



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 4

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General Information | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1041920

Procurement Type: Central Master Agreement

Vendor ID: VS0000040736

Legal Name: Infinity Communications & Consulting Inc.

Alias/DBA:

Total Bid: \$35,100.00

Response Date: 06/29/2022

Response Time: 12:28

Responded By User ID: Infinity CC

First Name: Dennison

Last Name: Winchell

Email: dwinchell@infinitycomm.com

Phone: 6617161840

SO Doc Code: CRFQ

SO Dept: 0433

SO Doc ID: LIB2200000009

Published Date: 6/16/22

Close Date: 6/29/22

Close Time: 13:30

Status: Closed

Solicitation Description: E-Rate Services Coordinator

Total of Header Attachments: 4

Total of All Attachments: 4



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1041920
Solicitation Description: E-Rate Services Coordinator
Proc Type: Central Master Agreement

| Solicitation Closes | Solicitation Response | Version |
|---------------------|------------------------------|---------|
| 2022-06-29 13:30 | SR 0433 ESR06292200000008159 | 1 |

VENDOR
VS0000040736
Infinity Communications & Consulting Inc.

Solicitation Number: CRFQ 0433 LIB2200000009
Total Bid: 35100
Response Date: 2022-06-29
Response Time: 12:28:06
Comments:

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

| | | |
|--------------------|--------------|-------------|
| Vendor | | |
| Signature X | FEIN# | DATE |

All offers subject to all terms and conditions contained in this solicitation

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|--------------------|-----|------------|------------|-----------------------------|
| 1 | E-Rate Coordinator | | | | 35100.00 |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 84131510 | | | |

Commodity Line Comments: The contract amount submitted herein is the annual fee

Extended Description:

To provide E-rate Consultation for FCC E-Rate forms for the WV Library Commission. A program that provides discounts to assist schools and libraries in the US to obtain affordable telecommunications and internet access.



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1041920

Doc Description: E-Rate Services Coordinator

Reason for Modification:

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|---------------------|-------------------------|---------|
| 2022-06-07 | 2022-06-21 13:30 | CRFQ 0433 LIB2200000009 | 1 |

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Infinity Communications & Consulting, Inc.

Address : 4909 Calloway Drive

Street : Suite 102

City : Bakersfield

State : CA

Country : USA

Zip : 93312

Principal Contact : Carla Manzo

Vendor Contact Phone: (661) 716-1840

Extension: 204

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 82-0573429

DATE 6/29/2022

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish a contract for an E-Rate Coordinator. The Library Commission, soon to be under the West Virginia Department of Arts, Culture and History, is seeking a Vendor to coordinate all aspects of the application process for the Library Commission's E-Rate applications and related forms per the attached specifications and terms and conditions.

INVOICE TO

LIBRARY COMMISSION
CULTURAL CENTER
1900 KANAWHA BLVD E
CHARLESTON WV
US

SHIP TO

LIBRARY COMMISSION
CULTURE CENTER
1900 KANAWHA BLVD E
CHARLESTON WV
US

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|-----|------------|------------|-------------|
| 1 | E-Rate Coordinator | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 84131510 | | | |

Extended Description:

To provide E-rate Consultation for FCC E-Rate forms for the WV Library Commission. A program that provides discounts to assist schools and libraries in the US to obtain affordable telecommunications and internet access.

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|--------------|-------------------|
|-------------|--------------|-------------------|

INSTRUCTIONS TO VENDORS SUBMITTING BIDS

1. REVIEW DOCUMENTS THOROUGHLY: The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

2. MANDATORY TERMS: The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

3. PREBID MEETING: The item identified below shall apply to this Solicitation.

☒ A pre-bid meeting will not be held prior to bid opening

☐ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

4. VENDOR QUESTION DEADLINE: Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted emails should have the solicitation number in the subject line.

Question Submission Deadline: 06/14/2022 @ 4:00 PM ET

Submit Questions to: Josh Hager
2019 Washington Street, East
Charleston, WV 25305
Fax: (304) 558-3970
Email: Joseph.E.HagerIII@wv.gov

5. VERBAL COMMUNICATION: Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

6. BID SUBMISSION: All bids must be submitted on or before the date and time of the bid opening listed in section 7 below. Vendors can submit bids electronically through wvOASIS, in paper form delivered to the Purchasing Division at the address listed below either in person or by courier, or in facsimile form by faxing to the Purchasing Division at the number listed below. Notwithstanding the foregoing, the Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via email. Bids submitted in paper or facsimile form must contain a signature. Bids submitted in wvOASIS are deemed to be electronically signed.

Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason.

For Request for Proposal ("RFP") Responses Only: Submission of a response to a Request for Proposal is not permitted in wvOASIS. In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus NA convenience copies of each to the Purchasing Division at the address shown below. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

Bid Delivery Address and Fax Number:

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax: 304-558-3970

A bid submitted in paper or facsimile form should contain the information listed below on the face of the submission envelope or fax cover sheet. Otherwise, the bid may be rejected by the Purchasing Division.

VENDOR NAME:

BUYER: Josh Hager

SOLICITATION NO.: CRFQ 0433 LIB2200000009

BID OPENING DATE: See next page

BID OPENING TIME: See next page

FAX NUMBER: 304-558-3970

7. BID OPENING: Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 06/21/2022 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

8. ADDENDUM ACKNOWLEDGEMENT: Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

9. BID FORMATTING: Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

10. ALTERNATE MODEL OR BRAND: Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's

specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

☐ This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

11. EXCEPTIONS AND CLARIFICATIONS: The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

12. COMMUNICATION LIMITATIONS: In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

13. REGISTRATION: Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

14. UNIT PRICE: Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

15. PREFERENCE: Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

15A. RECIPROCAL PREFERENCE: The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: www.state.wv.us/admin/purchase/vrc/Venpref.pdf.

16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES: For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or

minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

17. WAIVER OF MINOR IRREGULARITIES: The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

18. ELECTRONIC FILE ACCESS RESTRICTIONS: Vendor must ensure that its submission in WV OASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

19. NON-RESPONSIBLE: The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

20. ACCEPTANCE/REJECTION: The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

21. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

22. WITH THE BID REQUIREMENTS: In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

23. EMAIL NOTIFICATION OF AWARD: The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor ~~wv~~OASIS or the Purchasing Division's website to determine when a contract has been awarded.

24. ISRAEL BOYCOTT CERTIFICATION: Vendor's act of submitting a bid in response to this solicitation shall be deemed a certification from bidder to the State that bidder is not currently engaged in, and will not for the duration of the contract, engage in a boycott of Israel. This certification is required by W. Va. Code § 5A-3-63.

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☒ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☒ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within three hundred and sixty five (365) days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

☐ the contract will continue for _____ years;

☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited.

Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney

General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☒ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☒ **Commercial General Liability Insurance** in at least an amount of: one million dollars (\$1,000,000.00) per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☒ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \$1,000,000.00 per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☒ **Workers' Compensation**

☐☐☐

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☒ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process.

- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
 1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
 2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title) Dennison Winchell / Client Support Mgr

(Printed Name and Title) Dennison Winchell, Client Support Manager

(Address) 4909 Calloway Dr., Ste. 102, Bakersfield, CA 93312

(Phone Number) / (Fax Number) (661) 716-1840 | (661) 716-1841

(email address) dwinchell@infinitycomm.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Infinity Communications & Consulting, Inc.

(Company) Dennison Winchell Client Support Mgr

(Authorized Signature) (Representative Name, Title)

Dennison Winchell, Client Support Manager 6/29/2022

(Printed Name and Title of Authorized Representative) (Date)

(661) 716-1840 | (661) 716-1841

(Phone Number) (Fax Number)

dwinchell@infinitycomm.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.: CRFQ-00433-LIB2200000009-3

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- ☒ Addendum No. 1
- ☒ Addendum No. 2
- ☐ Addendum No. 3
- ☐ Addendum No. 4
- ☐ Addendum No. 5

- ☐ Addendum No. 6
- ☐ Addendum No. 7
- ☐ Addendum No. 8
- ☐ Addendum No. 9
- ☐ Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Infinity Communications & Consulting, Inc.

Company



Authorized Signature

6/29/2022

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

**WV Library Commission E
REQUEST FOR QUOTATION**

SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish a contract for an E-Rate Coordinator. The Library Commission, soon to be under the West Virginia Department of Arts, Culture and History, is seeking a Vendor to coordinate all aspects of the application process for the Library Commission's E-Rate applications and related forms.
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
 - 2.1. **"Contract Item" or "Contract Items"** means the list of items identified in Section 3.1 below and on the Pricing Pages.
 - 2.2. **"Pricing Pages"** means the schedule of prices, estimated order quantity, and totals contained in wvOASIS or attached hereto as Exhibit A and used to evaluate the Solicitation responses.
 - 2.3. **"Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
 - 2.4. **"E-Rate Services"** means the commonly used name for the Schools and Libraries Program of the Universal Service Fund, which is administered by the Universal Service Administrative Company (USAC) under the direction of the Federal Communications Commission (FCC). The Library Commission assists and counsels public libraries. It administers state financial aid to public libraries and provides additional support through programs and services. The Agency applies for Category 1 funding for one hundred and forty-four (144) public libraries.
 - 2.5. **"FCC Form 470"** means "Description of Services Requested and Certification Form" is the first form that must be filed by a school or library in the E-rate application process.
 - 2.6. **"FCC Form 471"** means "Description of Services Ordered and Certification Form" is the second form that must be filed by a school or library in the E-rate application process. Its purpose is to individually list all contracts and services for which the applicant is requesting discounts.
 - 2.7. **"FCC Form 472"** means (Billed Entity Applicant Reimbursement (BEAR) Form) to request reimbursement from USAC for the discount costs of the

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eligible products or services approved on the FCC Form 471, and which the applicant has received and paid for in full.

- 2.8. **“FCC Form 474”** means Service Provider Invoice (SPI) Form, to request reimbursement from USAC for the discount amount for eligible services and equipment provided to the applicant and approved on the FCC Form 471.
- 2.9. **“FCC Form 486”** means (Receipt of Service Confirmation and Children's Internet Protection Act Certification Form) notifies USAC that the billed entity and/or the eligible entities that it represents is receiving, or has received, service in the relevant funding year from the named service provider(s).
- 2.10. **“Form 500”** means (Funding Commitment Adjustment Request Form) is used to submit changes to funding requests after USAC has issued commitments for those requests.
- 2.11. **“FDCLs”** means Funding Commitment Decision Letters.
- 2.12. **“SPIN”** means a Service Provider Identification Number (SPIN) is a unique nine-digit number assigned to service providers by USAC when an FCC Form 498 is filed.
- 2.13. **“NSLP”** means the National School Lunch Program
- 2.14. **“PIA”** mean Program Integrity Assurance.

3. QUALIFICATIONS: Vendor, or Vendor’s staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications:

- 3.1. The Vendor must have a minimum of three (3) years of professional experience in E-rate application coordinating, or in projects of similar scope and nature.
 - 3.1.1. Vendor shall **provide a list of references** with the bid.
- 3.2. The Vendor must describe their approach and methodology to meeting the goals/objectives identified below in Section 4.
 - 3.2.1. Vendor shall **submit with the bid a cover letter entailing the Scope of Work.**
- 3.3. The Vendor must maintain a current level of knowledge of E-Rate rules, regulations, and interpretations. It is expected that the Vendor, at its own

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expense, will participate in annual Schools and Library Division (SLD) training at national levels, and will track new E-Rate developments through applicable website monitoring and program-specific teleconferences and listservs mailing lists.

3.4. The Vendor must have experience with file management and record retention systems.

3.5. The Vendor must serve as a full-service E-Rate Coordinator to the WV Library Commission. In this role, the Vendor will be available to the Agency to provide E-Rate information to Agency personnel by phone, email, or in person to facilitate E-Rate planning and discount utilization.

4. MANDATORY REQUIREMENTS:

4.1. Mandatory Contract Services Requirements and Deliverables: Contract Services must meet or exceed the mandatory requirements listed below.

4.1.1. Vendor must file at least one FCC Form 471 annually to cover Category 1 service, and, if needed, Category 2 service.

4.1.1.1. The Vendor shall be responsible for tracking contract signing dates for compliance with Form 470 Allowable Contract Dates, timely preparation of required FCC Form 471s, and monitoring the FCC Form 471 and/or certification submissions.

4.1.2. Vendor shall review the submitted application during the Program Integrity Assurance (PIA) review.

4.1.2.1. The Vendor shall be responsible for tracking PIA inquiries to assure timely responses by coordinating with the Library Commission. The Library Commission and the Vendor shall document all interactions with PIA and submit all PIA responses. Selective Reviews and Cost-Effective Reviews must be coordinated and handled by the Vendor similarly.

4.1.3. Vendor must review the Funding Commitment Decision Letters (FCDLs) and take all appropriate actions, including, but not limited to, preparation of the associated Form 486s, appeals, requests for waiver, Good Samaritans, SPIN changes, service substitutions, and/or the preparation of Form 500s to extent contract expiration dates or to cancel, or reduce unneeded funding once the funding

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decisions are issued.

4.1.3.1. Vendor shall coordinate approved funding with the Library Commission and the associated service provider, including but not limited to, decisions regarding the realization of discounts through either the SPI or BEAR process.

4.1.4. Vendor must collect the associated bills from the Agency, summarize the eligible charges, prepare the appropriate FCC Form 472s, obtain the requisite vendor acknowledgment, respond to USAC invoice inquiries, and track BEAR payment authorizations and vendor payments.

4.1.5. Vendor shall maintain a comprehensive database of E-Rate funding applications, decisions, utilization, NSLP data, and all related records or documentation provided by the Library Commission or generated by the Vendor.

4.1.6. The Vendor must provide a detailed reconciliation of disbursements for the E-Rate funding year.

4.1.7. Vendor shall be thoroughly familiar with on-site outreach visits or formal audits by USAC, FCC or their contractors and, upon request, be prepared to provide off-site and on-site support in preparing for, and during the conduct of these site visits and audit activities.

4.1.7.1. Vendor must include such support must in the bid pricing.

4.1.8. Vendor shall be available to participate in critical E-Rate planning meetings with Agency staff, particularly during the period in and around the annual Forms 470 and 471 application window.

4.1.9. Vendor's services must include all preliminary work before the beginning of the actual funding year, work done during the actual funding year related to that year, as well as such follow-up work may include but is not limited to FCC Form 472 BEAR submittals and audits, FCC Form 474 SPI, and other audits or work which occur after June 30 of that funding year, regardless of the length of time it takes for their completion.

4.1.9.1. The Agency recognizes that E-Rate funding years may take two (2) or more distinct fiscal years to complete and that follow-up audits by Federal agencies may occur up to five

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years after the last date of service. Therefore, continuity for the E-Rate funding year is considered of high importance.

5. CONTRACT AWARD:

5.1. Contract Award: The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

The Library Commission requests services supporting an entire E-Rate funding year's applications, beginning with the E-Rate funding year 2021-2022 (July 1, 2021 – June 30, 2022).

5.2. Pricing Pages: Vendor should complete the Pricing Page by quoting the one fee for the specified funding year and the anticipated disbursements. Then, Vendor must calculate to provide a monthly rate and total cost that is not to exceed the entire term of the contract. The Vendor must provide firm pricing for the entire E-Rate year and follow-up work, regardless of the length of time involved, in sufficient detail to permit the Library Commission to allocate costs for its E-Rate services. The Agency recognizes that the size and scope of the Agency's application may be reflected in the Bidder's pricing. Vendor should complete the Pricing Pages in their entirety as failure to do so may result in Vendor's bids being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document. In most cases, the Vendor can request an electronic copy of the Pricing Pages for bid purposes by sending an email request to the following address:

Joseph.E.Hageriii@wv.gov

- 6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Services and Contract Services Deliverables, unless such a schedule is already included herein by Agency. In the event that this Contract is designated as an open-end contract, Vendor shall perform in accordance with the release orders that may be issued against this Contract.
- 7. PAYMENT:** Agency shall pay a flat fee, as shown on the Pricing Pages, for all Contract Services performed and accepted under this Contract. Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

WV Library Commission E
REQUEST FOR QUOTATION

8. TRAVEL:

Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the flat fee or hourly rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

9. VENDOR DEFAULT:

9.1. Failure to provide Contract Items in accordance with the requirements contained herein.

9.1.1. Failure to comply with other specifications and requirements contained herein.

9.1.2. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

9.1.3. Failure to remedy deficient performance upon request.

9.2. The following remedies shall be available to Agency upon default.

9.2.1. Immediate cancellation of the Contract.

9.2.2. Immediate cancellation of one or more release orders issued under this Contract.

9.2.3. Any other remedies available in law or equity.

10. MISCELLANEOUS:

10.1. No Substitutions: Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.

10.2. Vendor Supply: Vendor must carry sufficient inventory of the Contract Items being offered to fulfill its obligations under this Contract. By signing its bid, Vendor certifies that it can supply the Contract Items contained in its bid response.

10.3. Reports: Vendor shall provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also

**WV Library Commission E
REQUEST FOR QUOTATION**

provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.

- 10.4. Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Dennison Winchell

Telephone Number: (661) 716-1840

Fax Number: (661) 716-1841

Email Address: dwinchell@infinitycomm.com

WV Library Commission E
REQUEST FOR QUOTATION

EXHIBIT A: PRICING PAGE

EXAMPLE:

Anticipated Disbursements: \$750,000

Standard Fee \times 4%
\$28,000.00 (\$2,500.00 per month)

BID:

The rate of pay shall be \$2,925.00 per month and not to exceed

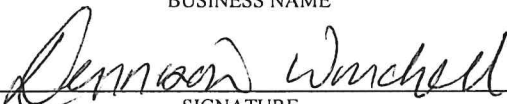
\$35,100 for the entire term of the contract. *

**Vendor must include all associated costs for potential pre-commitment selective review, post-commitment form changes, SPIN change requests, service substitutions, PQA audit, and BCAP audit.*

BID SUBMITTED BY:

Infinity Communications & Consulting, Inc.

BUSINESS NAME

X 

SIGNATURE

Dennison Winchell

PRINT NAME

Client Support Manager

TITLE

6/29/2022

DATE



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Prof

Proc Folder: 1041920

Doc Description: E-Rate Services Coordinator

Reason for Modification:

Addendum #1 issued to update insurance requirements in terms and conditions.

Proc Type: Central Master Agreement

| Date Issued | Solicitation Closes | Solicitation No | Version |
|-------------|---------------------|-------------------------|---------|
| 2022-06-08 | 2022-06-21 13:30 | CRFQ 0433 LIB2200000009 | 2 |

BID RECEIVING LOCATION

BID CLERK

DEPARTMENT OF ADMINISTRATION

PURCHASING DIVISION

2019 WASHINGTON ST E

CHARLESTON WV 25305

US

VENDOR

Vendor Customer Code:

Vendor Name : Infinity Communications & Consulting, Inc.

Address : 4909 Calloway Drive

Street : Suite 102

City : Bakersfield

State : CA

Country : USA

Zip : 93312

Principal Contact : Carla Manzo

Vendor Contact Phone: (661) 716-1840

Extension: 204

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III

(304) 558-2306

joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN# 82-0573429

DATE 6/29/2022

All offers subject to all terms and conditions contained in this solicitation

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish a contract for an E-Rate Coordinator. The Library Commission, soon to be under the West Virginia Department of Arts, Culture and History, is seeking a Vendor to coordinate all aspects of the application process for the Library Commission's E-Rate applications and related forms per the attached specifications and terms and conditions.

INVOICE TO

LIBRARY COMMISSION
CULTURAL CENTER
1900 KANAWHA BLVD E
CHARLESTON WV
US

SHIP TO

LIBRARY COMMISSION
CULTURE CENTER
1900 KANAWHA BLVD E
CHARLESTON WV
US

| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
|------|--------------------|-----|------------|------------|-------------|
| 1 | E-Rate Coordinator | | | | |

Comm Code**Manufacturer****Specification****Model #**

84131510

Extended Description:

To provide E-rate Consultation for FCC E-Rate forms for the WV Library Commission. A program that provides discounts to assist schools and libraries in the US to obtain affordable telecommunications and internet access.

SCHEDULE OF EVENTS

| <u>Line</u> | <u>Event</u> | <u>Event Date</u> |
|-------------|--------------|-------------------|
|-------------|--------------|-------------------|

| | | | |
|---------------|----------------|-----------------------------|-----------|
| | Document Phase | Document Description | Page 3 |
| LIB2200000009 | Final | E-Rate Services Coordinator | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Centralized Request for Quote
Service - Prof

| | | | |
|---|----------------------------|-------------------------|---|
| Proc Folder: 1041920 | | | Reason for Modification: Addendum #2 issued to publish agency responses to all vendor submitted questions and extend bid due See Page 2 for complete info |
| Doc Description: E-Rate Services Coordinator | | | |
| Proc Type: Central Master Agreement | | | |
| Date Issued | Solicitation Closes | Solicitation No | Version |
| 2022-06-16 | 2022-06-29 13:30 | CRFQ 0433 LIB2200000009 | 3 |

BID RECEIVING LOCATION

BID CLERK
DEPARTMENT OF ADMINISTRATION
PURCHASING DIVISION
2019 WASHINGTON ST E
CHARLESTON WV 25305
US

VENDOR

Vendor Customer Code:

Vendor Name : Infinity Communications & Consulting, Inc.

Address : 4909 Calloway Drive

Street : Suite 102

City : Bakersfield

State : CA

Country : USA

Zip : 93312

Principal Contact : Carla Manzo

Vendor Contact Phone: (661) 716-1840

Extension: 204

FOR INFORMATION CONTACT THE BUYER

Joseph E Hager III
(304) 558-2306
joseph.e.hageriii@wv.gov

Vendor
Signature X

FEIN#

82-0573429

DATE

6/29/2022

All offers subject to all terms and conditions contained in this solicitation

Reason for Modification:

Addendum #2 issued to publish agency responses to all vendor submitted questions and extend bid due date until 6/29/2022.

ADDITIONAL INFORMATION

The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Library Commission to establish a contract for an E-Rate Coordinator. The Library Commission, soon to be under the West Virginia Department of Arts, Culture and History, is seeking a Vendor to coordinate all aspects of the application process for the Library Commission's E-Rate applications and related forms per the attached specifications and terms and conditions.

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| Line | Comm Ln Desc | Qty | Unit Issue | Unit Price | Total Price |
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| 1 | E-Rate Coordinator | | | | |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 84131510 | | | |

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To provide E-rate Consultation for FCC E-Rate forms for the WV Library Commission. A program that provides discounts to assist schools and libraries in the US to obtain affordable telecommunications and internet access.

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|-------------|--------------|-------------------|
|-------------|--------------|-------------------|

| | | | |
|---------------|----------------|-----------------------------|-----------|
| | Document Phase | Document Description | Page 3 |
| LIB2200000009 | Final | E-Rate Services Coordinator | |

ADDITIONAL TERMS AND CONDITIONS

See attached document(s) for additional Terms and Conditions

STATE OF WEST VIRGINIA
WEST VIRGINIA LIBRARY COMMISSION

SOLICITATION No. CRFQ 0433 LIB22000000009
E-RATE SERVICES COORDINATOR



SUBMITTED TO:

Bid Clerk
Department of Administration
Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130
Fax #: 304-558-3970

PRESENTED BY:

Carla Manzo
Business Development Manager
Office: 661-716-1840
Mobile: 661-717-7144
Email: cmanzo@infinitycomm.com



661.716.1840



www.infinitycomm.com



P.O. Box 999 Bakersfield, CA 93302

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LETTER OF INTEREST

On behalf of the management staff at Infinity Communications & Consulting, Inc. we are pleased to present this proposal to the West Virginia Library Commission for E-Rate Services Coordinator. Infinity has more than 18-years' experience coordinating collaboratively with the District Technology and Business Departments. Our staff thrives in this type of environment, and we believe we can bring value to the relationship with our experience in hundreds of library and school E-Rate filing projects since our firm was established in 2003.

We feel privileged to represent 450+ public school districts and library systems throughout the United States and its Territories. Our services include developing budgets, developing district standards and specifications, evaluating low voltage systems, information technology design services, assist or take the lead in procuring and bidding projects, bond and/or E-Rate fund coordination, contract negotiations and we also provide Project Administration and inspection services. Infinity is also one of the largest E-Rate consulting firms in the United States and we work on the design teams for nine of the largest architectural firms in California.

Infinity has a staff of 25 people and we would provide the West Virginia Library Commission with a dedicated team of staff members to support the district in navigating the E-Rate funding process. The dedicated team includes an E-Rate compliance manager, Client Services Specialist, Business Development Manager, Administrative support staff, and support from our Chief Operations Officer, Christian Baker and our Chief Executive Officer, Martin Skiby. Staff assigned to the West Virginia Library Commission would be headquartered in our main branch located in Bakersfield, CA. We do not envision using any subcontractors for this contract.

Every member of the Infinity family has a passion for education and excellence. It would be an honor to assist the West Virginia Library Commission as its E-Rate Services Coordinator.

Primary Contact for Project:

Ms. Carla Manzo
Business Development Manager
Infinity Communications & Consulting, Inc.
4909 Calloway Drive
Bakersfield, California 93312
Office: (661) 716-1840
Mobile: (661) 717-7144
cmanzo@infinitycomm.com

EXECUTIVE SUMMARY

Infinity Communications & Consulting, Inc. provides consulting services for Technology Design and E-Rate Funding throughout the United States. We are a 100% Employee-Owned consulting company and have been serving our diverse portfolio of clients since 2003. Currently we represent more than 450 clients. We take great pride in aiding school districts, libraries, and consortiums across the country to receive maximum funding and help develop technology plans and roadmaps to achieving their technology goals.

We understand that technology budgets and needs are often in contradiction. Our team of professionals can assist you in attaining all your technology goals. Infinity has specialists in funding management, technology design, project administration and architectural design services. We are dedicated to assuring our clients ease and success within the procurement and technology implementation process.

Infinity represents School Districts, Library Systems, County Offices of Education, higher education facilities, local, county and state governments, consortiums, religious institutions, commercial developers, and industrial projects. Infinity is more than just an E-Rate company, we're a technology partner. Our team is dedicated to keeping up to date on current changes with USAC, the FCC, EPC portal, state and national building codes, and local, state, and national bills and bond measures. We work to train our staff and inform our clients of any changes to the E-Rate policies and procedures.

To keep our client's knowledge base current regarding the E-Rate funding, Infinity provides each client with a quarterly report that details information for all past and current E-Rate filings, including FRN balances and BEAR submittals. At Infinity we track all E-Rate assets for our clients as part of our records retention policy, which is far more stringent than that required by USAC. Infinity maintains our client's records, in perpetuity.

Since its beginning in 2003, Infinity has successfully filed more than 10,000 category one FRN's and completed more than 1,500 category 2 filings for our clients. In total Infinity has successfully filed for more than \$1 Billion dollars in E-Rate eligible discounts for our clients.

Infinity consists of three departments: Business Development, E-Rate & Client Services, and Design Services

- The Business Development department is staffed with dedicated employees who are on call daily, including weekends, to communicate with our clients, to best serve their needs. These staff members conduct research additional funding sources, project information, assisting the client with additional information about certain technologies, and providing a point of contact for the client. The Business Development team incorporates staff from many different backgrounds such as education, Directors of Technology, State Certified CBO, Asst. Superintendent of Instruction/Special Education, Architectural Design, and E-Rate Specialists.
- The E-Rate & Client Services department is dedicated to understanding, assisting, and conducting the filing of all E-Rate related documentation for our clients. The Client Service Specialists in this department monitor bills, discounts, NSLP, PIA and PQA inquiries, and all other matters around the filing of E-Rate funding. Included in the E-Rate department is our E-MPA certified Compliance Officer who reviews all PIA and PQA inquiries as well as handles any appeals with USAC and the FCC.
- The Design Services department works with our clients to providing consulting services for category two projects and non-E-Rate technology projects. This team of technical designers, engineers, project managers, inspectors, drafters, and field personnel, work diligently to ensure that all technology project are completed thoroughly and detailed completely. Infinity employees two Registered Communications Distribution Designers (RCDD) and former B, C-7 and C-10 construction licensees. Infinity is uniquely capable of assisting our clients with projects ranging from designing a new fiber and copper cabling infrastructure, to assessing and testing an existing wired or wireless network for potential upgrades in security and wireless coverage. Infinity is also uniquely capable of providing our clients with non-E-Rate eligible projects such as Audio/Visual Design for classrooms and larger venues (MPRs and Stadiums), as well as telephone, intercom/clock/bell systems, and physical security (cameras and intrusion detection).

FIRM INFORMATION

HISTORY

Infinity Communications & Consulting, Inc. began in 2003 as a S-Corporation and has operated as such ever since. In 2017, the previous CEO, Fred Brakeman, began the process of evolving the company into an Employee Stock Option Program, or ESOP. In 2018, the process was completed and Infinity Communications, became an Employee-Owned Company. Infinity retained the services of previous CEO Fred Brakeman and continued under the operational leadership of new Chief Executive Officer, Martin Skiby. Infinity has been in business for 18+ years and has primarily consulted with the K-12 market as a Technology and E-Rate consultant.

COLLABORATION

Infinity staff members pride themselves on working closely with applicant staff to provide the highest level of customer service possible. Our staff members understand the requirements and timelines required to complete the E-Rate filing procedures, and they also understand that E-Rate is not the only project on your calendar. Infinity staff is trained to work with applicant staff members ranging from the C-Level to help desk tech support and facilities. Infinity understands that there are many moving parts and that not one person has all the answers. Infinity works with designated staff to convey any requirements that are needed, as well as assist with research on where to find information.

SCOPE OF SERVICES

E-RATE CONSULTING

- **Client Access:** Infinity will be available to the client by phone, email, virtual meeting, or in-person to address any of the District's E-Rate related questions or concerns. The client will provide Infinity with a minimum of 72 hours' notice of a request for onsite service or visit.
- **Program Updates:** Infinity will update the client on changes in the E-Rate process and help staff take advantage of newly eligible products and/or services.
- **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 regard to bid evaluations, procurement, CIPA compliance, technology budget and document retention.

E-RATE APPLICATION MANAGEMENT

- **EPC Portal Guidance:** Infinity can provide guidance and instructions to the client for any EPC portal related navigation issues. Infinity keeps up to date on all portal changes as it is an ever-evolving system.
- **Needs Assessment and Strategic Planning:** Infinity will work with the client in determining a filing strategy that best meets the needs of the client to maximize E-Rate funding opportunities. Your Infinity team will work closely with the client to ensure all entity information is current and up to date in the EPC portal, including site list (child entities, NIFs and annexes) addresses, phone numbers, student enrollment information and free and reduced lunch information.
- **Determination of Funding Request Amount(s):** Infinity will prepare the required calculations by reviewing one month's worth of the client's bills and/or contract(s) from eligible services/service providers to determine an estimated annual funding request amount.
- **File and Review Forms:** Infinity will prepare and file the following forms required by USAC's Schools and Libraries Division to receive E-Rate Category One Telecommunications and Internet Access funding: Contracts, Form 470, Modification Requests (RAL), Form 471, Form 486. FCDLs are reviewed for accuracy upon funding. All forms are tracked and/or saved.
- **Administration of PIA Process:** Infinity will take the lead in responding to and providing the needed documentation and explanations to USAC during any Program Integrity Assurance request.
- **Service Provider Discounts:** Infinity will prepare and submit any service provider required forms in order for the client to take advantage of monthly discounts on service billing via the SPI Method; or if preferred by the client, can file a Form 472- BEAR (Billed Entity Applicant Reimbursement) to request from USAC for services paid in full by the client. Infinity will track disbursements and follow up with service providers as needed to ensure timely discounts are being applied to the client's billing under the SPI Method.
- **Post Commitment:** Infinity is here to provide guidance and support to the client even after USAC has committed funds. In the event it is ever necessary, Infinity will prepare and file the following forms required by USAC's Schools and Libraries Division to receive E-Rate Category One Telecommunications and Internet Access funding: Form 500, Service Substitutions, Invoice Extensions, Contract Extensions, and SPIN Changes

REQUEST FOR PROPOSAL (RFP) MANAGEMENT SERVICES

- **Develop RFP Documents:** Infinity will develop a Request for Proposal (RFP) for Category One Services in compliance with USAC and the client's local/state procurement requirements. If newspaper publication is required, Infinity will assist the client with compliance based on the client's procurement rules.
- **RFP Tracking:** In addition to posting in EPC, Infinity will post and monitor an electronic version of the client's RFPs to prospective bidders via our Infinity "Projects" website.

- **Administration of RFP Process:** Infinity will prepare and distribute project clarification(s) and/or addenda(s) to address changes or any questions from prospective bidders via the EPC portal as well as our Infinity “Projects” website.
- **Bid Opening:** Infinity will conduct the opening of bid response(s) based on the client’s procurement rules. All bid openings will be had at Infinity’s offices, unless otherwise agreed upon between the client and Infinity.
- **Bid Evaluation:** If the client so chooses, Infinity will evaluate the bid responses based firstly on the E-rate Program requirements and if necessary, also include any of the client’s requirements; we will then provide the client with only recommendations for the award of contract(s).
- **Contact Administration:** Infinity will work with the client to ensure E-Rate contract compliance. Infinity will act as an intermediary between the client and any awarded vendor/service provider to ensure full contract execution. Infinity will also track any contract changes and expiration

POST COMMITMENT

- **Document Retention:** Infinity will maintain a copy of the documents required for E-Rate Program’s “Document Retention Policy” including pre-bidding process, bidding process, award of contracts, application process, purchase and delivery of service, invoicing, inventory, and forms and rules compliance for up to 10 years from the last date of service. Infinity will also annually provide the client with a thumb drive, which will contain the required documents from the funding year for the client to keep at its location.
- **Document Assistance:** Infinity will take lead and/or assist the client in preparation and delivery of any post commitment required documentation. This includes USAC appeals, PQA (Program Quality Assurance), SLD Invoice Reviews- as well as subsequent COMAD (Commitment Adjustments/Recoveries) or RIDF (Request for Improperly Disbursed Funds) demands.
- **Support Services:** Infinity will represent the client during all E-Rate audits and post commitment inquiries.
- **Quarterly Updates:** Infinity will provide Quarterly Reports to the client which will include the status and/or update of each Funding Request (FRN) with disbursement amounts applied.

EXCLUDED FROM INFINITY’S BASE SERVICE OFFERING

- Technology System Design
- Project Engineering
- Computer Drafting or Blueprint Drawing Creation
- Technical Specification Writing Services
- On-Site Services other than those covered by the E-Rate Consulting services.
 - Included but not limited to: job walks, site assessments etc.

On-Site services, including but not limited to Bid Openings, Job-Walks, Site Assessments, etc. are considered additional services subject to additional fees. Additional services requested by the Client of Infinity to perform, will be presented to the Client as additional services and billed to the Client at an Hourly rate, plus actual and necessary expenses, per the fee structure

INSURANCE CERTIFICATES

See the attached pages showing the requested information for:

- Commercial General Liability Insurance
- Professional/Malpractice/Errors and Omissions Insurance
- Workers' Compensation

CLAIMS FILED AGAINST

Infinity has not had any claims filed against it in the past 5 years.

REFERENCES

St. Charles City-County Library

Address: 77 Boone Hills Drive, St. Peters, MO 63376

Contact: Karen Knox or Julie Wolfe

Phone: (636) 441-2300

Services Provided: E-Rate Filing Category 1 and Category 2, RFP/Bid Management

Brevard County Library System

Address: 308 Forrest Avenue, Ste 301, Cocoa, FL 32922

Contact: Kristin Calhoun

Phone: (321) 633-1786

Services Provided: E-Rate Filing Category 1

Las Vegas-Clark County Library District

Address: 7060 West Windmill Lane, Las Vegas, NV 89113

Contact: Al Pendergrast

Phone: (702) 734-7323

Services Provided: E-Rate Filing Category 1 and Category 2, Emergency Connectivity Fund (ECF) Filing

Omaha Public Library

Address: 215 South 15th Street, Omaha, NE 68102

Contact: Jason Goossen

Phone: (402) 444-4800

Services Provided: E-Rate Filing Category 1

Long Beach Unified School District

Address: 1515 Hughes Way, Long Beach, CA 90810

Contact: Matthew Woods

Phone: (562) 997-8605

Services Provided: E-Rate Filing Category 1 and Category 2, RFP/Bid Management, Design, Non-E-Rate Design

CONFLICT OF INTEREST

Infinity has no conflicts of interest that would prevent Infinity from performing our duties for the Client.

CURRENT WORK COMMITMENTS

Infinity maintains a current client load of more than 400+ clients across the United States. Infinity continues to accept new clients and continues to seek new clients from all parts of the United States. As such, Infinity continually monitors the workload of employees and when deemed necessary Infinity will increase resources to ensure our continued high level of customer service.

FEE SCHEDULE

Infinity Communications & Consulting, Inc. is proposing a fee that includes filing Category One and Category Two application funding requests for the term of the contract. Infinity's fees will include all materials, standard visitations, and all listed services in this proposal.

Infinity's fee for completing Category One and Two filings will be a yearly flat fee of: \$ 35,100.00

ADDITIONAL SERVICES FEES

DESIGN SERVICES AND PROJECT ADMINISTRATION SERVICES

Infinity provides individual pricing for all Design and Project Administration services because no project is exactly like another project. The fees for Infinity Design and Project Administration services are tailored to each customer's project and budget. Design and Project Administration fees can be discussed in further detail with the Business Development Manager upon interest.

STANDARD RATES AND CHARGES

For services above and beyond those listed in this proposal, the rates listed below will be proposed to the client prior to any work being completed.

| | | | |
|------------------------------|----|--------|----------|
| Principal | \$ | 175.00 | Per Hour |
| Manager, Client Support | \$ | 165.00 | Per Hour |
| Engineer | \$ | 155.00 | Per Hour |
| Business Development Manager | \$ | 145.00 | Per Hour |
| Design Department Manager | \$ | 165.00 | Per Hour |
| Sr. Systems Designer | \$ | 155.00 | Per Hour |
| Systems Designer | \$ | 125.00 | Per Hour |
| Jr. Systems Designer | \$ | 110.00 | Per Hour |
| Sr. Project Manager | \$ | 155.00 | Per Hour |
| Project Manager | \$ | 110.00 | Per Hour |
| CAD Operator III | \$ | 95.00 | Per Hour |
| CAD Operator II | \$ | 85.00 | Per Hour |
| CAD Operator I | \$ | 75.00 | Per Hour |
| Design Team Coordinator | \$ | 75.00 | Per Hour |
| Administrative | \$ | 65.00 | Per Hour |

REIMBURSABLE EXPENSE SCHEDULE

| | | | |
|-------------------|----|-------------------|---------|
| Printed Documents | \$ | At Cost + 15% | |
| Legal Counsel | \$ | At Cost + 15% | |
| Travel Expenses: | | | |
| Mileage | \$ | Federal Rate | |
| Airfare | \$ | At Cost + 15% | |
| Meals | \$ | 55.00 | Per Day |
| Lodging | \$ | At Cost + 15% | |
| Labor Rate | | See Hour Schedule | |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER Kern Insurance Associates License # 0L78680 P.O. Box 11390 Bakersfield CA 93389-1390 | CONTACT NAME: Stacey Campbell PHONE (A/C, No, Ext): (661) 835-4542 E-MAIL ADDRESS: scampbell@kernins.com FAX (A/C, No): (661) 835-4500 |
| INSURED Infinity Communications & Consulting, Inc. P.O. Box 999 Bakersfield CA 93302 | INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty Insurance Co of America INSURER B: Travelers P & C Co America INSURER C: Houston Casualty Company INSURER D: INSURER E: INSURER F: |

COVERAGES**CERTIFICATE NUMBER:** 22-23**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------------------------------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 680001J742131 | 02/17/2022 | 02/17/2023 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | BA9N276397 21 | 10/24/2021 | 10/24/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| B | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED RETENTION \$ | | | CUP002J348555 | 02/17/2022 | 02/17/2023 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y / N <input type="checkbox"/> | N / A | | | | PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| C | Professional Liability-claims made including Cyber Liability | | | H21TG31255-00 | 08/19/2021 | 08/19/2022 | per claim 2,000,000 aggregate 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**State of WV, Dept of Administration
PO Box 50130

Charleston

WV 25305-0130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/20/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|------------------------------------|
| PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937 | CONTACT NAME: Aon Risk Services, Inc of Florida | |
| | PHONE (A/C, No, Ext): 800-743-8130 | FAX (A/C, No): 800-522-7514 |
| INSURED ADP TotalSource DE IV, Inc. 5800 Windward Parkway Alpharetta, GA 30005 L/C/F Infinity Communications & Consulting Inc 4909 Calloway Dr STE 102 Bakersfield, CA 93312 | EMAIL ADDRESS: ADP.COI.Center@Aon.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: AllU Insurance Company | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |

COVERAGES

CERTIFICATE NUMBER: 3911862

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **LIMITS SHOWN ARE AS REQUESTED.**

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|--------------|
| | COMMERCIAL GENERAL LIABILITY | | | | | | EACH OCCURRENCE | \$ |
| | <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ |
| | | | | | | | MED EXP (Any one person) | \$ |
| | | | | | | | PERSONAL & ADV INJURY | \$ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$ |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG | \$ |
| | <input type="checkbox"/> OTHER | | | | | | | \$ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR | | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | | \$ |
| | DEC <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | | | | AGGREGATE | \$ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input type="checkbox"/> N | | | | | | | |
| | (Mandatory in NH) | | | | | | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER | |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 2,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

All worksite employees working for INFINITY COMMUNICATIONS & CONSULTING INC, paid under ADP TOTALSOURCE, INC's payroll, are covered under the above stated policy.

CERTIFICATE HOLDER**CANCELLATION**

State of WV, Dept. of Administration
2019 Washington Street East
PO Box 50130
Charleston, WV 25305-0130

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services, Inc of Florida

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