

APPROVED FOR
BY SUPERINTENDENT'S OFFICE
6-27-17
Date
Signature

TITLE: APPROVAL OF AGREEMENT A18.053 FOR ADMINISTRATION OF SECURITY CAMERA, RADIO/REPEATER, AND MDF/IDF FIBER PROJECTS BETWEEN SIMI VALLEY UNIFIED SCHOOL DISTRICT AND INFINITY COMMUNICATIONS AND CONSULTING

Business & Facilities
Consent #13

June 27, 2017
Page 1 of 1

Prepared by: Ron Todo, Associate Superintendent
Business & Facilities

Background Information

On March 8, 2017, a Request for Qualifications (RFQ) was advertised seeking responses from firms for the development of Information Technology projects, including project administration. The specific projects identified were the design of a new district-wide security camera system for the district's school sites, a radio/repeater system, and district-wide internal fiber replacement between MDF and IDF network cabinets. Two responses were received. A review was performed by a selection committee consisting of district staff, scoring responses in various categories. The firm that received the highest score for project administration is Infinity Communications and Consulting.

Fiscal Analysis

The estimated cost for project administration is \$235,000.00 per the attached agreement, Exhibit "A". These Project Administration Services will be funded by Measure X.

Recommendation

It is recommended that the Board of Education approve Agreement A18.053 for Administration of Security Camera, Radio/Repeater, and MDF/IDF Fiber Projects with Infinity Communications and Consulting

On a motion # 262 by Trustee Blough, seconded by Trustee LaBelle and carried by a vote of 4/0/1, the Board of Education approved, by roll-call vote, Agreement A18.053 for Administration of Security Camera, Radio/Repeater, and MDF/IDF Fiber Projects with Infinity Communications and Consulting

Motion # 262 Ayes: Blough, LaBelle, Lundstrom, Daniels; Noes: 0; Absent: White; Abstain: 0

Absent: 1 Abstained: 0

AGREEMENT A18.053 FOR CONSULTANT SERVICES

AGREEMENT made as of the 28th day of June, 2017,

between the District:

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

and the Consultant:

Infinity Communications and Consulting
4909 Calloway Drive, Suite 102
Bakersfield, Ca 93312

WHEREAS, from time to time the District undertakes the design and/or construction of public works of improvement ("Projects").

WHEREAS, in connection with the design and/or construction of Projects, the District desires to obtain certain consulting services, as more particularly identified and described in this Agreement ("Consultant Services").

WHEREAS, Consultant is duly qualified and capable of providing and performing the Consultant Services set forth herein, and is properly licensed for any portion of the Consultant Services for which a license is required under California law.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the District and Consultant agree as follows:

- 1.1 **Scope of Consultant Services.** The Consultant Services under this agreement are for administration of security camera, radio/repeater, and MDF/IDF fiber projects identified on the attached Proposal from Consultant dated June 9, 2017, (Attachment "A" to this Agreement). The Consultant shall provide all personnel, materials, tools, equipment, services, transportation, and other items necessary to timely and completely provide and perform the Consultant Services.
- 1.2 **Consultant Independent Contractor; Limited Consultant Agency.** In providing services under this Agreement, the Consultant is an independent contractor to the District. The express terms of this Agreement set forth the limited extent to which the Consultant is authorized to act as an agent or representative of the District. The Consultant shall be liable to the District and third parties for the consequences of its conduct which exceed the express limited scope of the Consultant to act on behalf of the District.
- 1.3 **California Licensed Professional.** The undersigned Consultant certifies that: (a) it is currently and duly licensed to performing the Work of the Agreement; and (b) that such license shall be in full force and effect throughout the duration of the performance of the Work under this Agreement.
- 1.4 **Consultant Standard of Care.** The Consultant Services shall be performed and provided by Consultant: (a) using the Consultant's best skill and attention; (b) with due care and in accordance with applicable standards of professional care for the those providing similar

services for work similar in size, scope and complexity; and (c) in accordance with applicable laws, rules and regulations.

- 1.5 **Personnel.** Personnel identified by the Consultant for portions of the Consultant Services shall be subject to the District's approval and other approvals required by applicable law, rule, or regulation. At all times while at the Site or any District owned/operated facility, the Consultant's personnel and Subconsultant's personnel, if any, shall comply with all applicable District rules, regulations and policies. Personnel who violate the District's rules, regulations and policies may be prohibited from access to the Site or other District owned/operated facilities in the sole discretion of the District. If the District exercises discretion pursuant to the foregoing, the effects of the removal of such personnel shall not result in adjustment of the Contract Price hereunder.
- 1.6 **Subconsultants.** Consultant will not be prohibited from employing additional workers or Subconsultants necessary for the completion of this Agreement. However, these individuals must be fully qualified to complete their assigned tasks and shall not be employees of the District. The Work of each Subconsultant shall be set forth in a written Subcontract agreement incorporating by reference this Agreement; Subconsultant agreements shall be made available to the District for review upon request of the District. The Consultant is responsible to the District for the acts, omissions and other conduct of Subconsultants. Each Subconsultant shall maintain Workers Compensation/Employers Liability Insurance and Commercial General Liability Insurance as required by the Contract for Labor and Materials.
- 1.7 **Subconsultants DIR Registered Contractor Status.** To the extent required by law, Contractor and Subconsultants must be DIR Registered Contractors when submitting a Proposal and performing work under this Agreement. The foregoing notwithstanding, a Proposal is not subject to rejection for non-responsiveness if such Subconsultant(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2).
- 1.8 **Basic Services Schedule.** Work to be completed expeditiously as consistent with professional skill and care and the orderly progress of services and with approval by District for each phase.

2 CONTRACT PRICE.

- 2.1 **Contract Price for Consultant Services.** The Contract Price for Consultant Services is a not-to-exceed cost of Two Hundred Thirty Five Thousand Dollars (\$235,000.00) per the attached Proposal (Attachment "A") from Consultant dated June 9, 2017.
- 2.2 **Reimbursable Expenses.** The Contract Price for the Consultant Services represents the maximum amount due from the District to the Consultant for the Consultant Services, including the fee of the Consultant and any Subconsultant, personnel expenses (including all benefits and burdens), travel for the Consultant, Subconsultants, their employees and others providing any part of the Consultant Services to and from their respective offices or homes and the site(s) of a Project, the District's Administrative Offices and travel within the Counties of Los Angeles, Ventura, Orange, Kern and Santa Barbara. Unless authorized in advance in writing by the District, there shall be no expenses, costs or other charges arising out of or related to providing Basic Services or authorized Additional Services under this Agreement ("Reimbursable Expenses") which are reimbursable to the Consultant. Any reimbursable expenses shall require written approval by the District prior to Consultant incurring such expenses. No reimbursement shall be allowed for Legal Counsel or airfare. No reimbursement shall be allowed for the daily services including daily auto travel, phone, and meals.
- 2.3 **Additional Services.** The services described in this Paragraph 2.3 are in addition to the Consultant Services referred to elsewhere in this Agreement, and are, "Additional Services." Additional Services include: (a) services provided by the Consultant which are different from or in addition to those described elsewhere in this Agreement; or, (b) services required after the termination of this Agreement, except to the extent that such services are due to the fault or

neglect of the Consultant. If the District authorizes the Consultant to perform or provide any Additional Services, the compensation to the Consultant for such Additional Services shall be determined by one of the following methods, at the District's sole discretion: (a) the amount of time expended by personnel of the Consultant or its Subconsultants in providing authorized Additional Services, at the hourly rate set forth in the attached proposal dated June 9, 2017 (Attachment A), or as mutually agreed to by the District and the Consultant.

- 2.4 **Prevailing Wages.** If required by applicable law, rule or regulation, the Consultant's payments to personnel providing or performing labor shall be at least the prevailing wage rate established for the type of service provided; if prevailing wage rates apply to any personnel performing or providing labor for the Services of this Agreement, the obligation for compliance rests solely with the Consultant without adjustment of the Contract Price.

3 CONSULTANT BILLINGS

- 3.1 **Consultant's Monthly Billings.** During the Term of this Agreement, the Consultant will submit monthly billings for payment of the Contract Price. The Consultant's billings shall: (i) identify each member of the Consultant's personnel who performed any Basic Services or authorized Additional Services in the preceding month; (ii) a detailed description of the services, tasks or other activities for each time entry; (iii) time entries shall be in increments of no more than one-quarter hour; and (iv) limited by the amount(s) allocated to each Phase of the Consultant's Basic Services for the Project, or portions thereof.

- 3.2 **District Payment.** Within thirty (30) days of receipt of Consultant's billing invoices, District will make payment to Consultant of undisputed amounts of the Contract Price due for Consultant Services, allowable Reimbursable Expenses and authorized Additional Services. The District may withhold or deduct from amounts otherwise due Consultant hereunder if Consultant fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages or losses sustained by the District resulting therefrom. If at any time the District does not pay to Consultant all sums invoiced, District shall within thirty (30) days of the Consultant's submission of its billing invoice, provide Consultant with written documentation describing the basis for the District's withhold or deduction of the Contract Price and shall pay the balance of Consultant's invoice not subject to withholding or deduction.

- 3.3 **Consultant's Payments.** The Consultant shall promptly pay its employees, Subconsultants, and others performing or providing Consultant Services upon receipt of payments of the Contract Price from the District. If required by applicable law, rule or regulation, the Consultant's payment to personnel providing or performing Consultant Services shall be at least the prevailing wage rate established for the type of service provided. If prevailing wage rates apply to any personnel performing or providing Consultant Services, the obligation for compliance rests solely with the Consultant.

- 3.4 **Withholding.** District shall not withhold or set aside any money on behalf of the Consultant for federal income tax, state income tax, state sales or use taxes, social security tax, unemployment insurance, disability insurance or any other federal or state fund whatsoever. It shall be the sole responsibility of Consultant to account for all of the above. Payments to Consultant pursuant to this Agreement will be reported to Federal and State taxing authorities as required by law. The provisions of this section shall not apply if it is determined by District that payment must be made through Payroll in compliance with IRS guidelines.

- 3.5 **Changes or Alterations.** This Agreement may be modified or amended at any time by written mutual agreement of the parties. No changes, alterations or variations of any kind to this agreement are authorized, however, without the written consent of the District. Only the District's Associate Superintendent of Business & Facilities, or designee within their delegated

authority, as defined by District policy, may authorize extra and/or changed work. The parties expressly recognize that other District personnel are without authorization to either direct Consultant to perform or provide extra and/or change work or waive contract requirements. The Consultant shall not be entitled to any compensation whatsoever for the performance of such unauthorized extra and/or change work.

4 INSURANCE; INDEMNITY

4.1 Consultant Insurance. At all times during performance of Consultant Services, the Consultant and each of its Subconsultants shall maintain policies of insurance in the minimum coverage amounts set forth in this Agreement. The minimum coverage amounts of each policy of insurance to be obtained and maintained by the Consultant while providing or performing Services in connection in or about the District shall be as set forth in Section 4.2, below. Policies of insurance required of the Consultant will be accepted by the District only if the insurer(s) are: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

4.2 Coverage. Minimum coverage amounts for policies of insurance to be obtained and maintained by the Consultant and its Subconsultants shall be as follows:

Workers Compensation	In accordance with applicable law
Employers Liability	\$1,000,000
Commercial General Liability (including coverage for bodily injury, death, and property damage)	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Professional Liability	
Per Occurrence	\$1,000,000
Aggregate	\$2,000,000
Motor Vehicle Liability	
Per Occurrence	\$1,000,000

4.3 Workers Compensation and Employers Liability Insurance. Consultant shall purchase and maintain Workers' Compensation Insurance covering claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts may be liable. Consultant shall also purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Consultant. The Employer's Liability Insurance required of Consultant hereunder may be obtained by Consultant as a separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance policy.

4.4 Commercial General Liability and Property Insurance. Consultant shall purchase and maintain Commercial General Liability and Property Insurance as will protect Consultant from the types of claims set forth below which may arise out of or result from Consultant's Services under this Agreement and for which Consultant may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than Consultant's employees; (ii) claims for damages insured by usual personal injury liability coverage; (iii) claims for damages, other than to the Work of the Project itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; and (v) contractual liability insurance

- applicable to Consultant's obligations under this Agreement. District shall be endorsed as an additional insured to Consultant's commercial general liability insurance policy.
- 4.5 **Subconsultants' Insurance.** Each Subcontractor providing or performing a portion of the Services or obligations of the Consultant under this Agreement shall obtain and maintain policies of insurance for Workers Compensation, Employers Liability, and Commercial General Liability/Property Damage. Each policy of insurance to be obtained by each of the Consultant's Subcontractors shall conform to the standards or requirements set forth in Section 4.
- 4.6 **Policy Endorsements; Evidence of Insurance.** Consultant shall deliver to the District Certificates of Insurance evidencing each of the policies of insurance in the coverage amounts required hereunder. All policies of insurance required hereunder shall be issued by insurers admitted to issue insurance by the State of California and to the reasonable satisfaction of the District. Coverages under each policy of insurance required hereunder, whether by endorsement or otherwise, shall provide that such policy will not be modified, canceled or allowed to expire without at least thirty (30) days advance written notice to the District.
- 4.7 **Indemnity.**
- 4.7.1 *Consultant Indemnity of District.* To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the District and its employees, officers, Trustees, agents and representatives ("District Indemnitees") from any and all claims, demands, losses, responsibilities or liabilities for: (a) injury or death of Consultant's employees arising out of this Agreement; (b) injury or death of persons, damage to property; or (c) other costs or charges arising out of or attributable, in whole or in part, to the negligent or willful acts, omissions, errors and/or other conduct negligent of Consultant, its Sub-Consultants or the employees, agents and representatives of Consultant or any of its Sub-Consultants in performing or providing any of the obligations, services or other work product contemplated under this Agreement.
- 4.7.2 *District Indemnity of Consultant.* The District shall defend, indemnify and hold harmless Consultant from all claims by third parties arising out of bodily injury (including death) and physical damage which arise out of the negligent or willful acts, omissions or other conduct of the District, but expressly excluding third party claims by District Indemnitees.
- 5 **TERM.** The term of this Agreement begins on the date indicated in a Notice to Proceed issued by the District to Consultant and ends 12 months (365 days) following the Project Administration start date indicated in the Notice to Proceed.
- 6 **TERMINATION; SUSPENSION**
- 6.1 **Termination for Default.** Either the District or Consultant may terminate this Agreement upon seven (7) days advance written notice to the other if there is a default by the other Party in its performance of a material obligation hereunder and such default in performance is not caused by the Party initiating the termination. Such termination shall be deemed effective the seventh (7th) day following the date of the written termination notice, unless during such seven (7) day period, the Party receiving the written termination notice shall commence to cure it defaults and diligently thereafter prosecute such cure to completion. In addition to the District's right to terminate this Agreement pursuant to the foregoing, the District may terminate this Agreement upon written notice to Consultant if: (a) Consultant becomes bankrupt or insolvent, which shall include without limitation, a general assignment for the benefit of creditors or the filing by Consultant or a third party of a petition to reorganize debts or for protection under any bankruptcy or similar law or if a trustee or receiver is appointed for Consultant or any of Consultant's property on account of Consultant's insolvency; or (b) if Consultant disregards applicable laws, codes, ordinances, rules or regulations. If the District exercises the right of termination hereunder, the Contract Price due the Consultant, if any, shall be based upon

Consultant Services and Reimbursable Expenses incurred or provided prior the effective date of the District's termination of this Agreement, reduced by the District's prior payments of the Contract Price and losses, damages, or other costs sustained by the District arising out of the termination of this Agreement or the causes for termination of this Agreement. Payment of the amount due the Consultant, if any, shall be made by District only after completion of Project construction. Consultant shall remain responsible and liable to District all losses, damages or other costs sustained by District arising out of termination pursuant to the foregoing or otherwise arising out of Consultant's default hereunder, to the extent that such losses, damages or other costs exceed any amount due Consultant hereunder for Consultant Services or Reimbursable Expenses.

- 6.2 **District Termination For District Convenience.** The District may, at any time, upon seven (7) days advance written notice to Consultant terminate this Agreement for the District's convenience and without fault, neglect, or default on the part of Consultant. In such event, the Agreement shall be deemed terminated seven (7) days after the date of the District's written notice to Consultant or such other time as the District and Consultant may mutually agree upon. In such event, the District shall make payment of the Contract Price to Consultant for Consultant Services and/or allowable Reimbursable Expenses provided or incurred through the date of termination. Except as set forth above, the Consultant shall not be entitled to any other compensation if the District exercises the right to terminate hereunder.
- 6.3 **Consultant Suspension of Consultant Services.** If the District shall fail to make payment of undisputed Consultant billings when due Consultant hereunder, the Consultant may, upon seven (7) days advance written notice to the District, suspend further performance of services hereunder until payment in full is received.
- 6.4 **Consultant Obligations Upon Termination.** Upon the District's exercise of the right of termination hereunder, the Consultant shall within five (5) days of such request, assemble and deliver to the District all work product, instruments of service and other items of a tangible nature prepared by or on behalf of the Consultant under this Agreement. The Consultant shall deliver the originals of all work product, Project records and other items of a tangible nature requested by the District pursuant to the preceding sentence; provided, however, that the Consultant may, at its sole cost and expense, make reproductions of the originals delivered to the District.
- 7 **MISCELLANEOUS**
- 7.1 **Governing Law; Interpretation.** This Agreement shall be governed and interpreted pursuant to the laws of the State of California and in accordance with its fair meaning and not strictly for or against the District or the Consultant. If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.2 **Time.** Time is of the essence. Consultant shall immediately undertake to timely perform and complete its Scope of Work without delay or hindrance to the District, Consultant(s) or other parties.
- 7.3 **Successors; Non-Assignability.** This Agreement and all terms hereof are binding upon and inure to the benefit of the respective successors of the Consultant and the District. Consultant shall not assign performance under this Agreement or any portion thereof to a third party without the prior written consent of District. Any attempted assignment without such prior written consent in violation of this section shall automatically terminate this Agreement.
- 7.4 **Compliance:** Consultant shall comply with all applicable laws, statutes, ordinances, rules, regulations of all governmental entities, including but not limited to payment of prevailing wages as applicable, SB 854 requirements, and compliance with all applicable policies of Simi

Valley Unified School District. Use of tobacco, alcohol, drugs, profane and abusive language, and sexual harassment of any kind on District property are specifically prohibited.

- 7.5 **Records.** Records, documents and other materials generated, received or maintained by the Consultant in the course of performing services hereunder shall be the sole property of, and shall be delivered to, the District within five (5) business days of District's written request. The Consultant may, at its sole cost, make copies of such records for its own files.
- 7.6 **Copyright.** Consultant hereby acknowledges that any work product belongs to District and that any intellectual property, copyright, patent, trademark, or servicemark created, developed, or produced pursuant to this agreement shall be work for hire and all rights, title, and interest in it shall belong to District unless otherwise agreed to by District in writing. Consultant shall refrain from disclosing any versions of work product, plans, and specifications to any third party without first obtaining written permission of District. Consultant performing copyrighted musical or literary works is responsible for securing the necessary permission or pay any royalties or fees required to perform such works.
- 7.7 **Notices.** Notices under this Agreement shall be addressed and delivered to the District as follows:

Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065
Attn.: Tony Joseph, Bond Program Manager

and to the Consultant:

Infinity Communications and Consulting
4909 Calloway Drive, Suite 102
Bakersfield, Ca 93312
Attn.: Martin Skiby

- 7.8 **Cumulative Rights; No Waiver.** Duties and obligations imposed by this Agreement and rights and obligations hereunder are in addition to and not in lieu of any imposed by or available at law or in equity. No action or failure to act by the District shall be deemed a waiver of any right or remedy afforded hereunder or acquiesce or approval of any breach or default of the Consultant.
- 7.9 **Contact with Students.** Consultant is aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts and has complied with the statutory fingerprinting requirements and completed the Fingerprint Certification, attached hereto (Attachment B). Consultant further certifies that no employee or agent who has a record of conviction for a serious or violent felony will be assigned to perform services under this Agreement which permit or require them to come in contact with students unless District first receives notice from Consultant, and District grants written permission under defined conditions. A background check shall be required upon the request of the District.
- 7.10 **Disputes.**
- 7.10.1 **Consultant Continuation of Services.** Except in the event of the District's failure to make undisputed payment of the Contract Price due the Consultant, notwithstanding any disputes between the District and the Consultant hereunder, the Consultant shall continue to provide and perform Consultant Services pending a subsequent resolution of such disputes.

- 7.10.2 **Arbitration.** All claims, disputes or other matters in controversy between Consultant and District arising out of or pertaining to the Project or this Agreement shall be settled and resolved by binding arbitration conducted before a single retired judge arbitrator under the auspices of JAMS, in accordance with the Clauses, Rules, and Procedures of JAMS, at the JAMS office closest to the District. The District and Consultant hereby expressly agree that a court shall, subject to Code of Civil Procedure §1286.4, vacate the award if after review of the award it determines either that the award is not supported by substantial evidence or that it is based on an error of law. Any arbitration award that does not include written findings of fact and conclusions of law in conformity with Code of Civil Procedure §1296 shall be invalid and unenforceable. Subject to the foregoing, the arbitrator's award shall be final and binding upon the District and the Consultant. If any claim or dispute is asserted by the Architect or a Contractor or the District relating to the Project and arising in whole or in part out of this Agreement, Contractor and District agree that any arbitration proceedings initiated between Consultant and District hereunder shall be consolidated with any arbitration proceedings initiated in connection with such other claim or dispute with the Architect or Contractor, regardless of the arbitration forum, and without further order of the court pursuant Code of Civil Procedure § 1281.3.
- 7.10.3 **Government Code Claims.** Pursuant to Government Code §930.6, any and all claims or demands of the Consultant for money or damages in any sum, including a demand for arbitration, shall be deemed a, "suit for money or damages" and shall be subject to the provisions of Government Code §§ 945.4, 945.6 and 946. Notwithstanding any other provision hereof, any and all claims and demands of the Consultant for money or damages in any sum shall be presented to the District's Board of Education, and acted upon or deemed rejected, in accordance with California Government Code §900 *et seq.* as a condition precedent to suit, including a demand for arbitration.
- 7.11 **Limitation on Damages.** If the District breaches or defaults in its performance of its obligations under the Contract Documents, the damages, if any, recoverable by the Consultant shall be limited to general damages which are directly and proximately caused by said breach or default of the District and shall exclude any and all special or consequential damages. By executing this Agreement, the Consultant expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Consultant expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: (i) lost or impaired bonding capacity; and/or, (ii) lost profits arising out of or in connection with any past, present, or future work, except for the work/Services which is the subject of this Agreement.
- 7.12 **Severability.** If any provision of this Agreement is deemed illegal, invalid unenforceable or void by any court of competent jurisdiction, such provision shall be deemed stricken and deleted herefrom, but all remaining provisions will remain and continue in full force and effect.
- 7.13 **Marginal Headings; Captions.** Marginal Headings; Captions. The titles of the various Sections and Paragraphs of the Agreement are for convenience of reference only and are not intended to and shall in no way enlarge or diminish the rights or obligations of Consultant and the District hereunder.

7.14 Consultant Contact Information.

Consultant Contact Name: MARTIN SKIBY
Business Phone: 661-716-1840 Fax: 661-716-1841
E-mail: MSKIBY@INFINITYCOMM.COM
Federal Tax ID Number or SSN: 82-0573429
**Consultant must provide a W-9 (attached)*

Are you or any of your employees current or former employee of the District?
 Yes No
If yes, state the date you last worked? _____

Are you related to any employee (s) of the District? Yes No
If yes, please identify the individuals (s): _____

7.15 Board Approval. This Agreement and the provisions hereof notwithstanding, neither this Agreement nor any provision hereof shall be deemed binding or enforceable upon the District unless and until the District's Board of Education has approved this Agreement and the provisions hereof.

7.16 Entire Agreement. The foregoing constitutes the entire agreement and understanding between the District and Consultant concerning the subject matter hereof, replacing, and superseding all prior agreements or negotiations, whether written or oral. No term or condition of this Agreement shall be modified or amended except by writing executed by the District and the Consultant.

7.17 Authority. The individual(s) executing this Agreement on behalf of Consultant warrant and represent that she/he is authorized to execute this Agreement and bind Consultant to all terms hereof. The individual(s) executing this Agreement on behalf of District warrant and represent that she/he is authorized to execute this Agreement and subject to approval and ratification by the District's Board of Trustees, to bind District to all terms hereof.

IN WITNESS WHEREOF, the District and the Consultant have executed this Agreement as of the date set forth above.

SIMI VALLEY UNIFIED SCHOOL DISTRICT

By: [Signature]
Ron Todo, Associate Superintendent
Business & Facilities

INFINITY COMMUNICATIONS AND CONSULTING

By: [Signature]
Martin Skiby
General Manager

**ATTACHMENT B
FINGERPRINT CERTIFICATE**

I, MARTIN SKIBY, am the GENERAL MANAGER of
(Print Name) (Title)

INFINITY COMMUNICATIONS. I declare, state, and certify all of the following:
(Consultant Name)

1. I am aware of the provisions and requirements of California Education Code § 45125.1, regarding fingerprinting of persons providing services to school districts.
2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
 - A. The fingerprints of each person identified on Attachment 1 have been submitted to the California Department of Justice pursuant to Education Code § 45125.1; and,
 - B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment 1 has not been convicted of a felony, as defined in Education Code § 45122.1, and has no criminal felony proceedings, as defined in Education Code § 45122.1, pending against him or her.
3. The Consultant shall provide additional Fingerprint Certificate for each and every person who is not identified on Attachment 1 prior to permitting such person(s) access to the Site or to perform any Work at the Site.
4. Consultant and I understand that if the District determines that Consultant has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code § 45125.1, the Contract awarded herein is subject to termination, suspension of payments, or both.
5. I am authorized to execute this Fingerprint Certificate on behalf of the Consultant. All of the statements set forth above and all of the information provided in Attachment A are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment A which would render such statements and/or information to be false or misleading.

I declare under penalty of perjury under the laws of the State of California that all of the foregoing is true and correct.

Executed at BAKERACH, CA. this 19 day of JUNE, 2017.
(City and State)

(Signature)

MARTIN SKIBY
(Handwritten or Typed Name)

ATTACHMENT 1
FINGERPRINT CERTIFICATE

LIST NAMES OF PERSONNEL BELOW:

RAY VALENZUELA
CORIN GREYER
CHRIS MEADE

ATTACHMENT
"A"



PROPOSAL

**REQUEST FOR QUALIFICATIONS
PROJECT ADMINISTRATION SERVICES
SECURITY CAMERA PROJECT
RADIO / REPEATER PROJECT
MDF/DF FIBER PROJECT**

SUBMITTED TO:



Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

**PURCHASING DEPARTMENT
SIMI VALLEY UNIFIED SCHOOL DISTRICT
875 EAST COCHRAN STREET
SIMI VALLEY, CA 93065**

PRESENTED BY:

**Marln Skiby - RCDD
General Manager
Infinity Communications & Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, California 93312
Office: (661) 716-1840
Fax (661) 716-1841
mskiby@infinitycomm.com**

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(1) Cover Letter:

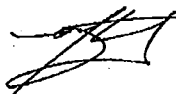
On behalf of the management staff at Infinity Communications & Consulting, Inc. we are pleased to present this best and final proposal to assist SIMI VALLEY UNIFIED SCHOOL DISTRICT with the district's Security Camera Project, Radio / Repeater Project and MDF/IDF Fiber Project to perform the project administrations services required. We are submitting this proposal based in the intent to award the design services thru J&S Consulting using our services. This will insure that the design portion of this project meets the stringent requirements set by our staff and will eliminate the need for additional time for constructability reviews and design review. We also understand this would be a collaborative effort working with District Facilities, Technology, and Bond departments, and the other team members including the Project Administration, Architectural Services, and Program Planning and Design Management firms. Our staff thrives in this type of environment and we believe we can bring value to the relationship since we have done hundreds of similar California school projects since our firm was established in 2003.

We feel privileged to represent 275+ public school districts throughout the United States and Territories. Our services include: developing district-wide master plans for IT systems (sample available upon request), developing budgets, developing district standards and specifications, evaluating low voltage systems, IT design services, assist or take the lead in procuring and bidding out the low voltage systems, bond and/or E-rate fund coordination, contract negotiations, and we also provide low-voltage Project Administration and Inspection services. Infinity is also one of the largest E-rate consulting firms in the United States so we can integrate your Category Two E-rate funding into the Bond X program seamlessly if you choose to do so. We also work on the design team for nine of the largest school architectural design firms in California. We also follow a strict CODE OF ETHICS which can be provided upon request.

Infinity has a staff of 25 people. We would be dedicating a team of staff members to the SIMI VALLEY UNIFIED SCHOOL DISTRICT project(s) which includes a team liaison, senior designer, field staff person, administrative staff support and most likely, some involvement from Martin Skiby, our General Manager, and/or myself. Staff assigned to this project would be coming from our Bakersfield corporate offices. We do not envision using any sub consultants from outside the company or doing any type of joint venture.

We all have a passion for education & excellence and it would be an honor to assist SIMI VALLEY UNIFIED SCHOOL DISTRICT with these projects.

Sincerely,



Martin Skiby - RCDD

General Manager

661 716-1840 | Office

661 716 1841 | Fax

mskiby@infinitycomm.com

[Infinity Blog](#) | [Infinity Website](#)

INFINITY
COMMUNICATIONS AND CONSULTING

(2.0) EXPERIENCE and QUALIFICATIONS

A brief description of the experiences and qualifications.

Corporate Office:
Infinity Communications & Consulting, Inc.
4909 Calloway Drive, Suite 102
Bakersfield, California 93312
(861) 716-1840 Office
(861) 716-1841 Fax
Website: www.infinitycomm.com

Satellite Offices:
Sacramento Office
971 Casilada Way
Sacramento, California 95822
(661) 889-2900

Fresno Office
2423 E. Soquel Circle
Fresno, California 93720
(559) 324-8444

San Diego Office
9581 Paseo Montril
San Diego, California 92129

Infinity Communications & Consulting has a proven record of accomplishment of Technology Design and Planning experience both as Low Voltage Systems Designers, Funding Administration, and Project Administration Services. *Infinity currently represents 270+ of the most complex client networks imaginable;* school districts and County Offices of Education in the state of California, Colleges/Universities, Large Local, County, State Government buildings, Commercial and Industrial projects, American Samoa and the Washington Department of Education. As you can see from reviewing our project experience documentation, Infinity Communications & Consulting has a strong portfolio to accomplish the Scope-Of-Work outlined.

- Infinity has designed hundreds of low voltage systems up and down the state of California since 2003.
- We can design any type of low voltage system; any type of data system, data centers, telephone systems, video distribution, security cameras, burglar alarm, A/V, card access, paging, auditorium sound systems, Intercom, master clock, etc.
- We have a history of significantly driving down the cost of the projects by (1) pulling out complete bid packages that eliminate doubt or confusion and (2) getting several bids on each project. I.e., we have hundreds of contractors and manufacturers who follow our projects on our Infinity Projects website. It's not unusual that our projects will see 20% to 25% savings more than offsetting our design fees.
- While we have a statewide presence and most of our Design and Project Administration staff work out of our Bakersfield office, we can respond to all your needs quickly and efficiently. During the design phase, we spend as much time as needed with your staff to understand your needs and then will keep district staff updated throughout the entire project.
- Many of our customers also require we manage the bidding process and are quite adept at doing so. We keep up to date on all procurement laws and best practices to ensure compliance and to avoid potential bid protests.
- If the district does not have the manpower or technical expertise to do their own low-voltage Project Administration, Infinity can manage this part of the project. We will make sure the project is installed per the contract.
- Our staff has extensive experience designing the systems listed below:

Local Area Network Systems
Wide Area Network Systems
Telephone/VoIP Systems
Data Centers
Raceway/Conduit Systems
Video Conferencing Systems

Wireless LAN Systems
Intercom/Pa Systems
Classroom A/V Systems
Burglar Alarm Systems
Servers
Bell Systems

Surveillance Camera Systems
Master Clock Systems
Performing Arts Sound Systems
UPS/Battery Backup Systems
Assistive Listening Systems
Video Surveillance Systems

(2.2) PROFESSIONAL QUALIFICATIONS AND EXPERIENCE

Listing and bios of proposed staff member(s) who will be performing the services. (Personal Resumes available upon request.)

The staff assigned to the SIMI VALLEY UNIFIED SCHOOL DISTRICT project(s) come from a variety of backgrounds, but the one item they all have in common, is a long work history working on schools and working with school district staff.

Fred Brakeman – President

Has worked in the Instructional Technology industry since 1987. Received his Registered Communications Distribution Designer (RCDD) in 1996. Received his E-Rate Management Professional Certification in 2011. He is a member and frequent seminar presenter at California Educational Technology Professional's Association (CETPA) and California Association of School Business Officials (CASBO). He is a member of Californian's Coalition for Affordable School Housing (CASH), Construction Specifications Institute (CSI), and Associate Member of the American Institute of Architects. He is the immediate past President of the E-rate Management Professional's Association Board of Directors. He has worked on hundreds of school design projects.

Martin Skiby – General Manager

Has worked in school construction since mid-1980's. He holds a General (B) Contractors license, Electrical Contractors (C-10) license, Low-voltage (C-7) contractor's license, and is a Registered Communications Distribution Designer (RCDD). Both as a contractor and a planner, Mr. Skiby has worked on hundreds of school projects.

Ray Valenzuela – Senior Designer

Ray came out of the low-voltage contracting industry as a low-voltage construction project manager. After joining Infinity in 2007, he quickly rose through the ranks and now leads our design, project planning and Project Administration departments. He has been heavily involved in our current San Mateo-Foster City USD, Irvine USD, Turlock USD, and Kern High School District planning and design projects. Ray also was the lead person when we worked on the Chico USD 10-Year Facilities Master Plan/Bond Project.

Kyle Gallemore – Designer

Kyle came to Infinity from an AutoCAD background and worked his way through the AutoCAD department and has been designing systems for several years. Kyle takes the lead on all Infinity projects that involve working with school architects. He worked on our Chico USD 10-Year Master Plan, Irvine USD, San Mateo-Foster City USD and is currently working on the District-wide camera project we are doing for Kern High School District.

Chris Meade – Designer

Chris has a degree in Electrical Engineering and is a Registered Communications Distribution Designer (RCDD). He has been working in the IT industry for many years and took the lead to do all the field work for our Irvine USD District-wide data cabling project and now is managing the day to day Project Administration portion of the project.

Lorin Gredler – Field Inspector

Lorin is the newest member of our team having joined our firm several months ago. He is a licensed journeyman electrician and has worked in the low voltage industry for many years. Since joining our firm, he has managed the day to day construction and inspections projects we are managing for San Mateo-Foster City USD, Salinas City School District, Vineland School District, Richland School District, and several other projects that are ending soon. He also is managing the change orders and RFI's for these projects.

(2.3) - A brief description of the organization.

As stated in our (1.0) COVER LETTER and (2.0) EXPERIENCE and QUALIFICATIONS, our services include developing district-wide master plans for IT systems, developing budgets, developing district standards and specifications, evaluating low voltage systems, IT design services, assist or take the lead in procuring and bidding out the low voltage systems, bond and/or E-rate fund coordination, contract negotiations, and we also provide low-voltage Project Administration and Inspection services. Infinity is also one of the largest E-rate consulting firms in the United States so we can integrate your Category Two E-rate funding into the Bond program seamlessly if you choose to do so. We also work on the design team for nine of the largest school architectural design firms in California.

90% of all our annual income comes from the Educational marketplace and it has been that way since we started the firm in 2003. We have worked on hundreds of school projects like the buildings we will be working on at SIMI VALLEY UNIFIED SCHOOL DISTRICT. While it's easier to work on new schools, most of the school sites we work on are more than 30 years old, some of them 100+ years old and/or historical landmarks, which bring with them a variety of "challenges" and we are experts at handling these situations.

Our staff has extensive experience designing the systems listed below:

Local Area Network Systems	Wireless LAN Systems	Surveillance Camera Systems
Wide Area Network Systems	Intercom/Pa Systems	Master Clock Systems
Telephone/VoIP Systems	Classroom A/V Systems	Performing Arts Sound Systems
Data Centers	Burglar Alarm Systems	UPS/Battery Backup Systems
Raceway/Conduit Systems	Servers	Assistive Listening Systems
Video Conferencing Systems	Card Access Systems	Mass Notification Systems
Low Voltage Charging Stations	Interactive Whiteboards	

The senior staff persons who will be assigned to this project are all seasoned professionals.

(2.4) - A list of school districts for which the Vendor has conducted similar technology services (within the past five years).

Infinity has completed many projects very like the SIMI VALLEY UNIFIED SCHOOL DISTRICT projects. The best way to address our capabilities is to outline the work we have done for some current school projects. Please see below.

- **Chico Unified School District Measure K \$152 million dollar bond program.**

After Measure K was passed, Chico Unified School District hired Darden Architects to complete a 10-Year Master Plan. Infinity, in turn, was hired by Darden to develop the low voltage/IT portions of the master plan. Infinity staff was responsible for working with District staff to (1) determine what low voltage systems were to be included in the plan, (2) visit each site, (3) determine budgets for each site, (4) develop district standards, (5) write specifications and (6) write a detailed report to be included in the 10-Year Master Plan.

After publishing the 10-Year Master Plan, the District hired Darden Architects to then work on the first bond site, Chico Middle School Modernization Project and Infinity was hired to do the low-voltage systems. This project is currently under construction.

- **Irvine Unified School District District-Wide Data Cabling Project**

In 2016, Irvine Unified School District staff was directed to install new data cabling at every school site in the District. Infinity was hired to work with District staff to (1) determine scope, (2) develop standards and specifications, (3) visit each school site, (4) establish budgets for each school site, (5) work with District staff on which sites will be bundled together for upcoming bids, (6) design the systems, and (7) provide drawings and specifications. It was decided to bid the projects out in two bid packages and stagger the projects to get the most number of bidders. Once the bids were received, we assisted in the evaluation of the bids and then were hired to provide staff to provide Project Administration and inspection services. Phase 1 construction is about 25% complete. Phase 2 contracts were recently awarded to the contractor and construction has just begun.

- **San Mateo-Foster City Unified School District District-Wide Technology Project**

Almost exact same scope of work as Irvine USD but with additional equipment. Bids have gone out for data cabling, LAN/Wireless equipment and installation, VoIP/Intercom/Pa equipment & installation, and Servers. Cabling and LAN/Wireless systems are currently under construction. VoIP/Intercom/Pa equipment & installation, and Servers are currently out to bid. Since we are the District's E-rate consultant, we also are integrating E-rate funding into the project.

- **Turlock Unified School District-Wide LAN Network and Cabling Project**

Almost exact same scope of work as San Mateo-Foster City USD but with additional equipment. The systems are currently under construction. E-rate and bond funds were used for this project. We are not the District's E-rate consultant but Infinity established the Bond/E-rate budgets for the projects and delivered over to the District's E-rate consultant all the required E-rate support documents and forms so they could file for the E-rate funding.

- **Kern High School District**

The Kern High School District (KHSD) is headquartered in Bakersfield, California and serves the county of Kern located at the southern end of the San Joaquin Valley. The Kern High School District is California's largest 9-12 high school district with more than 35,000 students and 3,500 employees. Providing design drawings and specifications to project architects to modernize the low voltage system and bring the systems in-line with the district standard. This includes but not limited to: modernization of existing campuses, Low-Voltage design for new campuses, district-wide Video Surveillance.

(2.5) - A list of three recent client references, including telephone and fax numbers, email addresses, and addresses.

San Mateo-Foster City USD
Dwane Camp
Director of Technology
(630)312-7281
dcamp@smfc.k12.ca.us

West Contra Costa USD
Mary Phillips
Chief Technology Officer
(510)231-1123
mphilips@wccusd.net

Chico USD
Jason Gregg
Chief Technology Officer
(530)416-2372
Jason.Gregg@losrios.edu

Turlock USD
Jay Brem
Director – Technology and Data Systems
(209)664-1138
JBrem@turlock.k12.ca.us

Irvine USD
Brienne Ford
Chief Technology Officer
(949)936-5311
BrienneFord@iusd.org

Kern High School District
Matthew Guinn
Director of Business Administration
(661)827-3145
matt_guinn@kernhgh.org

(3.0) Approach/Methods Used to perform the Project – Detailed description of the services and methods by which the work set forth in the RFQ's "Detailed Scope of Work" will be performed. The description shall include the following items:

A. Infinity Communications completely understands the project scope and expectations.

The fiber upgrade is similar to projects we have done in other districts many times throughout the State of California.

The video security system is similar in scope to many projects we have completed and we are currently in process of performing the project administration for the Kern High School District.

For the IP based Radio project, our management staff has previous experience in radio systems including enhancements for coverage in weak areas. A complete radio enhancement of the Orange Coast Mall for security and emergency services was one of the many projects he has worked on.

We will pull on experience as well as new information on these systems to provide project administration for the three projects mentioned.

We are submitting this proposal based in the intent to award the design services thru J&S Consulting. This will insure that the design portion of this project meets the stringent requirements set by our staff and will eliminate the need for additional time for constructability reviews and design review.

B. Infinity Communications has a very thorough process that we follow to allow the District and Infinity team members to interface on the required projects. We will use the following processes, which are included in our standard design services offering that we have done for dozens of clients.

Project Administration Services: 40 hrs per week (client to provide adequate on-site workstation)

1. Perform a Constructability Review/Plan Check of the project(s) to be installed.
2. Perform One (1) Pre-Construction Owner's Planning Meeting, per project.
3. Perform One (1) Pre-Construction Contractor's Meeting, per project.
4. Coordinate the delivery and acceptance all Pre-Construction documents, including (but not limited to); Notice to Proceed, Certificates of Insurances, Bonds, Submittals, etc.
5. Create accurate project scheduling and determines project specific milestones.
6. Provide inspections of the installations and progress of systems.
7. Provide the Client regular project status updates. (Dailey as requested)
8. Address contractor questions regarding installation means and methods per the intent of the Bidding and Contract Documents.
9. Coordinate the delivery and acceptance of contractor's Request for Information.
10. Coordinate the delivery and acceptance of Project Designer's Supplemental Instructions.
11. Coordinate the delivery and acceptance of Client's Price Request and/or Change Orders.
12. Review and certification of contractor billing.
13. Coordinate with the Contractor the completion of Punch List items provided by the Project Designer.
14. Coordinate with the Contractor to perform the system training.
15. Coordinate the delivery and acceptance of project closeout requirements, including (but not limited to); Test Results, Warranties, As-Builts, etc.
16. Coordinate the delivery and acceptance of Post-Construction paperwork, including (but not limited to); Substantial Completion, Final Completion, Release of Retention, Release of Sureties, etc.

Deliverables:

Project Administration Phase:

In this phase, we will assemble the project binder that will provide complete logs of all reports, corrections, or responses to all RFI or change order requests. All manufacture, and contractor's warranties as well as "as-built" drawings will be verified and logged in to the project manual.

(3.a) - Proposer's understanding of the services to be provided

We are submitting this proposal based in the intent to award the design services thru J&S Consulting using our services. This will insure that the design portion of this project meets the stringent requirements set by our staff and will eliminate the need for additional time for constructability reviews and design review.

(3.b) - Complete methodology to complete all three projects.

Infinity Communications has a very thorough process that we follow to allow the District and Infinity team members to interface on the required projects. We will use the following processes, which are included in our standard project administration services offering that we have done for dozens of clients.

Project Administration Services: 40 hrs per week (client to provide adequate on-site workstation)

- Perform a Constructability Review/Plan Check of the project(s) to be installed.
- Perform One (1) Pre-Construction Owner's Planning Meeting, per project.
- Perform One (1) Pre-Construction Contractor's Meeting, per project.
- Coordinate the delivery and acceptance all Pre-Construction documents, including (but not limited to); Notice to Proceed, Certificates of Insurances, Bonds, Submittals, etc.
- Create accurate project scheduling and determines project specific milestones.
- Provide inspections of the installations and progress of systems.
- Provide the Client regular project status updates. (Daily reports will be provided for status of projects)
- Address contractor questions regarding installation means and methods per the intent of the Bidding and Contract Documents.
- Coordinate the delivery and acceptance of contractor's Request for Information.
- Coordinate the delivery and acceptance of Project Designer's Supplemental Instructions.
- Coordinate the delivery and acceptance of Client's Price Request and/or Change Orders.
- Review and certification of contractor billing.
- Coordinate with the Contractor the completion of Punch List items provided by the Project Designer.
- Coordinate with the Contractor to perform the system training.
- Coordinate the delivery and acceptance of project closeout requirements, including (but not limited to); Test Results, Warranties, As-Builts, etc.
- Coordinate the delivery and acceptance of Post-Construction paperwork, including (but not limited to); Substantial Completion, Final Completion, Release of Retention, Release of Sureties, etc.

(3.c) - Description of the methodology and/or system you utilize to determine oversight quality of each project.

Infinity Communications uses a totally hands on approach to determine the quality of the work being provided. Our experienced project team has worked in the field for years and knows the ins and outs of projects. We can spot when shortcuts are being taken as well as identify and work with contractors on improved methods for installation and testing that can improve the overall quality of the project. We not only work with the managers of the construction companies, but also with the workers to make sure there is a synergy of expectations to outcome.

Each project will have a different timeframe depending on the finalized scoping of the projects. The security camera project will have the largest impact on each campus and will take the longest time to complete and test. We estimate that this project would take 18 months to complete in its' entirety. The Radio project could be done in as little as 90 days but up to 120 or longer depending on the final scope and licensing requirements. The fiber project could be done in 6 months with the proper contractor and scheduling for the work. In any case, we estimate that all projects could be completed in parallel and in an 18-month period from contract award.

(3.d) - Estimated number of calendar days each project will take.

Infinity estimates the timing for the project as follows:

Project Phase: Estimated 8-12 Months after the issuance of Notice to Proceed documents. This time could be longer depending on licensing time needed by the radio company and any permitting needed for tower structures.

(4.0) - Training and Assistance – Tools, software, and training provided by the Vendor to assist the District in managing ongoing changes to each installed system

A. The tools and training necessary for the successful administration and use of the systems during and after the installation will be developed with each successful vendor. As the specific manufactures have not yet been finalized it would be difficult to specify the methods needed for this task. Each manufacture will have their own tools and methods that will apply directly to their product. Infinity will work with each vendor on a schedule for training Simi staff and to provide the necessary tools for ongoing support and care of the systems. These may include:

- Software for use of the systems as well as maintenance and changes needed for future upgrades etc.
- Testing hardware (if necessary) for evaluation of signal strength, video quality, and fiber integrity.
- On-site training for staff to efficiently utilize the new systems in place.

(5.0) - Cost Proposal – This separate section should contain a complete breakdown of all costs relating to the content of the proposal, including the maximized total cost, as well as an itemized breakdown of the compensation required to accomplish the full performance of all tasks outlined in the proposal.

Our approach to the projects is straight forward and proven. We offer the following cost proposal based in the information as provided in the RFQ and subsequent questions and answers.

We are submitting this proposal based in the intent to award the design services thru J&S Consulting using our services. This will insure that the design portion of this project meets the stringent requirements set by our staff and will eliminate the need for additional time for constructability reviews and design review.

PROJECT ADMINISTRATION (PA) SERVICES:

Infinity will invoice the Client for the Project Administration Fee in various phases during the term of the implementation of project as follows:

Infinity's Project Administration fee will be billed, on a bi-weekly or monthly basis, for work performed. The on-site personnel will create a weekly time sheet that will be presented for approval and will be the basis for billing. Our off-site services will also be billed for hours worked and noted on the weekly log. The not to exceed cost for the project administration, based in the Initial SOW and agreed time line will be \$235,000.00 for the Client's desired three projects. This not to exceed fee includes all travel and other expenses needed to complete the Project Administration phases of the projects. *** We would anticipate this to be the maximum fee for the project duration estimated at 12-months of construction. We are offering a monthly billing for the PA services that could offer cost savings to the District should the projects complete prior to the 12-month schedule. Should the project be delayed or extend past 12 months Infinity will require additional monies to maintain the PA onsite in excess to the not to exceed pricing. A monthly fee will be negotiated prior to this event if needed.*

The following rates will be used for the monthly billing:

Principal	\$175.00/hour
Manager – Design & Project Administration	\$155.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$70.00/hour
Project Administration/Inspector on-site	\$95.00/hour
Contracts Administrator Off-site	\$61.00/hour

Please note that billing will be in (30) thirty minute increments.

Standard Hourly Rates Schedule

For additional works that is required outside the scope of the original project, the hourly rates listed will be charged. Standard Hourly Rates are subject to review and adjustment. Any additional charges will be presented to the District for approval prior to any additional work being done. The hourly rates effective on the date of the Agreement are:

Principal	\$175.00/hour
Sr. Systems Designer	\$145.00/hour
Systems Designer	\$105.00/hour
CAD Operator	\$70.00/hour
Project Administration on-site	\$95.00/hour
Contracts Administrator	\$61.00/hour

Reimbursable Expenses Schedule

Reimbursable Expense rates are subject to annual review and adjustment. The rates effective on the date of the Agreement are:

Newspaper Advertisement	at cost + 15%
8"x11" Copies/Impression	\$0.05/sheet
Blue Print Copies	at cost + 15%
Reproducible Copies (Mylar)	at cost + 15%
Reproducible Copies (Paper)	at cost + 15%
Long Distance Phone Calls	at cost + 15%
Legal Counsel	at cost + 15%
Travel Expenses:	
Mileage (auto)	\$0.535/mile
Airfare	at cost + 15%
Meals	at cost + 15%
Lodging	at cost + 15%
Standard Labor Rate	See Hourly Rate Schedule Above

(6.0) - Timeline - Provide your proposed time schedule and steps in that schedule deemed necessary to commence project work.

Infinity estimates the timing for the project as follows:

Project Phase: Estimated 8-12 Months after the issuance of Notice to Proceed documents. This time could be longer depending on licensing time needed by the radio company and any permitting needed for tower structures.

A secondary Implementation Timeline will be provided upon receipt of bids for each project and contractor estimates.

(7.0) - Certification of Proposal – Vendors are to include Appendix A with proposal. Proposals must be signed by the Vendor's authorized official binding the RFQ.

Appendix A

CERTIFICATION OF PROPOSAL

I have read the Simi Valley Unified School District Request for Qualifications, RFQ, and fully understand the intent. I certify that I have adequate personnel and resources to fulfill the RFQ requirements. I further understand that my ability to meet the criteria and provide the required services shall be judged solely by the District.

I further certify that, since the receipt of this RFQ, no contact, discussion, or negotiations have been made nor will be made regarding this proposal with any District contact. I understand that any such contact could disqualify this RFQ.

I further certify that I am properly licensed to conduct business within the scope of this RFQ, in the State of California.

I certify that the complete RFQ document submitted shall be considered a legally binding document.

Submitted by:

Infinity Communications and Consulting, Inc.

Vendor Name

Authorized Signature

Martin Skiby – General Manager

Name and Title

661-716-1840

Telephone

June 9, 2017

Date