business.

Since 2003, our firm has grown to a staff of twenty-two (22) dedicated professionals that serve 250+ clients including Public and Private School Districts, Individual Schools, Consortiums, Libraries, one Statewide Consortium, and several County Office's of Education. Currently we serve clients in California, Arizona, Idaho, and American Samoa.

Infinity participates in many statewide organizations including CETPA, CASBO, CASH, SSDA, CCFC, and ASCA. At many of these annual or regional conferences, we often present seminars as well. Fred Brakeman (President/CEO of Infinity) is a regular CETPA DataBus magazine contributor writing on Erate, CTF, Purchasing, and Technology matters. Fred also serves on the California Department of Education's Erate training taskforce and have done so since 2002.

To date Infinity has secured over \$637 million dollars in funding for our Clients by providing the following professional services; Erate/CTF Application Management, Audit Assistance, Tech Plan Development, Erate Funding Recovery, Low Voltage Systems Design, RFP/Bid Management, Project Administration, and Inspection Services. This past year alone, Infinity filed \$87 million + dollars in Erate funding on behalf of our clients.

Along with filing for funding we spend a great deal of time making sure the Districts we represent actually get the funding that's been applied for. That is what sets Infinity apart from other consultants; we have very high utilization rates and are dedicated to following our clients all the way through the entire Erate process, not just file Erate forms.

We would welcome the opportunity to keep Willows Unified School District as one of our satisfied customers!

Attached to this cover letter is some additional information we believe will be helpful in evaluating the services we offer.

Infinity's normal services we offer to our Erate clients tends to be more extensive than what Willows Unified School District has received from other erate consulting companies. Since each project merits individual pricing and we don't know what additional Infinity Willows Unified School District may want to look at over and above the base service offering, we would be more than happy to supply a quote for the additional services once we know which additional Infinity services are needed by Willows Unified School District.

We would be honored to meet with the evaluation committee if they have questions or need additional information.

Sincerely,



Al Rossi
Business Development Manager, II
Infinity Communication and Consulting
P.O. BOX 6069
Bakersfield, CA 93386
Phone: 661-376-0150
arossi@infinitycomm.com

COMPANY PROFILE

In this section of the response, we would like to point out some of our experience and explain why Infinity has been so successful over the past ten years.

The staff and management of Infinity have been directly involved in Erate since its inception in 1998. From 1998 – 2002 Infinity's management team worked for a Service Provider in Central California that provided voice, video, and data services to approximately 250+ school districts. In this capacity we also managed a statewide initiative funded by the CDE called Project GoldenNet that provided higher bandwidth connectivity and internal connections projects between the CDE and many COE's and also between COE's and many District Offices throughout California. In 2003, we left the contracting world and started Infinity that provides Erate/CTF Consulting Services, Technology Design Services, and Low-Voltage Construction Management and Inspection services primarily to the K-12 educational community.

In 2002, The California Department of Education formed a volunteer group called the CDE Erate/CTF Training Committee whose stated objective was to provide Erate/CTF training to both public and private school and libraries in California. Since its inception, we have volunteered our services to participate in this group and continue to do so each year. Furthermore, Infinity staff has never missed a USAC training event held on the West Coast and Infinity management have been called back to Washington DC by USAC to consult on a variety of Erate related issues.

Infinity staff also works quite closely with CDE staff when there is an issue or problem with an Erate client where we have identified that CDE assistance will be helpful to mitigate an Erate problem. Oftentimes, these issues revolve around statewide bidding matters or contracts that CDE can intercede on our behalf and provide valuable assistance. We assume there will be instances in the future where this CDE assistance will be needed on future Capistrano Unified School District related matters and will continue to rely on this resource when it is warranted.

Infinity is a founding member of the Erate Management Professional's Association (E-mpa) whose charter is to act as a resource on Erate compliance issues to the FCC and SLD and also to set standards of conduct for Erate consulting firms. Fred Brakeman serves as the President of the Board of Directors of E-mpa and holds an E-mpa Certified Erate Management Professional designation and several other Infinity staff members are currently preparing and studying for this rigorous exam.

Our Technology Design Department serves our K-12 constituents in a variety of ways. Many of our school districts contract with our firm to design and put out to bid low-voltage systems and district-wide high-speed data networks. We manage the entire process developing the design criteria, developing the RFP/s/Public Bids, managing the bidding process, evaluating bids, and if necessary coming back after the bids are awarded and providing low-voltage construction management and inspection services. We also work for some of the largest Architects specializing in school construction in the state of California working on their design teams.

EXPERIENCE/REFERENCES/LETTERS OF RECOMMENDATION

In 2011, Microsoft contacted the California Educational Technology Professional's Association (CETPA) to see if they were interested in being the lead agency to sponsor a statewide contract to supply Microsoft products to California schools at a greatly reduced cost than what they were currently paying for these services. CETPA, in turn, contacted Infinity and asked if we would coordinate the development of the RFP and procurement process needed to put this statewide piggyback contract out to bid to Microsoft authorized Large Area Network resellers. Infinity staff was involved in the original procurement planning, RFP development bid response evaluations, and contract negotiations. Ultimately, this process then was made available to California schools as a piggyback contract through the Wasco Union Elementary School District. California schools are now saving approximately 50% on their Microsoft services.

While many of our clients do their own procurement when new Erate services are needed, others have Infinity develop the RFP, post the RFP on our website so we can track all participants, and then do initial evaluations of bid responses and report our findings to district staff for their review and ultimate approval. Since more than 400+ Service Providers follow our website regularly, this increased level of participate tends to significantly drive the cost of these services down because of increased competition.

Infinity staff has been involved in 15+ BearingPoint audits and has been involved in and/or currently in the process of dozens of attestation examinations or BCAP audits. As of this date, none of these audits have required that any monies have had to be repaid to USAC. In each of these audits, we have worked with the Applicant to (1) determine a strategy on who within our respective organizations will be a part of the audit team, (2) manage the flow of information, and (3) communicate and respond to the auditor's questions. Having been involved in so many Erate audits, we have gained an in depth knowledge of the Erate process. In turn, we are better prepared to (1) advise our clients on how to better manage their Erate processes, (2) understand Erate rules, and (3) eliminate the possibility of having to give back monies after being audited. Additional information can be supplied if requested about this matter.

Since we are always being hired to take over for others who have filed Erate projects, it is not unusual that Infinity staff has had to file many SLD appeals or FCC Request for Waivers each year and have had a high success rate in winning appeals. Most appeals are filed by Infinity staff. All FCC Request's for Waivers and some SLD appeals go through our FCC attorney.

Normally, when we start working with a new client, we identify and find missing CTF and Erate discounts. In Willows Unified School District case, we know we could almost immediately start working with the District's Erate Service Providers. We would work with the Willows Unified School District staff to ensure that all existing circuits and lines are receiving their discounts and establish processes to ensure that all new lines and circuits get their discounts. Many times, in the first year of a new relationship, our fees have been more than offset by finding missing CTF and/or Erate discounts. (See optional "Funding Recovery"; page 19.)

We will work with Willows Unified School District to also verify and make sure that all existing services that are eligible for Erate and CTF are applied for. With the limited information available to Infinity on the internet, it is difficult to verify that all Willows Unified School District services such as telephone lines, data circuits, long-distance, ISP, cell phones are being applied for.

We are very proud to state that more than 90% of our original clients that signed on with us in 2003 continue to be Infinity clients today. Once a client starts with Infinity, they almost never leave. Our relationship with American Samoa has been especially rewarding and successful. Because of a series of unfortunate events, their funding had been held up for Years 2006, 2007, and 2008. Infinity interceded and was able to get all of these funds released so Service Providers could start billing USAC. We also have had to intercede and file a FCC Request for Waiver on a past project and are quite confident in our chances of winning our waiver.

Terms and Conditions

Recently, Infinity has been hired by Long Beach Unified School District to manage their upcoming \$30 million Category 2 Internal Connections project. Infinity staff is working with district procurement and technical staff to put these projects out to bid and then will file Erate forms, work with PIA to get these projects funded, and then work with the district's construction management firm to coordinate all Service Provider issues to get all services installed and then Erate discounts received.

Just like many other federal or state programs, we find the only thing constant about Erate and CTF is that it is constantly changing. Not that the rules change that much but how the regulators and administrators of the programs interpret the rules. We believe we are masters at "reading the tea leaves" and providing good guidance and valuable assistance to our clients. We believe we can provide the same level of assistance to Willows Unified School District and would welcome the opportunity to do so.

REFERENCES



Long Beach Unified School District

Long Beach Unified School District educates 88,000 students in ninety-three public schools in the cities of Long Beach, Lakewood, Signal Hill, and Avalon on Catalina Island. The District is the third largest in California.

Description of Project(s):

The Long Beach Unified School District (LBUSD) Facilities Measure K Bond Program selected Infinity to consultant, collect, analyze, interpret, and make recommendations for and file all necessary data and documentation on behalf of the LBUSD Measure K Bond Program for E-Rate Funding Year 2013 in tandem with construction projects. The LBUSD Measure K Bond Program will participate in the Federal Universal Service Administration Company (USAC) program for the E-Rate process, offered by the Federal Communications Commission's (FCC), via the Schools and Libraries Division (SLD).

Projects under consideration include:

- Wireless deployment at elementary and middle schools
- Edge switch replacement at elementary and middle schools
- Telephone replacement with VoIP and/or VoIP-hybrid systems at elementary and middle schools
- New construction project at middle school

Contact: Valerie Jenkins
Title: Measure K Administrator
Contact Info: 1515 Hughes Way, Long Beach CA, 90810
(916) 812-9660



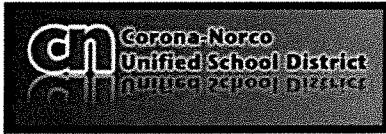
Lemon Grove Elementary School District

The Lemon Grove Elementary School District contains 8 Schools

Description of Project(s):

In 2009 Infinity was hired to provide Erate Consulting Services, and continues to serve the District today. Infinity has written RFP's for the Districts' Category 1 services including telecommunications circuits and high-speed data circuits. We are also working with Lemon Grove currently on the design and Erate funding for the new STEM school and NOC.

Contact: Ernest Anastos
Title: Superintendent
Contact Info: 8025 Lincoln Avenue Lemon Grove, CA 91945-2515
(619) 825-5656



Corona-Norco Unified School District
The District serves more than 38 schools

Description of Project(s):

In 2009 Infinity was hired to provide Erate Consulting Services, and continues to serve the District today. Infinity filed all their Erate forms, works with PIA, and is currently working with their Service Providers to ensure that they get all of their discounts.

Contact: Troy Shaddox
Title: Information Technology Supervisor
Contact Info: 2820 Clark Avenue Norco, Ca 92860
(951) 736-5190



San Jose Unified School District

The San Jose Unified School District provided services to 54 school sites and requests approximately \$2,000,000 in Erate discounts each year.

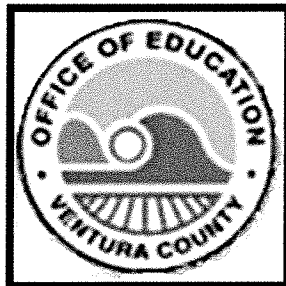
Description of Project(s):

Infinity has represented San Jose Unified School District since 2005. Infinity works with district staff each year to determine scope of work, files all their Erate forms, writes RFP's for Category 1 services, works with PIA, and works with Service Providers to make sure all Erate discounts are received. Infinity has participated in a BearingPoint audit in 2006 and a Beneficial Audit in 2008. Both audits went smoothly with no negative findings.

Contact: Mitzi Macon
Title: Director of Technology
Phone: (951) 736-5190

Ventura County Office of Education

Ventura County's Office of education provides services to 21 public school districts with a K-12 student population that currently exceeds 140,000.



Description of Project(s):

Infinity has represented Ventura County Office of Education since 2007. Along with filing for all of VCOE's Category 1 services, we have also advised them on best practices on how to better communicate with their member school districts new bandwidth requirements and services they offer to get onto CENIC.

Contact: Steve Carr
Title: Executive Director of Technology Services
5189 Verdugo Way Camarillo, Ca 93012
(805) 383-1966

LETTERS OF RECOMMENDATION



April 25, 2012

ADMINISTRATION

DONNA ALONZO VAUGHAN, Ph.D.
Superintendent

GERALD STRATTON
Assistant Superintendent
Business Services

JUVENAL LUZA, Ph.D.
Assistant Superintendent
Educational Services

MARY PRITCHARD
Director, Bilingual-Migrant-Early
Childhood Education Services

PAT WELSHAM
Director, Personnel Services

TERRY RYAN
Director, Maintenance, Operations,
Transportation & Food Services

TOM CRANSON
Director, Pupil Personnel Services
& Special Education

BOARD OF EDUCATION

MICHAEL HARRIS

NATHAN LARSON

ROBERT FOSTER HOFFMAN

DANIEL LEE

GERNARD CARLOS

840 South Main Street
Salinas CA 93901
Phone (831) 753-5600
Fax (831) 753-5610

This letter is intended acknowledge the high level of satisfaction the Salinas City Elementary School District (District) has experienced with Infinity Communications & Consulting, Inc. (Infinity) since our administration's original recommendation for retaining their services and subsequently receiving Board of Trustee approval in January of 2006.

Over the ensuing 6 years, the District has had the benefit of receiving services that consistently not only met our needs, but also exceeded our expectations. Infinity has proven to the District, through their technical and regulatory expertise and administrative organization that our needs are met and our success in securing the highest level of e-rate funding is assured. While the tangible elements of receiving the federal and state funds is our short term annual goal, the District's relationship with Infinity has grown over the years to include big picture long term network-based infrastructure planning that has been developed due to Infinity's core value commitment to customer satisfaction.

To ensure that potential future client districts understand the level of program service we have consistently received, I will take this opportunity to list examples. Infinity:

- Gathers all District data necessary to comply with USAC/SLD application requirements and meets filing deadlines for all eligible P1 and P2 services;
- Designs projects and manages construction that leverages District bond funds and E-rate funding for low voltage cabling and LAN systems;
- Works with District staff to optimize procurement methods for each P1 and P2 project;
- Manages the bidding process for multiple P1 and P2 projects each year;
- Leads the District proactively at various Selective Reviews, Attestation Audits, and other USAC reviews
- Oversees District P-1 programs to ensure our E-rate Service Providers are actually providing all E-rate discounts to the district
- Manages District P2 E-rate Service Providers to ensure Service Substitutions and Service Certifications are completed to meet our District's constantly changing project needs and USAC/SLD program requirements.

In closing, I am representing that Infinity Communication & Consulting, Inc. has provided our District with value-added services that have exceeded our expectations. Please contact me (831-753-5694) if you have any questions regarding this correspondence.

Sincerely,

Terry Ryan

BAKERSFIELD CITY SCHOOL DISTRICT

John Deaton
Director
Information Technology
jdeaton@bcsd.com

EDUCATION CENTER, 1300 JAKER STREET
BAKERSFIELD, CALIFORNIA 93305-4399
PHONE: (861) 631-4446
FAX: (861) 631-4632



April 25, 2012

To Whom It May Concern:

It is my pleasure to write this letter of recommendation for Infinity Communications, Inc. Infinity has been working with our district for several years providing extensive support and expertise in our efforts to secure E-rate funding for priority 1 and 2 projects. They have been very instrumental in making sure that we apply for all services that are E-rate eligible and follow through the process by ensuring our E-rate Service Providers actually supply promised products/services with expected E-rate discounts.

Infinity has recently helped us with several large scale projects involving our 41 school district. They helped us successfully design, bid, award and file E-rate form 471's for a district wide POE network upgrade, a new VOIP phone system for the district and structured cabling and classroom A/V for two new schools that we will be building in the near future. They will also be providing low voltage construction management for the construction of our two new schools. As you can imagine, the bidding process was challenging due to the size and scale of our projects. Infinity's team handled the challenge extremely well in managing the bidding process, evaluating proposals and ensuring that awarded contracts were E-rate compliant. Speaking of Infinity's team, they have extensive expertise in low voltage design and construction management, utilizing procurement vehicles and negotiating favorable contractual agreements and they handle all aspects of the E-rate process very well (from filing Form 470/471's through PIA and project implementation).

We have been very impressed and satisfied with Infinity's efforts to support our district. We highly recommend them to any district seeking E-rate consulting and/or design/construction management services. If you would like to further discuss their qualifications and our experience in working with them, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "John Deaton".

John Deaton
Director of Information Technology

The Infinity staff works as a team. Each client is assigned a Business Development Manager and Erate Specialist. Al Rossi, Business Development Manager-II of Infinity will be the lead person on this project. Erate Specialists will file Erate forms, manage the PIA process, handle communications with USAC, and take care of CTF and Erate billing matters. If technology design services are needed or required, Sean Harrington will lead that team. Fred Brakeman, President/CEO of Infinity would handle USAC and FCC appeals & audit assistance should this assistance be required or needed.

FRED BRAKEMAN

INFINITY ROLE

PRINCIPAL/ERATE CONSULTANT, Main Branch, Bakersfield CA

Provide clients with technology planning and Erate consulting services. Assist Infinity's Erate Specialists and Account Managers in matters of Erate compliance. Prepare and manage USAC and FCC appeal process. Provide clients with Erate audit assistance.

Assist Infinity clients with Erate Consulting and Technology planning by drawing on his personal experiences as a CDE Erate Trainer and former Systems Integrator.

PROFESSIONAL EXPERIENCE

Vice President – Sales and Engineering, Serban Sound and Communications

1987 - 2002

- Management of Day to Day operations for Sales and Engineering department for Low Voltage System Integrator.
- Responsible to evaluate and implement emerging new technologies for the K12 vertical market
- Development of Erate contracting, service provider billing and systems installation policies beginning with Erate's inception in 1998.
- Management of 10 million dollar statewide "Golden Net" initiative through the California Department of Education. Including Needs Assessment, Technology Design/Engineering, Construction Management and Inspection Services.

EDUCATION:

Chabot College, Hayward CA.

A.A. Degree,

California State University, Fresno, Fresno, Ca.

CERTIFICATION:

Erate/CTF Training Committee, Founding Member, California Department of Education

Registered Communication Distribution Designer (RCDD), BICSI Credential

Erate Management Professional's Association – Founding Member

Member, Construction Specifications Institute – CSI

Certified Erate Management Professional – E-mpa

AL ROSSI

INFINITY ROLE

BUSINESS DEVELOPMENT MANAGER II, Northern & Southern California

Provide customer management to achieve our client's successful Erate filing and funding on an annual basis. Provide support for design services for technology upgrades or enhancements as well as implement. Advise clients on decisions with regard the Erate process, program features and technology concerns. Provide information on emerging changes in the Erate program.

Assist Infinity clients with questions and concerns relating to technology in the classroom and district wide. Drawing from his 39 years of personal experiences working on and around school sites, Al not only has in depth knowledge of technology, but how to use it to enhance instruction, engage students, eventually resulting in improved test scores and students preparation for the workforce.

PROFESSIONAL EXPERIENCE

**MY BIG CAMPUS OUTREACH DIRECTOR
LIGHTSPEED SYSTEMS**

2012 – 2013

- Coordinate MBC sales and marketing efforts for developing new business directed primarily at curriculum-related conferences and events.
- Identifying and make contact with state-level department of educations to discuss eLearning
- Assist the sales department in providing highly qualified sales leads.
- Assist with the coordination of internal and external resources to support events, conferences, presentations, webinars, existing customers and prospects specifically in support of blended, eLearning environment.

**REGIONAL SALES MANAGER
LIGHTSPEED SYSTEMS**

2003 – 2012

- Management / Administrative
- Recruitment, training, management of business partners.
- Development, implementation, evaluation of sales & marketing plan for region.
- Development strategic business partners within the territory
- Coordination with other divisions within company as required ensuring successful completion of sales cycle, customer support & satisfaction, product evaluation by prospects, and related functions.

**GENERAL MANAGER - WESTERN REGION
KAPLAN K12 LEARNING SERVICES**

1999 – 2003

- Develop relationships with key education and government decision-makers with influence in Western United States including city/state-level education personnel and large district superintendents.
- Identify and develop revenue opportunities through analysis of city and state grants, legislation, RFPs et al. related to K12 education as how they relate to Kaplan K12 products and services.
- Supervise and support K12 sales representatives and coordinators. Total staff responsibility of 18.
- Identify and develop partnership opportunities with for-profit and not-for-profit organizations.
- Ensure 100% client satisfaction among all institutional clients and host schools.
- Conducted workshops and presentations at CUE, Inc., International Reading Association, California Reading Association, Kern Reading Association, California State Department of Education, Hawaii State Department of Education, and a variety of county offices of education and district offices

EDUCATION:

California State University, Northridge, Art Education
Pierce College, Woodland Hills, CA Art Education

LISTED BELOW ARE THE SERVICES WE COULD PROVIDE TO

WILLOWS UNIFIED SCHOOL DISTRICT:

SCOPE OF WORK – CATEGORY ONE SERVICES

Infinity's Category One Service includes four components; Erate Consulting, Application Management, Audit Assistance and Prior Year Funding Recovery. Infinity will perform the following scope of work for our Category One Services fee.

A. Erate 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 Erate Funding issues. Client will provide Infinity with a minimum of 72 hrs notice of a request for onsite service.
2. Program Updates – Infinity will update the Client on changes in the Erate 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.

B. Erate Application Management

1. Needs Assessment and Strategic Planning – Infinity will assist the Client to determine a Filing Strategy that best meets the District's needs to maximize the District's Erate 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 Erate 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 prepare the Service Provider 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 progress status on applications, reviews, and modifications, for the Client's open funding requests.

C. 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 Client's Local/State and the Erate Program's procurement requirements.
2. RFP Tracking – Infinity will distribute and track, in electronic form only, "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 Erate Program's requirements for the "Evaluation of Bids", and provide the Client with recommendations for 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.

SPECIAL PROCUREMENT NOTE:

Unlike most, if not all of our competitors, Infinity includes in our Erate consulting scope of work, Priority One Telecom RFP and bidding management. This service includes writing of RFP's for telephone lines, data circuits (wired and wireless), webhosting, ISP, long distance, cell phones, netbooks and Managed VoIP services. We also manage the bidding phase of the project including putting the district's RFP(s) on our projects website, assist in the evaluation of bids, and provide contract negotiations if we are asked to do so. During the course of our three year contract, several of your larger telecom services will need to go out to bid and our yearly services includes doing these projects.

D. Audit Assistance

1. Document Retention – Infinity will maintain a copy of the documents required for Erate 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 5 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.

BASIS OF COMPENSATION

Category One Full Services

1. 3-year annual contract. (Contract can be terminated 'without cause' by either party.)
2. Infinity's Category One Services fee on a three-year annual agreement are offered at a flat rate annual fee. **\$9,450.00.**
3. Our fee will be billed at the time of the Form 471 filing.

AUTHORIZATION TO BEGIN SERVICE & CREATE CONTRACT FOR CATEGORY ONE SERVICES

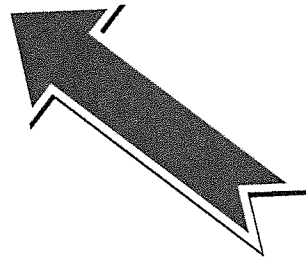
Upon the returned signature of this document and the issuance of the signed contract, Infinity will begin service and create a Category One Contract.

Signature

Date

Title

Print Name



OPTIONAL

SCOPE OF WORK – Category One FUNDING RECOVERY

Erate Funding Recovery Services

See page 21 "ATTACHMENT "C" – POTENTIAL FUNDING RECOVERY"

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 delivery of the required documentation for USAC's "Program Integrity Assurance" (PIA) information requests.
3. Service Provider Collections – Infinity prepare the Service Provider required forms ("Discount Grids") and prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.
4. Appeals – In the instance that Infinity determines that a previous application has been wrongfully denied, Infinity will prepare and submit the necessary "USAC Appeals".*

*The cost 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, a proposal will be provided by Infinity to the Client, for approval, prior to proceeding.

Infinity's fee will be 5% of the amount of funds recovered, or a minimum of \$2,000 (whichever is greater). The amount of funds "recovered" shall be determined by the difference between the "Total Authorized Disbursement" amount(s) as shown on the USAC's "Data Retrieval Tool" versus the Client's current "Total Authorization Disbursement" amount as shown on the "Funding Recovery Worksheet" provided by Infinity.

AUTHORIZATION TO BEGIN SERVICE & CREATE CONTRACT FOR FUNDING RECOVERY

Upon the returned signature of this document and the issuance of the signed contract, Infinity will begin service and create a Funding Recovery Contract.

Signature

DOES NOT APPLY

Title

Print Name

Listed below are additional services that Infinity could provide for an additional fee:

SCOPE OF WORK – INFRASTRUCTURE DESIGN, NETWORK DESIGN, INTERNAL CONNECTIONS (CATEGORY TWO)

Infinity's Category Two "Internal Connections" Service includes five components; Low Voltage System Design, RFP Management, Project Administration, Inspection Services and Erate Application Management Services. Infinity will perform the following scope of work for our Category Two Services fee.

Preliminary Design Estimate questionnaire included via a separate document/attachment

Low Voltage Design Services

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. Provide the Client with a non-bias evaluation of bid response(s) for the specified systems.
7. Review and comment on contractor issued Submittal and/or Shop Drawings.
8. Review and comment on post-bid Request For Information and/or Supplemental Instructions.
9. Review and comment on Client requested Price Request/Change Order(s).
10. Perform **One (1)** Final inspection and create Punch List items, per project.

Bid Management Services

1. Assist Client to determine a Procurement process (Formal Bid, Informal Bid, State Master Contract, etc.) that adheres to the Local/State/Erate rules and regulations.
2. 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.
3. Coordinate with the Client's Erate Application Manager to make the Bidding documents available at the time of the Form 470 posting, per the requirement of Erate program.
4. Assist the Client in the preparation of a "Notice of Advertisement" for public works bid packages.
5. Distribute, in electronic form only, "Bidding Documents" to prospective bidders thru Infinity's "Projects" website.
6. Manage and Track the project "Bidding Documents" and "Prospective Bidder's List" thru Infinity's "Projects" website.
7. Perform **One (1)** Pre-Bid Job Walk/Bidder's Conference, per project.
8. Prepare and distribute project clarification(s) and addenda(s) to address questions from prospective bidders.
9. Organize and conduct opening of bid response(s). All bid openings will be conducted at Infinity's offices, unless otherwise directed by the Client.
10. Prepare and administration of awarding contracts for construction.
11. 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.

Category Two Construction Management Services:

Infinity shall perform the following tasks, as required by the scope of the project.

Project Administration Services

1. Perform a Constructability Review/Plan Check of the project(s) to be installed.
2. Perform **One (1)** Pre-Construction Owner's Planning Meeting, per project.
3. Perform **One (1)** Pre-Construction Contractor's Meeting, per project.

Terms and Conditions

4. Coordinate the delivery and acceptance all Pre-Construction documents, including (but not limited to); Notice to Proceed, Certificates of Insurances, Bonds, Submittals, etc.
5. Create accurate project scheduling and determines project specific milestones.
6. Provide the Client regular project status updates.
7. Address contractor questions regarding installation means and methods per the intent of the Bidding and Contract Documents.
8. Coordinate the delivery and acceptance of contractor's Request for Information.
9. Coordinate the delivery and acceptance of Project Designer's Supplemental Instructions.
10. Coordinate the delivery and acceptance of Client's Price Request and/or Change Orders.
11. Review and certification of contractor billing.
12. Coordinate with the Contractor the completion of Punch List items provided by the Project Designer.
13. Coordinate with the Contractor to perform the system training.
14. Coordinate the delivery and acceptance of project closeout requirements, including (but not limited to); Test Results, Warranties, As-Builts, etc.
15. Coordinate the delivery and acceptance of Post-Construction paperwork, including (but not limited to); Substantial Completion, Final Completion, Release of Retention, Release of Sureties, etc.

Inspection Services

1. Provide onsite inspections during the course of project installation, maximum of **Three (3)** per project, to ensure contractor installation standards have been meet, as defined in the bid documents.
2. Provide **One (1)** onsite inspection to determine if Punch List items have been resolved.

Erate Application Management

1. Assist the Client to determine the USAC Invoicing method that is most appropriate to their needs.
2. Review and comment on contractor provided Service Certification(s).
3. Prepare and submit the Service Substitution process for changes to the approved Item 21 equipment list(s).
4. Prepare and submit the Service Delivery Extension and/or Invoice Deadline Extension request(s).
5. Prepare and submit the Form 500 for certification and approval.
6. Prepare and submit **One (1)** Applicant Reimbursement Form 472 for certification and approval, per project.
7. Provide the Client with one (1) Electronic and one (1) Hardcopy copies of all post-Form 471 project documents, final equipment lists, and certifications of payment, as required for Document Retention per the Erate program.

AUTHORIZATION TO BEGIN SERVICE & CREATE CONTRACT FOR INFRASTRUCTURE DESIGN, NETWORK DESIGN, INTERNAL CONNECTIONS (CATEGORY TWO)

Upon the returned signature of this document and the issuance of the signed contract, Infinity will begin service and create a Funding Recovery Contract.

Signature

DOES NOT APPLY

Title

Print Name



ATTACHMENT "B" – COMPENSATION AND REIMBURSABLE EXPENSES SCHEDULE

Standard Hourly Rates Schedule

For additional works that is required that is outside of the scope of the original project, the hourly rates listed below will be charged. Standard Hourly Rates are subject to review and adjustment. Hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$ 58.00/hour
Sr. Construction Manager	\$125.00/hour
Construction Manager	\$ 95.00/hour
Contracts Administrator	\$ 61.00/hour
Erate Consultant	\$140.00/hour
Erate Specialist, III	\$ 92.00/hour
Erate Specialist, II	\$ 72.00/hour
Erate Specialist, I	\$ 51.00/hour
Support Staff	\$ 48.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. 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%
Travel Expenses:	
Mileage (auto)	\$0.565/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

"ATTACHMENT "C" – POTENTIAL FUNDING RECOVERY"

DOES NOT APPLY