



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 2

[List View](#)

## General Information

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

Procurement Folder: 1181103

Procurement Type: Central Master Agreement

Vendor ID: VS0000040736

Legal Name: Infinity Communications &amp; Consulting Inc.

Alias/DBA:

Total Bid: \$1,156,899.96

Response Date: 03/07/2023

Response Time: 17:21

Responded By User ID: Infinity CC

First Name: Dennison

Last Name: Winchell

Email: dwinchell@infinitycomm.com

Phone: 6617161840

SO Doc Code: CRFQ

SO Dept: 0402

SO Doc ID: EDD2300000001

Published Date: 3/1/23

Close Date: 3/8/23

Close Time: 13:30

Status: Closed

Solicitation Description: E-Rate Training and Advisory Services

Total of Header Attachments: 2

Total of All Attachments: 2



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:** 1181103  
**Solicitation Description:** E-Rate Training and Advisory Services  
**Proc Type:** Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2023-03-08 13:30	SR 0402 ESR03072300000004116	1

**VENDOR**  
 VS0000040736  
 Infinity Communications & Consulting Inc.

**Solicitation Number:** CRFQ 0402 EDD2300000001  
**Total Bid:** 1156899.959999999962747097015 **Response Date:** 2023-03-07 **Response Time:** 17:21:56  
**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	Year 1 -E-Rate and ECF Training & Advisory Services	12.00000	MO	6250.000000	75000.00

Comm Code	Manufacturer	Specification	Model #
80101508			

**Commodity Line Comments:** The cost per hour for all activities is \$100.00 per hour. The total per year is \$75,000.00 and \$6,250.00 per month.

**Extended Description:**

Year 1 -E-Rate and ECF Training & Advisory Service  
750 Hours Per Year - Annual Rate Billed Monthly

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Year 2 -E-Rate and ECF Training & Advisory Services	12.00000	MO	3958.330000	47499.96

Comm Code	Manufacturer	Specification	Model #
80101508			

**Commodity Line Comments:** The cost per hour for all activities is \$100.00 per hour. The total per year is \$47,500.00 and \$3,958.33 per month.

**Extended Description:**

Year 2 -E-Rate and ECF Training & Advisory Services  
475 Hours Per Year - Annual Rate Billed Monthly

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Year 3 -E-Rate and ECF Training & Advisory Services	12.00000	MO	2500.000000	30000.00

Comm Code	Manufacturer	Specification	Model #
80101508			

**Commodity Line Comments:** The cost per hour for all activities is \$100.00 per hour. The total per year is \$30,000.00 and \$2,500.00 per month.

**Extended Description:**

Year 3 -E-Rate and ECF Training & Advisory Services  
300 Hours Per Year - Annual Rate Billed Monthly

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	FTF Fall 2-Day Training	1.00000	EA	2000.000000	2000.00

Comm Code	Manufacturer	Specification	Model #
80101508			

**Commodity Line Comments:** The cost for the in-person training is based on travel and accommodations for two presenters. There is a guarantee of a minimum of one CEMP trainer and one trainer with extensive school background.

**Extended Description:**

Face To Face (FTF) Fall Two (2) Day Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Virtual Fall 2-Day Training	1.00000	EA	1600.000000	1600.00

Comm Code	Manufacturer	Specification	Model #
80101508			

**Commodity Line Comments:** The cost for the in-person training is based on the established hourly rate for two presenters. There is a guarantee of a minimum of one CEMP trainer and one trainer with extensive school background. The total cost for the virtual training is \$1,600.00.

**Extended Description:**

Virtual Fall Two (2) Day Training

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Half-Day Virtual Training	1.00000	EA	800.000000	800.00

Comm Code	Manufacturer	Specification	Model #
80101508			

**Commodity Line Comments:** The cost for the in-person training is based on the established hourly rate for two presenters. There is a guarantee of a minimum of one CEMP trainer and one trainer with extensive school background. The total cost for the virtual training is \$800.00.

**Extended Description:**

Half-Day Virtual Training (Per Training Meeting)

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Additional Hours	100.00000	EA	10000.000000	1000000.00

Comm Code	Manufacturer	Specification	Model #
80101508			

**Commodity Line Comments:** The cost per hour for all activities is \$100.00 per hour. The total per year is \$10,000.00 and \$833.33 per month.

**Extended Description:**

Additional hours per 4.1.1.4.8 is specifications.



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:** 1181103  
**Doc Description:** E-Rate Training and Advisory Services  
**Reason for Modification:**  
**Proc Type:** Central Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2023-02-21	2023-03-08 13:30	CRFQ 0402 EDD2300000001	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 Suite 102  
**Street :** Calloway Drive  
**City :** Bakersfield  
**State :** CA **Country :** USA **Zip :** 93312  
**Principal Contact :** Christian Baker  
**Vendor Contact Phone:** (661) 716-1840 **Extension:** 210

**FOR INFORMATION CONTACT THE BUYER**

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

Vendor  
 Signature X 

FEIN# 82-0573429

DATE

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 Department of Education, Office of Data Management & Information Systems to establish a contract for E-rate and ECF Training and Advisory Services to include: information resources, leveraging the vendor's experience and resources, providing expertise and advice to reduce risk and maximize results of the state's participation in the E-rate program per the attached specifications and terms and conditions.

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV US		DEPARTMENT OF EDUCATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 6 RM 550 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Year 1 -E-Rate and ECF Training & Advisory Services	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
80101508			

**Extended Description:**

Year 1 -E-Rate and ECF Training & Advisory Service

750 Hours Per Year - Annual Rate Billed Monthly

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E CHARLESTON WV US		DEPARTMENT OF EDUCATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 6 RM 550 CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Year 2 -E-Rate and ECF Training & Advisory Services	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
80101508			

**Extended Description:**

Year 2 -E-Rate and ECF Training & Advisory Services

475 Hours Per Year - Annual Rate Billed Monthly

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E		DEPARTMENT OF EDUCATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 6 RM 550	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Year 3 -E-Rate and ECF Training & Advisory Services	12.00000	MO		

Comm Code	Manufacturer	Specification	Model #
80101508			

**Extended Description:**  
Year 3 -E-Rate and ECF Training & Advisory Services  
300 Hours Per Year - Annual Rate Billed Monthly

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E		DEPARTMENT OF EDUCATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 6 RM 550	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	FTF Fall 2-Day Training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101508			

**Extended Description:**  
Face To Face (FTF) Fall Two (2) Day Training



INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E		DEPARTMENT OF EDUCATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 6 RM 550	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Virtual Fall 2-Day Training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101508			

**Extended Description:**  
Virtual Fall Two (2) Day Training

INVOICE TO		SHIP TO	
DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E		DEPARTMENT OF EDUCATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 6 RM 550	
CHARLESTON	WV	CHARLESTON	WV
US		US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
6	Half-Day Virtual Training	1.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101508			

**Extended Description:**  
Half-Day Virtual Training (Per Training Meeting)

**SCHEDULE OF EVENTS**

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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INVOICE TO	SHIP TO
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DEPARTMENT OF EDUCATION BLDG 6, RM 700 1900 KANAWHA BLVD E  CHARLESTON WV US	DEPARTMENT OF EDUCATION OFFICE OF TECHNOLOGY 1900 KANAWHA BLVD E, BLDG 6 RM 550 CHARLESTON WV US
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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
7	Additional Hours	100.00000	EA		

Comm Code	Manufacturer	Specification	Model #
80101508			

**Extended Description:**  
 Additional hours per 4.1.1.4.8 is specifications.

SCHEDULE OF EVENTS
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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## **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:

Submit Questions to:  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email:

**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 \_\_\_\_\_ 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:

SOLICITATION NO.:

BID OPENING DATE:

BID OPENING TIME:

FAX NUMBER:

**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:

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](http://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](http://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 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 wvOASIS 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 \_\_\_\_\_ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), 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 \_\_\_\_\_ 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 \_\_\_\_\_ 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.

**Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as \_\_\_\_\_), and continues until the project for which the vendor is providing oversight is complete.

**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.

**Construction:** This Contract is for construction activity more fully defined in the specifications.

**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 a 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:

**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 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: \_\_\_\_\_ 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: \_\_\_\_\_ 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.

**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. VENUE:** All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

**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 NON-CONFLICT:** Neither Vendor nor its representatives are permitted to have any interest, nor shall they 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.

Revised 11/1/2022

**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](mailto: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 heath, 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.

(Printed Name and Title) \_\_\_\_\_

(Address) \_\_\_\_\_

(Phone Number) / (Fax Number) \_\_\_\_\_

(Email address) \_\_\_\_\_

**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 this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; 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; 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.*

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Signature of Authorized Representative)

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

\_\_\_\_\_  
(Phone Number) (Fax Number)

\_\_\_\_\_  
(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.:

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)*

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2            | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3            | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> 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.

\_\_\_\_\_  
Company



\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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

REQUEST FOR QUOTATION  
E-Rate Training & Advisory Services

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**SPECIFICATIONS**

- 1. PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of the West Virginia Department of Education, Office of Data Management & Information Systems to establish a contract for E-rate and ECF Training and Advisory Services to include: information resources, leveraging the vendor's experience and resources, providing expertise and advice to reduce risk and maximize results of the state's participation in the E-rate program. Utilization of the services specified herein shall be limited to the WV Technology Officer, State E-rate Coordinator, and personnel as more fully described in these specifications.

**BACKGROUND:** The new WV State E-rate Coordinator will need training and advisory services (phone/email support) to facilitate the E-rate filing at the State level and to provide filing support to the school districts. As State E-rate Coordinator, they must be aware of any legislation or rulings related to the FCC and USAC, any orders or procedures, and numerous other events which occur related to the position. This RFQ requests assistance from a vendor to train this position so they may have the background knowledge and expertise to perform the job.

- 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 Services"** means E-rate and ECF Training and Advisory services as more fully described in these specifications.

**2.2 "Pricing Page"** means the pages, contained wvOASIS, upon which Vendor should list its proposed price for the Contract Services.

**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).

**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



REQUEST FOR QUOTATION  
E-Rate Training & Advisory Services

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- 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 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 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).
- 2.9 “Form 500”** means (Funding Commitment Adjustment Request Form) is used to submit changes to funding requests after USAC has issued commitments for those requests.
- 2.10 “FDCLs”** means Funding Commitment Decision Letters.
- 2.11 “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.
- 2.12 “NSLP”** means the National School Lunch Program
- 2.13 “Percent Needy”** means children who receive free and reduced lunch
- 2.14 “PIA”** mean Program Integrity Assurance
- 2.15 “ECF”** means Emergency Connectivity Funds
- 2.16 “EPC”** means E-rate Productivity Center (EPC) EPC is the account and application management portal for the Schools and Libraries (E-Rate) program. Applicants, consultants, and service providers participating in the E-Rate program use this tool to manage program processes and to submit questions.
- 2.17 “CIPA”** means Children’s Internet Protection Act (CIP)
- 2.18 “WVBE”** means West Virginia Board of Education (WVBE)
- 2.19 “Valid File”** means the state data file used to confirm the E-rate discount rates and entity eligibility for schools and libraries.

REQUEST FOR QUOTATION  
E-Rate Training & Advisory Services

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**3. QUALIFICATIONS:** Vendor, or Vendor's staff if requirements are inherently limited to individuals rather than corporate entities, shall have the following minimum qualifications and should submit proof with the bid. Proof may be requested prior to contract award if not submitted with the bid:

**3.1.** The Vendor must have a minimum of five (5) years of experience providing the services requested in Section 4, at the State Level. Compliance with experience requirement will be determined prior to contract award by the State through references provided by the Vendor upon request.

**3.2.** Vendor must provide a minimum of 3 references providing similar scope and size of work.

**3.3.** Vendor must provide a resume for the dedicated person(s) who will be providing the training and advisory services.

**3.4.** Vendor must be a certified member of E-MPA (E-rate Management Professionals Association).

**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 maintain a current level of knowledge of E-rate rules, regulations, and interpretations. It is expected that the Vendor, at its own 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.

**4.1.2** Vendor must provide the following E-rate and ECF Training and Advisory Services to the WV E-rate Coordinator and personnel:

**4.1.2.1 Year 1 Training/Advisory Services will be 750 hours of training.**

Vendor must provide step-by-step hands-on training via Microsoft Teams to the E-rate Coordinator. This includes but is not limited to:

**4.1.2.1.1** Assistance in navigating the USAC website and EPC system.

**REQUEST FOR QUOTATION**  
**E-Rate Training & Advisory Services**

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**4.1.2.1.2** Assistance in the review, filing, audit, and appeals related to the USAC.

**4.1.2.1.3** Assistance in filing an FCC Form 470 (this will include an RFQ/RFP and using WV Purchasing procedures and/or Policy 8200).

**4.1.2.1.4** Assistance in determining the discount rates using enrollment data and percent needy data and creation/review of the Valid File.

**4.1.2.1.5** Assistance with filing any and all FCC Forms as needed. This includes but is not limited to FCC Form 471, FCC Form 472, FCC Form 486, and FCC Form 500.

**4.1.2.1.6** Assistance with checking the status of WV schools E-rate funding requests.

**4.1.2.1.7** Assistance with checking for regulatory and program change proposals, USAC key decision, and other critical information that would impact WV filings.

**4.1.2.1.8** Assistance in the coordination of WV specific E-rate and ECF issues among other state E-rate Coordinators and USAC.

**4.1.2.1.9** Assistance with filing appeals to USAC on behalf of the WVDE.

**4.1.2.1.10** Assistance with the coordination of documents required for filing the State Internet Access E-rate application.

**4.1.2.1.11** Assistance with the review of all documents prior to submission by the WV State E-rate Coordinator to USAC or to the vendor(s).

**4.1.2.1.12** Assistance with E-rate and ECF audits.

REQUEST FOR QUOTATION  
E-Rate Training & Advisory Services

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**4.1.2.1.13** Assistance with PIA application review

**4.1.2.1.14** Assistance with CIPA Compliance

**4.1.2.1.15** Provide monthly Status Reports summarizing the work performed during the reporting period, work to be accomplished in subsequent reporting periods, and a summary of any issues or problems (real or anticipated).

**4.1.2.1.16** Email and telephone support for designated WVDE personnel must be available Monday through Friday, 8:00AM – 5:00PM EST, with a response within the next business day.

**4.1.2.2 Year 2 Training/Advisory will be 450 hours of training.**

**4.1.2.3 Year 3 Training/Advisory will be 300 hours of training.**

**4.1.2.4 Vendor must provide the following Training Services with the WV E-rate Coordinator to the Districts (currently 57 districts):**

**4.1.2.4.1** Attend Fall E-rate training with the E-rate Coordinator for district training (2 days). This training may be held either face to face (FTF) or virtually depending on funding and approval by State Superintendent. (Pricing page has separate commodity lines for the option FTF or Virtual).

**4.1.2.4.2** Provide assistance with developing training materials to support districts participating in the E-rate program.

**4.1.2.4.3** Provide guidance for items to include/discuss.

**4.1.2.4.4** Provide assistance with preparing and reviewing materials and documents.

**4.1.2.4.5** Provide information assistance for related needs/questions for the training.

**4.1.2.4.6** Provide assistance to the E-rate Coordinator to provide resources and support for the application of E-rate funding and compliance for the districts.

REQUEST FOR QUOTATION  
E-Rate Training & Advisory Services

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**4.1.2.4.7** Provide assistance to the E-rate Coordinator for optional half day virtual trainings to current and potential E-rate participants.

**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.

**5.2 Pricing Page:** Vendor should complete all commodity lines in wvoasis by entering the monthly charge per year and price per meeting. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Vendor should type or electronically enter the information into the Pricing Pages through wvOASIS, if available, or as an electronic document.

- 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 monthly or quarterly, in arrears, for services 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.
- 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. FACILITIES ACCESS:** Performance of Contract Services may require access cards and/or keys to gain entrance to Agency's facilities. In the event that access cards and/or keys are required:

REQUEST FOR QUOTATION  
**E-Rate Training & Advisory Services**

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- 9.1. Vendor must identify principal service personnel which will be issued access cards and/or keys to perform service.
- 9.2. Vendor will be responsible for controlling cards and keys and will pay replacement fee, if the cards or keys become lost or stolen.
- 9.3. Vendor shall notify Agency immediately of any lost, stolen, or missing card or key.
- 9.4. Anyone performing under this Contract will be subject to Agency's security protocol and procedures.
- 9.5. Vendor shall inform all staff of Agency's security protocol and procedures.

**10. VENDOR DEFAULT:**

**10.1.** The following shall be considered a vendor default under this Contract.

- 10.1.1. Failure to perform Contract Services in accordance with the requirements contained herein.
- 10.1.2. Failure to comply with other specifications and requirements contained herein.
- 10.1.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 10.1.4. Failure to remedy deficient performance upon request.

**10.2.** The following remedies shall be available to Agency upon default.

- 10.2.1. Immediate cancellation of the Contract.
- 10.2.2. Immediate cancellation of one or more release orders issued under this Contract.
- 10.2.3. Any other remedies available in law or equity.

REQUEST FOR QUOTATION  
E-Rate Training & Advisory Services

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**11. MISCELLANEOUS:**

**11.1. 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

**CRFQ 0402 EDD00000001**  
**West Virginia Department of Education**  
**Office of Data Management & Information Systems**




SUBMITTED TO:

Attention: Bid Clerk  
Department of Administration  
Purchasing Division  
2019 Washington Street E  
Charleston, WV 25305  
Phone: (304) 558-2306  
Email: joseph.e.hageriii@wv.gov

PRESENTED BY:

Dennison Winchell  
Client Support Manager  
661.716.1840  
661.899.2900  
[dwinchell@infinitycomm.com](mailto:dwinchell@infinitycomm.com)

 661.716.1840

 [www.infinitycomm.com](http://www.infinitycomm.com)

 P.O. Box 999 Bakersfield, CA 93302



## 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, of which 437 are represented in the E-Rate program. We take great pride in aiding schools districts, libraries, and consortiums across the country to receive maximum funding and help develop technology plans and roadmaps to achieve 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, 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 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 for 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 Services department is dedicated to understanding, assisting, and conducting the filing of all E-Rate related documentation for our clients. The staff 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 provide 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 projects are completed thoroughly and detailed completely. Infinity employs 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).

## TABLE OF CONTENTS

Executive Summary .....	2
Letter of Interest/Transmittal .....	4
Firm Information .....	5
History.....	5
Collaboration.....	5
Resumes.....	5
Claims Filed Against .....	6
Continuing Education .....	6
Permanent Employees .....	6
Financial Resources.....	7
Description of Services .....	8
E-Rate Consulting.....	<b>Error! Bookmark not defined.</b>
E-Rate Application Management .....	8
Request for Proposal (RFP) Management Services .....	9
Audit Assistance .....	9
Excluded from Infinity’s Service Offering .....	9
Prior Relevant Experience.....	10
E-Rate Project History.....	11
Conflict of Interest.....	15
Current Work Commitments .....	15
Price Proposal.....	<b>Error! Bookmark not defined.</b>
Fee Schedule .....	<b>Error! Bookmark not defined.</b>
Additional Services Fees .....	<b>Error! Bookmark not defined.</b>
Design Services and Project Administration Services .....	<b>Error! Bookmark not defined.</b>
Standard Rates and Charges.....	<b>Error! Bookmark not defined.</b>
Reimbursable Expense Schedule.....	<b>Error! Bookmark not defined.</b>
Insurance Certificates.....	16-23
Attachments.....	24-35

## LETTER OF INTEREST/TRANSMITTAL

On behalf of the management staff at Infinity Communications & Consulting, Inc. we are pleased to present this proposal to the West Virginia Department of Education, Office of Data Management & Information Systems for E-Rate Consultant Services. Infinity is the third largest E-rate consulting firm in the United States and has more than 20-years' experience coordinating collaboratively with the Department of Education 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 school E-Rate filing projects since our firm was established in 2003.

We feel privileged to represent 450 plus public-school Department of Educations throughout the United States and its Territories. Our services include developing budgets, developing Department of Education 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 31 people, and we would provide the West Virginia Department of Education, Office of Data Management & Information Systems with a dedicated team of staff members to support the Department of Education in navigating the E-Rate funding process. The dedicated team includes an E-Rate compliance manager, E-Rate 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 Department of Education, Office of Data Management & Information Systems 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 West Virginia Department of Education, Office of Data Management & Information Systems as their E-Rate Consultant. This submittal is valid for 120 days from the RFP response deadline of March 7, 2023.

Primary Contact for Project,

Mr. Dennison Winchell  
Client Support Manager  
Infinity Communications & Consulting, Inc.  
4909 Calloway Drive, Suite 102  
Bakersfield, California 93312  
Office: (661) 716-1840  
Cell: (661) 889-2900  
[dwinchell@infinitycomm.com](mailto:dwinchell@infinitycomm.com)

## FIRM INFORMATION

### HISTORY

Infinity Communications & Consulting, Inc. began in 2003 as an S-Corporation and has operated as such ever since. In 2017, the 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. Upon the retirement of Mr. Brakeman in 2021, Infinity retained the services of the new CEO Martin Skiby along with the operational leadership of the Chief Operations Officer, Christian Baker. Infinity has been in business for 20 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 Department of Education staff to provide the Department of Education with 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 Department of Education staff members' calendar. Infinity staff are trained to work with Department of Education staff members ranging from the Superintendent to the help desk tech support and facilities. Infinity understands that the Department of Educations have many moving parts and that not one person has all the answers. Infinity works with Department of Education staff to convey any requirements that are needed, as well as assist with research on where to find information.

### RESUMES

Below is a brief description of each person that will be a part of the Project Staff for West Virginia Department of Education, Office of Data Management & Information Systems and their role in the project. See the attached resumes for each person on the Infinity Project Staff.

#### **MAIN POINT OF CONTACT**

##### **CHRISTIAN BAKER – CHIEF OPERATIONS OFFICER**

Christian has worked as a Director of Information Technology Director in several school district in Southern California and has over 20 years of experience working in the education environment. He has detailed knowledge and insight into procurement, bond programs, and board policy. He has experience in Crisis and Disaster Management and recovery efforts. He is certified by the State of California as a Chief Business Officer and Chief Technology Officer, allowing him to have insight into both the technical and business aspects of education.

##### **Dennison Winchell –Client Support Manager**

Dennison has worked in public education for more than 20 years in various roles. He has taught special education in all grades, including extended high school for students up to the age of 22. He has been a site administrator and a district office administrator in special education and as Assistant Superintendent of Curriculum, Instruction, and Technology. He brings with him years of administration experience in communicating with staff members, parents, students, and other administrators.

##### **Katelynn Cleveland – Inside Sales Manager**

Katelynn is the Inside Sales Supervisor at Infinity Communications & Consulting. Katelynn has worked for Infinity for over 10 years and has been in Customer Service for over 16 years. She is known for her customer care, being detail-oriented and having a vibrant personality. Katelynn is a California Public Notary. Her experience expands across Administration, Accounting, Technology and Sales.

##### **BRITTANY MOSQUEDA – E-RATE COMPLIANCE OFFICER – E-MPA CERTIFIED**

Brittany oversees the Compliance Department at Infinity and will serve as oversight for all filings for this project. Brittany has more than eight years of E-Rate filing experience and has been E-MPA certified for more than two years. Brittany is responsible for the review of all PIA and PQA submissions to USAC, as well as conducting all appeals and audit requests.

### **CORINNA HERRING – E-RATE SPECIALIST MANAGER**

Corinna leads our team of E-Rate specialists throughout the E-Rate process. Her team of specialists are comfortable working in a fast-paced environment and is prepared to assist all of Infinity's clients with any questions regarding the E-Rate process. Corinna has more than 10 years of E-Rate filing and management experience and is a crucial piece to the Infinity team.

### **JOHN CLEVELAND – DESIGN DEPARTMENT MANAGER**

John Cleveland is the Design Department Manager at Infinity Communications & Consulting. John has worked in the technology and communications industry for over 30 years. He is highly respected for his knowledge and focus on detail while working with customers and vendors. His experience spans areas such as engineering, design, installation, and project management.

### **SARAH STOREY – LEAD, COMPLIANCE AND CLIENT SERVICES, CERTIFIED E-RATE MANAGEMENT PROFESSIONAL**

Sarah will be the lead contact for all E-Rate inquiries for the Department of Education. Sarah will be the person responsible for filing all documentation with USAC for E-Rate funding and following the funding through the entire process. Sarah oversees a team of E-Rate Specialists that create RFP's, conduct procurement according to state and USAC rules.

## **CONTINUING EDUCATION**

Infinity is committed to continuing the education of the entire staff. Infinity provides access to industry standard training provided by leaders in the technology, education, and financial industries. Infinity staff are afforded opportunities to advance their professional education through company trainings, manufacturer trainings, and attending conferences focused on expanding education for E-Rate and procurement.

## **PERMANENT EMPLOYEES**

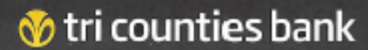
Infinity currently employs 31 full-time employees. 29 employees are in our headquarters in Bakersfield, CA. One employee is remote and is in Northern California and one employee is located in New Jersey.

Infinity employs 11 full time E-Rate Specialists, one full time E-Rate Compliance Officer, four full time Business Development Managers, nine full time members of our Technology Design and Project Administration team, 4 members of our Management team, and two C-Level Administrators and one full time Office Coordinator. Infinity employs two Certified E-Rate Management Professionals (CEMPs).

## **CLAIMS FILED AGAINST**

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

## Financial Resources



February 14, 2023

Martin Skiby  
Infinity Communications & Consulting, Inc.  
4909 Calloway Drive Suite 102  
Bakersfield, CA 93312

To Whom It May Concern:

Infinity Communications & Consulting, Inc., maintains both a deposit and borrowing relationship with Tri Counties Bank. The banking relationship was established in 2017. Infinity Communications maintains an average checking account balance in the mid six figures. They also have a line of credit with Tri Counties Bank with available credit in the mid six figures currently at a zero balance.

The accounts have all been handled in an excellent manner. Please contact the undersigned at 661-809-8028 if I can be of further service to this valued customer.

Sincerely,

A handwritten signature in black ink, appearing to read 'Phil McLaughlin'.

Phil McLaughlin  
Senior Vice President  
Commercial Regional Manager



## DESCRIPTION OF SERVICES

### E-RATE CONSULTING AND TRAINING YEARS ONE THROUGH THREE

The following items will be available for training of staff and District's, as well as being used to assist in developing ongoing training for use by the West Virginia Department of Education, Office of Data Management & Information.

**Client Access:** Infinity will be available to the applicant by phone, email, virtual meeting, or in-person to address E- Rate related issues or questions. Calls and/or emails are typically returned within a 24 hour timeframe. The applicant will provide Infinity with a minimum of 5 days' notice of a request for onsite visitation.

**Program Updates:** Infinity will provide updates to the applicant on changes in the E-Rate process, and help staff take advantage of newly eligible products and/or services when available. Our goal is to ensure the Applicant has a full understanding of the E-Rate program rules and guidelines specific to each Applicant.

**Program Compliance:** Infinity will assist the applicant to verify that USAC/E-Rate program rules are being followed and if necessary, provide guidance on new processes or procedures to ensure program compliance regarding bidding process/procurement, bid evaluations, CIPA compliance, technology budget and document retention.

- a. Document Retention Rules
- b. Defining Service Provider Interaction with Applicants
- c. E-rate Forms (Forms 470, 471 and Form 486)
- d. Eligible Services List
- e. Children's Internet Protection Act (CIPA)
- f. Lowest Corresponding Price (LCP) Rules
- g. Assistance with E-rate Productivity Center (EPC) Issues
- h. Responding to Bids based upon USAC Guidelines
- i. Assistance with Contract language
- j. Billed Entity Applicant Reimbursement Forms (Form 472)
- k. Service Provider Invoice (SPI) Forms (Form 474)
- l. Invoice Filing Deadlines
- m. Service Provider Confidentiality Rules
- n. E-rate Website Tools

**EPC Portal Guidance:** Infinity is available to provide guidance and instructions to the applicant for any EPC portal related navigation issues. Infinity keeps up to date on all portal changes as it is an ever-evolving system

### E-RATE APPLICATION MANAGEMENT

1. Infinity will assist the Client to determine a Filing Strategy that best meets the Client's needs to maximize the Client's E-Rate funding opportunities.
2. Infinity will prepare the required 'Item 21 Attachment Sheet', by: review one (1) month of the Client's bills from eligible Service Providers to determine an estimated annual funding request, review of Client's current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services.
3. Infinity will prepare and file all required forms required by USAC's Schools and Libraries Division to receive E-Rate Category One Telecommunications and Internet Access funding and Category Two Internal Connections funding.
4. Infinity will assist the Client in responses to and delivery of the required documentation for USAC's 'Program Integrity Assurance' (PIA) information requests.
5. Infinity will prepare the Service Provider's required forms ("Discount Grids") to have the Client's eligible discounts added to the monthly Service Provider Bills (SPI Method) or prepare and file the Form 472 (BEAR Method) to have a reimbursement check issued for the eligible discount amount.

6. Infinity will provide the Client with progress status updates on applications, review, and modifications, for the Client's open funding requests.

## **REQUEST FOR PROPOSAL (RFP) MANAGEMENT SERVICES**

1. Infinity will review all RFP documents provided by the Client for Category One and Category Two services for compliance with Local/State and E-Rate program procurement requirements. If newspaper publication is required, Infinity will assist the Client with compliance at least 20 days prior to receipt of responses to the Form 470.
  - a. Additionally, Infinity can prepare RFP's for both Category One and Category Two projects. Infinity has completed 1,000's of RFP's for our clients over the past 18 years. If the Client would like to have Infinity prepare RFP documents for Category One and Category Two, this service is included in our base fee. Additional services are available, please see the Pricing Schedule for additional information regarding pricing.
2. Infinity will distribute and track, in electronic form only, the "RFP Documents" to prospective bidders through Infinity's "Projects" website and the USAC EPC portal.
3. Infinity will coordinate with the Client and distribute project clarification(s) and/or addenda(s) to address questions from prospective bidders.
4. Infinity will coordinate with the Client the opening of bid response(s). All bid openings will be held at Infinity's office, unless otherwise agreed upon between the Client and Infinity.
5. Infinity will evaluate all bid responses based on the E-Rate programs requirements for the "Evaluation of Bids" and provide the Client with the recommendations for the award of contract(s).
6. Infinity will collect the documents necessary for the award of contract(s) from the successful bidder(s) and coordinate the delivery to the Client for execution.

## **AUDIT ASSISTANCE**

1. Infinity will maintain a copy of all documents required for the 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.
2. Infinity will assist the Client in the preparation and delivery of the Auditor requested documentation.
3. Infinity will represent the Client during all E-Rate Audits. This includes all on-site meetings or virtual meetings, as required.

## **EXCLUDED FROM INFINITY'S SERVICE OFFERING**

1. Technology System Design
2. Project Engineering
3. Computer Drafting or Blueprint Drawing Creation
4. Technical Specification Writing Services
5. On-Site Services other than those covered by the E-Rate Consulting services.
  - a. 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.



## PRIOR RELEVANT EXPERIENCE

Infinity has worked with many schools, county offices of education, libraries and tribal nations since opening in 2003. Many of our school Department of Educations are in areas where community involvement is very engrained in the fabric of the Department of Education. In these instances, Infinity works closely with the Department of Education staff to determine the level of involvement the community will have in ongoing E-Rate projects. Infinity can provide public presentations at board meetings and separate community meetings to educate and inform the community on how E-Rate works and how it is beneficial to the Department of Education.

Infinity works with all our clients to ensure that Department of Education budgets and expectations are met and works diligently to mitigate any unforeseen issues. Infinity works closely with Department of Education staff to make sure there is a clear understanding from both the Client and Infinity regarding budgetary items for both Category One and Two. As an additional service, Infinity can work with the Department of Education staff to complete a wholistic budget when estimating Category Two projects. This approach allows for Clients to estimate not only the total cost of the project, but also estimate the E-Rate discounts that will be applied, and any overages that may occur for ineligible items. This budgetary approach allows Clients to have an estimated "Out-Of-Pocket" budget rather than just an overall total. Please see the cost associated with this service in the fee schedule.

Infinity has been successfully filing E-Rate funding requests for 18 years and our processes have changed many times along the way. Infinity staff are dedicated to ensuring the completion of filings for each of our clients every year. Over the past few years, since the inception of the EPC portal, Infinity staff have changed our processes on a regular basis to ensure we are filing in the most effective manner. On a bi-annual basis, the E-Rate Specialist staff gather to review the filing process, and make changes as needed to make the process more streamlined. Year after year Infinity staff have found that the changes have reduced the time it takes to successfully file. Over the past five years, these changes have reduced the time required and allowed for staff to be more efficient. Infinity has not missed a single filing deadline since it began.

## E-RATE PROJECT HISTORY

Listed below are 20 of the most recent projects Infinity has completed for both Category One and Category Two. The project consultant for all projects is Infinity Communications & Consulting, Inc.

### **SOUTH SAN FRANCISCO UNIFIED SCHOOL DEPARTMENT OF EDUCATION** **\$4.5 MILLION**

Category Two – Fiber and Copper Network Infrastructure Upgrade, LAN/WLAN Upgrade

Contact: Joseph Siam, Dir. of Information Technology

E-mail: [jsiam@ssfusd.org](mailto:jsiam@ssfusd.org)

Phone: (650) 877-5230

Firm Contact: Kyle Gallemore

E-mail: [kgallemore@infinitycomm.com](mailto:kgallemore@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: South San Francisco USD currently operates 17 campuses and multiple non-instructional facilities. Infinity coordinated with Department of Education staff to complete on-site physical evaluations and remote network assessments of each system. The duration of the project was approximately 8 months from the first on-site visit to final design and Form 471. Infinity was also contracted to provide full-time Project Administration during the construction of the infrastructure upgrade as well as the network work upgrade. Construction has already begun and is expected to be completed at the end of the year 2021.

### **LONG BEACH UNIFIED SCHOOL DEPARTMENT OF EDUCATION** **\$1 MILLION/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Matthew Woods, Dir. of Technology

E-Mail: [mwoods@lbschools.net](mailto:mwoods@lbschools.net)

Phone: (562) 997-8605

Firm Contact: Sarah Storey

E-Mail: [sstorey@infinitycomm.com](mailto:sstorey@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Long Beach USD as a client for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education, including Category One and Two. For Category One services Infinity files for Internet access, transport, and their Wide Area Network.

### **WEST CONTRA COSTA UNIFIED SCHOOL DEPARTMENT OF EDUCATION** **\$2.3 MILLION/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Tracey Logan, Dir. of Technology

E-Mail: [tracey.logan@wccusd.net](mailto:tracey.logan@wccusd.net)

Phone: (510) 231-1123

Firm Contact: Brittany Mosqueda

E-Mail: [bmosqueda@infinitycomm.com](mailto:bmosqueda@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving West Contra Costa USD as a client for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

### **DUBLIN UNIFIED SCHOOL DEPARTMENT OF EDUCATION** **\$716,211/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Max Eissler, Dir. of Technology

E-Mail: [eisslermax@dublinusd.org](mailto:eisslermax@dublinusd.org)

Phone: (925) 828-2551

Firm Contact: Bryanda Ramirez

E-Mail: [bramirez@infinitycomm.com](mailto:bramirez@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving Dublin USD as a client for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

### **FREMONT UNIFIED SCHOOL DEPARTMENT OF EDUCATION** **\$1.2 MILLION/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Lucas Bogle, Chief Technology Officer

E-Mail: [lbogle@fusdk12.net](mailto:lbogle@fusdk12.net)

Phone: (510) 657-2350

Firm Contact: Corinna Herring

E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving Fremont USD as a client for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**SAN JOSE UNIFIED SCHOOL DEPARTMENT OF EDUCATION**

**\$558,234/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Patrick Scanlan, Dir. Technology and IS

Firm Contact: Corinna Herring

E-Mail: [pscanlan@sjsud.org](mailto:pscanlan@sjsud.org)

E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (408) 535-6000

Phone: (661) 716-1840

Scope of Work: Infinity has been serving San Jose USD as a client for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**SAN JOAQUIN COUNTY OFFICE OF EDUCATION**

**\$685,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Robert Tipton, IT, Network Coordinator

Firm Contact: Corinna Herring

E-Mail: [wtipton@sicoe.net](mailto:wtipton@sicoe.net)

E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (209) 468-9168

Phone: (661) 716-1840

Scope of Work: Infinity has been serving San Joaquin County Office of Education as a client for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**REDWOOD CITY SCHOOL DEPARTMENT OF EDUCATION**

**\$523,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Kyle Brumbaugh, Dir. of Technology

Firm Contact: Corinna Herring

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E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (650) 482-2257

Phone: (661) 716-1840

Scope of Work: Infinity has been serving Redwood City School Department of Education as a client for more than 5 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**BAKERSFIELD CITY SCHOOL DEPARTMENT OF EDUCATION**

**\$513,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: John Deaton, Dir. of Information Technology

Firm Contact: Corinna Herring

E-Mail: [deatonj@bcasd.com](mailto:deatonj@bcasd.com)

E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (661) 631-4847

Phone: (661) 716-1840

Scope of Work: Infinity has been serving Bakersfield City School Department of Education as a client for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**WASHINGTON OFM K20 CONSORTIUM**

**\$6+ MILLION/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Tom Carroll, Program Manager

Firm Contact: Corinna Herring

E-Mail: [tomc@k20wa.org](mailto:tomc@k20wa.org)

E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (360) 902-4190

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Washington OFM K20 Consortium for more than 4 years. Each year Infinity provides all E-Rate filing for the all the customers of the consortium, more than 80 schools and libraries. Infinity files for Internet access, transport, and their Wide Area Network.

**SAN BERNARDINO COUNTY SUPERINTENDENT OF SCHOOLS**

**\$545,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Tricia Lawson, JPA Finance Manager

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Phone: (909) 386-9600

Firm Contact: Bryanda Ramirez

E-Mail: [bramirez@infinitycomm.com](mailto:bramirez@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the San Bernardino Superintendent of Schools for more than 2 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**SAN BERNARDINO DIOCESAN SCHOOLS CONSORTIUM**

**\$155,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Austin Conley, Dir. of Advancement

E-Mail: [aconley@sbdiocese.org](mailto:aconley@sbdiocese.org)

Phone: (909) 475-5300

Firm Contact: Bryanda Ramirez

E-Mail: [bramirez@infinitycomm.com](mailto:bramirez@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the San Bernardino Diocesan Schools Consortium for more than 2 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**PANAMA-BUENA VISTA UNIFIED SCHOOL DEPARTMENT OF EDUCATION**

**\$628,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Brook McKnight, Dir. of Technology

E-Mail: [bmcknight@pbvusd.net](mailto:bmcknight@pbvusd.net)

Phone: (661) 931-8331

Firm Contact: Corinna Herring

E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Panama-Buena Vista Unified School Department of Education for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**INGLEWOOD UNIFIED SCHOOL DEPARTMENT OF EDUCATION**

**\$412,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Terri Wheeler, Exe. Dir. Technology

E-Mail: [twheeler@inglewood.k12.ca.us](mailto:twheeler@inglewood.k12.ca.us)

Phone: (310) 419-2731

Firm Contact: Tiffany Collins

E-Mail: [tcollins@infinitycomm.com](mailto:tcollins@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Inglewood Unified School Department of Education for more than 3 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**SAN DIEGO COUNTY OFFICE OF EDUCATION**

**\$245,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Tammy Carpowich, Sr. Dir. Media and Creative

E-Mail: [tammy.carpowich@sdcoe.net](mailto:tammy.carpowich@sdcoe.net)

Phone: (858) 290-5592

Firm Contact: Bryanda Ramirez

E-Mail: [bramirez@infinitycomm.com](mailto:bramirez@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the San Diego County Office of Education for 1 year. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**CHAFFEY UNION HIGH SCHOOL DEPARTMENT OF EDUCATION**

**\$319,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Mike Bement, Dir. Information Technology

E-Mail: [mike.bement@cjuhsd.net](mailto:mike.bement@cjuhsd.net)

Phone: (909) 988-8511

Firm Contact: Sarah Storey

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Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Chaffey Joint Union High School Department of Education for more than 5 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**VENTURA COUNTY OFFICE OF EDUCATION**

**\$160,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Julie Judd, Chief Technology Officer

E-Mail: [jjudd@vcoe.org](mailto:jjudd@vcoe.org)

Phone: (805) 383-1966

Firm Contact: Sarah Storey

E-Mail: [sstorey@infinitycomm.com](mailto:sstorey@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Ventura County Office of Education for more than 5 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**VENTURA UNIFIED SCHOOL DEPARTMENT OF EDUCATION**

**\$106,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Genevieve Gilmore, Purchasing

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Phone: (805) 641-5000

Firm Contact: Sarah Storey

E-Mail: [sstorey@infinitycomm.com](mailto:sstorey@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Ventura Unified School Department of Education for more than 5 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**WALNUT VALLEY UNIFIED SCHOOL DEPARTMENT OF EDUCATION**

**\$240,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Ryan Gaviola, IT Director

E-Mail: [rgaviola@wvusd.k12.ca.us](mailto:rgaviola@wvusd.k12.ca.us)

Phone: (909) 595-1261

Firm Contact: Sarah Storey

E-Mail: [sstorey@infinitycomm.com](mailto:sstorey@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Walnut Valley Unified School Department of Education for more than 5 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

**KINGS CANYON UNIFIED SCHOOL DEPARTMENT OF EDUCATION**

**\$750,000/YEARLY**

Category One – Internet Access, Transport and WAN

Contact: Jerry Edmonds, Technology Coordinator

E-Mail: [jedmonds@kcsd.com](mailto:jedmonds@kcsd.com)

Phone: (559) 305-7044

Firm Contact: Corinna Herring

E-Mail: [cherring@infinitycomm.com](mailto:cherring@infinitycomm.com)

Phone: (661) 716-1840

Scope of Work: Infinity has been serving the Kings Canyon Unified School Department of Education for more than 10 years. Each year Infinity provides all E-Rate filing for the Department of Education. Infinity files for Internet access, transport, and their Wide Area Network.

## **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 450 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.



