



Magnolia Public Schools

Regular Board Meeting

Date and Time

Monday May 8, 2017 at 6:30 PM

Location

250 E. 1st St. Ste 1500 Los Angeles, CA 90012

AGENDA

Regular Meeting of the MPS Board of Directors

Access to the Board Meeting: Any interested parties or community members from remote locations may attend the meeting at the following school sites or the addresses where the Board members are joining the meeting from:

Remotely by dialing in to the numbers below:

Open Session- Dial: 1.844.572.5683 Code: 1948435

- MSA- San Diego: 6365 Lake Atlin Ave San Diego, CA 92119 (Dr. Salih Dikbas)
- 1363 Ridgecrest Rd Pinole CA 94564 (Mr. Orazov)
- 5113 Babette Ave Los Angeles, CA 90066 (Ms. Gonzalez)

Sites open to the public for remote participation:

- MSA- 3: 1254 E. Helmick St. Carson, CA 90746
- MSA- 4: 11330 W. Graham Place Los Angeles, CA 90064
- MSA- 7: 18355 Roscoe Blvd. Northridge, CA 91325
- MSA- San Diego: 6365 Lake Atlin Ave San Diego, CA 92119
- MSA- Santa Ana: 2840 W. 1st St. Santa Ana, CA 92703

In compliance with the Americans with Disabilities Act (ADA) and upon request, Magnolia Public Schools may furnish reasonable auxiliary aids and services to qualified individuals with disabilities. Individuals who require appropriate alternative modification of the agenda in order to participate in Board meetings are invited to contact the MPS central office. If you need special assistance to attend the meeting, please notify Barbara Torres at (213) 628-3634 x100 to make arrangements and accommodate your disability.

Any public records relating to an agenda item for an open session of the Board which are distributed to all, or a majority of all, of the Board members shall be available for public inspection at 250 East 1st Street Ste 1500 Los Angeles, CA 90012.

MPS Board Members:
 Ms. Noel Russell- Unterburger, President
 Dr. Umit Yapanel, Secretary
 Mr. Serdar Orazov, Treasurer
 Dr. Saken Sherkhanov
 Dr. Salih Dikbas
 Dr. Remzi Oten
 Ms. Diane Gonzalez
 Mr. Nguyen Huynh
 Mr. Haim Beliak

CEO & Superintendent:
 Dr. Caprice Young

Agenda

	Purpose	Presenter	Duration
I. Opening Items			
A. Call the Meeting to Order			
B. Record Attendance and Guests			
C. Pledge of Allegiance			1
D. Public Comments			10
E. Approval of the Agenda	Vote		1
II. Consent Agenda			
A. Approval of Ubister in Partnership with PCMG	Vote	Rasul Monoshev	
B. Approval of AssetWorks Contract	Vote	Rasul Monoshev	
C. Approval of MyOn District-Wide Contract and MOU for 2017-18	Vote	Kenya Jackson	
D. Approval of the Proposition 39 Clean Energy Grant Contract	Vote	Frank Gonzalez	
III. Action Items			
A. Approval of the Berliner Architects contract for construction of the gymnasium for MSA Santa Ana	Vote	Frank Gonzalez	10
B. Approval of Silver Creek Industries contract for construction of the buildings for MSA San Diego	Vote	Frank Gonzalez	10
IV. Closing Items			
A. Adjourn Meeting	Vote		

Cover Sheet

Approval of Ubister in Partnership with PCMG

Section: II. Consent Agenda
Item: A. Approval of Ubister in Partnership with PCMG
Purpose: Vote
Submitted by:
Related Material: II A Ubister Partnership.pdf



Board Agenda Item #	II A
Date:	May 8, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Suat Acar, MPS COO
RE:	Contract Approval for Ubistor in partnership with PCMG

Proposed Board Recommendation

I move that the board awards the winning bid according to vendor evaluation matrix and adopt the purchase of MPS Backups solutions provided by Ubistor in partnership with PCMG.

Background

MPS Central Office and schools with higher enrollment, i.e. MSA-1, MSA-2, MSA-3, and MSA-Santa Ana need backup system for the school servers and the administration computers. The recommended system should cover the backup needs, including onsite and offsite data retention with virtualization features as well. The MPS IT Department opened the RFP process on March 17, 2017 and ended on March 30, 2017. The RFP evaluation committee consists of MPS CFO, Ms. Montijo, MPS COO, Mr. Acar, and MPS IT Director, Mr. Monoshev. The committee evaluated the bids received according to following factors and recommends awarding of the bid to Ubistor.

Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
Total	100.00%

Budget Implications

The purchase of MPS Systems Backup Solutions is budgeted as follows:

- \$10,020 one time cost is included in FY 2016-17
- \$28,740 total annually will be billed per location: CMO, MSA 1, MSA 2, MSA 3 and MSA SA

Name of Staff Originator: Rasul Monoshev

ived Price Quotes for MPS Systems Backup Solution Need for 5 sites (CNO, MSA-1, MSA-2, MSA-3, MSA-Santa

	CalNet	PCMG
Item 1: Backup System Hardware	\$811 rental per month	\$ 9,270.00
Item 2: Cloud Storage and System Recovery	\$	\$ 1,339.80
Item 3: Installation and Training services	\$	\$ 1,850.00
Additional item monthly support for Calnet	\$430.25 per month	\$ 750.00
Monthly total payment for 5 sites	\$	\$ 2,395.00
Total for 12 months	\$	\$ 30,978.60
Total One time charges	\$	\$ 1,850.00

Functionality/specification of items(30%)	All RequestedSpecs	All RequestedSpecs
Vendor Qualifications(20%)	Good Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good

Evaluation

Pricing including tax (Max 40 points)	40	35
Functionality/specification of items (Max 30 points)	20	25
Vendor Qualifications (Max 20 points)	10	20
Terms and Conditions (Max 10 points)	5	10
	75	90

The Winning bid is Ubistor in partnership with PCMG. Deciding factor is the devices are owned as opposed to leasing with engineering hours.



REQUEST FOR PROPOSALS FOR THE BACKUP SOLUTIONS

(Due Date – March 30th, 2017)

PURPOSE

The Magnolia Public Schools(MPS) is accepting proposals for the purchase of Backup System Solution for below sites. *Should there be a need for any other MPS schools between dates January 6th, 2017 – June 30th, 2017, the approved pricing, vendor, the solution, and system will be used.*

MPS Central Office	250 East First St STE1500, Los Angeles, CA 90012
MSA-1	18238 Sherman Way, Reseda, CA 91335
MSA-2	17125 Victory Blvd., Van Nuys, CA 91406
MSA-3	1254 East Helmick Street, Carson, CA 90746
MSA-Santa Ana	2840 W. 1st Street, Santa Ana, CA 92703

GENERAL TERMS AND CONDITIONS FOR RFP PROPOSAL GUIDELINES

1. Each item request and guideline in the RFP must be known and properly addressed in the proposal.
2. All equipment in proposal must conform to specifications provided in the RFP.
3. The Vendor must provide terms of warranty on all products
4. The Vendor shall provide a clear breakdown of equipment and services costs.
5. The Vendor must provide an estimated timeline for product delivery.
6. Proposal must be valid for 60days.

All questions regarding the RFP should be addressed in writing to Rasul Monoshev, IT Director, rmonoshev@magnoliapublicschools.org.

PROPOSAL SUBMISSION

Proposals are to be submitted no later than 5:00 PM PST, Thursday, 03/30/2017 with options below:

- Email price quote to mpsbackupsystem@magnoliapublicschools.org



- Mail to: Rasul Monoshev, MPS Backup System

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012

ACCEPTANCE/REJECTION OF PROPOSAL SUBMISSIONS

The Magnolia Public Schools reserves the right to accept or reject any and all proposals or any portion of any and all proposals at their discretion. While price is an important consideration, it will not be the sole determining factor in the selection of a Vendor. Payments will not be made nor orders submitted until after the Magnolia Public Schools Board of Directors has accepted a proposal and awarded it as the winning proposal submission. A contract will exist between the Magnolia Public Schools and the Vendor upon selection of the winning proposer.

COMPENSATION

Payment 60 days after invoice date. The payment will not be issued until after both the Vendor and Magnolia Public Schools agree that the project is complete and meets all requirements.

RFP Revisions

The Magnolia Public Schools reserves the right to modify or issue amendments to the RFP at any time. The Magnolia Public Schools also reserves the right to cancel or reissue the RFP at any time. Notices will be posted to http://magnoliapublicschools.org/apps/pages/index.jsp?uREC_ID=284296&type=d. It is the sole responsibility of the proposer to monitor the URL for posting of such information.

RFP EVALUATION

All qualified, responsive proposals will be evaluated using the following factors and weights.

Factor	Weight
Cost of products and services (required, highest weight)	40%



Factor	Weight
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
Total	100.00%

RFP EVALUATION COMMITTEE and EVALUATION TIMELINE

RFP Evaluation Committee

The RFP Evaluation committee members are as follows:

- Suat Acar, Chief Operations Officer
- Nanie Montijo, Chief Financial Officer
- Rasul Monoshev, IT Director

RFP Evaluation Timeline

- RFP announcement: March 17th, 2017
- RFP Submission Deadline: March 30th, 2017 5pm
- RFP Evaluation Committee Meeting: March 31st, 2017, 10am
- MPS Regular Board Meeting to finalize the selection of the vendor, April 5th, 2017

EQUIPMENT & SERVICES SPECIFICATIONS

- **Item 1:** Backup System Hardware
Quantity: 5
Description:
 ✓ Datto SIRIS S3-B2000 2TB Appliance or similar
- **Item 2:** Cloud Storage and System Recovery
Quantity: 5 (Monthly Subscription)
Description:
 ✓ With 1 year Cloud retention or similar



- **Item 3:** Installation and Training services
Quantity: 1 for MPS Central Office
Description:
 - ✓ Installation and staff training on operation

Delivery/Shipping

NOTE: No dock at this location.

Ship to Address:

Rasul Monoshev

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012



UbiStor, Inc.
1111 Plaza Drive
Suite 600
Schaumburg, IL 60173

847.585.1470
www.ubistor.com



UbiStor Data Protection and Disaster Recovery Solutions

March 29, 2017

Proposal: 170307KRL-03

Version: 1.0

PREPARED BY:
Gena Barber
Brian Bieschke

PREPARED FOR:



IN PARTNERSHIP WITH:



Table of Contents

Service Overview	3
Solution Architecture	4
Description of Services.....	5
Assumptions	5
UbiStor SafeStor® Recovery Pricing and Terms	6
Monthly Pricing.....	6
One Time Charges.....	6
UbiStor Responsibilities.....	7
Implementation	7
Monthly Services	7
Customer Responsibilities.....	8
About UbiStor	9

Service Overview

UbiStor's SafeStor® Recovery Service delivers the most aggressive Recovery Time Objective (RTO) of any backup and disaster recovery solution available today. It is the ideal solution for businesses where downtime is not an option. UbiStor offers the best protection for a business's mission-critical applications, delivered via the most robust and flexible technology on the market today. SafeStor® Recovery, built on the Datto SIRIS 3 platform, is the only backup, recovery, and business continuity solution to offer instant local and off-site virtualization, Screenshot Backup Verification™, and Backup Insights™ all from one simple management interface.

This service is designed to simplify deployment, easily scale and manage your entire backup and recovery requirements. The powerful Backup Insights™ tool gives you a complete picture of how files and folders have changed over time, adding versioning to the robust file restore capabilities. Full off-site file restores are now possible – in a true disaster, you can recover key documents even before the lightning-fast off-site virtualization process has begun, right from the management portal.

Designed to fit the needs of a wide array of small, medium, and enterprise customers, the SIRIS 3 platform packs serious performance in a convenient mini-tower or rackmount system with up to 120TB of backup storage and 4TB of RAM. For mission-critical applications of all sizes, the entire SIRIS family gives you the absolute best option for recovering your Windows and Linux machines.

Hybrid Cloud

UbiStor utilizes Hybrid Cloud technology to improve redundancy and give our customers greater protection of their systems and data. Hybrid Cloud continuity is simple in concept yet robust in feature set; it leverages the advantages of local backup and the security of the cloud. It starts with workstations and servers protecting data locally across the Local Area Network (LAN) to the SIRIS appliance. From there it is automatically transmitted to the secure UbiStor Cloud. This technology improves fault tolerance while reducing the reliance on bandwidth speed. The local device can act as a restore hub for everything from files to application and even full system fail over. Scheduling off-site data transfers can be critical for bandwidth management and successful offsite recovery. If the local device is lost to a disaster, data and systems that were transferred to the Cloud can act as a replica site for the business. A local only backup solution cannot ensure data integrity should a site wide disaster occur and this type of image-based backup is a superior technology versus outdated tape and local disc alternatives.

Image-Based Backup

SIRIS 3 uses image-based backup technology to take a complete picture of the workstation or server. Advantages include quick full system restores, easy recovery of individual files, bare metal restores (BMR) capability, and the ability to boot individual backups as virtual machines.

Instant Local Virtualization

Should a business experience a server failure, the system can be virtualized instantly on the local appliance. The advanced web interface allows for configuration of CPU and memory resources. Networking resources can also be configured dynamically, allowing for changes to be made without restarting the virtual machine. With the system now virtualized, the business can operate “business as usual” until it has the time to fix its server issue, without compromising any data or incurring any downtime.

Instant Off-site Virtualization

The SIRIS appliance protects clients from site-wide outages using instant off-site virtualization. In the event of a local disaster such as a fire or flood, the entire network can be recreated in the secure UbiStor Cloud in a matter of minutes. Secure connections are provided to employees and a business can resume normal operations.

Screen Shot Backup Verification

No more guessing if your backup is working properly. SIRIS 3 boots backups as virtual machines, capturing an image of the login page to give you visual proof that your data has been successfully backed up - an industry first.

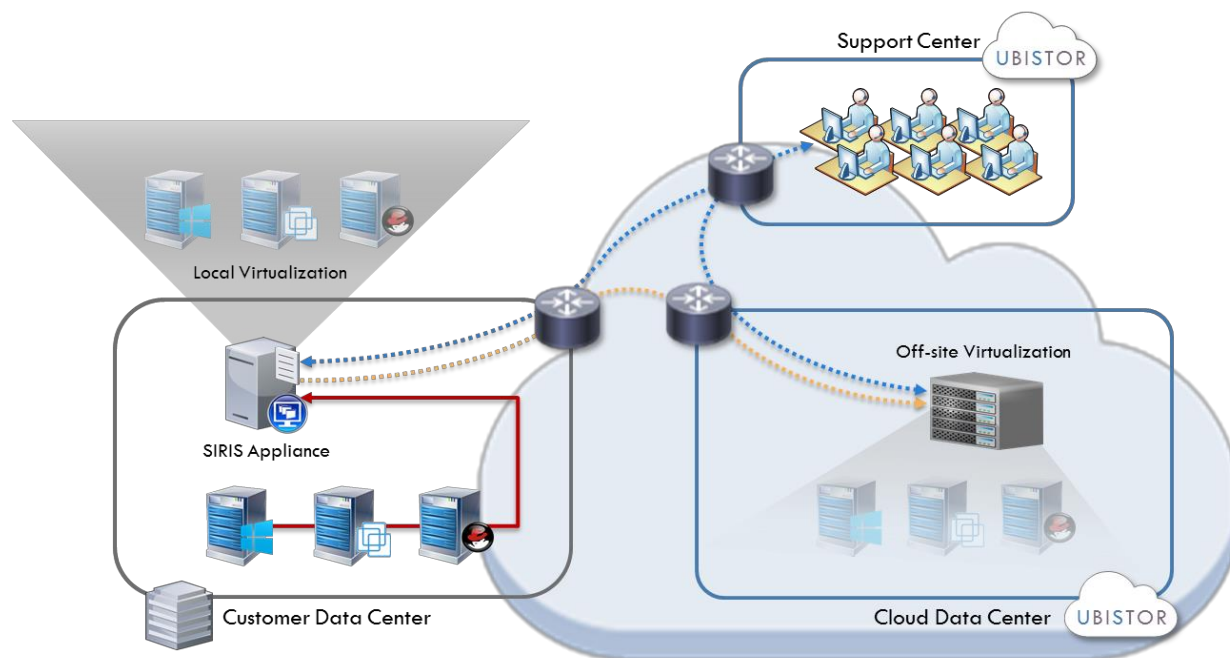
End-to-End Encryption

All data is protected by AES-256 encryption both in transit and in the cloud. Additionally, users have the option to encrypt data locally, and passphrases can be specified per appliance or per protected machine to meet compliance regulations.

eDiscovery Software

eDiscovery gives our customers the ability to search keywords within their backup data, emails, and attachments and review in an easy to read format. Powered by the industry-leading Kroll Ontrack software, it is compatible with dozens of file formats and systems including Microsoft Exchange, SharePoint, and SQL server.

Solution Architecture



Description of Services

Magnolia Public Schools (MPS) has issued an RFP for a data protection solution including data backup and recovery for five MPS locations. UbiStor will provide a local backup and recovery appliance and integrated Cloud recovery solution that utilizes MPS' existing LAN/WAN and internet connections to allow them to encrypt, compress and retain their backup data locally and send a copy to a Cloud Data Center for offsite data retention and disaster recovery.

Assumptions

The following assumptions have been made for this proposal.

- The five locations include:
 - Magnolia Public Schools Central Office
 - Magnolia Science Academy 1
 - Magnolia Science Academy 2
 - Magnolia Science Academy 3
 - Magnolia Science Academy Santa Ana
- Each MPS location has 1 TB of Front End data to protect
- Onsite storage and recovery appliance is provided
- Cloud Recovery service is provided
- Unlimited Windows and Linux server agents are provided
- Retention requirements are:
 - One Year Cloud Retentions
- A lead time of up to 30 days is required for scheduling resources for this engagement
- Work to be performed during standard business hours defined as 0800 to 1700 central time zone, Monday-Friday
- Adequate bandwidth is available at any in-scope site(s) to support replication.
- UbiStor is providing this quote based on the available information at the time of proposal generation*

*The work effort estimate may be adjusted accordingly as new information is taken into account resulting from additional discovery or needed environmental remediation.

UbiStor SafeStor[®] Recovery Pricing and Terms

UbiStor provides a complete turnkey data protection solution, allowing your organization the flexibility and peace of mind you need.

Hardware:

(5) Datto SIRIS S3-B2000 2TB Appliances including 5-Year Hardware Warranty

Cloud Services:

Cloud Storage
System Recovery

Services:

(1) Installation Services
(1) Training Services

Term:

3 Year

Monthly Pricing

Qty.	Description	Price/Month	Monthly Cost
5	Datto Siris S3-B2000 - 1 Year Cloud Retention	\$479.00	\$2,395.00
Total:			\$2,395.00

One Time Charges

Qty.	Description	Unit Price	Total
5	Datto Siris S3-B2000 2TB Appliance	\$1,854.00	\$9,270.00
1	Installation and Training (MPS Central Office)	\$750.00	\$750.00
Total:			\$10,020.00

UbiStor Responsibilities

The Professional Services and Support teams at UbiStor provides remote monitoring and management solutions you need to implement and operate a truly unified data management solution. UbiStor engineers will augment and enhance your IT staff to speed migration, reduce deployment time, and further improve your return on investment.

Implementation

If requested, UbiStor provides expert implementation services by trained and certified engineers to ensure your deployment goes as planned. This is a turnkey solution; our professional service team and the customer will work together to accomplish the following tasks:

- **Appliance Procurement and Configuration** – Appliances are provisioned and shipped onsite in preparation for installation.
- **Policy and Schedule Configuration** – Data demands are calculated based on job window constraints, bandwidth availability, data volume, and data classification. Business requirements relative to data retention, backup and restore windows, off-site storage, and end-user service level agreements are discussed in order to create the proper policies and schedules.
- **Agent Configuration and Deployment** – Deployment and configuration of applicable system agents for the protected systems within the customer environment.
- **Replication and Target Configuration** – Each SafeStor Recovery solution is configured as a hybrid private cloud, with dedicated resources for maximum efficiency, security and performance. As a part of the implementation, there is an appliance located at the primary site. Additionally, a local seed copy of data will be collected and replicated to the cloud. This process will be carefully coordinated across all sites requiring hardware for the deployment.
- **Verification and Testing** – Post implementation, the UbiStor engineer will make any necessary configuration changes and update and test restore capabilities. UbiStor will also test and validate each step along the implementation process.
- **Training and Support** – Post implementation, the UbiStor engineer will provide foundation training including an overview of the architecture and day to day administrative tasks including backup and restore functions, schedule creation, and reporting. Additional training available upon request.

Monthly Services

- Unlimited system licenses for Windows, Mac OSX, and Linux agents, (excluding X1)
- Snapshots of protected systems, applications, and files
- Replication of snapshots to the cloud for storage and retention
- Restoration of systems and individual files from the device and cloud
- On-Site Virtualization on the device, Hybrid Virtualization through the device to the Cloud, and Off-Site Virtualization in the Cloud
- 24/7/365 US-based technical support

- Every System is entitled to 30 days of Off-Site Virtualization per year, after which a \$175 fee per hour will apply
- Granular Recovery of Exchange, SQL, and SharePoint through unlimited licenses for Kroll OnTrack's software

Additional Notes

- All Business and Professional models are field upgradeable except X1, X2, B3000, and P10000. Only the E6000 and E12000 models are field upgradeable for the Enterprise models.
- All devices include a 5 year hardware warranty, except the SIRIS X1 which includes a 3 year warranty.
- Contracts require consecutive monthly service payments for the entire committed service term agreed to; commencing within forty-five (45) days of the invoice, or discount will be forfeited. If service contract is cancelled prior to end of committed service term, a lump sum payment for remaining service contract term will be due immediately. Service contracts are non-transferrable.
- All time-based cloud retention follows the schedule below:
 - Intra-dailies to dailies after 7 days
 - Dailies to weeklies after 2 weeks
 - Weeklies to monthlies after 6 weeks
- Switching to Infinite Cloud Retention (ICR), if not selected at time of device purchase, is subject to a conversion fee. The conversion fee is waived for new devices and/or devices that have been purchased within the last 45 days.
- SIRIS 3 X1 allows for one system license.
- SIRIS 3 X2 allows for two system licenses.

Customer Responsibilities

- Designate a knowledgeable contact(s) to participate in the project kickoff meeting and for all necessary communications, access and hands-on customer-environment tasks relative to this project
- Provide UbiStor with reasonable access to and from all areas and systems affected by the performance of tasks defined in the UbiStor Responsibilities section of this document
- All Customer site Internet and WAN/LAN connectivity for the backup solution
- Installation of appliance at the customer site
- Managing daily backups, review verifications and alerts, and restores on the system

About UbiStor

UbiStor, Inc. is a privately held IT managed solutions provider founded in 2001 by a group of seasoned Fortune 500 executives with decades of experience in the disaster recovery arena. UbiStor possesses core competencies that include data protection, tiered recovery and hosting solutions and provides high quality, cost effective solutions in a consultative approach ensuring proper business protections are understood and utilized. UbiStor continually strives to exceed client expectations as part of the company culture and has numerous references across the business vertical and solution spectrums.

We understand that our company's success is heavily dependent on the resources we employ. This includes the systems we utilize for support and implementation, our vendors and partners, and most importantly our people. Researching and retaining the appropriate systems ensure efficient tracking and handling of all support issues. Close partnerships with our vendors maintains tight supply chain management and effective resource channels. UbiStor continually evaluates new technologies and providers, delivering industry leading solutions. We hire and train our workforce to retain required skills and provide proficient support with a commitment to continuing education and certifications.

UbiStor's commitment to service excellence is reflected by SSAE 16 SOC 2 Type 2 certification and membership in the International Association of Managed Service Providers. SSAE 16 is a widely recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). This represents that UbiStor has been through an in-depth audit of control objectives and activities demonstrating superior controls and safeguards. Membership in the MSPAlliance shows UbiStor's pledge to operate under the Managed Service Providers Code of Ethics and high technical standards.



- Thousands of projects completed
- Petabytes of storage under management
- 100% data restore success rate

We have prepared a quote for:

Magnolia Public Schools

DBOB Proposal (CMO)




Quote #: 027885 v2



03/21/2017


DBOB Proposal (CMO)

Quote #027885.2 prepared for Rasul Monoshev, Magnolia Public Schools

Business Development Executive: Jason Nedelman, jnedelman@calnettech.com (818) 701-5753

Monthly Disk Based and Online Backup Services	Price	Qty	Extended
DBOB includes Cal Net's hybrid cloud and on-premise Disaster Recovery as a Service (DRaaS) solution providing you a GUARANTEED business continuity solution managed by Cal Net.			
 <p>SIRIS 3 B2000 Business Month to Month Cal Net DBOB (Disk Based and Online Backup) with Unlimited Cloud Based Storage - Tower Chassis - 2TB Raw / 1TB Usable storage - 32GB RAM, Xeon D 1521 - Dual x 10GbE RJ45 Ethernet ports - 250w Power supply 120/240v - Unlimited # of Machines protected - 1 to 2 recommended Virtual Machines at time. (Varies according to source machine resource needs)</p> <ul style="list-style-type: none"> > Unlimited system licenses for Windows, Mac OSX, and Linux agents > Take snapshots of protected systems, applications, and files > Replicate snapshots to two DBOB Cloud locations for storage and retention and cloud Restore systems and individual files from the DBOB device > On-Site Virtualization on the device, Hybrid Virtualization through device to the DBOB Cloud, and Off-Site Virtualization in the DBOB Cloud > Granular Recovery of Exchange, SQL and SharePoint through unlimited licenses for Kroll Ontrack's software 	\$162.30	5	\$811.50
Off Premise Cloud Based Data Retention: Cloud based data retention enables your DBOB device to synchronize an unlimited amount of data to up to two cloud based storage datacenters.			

Monthly Disk Based and Online Backup Services		Price	Qty	Extended
	<p>Unlimited Cloud Based Storage – One (1) Year Retention</p> <p>Includes the monthly recurring costs of the "Unlimited Cloud Based Backup Storage" for the life of contract agreement, including one (1) year of time based retention. At this point, data is being retained for one (1) year in the cloud, and is subject to the intra-daily, daily, weekly and monthly conversion schedule set forth in the Cloud Archiving policy described below.</p> <p>Cloud Archiving Policy: Unlimited cloud storage is subject to the intra-daily, daily, weekly and monthly conversion schedule set forth below, for the duration of agreement. The amount of retention years will depend upon the policy selected but all consolidation is based upon the following pre-defined schedule;</p> <ul style="list-style-type: none"> * Intra-Daily to Daily after 3 days * Daily to Weekly after 2 weeks * Weekly to Monthly after 1 month * Monthly backups are deleted on a rolling basis, the oldest first, commencing the first month after one (1) year. <p>~ Every System backed up to the Cloud Based Storage is entitled to 30 days of Off-Site Virtualization per year, after which a \$150 fee per hour will apply.</p>	\$267.96	5	\$1,339.80
Support and Maintenance of the DBOB Unit and related services only.				
	<p>DBOB Monthly Support & Maintenance</p> <p>Cal Net DBOB (Disk Based and Online Backup) Includes the Following Maintenance Warranty & Support:</p> <ul style="list-style-type: none"> - Unlimited Remote DBOB support provided by the Cal Net DBOB HelpNET team. - Unlimited file & server restoration provided by the Cal Net DBOB HelpNET remote team. (**Disaster Recovery scenarios are considered projects & outside the scope of normal restores.) - Unlimited patching of the DBOB units to keep them up-to-date. - Unlimited Software upgrades as they are released for DBOB units. - 24x7 Monitoring of your DBOB unit. <p>- Any defect in hardware as a result of ordinary use and/or disaster will be assessed and deemed as replaceable under the discretion of a certified Cal Net Technology Group technician. Once deemed replaceable, Cal Net will express ship a replacement device with offsite data seeded to the device, if necessary.</p> <ul style="list-style-type: none"> - All incoming requests for file restoration provided by the Cal Net DBOB HelpNET remote team. - 48 hour replacement guarantee. - Ability to upgrade your unit to a larger or smaller unit for no additional cost other than the cost difference of the unit itself. 	\$86.05	5	\$430.25
Monthly Disk Based and Online Backup Services		Subtotal:		\$2,581.55

Deployment Service		Price	Qty	Extended
	DBOB Deployment Per Statement of Work	\$1,850.00	1	\$1,850.00
Deployment Service			Subtotal:	\$1,850.00

Recap	Amount
Monthly Disk Based and Online Backup Services	\$2,581.55
Deployment Service	\$1,850.00
Total:	\$4,431.55

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Cover Sheet

Approval of AssetWorks Contract

Section: II. Consent Agenda
Item: B. Approval of AssetWorks Contract
Purpose: Vote
Submitted by:
Related Material: II B Asset Management.pdf



Board Agenda Item #	II A
Date:	May 8, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Suat Acar, MPS Chief Operations Officer
RE:	Contract Approval for AssetWorks

Proposed Board Recommendation

I move that the board awards the winning bid based on the vendor evaluation matrix and approve the purchase of Asset Management solutions provided by AssetWorks. The approved vendor, machine model, and pricing will be effective fiscal year 2017-18.

Background

The current asset management system for MPS Home office and schools does not meet the standards as required by LACOE. The cloud based asset management solution with accessibility from anywhere and with detailed reporting capability is recommended to comply with the standards and requirements. The RFP process was opened on March 17, 2017 and closed on March 30, 2017. RFP evaluation committee consisted of MPS CFO, Ms. Montijo, MPS COO, Mr. Acar, and MPS IT Director, Mr. Monoshev. The committee evaluated the bids and recommends AssetWorks according to following factors:

Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
Total	100.00%

Budget Implications

The purchase of MPS Asset Management Solutions is budgeted for 2017-18 fiscal year.

- Asset Tagging and Labeling service-\$18,000 (one time)
- AssetMax software \$10,336 (annual)

Name of Staff Originator: Rasul Monoshev

Received Price Quotes for MPS Asset Management Solutions Need

	AssetWorks	InvGate	AssetPanda	Hayes Software
Item 1: Cloud Based Asset Management Software	\$ 10,336.00	\$ 13,650.00	6649.51	NA
Item 2: Tagging and Labeling Service 7,000 assets, 11 locations	\$ 18,000.00	\$ 15,750.00		NA
Total Price (40%)	\$ 28,336.00	\$ 29,400.00	\$ 6,649.51	NA
Functionality/specification of items(30%)	All RequestedSpecs and items	All RequestedSpecs and items	Software only	NA
Vendor Qualifications(20%)	Well Qualified	Good Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good

Evaluation

Pricing including tax (Max 40 points)	40	35	40	0
Functionality/specification of items (Max 30 points)	30	30	15	0
Vendor Qualifications (Max 20 points)	20	18	20	0
Terms and Conditions (Max 10 points)	10	10	10	0
	100	93	85	0

The Winning bid is AssetWorks (The pricing and experience in public schools are a plus in the decision making)



REQUEST FOR PROPOSALS FOR THE ASSET MANAGEMENT SOLUTION

(Due Date – March 30th, 2017)

PURPOSE

The Magnolia Public Schools(MPS) is accepting proposals for the purchase of asset management and asset tagging and labeling solution for below sites.

MPS Central Office	250 East First St STE1500, Los Angeles, CA 90012
MSA-1	18238 Sherman Way, Reseda, CA 91335
MSA-2	17125 Victory Blvd., Van Nuys, CA 91406
MSA-3	1254 East Helmick Street, Carson, CA 90746
MSA-4	11330 West Graham Place, Los Angeles, CA 90064
MSA-5	18230 Kittridge St., Reseda, CA 91335
MSA-6	3754 Dunn Dr., Los Angeles, CA 90034
MSA-7	18355 Roscoe Boulevard, Northridge, CA 91325
MSA-8	6411 Orchard Ave., Bell, CA 90201
MSA-Santa Ana	2840 W. 1st Street, Santa Ana, CA 92703
MSA-San Diego	6365 Lake Atlin Ave., San Diego, CA 92119

GENERAL TERMS AND CONDITIONS FOR RFP PROPOSAL GUIDELINES

1. Each item request and guideline in the RFP must be known and properly addressed in the proposal.
2. All equipment in proposal must conform to specifications provided in the RFP.
3. The Vendor must provide terms of warranty on all products
4. The Vendor shall provide a clear breakdown of equipment and services costs.
5. The Vendor must provide an estimated timeline for product delivery.
6. Proposal must be valid for 60days.

All questions regarding the RFP should be addressed in writing to Rasul Monoshev, IT Director, rmonoshev@magnoliapublicschools.org.

PROPOSAL SUBMISSION

Proposals are to be submitted no later than 5:00 PM PST, Thursday, 03/30/2017 with



options below:

- Email price quote to mpsassets@magnoliapublicschools.org
- Mail to: Rasul Monoshev, MPS Asset Management Solution

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012

ACCEPTANCE/REJECTION OF PROPOSAL SUBMISSIONS

The Magnolia Public Schools reserves the right to accept or reject any and all proposals or any portion of any and all proposals at their discretion. While price is an important consideration, it will not be the sole determining factor in the selection of a Vendor. Payments will not be made nor orders submitted until after the Magnolia Public Schools Board of Directors has accepted a proposal and awarded it as the winning proposal submission. A contract will exist between the Magnolia Public Schools and the Vendor upon selection of the winning proposer.

COMPENSATION

Payment 60 days after invoice date. The payment will not be issued until after both the Vendor and Magnolia Public Schools agree that the project is complete and meets all requirements.

RFP Revisions

The Magnolia Public Schools reserves the right to modify or issue amendments to the RFP at any time. The Magnolia Public Schools also reserves the right to cancel or reissue the RFP at any time. Notices will be posted to http://magnoliapublicschools.org/apps/pages/index.jsp?uREC_ID=284296&type=d. It is the sole responsibility of the proposer to monitor the URL for posting of such information.



RFP EVALUATION

All qualified, responsive proposals will be evaluated using the following factors and weights.

Factor	Weight
Cost of products and services (required, highest weight)	40%
Functionality/completeness/specifications of proposed solution	30%
Vendor: qualifications, credentials, certifications, experience, references	20%
Contract terms and conditions	10%
Total	100.00%

RFP EVALUATION COMMITTEE and EVALUATION TIMELINE

RFP Evaluation Committee

The RFP Evaluation committee members are as follows:

Suat Acar, Chief Operations Officer
Nanie Montijo, Chief Financial Officer
Rasul Monoshev, IT Director

RFP Evaluation Timeline

RFP announcement: March 17th, 2017
RFP Submission Deadline: March 30th, 2017 5pm
RFP Evaluation Committee Meeting: March 31st, 2017, 10am
MPS Regular Board Meeting to finalize the selection of the vendor, April 5th, 2017

EQUIPMENT & SERVICES SPECIFICATIONS

- **Item 1: Cloud Based Asset Management Software**
Quantity: 1
Description:
 - ✓ Cloud based asset monitoring software
 - ✓ 11 Users
 - ✓ 7000 Assets



✓ 11 Locations listed in this RFP

- **Item 2:** Tagging and labeling service

Quantity: 1

Description:

- ✓ 7000 Assets
- ✓ 11 Locations listed in this RFP

Delivery/Shipping

NOTE: No dock at this location.

Ship to Address:

Rasul Monoshev

Magnolia Public Schools, 250 East First St STE1500, Los Angeles, CA 90012

March 29, 2017

Rasul Monoshev
IT Director
Magnolia Public Schools
250 East First Street, Suite 1500
Los Angeles CA 90012

RE: Fixed Asset Management Services

Dear Mr. Monoshev:

AssetWorks LLC is pleased to submit our proposal to provide Magnolia Public Schools (MPS) comprehensive fixed asset inventory and management services which will include physical asset inventory and verification of assets, barcode tagging of non-tagged assets, asset exception reporting (additions/retirements/transfers) and certified appraisal reports to meet external audit requirements, the financial reporting requirements of GASB 34/35 and proper asset accountability and stewardship.

AssetWorks LLC is uniquely qualified to provide the inventory and reconciliation services, utilizing significant knowledge of asset reporting and audit compliancy. The goals go beyond counting assets and recording serial numbers, the understanding of the larger picture, populating software systems and the utilization of technology to achieve compliancy on multiple levels. These are the theories AssetWorks LLC employs, taking a proactive stance and taking the initiative to develop ideas and bring new tools and techniques to better serve our clients

Please contact me directly at 800-428-1925x1806 or via e-mail at greg.friz@assetworks.com with any questions or to schedule a meeting at your convenience.

Respectfully Submitted,
AssetWorks LLC



Gregory N. Friz, Managing Director

AssetWORKS

Request For Proposals For The Asset Management Solution

to:



Respectfully Submitted by:

AssetWorks LLC

Gregory N. Friz

Managing Director

6404 Wilshire Blvd., Suite 750

Los Angeles, CA 90048

greg.friz@assetworks.com

www.assetworks.com

Phone: 800-428-1925 x1806

TABLE OF CONTENTS

	PAGE #
STATEMENT OF QUALIFICATIONS	3
WORK PLAN	4
COSTING AND VALUATION METHODOLOGY.....	7
PROJECT DELIVERABLES	8
PROJECT FEES AND AUTHORIZATION	10
ADDENDUM A – REFERENCES	11
ADDENDUM B – RFP EXCEPTIONS	12
ADDENDUM C – TERMS AND CONDITIONS.....	12
ADDENDUM D – ASSETMAXX SOFTWARE	13
ADDENDUM E – ASSETMAXX ASP AGREEMENT	19

STATEMENT OF QUALIFICATIONS

AssetWORKS

AssetWorks LLC offers asset management solutions that embrace all aspects of capital asset and asset verification tracking, valuation and reporting. Our innovative solutions help organizations to vastly improve GASB34/35 compliance, generate detailed financial reports, carry out depreciation and capitalization modeling, track property disposal, generate property insurance reports, and much more.

MPS can confidently select AssetWorks LLC as a partner to provide asset management services. Specializing in providing asset management consulting, inventory, reconciliation, and valuation we offer:

- Two decades providing Enterprise Asset Management software solutions (EAM) and have the reputation of being the “best of class” provider. We are proud members of the Association of School Business Officials (ASBO), California Association of School Business Officials (CASBO) and the National Property Management Association (NPMA).
- With offices nationwide we offer our clients the resources of a national firm with the local knowledge of a small, local company.
- AssetWorks LLC is the technology pioneer in asset management solutions. We have the most advanced enterprise asset solution to support our client’s asset management needs.
- We have successfully provided asset management tracking, verification and consulting services for more than 5,000 entities across the United States, Europe, and Puerto Rico including **over 1,000 educational clients.**

AssetWorks LLC is a Constellation Software, Inc. company. Constellation Software, Inc. is an international provider of market-leading software and services to a variety of industries, across both public and private sectors. The company was founded in 1995 and has a large, diverse customer base of 70,000 customers, operating in over 100 countries around the world. Constellation is an extremely healthy organization with consolidated revenues exceeding US\$1.2 billion.

WORK PLAN

Our in-house staff will conduct an onsite inspection to inventory and verify all capital machinery and equipment assets with an original cost of \$5,000 or greater and fixed assets with an original cost of \$300 and greater including all iPad's and Chromebooks regardless of cost. The resulting data will provide MPS proper accountability and stewardship of capital assets, assist with the financial reporting requirements of GASB 34, and external audit requirements. Additionally, identifying depreciable lives and calculation of accumulated and annual depreciations will take place followed by reporting in a format that is both useable and compliant. Data will be provided in both hard copy and electronic formats.

Planning & Project Coordination

After a thorough analysis of the required project scope, a work plan will be developed to coordinate, perform, and provide a comprehensive and accurate physical inventory and reconciliation. The work plan will include:

- Inventory and verification schedule
- Identify current locations and organizations for asset ownership
- Review of current fixed asset system
- Finalize quality control procedures
- Review deliverables

MPS Assistance

The success of this project substantially lies in the preparations and pre-project planning. We ask MPS for assistance with the following:

- Notify key departments and contacts at each site of the project
- Enable access to all sites, buildings and rooms (master keys where possible)
- Prepare a current list of licensed vehicles to be included in the reports
- Provide the most recent fixed asset data in MS Excel format
- Items to be inventoried must be accessible, without the need to move or unpack items.
- Computer carts must be unlocked to be included in the inventory

Asset Inventory Implementation Plan:

With over 30 years of fixed asset data collection and reconciliation experience, AssetWorks has married software functionality with smart hardware technology. Easy data capturing methods and full mobile database capabilities are the cornerstones of AssetWorks mobile asset inventory and reconciliation services. Mobile asset data collection and verification services are conducive to an accurate and efficient asset inventory and verification process by streamlining inventory workflow processes.

Asset Inventory & Verification Work Plan	Schedule
Task 1-Project Planning	
➤ Establish project/client team	Week 1
➤ Establish communication plan	Week 1
➤ Review current fixed asset system file layout	Week 1
➤ Obtain current fixed asset data (MS Excel)	Week 1
➤ Confirm Deliverables	Week 1
➤ Develop inventory schedule	Week 1
Task 2-Asset Inventory & Verification	
➤ Perform site inventory	Week 3-5
➤ Record asset location data elements (site/building/room)	Week 3-5
➤ Record pertinent asset data (manufacturer, model, serial, etc.)	Week 3-5
➤ Record existing tag or apply barcode tag	Week 3-5
➤ Include licensed vehicles based on MPS provided information	Week 3-5
➤ Assign original cost based on data match to MPS information	Week 6-8
➤ Develop original cost (when not provided)	Week 6-8
➤ Assign normal life	Week 6-8
Task 4-Deliverables	
➤ Preliminary reports (Exceptions)	Week 10
➤ Review preliminary reports	Week 11-12
➤ Prepare final report	Week 13
➤ Master data file	Week 13

Asset Inventory and Verification-Machinery, Furniture & Equipment

A detailed inspection and field inventory will be conducted at all buildings, identifying each asset by location, building and room. The on-site asset inventory and verification will:

- Verify asset existence based on scanned re-inventory
- Confirm asset location to the site/building/room level
- Confirm custodial responsibility
- Identify unrecorded assets such as additions, retirements and transfers
- Verify asset status and condition

All assets included in our inventory and verification will be recorded and categorized by major account. This segregation of items will assist in reporting asset valuation totals for capital asset reporting formats. Our staff will utilize hand held computers equipped with laser scanners to verify the asset data and record any missing information including the following data:

- | | |
|--------------------------------|-----------------------------------|
| a. Asset Identification Number | i. Building |
| b. Description | j. Site/Location |
| c. Quantity | k. Room/Sublocation |
| d. Acquisition Date | l. Cost Information |
| e. Manufacturer | m. Funding Source |
| f. Model | n. Department |
| g. Serial Number | o. Normal Useful Life |
| h. Asset Account | p. Miscellaneous (e.g. old tag #) |

Barcode Tagging- AssetWorks LLC appraisers will record the existing tag number or apply an MPS provided bar code tag and enter the tag numbers along with all the corresponding asset information into the database.

Property Excluded

Buildings, land and land improvements will be excluded from AssetWorks service.

COSTING & VALUATION METHODOLOGY

The offsite valuation portion of the project entails the research and calculations necessary to formulate historic costs. The project manager and quality control supervisor work hand-in-hand to ensure the integrity of the data. The focus is on completeness, accuracy and proper formatting of all data prior to final processing and delivery.

Our investigation of the property will follow generally accepted appraisal techniques and will include the use of specific techniques necessary to develop valid and acceptable original cost and date of acquisition for each asset. This includes use of the straight-line method of depreciation. We will determine original cost by using the following costing methods:

Direct Costing method will be used where historical data is readily available from MPS records. The actual purchase cost and acquisition date will be maintained for those assets. While AssetWorks LLC is not proposing a detailed line-by-line reconciliation, our staff will work with records as provided by MPS to tie back original cost and dates of acquisition on recent acquisitions.

Standard Costing is used when inventoried property units/groups not reconciled to a historical record receive an estimated cost, where possible, based upon a standard cost (a known average installed cost for a like unit) at the estimated acquisition date.

Normal Costing method will be used where no historical information is readily available. These assets will be valued on a current basis and back-trended to an estimated date of acquisition to estimate the original cost. During the costing and valuation procedures, all items will be assigned a useful life. The useful life of an item will determine its approximate replacement year.

During the course of the valuation research, our appraisers will examine all assets to determine original cost, defined as follows:

ORIGINAL COST is the amount originally paid to acquire the asset, including such cost as set-up charges; transportation; taxes; engineering and architectural fees; and title insurance. If an asset was donated or bought for a nominal sum, GAAP requires that the asset be accounted for at market value as of the date of acquisition.

PROJECT DELIVERABLES

Reports will be presented in an easy-to-read format and include asset exception reports, draft reports, final detail summary reports as well as a master data file. A narrative section that will certify our inventory and valuation and document our procedures will precede your reports. Reports will include:

Reconciliation Process

Throughout the inventory process, the inventory data is analyzed for discrepancies and inventory exceptions. Upon completion of the onsite fieldwork and offsite valuations, a data match comparing the existing MPS provided fixed asset database to the database of information recorded during the onsite fieldwork will occur resulting in the following reports:

- Inventoried Assets-“Matches”
- Unrecorded Additions
- Unrecorded Retirements

**Asset reconciliation results will vary based on MPS fixed asset record accuracy and detail within the current fixed asset listing. AssetWorks is not proposing a reconciliation service, determination of the asset status (retired/added) included with our exception reports is the responsibility of MPS.*

Preliminary Reports

Draft Summary and detail reports will be sent via email in .pdf format for review. We provide two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance, AssetWorks LLC will then prepare and deliver final reports in electronic and hard-copy format.

Final Reports

One original of the final report will be provided in hardcopy format. Our conclusions will assist MPS with meeting the financial reporting requirements of GASB 34, external audit requirements and accountability and stewardship of MPS assets. Final Reports will include:

Final reports will include:

Accounting Reports

Master Asset Listing

Electronic Reports (MS Excel format)

PROJECT FEES & AUTHORIZATION

AssetWorks is pleased to present this proposal for both fixed asset inventory and the AssetMAXX software solution. MPS may choose to move forward with this total package; however, MPS has the option to choose either the Inventory or the AssetMAXX software solution; one is not dependent on the other. If MPS decides to select the AssetMAXX software solution without the Inventory Services, the set-up fee for AssetMAXX will need to be adjusted accordingly.

Please initial the option selected, sign the acceptance page and email a copy to greg.friz@assetworks.com. All professional fees outlined below are in US Dollars and include out-of-pocket expenses. AssetWorks will invoice MPS 70% of fees at completion of our field work portion of the project with the final contract amount invoiced with our draft reports. Invoices are due within 30 days of receipt.

Fee Schedule:

		Authorization
Fixed Asset Inventory and Verification Services	\$18,000*	_____

**AssetWorks fees are based on the inventory of 7,000 assets at 11 locations. Should the asset count exceed 7,000 an additional fee of \$2 per asset will be incurred.*

		Authorization
AssetMAXX Software – Year 1	\$7,120	_____

Please see fee breakdown below

AssetMAXX Fee Schedule

AssetMAXX ASP Fixed Asset Software

	No .of Units	Fee	Total
One Time AssetMAXX Setup Fee	1	\$1,600	\$1,600
Year 1 Base AssetMAXX Software (Includes 1 System Administrator User) (Includes \$1,484 Software Initiation Fee & \$636 Software Hosting)	1	\$2,120	\$2,120
Year 1 Additional AssetMAXX User (Includes \$196 Software Initiation Fee & \$84 Software Hosting)	10	\$280	\$2,800
AssetMAXX WebEx Training	1	\$600	\$600
Total (Year 1) AssetMAXX Investment		Total	\$7,120
Base AssetMAXX Annual Renewal Fee	1	\$1,296	\$1,296
Additional AssetMAXX User Annual Renewal Fee	10	\$192	\$1,920
AssetMAXX Annual Renewal Fee (Hosting, Maintenance, & Support)		Total	\$3,216

Notes

- 1) Software Initiation will be invoiced upon completion of base configuration and User Access provided
- 2) AssetWorks will invoice the customer for 100% of fees upon completion of implementation.
- 3) AssetWorks will invoice annually for year 2 renewal, maintenance, and support.
- 4) AssetMAXX ASP Agreement Will Be Required

As an option, AssetWorks has listed the fees for the Mobile AssetMAXX solution. Mobile AssetMAXX gives MPS the ability to conduct their own re-inventories of assets. This is an optional module and is not included with the cost of AssetMAXX.

Optional Mobile AssetMAXX Fees

Mobile AssetMAXX License	2	\$1,500	\$3,000
Year 1 Maintenance & Support	2	\$300	\$600
Hardware: Acer Windows Tablet	2	\$350	\$700
Hardware: Socket Series 7Ci v3 Bluetooth Barcode Scanner	2	\$325	\$650
Total (Year 1) Mobile AssetMAXX Investment		Total	\$4,950
Annual Renewal (Maintenance & Support)	2	\$300	\$600

Thank you for the opportunity to propose our comprehensive asset management solution. We look forward to working with you on this important project.

RESPECTFULLY OFFERED BY:

ACCEPTED BY:

AssetWorks LLC

Magnolia Public Schools



Signature: _____

Name: _____

Gregory N. Friz , Managing Director
March 29, 2017

Title: _____

Date: _____

ADDENDUM A-REFERENCES

During the past two decades, AssetWorks LLC staff has provided fixed asset management and inventory services to thousands of educational entities nationwide. Recent clients served by the AssetWorks LLC team similar in scope include:

Santa Ana Unified School District	Antelope Valley Community College
Santa Ana, CA	Lancaster, CA
Contact: Mr. Jon Geiszler	Contact: Stan Moore
Phone: (714) 558-5624	Phone: (661) 722-6300 x6909
Email: jonathon.geiszler@sausd.us	Email: smoore@avc.edu
Fixed asset inventory & management services in 2012 and 2015	Fixed asset inventory, verification & reconciliation
ADA: 52,000	
Chula Vista Elementary School District	San Bernardino Unified School District
Chula Vista, CA	San Bernardino, CA
Contact: Bernadette Faustino	Contact: Jim Cunningham
Phone: (619) 425-9660 x1383	Phone: (909) 381-1152
Email: Bernadette.faustino@cvesd.org	Email: jim.cunningham@sbcusd.com
Asset inventory since 2015	Fixed asset inventory & verification services in 2010 and scheduled in 2015
ADA: 22,500	ADA: 48,000

ADDENDUM B-RFP EXCEPTIONS

AssetWorks has reviewed the terms in the Request for Proposals issued March 17, 2017 (“Customer Terms”). If awarded the opportunity, AssetWorks is prepared to discuss a mutually agreed contract containing all relevant terms for its services consistent with the Customer’s Terms and with AssetWorks’ response.

Provision:	AssetWorks Request:
Acceptance/Rejection of Proposal Submissions	AssetWorks reserves the right to comment and contribute to completion of the Customer Terms.
Compensation	Invoice payments are due 30 days after invoice date.
Standard Agreements (new)	AssetWorks’ response includes its standard agreement and terms that contain the typical terms under which AssetWorks licenses software and performs services for its customers. AssetWorks is prepared to work with the Customer to reconcile any differences between the Customer Terms and AssetWorks’ standard terms.
Intellectual Property (new)	AssetWorks’ solution is a proprietary solution, and AssetWorks will retain all pre-existing intellectual property and any derivatives thereof.
Limitation of Liability (new)	By corporate policy, AssetWorks requires a limitation of liability in all contracts capping the amount of damages to the contract amount paid and the type of damages to direct.

ADDENDUM C-TERMS AND CONDITIONS

- 1) AssetWorks LLC shall provide guidance to the MPS in determining the data required for purposes of the contemplated services. MPS further agrees to provide all data specifically requested, including documentation and information to AssetWorks LLC in a timely manner. AssetWorks LLC shall assume without incurring liability therefore, that all data so provided is correct and complete.
- 2) In the event that MPS provides additional and/or corrected data, documentation and information at a later date, AssetWorks LLC's efforts with respect to such additional and/or corrected data, documentation and information shall be deemed additional services and compensated in addition to the fees set forth herein based on applicable hours, professional fees and expenses.
- 3) MPS acknowledges project completion upon delivery of final reports. Final report delivery occurs only upon either acceptance of the preliminary reports data by MPS or upon the passing of the two-week (10 business days) period of time after preliminary report delivery, whichever comes first.
- 4) The fees proposed in this contract are valid for a period of 90 days.
- 5) To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.
- 6) MPS and AssetWorks LLC shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

ADDENDUM D-ASSETMAXX & MOBILE ASSETMAXX SOFTWARE

AssetMAXX incorporates all of the necessary capital asset tracking and reporting tools into an easy to use web-based package. Easy asset maintenance and overall system navigation are the cornerstones of the AssetMAXX design. AssetMAXX has a general look and feel that users are accustomed to when using the web. In addition to its capital asset tracking capabilities, AssetMAXX also allows for the tracking and updating of real property for insurance reporting and insurance placement purposes. It provides users with significant advantages over a traditional client-server or stand-alone software. With AssetMAXX, the application and data are housed in a secure data center. AssetWorks handles the day-to-day system and database administration responsibilities that otherwise would need to be managed by an organization's Information Technology Department. In essence, users rent the application and access it over the web thus eliminating the internal need for costly hardware and time consuming maintenance.

AssetMAXX encompasses all areas of capital asset and real property tracking and reporting. A few of its many features include:

Capital Asset Reporting & Depreciation

A full detailed depreciation schedule is automatically generated as soon as the capital asset is posted in the database. The detail of the scheduled depreciation is viewable at any time from the asset detail. Numerous standard financial reports are provided, displaying results in both detail (asset line item) and summary formats. The standard financial reports include values such as total cost, depreciation expense, accumulated depreciation, book value, gain/loss, and period-over-period changes. The user can select any date range for the reports, providing flexibility to run year-to-date, month-to-date, or any other date range, in detail or summary, for any defined depreciation book.

Funds are grouped into Fund Types, and Departments are grouped into Activity (Function or Program) rollup codes, relevant for GASB Statement 34 compliant financial reporting. Asset Classes are grouped into user-defined Class Accounts such as Construction, Machinery & Equipment, or Licensed Vehicles for higher-level aggregate reporting. Summaries are provided for such groupings as Fund Type, Activity, Department, Asset Class, or Class Account.

All necessary entries and transactions are stored permanently and retrieved by date, so no end-of-period close-out process is required. Coupled with the date-range design of the reports, this also allows the user to project future data as well as run (or re-run) past or present reports.

Asset Disposal Generator

The Asset Disposal Generator allows you to create one mass disposal transaction, define the shared disposal information (description, date, percent, method, status), select the assets to be included for disposal, and – when processed (finalized) – the generator will create individual disposal transactions for each of the selected assets.

This is useful when you need to dispose of several assets at once with the same disposal information. For example, if you conduct a physical reinventory and have a list of assets that cannot be found, you may want to dispose of them all with the description “Not found during physical reinventory”, or if there is a large-scale theft or fire, there could be a number of assets to be disposed of together.

Both full disposals and partial disposals are tracked in an auditable history table and all disposed amounts are reconciled in financial reporting, including gain/loss for each associated depreciation book.

Relocation of Assets

Relocation allows you to relocate multiple assets, from various locations to one location, effective on the same date, in one pass. This is useful if, for example, you move the contents of an entire room to another room, or relocate the assets of an entire building to an offsite warehouse.

Standard and Ad Hoc Reports

AssetMAXX provides a comprehensive reporting system for Property Control Officers to gather and report system data. Both ad hoc and standard reporting features are available thus giving users with the appropriate permissions access to all asset data contained within the system. All reports provide basic search functions, which allow the user to report on assets using the most commonly reported criteria. In addition, an advanced ad hoc search function allows users to select up to ten additional asset data items on which to specify search criteria and include in reports.

In addition to addressing an organization’s capital asset tracking and reporting needs, AssetMAXX can also be used by Client to address their insurance reporting and real property tracking needs. Color photo reports of Client-owned structures can be generated, insurable values updated, and properties added, edited, or deleted. AssetMAXX has been developed with Risk Managers in mind as it has special property insurance reporting features built in to the system.

AssetMAXX includes a sophisticated reporting system for all financial, insurance, and property tracking needs. Detailed reports providing transfer information and logs allow for easy tracking of assets among locations and cost centers. Accounting reports supply end users with detailed fund and depreciation data for all capitalized and controlled assets. Components of assets such as buildings, software and other property can be detailed through the AssetMAXX insurance reports. Ad hoc searching and filtering makes finding the information you are looking for simple.

AssetMAXX provides the ability to track and group a fixed asset inventory based on a standard or user-defined asset classes. Users can easily add new fixed assets, transfer assets among departments, funds, or locations, partially or fully dispose assets, and generate a full range of reports at the detail or summary level. Asset Classes define key defaults which simplify data entry of standard fixed assets while allowing individual overwrites for non-standard assets.

Fixed assets may be assigned to a number of departments and funds, allocated by percentage of the total cost. All transfers among funds or among departments are tracked by date and user to provide a full audit trail. All asset relocations are similarly tracked by date and user for a full history.

Asset disposal transactions (both full disposals and partial disposals) are tracked in an auditable history table and all disposed amounts are reconciled in financial reporting. Assets which are disposed are never deleted or removed from the system. The status of these assets have changed to inactive which is an archival status in which the assets are still available to view and run reports against.

Multiple Levels of Security and Access

AssetMAXX includes customized web page interfaces for each individual user based on their access level and permissions and allows for the customization of user roles and permissions. These roles may be customized for a particular organization's needs through the user administration module and permissions may be assigned for each specific user as each organization may have different rules regarding access to information.

All areas of capital asset and real property tracking and reporting are provided by AssetMAXX. Easy asset entry and maintenance is the cornerstone of the AssetMAXX design. All features are quickly accessed from the main asset entry menu. From here, all major system functionality can be reached. AssetMAXX provides easy to use tools for the entry, posting and disposal of assets. Transfers can be performed on an individual asset or through mass transfer and physical inventory functions. Authorized users can easily transfer assets between locations and cost centers based on varying criteria. User defined fields allow the Client to customize asset data as their needs change and expand over time.

Mobile AssetMAXX

Easy data capturing methods and full mobile database capabilities are the cornerstones of the Mobile AssetMAXX software design. In addition to its data reconciliation capabilities, Mobile AssetMAXX gives users the ability to capture tags via barcode scanner, HF RFID, UHF RFID, as well as manual entry. Mobile AssetMAXX is the most flexible and accurate asset reconciliation software available in the fixed asset industry.

Mobile AssetMAXX is our licensed Mobile software for use with multiple operating systems. The flexibility of the software lets customers deploy it on any piece of equipment running a full OS and Java. Mobile AssetMAXX enables users to import data directly from their AssetMAXX database, collect their field information and verify existing assets, and update their AssetMAXX fixed asset database using this efficient and smart tool.

Our Mobile AssetMAXX software features are conducive to an accurate and efficient data reconciliation process by streamlining re-inventory workflow processes.

- Mobile AssetMAXX provides the ability to import data from AssetMAXX to conduct physical inventories using barcode and RFID technology. Upon completion of the physical inventory, all asset data can be exported in compatible formats for updating AssetMAXX.
- Physical inventories can be conducted by location or by asset group.
- The program also maintains real time statistics on assets found, not found, and added during the current inventory.
- Mobile AssetMAXX also provided users the ability to transfer assets that are scanned in locations where they were not previously assigned.
- Mobile AssetMAXX enables users to add new assets to the database as they are discovered during an inventory.
- Mobile AssetMAXX provided asset exception reporting right in the application to assist with the reconciliation of assets that are not found during the physical inventory process.

Mobile AssetMAXX Features

- Download and view your fixed asset inventory.
- Add new assets on the fly, capturing all relevant data measures.
- Transfer assets from one location to another in one step.
- Reconcile assets based on tag number, serial number, or asset ID.
- Conduct your re-inventory filtered by location or asset custodian.
- Reconcile missing assets on site.
- Supported software license with periodic software updates and tech support.

Tablet PC Recommendations

Mobile AssetMAXX can be installed on any device running a full OS and Java. This includes everything from laptops to tablets. Paired with a Bluetooth barcode scanning device, we feel that the portability of tablet PCs make for an efficient and user friendly inventory experience using Mobile AssetMAXX.

ADDITIONAL ASSETMAXX FEATURES INCLUDE:

Fast, Reliable and Easy Access to Data

User Friendly Graphical User Interface

Secure Server Location and Administration

Secure Authentication, Data Encryption and User Log for Accountability

Document & Images Uploads on Asset Details

Barcode Scanner Interface

Multiple Capitalization Levels

Vendor Responsiveness and Help Desk

In order to achieve system reliability, the Help Desk must be able to provide prompt response to Client questions, issues and problems. The end user of the system must be confident that if they have a question, need assistance in running a complex Ad-Hoc report, or are unexpectedly unable to access the system, that reliable help will be available immediately.

AssetWorks has built a very strong reputation for providing expert customer service. When an AssetMAXX user sits down to the keyboard and enters the AssetMAXX URL, the system must supply them with needed data or a screen for entering required information concerning a property transaction.

In the event that the system is not providing the expected service, even if simply due to user error, the help response needs to be fast, effective, and respectful. When a request for assistance is routed to the Help Desk at AssetWorks, the requestor has to know that it will be taken care of in an efficient and effective manner.

The AssetWorks Help Desk will respond quickly to any trouble call that it receives. Problem resolutions will be prompt, followed by documentation outlining the problems encountered and the resolution taken. All appropriate Client Team members will be given access to the Web-based Help Desk support. In situations where AssetWorks staff discovers an actual or potential problem, it will be immediately reported to the Client. This will allow timely discussion of the pertinent issues and the rapid development of a course of action.

Unlimited technical support is available to AssetMAXX users. The fee for support is included in the fixed annual fee. The establishment of the help desk manned by AssetWorks software engineers will ensure expedited and consistent responses to end user questions regarding application operation and maintenance.

AssetWorks will dedicate individuals who have expert knowledge in the design and operation of AssetMAXX to provide help desk support to all authorized Client users. The help desk will be manned from 8:00 AM through 5:00 PM CST, Monday through Friday, excluding state government holidays. The help desk will be accessible by both telephone and e-mail. Telephone calls after posted business hours will be received by an answering system, with help desk personnel responding the next business day. Help desk staff will provide immediate response for all help desk inquiries.

ASSETMAXX STANDARD TERMS AND CONDITIONS

1. AssetWorks will invoice the customer for 100% of fees upon issuance of deliverables identified above. Payments are due within 30 days of invoice receipt and past due amounts are subject to late fees of 1 ½ % per month.
2. All software is subject to the standard software license, and all software maintenance or services quoted will be subject to the AssetMAXX ASP agreement located at www.assetworks.com/AssetMAXX_Agreement/
3. All items in the quote referenced above have been provided on a fixed fee basis. Any changes to the requirements of the quote will be subject to additional fees.
4. The customer acknowledges project completion upon delivery of all items in the attached quote.
5. Customer and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.
6. To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.
7. AssetWorks shall not retain ownership rights of customer's data. Should the customer choose to no longer utilize the software AssetWorks can provide a standard media download and standard fees will apply.
8. All hardware quoted will be subject to manufacturer's warranty only.

ADDENDUM D-ASSETMAXX ASP AGREEMENT

Application Service Provider Agreement

This Application Service Provider Agreement (“Agreement”) is effective as of _____ (“Effective Date”), by and between AssetWorks LLC (“Provider”), with offices located at 168 Industry Drive, Pittsburgh, PA 15275 and [Client Name] (“Customer”), with offices located at [Client Address] _____, on the following terms and conditions:

1. AGREEMENT OVERVIEW

Provider provides its proprietary application known as AssetMAXX (“Software”) and associated services to support customers at either its data center located at 998 Old Eagle School Road, Suite 1215, Wayne, PA 19087 or a third party data center (“Data Center”). This Agreement describes the services to be provided by Provider and the respective responsibilities of the parties. This Agreement incorporates the following Attachments, which are hereby incorporated by reference and shall be considered an integral part of this Agreement:

- Attachment 1 Scope of Services
- Attachment 2 Fee Schedule

2. SERVICES

Provider will perform the services (“Services”) as described in the Scope of Services, set forth in Attachment 1. The general scope of services addressed by this Agreement includes the operation, maintenance and support of the Customer’s Database for the Software provided under this Agreement. The Services specifically exclude operation and maintenance of the following:

- Customer hardware, including without limitation, Customer’s servers, printers, network hardware (including routers and switches) and other computing equipment located at the Customer site;
- Customer licensed software other than noted in the Scope of Services; and
- Customer Local Area Networks (“LAN”).

3. TERM

The Term of the Agreement shall commence as of the Effective Date and shall continue for one year (“Initial Term”) unless terminated earlier as set forth below. This Agreement shall renew on the anniversary of the Effective Date unless otherwise terminated by the Customer or Provider in writing prior to the renewal date (“Renewal Term”). If not terminated prior to the start of the Renewal Term, Customer owes Provider for the entire Renewal Term.

4. FEES AND PAYMENT

4.1. Customer shall pay Provider the applicable fees as set forth in the Fee Schedule, Attachment 2.

4.2. Provider shall invoice Customer upon the later of (i) signature of this Agreement, (ii) installation of Customer data, or (iii) annually on the anniversary of the Effective Date for any renewal. The invoice will include one line item reflecting the total amount of the 12-month agreement based on the number of user accounts ordered at inception. Additional monthly invoices will be sent to Customer for any additional user accounts created the previous month, as well as for any additional data conversion, training, or other related costs ordered by the Customer. All invoiced fees shall be due and payable within 30 days of the date of an invoice. All payments shall be made in United States Dollars without deduction for any taxes or withholding or other offset, and shall be sent to Provider’s address set forth on the signature page of the Agreement. Any amounts not paid when due will be subject to interest accrued at twelve percent (12%) per annum, or the maximum rate permitted by law, if lower.

- 4.3. Provider reserves the right to suspend or terminate this Agreement and Customer access to the Service if the Customer fails to timely pay any invoice and is not cured within ten (10) days. Customer will continue to be charged and hereby agrees to pay for Service during any period of suspension. Customer's failure to pay any invoice after this ten (10) day period shall constitute a material default hereunder and shall entitle Provider to exercise any and all rights and remedies provided herein. Upon termination of this Agreement for any reason except a material breach by Provider, Customer will be obligated to pay the balance due on in accordance with Attachment 2 within thirty days of invoice date. In the event of a dispute between the parties that does not result in a termination of the Agreement, Customer agrees to make payments due under the Agreement pending the resolution of the dispute.

5. **RESPONSIBILITIES**

Provider's responsibilities are set forth in the Scope of Services, Attachment 1. The Customer is responsible for:

- A. Assigning a primary and alternate customer representative to coordinate all communications and activities related to Provider services.
- B. Providing user identification data and determining the appropriate security profile for each user.
- C. All on-site printing. No print job will print at the Data Center. All physical printing requirements will be the responsibility of the Customer.
- D. The purchase and installation of printers at Customer's sites for the Application being utilized as defined in the Scope of Services.
- E. Installation, operation and maintenance of Customer's LAN, existing data communications configuration, hardware, or software at the Customer's site except as otherwise stipulated in the Scope of Services. This is defined as all lines, switches and routers from the Customer site up to the Provider's site.
- F. User/site-based administrative tasks (e.g., *ad hoc* report generation, creation and printing).
- G. Testing updates and fixes applied by Provider to applications used by Customer. With the exception of emergency fixes, Customer will test updates and fixes in the test environment and confirm testing results with Provider prior to their introduction to the production environment within a mutually agreed upon time frame.
- H. Testing upgrades. Upgrades will be moved to production by the Provider at the end of the Customer testing period unless specific problems are documented in writing to Provider.
- I. Although a Help Desk is available to support and assist Customer in diagnosing and resolving connectivity problems of all types, it is Customer's responsibility to diligently analyze suspected problems at the Customer location to determine their specific nature and possible causes before calling the Provider for assistance. Notwithstanding this diligence requirement, Customer is responsible for reporting of problems and Customer analysis of same to Provider in a complete and timely manner.

6. **OWNERSHIP OF DATA**

Customer shall not obtain any ownership rights, title or interest in the software, hardware or systems developed or employed by Provider in providing Services under the Agreement. Provider shall not obtain any ownership rights, title or interest to Customer's data files. Upon expiration or termination of the Agreement for any reason, Customer may obtain a copy of Customer's data files, as they exist at the date of expiration or termination pursuant Attachment 1 "Obligations Upon Termination of Contract".

7. WARRANTY DISCLAIMER/LIMITATION OF LIABILITY

EXCEPT AS EXPRESSLY SET FORTH HEREIN, PROVIDER SPECIFICALLY DISCLAIMS ANY OTHER EXPRESS OR IMPLIED STANDARDS, GUARANTEES, OR WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT AND ANY WARRANTIES THAT MAY BE ALLEGED TO ARISE AS A RESULT OF CUSTOM OR USAGE, ANY WARRANTY OF ERROR-FREE PERFORMANCE, OR ANY WARRANTY OF THIRD PARTY PRODUCTS, OR FUNCTIONALITY OF THE CUSTOMER'S HARDWARE, SOFTWARE, FIRMWARE, OR COMPUTER SYSTEMS. PROVIDER SHALL NOT BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, (INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST REVENUES OR PROFITS, LOSS OF USE OR EQUIPMENT DOWN TIME, AND LOSS OF OR CORRUPTION TO DATA) ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CUSTOMER HEREBY AGREES THAT PROVIDER'S TOTAL LIABILITY FOR ANY AND ALL LIABILITIES CLAIMS, OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, HOWSOEVER CAUSED AND REGARDLESS OF THE LEGAL THEORY ASSERTED, INCLUDING BREACH OF CONTRACT OR WARRANTY, TORT, STRICT LIABILITY, STATUORY LIABILITY OR OTHERWISE, SHALL NOT, IN THE AGGREGATE, EXCEED FEES PAID TO PROVIDER DURING THE PREVIOUS 12-MONTH PERIOD. THE PARTIES ACKNOWLEDGE AND AGREE TO THE FOREGOING LIABILITY RISK ALLOCATION.

8. TERMINATION FOR DEFAULT

8.1 Either party may terminate this Agreement if (i) the other party fails to perform a material obligation of the Agreement and such failure remains uncured for a period of 30 days after receipt of notice from the non-breaching party specifying such failure; or (ii) a party ceases to conduct business, becomes or is declared insolvent or bankrupt, is the subject of any proceeding relating to its liquidation or insolvency which is not dismissed within 90 days or makes an assignment for the benefit of creditors.

8.2 Upon termination for whatever reason and regardless of the nature of the default (if any), Customer agrees to pay Contractor in full for all goods and/or services provided to, and accepted by, Customer under this Agreement and/or any task order hereto within 30 days of the invoice date.

9. NOTICES

All notices under this Agreement will be in writing and will be delivered by personal service, facsimile or certified mail, postage prepaid, or overnight courier to such person and address as may be designated from time to time by the relevant party. Provider's initial notice address is set forth in the signature block below. The Customer's initial notice address is as follows:

Name:
Client:
Address:
City State Zip:
Tel. No.
Fax No.

10. NON-WAIVER OF RIGHTS

The failure of either party to insist upon performance of any provision of this Agreement, or to exercise any right, remedy or option provided herein, shall not be construed as a waiver of the right to assert any of the same at any time thereafter.

11. **RIGHTS AND REMEDIES NOT EXCLUSIVE**

Unless otherwise expressly provided herein, no right or remedy of a party expressed herein shall be deemed exclusive, but shall be cumulative with, and not in substitution for, any other right or remedy of that party.

12. **SEVERABILITY**

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any manner.

13. **ASSIGNMENT**

Neither the Agreement nor any duties or obligations hereunder shall be assigned or transferred by either party without the prior written approval of Provider, which approval may not be unreasonably withheld, delayed or denied.

14. **GOVERNING LAW; VENUE**

The Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law principles. Subject to Section 16 below, the parties agree that the sole jurisdiction and venue for actions related to the subject matter hereof shall be the state and U.S. Federal courts in the County of Delaware, Pennsylvania. Both parties consent to the jurisdiction of such courts and waive any objections regarding venue in such courts.

15. **INTERPRETATION**

The captions and headings used in this Agreement are solely for the convenience of the parties, and shall not be used in the interpretation of the text of this Agreement. Each party has read and agreed to the specific language of this Agreement; therefore no conflict, ambiguity, or doubtful interpretation shall be construed against the drafter.

16. **DISPUTES**

The parties will seek a fair and prompt negotiated resolution within ten (10) days of the initial notice of the dispute ("Dispute"). If the dispute has not been resolved after such time, the parties will escalate the issue to more senior levels. If the parties are unable to resolve any dispute at the senior management level, then any controversy, claim or Dispute arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Before commencing any such arbitration, the parties agree to enter into negotiations to resolve the Dispute. If the parties are unable to resolve the Dispute by good faith negotiation, either party may refer the matter to arbitration. The arbitration shall take place in the County of Delaware, Commonwealth of Pennsylvania. The arbitrator(s) shall be bound to follow the provisions of this Agreement in resolving the dispute, and may not award any damages, which are excluded by this Agreement.

The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

17. **MULTIPLE COPIES OF COUNTERPARTS OF AGREEMENT**

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18. **FORCE MAJEURE**

Neither party shall be liable for any failure of or delay in performance of its obligations (except for payment obligations) under this Agreement to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this Agreement or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. Neither party shall be liable to the other for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

19. **RELATIONSHIP OF PARTIES**

Contractor is an independent contractor in all respects with regard to this Agreement. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, agency, or other relationship other than that of contractor and customer.

20. **THIRD PARTY BENEFICIARIES**

This Agreement does not create, and shall not be construed as creating, any rights or interests enforceable by any person not a party to this Agreement.

21. **WAIVER OR MODIFICATION**

No provision of the Agreement may be waived or modified unless in writing specifically referencing this Agreement and signed by representatives of both parties against whom enforcement of the purported modification or waiver is sought. Waiver of default of any provision of the Agreement shall not operate or be construed as a waiver of any subsequent default of such provision, nor shall a waiver of any one provision of the Agreement be deemed to be a waiver of any other provision.

22. **ENTIRE AGREEMENT; CONFLICTING PROVISIONS**

The Agreement and any attachments thereto contain the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior or contemporaneous proposals, discussions, agreements, Customer issued purchase order or document of like intent or purchase, understandings, commitments, representations of any kind, whether oral or written, relating to the subject matter hereof or the Services to be provided hereunder.

23. **AUTHORIZATION**

Each of the parties represents and warrants that the Agreement is a valid and binding obligation enforceable against it and that the representative executing the Agreement is duly authorized and empowered to sign the Agreement

24. **SURVIVAL**

The provisions of sections 4, 6, 7, 14, 16 and 22 shall survive the termination or expiration of this Agreement.

25. **COUNSEL**

By execution of this Agreement, each of the Parties acknowledges and agrees that it has had an opportunity to consult with legal counsel and that it knowingly and voluntarily waives any right to a trial by jury of any dispute pertaining to or relating in any way to the transactions contemplated by the Agreement, the provisions of any federal, state or local law, regulation or ordinance notwithstanding.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement through their duly authorized representative(s).

“Provider”
AssetWorks LLC

“Customer”
[Client Name]

Signature

Signature

Date:

Date: _____

Michael B. Borello
Division Vice President
168 Industry Drive
Pittsburgh, PA 15275
Telephone: 412.809.0600
Fax: 412.809.0777

Contact:
Title:
Address:
City, State, Zip:
Telephone:
Fax:

Attachment 1 - Scope of Services

The services, functions, processes and activities described below will be collectively described as the “Services” for purposes of this Agreement. All Services will be provided by the Provider to the Customer.

1. Application

Application refers to the Software known as AssetMAXX. The Application for purposes of this Agreement also include the operating system, utilities, scheduled batch cycles, database software and all necessary licenses required to successfully and adequately operate the Software in accordance with this Agreement.

2. Hardware

The Application will be hosted on Provider supplied servers in the Data Center. If required and requested by Customer, Customer shall provide the telecommunications equipment (including the routers to be installed at the Data Center and Disaster Recovery Center site), communication line and services for connection from Customer’s site to the Data Center and Disaster Recovery Center.

3. Database Instances

A single Production Database instance will be maintained for Customer. This Production Database will provide the daily, real-time transaction data to the registered Users.

4. Hours of System Operations

The Application will be accessible and available to the Customer and capable of any and all normal operating functions 24 hours a day, seven days a week except for previously approved and Scheduled Maintenance. The Provider will not be held responsible for inaccessibility arising from communications problems occurring anywhere beyond the Provider’s side of the router resident at the Provider’s Data Center, nor will these hours of unavailability be counted as unavailable for purposes of the Service Level.

5. Availability

If the Application is available less than 95% of all “Available Hours” in the calendar quarter, Customer may at its option terminate this Agreement and Provider will waive the Service Termination Fee identified in Section 5 of Attachment 2. Scheduled Maintenance hours will not count as unavailable hours. “Available Hours” means the product of the number of days in the quarter times 1440 minutes, less Scheduled Maintenance. Should the Customer identify an instance of non-compliance related to availability, the Customer will deliver written notification to the Provider. Upon notification by the Customer of Contractual Non-Compliance, the Provider will research the problem and respond to the Customer by the next business day.

6. Help Desk Operations

Provider will maintain a Help Desk to receive Customer calls to report, log and resolve any problems with the Services identified by the Customer.

Customer will be allowed unlimited calls to the Help Desk as long as Customer remains in compliance with all contractual commitments between Customer and Provider.

While the Application will be available to the Customer on Holidays, the Help Desk will operate on an “after Business Hours” schedule on Holidays. Provider currently recognizes the following Holidays:

New Years Day	Memorial Day	Columbus Day	Boxing Day
Martin Luther King Day	Fourth of July	Thanksgiving Day	
Presidents Day	Labor Day	Christmas Day	

Additional Holidays may be added upon prior written notice to Customer.

- 6.1 **Help Desk Inquiry Settlement** - Customer inquiries to the help desk will be settled in a timely manner. Help desk personnel will attempt to resolve the inquiries themselves. In more complicated cases, the inquiry may be settled by escalating a task to the engineering team or a Data Center specialist. Provider will track the average time that is needed to resolve a help desk incident.
- 6.2 **Scheduled Communication** - Regularly scheduled Provider communications with the Customer will be performed in a timely manner. The list of regular communications will be mutually determined. These may include, but are not limited to, newsletters and issue updates.
- 6.3 **Communication On Request** – Ad-hoc requests for information by the Customer will be handled in a timely manner based on the timing commitment made by Provider in each case. The delivery times for ad-hoc communications will be estimated by Provider as they are requested, based on their criticality and the length of preparation time required.
- 6.4 **Data Center Announcements** – Provider will notify the designated Customer representative by email of anticipated changes in the system availability with as much advance notice as possible.
- 6.5 **Feedback** – Provider will conduct periodic surveys of key customer contracts to assess general Customer perceptions of the level of service being provided. Surveys will be formatted to support Service Level Objectives.

Notwithstanding the foregoing, the Provider shall not be responsible for the maintenance, accuracy or completeness of the Customer data except as set forth herein.

7. **Backup Retention**

Backups will be made daily in three (3) month increments. After 90 days, a new cycle will begin and the existing backups will be overwritten.

8. **Maintenance**

The Provider will complete Scheduled Maintenance of the Application on a weekly basis. This Scheduled Maintenance will consist of downtime of the Application mutually agreed upon by the Customer and the Provider. Scheduled Maintenance will include database reorganization and any other weekly requirements that allow the Application to successfully and adequately operate.

If the Provider is required to perform additional maintenance outside of the Scheduled Maintenance window, it will notify the Customer in writing of its request. The Customer and the Provider will mutually agree on the downtime, which will then be considered Approved Maintenance.

9. **Data Recovery**

In the event of a loss of data because of a failure of Provider or Data Center, the databases will be successfully restored as quickly as possible.

10. **Obligations Upon Termination of Contract**

- 10.1 **Customer's Obligations Upon Termination or Expiration** Upon termination or expiration for any reason, all rights granted hereunder to the Customer shall forthwith terminate, and:

- (a) Customer shall immediately and permanently cease to use the Application and Services in any manner whatsoever except as reasonable required to obtain its data,
- (b) Customer shall make all payments due. If Customer fails to give notice of termination before the start of any renewal period, Customer owes Provider for the entire renewal period.

10.2 **Provider's Obligations Upon Termination or Expiration** Upon termination or expiration for any reason, all rights granted by Customer hereunder to the Provider shall forthwith terminate, and:

- (a) Provider shall immediately and permanently cease to use, in any manner whatsoever, all of the Customer's Proprietary Marks and distinctive forms, slogans, signs, symbols, and devices associated with the Customer including, without limitation, all signs, advertising materials, displays, stationary, forms and any other articles which display such proprietary marks,
- (b) Provider will allow Customer reasonable access to the Customer's Production Database, and any and all other databases, scripts, utilities or files maintained by Provider on behalf of Customer for Customer to obtain its data,
- (c) Provider will use commercially reasonable efforts to assist Customer in affecting a smooth transition of the Application and Services to Customer or any other vendor chosen by Customer, and
- (d) Provider, when directed by Customer to do so, will delete all of Customer's data in Provider's possession from any data storage media under control of the Provider. Unless otherwise agreed in writing, Provider shall have no obligation to retain the data for more than thirty (30) days after termination of the Agreement.

Attachment 2 – Fee Schedule

1. **Start-up Fee**
Provider shall charge Customer for any related startup requirements to account for any data conversion and hardware configuration time that might be required in establishing the Customer database. Any startup fees will be disclosed to the Customer in writing and will require written Customer authorization prior to executing this agreement. Startup fees are a one-time fee and are not applicable on an annual basis.
2. **Annual Service Fees**
Access to Software will be made available to registered users at the following rates in the fees section. If additional users are desired, they can be added to the Agreement by contacting the Provider. The rates listed above will apply. Customer database will be monitored to ensure access is granted only to registered users.
3. **Special Service Fees**
Fees for diagnostic/corrective action time when a problem is determined to be Customer-caused, and other fee-based service activities is as follows:
 - Onsite Support - \$150 per hour plus expenses; two-day minimum charge to account for required travel time
 - Remote Support - \$150 per hour
 - Onsite Training - \$2,000 per day plus expenses
4. **Fee Adjustments**
The fees set forth herein shall remain in effect during the initial one (1) year term of the Agreement. Thereafter, Provider shall have the right to adjust its fees no more than once a year upon 30 days prior written notice to Customer.
5. **Early Termination**
In the event that Customer elects to terminate Provider services other than at the expiration of a twelve-month period, no refund will be paid to Customer. Customer's data and active user logins will be available to Customer through the end of the applicable twelve-month period. If Customer does not terminate before the start of a renewal period, Customer will be obligated to pay Provider for the entire renewal period. If Customer does not timely pay a renewal invoice, Provider may suspend services and/or pursue payment and exercise what other rights and remedies available under this Agreement.
6. **Provider Fees For Data Export**
In the event that Customer elects to terminate this Agreement and requests Provider assistance exporting the data, Provider will estimate the required effort and provide Customer with a quote for such requested assistance. The Software does have export capabilities which can be performed by Customer without assistance; accordingly, Customer is not required to request Provider assistance.
7. **Travel, Meals and Lodging**
In addition to the fees set forth above, Customer shall reimburse Provider for airfares, meals, ground transportation and other reasonable living expenses incurred by Provider in support of the Agreement during provision of support services at the Customer site.



Response to Request for Proposal

Asset Management Solution

Date: March 30, 2017

Organization: **Magnolia Public Schools**

Sales Executive: Lon Mackey

Telephone: +1 978-764-2970

E-mail: Lon.Mackey@InvGate.com

March 30, 2017

Mr. Rasul Monoshev, IT Director
Magnolia Public Schools
250 East 1st Street, Suite 1500
Los Angeles, CA 90012

Dear Mr. Monoshev,

InvGate Software is pleased to respond to your Request for Proposal for the Asset Management Solution, due March 30, 2017. We really appreciate the opportunity to do business with the Magnolia Public Schools (MPS).

As a leader in the IT Asset Management and Service Desk areas, InvGate has helped both public and private organizations solve many of the challenges associated with supporting large, distributed computer and software estates. We also offer very flexible and competitive license and support models to assist with what can be one of the highest cost group of assets to maintain.

The package we have put together to support MPS in achieving its goal of better tracking and management of its IT assets includes our flagship Asset and Service Desk systems, along with inventory agents sufficient to cover the entire computer population. These user-friendly applications will allow the School to customize many of the forms and reports, as well as processes throughout, which over time will result in a system that will have the power and capabilities of systems at ten times the cost.

For barcode tagging and initial inventory, we will work with a local partner, The Inventory Specialists, located in Granada Hills, CA. The Inventory Specialists are one of the premier school inventory and barcode service providers in L.A. County, with a further specialization in K-12 environments. They will also be involved in any planning and discovery calls that InvGate holds with MPS.

We look forward to answering any questions that MPS has on this proposal or anything else related to our services.

Thanks again for the opportunity to participate.

Sincerely,

Lon Mackey

Director, US Public Sector and Partner Sales
978-764-2970
Lon.mackey@invgate.com
www.invgate.com



Scope

Included in this Proposal:

Implementation

- Assistance with installation of the application; 1 Server-side, 7,000 clients
- Assistance with agent (client) push installation (Windows PCs, Macs, Laptops)
- Assistance with asset templates (iPads, Chromebooks)
- Product Maintenance
- Training on the Asset Management tool, its use and generation of reports.
- Log-in to Cloud-based Service Desk for 11 Concurrent Users (for query and reporting)

Maintenance

- Technical Support:** Clients are provided unlimited access to our Web Support Portal, Telephone Support and Self Service Knowledge Base to access documentation, request assistance and for problem reporting during the license period.
- Software Upgrades:** The maintenance service includes version updates that are released to the market during the license period. It should be noted that migration to new versions is not mandatory

License Structure

- InvGate Service Desk is licensed by quantity of Technicians / Profiles responsible for resolving tickets, without limit on the amount of end users.
- InvGate Asset Management is licensed by quantity of Workstations / Servers (nodes) that are within the network to be managed and analyzed. Only Windows and Mac desktops and laptops are charged for; other platforms (iOS, Chromebooks) that are entered into the system through import or manual entry are not charged for, which may reduce the cost of the application
- Annual licenses are sold on an annual basis.
- Perpetual Licenses include access to service, support and upgrades for 1 year after purchase, with access to these benefits in subsequent years available for the Annual Service Fee defined herein.

Pricing

This proposal includes:

- Annual Licenses for **InvGate Assets**, 7,000 Asset Nodes in 11 locations; 11 Concurrent Users
- All Upgrades and Technical Support
- InvGate Service Desk Cloud Portal
- Asset Barcode Tagging with Inventory Collection
- Upgrade to full InvGate Service Desk functionality at no further cost

Annual License – Inventory Software

Description	Unit Cost	Year One	Year Two
InvGate Assets Manager: 7000 Nodes @ \$1.00/Node	\$ 1.00	\$ 7,000.	\$ 7,000.
Asset / Network Discovery, Remote Control, Financials		Included	Included
Software Management, Metering, Watch Lists, Alerts		Included	Included
InvGate Service Desk Cloud Portal: 11 Concurrent Users	\$ 350.	\$ 3,850.	\$ 3,850.
Cloud, Web UI, Service Desk Ticketing		Included	Included
Professional Services: Implementation (2 days)	\$ 1,400.	\$ 2,800.	\$ 0
TOTAL		\$ 13,650.	\$ 10,850.

Barcode, Inventory Services

Description	Year One	Year Two
Barcode Asset Tagging: 7,000 nodes, 11 locations @ 2.25/node	\$ 15,750.	\$ 0
Travel, labor, asset collection	Included	Included
Unlimited Technical Support	\$ 0	\$ 0
TOTAL	\$ 15,750.	\$ 0

Totals

Description	Year One	Year Two
Item 1: Cloud Based Asset Management Software	\$ 13,650.	\$ 0
Item 2: Tagging and Labeling Service 7,000 assets, 11 locations	\$ 15,750.	0
TOTAL	\$ 29,400.	\$ 10,850.

Offer expiration and payment requirements

This offer expires 30-JUNE-2017. The implementation of the product will be coordinated once the Purchase Order has been received, and payment must be completed within 30 days of the receipt of said purchase order.

For further questions or to coordinate implementation, please contact:

Sales Executive: Shiraz Hemani **Telephone:** +1 813-468-0572 **Email:** Shiraz.Hemani@InvGate.com



Assets (Includes)

- IT Inventory
- IT Network Discovery
- IT Remote Desktop
- IT Software Deployment
- IT Software Metering
- IT Financials & Lifecycle
- IT Advanced Report
- IT Licensing Management
- IT Change Management
- Endpoint Security
- Customized Reports
- 100% Web-based interface

Asset Management

Powerful web-based software to control, maintain, and efficiently manage your IT infrastructure.

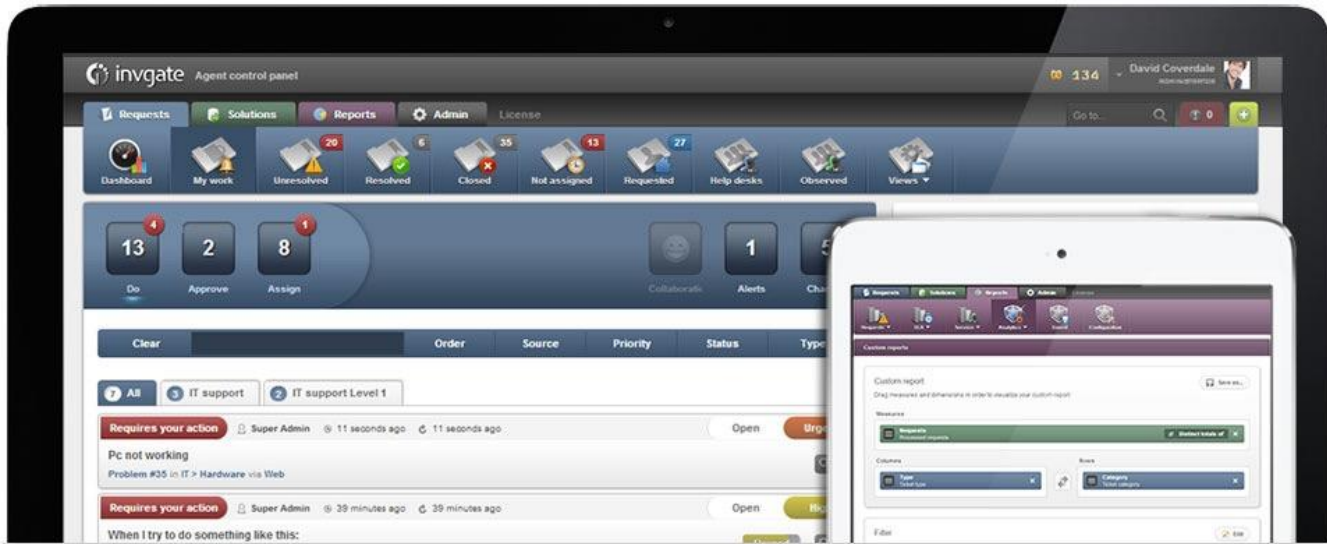
InvGate Asset Management is a solution designed to guarantee the total control of your IT infrastructure from a single administration console. Thanks to **InvGate** your IT Administrators, Management, and Executives will have a 360° view of your technology platform.

Its “Drill Down” design and powerful report generator converts InvGate Asset Management into a “Business Intelligence” platform for your IT infrastructure.

The “All In One” format of **InvGate** permits the centralized and intuitive management of your IT Assets, licenses, CMDB, change control, alarm notifications, financial information, calculation of depreciation, management of guarantees, administration of groups, control of software installed within your network, and much more.

- ✓ Automatic Inventory, including detailed information on hardware, software, and additional devices installed in each workstation.
- ✓ Change Control. Notifications and Alarms
- ✓ Financial information and calculation of depreciation
- ✓ Management and allocation of licenses
- ✓ Update to date reports for Hardware and Software (White list /Black list) Licensing, Networks, etc.
- ✓ Custom Report Generator
- ✓ Historical Information regarding IT assets
- ✓ Dashboard of Alarms
- ✓ 100% web interface





Service Desk (Includes)

- Ticketing
- Business Analytics
- Work Flows
- Knowledge Base
- Self Service
- SLA
- Customized Reports and Forms
- Multi-department support
- Breaking News
- Time Tracking
- Email Integration
- Incident Administration and Monitoring
- Dashboards
- Triggers (Automatic Actions)
- Multilingual Support
- Mobile Access
- 100% Web-based interface
- Gamification

Service Desk

Intuitive web-based software to manage, analyze, and automate your support services.

InvGate Service Desk was created with the purpose of centralizing the interaction between IT or Support Services and their end users. More than simply intuitive and powerful Help Desk Software, its unique design and intelligent processes guarantee straightforward and total control of service within your organization from a single console.

InvGate Service Desk is a hub that facilitates the management of support requests for everything from IT to Human Resources. It allows you to document standard processes for requests and implement them automatically when needed. The drill-down design, social networking format and advanced reports make InvGate Service Desk a modern, streamlined, but truly powerful Business Intelligence Solution.

As you would expect, Service Desk allows you to manage ad hoc requests for unique or unexpected situations like regular help desk software. Its ticketing system allows you to simply and intuitively respond to issues as they present themselves and to develop rapid and precise solutions that that proactivity meet your client's needs.

Based on ITIL best practices, Service Desk offers the latest thinking in Service Management to provide a robust and comprehensive solution for modern service support.

Its combination of advanced design, processes, and functionality gives InvGate Service Desk the ability to improve your efficiency, reduce workload for support teams, and significantly streamline service levels.

InvGate Services Desk: Take Your Support to the Next Level



INVGATE INC. U.S. CORPORATE DATA

CORPORATE ADDRESS: 1714 Stockton Street 3rd floor #270
San Francisco, CA 94133
USA

FEDERAL TAX ID (TIN): 99-0378110

DUNS NUMBER: 079869542

CAGE CODE: 7E8Z0

DOMESTIC / INTERNATIONAL WIRE TRANSFER / ACH:

BANK: SIL VLY BK SJ
(SILICON VALLEY BANK)

BANK ADDRESS: 3003 TASMAN DRIVE
SANTA CLARA, CA 95054
USA

ROUTING & TRANSIT # 121140399

CREDIT ACCOUNT #: 3301333469

SWIFT CODE: SVBKUS6S

FOR CREDIT TO: Invgate Inc.

CHECKS:

PAYABLE TO: Invgate Inc. (For Deposit only to Invgate Inc.)

1714 Stockton Street 3rd floor #270
San Francisco, CA 94133

One Time Credit Card Payment Authorization Form

Sign and complete this form to authorize InvGate Inc. to make a one time debit to your credit card listed below.

By signing this form you give us permission to debit your account for the amount indicated on or after the indicated date. This is permission for a single transaction only, and does not provide authorization for any additional unrelated debits or credits to your account.

Please complete the information below:

I, _____, authorize InvGate Inc. to charge my credit card account indicated
(full name)

below for _____ on or after _____.
(amount) (date)

Billing Address _____

Phone# _____

City, State _____

Email _____

Zip Code _____

Account Type: Visa MasterCard AMEX

Cardholder Name _____

Account Number _____

Expiration Date _____

CVV / Security Code _____

SIGNATURE _____

DATE _____

I authorize the above named business to charge the credit card indicated in this authorization form according to the terms outlined above. This payment authorization is for the goods/services described above, for the amount indicated above only, and is valid for one time use only. I certify that I am an authorized user of this credit card and that I will not dispute the payment with my credit card company; so long as the transaction corresponds to the terms indicated in this form.

For further questions or to coordinate implementation, please contact:

Sales Executive: Shiraz Hemani **Telephone:** +1 813-468-0572 **Email:** Shiraz.Hemani@InvGate.com

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3) Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.) 1714 Stockton St., 3rd Floor #270	Requester's name and address (optional)	
	6 City, state, and ZIP code San Francisco, CA 94133		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
OR									
Employer identification number									
9	9			-			0	3	7
								8	1
									1
									0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest and dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ <i>Terry Siddall</i>	Date ▶ 1-January-2016
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1096 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filed-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



12007 Research Boulevard
Suite 103
Austin, Texas 78759
office: 800-749-5086
fax: 512-749-5086
www.hayessoft.com

Re: Request for Proposal, MPS Asset Management Solution

March 24, 2017

Dear Rasul Monoshev,

Hayes Software Systems prides itself as the leading asset management solution in the country, counting district-wide deployments in 32 of the largest 100 districts in the U.S. It is after much thought and with great regret that we will not be able to respond to this RFP. This is based on a number of different factors:

- Hayes Software Systems is not the low-cost provider, and given the high weighting on price for this RFP, our alignment on this would be compromised.
- We would like the opportunity to ask additional questions of MPS that would allow us to make more targeted recommendations for the deployment of your asset management solution and physical inventory services. Given the RFP's brevity, we are not able to generate an accurate and comprehensive proposal for an asset management solution for MPS.

Our sincere hope is for MPS to recognize Hayes as the leader in this space, and allow for a period of questioning and/or delay the due date for this RFP to provide additional clarity regarding the district's expectations. If a new RFP is released, we would certainly respond and would look forward to the opportunity to prove our contention that we are the best solution for Magnolia Public Schools.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kristin Burroughs'.

Kristin Burroughs

National Account Manager
800-749-5086
kburroughs@hayessoft.com
Hayes Software Systems



Annual Subscription Quote

Asset Panda, LLC
 3001 Dallas Parkway, Ste. 590
 Frisco, TX 75034



Date: 03/28/2017
 Account Manager: Andy Rousos
 Phone: 469-573-2592
Andy@AssetPanda.com

- *One Year Pricing Includes 10% Discount
- *Two Year Pricing Includes 20% Discount
- *Three Year Pricing Includes 30% Discount

Item	Notes	Total
One Year Subscription for 8,000 Assets	10% Annual Recurring Discount	\$6,649.51
Two Year Subscription for 8,000 Assets	20% Annual Recurring Discount	\$11,821.34
Three Year Subscription for 8,000 Assets	30% Annual Recurring Discount	\$15,515.51
Active Directory Integration	Annual Recurring Service	N/A
Total:		TBD

Subscription must be paid in full, upfront, to receive multi-year discount. Subscription includes **unlimited users and full implementation**. Additional assets can be added at any time at a pro-rated cost. Support via phone, email & chat included at no additional cost. Available business days, Monday – Friday , 8:30 – 5:30 CST.

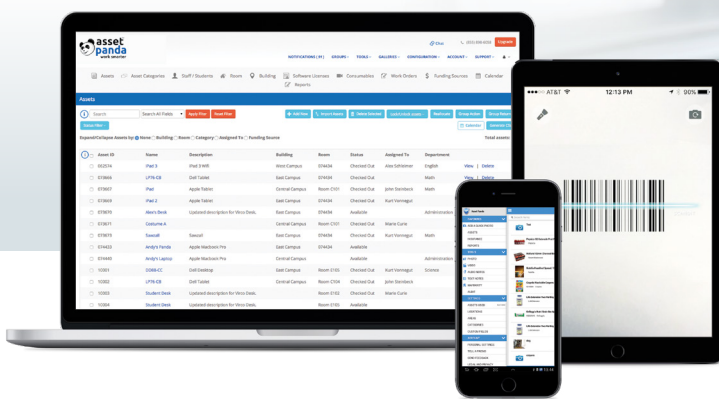
Scope of work related to implementation

1. Customer provides to Asset Panda with data files to upload (if applicable)
2. Asset Panda will upload the data into customer's Asset Panda account and configure the system upon the extent of existing capabilities. This configuration will be based on the information provided to best meet the customer's needs and requirements. This will include:
 - a. Creation of appropriate custom fields and categories
 - b. Creation of appropriate pull down menus
 - c. Creation of user database and permissions.
3. Asset Panda will provide demonstration of configured system to customer and one user training session.

Tax will be applied for Texas customers only

The information contained in this quotation (and any files transmitted with it) is considered confidential. It is intended only for the use of the individual(s) or entity named above.

A SMARTER WAY TO TRACK & MANAGE EDUCATIONAL ASSETS



ANYTIME, ANYWHERE ASSET TRACKING FOR EDUCATORS

Asset Panda's highly configurable Asset Management Platform (AMP) makes it simple to inventory and manage your school's assets. We organize everything from computers and calculators to books and classroom supplies, and give you access to real-time information about these assets.

FOCUS ON TEACHING, NOT TRACKING

Asset Panda makes tracking, managing, and supporting educational assets stress-free and uncomplicated, working the way you do to make previously tedious tasks easier than ever.

NO EXTRA HARDWARE REQUIRED

Manage assets by scanning barcodes or QR codes through the free Asset Panda mobile app; no additional hardware needed. Configure any data field and quickly access information about your assets from anywhere.

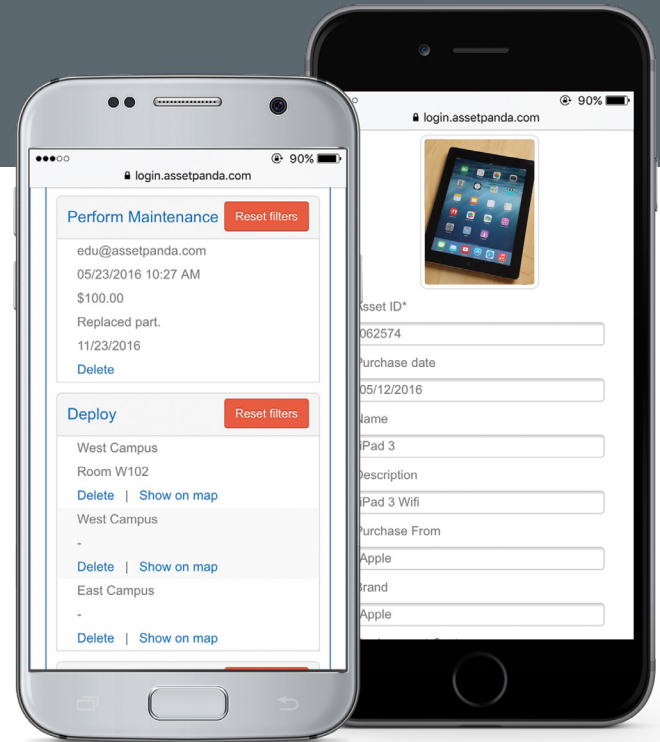
Help your educational teams work smarter, and make their important jobs a little easier in the process.

For more information about how Asset Panda can benefit your school or district, request a **FREE GUIDED TRIAL** or contact one of our AMP Specialists at **(855) 898-6058**.



KEY FEATURES & BENEFITS

- ✓ **A COMPLETE ASSET MANAGEMENT PLATFORM**
Tracks everything, even student-issued and grant-funded assets.
- ✓ **CUSTOM WORK FLOW**
Works the way you do. Configured to fit your unique needs today and as your needs change.
- ✓ **ACCOUNTABILITY/TRANSPARENCY**
Customizable alerts, electronic signatures, and auditing features increase accountability.
- ✓ **CHECK IN/CHECK OUT**
Quickly know who is in possession of your assets, their location, and when to expect their return.
- ✓ **CUSTOM REPORTING**
Makes data relevant and contextual. Organize data by location, category, or any number of configurable fields. All reports can be automated.
- ✓ **HELP DESK/TICKETING**
Streamline support and maintenance services with the Enterprise Service Desk Module.
- ✓ **MAINTENANCE/COST TRACKING**
View asset history, stay current on maintenance, and easily document support records.
- ✓ **UNLIMITED USERS**
Comprehensive database of high quality, real-time, up-to-date information that allows you to know everything there is to know about your assets.



- ✓ **FREE MOBILE APP WITH ADVANCED BARCODE SCANNING TECHNOLOGY**
Works on devices your team is familiar with and already using. No additional hardware needed. Syncs with your cloud account.
- ✓ **ONGOING U.S.-BASED CUSTOMER SERVICE**
Solve problems quickly and efficiently with friendly, results-focused customer service.
- ✓ **QUICKLY INTEGRATE WITH LEGACY SYSTEMS**
Seamlessly imports data from existing spreadsheets and back to Excel, if needed.

Help your educational teams work smarter, and make their important jobs a little easier in the process.

For more information about how Asset Panda can benefit your school or district, request a **FREE GUIDED TRIAL** or contact one of our AMP Specialists at **(855) 898-6058**.



Implementation & Set-Up

Our implementation & set-up team guarantees a successful use of the Asset Panda asset tracking system throughout the life of your account. Customers who had taken advantage of our smart Implementation team, find that they utilize the system in more ways than initially anticipated.

Here's what to expect with our awesome implementation experts:

Kick-off Call

Step 1

After joining Team Panda, you will work hand in hand with a dedicated implementation expert. They will collect your data, learn your use case and create the roadmap for your success with Asset Panda!



Walk-Through

Step 3

Once we have the software built to your specifications, we will walk you through your new asset tracking system. We want to make sure that you understand and know the ins and outs of using the software so you are an Asset Panda Pro from day one!

All tutorials are conducted online via screenshare. Our team will walk you through your new build-out and make sure you are completely comfortable.



Work Smarter.

Asset Panda is a flexible Tracking and Management Platform, accessible online or through our free mobile app. Our intuitive interface makes it easy to work from anywhere, on devices you're already using.

Step 2

Build-out



Our experts will customize and configure the software to fit your needs!

The more our experts investigate about what you want, the more they can make the system streamlined to fit your needs. We build based on our conversations— even feature requests*!

*we submit these to our developers and see if we can make it happen!

Step 4

Tutorial



Need more than one tutorial? We'd be happy to accommodate that. Just let us know and we can schedule another one with additional team members.

Step 5

And we're LIVE!



You and your implementation expert will have a handoff call to finalize any details before you go live with your brand new, customized asset management solution!

For any questions about this process or the software, please feel free to reach your designated Account Manager or sales@assetpanda.com. Reach our Implementation Experts at support@assetpanda.com.



Cover Sheet

Approval of MyOn District-Wide Contract and MOU for 2017-18

Section: II. Consent Agenda
Item: C. Approval of MyOn District-Wide Contract and MOU for 2017-18
Purpose: Vote
Submitted by:
Related Material: II C MyOn Contract.pdf



Board Agenda Item #	Agenda # II C
Date:	May 8, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Kenya Jackson, Chief Academic Officer
RE:	MyOn District-wide contract and MOU

Proposed Board Recommendation

I move that the board approve the MPS-wide contract for MSAs 1, 2,3,4, 5, 6, 8 and Santa Ana MOU from myOn.

Background

myOn is an award-winning personalized literacy environment that incorporates the following: State-of-the art learning platform, enhanced digital reading, daily news articles written for students, lexile framework for reading, cutting edge literacy tools and embedded metrics to monitor activity and growth.

Budget Implications –MSAs 1,2, and 3 were the first implementers of myOn and as a result of their success additional schools want to incorporate this program to strengthen the Silent Sustain Reading class. Rather than executing individual contracts with MyOn at each school, we are recommending for scale and cost effectiveness to have a Magnolia-wide contract for three years at a reduced rate.

Schools included in contract for term of license: Over three years

School Name	Price
MSA-1	\$12,153
MSA-2	\$12,152
MSA-3	\$12,152
MSA-5 (small school)	\$9,203
MSA-6 (small school)	\$9,203
MSA-8	\$12,152
MSA-Santa Ana	\$13,654 \$12,152 \$12,152 cost reduced over two years

- Amounts/ Funding Source- Curriculum and Title 1 funding

How Does This Action Relate/Affect/Benefit All MSAs?- Literacy growth and structured Silent Sustained Reading Classes

Personalization

- Providing optional scaffolds, including professionally-recorded audio, word and sentence highlighting, and an embedded dictionary to support reading at every level
- Recommending book lists for each student based on individual reading level and interests

Content

- Building a collection of more than 10,500 enhanced digital books, which is made up of 70% nonfiction titles and 10% Spanish or dual-language titles to provide content aligned to state and national standards
- Representing esteemed content from more than 50 well-known third-party publishers, including Disney, Warner Brothers, Sylvan Dell, OUP, and Little, Brown, to provide illustrated and picture books, chapter books, graphic novels, literary nonfiction and informational text
- Spanish third-party publishers include Arbordale (Previously Sylvan-Dell), Rourke, Arte Publico Press, Flowerpot Early Learning Spanish, Encyclopedia Britannica Illustrated Science STEM, and Raven Tree Press.

Access

- No check-in/check-out model allows unlimited use of the myON collection by all students
- Allowing students unlimited reading on the platform anytime on any Internet-based device, which promotes reading everywhere: during the summer, over holidays, at home, and throughout the community
- Supporting offline reading on mobile apps for iPad, Android, and Chromebooks.

Collaboration

- Promoting family engagement by allowing students to read on myON at home and allowing parents to access their children's reading data
- Empowering teachers to collaborate with every student to provide differentiated instruction through individualized and group book lists

Success

- Providing teachers with real-time, actionable data on individual students, groups and classes to inform instruction and intervention

Testing comprehension of main ideas, supporting details, vocabulary, inference and interpretation through book quizzes

- Measuring and reporting on student reading activity and ability.

Name of Staff Originator:

Kenya Jackson, Chief Academic Officer

Exhibits (attachments):

Magnolia Public Schools myOn project Implementation and Impact rubric from January 21, 2016 to May 1, 2017

Magnolia Public Schools myON Project Implementation and Impact Rubric From January 21, 2016 to March 1, 2017

Goals and Timeline			Performance: Reading Activity					Performance: Reading Activity by Student Avg.				Measurement: Usage and Growth		
Site Name	*Site Goals	Launch Month, Yr.	Student Count	Number of Books Read	Number of Books Accessed	Word Read	Hours Spent Reading	Avg. Books Read	Avg. Number of Books Accessed	Avg. Words Read	Avg. Hours Spent Reading	% of students active on myON	Lexile Growth by Site	Total Benchmarks/ Avg. Benchmarks Per Student
MSA – 6	IR, CL	1/21/16	186	9,405	14,643	34.7 M	4,498	50.6	78.7	186,601	24.2	97.3%	+95L	1,073/5.8
MSA – 3	IR, CL	1/27/16	443	8,619	13,865	23.4 M	2,997	19.5	31.3	52,746	6.8	76.5%	+15L	978/2.2
MSA – 5	IR, CL	4/5/16	191	8,465	13,881	20.6 M	2,669	44.3	72.7	107,939	14.0	99.5%	+55L	1,121/5.9
MSA – 1	IR, CL	4/4/16	410	4,948	8,041	17.3 M	2,459	12.1	19.6	42,099	6.0	87.1%	+35L	853/2.1
MSA – 2	IR, CL	4/8/16	477	3,062	5,917	10.1 M	1,576	6.4	12.4	21,210	3.3	59.7%	+15L	628/1.3

For Magnolia Public Schools:

- **Total No. of Students: Lexile growth of 300L or greater – 37 Students**
- **Total No. of Students: Lexile growth of 100L or greater – 355 Students**
- **Total No. of Students: Read 50 or more books – 210 Students**
- **Total Books Read | Total Words Read | Total Hours Spent Reading –
34,480 Books Read | 106,068,135 Words | 14,193 Hours**
- **Total No. of Concurrent, Online & Offline Access – 6,434 Titles (70% Non-Fiction, 10% Spanish)**



A business unit of capstone

Prepared by Amy Callahan, Account Manager | acallahan@myon.com | C: (805) 469-2828

Professional Services Educator Portal

<http://prodev.myon.com/user>

Username: magnolia

Password: myon

Magnolia Public Schools myON Project Implementation and Impact Rubric From January 21, 2016 to April 3, 2017

Goals and Timeline			Performance: Reading Activity					Performance: Reading Activity by Student Avg.				Measurement: Usage and Growth		
Site Name	*Site Goals	Launch Month, Yr.	Student Count	Number of Books Read	Number of Books Accessed	Word Read	Hours Spent Reading	Avg. Books Read	Avg. Number of Books Accessed	Avg. Words Read	Avg. Hours Spent Reading	% of students active on myON	Avg. Lexile Growth by Site	Total Benchmarks/ Avg. Benchmarks Per Student
MSA – 6	IR, CL	1/21/16	187	10,884	16,691	41.6 M	5,252	58.2	89.2	222,279	28.1	96.8%	+123L	1253/6.7
MSA – 3	IR, CL	1/27/16	444	9,209	15,010	25.0 M	3,276	20.7	33.8	56,319	7.4	78.2%	+41L	1056/2.4
MSA – 5	IR, CL	4/5/16	193	10,103	16,236	27.7 M	3,230	52.3	84.1	143,579	16.7	99.0%	+74L	1304/6.8
MSA – 1	IR, CL	4/4/16	410	5,972	9,430	22.6 M	2,956	14.6	23.0	55,051	7.2	93.1%	+74L	1033/2.5
MSA – 2	IR, CL	4/8/16	477	3,500	6,893	11.7 M	1,862	7.3	14.5	24,456	3.9	61.6%	+26L	689/1.4

For Magnolia Public Schools:

- **Total No. of Students: Lexile growth of 100L or greater – 408 Students**
- **Total No. of Students: Read 50 or more books – 240 Students**
- **Total Books Read | Total Words Read | Total Hours Spent Reading –
39,668 Books | 128,519,165 Words | 16,576 Hours**
- **Total No. of Concurrent, Online & Offline Access – 6,434 Titles (70% Non-Fiction, 10% Spanish)**



A business unit of copstone

Prepared by Amy Callahan, Account Manager | acallahan@myon.com | C: (805) 469-2828

Professional Services Educator Portal

<http://prodev.myon.com/user>

Username: magnolia

Password: myon

Magnolia Public Schools myON Project Implementation and Impact Rubric From January 21, 2016 to April 30, 2017

Goals and Timeline			Performance: Reading Activity					Performance: Reading Activity by Student Avg.				Measurement: Usage and Growth		
Site Name	*Site Goals	Launch Month, Yr.	Student Count	Number of Books Read	Number of Books Accessed	Word Read	Hours Spent Reading	Avg. Books Read	Avg. Number of Books Accessed	Avg. Words Read	Avg. Hours Spent Reading	% of students active on myON	Lexile Growth by Site	Total Benchmarks/ Avg. Benchmarks Per Student
MSA – 6	IR, CL	1/21/16	187	11,852	17,967	46.13 M	5,774	63.4	96.1	246,668	30.9	96.8%	+171L	1,399/7.5
MSA – 5	IR, CL	4/5/16	193	10,809	17,246	30.71 M	3,517	56.0	89.4	159,139	18.2	99.0%	+184L	1,393/7.2
MSA – 3	IR, CL	1/27/16	444	9,508	15,557	25.83 M	3,445	21.4	35.0	58,176	7.8	78.4%	+166L	1,096/2.5
MSA – 1	IR, CL	4/4/16	410	6,888	10,571	26.95 M	3,400	16.8	25.8	65,742	8.3	93.4%	+130L	1,154/2.8
MSA – 2	IR, CL	4/8/16	477	3,756	7,408	12.73 M	2,062	7.9	15.5	26,690	4.3	62.1%	+142L	721/1.5

For Magnolia Public Schools:

- **Total No. of Students: Lexile growth of 300L or greater – 48 Students**
- **Total No. of Students: Lexile growth of 100L or greater – 435 Students**
- **Total No. of Students: Read 50 or more books – 265 Students**
- **Total Books Read | Total Words Read | Total Hours Spent Reading**
42,813 Books Read | 142.35 Million Words | 18,198 Hours Spent Reading
- **Total No. of Concurrent, Online & Offline Access – 6,577 Titles (~70% Non-Fiction, ~10% Spanish)**



A business unit of copartne

Prepared by Amy Callahan, Account Manager | acallahan@myon.com | C: (805) 469-2828

Professional Services Educator Portal

<http://prodev.myon.com/user>

Username: magnolia

Password: myon

Cover Sheet

Approval of the Proposition 39 Clean Energy Grant Contract

Section: II. Consent Agenda
Item: D. Approval of the Proposition 39 Clean Energy Grant Contract
Purpose: Vote
Submitted by:
Related Material: II D Clean Energy Vendor Contract.pdf



Board Agenda Item #	Agenda # II D
Date:	May 8, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Frank Gonzalez, Chief Growth Officer
RE:	Approval of Prop 39 Clean Energy Vendor Contract

Proposed Board Recommendation

I move that the board authorize the CEO or a designee to negotiate and execute a contract with the recommended vendor to provide consulting services to Magnolia to develop an Energy Expenditure Plan for each awarded school. The plan will detail how to best expend funds provided under the Proposition 39 Clean Energy Grant program and be submitted to the Energy Commission before the August 1, 2017 deadline.

The request for proposals is ongoing. The committee reviewing the proposals will bring the winning bidder information to the board at the meeting. This is a time sensitive concern.

Background

Magnolia received grant awards under the Proposition 39 Clean Energy Grant Program. The program is as follows:

The California Clean Energy Jobs Act (Prop. 39) changed the corporate income tax code and allocates projected revenue to California's General Fund and the Clean Energy Job Creation Fund for five fiscal years, beginning with fiscal year 2013-14. Under the initiative, roughly up to \$550 million annually is available for appropriation by the Legislature for eligible projects **to improve energy efficiency and expand clean energy generation in schools.**

Eligible local educational agencies (LEAs) — including county offices of education, school districts, **charter schools** and state special schools—can request funding by submitting an energy expenditure plan application to the California Energy Commission. For the first year, there is an option to receive part or all of a school's allocation for energy savings planning purposes. The Energy Commission approves plans and works with the California Department of Education, which subsequently distributes funds after plans have been approved.

Magnolia Public Schools was awarded a total of \$2,134,612 in Proposition 39 Clean Energy Grants. Of these awarded funds \$535,508 are slated for planning purposes, leaving **\$1,496,254 available for planning and execution.**

Magnolia issued an open RFP for the desired services, attached. Magnolia staff, including Mr. Suat Acar, COO and Ms. Nanie Montijo, CFO and Mr. Frank Gonzalez, CGO, reviewed the proposals and are making a recommendation to award the contract to the selected vendor. For details on the rationale for the selected vendor, please see the bid analysis and recommendation document.

Budget Implications

Proposition 39 Clean Energy Funds have been received by Magnolia and are being held in restrictive status. A spreadsheet detailing the awards is attached.

How Does This Action Relate/Affect/Benefit All MSAs?

This contract will allow all Magnolia schools to utilize the awarded funds by developing and implementing plans to lower energy costs.

Name of Staff Originator:

Frank Gonzalez, Chief External Officer

Attachments

Prop. 39 Clean Energy Grant RFP

MPS Clean Energy Awards spreadsheet

Vendor Bid Analysis and Recommendation (forthcoming)



**Magnolia Educational & Research Foundation
Proposition 39 Clean Energy Grant**

Request for Proposals

Section 1: Public Notification

1.1 Introduction

Magnolia Educational & Research Foundation (“Magnolia” or “Magnolia Public Schools”) is a 501(c) (3) non-profit public charter school management organization dedicated to establishing and managing high-quality public charter schools in California. Magnolia’s vision is to graduate students who are scientific thinkers that contribute to the global community as socially responsible and educated members of society. Magnolia operates ten (10) public charter schools in Los Angeles, Orange and San Diego Counties.

1.2 Scope of Work

Proposition 39, the California Clean Energy Jobs Act, provides funding to Local Education Agencies to improve energy efficiency and create clean energy jobs. Multiple Magnolia schools were awarded program funds and the organization is seeking qualified Vendors to develop and submit an expenditure plan to the California Energy Commission.

The selected Vendor will coordinate and work with Magnolia staff to develop the expenditure plan. The plan shall follow all rules, regulations and requirements of the Proposition 39 California Clean Energy Jobs Act, Energy Expenditure Plan guidelines. Additional information on the program can be found at <http://www.cde.ca.gov/ls/fa/ce/>. The selected Vendor shall be solely responsible for researching and meeting all programmatic requirements.

Additional details are found in Section 3, RFP Response Requirements.

1.3 Requirements

The selected Vendor shall submit the work product to Magnolia staff a minimum of two (2) weeks prior to the submittal deadline for review, editing and approval. Submittal of the expenditure plan shall be submitted to the state no less than three (3) business days before the

published due date.

The successful Vendor shall:

- have successful experience working with K-12 schools.
- provide a minimum of three (3) references
- provide appropriate proof of insurance as directed by Magnolia Public Schools

Additional details can be found in Section 3.

Section 2: Notice to Vendors

2.1 Submission Method

All bids responses shall be delivered by US Postal Service, common courier (FedEx, UPS) or via hand delivery. Additionally, please also submit a soft copy of the complete RFP response via email in .pdf format to frank@edfacgroup.org by the due date as listed in section 2.5.

2.2. Responsiveness

Magnolia reserves the right to reject a proposal if the proposal is conditional or incomplete, deemed non-responsive, or if it contains any alterations of form or other irregularities of any kind. Magnolia may reject any or all proposals or waive any immaterial deviation in a proposal. Magnolia's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Vendor from full compliance with all other requirements if awarded the contract.

A proposal is considered responsive if it follows the required format and meets all deadlines and other requirements outlined in this RFP.

2.3 Negotiations

Magnolia reserves the right to further negotiate with selected Vendors regarding pricing and fee structures. All information included in a Proposal may be incorporated, at Magnolia's sole option, into the contract. Magnolia reserves the right to negotiate final terms and conditions of the contract, which may differ from those contained in the Proposal, provided Magnolia considers such negotiation to be in its best interest and the changes in the terms and conditions must not create a material change to the original terms released in the RFP.

2.4 Form of Contract

Each successful Bidder shall be required to enter into a contract in the form prescribed or agreed to by Magnolia. The contract shall be valid from its execution through the completion of the program's scope of work, expected to be in 2019.

2.5 Timeline

All responses are due **by 5:00 p.m., Friday, May 5, 2017**. Submittals received after the due date and time will not be considered.

Section 3: RFP Response Requirements

3.1 Scope of Work-Deliverables

All responses to the RFP shall contain the services to be provided by Vendor, which shall include at minimum, the following deliverables:

- Benchmarking, Energy Auditing and Screening
- Complete and Submit Energy Expenditure Plans
- Secure Funds Commitment of Expenditure Plans
- Project Manage Systems Design, Installation through Completion
- Annual Tracking and Reporting to the CA Energy Commission

3.2 Response Requirements

The proposal shall contain:

- A table of contents or index
- A detailed scope of work for each of the deliverables listed in 3.1
- An itemized breakdown of the fees
- A project schedule
- Vendor Qualifications and Experience: Provide a minimum of three (3) references, including,
 - (a) name and scope of the project
 - (b) client name and contact information
 - (c) contract amount
 - (d) milestone timeline
- Qualifications and Experience of Key Personnel

- Identify the person that will be principally responsible for working with the MPS and leading this engagement. Elaborate upon the role, responsibilities and communication and presentation skills of this individual.
- Provide professional resumes of key personnel to be directly assigned to MPS engagement.
- Provide Insurance Coverage Details

3.3 Evaluation of Proposals and Recommendation

All RFP responses will be read and evaluated by a committee of Magnolia home office staff. Overall responsiveness and representations made within the RFP, as well as your firm's ability to connect with the MPS team are important factors in the overall evaluation process. MPS will select a firm that has the highest suitability for the work with MPS and the overall desirable approach.

3.4 Award

Magnolia reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests. Staff will make a recommendation to the Board of Directors to award a contract to the selected Vendor. The Board will vote to award the contract at its regularly scheduled meeting in May 2017.

4. Questions and Submission

Please feel free to direct questions to Frank Gonzalez, preferably by email, as shown below.

All proposals are due **no later than 5:00 p.m. on Friday, May 5, 2017**. Please deliver three (3) copies in care of the MERF address and one (1) copy by email as indicated below:

Frank Gonzalez
c/o Magnolia Education & Research Foundation
250 E 1st Street, Suite 1500
Los Angeles, CA 90012
fgonzalez@magnoliapublicschools.org
323.422.9129 cell

School Name	Energy Expenditure Plan Approved Amount	2013-14 Award	2014-15 Award	2015-16 Award	Total Award	Planning Funds Paid	EEP Funds Paid	Award Remaining
Magnolia Science Academy 1		\$113,752	\$0	\$112,536	\$226,288	\$56,876		\$169,412
Magnolia Science Academy 2		\$108,872	\$0	\$109,272	\$218,144	\$54,436		\$163,708
Magnolia Science Academy 3		\$108,682	\$0	\$109,976	\$218,658	\$54,341		\$164,317
Magnolia Science Academy 4		\$104,816	\$0	\$104,258	\$209,074	\$52,408		\$156,666
Magnolia Science Academy 5		\$106,432	\$0	\$102,482	\$208,914	\$53,216		\$155,698
Magnolia Science Academy 6		\$102,218	\$0	\$103,316	\$205,534	\$51,109		\$154,425
Magnolia Science Academy 7		\$105,482	\$0	\$105,876	\$211,358	\$52,741		\$158,617
Magnolia Science Academy 8		\$114,734	\$0	\$112,014	\$226,748	\$57,367		\$169,381
Magnolia Science Academy San Diego		\$51,160	\$51,008	\$102,038	\$204,206	\$51,160		\$153,046
Magnolia Science Academy Santa Ana				\$50,984	\$50,984			\$50,984
Magnolia Science Academy Santa Clara		\$103,708	\$0	\$50,996	\$154,704	\$51,854		\$0
Total	\$0	\$1,019,856	\$51,008	\$1,063,748	\$2,134,612	\$535,508	\$0	\$1,496,254

Cover Sheet

Approval of the Berliner Architects contract for construction of the gymnasium for MSA Santa Ana

Section: III. Action Items
Item: A. Approval of the Berliner Architects contract for construction of the gymnasium for MSA Santa Ana
Purpose: Vote
Submitted by:
Related Material: III A MSA SA Gym Building.pdf



Board Agenda Item #	Agenda # III A
Date:	May 8, 2017
To:	Magnolia Public Schools, Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Frank Gonzalez, Chief Growth Officer
RE:	Approval of MSA Santa Ana Gym Contract for Architectural and Engineering Services (Berliner Architects)

Proposed Board Recommendation

I move that the board authorize the CEO or a designee to negotiate and execute the contract for Berliner Architects to complete the construction of the gymnasium and associated spaces at the new MSA Santa Ana campus.

Background

Magnolia developed and constructed a new school facility for MSA Santa Ana which was occupied in September 2016. The approved DSA plans call for the construction of a gymnasium, locker rooms, serving kitchen, covered outdoor eating area, playground and landscaping (collectively “Phase II”). However, the allocated amount in state funds did not provide sufficient funding for construction of Phase II. Financing for the project is in the process of being secured through a tax-exempt bond and the project can proceed.

Bidding

Berliner Architects are the project architects as chosen at the inception of the project through a bid process. The firm designed the school facility. The approved plans by the Division of State Architect is under their license. Therefore, they are critical to Phase II of the project and need to continue serving as part of the project team as the architects of record through the completion of the gymnasium building. This contract was negotiated solely with Berliner Architects as they are the only architecture firm that could work on Phase II of the project given the facts listed herein. The contract for these services cannot be bid out as the existing DSA plans could not be utilized and doing so would delay the process significantly (by a minimum of an additional eighteen to twenty-four months to redesign and construct the gym building).

The Berliner Architects scope of work includes:

- A. The Gymnasium building as per the original bid documents and incorporating changes that apply to the gym building that were implemented as part of the construction of the classroom building.
- B. Create the bid document with related DSA approved documents – drawings and specifications.
- C. Construction administration services, including review of submittals, RFI's and attending weekly job meetings.
- D. Punch list and project closeout with DSA.

Please note that the bid document may need to be submitted to DSA and be approved by DSA as information purpose only so that the work can be properly delineated and properly inspected by the IOR and the DSA inspectors.

Budget Implications

The costs to construct Phase II will be paid for by a long-term tax exempt bond, not to exceed \$209,027.00. Reimbursable costs will be billed at a cost plus 7.5% estimated at 10% or \$21,000. Any changes in the scope will be submitted in writing in the form of a Work Authorization and no work will be done until specifically authorized by Magnolia Public Schools following standard procedures. The California Schools Finance Authority ("CSFA") will be the conduit issuer of the financing. A CSFA board meeting will be held on May 9, 2017 to consider and approve the item. The Board of Magnolia Public School has previously adopted a resolution authorizing financing for this project.

How Does This Action Relate/Affect/Benefit All MSAs?

This project will allow students attending MSA Santa Ana to have a gymnasium and associated spaces to fully implement the approved educational program.

Name of Staff Originator:

Frank Gonzalez, Chief External Officer

Attachments

Berliner Architects Proposed Contract
DSA Approved Plans

BERLINER

ARCHITECTS

April 11, 2017

Mr. Frank Gonzalez
Magnolia Public Schools
13950 Milton Ave. Ste 200B
Westminster, CA 92683

Subject: Gym Re-bid Add Service – Magnolia Santa Ana 17-12

Dear Frank,

Thank you for the opportunity to submit this additional services request for the gym re-bid of the gym at the Magnolia Santa Ana School.

SCOPE OF WORK

The Gymnasium was part of the original Magnolia Science Academy project and was approved by DSA. During the bid of the project due to lack of funding, the Gym was taken out of the the contract. The funding is now available and we will be proceeding to bid the project and build per the schedule attached and scope clouded as suggested and planned by NEFF, owner's CM. Following are the scope:

1. The Gymnasium building as per the original bid documents and incorporating changes that apply to the gym building that were implemented as part of the construction of the classroom building.
2. The portion of the site in the attached site plan shown as yellow (the actual profile may change based on the workability ascertained by NEFF) has to be deducted from the ongoing construction project and added to Gymnasium bid document.
3. Create the bid document with related DSA approved documents – drawings and specifications.
4. Construction administration services, including review of submittals, RFI's and attending weekly job meetings.
5. Punch list and project closeout with DSA.
6. The bid document may need to be submitted to DSA and be approved by DSA as information purpose only so that the work can be properly delineated and properly inspected by the IOR and the DSA inspectors.
7. See the Schedule attached provided by NEFF. NEFF has recommended that we follow the "Construct after current work" method and shall have bidding process, submittal review, and procurement and construction phases.

NOT IN SCOPE OF WORK

- Any changes in the design requested by Magnolia.
- Revisions requested by DSA
- Fees for the CA phase are based on the 40 week construction schedule provided by NEFF construction at 12 hours /week for the PM/PA and 4 hours/ week for design support. If construction runs longer than 40 hours a week due to circumstances out of our control the additional time will be billed on a time and materials basis.

FEES

Berliner Architects , see attached fee calculation	\$128,330.00
SUBTOTAL BERLINER ARCHITECTS LABOR	\$128,330.00
Saiful Bouquet – Structural Engineers	\$33,000.00
Design West Engineering – MEP Engineers	\$14,875.00
Brandow & Johnston – Civil Engineers	\$13,000.00
Ahbe – Landscape Architects	\$6,500.00
SUBTOTAL CONSULTANT LABOR	\$67,375.00
5% Consultant Coordination Fee	\$3,368.00
TOTAL LABOR COST	199,074.00
Estimated Reimbursables	\$9,954.00
MAXIMUM FEE (Not to Exceed)	\$209,027.00

REIMBURSABLE COSTS

Reimbursable costs will be billed at cost plus 7.5%. These costs include reproduction of drawings and documents, postage, long distance phone calls, conference calls, and renderings and models to be used for public hearings, fund raising, etc. beyond those prepared during the design process.

SCHEDULE

See Attached.

PAYMENTS AND TERMS

Please note that we anticipate payment of invoices within 30 days of the invoice date. A monthly service charge of 1.5% of the unpaid balance (18% true annual rate) will be added to past due accounts. Berliner Architects reserves the right to terminate the performance of services without waiving any claims or rights against the client and without liability whatsoever if payment is past due the 30-day period.

CHANGES IN SCOPE

Any changes in scope will be submitted in writing in the form of a Work Authorization and no work will be done until specifically authorized by Magnolia Public Schools. Hourly billing rates are as follows:

Principal, Richard Berliner	\$205.00 / Hour
Project Manager / Architect, Prithwish Gupta	\$145.00 / Hour
Drafting and Design	\$ 85.00-\$110.00 / Hour

Please contact me with any questions regarding this request. We look forward to continuing our work with Magnolia Public Schools.

Sincerely yours,

BERLINER ARCHITECTS



Richard Berliner, AIA, NCARB, LEED AP

Accepted for Magnolia Public Schools

Date

Fee Calculation Form

Date: April 11, 2017
Project: Magnolia Santa Ana Gym
Job #: 17-12

	Principal	Project Manager	Project Architect	Architect	Interior Designer	Designer	Draft/Jr. Des.	Total	NOTES
Phase 1 - Info. Collection / Pre Design									
Field Survey & Research								0	
Create Base CADD								0	
Meetings								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 2 Schematic Design / Pricing									
Plans								0	
Elevations / Sections								0	
Details								0	
Finishes/Specs								0	
Meetings								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 3 Design Development									
Plans								0	
Elevations/ Sections								0	
Details								0	
Coordination								0	
Finishes/Specs								0	
Meetings								0	
Quality Control								0	
Models								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 4 Construction Documents									
Plans	1	12					20	33	
Elevations / Sections	1	12					20	33	Create Bid Documents - 6 weeks
Details	1	8					20	29	PM - mtg @ 4hrs/wk
Coordination		16						16	PA - coord+mtg+QC @ 16 hrs/wk
Finishes/Specs	1	8						9	Des - 24 hrs/wk
Meetings		8						8	
Specifications		8						8	
Quality Control		8						8	
Subtotal Hours	4	80	0	0	0	60	0	144	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ 820	\$ 11,600	\$ -	\$ -	\$ -	\$ 5,700	\$ -	\$ 18,120	
Phase 5 Plan Check									
Bldg. Dept. / DSA Review								0	Assumes no plan check with DSA
Pick Up Corrections								0	
Consultant Coordination								0	
Back Check								0	
Subtotal Hours	0	0	0	0	0	0	0	0	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Phase 6 Bidding Support									
Respond to questions	2	38					20	60	
Meetings		8						8	Bid - 6 weeks
Subtotal Hours	2	46	0	0	0	20	0	68	
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		PA/PM - 8 hrs/wk
Total	\$ 410	\$ 6,670	\$ -	\$ -	\$ -	\$ 1,900	\$ -	\$ 8,980	Des - 20 hrs
Phase 7 Construction Administration									
Respond to RFIs		150					80	230	
Review Shop Drawings and Submittals		160					80	240	Submittals - 9 weeks
Coordination		100						100	PA/PM - 12 hrs/wk
Meetings	8	172						180	Des - 4 hrs/wk
Subtotal Hours	8	582	0	0	0	160	0	750	Procurement + Construction - 40wks
\$/ Hour	\$ 205	145	\$ 150	\$ 120	\$ 110	\$ 95	\$ 85		PA/PM - RFI+Coord+Site Visits - 12 hrs/wk
Total	\$ 1,640	\$ 84,390	\$ -	\$ -	\$ -	\$ 15,200	\$ -	\$ 101,230	Des - 4 hrs/wk
Total Hours On Project	14	628	80	0	0	240	0	962	
TOTAL ARCHITECTURAL LABOR COST \$ 2,870 \$ 102,660 \$ - \$ - \$ - \$ 22,800 \$ - \$ 128,330									
Landscape Architect - AHBE								\$ 6,500	
Structural Engineer, Saiful Bouquet								\$ 33,000	
Mechanical / Plumbing / Electrical Engineer/Fire, Design West								\$ 14,875	
Civil Engineer, Brandon and Johnston								\$ 13,000	
TOTAL CONSULTANTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 67,375	
5% CONSULTANT FEE MARKUP								\$ 3,368.75	
TOTAL LABOR COSTS	\$ 2,870	\$ 102,660	\$ -	\$ -	\$ -	\$ 22,800	\$ -	\$ 199,074	
ESTIMATED REIMBURSABLES								\$ 9,954	
TOTAL PROJECT COST	\$ 2,870	\$ 102,660	\$ -	\$ -	\$ -	\$ 22,800	\$ -	\$ 209,027	

MSA-Santa Ana Gym Construction Development Schedule

January 11, 2016

Activity ID	Activity Name	Orig Dur	Start	Finish	Predecessors	Successors	2016												2017																	
							Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul								
Magnolia Gym																																				
Gymnasium Project																																				
A3280	Existing Classroom & Building Construction	128	01/04/16*	06/30/16		A3290					01/04/16*	————— 06/30/16 Existing Classroom & Building Construction																								
A3260	Berliner & Neff Proposals to Magnolia	20	01/05/16*	02/01/16							01/05/16*	————— 02/01/16 Berliner & Neff Proposals to Magnolia																								
A3270	Board Meeting Approves Proposals	1	02/11/16*	02/11/16		A1000					02/11/16*	02/11/16 Board Meeting Approves Proposals																								
A1000	Magnolia Direction to Proceed with Gym	1	02/12/16	02/12/16	A3270	A1010					02/12/16	02/12/16 Magnolia Direction to Proceed with Gym																								
A1010	Prepare Gym Bid Documents	20	02/15/16	03/11/16	A1000	A1020					02/15/16	————— 03/11/16 Prepare Gym Bid Documents																								
A1020	Notice Inviting Bids	5	03/14/16	03/18/16	A1010	A1030					03/14/16	■ 03/18/16 Notice Inviting Bids																								
A1030	Bidding	20	03/21/16	04/15/16	A1020	A1040					03/21/16	————— 04/15/16 Bidding																								
A1040	Award	5	04/18/16	04/22/16	A1030	A1060, A1050					04/18/16	■ 04/22/16 Award																								
A1050	Submittals	45	04/25/16	06/27/16	A1040	A3170					04/25/16	————— 06/27/16 Submittals																								
A3170	Procurement	20	06/28/16	07/26/16	A1050	A1060					06/28/16	————— 07/26/16 Procurement																								
A3290	Existing Construction - Punch List/Commissioning	20	07/01/16	07/29/16	A3280	A1060					07/01/16	————— 07/29/16 Existing Construction - Punch List/Commissioning																								
A1060	Construction Start	1	08/01/16	08/01/16	A1040, A3170, A3290	A1070					08/01/16	08/01/16 Construction Start																								
A1070	Gym Structure	95	08/02/16	12/16/16	A1060	A3190					08/02/16	————— 12/16/16 Gym Structure																								
A3190	Gym Completion	105	12/19/16	05/16/17	A1070						12/19/16	————— 05/16/17 Gym Co																								



- Progress
- critical
- REMAIN

Magnolia Gym

Page 1 of 1

Date	Revision	Ch...	Approved



**AUTHORIZATION FOR
PROFESSIONAL SERVICES
ADDITIONAL SERVICES**

251

PROJECT: Magnolia Pacific Technology- Santa Ana
B&J W.O. 1220022

ADD. SERV. NO.: 3
DATE: April 7, 2017

REQUESTED BY: Richard Berliner
Berliner and Associates Architecture

DATE REQUESTED: April 7, 2017

SIGN AND RETURN ONE COPY TO: Brandow & Johnston, Inc.

SCHEDULED START: April 7, 2017

DESCRIPTION OF ADDITIONAL SERVICES:

Pursuant to your request, **Brandow & Johnston** (B&J) is submitting for your approval this request for authorization of additional services, related to civil engineering design revisions for the above mentioned project.

The work associated with these tasks is a result of additional civil engineering services that were not part of our original agreement or any prior requests for authorization of additional services. The civil engineering work associated with these tasks will be performed at a fixed fee basis, per the scope elements listed hereon. The budget associated with this request is our best estimate of time and effort involved in the requested scope of work

Tasks:

1. Revise Civil Drawings to accommodate addition of western building to construction documents.
2. Provide coordination related to ADA comments.
3. Provide Design Team coordination.
4. Attend 2 project meetings.
5. Construction Administration & Closeout (32 hours budgeted)

Assumptions:

- Contractor of main campus to provide as-built topo survey of newly constructed site improvements.
- It is assumed that this scope will be covered by one single design package.

ESTIMATED ENGINEERING FEE: \$13,000

The above-mentioned work will be performed on a fixed-fee basis in accordance with the General Terms of our original Agreement. Should additional time and cost become necessary we will obtain your approval for amended budget prior to conducting the work.

Should this proposal meet your approval, please sign below, and return it to our office, as an authorization to invoice these additional services. We understand that you will be processing an amendment to the contract for this work, as a part of B&J existing open agreement, and it will be forthcoming within 30 days of your initial approval.

Approved and accepted in accordance with the General Terms of Agreement:

BRANDOW & JOHNSTON, INC. (B&J)
A California Corporation
Gerard M. Nieblas, S.E., President
Licensed Structural Engineer #2723

CLIENT: BERLINER & ASSOCCIATES
5976 Washington Blvd.
Culver City, CA 90232

By: _____
Ed Melo, P.E. C80534
Associate Principal/Director of Civil Engineering

By: _____
Name:
Title:

CLIENT, PLEASE RETURN ONE SIGNED COPY OF AGREEMENT AS AUTHORIZATION TO PROCEED AND SEND ALL AGREEMENT RELATED CORRESPONDENCE TO:

Ed Melo, P.E.
Associate Principal/Director of Civil Engineering
Brandow & Johnston, Inc.
700 South Flower Street, Suite 1800
Los Angeles, CA 90017
emelo@bjsce.com

Revised April 11, 2017
April 10, 2017

Mr. Richard Berliner AIA, LEED AP Principal
Prithwish Gupta RA
Project Architect
Berliner Architects
5976 Washington Blvd.
Culver City, California 90232

Subject: Fee Proposal for Structural Services for Magnolia Charter School Gymnasium construction

Dear Richard and Prithwish;

It is our understanding that Magnolia Charter schools is planning to move forward with bidding the Santa Ana gymnasium that was de-scoped from the original project after DSA approval. In connection with this the following scope of work is anticipated:

1. Create a bid document with related DSA approved documents for the Gymnasium. This will consist of crossing out information that does not apply to the gymnasium.
2. The bid document may need to be submitted to DSA and be approved by DSA for informational purposes only. It is not anticipated that the drawings will be plan checked again by DSA.
3. Provide Construction Administration Services for the Gymnasium, including up to 3 site visits. Additional site visits will be based on \$750/visit basis.

In developing this fee proposal we have assumed the following:

- a. There will be no revisions to current design of the Gymnasium
- b. The building code in effect will remain as CBC 2010
- c. There will not be any corrections or comments from DSA to address.

FEES:

We anticipate performing the following tasks in addition to those listed above;

Review of the following material by a lead person (Senior Project engineer or project engineer and select supporting staff to familiarize themselves with the project:

- a. All drawings including architectural MEP, and Structural
- b. The spec and correspondent to date
- c. Computer models and calculations to develop an understanding of the assumptions that were made for design

In addition relevant documents will be reviewed by the Principal in charge to refresh understanding of the project for the purpose of supervising the project

We propose an additional lump sum fee as presented below to provide the above services plus reimbursable expenses subject to the assumptions and tasks noted above in the project description.

Items 1 through 3: \$ 33,000 plus reimbursable expenses

Should DSA plan check be required we will perform the work on time and material

We hope this proposal is acceptable. However, should you have any questions please do not hesitate to contact us. We look forward to working with you and the team on this project.

Sincerely,

SAIFUL/BOUQUET, INC.



Mehran Pourzanjani S.E.
Principal,

CC. Shahram Salmasi SE/SBI



LANDSCAPE ARCHITECTS

NOTICE OF ADDITIONAL SERVICES #1

DATE	JANUARY 22, 2016	FROM	WENDY CHAN
CLIENT	BERLINER ARCHITECTS	CC	EVAN MATHER, LINDA DALEY
PROJECT	MAGNOLIA PACIFIC TECHNOLOGY SCHOOL		
PROJECT #	112047		
REQUESTED BY	KAI TELLESS		

Based on the information provided to us, we reviewed the additional work required to revise the landscape construction documents. The requested changes require more time than can be absorbed by the present contract. The following is a description of the requested revisions and a fee proposal for our completion of the work.

Description of Additional Services

Magnolia Science Academy – Gymnasium Re-bid

1. Planting and irrigation revisions to the construction documents due to deduction of the area designated as the Gymnasium limit of work.
2. Create planting and irrigation bid construction documents and specifications for the “Gymnasium Re-bid” scope of work.
3. Work relating to Construction Administration services such as bidding process, submittal review, and field observation for “Gymnasium Re-Bid” scope of work.

Cost for Additional Services: \$6,500**Client Approval of Additional Service**

Services described herein will be provided upon receipt of Client’s written authorization. Sign below to confirm your approval of the above Additional Services description and fees. Return the signed document to us. Retain a copy for your records.

CLIENT
Berliner Architects

LANDSCAPE ARCHITECT
AHBE Landscape Architects

PRINTED NAME

PRINTED NAME

SIGNATURE

SIGNATURE

TITLE

TITLE

DATE SIGNED

DATE SIGNED



DESIGN WEST ENGINEERING

Date: April 10, 2017
Company: Berliner Architects
5976 Washington Blvd.
Culver City, CA 90232
Attention: Richard Berliner
Subject: Magnolia PTS Charter School
Gymnasium Re-Bid
Our Proposal #12-269 AS-1

PROPOSAL FOR ENGINEERING SERVICES – AS-1 GYMNASIUM RE-BID

The following proposal is based on plans and information received to date. If accepted, this proposal will become the contract for services rendered.


We intend to provide Mechanical, Electrical, Plumbing and Fire Sprinkler Engineering Services for the Magnolia PTS Charter School project for Gymnasium Re-Bid in the amount of **\$14,875.00**. Services to include revision of existing DSA approved sheets as necessary to perform re-bid, update of the plans from any lessons learned from Phase 1 of project and additional Construction Administration scope required for the now staggered construction schedule. Construction Administration includes 3 CA Site Visits.

Payment for services rendered outlined above shall be as stated in the original contract for the above referenced project.

In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

If the above terms and conditions meet with your approval, please acknowledge below by signing and returning a copy to our office.

Respectfully,


Steven Johnson
Design West Engineering

Accepted by: _____

Date: _____

Client Job Number _____

DWE Proposal Number 12-269 AS-1

If any portion of this transmission is illegible or incomplete, please notify our office

Cover Sheet

Approval of Silver Creek Industries contract for construction of the buildings for MSA San Diego

Section: III. Action Items
Item: B. Approval of Silver Creek Industries contract for construction of the buildings for MSA San Diego
Purpose: Vote
Submitted by:
Related Material: III B Silver Creek.pdf



Board Agenda Item #	Agenda # III B
Date:	May 8, 2017
To:	Magnolia Public Schools, Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Frank Gonzalez, Chief Growth Officer
RE:	Approval of Budgetary Proposal for the Design, Construction and Installation of the Modular DSA PC Buildings (Silver Creek Industries) for MSA San Diego

Proposed Board Recommendation

I move that the board authorize the CEO or a designee to negotiate and execute the contract for Silver Creek Industries to complete the design, construction and installation of the modular buildings per the project plans and specifications for the MSA San Diego campus at the DeAnza site.

Background

Magnolia is in the process of planning and constructing a new campus for MSA San Diego. Magnolia has an executed ground use agreement for the school site formerly known as the DeAnza school site at 6525 Estrella Ave, San Diego, CA 92120.

The new development is comprised of the following:

- 18 Classrooms of 960’ each, including core classrooms, dedicated computer and science labs and rooms; an art studio; teacher’s lounge
- Art Studio
- Main Office
- Multipurpose Room
- Adult and Student Restrooms
- Locker/Changing Rooms
- Outdoor physical education areas including basketball and sport courts
- Onsite Pick Up and Drop Off
- Staff and Visitor Parking
- ADA Ramps and Accessibility

Selection of Vendor

At the onset of the project, the Magnolia team researched multiple construction methodologies including temporary bungalow buildings, new ground up construction and prefabricated modular design-build construction. Due to multiple factors including the quality of the buildings, the total project costs, MSA San Diego's total budget capacity, and the time constraints of the project, it was determined that prefabricated modular construction was the best methodology to deliver a new high quality permanent campus.

Through research and the recommendation of charter schools and district staff, it was ascertained that Silver Creek Industries ("SCI") was the company that could deliver a high-quality product on time and on budget. SCI was contacted and interviewed and a site visit was held to understand their capacity to deliver the project successfully. The school leadership, project architect and home office staff determined to move forward with SCI.

SCI holds multiple Division of State Architecture Pre-Check Numbers ("DSA PC") for their buildings that are being utilized to minimize the amount of review time for the project which typically takes 3-6 months for review. Through our collective advocacy, the San Diego DSA office has agreed to review the plans in two weeks, a process that has begun and is expected to be completed soon.

SCI was selected as the preferred provider of the prefabricated modular buildings for MSA San Diego due to the following reasons:

- The company's track record and ability to deliver a school facility project on a compressed timeframe.
- Their design build process which allows for coordination between the MEP and structural engineering plans and the construction team.
- The DSA PC numbers that cut down on review and approval timelines.
- The price point for new construction, which school leadership determined was necessary to deliver the educational program and continue to attract a robust student population.
- The commitment to deliver the buildings in time to complete the project for the 17-18 school year.
- The experience and capacity to produce the buildings at their facility in Riverside County.
- Successful school facility projects in San Diego County.

This contract was negotiated solely with SCI as they are the only firm that had the above-named attributes, which other companies interviewed could not commit to.

SCI has an approved contract with the Chula Vista Unified School District that is valid through February 2019. That contract allows any LEA and community college in California to utilize it on a 'piggy back contract' basis, which is allowed under state law. The SCI scope of work is included in the attached Budgetary Proposal.

Budget Implications

The costs to construct the new MSA San Diego campus quoted by SCI at \$4,286,754.00 will be paid for by a long-term tax exempt bond.

Please note that the construction plans and documents are being reviewed by DSA and are subject to change based on their feedback. The contract amount is based on the plans as they were submitted to DSA. Any additional cost expenditures based on site conditions, additional changes or DSA comments that mandate a change to the plans, all have the possibility of incurring additional costs. Any proposed Change Order Request above the approved project amount will be reviewed by Magnolia staff and brought to the board for approval, as needed.

The California Schools Finance Authority ("CSFA") will be the conduit issuer of the financing. A CSFA board meeting will be held on May 9, 2017 to consider and approve the item. The Board of Magnolia Public School has previously adopted a resolution authorizing financing for this project.

How Does This Action Relate/Affect/Benefit All MSAs?

This project will allow students attending MSA San Diego to have a new campus to attend and allow school staff to fully implement the approved educational program.

Name of Staff Originator:

Frank Gonzalez, Chief External Officer

Attachments

Silver Creek Industries Budgetary Proposal



Building for the Next Generation

May 2, 2017

Dr. Caprice Young
Superintendent & CEO
Magnolia Public Schools
250 E. 1st Street, Suite 1500
Los Angeles, CA 90012

- RE: Budgetary Proposal for Magnolia Science Academy to include the following buildings:**
- a) (5) 24x40 for Boys and Girls Locker Rm, Library, Intervention, Computer, and Teacher’s Lounge;
 - b) (1) 84x60 Multipurpose Building
 - c) (1) 24x40 Art Building
 - d) (1) 24x40 Restroom Building
 - e) (6) 24x40 – (3) Science Classrooms and (3) Math Classrooms
 - f) (1) 70x32 Administration Building
 - g) (6) 24x40 – (3) History Classrooms and (3) English Classrooms

Dear Dr. Young:

Thank you for the opportunity to provide a quote for the above referenced buildings (items a through g) for Magnolia Science Academy. Silver Creek Industries (SCI) has been awarded a contract with Chula Vista Unified School District which allows us to utilize its piggyback provisions to contract with other school districts. This proposal is based on SCI PC drawings #04-113886, #04-114057, and #04-114026, 2013 CBC, floor plans provided by Westberg+White Architects, and appendices A & B attached hereto.

TOTAL FOR ALL BUILDINGS..... \$4,286,754.00

Proposed Construction Schedule:

DSA approval, Manufacturing, Based on 2013 CBC, Installation and Completion will be negotiated upon notice of award.

Payment schedule:

Monthly progress billings and payment based on approved schedule of values, as well as 5% retention.

Important Note: *The actual dates may vary based upon the District’s Architect receipt of DSA approval for the Building and the project site. In addition, the availability of the project site to begin construction may vary the proposed schedule. Delays in the schedule may impact the project cost.*

Due to the potential for significant price fluctuations, we reserve the right to review this quote prior to the execution of a contract and request a change to the pricing and terms of this proposal with appropriate substantiation.

(5) 24'X40' BUILDINGS FOR BOYS&GIRLS LOCKER ROOM, LIBRARY, INTERVENTION, COMPUTER, AND TEACHER'S LOUNGE INCLUDES:

Base Building Price (24'x40')
Delivery w/o any Obstructions
Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others)
Weld Plates (FOB Gate)
Crane
Wood Floor w/100# Load
Flooring as indicated on architect floor plans
Walk off mats at each entry
.45 Mil TPO Roofing w/Single Slope
18-inch Self Leveling Parapet
Canopies at each door / window
Scuppers & Downspouts
Cementitious Exterior Walls w/Metal Reveals
Casework per architect drawings
HM Exterior Doors w/Welded Frames
Exterior Double Doors at Teacher's Lounge
Wood Interior Doors - Legacy
Standard SCI Door Hardware
Windows per architect floor plans – Clear Anodized Dual Glazed Low E
8'6" Grid Ceiling w/755B Tiles (except Library building only – 9'-6" ceiling height)
Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up
2x4 LED Troffer
(5) Three-Phase 100amp Load Center Electrical Panels
Power/Data as indicated on architect floor plans
Blocking only for Short Throw Projector and TV monitor in Computer Classroom
Blocking only for lockers in Locker Room Building
(5) Three-Phase 4-Ton Exterior Wall Mount Gas/Electric HVAC Units
Exhaust Fans in Locker Room Building
Supply/Return Air (Library Meeting Room, Teacher's Lounge Offices)
Sink in Teacher's Lounge w/Insta-Hot
Rough in for Future Ice Maker
Whiteboards as indicated on architect floor plans
Wall Hung Fire Extinguishers
Engineering and Design
Contract and Project Supervision

(1) 84'X60' MULTIPURPOSE BUILDING INCLUDES:

Base Building Price (84'x60')
Delivery w/o any Obstructions
Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others)
Weld Plates (FOB Gate)
Crane
150# Lightweight Concrete Floor
Flooring as indicated on architect floor plans (quarry tile in kitchen w/6" cove)
Walk off mats at each entry
.45 Mil TPO Roofing w/Dual Slope

48-inch Self Leveling Parapet
Canopies at each door / window
Scuppers & Downspouts
Cementitious Exterior Walls w/Metal Reveals
Casework per architect drawings (plastic laminate)
HM Exterior Doors w/Welded Frames
Two Sets of Exterior Double Doors
Wood Interior Doors – Legacy
Double Doors at Fire Riser Room
Standard SCI Door Hardware
Windows per architect floor plans – Clear Anodized Dual Glazed Low E
3040 Service Windows w/SS Shelf
Fly Fans over 3040 Service Windows
Folding Partition Wall w/Soffit
8'6" Grid Ceiling w/2910 Tiles in Kitchen
Exposed Ceiling w/Tectum at Multipurpose Area
Hardlid Ceiling in Restroom
Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up
FRP Walls in Kitchen
Tile Walls in Restroom
2x4 LED Troffer
Three-Phase 200amp Load Center Electrical Panel (may not be sufficient – TBD by architect consultants)
(4) Data Outlets
GFI Outlets (10) – (need kitchen equipment specifications to fully determine electrical requirements)
Duplex Receptacles (7) – (need kitchen equipment specifications to fully determine electrical requirements)
Blocking only for IDF Cabinet
Blocking only for lockers
Three-Phase Roof Mount Gas/Electric HVAC Units w/Exposed Ducting
Single Occupancy Restroom per architect floor plan
Flush Valve Wall Mounted Toilets
Grab Bars & Mirrors
Exhaust Fans in Restrooms and Kitchen
40-Gallon Gas Water Heater
Non-Cooled Hi-Lo Exterior Drinking Fountain
Drinking Fountain Warning Bars
Stainless Steel 3-Compartment Sink in Kitchen
Stainless Steel Hand Sink in Kitchen
Cast Iron Mop Sink w/Service Sink Faucet
Wall Hung Fire Extinguishers
Fire Sprinklers
Engineering and Design
Contract and Project Supervision

(1) 24'X40' ART BUILDING INCLUDES:

Base Building Price (24'x40')
Delivery w/o any Obstructions
Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others)
Weld Plates (FOB Gate)

Crane**Wood Floor w/50+15# Load****Flooring as indicated on architect floor plans****Walk off mat at entry****.45 Mil TPO Roofing w/Single Slope****18-inch Self Leveling Parapet****Canopies at door & window****Scuppers & Downspouts****Cementitious Exterior Walls w/Metal Reveals****Casework per architect drawings****HM Exterior Door w/Welded Frame****Standard SCI Door Hardware****Window per architect floor plan – Clear Anodized Dual Glazed Low E****8'6" Grid Ceiling w/755B Tiles****Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up****2x4 LED Troffer****Three-Phase 100amp Load Center Electrical Panel****Power/Data as indicated on architect floor plans****Blocking only for Short Throw Projector****Three-Phase 4-Ton Exterior Wall Mount Gas/Electric HVAC Unit****Accessible Wide Sink w/Gooseneck Faucets****Blocking only for soap & paper towel dispensers****Whiteboards as indicated on architect floor plans****Wall Hung Fire Extinguishers****Engineering and Design****Contract and Project Supervision**

(1) 24'X40' RESTROOM BUILDING INCLUDES:**Base Building Price (24'x40')****Delivery w/o any Obstructions****Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others)****Weld Plates (FOB Gate)****Crane****100# Lightweight Concrete Floor****Ceramic Tile Flooring****.45 Mil TPO Roofing w/Single Slope****18-inch Self Leveling Parapet****Canopies at doors****Scuppers & Downspouts****Cementitious Exterior Walls w/Metal Reveals****HM Exterior Doors w/Louvers w/Welded Frames****Standard SCI Door Hardware****8'6" Hardlid Ceiling****Tile Walls****2x4 LED Troffer****Three-Phase 100amp Load Center Electrical Panel****Exhaust Fans****Fixtures per architect floor plan**

Insta-Hots at Staff Restrooms
Flush Valve Wall Mounted Water Closets
Metal Modesty Partitions
Grab Bars & Mirrors
Plumbing Manifold
Non-Cooled Hi-Lo Drinking Fountain
Drinking Fountain Warning Bars
Blocking only for toilet accessories (will need specs for accessories)
Engineering and Design
Contract and Project Supervision

(6) 24'X40' CLASSROOMS – (3) SCIENCE AND (3) MATH INCLUDES:

Base Building Price (24'x40')
Delivery w/o any Obstructions
Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others)
Weld Plates (FOB Gate)
Crane
Wood Floor w/50+15# Load
Flooring as indicated on architect floor plans
Walk off mats at each entry
.45 Mil TPO Roofing w/Single Slope
18-inch Self Leveling Parapet
Canopies at each door / window
Scuppers & Downspouts
Cementitious Exterior Walls w/Metal Reveals
HM Exterior Doors w/Welded Frames
Standard SCI Door Hardware
Windows per architect floor plans – Clear Anodized Dual Glazed Low E
8'6" Grid Ceiling w/755B Tiles
Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up
2x4 LED Troffer
(6) Three-Phase 100amp Load Center Electrical Panels
Power/Data as indicated on architect floor plans
Blocking only for Short Throw Projector
Blocking only for Soap Dispenser and Paper Towel Dispenser in Science Classrooms
(6) Three-Phase 4-Ton Exterior Wall Mount Gas/Electric HVAC Units
Accessible Wide Sink in each Science Classroom w/Two Gooseneck Faucets
(1) SS Outdoor Sink w/Woodford Model B26 Chrome Hose Bib, Vacuum Breaker – Science Classroom
Whiteboards as indicated on architect floor plans
Wall Hung Fire Extinguishers
Engineering and Design
Contract and Project Supervision

(1) 70'X32' ADMINISTRATION BUILDING INCLUDES:

Base Building Price (70'x32')
Delivery w/o any Obstructions

Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others)
Weld Plates (FOB Gate)
Crane
Wood Floor w/ 150# Load
Flooring as indicated on architect floor plans
Walk off mats at each entry
.45 Mil TPO Roofing w/Single Slope
48-inch Self Leveling Parapet
Canopies at each door / window
Scuppers & Downspouts
Cementitious Exterior Walls w/Metal Reveals
9'6" Grid Ceiling w/755B Tiles
Hardlid Ceiling in Restroom
Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up
2x4 Interior Walls
Tile Walls in Restrooms
2x4 LED Troffer
Three-Phase Roof Mount Gas/Electric HVAC Units
(2) Three-Phase 200amp Load Center Electrical Panels (AOR's electrical engineer will need to determine if sufficient)
Power/Data (standard per room – will need any equipment information to update electrical requirements)
(6) GFI Outlets
(1) Dedicated Circuit for Future Xerox Machine (Xerox Machine by others)
Gutter Box to Run Conduit from MDF for all buildings
Casework per architect drawings (plastic laminate)
HM Exterior Doors w/Welded Frames
Wood Interior Doors – Legacy
Standard SCI Door Hardware
Windows per architect floor plans – Clear Anodized Dual Glazed Low E
Blocking only for MDF Cabinet (will need size of panel and location to be mounted)
Unisex Restroom per architect floor plan
Women's Restroom per architect floor plan
Men's Restroom per architect floor plan
20-Gallon Gas Water Heater
Flush Valve Wall Mounted Toilets
Grab Bars & Mirrors
Exhaust Fans in Restrooms
Stainless Steel Sink in Kitchen
Classroom Sinks in Office and Nurse's Room
Insta-Hot at Office Sink
Plumbing Manifold
Wall Hung Fire Extinguishers
Fire Sprinklers
Engineering and Design
Contract and Project Supervision

(6) 24'X40' CLASSROOMS – (3) ENGLISH AND (3) HISTORY INCLUDES:

Base Building Price (24'x40')

Delivery w/o any Obstructions
Installation w/o any Obstructions on Concrete Stem Wall Foundation (foundation by others)
Weld Plates (FOB Gate)
Crane
Wood Floor w/50+15# Load
Flooring as indicated on architect floor plans
Walk off mats at each entry
.45 Mil TPO Roofing w/Single Slope
18-inch Self Leveling Parapet
Canopies at each door / window
Scuppers & Downspouts
Cementitious Exterior Walls w/Metal Reveals
HM Exterior Doors w/Welded Frames
Standard SCI Door Hardware
Windows per architect floor plans – Clear Anodized Dual Glazed Low E
8'6" Grid Ceiling w/755B Tiles
Vinyl Tackboard Interior Walls (Koroseal Group 1) - Full Panel Close-Up
2x4 LED Troffer
(6) Three-Phase 100amp Load Center Electrical Panels
Power/Data as indicated on architect floor plans
Blocking only for Short Throw Projector
(6) Three-Phase 4-Ton Exterior Wall Mount Gas/Electric HVAC Units
Whiteboards as indicated on architect floor plans
Wall Hung Fire Extinguishers
Engineering and Design
Contract and Project Supervision

EXCLUSIONS:

- All items not listed in proposed pricing and not included in the Specifications.
- All site work. Including but not limited to:
 - Site preparation and access
 - Spoils, asphalt or sod removal from site
 - Engineered pad
 - Connection of all utilities/ POC's
 - Walkways, landscaping and Irrigation
 - Concrete curb and flatwork/ Expansion joint caulking @ flatwork
- Soil testing and reports.
- Grading, excavating
- Backfill and compaction around buildings
- Under building drainage/ Drywells
- Condensation for roof mount units
- In plant / on site DSA approved inspectors.
- Any fire rating requirements due to building sighting
- Water flow tests and rates (required for sprinkler design)
- Water system Chlorination testing/ certification
- Roof water testing/ Door flood test/ Flood test
- All permanent or temporary power, telephone, fencing, security, dust control, project trailer, and toilets.

- All wire, controls, devices, equipment and connections for all low voltage systems including but not limited to energy management system, fire alarm, communication, signal, smoke and heat detector, and security systems
- Conduit, raceways, boxes, cable trays above ceiling
- Wire mold
- EMS System
- Exterior lighting other than standard door way lights
- Motion sensors (exception: sensors for interior lighting controls)
- Fire rated assemblies, unless noted.
- Special unloading
- Fees for blocking streets
- Special transportation routing
- Special back boxes for phone, FA, Security and Intercom system.
- Architect fees
- Seamless gutters
- Electrical grounding system or components
- HVAC hard ducting
- No furniture, equipment or lockers included
- Professional cleaning- including waxing floors, stripping and sealing
- All Signage
- Window shades- manual or operable
- All Appliances (including refrigerators in Office Bldg Breakroom, Costume Bldg
- Lighting Control Panel
- Utility meters, pressure regulators and shut-off valves
- Electrical transformers and main switch gear
- Fire Sprinklers (except Administration and Multipurpose Buildings)
- Toilet Accessories / Dispensers
- Prevailing Wage in SCI Factory
- WUI Code
- PLA/PSA/Union Labor Agreements
- Concrete Foundations
- Seismic Separations (except at English/History classrooms and Science/Math classrooms)
- Ramps / Landings / Concrete Ramps
- Overhangs
- Lockers (will require exact dimensions in order to do proper corners)
- Mail Cabinets
- Kitchen Equipment (will need list of equipment - electrical outlets may need to be updated to accommodate)
- IDF /MDF Cabinets
- Mop Rack
- MooreCo Boards
- Short Throw Projectors
- Science Classrooms Soap Dispensers & Paper Towel Dispensers
- File Cabinet in Administration Building
- Assisted Listening System Signage
- Chrome Book Carts
- Xerox Machines
- Trophy Display



Building for the Next Generation

Thank you again for the opportunity to provide this proposal. Should you have any questions, concerns or require additional information, please do not hesitate to contact me on my cell at (951) 852-6384, the office at (951) 943-5393 or via email at swillis@silver-creek.net.

Sincerely,

Suzanne Willis
Marketing & Business Development Manager

Acceptance of Proposal

Name _____

Signature _____

Date _____

APENDIX A

Structural / Foundation System Disclaimer:

This proposal has been prepared based upon the information provided to Silver Creek Industries (SCI) by the client. In the event that documentation regarding the Structural Design Parameters and the Geotechnical features for the site have not been provided this proposal utilizes the following assumptions (unless otherwise noted within the proposal):

Site Class	=	D (Stiff Soil)
Ss	=	1.875 g (Non-Reduced Value)
Risk Category	=	II (Single Story Structures) III (Multi Story Structures)
Soil Bearing Pressure	=	1,000 psf (Wood Foundations) 1,500 psf (Concrete Foundations)
Continuous Footing Width	=	12" (minimum)
Isolated Footing Width	=	36" square (minimum)
Footing Depth	=	12" below lowest adjacent grade
Liquefaction Potential	=	None
Seismic Settlement	=	None
Differential Settlement	=	None
Soil Corrosivity	=	Low (No Special Measures / Protection Required)
Mapped Seismic Hazards	=	None
Wind Speed	=	129 (Ultimate, 3 Second Gust)
Wind Exposure	=	C
Floor Live Load	=	50 psf (50+15 psf at partition locations)
Roof Live Load	=	20 psf
Roof Snow Load	=	None

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.

APENDIX B

Fire / Life Safety and Energy Compliance Features Disclaimer:

This proposal has been prepared based upon the information provided to SCI by the client. This proposal reflects the relevant requirements of the California Code of Regulations (Title 24), any local amendments or modifications are excluded unless specifically noted other in this proposal. In the event that a partial set of design documentation was provided by the client SCI has prepared this proposal utilizing the following assumptions (unless otherwise noted within the proposal):

Type of Construction	=	V-B
Unspecified Construction Materials	=	Any type of material permitted by code
Occupancy Group	=	E (Any School Structure)
	=	B (Any Non-school Structure)
Mixed Occupancies	=	Nonseparated
Automatic Fire Sprinkler System	=	None (Single Story Structure)
	=	Yes (Multi-story "E Occupancy" Structure)
	=	None (Multi-story "B Occupancy" Structure)
Fire Alarm System Pathways	=	Yes ("E Occupancy" Structure)
	=	None ("B Occupancy" Structure)
Fire Resistance Rated Construction:		
Exterior Walls	=	None
Interior Walls	=	None
Floors	=	None
Roofs	=	None
Structural Frame	=	None
Fire Separation Distance	=	10' Minimum
Fire Hazard Severity Zone	=	No
Wildland Urban Interface Fire Area	=	No
Electrical Service	=	120/208 1-Phase
Circuit Breaker AIC Rating	=	5k
Climate Zone	=	CZ 15
EMS Controls / Interface	=	None
Thermal Insulation	=	Per applicable PC or minimum required by code
Cool Roof	=	None
HVAC System Efficiency	=	Minimum required by code

In the event that additional information is provided to SCI, following the preparation of the proposal, which conflicts with the values indicated above, the client agrees to accept and approve a change order for any cost increases associated with the change in design parameters.