



Magnolia Public Schools

Facility AdHoc Committee Meeting

Date and Time

Thursday March 21, 2019 at 4:00 PM PDT

Location

MSA 4: 11330 W. Graham Pl., Los Angeles, CA 90064

Meeting Notice

Access to the Committee Meeting: Any interested parties or community members may join remotely by using the following numbers: 1.844.572.5683; 1948435

- 4701 Patrick Henry Dr. Bldg #25, Santa Clara, CA 95054 (Dr. Umit Yapanel)
- MSA-SD 6525 Estrella Ave. San Diego, CA 92120 (Dr. Salih Dikbas)

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 or translation services, please notify Barbara Torres at (213) 628-3634 x100 48 hours in advance of the meeting to make arrangements and accommodations.

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

Facilities Committee Members

Ms. Charlotte Brimmer, Chair
Dr. Umit Yapanel
Dr. Salih Dikbas
Mr. Haim Beliak
Dr. Saken Sher Khanov (alternate)

CEO and Superintendent

Mr. Alfredo Rubalcava

Agenda

	Purpose	Presenter	Time
I. Opening Items			4:00 PM
A. Call the Meeting to Order			1 m

B. Record Attendance and Guests			1 m
C. Pledge of Allegiance			1 m
D. Public Comments			5 m
E. Approval of Agenda	Vote		1 m
II. Closed Session			4:09 PM
A. Public Announcement of Closed Session	FYI	Charlotte Brimmer	4 m
B. Personnel/Labor Negotiations: Price and Terms of Payment	Discuss	Patrick Ontiveros	10 m
C. Conference with Legal Counsel- Anticipated Litigation (One Matter)	Discuss	Patrick Ontiveros	15 m
D. Report Out from Closed Session	FYI	Charlotte Brimmer	1 m
III. Action Items by AdHoc Committee			4:39 PM
A. Approval of Rabuild Commercial LLC (Land Use Consultant for MSA-1) Contract Extension	Vote	Patrick Ontiveros	10 m
B. Approval of Prop 39 Contracts for MSA-1, MSA-2, MSA-4, MSA-5, MSA-6, MSA-7, MSA-8, MSA-San Diego	Vote	Patrick Ontiveros	10 m
C. Approval to Negotiate New Contract with MSA-1 Construction Management Contractor PrimeSource	Vote	Patrick Ontiveros	10 m
D. Approval of MSA-1 Facility Matter	Vote	Patrick Ontiveros	10 m
IV. Recommendation Items by MPS Facility Committee			5:19 PM
A. MSA-1 Change Order Request PCI 020 and PCI 023	Vote	Patrick Ontiveros	10 m
B. Approval of Facility Clerk for the Home Office Facility Department	Vote	Patrick Ontiveros	15 m
C. Approval of winning bids for MPS Viewsonic RFP	Vote	Rasul Monoshev	5 m
D. Approval of Winning Bids for MPS E-Rate Category 1 and Category 2 Items	Vote	Rasul Monoshev	5 m
V. Discussion Items			5:54 PM
A. Facilities Updates	FYI	Patrick Ontiveros	5 m
VI. Closing Items			5:59 PM
A. Adjourn Meeting	Vote		

Cover Sheet

Approval of Rabuild Commercial LLC (Land Use Consultant for MSA-1) Contract Extension

Section: III. Action Items by AdHoc Committee
Item: A. Approval of Rabuild Commercial LLC (Land Use Consultant for MSA-1) Contract Extension
Purpose: Vote
Submitted by:
Related Material: III A Rabuild Contract Extension.pdf



Ad Hoc Facilities Committee Agenda Item #:	III.A.- Facilities Ad Hoc Committee
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors Facilities Committee (the "Facilities Committee")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Extension of Rabuild Commercial LLC (Entitlements Consulting) Contract

I. Proposed Committee Recommendation(s)

At the February 2019 Board Meeting, the Facilities Committee was designated by the MPS Board as an Ad Hoc Committee to review and approve a contract extension for Rabuild Commercial Services LLC ("Rabuild"). Veronica Becerra is a principal of Rabuild.

Staff moves that the Facilities Committee approve a contract extension for Rabuild to continue providing land use and entitlement services on the MSA-1 project for a total amount not to exceed \$50,000, a \$25,000 increase to the current \$25,000 not to exceed amount approved by the MPS Board.

II. Background

A. Project Description

MPS contracted with Consultant to assist with handling violations of the zone variance^{1[1]} previously acquired by MSA-1 to allow certain activities on the parking lot parcel with that would not otherwise be allowed under the zoning code and to redo the zone variance to include the additional measures needed to expand the school. Specifically, Consultant was tasked with (a) modifying the current zoning variance to reconcile conflicts between the zoning variance requirements and the changed school size and composition; (b) obtaining zoning permission for the long term master plan; and (c) addressing the newly imposed Planning department requirements. Consultant's contract is attached as Exhibit A. In order to move forward with the

¹ Note: A "zone variance" is a permit issued to a landowner by an administrative agency to allow the building of a structure or use of a property that is not otherwise allowed under the current zoning regulations.



new construction project for MSA-1, it was necessary to deal with the school's non-compliance with the conditions of approval for its existing zone variance.

The Facilities Committee approved Consultant at its October 5, 2017 meeting to provide services for the MSA-1 project and the MPS Board approved the contract with Consultant its October 12, 2017 Board Meeting. At the October 12, 2017 Board meeting, the Consultant's contract was approved with a not to exceed amount of \$25,000. See Exhibit A.

Consultant's responsibilities evolved over time and it became clear that another zone variance would not suffice to meet the School's long-term plans. Ultimately the Consultant and MPS staff agreed that MPS should seek a zone change for MSA-1 in lieu of a zone variance. Such strategy was communicated in various board reports.

B. Services Provided to Date and Services to be Provided

Consultant's services to date and the services yet to be provided are summarized in Exhibit B attached hereto.

An extension and fee increase limit is needed in order to keep Consultant working on the zone change and carry it through to a successful completion. Consultant assembled the zone change application, successfully submitted it, and is intimately familiar with the challenges that must be overcome to bring it to a successful completion.

MPS and Rabuild will execute a contract amendment to more clearly define Rabuild's ongoing responsibilities and deliverables.

III. Budget Impacts

The extension of the Consultant contract will not have an impact on the MSA-1 New Construction Project budget. The budget previously approved by the Board includes a line item of \$50,000 for land use consultant services so even with a contract extension the line item remains under the amount budgeted by MPS staff.

Exhibits (attachments):

- A. Rabuild Commercial LLC Contract
- B. Summary of Services Provided to Date and Services to be Provided



Exhibit A

Rabuild Contract

Rabuild Commercial Services LLC
449 West Foothill Blvd. Suite 157
Glendora, CA 91741
213 272-4784
vbcommercial@outlook.com

October 18, 2017

Timothy Buresh
Tim.buresh@primesourcepm.com
18238 Sherman Way
Reseda, CA 91335

Re: Engagement Agreement to obtain Discretionary City and County Approvals for Real Estate Entitlements related to the property APN# 2125-036-021 and APN# 2125-036-105, known as,

18216-18220 W. Sherman Way, Los Angeles, CA 91336

Dear Mr.Buresh,

Thank you for your interest in using Rabuild Commercial Services LLC, to serve you.

This letter is to set forth and confirms that [Magnolia Science Academy 1 Reseda Campus](#), have engaged Rabuild Commercial Services LLC to provide consulting services to you for the administration of Governmental Relations, and Entitlement/Land Use process related to the above mentioned property.

This work will be performed at our regular hourly rates, which vary between \$65.00 per hour to \$220.00 per hour, depending upon the individual doing the work and the type of work required, see attached Rate Exhibit for breakdown. Our time is calculated in increments of 15 minutes. All telephone calls have a minimum time allocation of 15 minutes. In addition to the charges for time, you will be billed for all costs as they are incurred, including photocopying, parking, messenger service, postage and similar cost items. These items will be billed at cost. Permits will be billed back to the client at cost. We try to use professionals within the company that can do an assigned part of the project for the most effective overall lowest cost to you. Therefore, usually more than one person is involved in a project such as yours. Time is charged when more than one person may be present at any time, such as in a conference. However, I will have primary responsibility for this matter and the others will, in effect, be assisting me.

Because of the nature of your project, we cannot estimate the total charges for fees. If there is any work done for you, which is not covered by this Fee Agreement and not covered by another Fee Agreement, we will contact you and request permission to continue the necessary work, that work will be billed at our customary hourly rates then in effect plus reimbursable costs.

Improper Performance of Contractors and Suppliers

Rabuild Commercial Services LLC shall not have control or charge, and shall not be responsible for, the design, means, methods, techniques, sequences or procedures of construction, fabrication, shipment, delivery or installation, or for the safety precautions or programs in connection with the work to be performed for any aspect of this Project, or any aspects of work done in association with the Owner's development on the Property, including the acts or omissions of any designers, architects, contractors, subcontractor suppliers, or any other persons performing any of the work, or for the failure of any of them to carry out the work in a proper manner. Rabuild Commercial Services LLC, only duties pursuant to this agreement are to facilitate Owner as described.

This fee agreement will not take effect, and Rabuild Commercial Services, LLC will have no obligation to provide consulting services, until this agreement is executed and the initial fee or retainer is paid.

Indemnification

[Magnolia Science Academy 1 Reseda Campus](#), agrees to indemnify and defend against, and to hold Rabuild harmless from, any and all liability, loss or damage that Rabuild Commercial Services LLC may incur as a result of any claims associated with the Project.

We cannot represent the result of our efforts will be successful in whole or in part. While we agree to use our best efforts in your representation, nothing in this Fee Agreement and nothing in our statement(s) to you will be construed as a promise or guarantee about the outcome of your matter, and we make no such promise or guarantees. Our comments about the outcome of your matter are the expression of opinion only.

Primarily, time spent and hourly rates are used in the preparation of the bills. There are times however, when other factors need to be considered, such as the difficulty of the work, the expertise required, the time constraints, etc.

We will render billings to you on a monthly basis. You will have an obligation to pay the bills rendered by this office within thirty (30) days from billing. All fees not paid within thirty (30) days of billing will bear interest at the rate of 10% per annum. In the event of arbitration over a fee dispute, such arbitration shall be heard in Los Angeles, California. In the event any arbitration or court action may be brought under

this Fee Agreement, it is agrees that any such action may be brought in any court in the State of California and any award or judgment shall include attorneys' fees and courts.

If there is any unresolved disagreement over our fees, you will have the option of arbitrating such agreement. The arbitration can be binding or non-binding. We are willing to agree in advance that any such arbitration will be binding on either party.

Any additional services we perform for you and your various entities, unless separately agreed to, will be performed under all the terms and conditions set forth above.

Our agency/consulting client relationship is one of mutual trust and confidence. We do our best to see that our clients are satisfied not only with our services but also with the fees charged for those services. Whenever you have any questions or comments regarding our services, or the status of your files, or whenever any new facts or considerations come to your attention, you should contact me or any other consultant or agent with whom you are working. We encourage you to inquire about any matter relating to our fee arrangements or monthly statements that are in any way unclear.

It is important to our agency/consultant relationship that any questions you have about our billings to you be resolved while the matter is fresh on all our minds. Therefore, you agree that you will have thirty (30) days after the delivery of a bill to you to make objections or questions any of the items on the bill. Absent any such objection or question, you will be deemed to have accepted the items on the bill and to have admitted to their accuracy and to your obligation to pay the total shown on such bill.

Please indicate your agreement to the above by signing and returning the attached copy of this letter. We are requesting a retainer, payable now, in the amount of \$3,500.00 to be applied against fees and costs.

Sincerely,

Rabuild Commercial Services LLC

Veronica Becerra
California State License 00826816

Acknowledged:  Dated: 11/08/17
Magnolia Public Schools
Caprice Young - CEO

Rate Exhibit

Principal	\$220.00 per hour
Assistant Planners	\$200.00 per hour
Expediting Assistants	\$165.00 per hour
Planning Assistants	\$165.00 per hour
Project Managers	\$ 95.00 per hour
Assistants	\$ 65.00 per hour

*Based on average difficulty our hourly billing excluding reimbursable charges will not exceed the sum of \$15,000.00 for the services to obtain discretionary approvals related to the required zone variances for the subject property.

Any appeal cases will be considered a new case.

Scope of Work

A. Zoning, Land Use and Entitlement Analysis

- Review, research and consult on all documents and plans related to the project.
- Consult with all members of the development team as needed.
- Determine use and verify zoning. Meet with City of Los Angeles Planning and Building and Safety, BOE and Land Development Staff for a preliminary review of proposed project.
- Review and summarize key zoning restrictions.

B. Governmental Relations

- Meet with City Officials, Councilmembers and Agencies to determine feasibility of project.
- Meet with community groups, property owners and other parties, including City Agencies to present project and generate support.

C. Entitlements

- Coordinate all documents needed for the submittal of all planning applications, including coordination with all members of the development team.
- File all planning applications, including but not limited to Variances, Conditional Use and or Zone Changes.
- Attend all hearings associated with the various applications.
- Clear all conditions required for final approval of discretionary requests.



Exhibit B

Tasks Completed to Date and Tasks Remaining to be Completed

Rabuild Commercial (Veronica Becerra) MSA-1 Scope of Work

Background: Rabuild was originally contracted to provide zone variance services for the MSA-1 parking lot parcels. Scope later changed to provide zone change services. First \$25,000 has been exhausted. MSA-1 team seeks approval for a second not to exceed \$25,000 cap.

Tasks Accomplished to Date (within first \$25,000):

- Reviewed the zone variance materials for the MSA-1 existing variances; reviewed actual conditions at MSA-1 to determine the prospects of successfully meeting existing conditions imposed by variances; strategized with MSA-1 team about filing for another zone variance versus filing for a zone change and consulted with Council office regarding the same. Deliverable: devise strategy for moving forward to maximize the utility of the MSA-1 parking lot parcels and minimize both short term and long term costs.
- Applied for and received clearance from Community Development Overlay District to allow project to pull permits. Entailed multiple meetings with CDO and Planning Department Reps. Deliverable: CDO approval and ultimately construction permits.
- Assistance with “master planning” the entire MSA-1 site in hopes of enticing the City to enter into a collaborative arrangement whereby the City would build an ice rink partially on MSA-1 property in exchange for use of the ice rink and any associated facilities. This included several working meetings with the architects to develop master plan schemes. Deliverable: several master planning schemes.
- Confering with City officials regarding the prospect of a collaboration on the skating rink. Deliverable: reports back to MSA-1 team about prospects.
- Confer with City officials regarding the filing of a zone change in lieu of a zone variance. Deliverable: agreement by and support of City officials for submission of zone change application.
- Prepare zone change application including collaborating with vendors to produce necessary documents, including CEQA documents – initial study and mitigated negative declaration and traffic study. Deliverable: zone change application documents.
- Assist MSA-1 in acquiring certificate of occupancy for Amigo campus. Including meetings with various Planning Department officials. Deliverable: Certificate of Occupancy.

Tasks to be Completed (within second \$25,000):

- File zone change application. Deliverable: receipt for filing
- Shepard application through zone change application process. Deliverable: Periodic updates on the timeline and process.
- Endeavor to have zone change application approved with minimal conditions. Deliverable: Periodic updates.
- Represent MSA-1 at public hearings. Deliverable: Appearances at hearings
- Assist MSA-1 with more community outreach, including Reseda Neighborhood Council, and other community organizations. Deliverables: letters of support, if possible.

Cover Sheet

Approval of Prop 39 Contracts for MSA-1, MSA-2, MSA-4, MSA-5, MSA-6, MSA-7, MSA-8, MSA-San Diego

Section: III. Action Items by AdHoc Committee
Item: B. Approval of Prop 39 Contracts for MSA-1, MSA-2, MSA-4,
MSA-5, MSA-6, MSA-7, MSA-8, MSA-San Diego
Purpose: Vote
Submitted by:
Related Material: III B Prop 39 Contracts.pdf



Ad Hoc Committee Agenda Item #:	III B
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Ad Hoc Committee (the "Committee")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	PROP 39 ENERGY EFFICIENCY GRANT CONTRACTS FOR MPS CAMPUSES

I. Proposed Recommendation(s)

At an earlier Board Meeting, the Facilities Committee was designated by the MPS Board as an Ad Hoc Committee to review and approve Prop 39 energy grant contracts.

Staff recommends and moves that the Ad Hoc Committee approve the Prop 39 contracts listed below under Article III.

II. Prop 39 Background

MPS applied for and received grants for its schools under the Proposition 39 California Clean Energy Jobs Act ("Prop 39"), a state program providing funding to local educational agencies for improving energy efficiency and creating clean energy jobs. Under Prop 39, all MPS schools except for MSA-Santa Ana received funding. According to Prop 39 rules and regulations, Prop 39 projects must be under contract (aka encumbered) by June 30, 2019. Otherwise, such Prop 39 funds which have already been received must be returned to the State of California.

MPS signed an agreement with First Note Finance, inc. ("FNF") to manage MPS's Prop 39 projects. FNF performs site walks, issues RFPs and together with MPS Staff selects a contractor for each scope of work.

III. The Prop 39 Contracts

The proposed Agreements between MPS and the various vendors are substantially similar except for example the scope of work, vendor party to the contract, and contract price. The form of contract has



been reviewed by MPS's general counsel and found to be acceptable. The contracts are listed below and attached as exhibits.

1. **MSA 1**
 - HVAC -Contract with Emcor for 15 total units (\$209,000) [See Exhibit A]
 - Lighting -Contract with Vector Energy (\$44,834) [See Exhibit B]
2. **MSA 2**
 - Plug Load Management - Contract with ABR Co. (\$4,500.00) [See Exhibit C]
3. **MSA 3**
 - Plug Load Management - Contract with ABR Co. (\$5,850.00) [See Exhibit D]
4. **MSA 4**
 - Plug Load Management - Contract with ABR Co. (\$1,235.00) [See Exhibit E]
5. **MSA 5**
 - Plug Load Management - Contract with ABR Co. (\$3,300.00) [See Exhibit F]
6. **MSA 6**
 - Lighting-Contract with Regreen (\$14,929.61) [See Exhibit G]
 - Solar-Contract with Simply Solar (\$42,000) [See Exhibit H]
7. **MSA 7**
 - Lighting -Contract with Regreen (\$17,626.50) [See Exhibit I]
 - Cool Roof -Contract with Arithane (\$112,889) [See Exhibit J]
 - Plug Load Management - Contract with ABR Co. (\$3,500.00) [See Exhibit K]
8. **MSA 8**
 - Plug Load Management - Contract with ABR Co. (\$9,600.00) [See Exhibit L]
9. **MSA San Diego**
 - Plug Load Management - Contract with ABR Co. (\$2,025.00) [See Exhibit M]

Most of the contract are for plug load management the scope of work of which is generally described as follows:

[T] he reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.



The scope of work of lighting contracts is generally described as follows:

The Work ... necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for exterior lighting fixtures, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

The scope of work for the single solar contract for MSA-6 is generally described as follows:

The ... construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for a 9.943 kW AC CEC Solar Photovoltaic System

The scope of work for the single HVAC contract for MSA-1 is generally described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of eighteen (15) total Packaged Rooftop Heat Pump Systems & Split System Heat Pumps. These replacement units shall be SEER-15 or better, and will replace (10) existing rooftop units located on the roof of the building & (5) Split System Heat Pumps. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better. The project is to be implemented as soon as possible as determined by school client. Includes development of all documentation required for permit from the local jurisdiction, a full one (1) year replacement labor warranty and warranty to commence upon startup of equipment. In addition, a 1-year factory warranty on the complete unit.

IV. Budget Impacts

All costs for the energy efficiency upgrades will be paid with Prop 39 funds previously received by MPS. In the event that LAUSD charges any fees for approving the upgrades, Staff will consult with the school site team and MPS finance to determine whether any such fees can be paid from the school's operating budget or whether the improvements can be downsized so that Prop 39 funds can be used to pay such fees.

The cost of the removing and replacing the parking lot pavement (PCI 023) would be paid for from a line item allowance carried by the project in the amount of \$125,000. Therefore, this PCI will not impact the overall budget by increasing costs beyond what was budgeted for various categories of work.

Exhibits (attachments): See Article III. above



Exhibit A

HVAC -Contract with Emcor for 15 total units (\$209,000)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 6th day of March 2019.

B E T W E E N the Owner: Magnolia Science Academy 1
18238 Sherman Way
Reseda, CA 91335

and the Contractor: Mesa Energy Systems, Inc.
Aaron Fletcher
2 Cromwell
Irvine, CA 92618
Tel: (949) 460 - 0460
Email: jdavie@emcor.net

the Project is: Magnolia Science Academy 1
18238 Sherman Way
Reseda, CA 91335

The Owner and Contractor agree as follows.

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey installation of eighteen (15) total Packaged Rooftop Heat Pump Systems & Split System Heat Pumps. These replacement units shall be SEER-15 or better, and will replace (10) existing rooftop units located on the roof of the building & (5) Split System Heat Pumps. If the equipment is rated in EER, not SEER, the systems shall be EER 12.2 or better. The project is to be implemented as soon as possible as determined by school client. Includes development of all documentation required for permit from the local jurisdiction, a full one (1) year replacement labor warranty and warranty to commence upon startup of equipment. In addition, a 1-year factory warranty on the complete unit.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19**ARTICLE 5****5.1 PROGRESS PAYMENTS**

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

ARTICLE 6 THE CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER**7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Contractor shall pay for the building permit and final inspection. Owner shall pay other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor’s tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS

10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with school pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

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Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research Foundation
dba Magnolia Public Schools

Mesa Energy Systems, Inc.

OWNER (Signature)

By: Alfredo Rubalcava
Its: Chief Executive Officer &
Superintendent

CONTRACTOR (Signature)

By: Harry Archung
Its: Vice President
611215

License Number

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

Form of TASK ORDER

Scope of Work and Schedule

Facility: Magnolia Science Academy 1

Address: 18238 Sherman Way, Reseda, CA 91335

Primary Contact for Site: Mustafa Sahin, Tel: (818) 609-0507; Email: msahin@magnoliapublicschools.org

Project Manager Name and Contact Info:

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: James@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: Amanda@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

Justin Davie, Tel: (949) 447-6044; Email: jdavie@emcor.net

Scope of Work Narrative:

This project includes the turnkey (Design-Build) Engineering, Design, Electrical, permitting, Installation, and Commissioning Support of ten (10) existing rooftop units located on the roof of the building & five (5) Split System Heat Pumps. The split system heat pumps include the installation of 5 new line sets with new condensate lines for RTUs.

Additionally, the kWh savings in the CEC approved plan for this scope is 38,554 kWh/year. The energy savings of the project shall be within 15% of 38,554 kWh/year.

The new equipment will have the following specifications:

1. Rooftop Packaged Heat Pumps (10) Total:
 - i. (1) Two Ton Day and Night Commercial Light Model PHR524000K
 - 15 SEER
 - R410A
 - 208-1-60
 - Direct Drive
 - Economizer
 - New disconnects
 - ii. (9) Five Ton Day and Night Commercial Light Model PHR560000H

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

- 15 SEER
- R410A
- 208-3-60
- Direct Drive
- Economizers
- New disconnects

2. Split System Heat Pumps (5) Total:

i. (3) 1.5 Ton Day and Night Model NXH618GKA

- 16 SEER
- R410A
- 208-1-60
- New Disconnects

ii. (2) Three Ton Day and Night Model N4H436GHG

- 15 SEER
- R410A
- 208-1-60
- New Disconnects

Warranty

Undersigned agrees to repair and/or replace any or all such work that may prove defective in workmanship and/or material within one a period of one (1) Full Year from the Substantial Competition date. In the event the undersigned fails to comply with warranty conditions within a reasonable time period, as determined by Magnolia Science Academy 1, but no later than ten (10) calendar days after written notification by Magnolia Science Academy 1, the undersigned authorizes Magnolia Science Academy 1 to proceed to have said defects repaired at the expense of the undersigned.

- 1 Year Warranty on Materials
- 1 Year Warranty on Labor

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19



MSA One HVAC Replacements
 Proposal #: 19-08942
 1/17/2019
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Inclusions and Exclusions

Checked items below are included in this proposal; non-checked items are excluded.

Engineering, Permits & Bonds			
Mechanical Engineering	<input checked="" type="checkbox"/>	Structural Engineering	<input checked="" type="checkbox"/>
Electrical Engineering	<input type="checkbox"/>	Plan Check Fees	<input type="checkbox"/>
Mechanical Permits	<input checked="" type="checkbox"/>	Electrical Permits	<input type="checkbox"/>
Structural Permits	<input type="checkbox"/>	Street Closure Permits	<input checked="" type="checkbox"/>
Performance Bond	<input type="checkbox"/>	Architectural Drawings	<input type="checkbox"/>
Rigging and Specialty Rentals			
Rigging	<input checked="" type="checkbox"/>	Scissor Lift as Required	<input type="checkbox"/>
Helicopter	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Additional Services			
Comfort Air Balance	<input type="checkbox"/>	Certified Air Balance	<input type="checkbox"/>
Water Balance	<input type="checkbox"/>	Certified Water Balance	<input type="checkbox"/>
Recover Refrigerant Per EPA Guideline	<input checked="" type="checkbox"/>	Dispose of old Equipment	<input checked="" type="checkbox"/>
Project to be Performed at the Below Listed Times			
Normal Business Hours (M-F 7 am to 5 pm)	<input checked="" type="checkbox"/>	Overtime (non-Normal Business Hours)	<input type="checkbox"/>
Normal Hours and Overtime	<input type="checkbox"/>	Other:	<input type="checkbox"/>
Specialty Trades			
Electrical	<input checked="" type="checkbox"/>	Abatement	<input type="checkbox"/>
Framing of Curbs & Openings	<input type="checkbox"/>	Duct Cleaning	<input type="checkbox"/>
Re-roofing	<input type="checkbox"/>	Seismic Upgrades	<input type="checkbox"/>
Insulation of New Ducting (As Required)	<input checked="" type="checkbox"/>	Insulation of New Piping (As Required)	<input type="checkbox"/>
Coring	<input type="checkbox"/>	X-Ray Prior to Coring	<input type="checkbox"/>
Project Completion			
Start Up and Commissioning	<input checked="" type="checkbox"/>	Factory Start Up	<input type="checkbox"/>
Operation & Maintenance Manuals	<input checked="" type="checkbox"/>	As Built Drawings	<input type="checkbox"/>
Additional Components			
New Programmable Digital Thermostat (OPTION)	<input checked="" type="checkbox"/>	EMCOR Retains All Salvage Rights	<input checked="" type="checkbox"/>
Smoke Detectors in Supply Duct	<input type="checkbox"/>	Smoke Detectors Return Ducts	<input type="checkbox"/>
Warranties			
90-Day Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input type="checkbox"/>
One (1) year Labor and Materials from Date of Beneficial Use	<input type="checkbox"/>		<input checked="" type="checkbox"/>

Mesa Energy Systems, Inc.
 2 Cromwell, Irvine, CA 92618 | Phone: 949.460.0460 | Fax: 949.460.8812

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

CONTRACTOR will install the following equipment and ensure that the SEER-15 (e.g. > EER 12) specification for each system is validated with an ARI certificate.

Project Budget: \$ 209,000.00

The project budget includes all costs of all contractors, including mechanical, electrical, permits, materials, supplies, demolition... everything.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR. Please see link below for a comprehensive set of project cut sheets.

<https://www.dropbox.com/s/5es44qnuvwmg4rm/MSA%20SCHOOL%20SUBMITTAL%20BUNDLE%201-15-19.pdf?dl=0>

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19**Exhibit B****Price and Payment Terms****Fixed Turnkey Price: \$209,000.00**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead.)

Payment Terms:

- 30% mobilization fee: \$62,700.00 (required upon execution of this Agreement)
- Remaining balance due upon completion of the work. Net 30 days.
- If only parts of the project are complete, and other parts delayed, payment will be subject to the schedule of values below.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoice #2. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Progress Payment (California Civil Code 8134) is required from all equipment suppliers and/or subcontractors for payment of Invoice #2.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

Invoice	Milestone	%	Amount
1	Mobilization	30%	\$62,700.00
2	Rooftop HP & Split System HP Unit Procurement	60%	\$125,400.00
3	Warranty, O&M, Closeout Paperwork	10%	\$20,900.00

Total: \$209,000.00

Contract for HVAC Project – Mesa Energy Systems, Inc and Magnolia Science Academy 1 3/6/19

Exhibit C

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit B

Lighting -Contract with Vector Energy (\$44,834)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 30th day of January 2019.

B E T W E E N the Owner:

Magnolia Science Academy 1
18238 Sherman Way
Reseda, CA 91335

and the Contractor:

Vector Energy Group
17337 Ventura Blvd. Suite 304
Encino, CA 91316
Tel: (818) 600-4348
agancman@vectorenergygroup.com

the Project is:

Magnolia Science Academy 1
18238 Sherman Way
Reseda, CA 91335

The Owner and Contractor agree as follows.

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior fixtures, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

ARTICLE 6 THE CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

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The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS

10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with school pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractors operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for shows acts any of them may be liable:

- Workers Compensation and Employers Liability Insurance with limits of not less than required by law.
- Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including
- Personal Injury, including accidental death, with limits of not less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability – One Million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research
Foundation dba Magnolia Public Schools

Vector Energy Group

OWNER (Signature)

CONTRACTOR (Signature)

By: Alfredo Rubalcava
Its: Chief Executive Officer &
Superintendent

By: Al Gancman
Its: President
License Number: 988062

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

**TASK ORDER
Exhibit A**

Scope of Work and Schedule

Facility: Magnolia Science Academy 1

Address: 18238 Sherman Way, Reseda, CA 91335

Primary Contact for Site: Mustafa Sahin, Tel: (818) 609-0507; Email: msahin@magnoliapublicschools.org

Project Manager Name and Contact Info:

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: James@FirstNoteFinance.com

Michelle Nguyen, First Note Finance *inc*; Cell: (619) 381-03596; Email: Michelle@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

Al Gancman, Vector Energy Group, Tel: (818) 600-4348, Email: agancman@vectorenergygroup.com

Scope of Work Narrative:

CONTRACTOR shall perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing LADWP rebates, customer acceptance, and warranty. CONTRACTOR shall perform its own site survey and provide Owner with a scope and price proposal prior to executing this contract. The site survey shall be of sufficient detail to capture in advance any potential change orders, including but not limited to emergency lighting, battery backups, product compatibility with compact fluorescent ballasts, occupancy sensor integration, and/or product voltage compatibility. The annual kWh energy savings of the CONTRACTOR proposed systems shall be within 15% of the calculated energy savings of 31,484 kWh in order to adhere to the CA Proposition 39 funding guidelines. For fluorescent tube fixture retrofits, the Owner's preference is a line-voltage LED replacement where the fluorescent ballasts are removed. CONTRACTOR shall prepare and submit rebate applications and assist Owner with collection of the rebates, even after the on-site work is complete and accepted. The scope of work includes retrofit to LED Lighting for all Interior and Exterior lighting fixtures given in Tables 1A on the following pages. Product cut sheets for the new LED Lamps and/or LED fixtures are provided starting Page 11 of this Agreement.

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19**Warranty**

Materials (Manufacturer Coverage): 5yrs.

Labor (Vector Energy Group):

Vector Energy Group hereby guarantees the work to the full extent provided in the **Contract Documents**. Vector Energy Group, Inc shall remove, replace, and/or repair at own expense and at the convenience of the owner any faulty, defective, or improper work, material or equipment discovered within **one (1) Year** from the date of acceptance of the Project as a whole by the architect and owner, or for such longer period as may be provided in the **Contract Documents**.

Without limitation by the foregoing, Vector Energy Group shall pay in addition for all damage to the project resulting from defects in the Work and all costs and expenses necessary to correct, remove, replace, and/or repair the Work and any other work or property which may be damaged in correcting, removing, replacing, or repairing the Work.

Bill of Materials:

MAGNOLIA 1 - BILL OF MATERIALS					Units	Units	
Item	SCOPE	Location	Existing	VECTOR RETROFIT	Fixtures	Before	After
1	IN SCOPE	VARIOUS	NONE	Sensor-Wireles (Lutron+2 Switches)	11		
2	IN SCOPE	VARIOUS	NONE	Sensor - High Quality Wall Sensor	18		
3	IN SCOPE	VARIOUS	NONE	Sensor - Regular Wall Sensor	8		
4	IN SCOPE	VARIOUS	EMERGENCY FIXTURES	Fulham EM ballast ((CEC 750lm version)	29		
5	IN SCOPE	VARIOUS	2lamp U Bends	Green Creative 17w UBEND Bypass	307	614	614
6	IN SCOPE	VARIOUS	2lamp 4' T8	SYLVANIA 10W LED 4' T8 Bypass	15	30	30
7	IN SCOPE	VARIOUS	3lamp 4' T8	SYLVANIA 10W LED 4' T8 Bypass	56	168	168
8	IN SCOPE	VARIOUS	INCANDESCENT	LED LAMP	11	15	15
9	IN SCOPE	VARIOUS	2LAMP 26 CFL	LED 4 PIN VERTICAL LAMP	16	32	32
10	IN SCOPE	VARIOUS	150 W FLOOD	FLS 20 Maxlite Flood	1	1	1
11	IN SCOPE	VARIOUS	150 W WALPACKS	WPS 28w wallpacks	3	3	3
12	EXTRA	VARIOUS	2lamp 4' T8	SYLVANIA 10W LED 4' T8 Bypass	10	20	20
13	EXTRA	VARIOUS	2lamp U Bends	Green Creative 17w UBEND Bypass	2	4	4
					409	863	863

In addition, 37 sensors, separated into 3 types.

- 11 wireless sensors (Lutron + 2 switches)
- 18 High Quality Lutron Wall Sensor
- 8 Regular Lutron Wall Sensor

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19**Project Budget: \$44,834.00**

(The PROJECT MANAGER will provide a dollar amount which is the maximum project budget here. This is the maximum amount of project funding secured through the Proposition 39 application.)

Tabular Listing of the Work to be Performed:

Interior: Line Voltage LED Tubes:	\$ 23,425.00
Interior: LED Bulbs:	\$ 1,636.00
Exterior: LED Retrofit:	\$ 2,942.00
Interior: Lighting Occupancy Controls:	\$ <u>18,831.00</u>
Total LED Retrofit:	\$ 44,834.00

Schedule: The LED lighting project is requested to be undertaken during after regular school hours.

Product Cut Sheets:

A comprehensive set of projects cut sheets will be submitted by CONTRACTOR and included here by reference attachment.

The link name is

<https://drive.google.com/open?id=15bGNIE2Naw6xgwP7kGXoZqlxyWF4r-16>

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

Exhibit B

Price and Payment Terms

Fixed Turnkey Price: \$44,834.00

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead. CONTRACTOR's price shall be in conformance with its bid that it submitted with the RFQ.)

Payment Terms:

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

Schedule of Values:

A	B	C
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE
1	<u>Magnolia Science Academy 1</u>	
	LED EQUIPMENT	\$20,382.00
	LABOR COSTS	\$24,452.00
	TOTAL	\$44,834.00
	GRAND TOTALS	\$44,834.00

Bid Form & Schedule of Values for OPTION A - LINE VOLTAGE LED LAMP RETROFIT APPROACH

DATE 1/28/2019 COMPANY VECTOR ENERGY GROUP, LLC EMAIL agancman@vectorenergygroup.com

NAME AL GANCMAN, PRESIDENT TELEPHONE 310-991-2017

MAGNOLIA SCIENCE ACADEMY 1

OPTION A	LINE VOLTAGE LAMP RETROFIT APPROACH	PRICE OF				TOTAL	SCHEDULE OF VALUES (5)	ESTIMATED REBATES (6)	PAYER OF REBATES (7)
		INTERIOR FLUORESCENT TUBE FIXTURE RETROFIT (1)	INTERIOR BULB RETROFIT (2)	INTERIOR LIGHTING RETROFIT (3)	OCCUPANCY SENSORS (4)				
1	MAGNOLIA SCIENCE ACADEMY 1 LIGHTING PRODUCTS	\$ 11,725.00	\$ 819.00	\$ 925.00	\$ 6,913.00	\$ 20,382.00	45%	\$ 8,368.89	LADWP
2	MAGNOLIA SCIENCE ACADEMY 1 INSTALLATION LABOR, LAMP & BALLAST DISPOSAL & EMERGENCY BALLASTS	\$ 11,700.00	\$ 817.00	\$ 2,017.00	\$ 9,918.00	\$ 24,452.00	55%		
3	MAGNOLIA SCIENCE ACADEMY 1 COST OF PERMITS AND INSPECTIONS								
	TOTAL TURNKEY FIXED PRICE		\$ 1,636.00	\$ 2,942.00	\$ 16,831.00	\$ 44,834.00	100%		

Please list the DLC product numbers for the lighting products included in option A - Line Voltage LED Lamp Retrofit Approach table above

DLC Number	Model Number	Product Description and Lamp or Fixture Lumens	INCLUDES INTEGRATED AREA CONTROLS OR OCCUPANCY SENSING? (YES / NO)	INCLUDES INTEGRATED DIMMING CONTROLS? (YES / NO)	PRODUCT CUT SHEET PROVIDED WITH BID? (YES / NO)
PLDUCLE7QG0	17T8U6/840/BYP	T8 U-BENT 17w BYPASS	NO	NO	YES
PLYX19CCA0SU	LED12T8/L48/FG/841/SUB/BF	4' LINEAR T8 12w BYPASS	NO	NO	YES
P3MSKVQ3	HV-V-G24Q-B-11W-840-G4	11W 4 PIN LED LAMP	NO	NO	YES
PW6QQBE4	FLS20U50B	20W LED FLOOD LIGHT	YES	YES	YES
P2VACXHV	WPS28BU50B	28W LED WALL PACK	YES	YES	YES
ENERGY STAR	LED10A19/DIM/O/940/U/B	10W LED A LAMP	NO	NO	YES
LUTRON SENSOR	MRF25-6L	LUTRON SENSOR	NO	NO	YES
WALLMOUNT SENSOR	LRF2-VHLB-P-WH	WALL MOUNT SENSOR	NO	NO	YES

I, Al Gancman, am qualified to make this bid offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 1), or its designated Energy Manager (First Note Finance Inc) may reject this bid if it is not responsive, complete or submitted in time.

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 1 & Vector Energy Group 1/30/19

Exhibit C

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit C

Plug Load Management - Contract with ABR Co. (\$4,500.00)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 31st day of August 2018.

B E T W E E N the Owner: Magnolia Science Academy 2

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 4,500.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 2

ABR Co.

OWNER (Signature)

CONTRACTOR (Signature)

By: _____

By: _____

Its: _____

Its: _____

GNB32014-03332
License Number

The Owner and Contractor agree as follows.

1. THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H”) to this Contract, and the terms and conditions of the Task Order will take precedence.

2. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

4. BASIS FOR PAYMENT

4.1. CONTRACT SUM

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

5. PAYMENTS

5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

6. THE CONTRACT DOCUMENTS

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

7. OWNER

7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2. OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3. OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

8. CONTRACTOR

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4. WARRANTY

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

8.5. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

9. CHANGES IN THE WORK

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

10. PROTECTION OF PERSONS AND PROPERTY**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

11. INSURANCE**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

12. MISCELLANEOUS PROVISIONS**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2. GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

13. INDEMNIFICATION

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

14. DISPUTES

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

TASK ORDER**Exhibit A****Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 2</u>
<u>Address:</u>	<u>17125 Victory Blvd., Van Nuys CA 91406-5455</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 4,500.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

Detail of Work To Be Performed

For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Work to be Performed		Comments
Quantity	Scope of Work	
Program Desktop Computers to Sleep During Unoccupied Hours		
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
Install Hardware to Turn off Other Devices		

Exhibit B

Price and Payment Terms

Proposition 39 Funds: \$ 4,500.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 4,500.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

Exhibit C

Retainer Invoice

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 4,500.00
B) Balance Due	\$ 2,250.00

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit D**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 4,500.00
B) Retainer Payment	\$ 2,250.00
C) Remaining Balance Due	\$ 2,250.00

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit E1

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

Exhibit E2**Contractor Information for PWC 100 Reporting Form**

Name	ABR CO.
Address	4125 Temescal St., Suite K Fair Oaks, CA 95628
Email	bill_dba@sbcglobal.net Mason.abr@gmail.com
License No.	GNB32014-03332
Registration No. from DIR	1000043415
Project Name	Plug Load Management
Project Description	Reduction of energy usage via software and hardware solutions
Project Cost	\$ 4,500.00
Estimated Start Date	_____
Estimated Completion Date	_____
Project Superintendent Name	Mason Johnson
Classification	Sound/Comm

Exhibit F

Warranty of Work Performed

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.


Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
----------------------	------------------------	------

Exhibit G

Sample Certificate of Contractor's Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/13/2018			
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.							
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).							
PRODUCER: Nancy E. Leighton Leighton Insurance Associates, Inc.			CONTACT NAME: Nancy Leighton PHONE (A/C, Mr, Ext): 916-800-1144 FAX (A/C, Mr): 916-680-5263 E-MAIL ADDRESS: nancy.leighton@sbcglobal.net				
INSURED			INSURER(S) AFFORDING COVERAGE				
A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628			INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		UMBRELLA/LIB EXCESS LMB LEAD <input type="checkbox"/> RETROACTIVE					EACH OCCURRENCE \$ AGGREGATE \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNER/EXECUTIVE OFFICERS/EMPLOYER EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU <input type="checkbox"/> OTH <input type="checkbox"/> EMP LIMITS <input type="checkbox"/> EMP <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.							
CERTIFICATE HOLDER				CANCELLATION			
ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON			

ACORD 25 (2010/05)

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Exhibit H**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 2
Address	17125 Victory Blvd., Van Nuys CA 91406-5455
CDS Code (14 Digit Code)	19 64733 0115212

Signature _____

Printed Name _____

Title _____

Date _____

Computers and Hardware Performed

Computers and Hardware Performed		Quantity	Comments
Macintosh / Apple			
Linux			
Windows			
Plug Loads			



Exhibit D

Plug Load Management - Contract with ABR Co. (\$5,850.00)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 31st day of August 2018.

B E T W E E N the Owner: Magnolia Science Academy 3

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 5,850.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 3

ABR Co.

OWNER (Signature)

CONTRACTOR (Signature)

By: _____

By: _____

Its: _____

Its: _____

GNB32014-03332
License Number

The Owner and Contractor agree as follows.

1. THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H”) to this Contract, and the terms and conditions of the Task Order will take precedence.

2. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

4. BASIS FOR PAYMENT

4.1. CONTRACT SUM

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

5. PAYMENTS

5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

6. THE CONTRACT DOCUMENTS

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

7. OWNER

7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2. OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3. OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

8. CONTRACTOR

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4. WARRANTY

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

8.5. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

9. CHANGES IN THE WORK

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

10. PROTECTION OF PERSONS AND PROPERTY**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

11. INSURANCE**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

12. MISCELLANEOUS PROVISIONS**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2. GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

13. INDEMNIFICATION

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

14. DISPUTES

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

TASK ORDER**Exhibit A****Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 3</u>
<u>Address:</u>	<u>1254 East Helmick Street, Carson, CA 90746-3164</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 5,850.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

Detail of Work To Be Performed

For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Work to be Performed		Comments
Quantity	Scope of Work	
Program Desktop Computers to Sleep During Unoccupied Hours		
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
Install Hardware to Turn off Other Devices		

Exhibit B

Price and Payment Terms

Proposition 39 Funds: \$ 5,850.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 5,850.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

Exhibit C

Retainer Invoice

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 5,850.00
B) Balance Due	\$ 2,925.00

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit D**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 5,850.00
B) Retainer Payment	\$ 2,925.00
C) Remaining Balance Due	\$ 2,925.00

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit E1

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

Exhibit E2**Contractor Information for PWC 100 Reporting Form**

Name	ABR CO.
Address	4125 Temescal St., Suite K Fair Oaks, CA 95628
Email	bill_dba@sbcglobal.net Mason.abr@gmail.com
License No.	GNB32014-03332
Registration No. from DIR	1000043415
Project Name	Plug Load Management
Project Description	Reduction of energy usage via software and hardware solutions
Project Cost	\$ 5,850.00
Estimated Start Date	_____
Estimated Completion Date	_____
Project Superintendent Name	Mason Johnson
Classification	Sound/Comm

Exhibit F

Warranty of Work Performed

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.


Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
----------------------	------------------------	------

Exhibit G

Sample Certificate of Contractor's Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/13/2018		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER: Nancy E. Leighton Leighton Insurance Associates, Inc.			CONTACT NAME: Nancy Leighton PHONE (A/C, Mr, Ext): 016-800-1144 FAX (A/C, Mr): 916-680-5263 E-MAIL ADDRESS: nancy.leighton@sbcglobal.net			
INSURED: A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628			INSURER(S) AFFORDING COVERAGE:		NAIC #	
			INSURER A: Alain Specialty Insurance Company		17159	
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
INSURER F:						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NR LTR	TYPE OF INSURANCE	ADDITIONAL RISK WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> RPT <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIME <input type="checkbox"/> EXCESS LIME <input type="checkbox"/> LEAD <input type="checkbox"/> MULTIRISKS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMPLOYER EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU LARY LIMITS <input type="checkbox"/> OTH LTR E.L. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.						
CERTIFICATE HOLDER			CANCELLATION			
ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON			

ACORD 25 (2010/05)

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Exhibit H**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 3
Address	1254 East Helmick Street, Carson, CA 90746-3164
CDS Code (14 Digit Code)	19 64733 0115030

Signature

Printed Name

Title

Date

Computers and Hardware Performed

Computers and Hardware Performed		Quantity	Comments
Macintosh / Apple			
Linux			
Windows			
Plug Loads			



Exhibit E

Plug Load Management - Contract with ABR Co. (\$1,235.00)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 31st day of August 2018.

B E T W E E N the Owner: Magnolia Science Academy 4

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 1,235.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 4

ABR Co.

OWNER (Signature)

CONTRACTOR (Signature)

By: _____

By: _____

Its: _____

Its: _____

GNB32014-03332
License Number

The Owner and Contractor agree as follows.

1. THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H”) to this Contract, and the terms and conditions of the Task Order will take precedence.

2. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

4. BASIS FOR PAYMENT

4.1. CONTRACT SUM

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

5. PAYMENTS

5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

6. THE CONTRACT DOCUMENTS

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

7. OWNER

7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2. OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3. OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

8. CONTRACTOR

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4. WARRANTY

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

8.5. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

9. CHANGES IN THE WORK

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

10. PROTECTION OF PERSONS AND PROPERTY**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

11. INSURANCE**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

12. MISCELLANEOUS PROVISIONS**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2. GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

13. INDEMNIFICATION

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

14. DISPUTES

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

TASK ORDER**Exhibit A****Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 4</u>
<u>Address:</u>	<u>11330 West Graham Pl, B-9, Los Angeles CA 90064</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 1,235.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

Detail of Work To Be Performed

For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Work to be Performed		Comments
Quantity	Scope of Work	
Program Desktop Computers to Sleep During Unoccupied Hours		
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
Install Hardware to Turn off Other Devices		

Exhibit B

Price and Payment Terms

Proposition 39 Funds: \$ 1,235.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 1,235.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

Exhibit C

Retainer Invoice

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 1,235.00
B) Balance Due	\$ 617.50

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit D**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 1,235.00
B) Retainer Payment	\$ 617.50
C) Remaining Balance Due	\$ 617.50

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

 CONTRACTOR (Printed)

 CONTRACTOR (Signature)

 DATE

Exhibit E1

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

Exhibit E2**Contractor Information for PWC 100 Reporting Form**

Name	ABR CO.
Address	4125 Temescal St., Suite K Fair Oaks, CA 95628
Email	bill_dba@sbcglobal.net Mason.abr@gmail.com
License No.	GNB32014-03332
Registration No. from DIR	1000043415
Project Name	Plug Load Management
Project Description	Reduction of energy usage via software and hardware solutions
Project Cost	\$ 1,235.00
Estimated Start Date	_____
Estimated Completion Date	_____
Project Superintendent Name	Mason Johnson
Classification	Sound/Comm

Exhibit F

Warranty of Work Performed

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
----------------------	------------------------	------

Exhibit G

Sample Certificate of Contractor's Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/13/2018

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

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

PRODUCER: Nancy E. Leighton Leighton Insurance Associates, Inc.		CONTACT NAME: Nancy Leighton PHONE (A/C, Mr, Ext): 016-800-1144 FAX (A/C, Mr): 916-680-5263 E-MAIL ADDRESS: nancy.leighton@sbcglobal.net	
INSURED: ABR Co. 4125 Temescal St Suite K Fair Oaks CA 95628		INSURER(S) AFFORDING COVERAGE: INSURER A: Alain Specialty Insurance Company NAIC # 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NR	LTR	TYPE OF INSURANCE	ADDITIONAL	POLICY NUMBER	POLICY EFF	POLICY EXP	LIMITS
			INSR		(MM/DD/YYYY)	(MM/DD/YYYY)	
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER <input type="checkbox"/> LOC	X	CIP266577	06/01/2018	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2018	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
		UMBRELLA/LIB EXCESS LMB LEAD <input type="checkbox"/> NON-LEADS					EACH OCCURRENCE \$ AGGREGATE \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNER/EXECUTIVE OFFICERS/EMPLOYER EXCLUDED (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A			WC STATU <input type="checkbox"/> OTH <input type="checkbox"/> EMP LIMITS <input type="checkbox"/> EMP <input type="checkbox"/> \$ EACH ACCIDENT \$ \$ E.L. DISEASE - SA EMPLOYER \$ \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces
 Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.

CERTIFICATE HOLDER ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON
---	---

Exhibit H**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 4
Address	11330 West Graham Pl, B-9, Los Angeles CA 90064
CDS Code (14 Digit Code)	19 64733 0117622

Signature _____

Printed Name _____

Title _____

Date _____

Computers and Hardware Performed

Computers and Hardware Performed		Quantity	Comments
Macintosh / Apple			
Linux			
Windows			
Plug Loads			



Exhibit F

Plug Load Management - Contract with ABR Co. (\$3,300.00)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 31st day of August 2018.

B E T W E E N the Owner: Magnolia Science Academy 5

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 3,300.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 5

ABR Co.

OWNER (Signature)

CONTRACTOR (Signature)

By: _____

By: _____

Its: _____

Its: _____

GNB32014-03332
License Number

The Owner and Contractor agree as follows.

1. THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H”) to this Contract, and the terms and conditions of the Task Order will take precedence.

2. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

4. BASIS FOR PAYMENT

4.1. CONTRACT SUM

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

5. PAYMENTS

5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

6. THE CONTRACT DOCUMENTS

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

7. OWNER

7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2. OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3. OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

8. CONTRACTOR

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4. WARRANTY

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

8.5. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

9. CHANGES IN THE WORK

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

10. PROTECTION OF PERSONS AND PROPERTY**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

11. INSURANCE**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

12. MISCELLANEOUS PROVISIONS**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2. GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

13. INDEMNIFICATION

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

14. DISPUTES

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

TASK ORDER**Exhibit A****Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 5</u>
<u>Address:</u>	<u>18230 Kittridge Street, Reseda, CA 91335-6121</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 3,300.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

Detail of Work To Be Performed

For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Work to be Performed		Comments
Quantity	Scope of Work	
Program Desktop Computers to Sleep During Unoccupied Hours		
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
Install Hardware to Turn off Other Devices		

Exhibit B

Price and Payment Terms

Proposition 39 Funds: \$ 3,300.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 3,300.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

Exhibit C

Retainer Invoice

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 3,300.00
B) Balance Due	\$ 1,650.00

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit D**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 3,300.00
B) Retainer Payment	\$ 1,650.00
C) Remaining Balance Due	\$ 1,650.00

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit E1

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

Exhibit E2**Contractor Information for PWC 100 Reporting Form**

Name	ABR CO.
Address	4125 Temescal St., Suite K Fair Oaks, CA 95628
Email	bill_dba@sbcglobal.net Mason.abr@gmail.com
License No.	GNB32014-03332
Registration No. from DIR	1000043415
Project Name	Plug Load Management
Project Description	Reduction of energy usage via software and hardware solutions
Project Cost	\$ 3,300.00
Estimated Start Date	_____
Estimated Completion Date	_____
Project Superintendent Name	Mason Johnson
Classification	Sound/Comm

Exhibit F

Warranty of Work Performed

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.


Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
----------------------	------------------------	------

Exhibit G

Sample Certificate of Contractor's Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/13/2018		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER: Nancy E. Leighton Leighton Insurance Associates, Inc.			CONTACT NAME: Nancy Leighton PHONE (A/C, Mr, Ext): 016-800-1144 FAX (A/C, Mr): 916-680-5263 E-MAIL ADDRESS: nancy.leighton@sbcglobal.net			
INSURED: ABR Co. 4125 Temescal St Suite K Fair Oaks CA 95628			INSURER(S) AFFORDING COVERAGE:		NAIC #	
			INSURER A: Alain Specialty Insurance Company		17159	
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
INSURER F:						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NR LTR	TYPE OF INSURANCE	ADDITIONAL RISK WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> RPT <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIME <input type="checkbox"/> EXCESS LIME <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> MED <input type="checkbox"/> BENEFITS					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNER/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU LARY LIMITS <input type="checkbox"/> OTH LTR \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.						
CERTIFICATE HOLDER			CANCELLATION			
ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON			

ACORD 25 (2010/05)

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Exhibit H**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 5
Address	18230 Kittridge Street, Reseda, CA 91335-6121
CDS Code (14 Digit Code)	19 64733 0117630

Signature

Printed Name

Title

Date

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Computers and Hardware Performed

Computers and Hardware Performed		Quantity	Comments
Macintosh / Apple			
Linux			
Windows			
Plug Loads			



Exhibit G

Lighting-Contract with Regreen (\$14,929.61)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 22th day of February, 2019.

B E T W E E N the Owner:

Magnolia Science Academy 6
3754 Dunn Drive
Los Angeles, CA 90034-5805

and the Contractor:

Regreen Inc.
120 Standard Street
El Segundo, CA 90245
Tel: (310) 920-0747

the Project is:

Magnolia Science Academy 6
3754 Dunn Drive
Los Angeles, CA 90034-5805

The Owner and Contractor agree as follows.

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior fixtures, including all equipment and materials, installation labor, 29 sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

ARTICLE 6 THE CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 6 & Regreen

2/22/19

means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS

10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with school pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractors operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for shows acts any of them may be liable:

- Workers Compensation and Employers Liability Insurance with limits of not less than required by law.
- Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including
- Personal Injury, including accidental death, with limits of not less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability – One Million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 6 & Regreen

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this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research
Foundation dba Magnolia Public Schools

Regreen

OWNER (Signature)

CONTRACTOR (Signature)

By: Alfredo Rubalcava
Its: Chief Executive Officer &
Superintendent

By: Chad Clark
Its: President
License Number: 939440

TASK ORDER Exhibit A

Scope of Work and Schedule

Facility: Magnolia Science Academy 6

Address: 3754 Dunn Drive, Los Angeles, CA 90034-5804

Primary Contact for Site: John Terzi, Tel: (310) 8428555; Email: jterzi@magnoliapublicschools.org

Project Manager Name and Contact Info:

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: James@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: Amanda@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

Carly Moss, Tel: (469) 422-0676; Email: carly@regreencorp.com

Karina Branum, Tel: (213)378-1761; Email: karina@regreencorp.com

Scope of Work Narrative

CONTRACTOR shall perform a comprehensive, turnkey, LED Lighting Retrofit for all lighting fixtures, both Interior and Exterior, including all equipment and materials, installation labor, 26 sensors and controls necessary for permit or regulatory compliance, permitting, securing LADWP rebates, customer acceptance, and warranty. CONTRACTOR shall perform its own site survey and provide Owner with a scope and price proposal prior to executing this contract. The site survey shall be of sufficient detail to capture in advance any potential change orders, including but not limited to emergency lighting, battery backups, product compatibility with compact fluorescent ballasts, occupancy sensor integration, and/or product voltage compatibility. The annual kWh energy savings of the CONTRACTOR proposed systems shall be within 15% of the calculated energy savings of 6,108 kWh in order to adhere to the CA Proposition 39 funding guidelines. For fluorescent tube fixture retrofits, the Owner's preference is a line-voltage LED replacement where the fluorescent ballasts are removed. CONTRACTOR shall prepare and submit rebate applications and assist Owner with collection of the rebates, even after the on-site work is complete and accepted.

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 6 & Regreen**2/22/19****Bill of Materials:**

MSA 6 Option A

Row Labels	Sum of Fixt. Qty.
(2) ESPEN L48T8/840/14G-ID	92
(2) GREEN CREATIVE 6PLH/840/BYP/R	2
(4) ESPEN L48T8/840/14G-ID	6
GREEN CREATIVE 65HIDHB/850/BYP/EX39	2
NO CHANGE	32
TCP L9A19D2541K	2
(blank)	0
Grand Total	136

Project Budget: \$ 14,929.61

(The PROJECT MANAGER will provide a dollar amount which is the maximum project budget here. This is the maximum amount of project funding secured through the Proposition 39 application.)

Tabular Listing of the Work to be Performed:

Interior: Fluorescent Tube Fixture Retrofit:	\$.	4,690.35
Interior: Bulb Retrofit:	\$.	40.34
Exterior: Lighting Retrofit:	\$	451.29
Occupancy Sensors:	\$	7,101.64
Emergency Adder:	\$	<u>2,646.00</u>
Total LED Retrofit:	\$	14,929.61

Schedule: The LED lighting project is requested to be undertaken during after regular school hours as determined by client.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR and included here by reference attachment.

The link name is

<https://www.dropbox.com/s/oxvb3h0ij00kv8r/MSA%206%20Option%20A%20Specification%20Sheets.pdf?dl=0>

Exhibit B**Price and Payment Terms****Fixed Turnkey Price: \$14,929.61**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead. CONTRACTOR's price shall be in conformance with its bid that it submitted with the RFQ.)

Payment Terms:

- One final invoice per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Final Invoice. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for final payment.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

Project Milestone	% Completed	Amount
Installation Complete, Warranty, & O&M Manual	100%	\$14,929.61

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 6 & Regreen

2/22/19

Bid Form & Schedule of Values for OPTION A – LINE VOLTAGE LED LAMP RETROFIT APPROACH
 Date: 2/08/2019 Company: ReGreen, Inc. Email: chad@regreencorp.com
 Name: Chad Clark Telephone: 310.920.0747

Magnolia Science Academy 6		PRICE OF				Schedule of Values (5)	Estimated Rebates (6)	Payer(s) of Rebates (7)
		Interior Fluorescent Tube Fixture Retrofit (1)	Interior Bulb Retrofit (2)	Exterior Lighting Retrofit (3)	Occupancy Sensors (4)			
Option A	Line Voltage Lamp Retrofit Approach							
1	Magnolia Science Academy 6 Lighting Products	\$ 2,658.36	\$ 22.92	\$ 255.78	\$ 4,260.97	60%	\$ 301.66	LADWP*
2	Magnolia Science Academy 6 Installation Labor, Lamp & Ballast Disposal	\$ 1,772.24	\$ 15.28	\$ 170.52	\$ 2,556.58	36%		
3	Magnolia Science Academy 6 Cost of Permits and Inspections	\$ 221.53	\$ 1.91	\$ 21.32	\$ 284.06	4%		
TOTAL TURNKEY FIXED PRICE:						100%		

Emergency Adder \$ 2,646.00
 Total \$ 14,887.48
 *No rebate available on Line Voltage Lamp Retrofit with LADWP

Please list the DLC product numbers for the lighting products included in the Option A – Line Voltage LED Lamp Retrofit Approach table above

DLC Number	Product Description and Lamp or Fixture Lumens	Includes Integrated Area Controls or Occupancy Sensing? (Yes / No)	Includes Integrated Dimming Controls? (Yes / No)	Product Cut Sheet Provided with Bid? (Yes / No)
PCG3GEYZ	4ft LED T8, 14W, 4000K, 1800 lm	No**	No**	Yes
PL44TN0DBFFZ	LED HID Replacement, 61.29W, 5000K, 6405 lm	No**	No**	Yes

**See attached proposal for control details

I, (name) Chad Clark, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 6), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after Friday, February 8, 2019, 4:00 PM.

Exhibit C
CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit H

Solar-Contract with Simply Solar (\$42,000)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 22th day of February, 2019.

B E T W E E N the Owner:

Magnolia Science Academy 6
3754 Dunn Drive
Los Angeles, CA 90034-5805

and the Contractor:

Simply Solar LLC
1715 W 130th St., Unit D
Gardena, CA 90249
Tel: (310) 532-0995
Email: info@simplysolarsocal.com

the Project is:

Magnolia Science Academy 6
3754 Dunn Drive
Los Angeles, CA 90034-5805

The Owner and Contractor agree as follows.

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for a 9.943 kW AC CEC Solar Photovoltaic System for Magnolia Science Academy 6.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, , and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

ARTICLE 6 THE CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction

Contract for Solar PV Project– Magnolia Science Academy 6– Simply Solar**2/22/19**

means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**10.1 SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS

10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with Owner’s pupils until such time as Contractor has verified in writing to the Owner that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or

omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research Foundation
dba Magnolia Public Schools

Simply Solar LLC

OWNER (Signature)

By: Alfredo Rubalcava
Its: Chief Executive Officer &
Superintendent

CONTRACTOR (Signature)

By: Anita Bradbury
Its: Managing Member
#990055
License Number

TASK ORDER

Exhibit A

Scope of Work and Schedule

Facility: Magnolia Science Academy 6

Address: 3754 Dunn Drive, Los Angeles, CA 90034-5804

Primary Contact for Site: John Terzi, Tel: (310) 8428555; Email: jterzi@magnoliapublicschools.org

Project Manager Name and Contact Info:

James Richmond, First Note Finance *inc*; Cell: (303) 517-8640; Email: James@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: Amanda@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

Anita Bradbury; cell: (858) 414-5930; email: Anita@SimplySolarSoCal.com

Scope of Work:

The Work is generally described as the construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for a 9.943 kW AC CEC Solar Photovoltaic System for MSA 6. The contractor includes a 25 year warranty on the solar modules and a 20 year warranty on the solar inverter.

Additionally, the kWh production in the CEC approved plan for this scope is 15,166.00 kWh / year. The energy savings of the project shall be within 15% of 15,166.00 kWh/year.

Project Budget: \$ 42,000.00

Tabular Listing of the Equipment to be Installed:

System Component	Model/Description	Quantity
Modules	REC / REC350TP2S 72XV	32
Inverter	Solaredge / SE11400H-US	1
Racking System	Ironridge / XR10	As required
Monitoring System	solaredge zigbee	1

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR and included here by link to Dropbox:

<https://www.dropbox.com/sh/4qe2d3dd6pivdk6/AAAn1RgpY3Ef9qL-xq-v88IMa?dl=0>

These shall include but not be limited to cut sheets for solar panels, racking system, inverters, electrical connecting equipment, and other electronics and/or software components that make up the complete Solar PV system.)

Exhibit B**Price and Payment Terms****Fixed Turnkey Price: \$ 42,000.00**

This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all engineering, products, parts, materials, labor, travel expenses, permits and overhead.

Payment Terms:

- Three progress invoices per the following Schedule of Values. Receivable net 30 days for each progress milestone invoice.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoices #2. Supplier invoices will be provided.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Progress Payment (California Civil Code 8134) required from all equipment suppliers and /or subcontractors for payment of Invoice #2.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from CONTRACTOR is required for payment of Invoice #3.

Schedule of Values:

#	Project Milestone	% Complete	Amount
1	Advance Payment, Client Plan Approval, Receive Permits	60%	\$25,200.00
2	Delivery of Materials	35%	\$14,700.00
3	Pass City Inspection, PTO/Project Completion	5%	\$2,100.00
		100%	\$42,000.00

Schedule of values definitions:

Client Plan Approval – when a permit ready plan set is presented to the client and the client approves the plans for permitting.

Receive Permits – when the Authority Having Jurisdiction (AHJ) [LA City] issues permits

Delivery of Materials – when materials are delivered to site and installation is started

Pass City Inspection – pass final inspection with AHJ

PTO/Project Completion – Permission to Operate has been issued by utility [LADWP] and OWNER has received system walk through, system training and has accepted completed system.

Exhibit C

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit I

Lighting -Contract with Regreen (\$17,626.50)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 1st day of February 2019.

B E T W E E N the Owner: Magnolia Educational Research Foundation dba
Magnolia Public Schools
18355 Roscoe Blvd.
Northridge, CA 91325-4104

and the Contractor: ReGreen, Inc.
120 Standard Street
El Segundo, CA 90245
Tel: (310) 920-0746
carly@regreencorp.com

the Project is: Magnolia Science Academy 7
18355 Roscoe Blvd.
Northridge, CA 91325-4104

The Owner and Contractor agree as follows.

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to perform a comprehensive, turnkey, LED Lighting Retrofit for exterior lighting fixtures, including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing Los Angeles Department of Water & Power (LADWP) rebates, customer acceptance, and warranty.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable fifteen (15) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

ARTICLE 6 THE CONTRACT DOCUMENTS

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER

7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

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If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

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8.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the

Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

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The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor

shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS

10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with Magnolia Science Academy 7 pupils until such time as Contractor has verified in writing to the Magnolia Science Academy 7 Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractors operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for shows acts any of them may be liable:

Workers Compensation and Employers Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollar (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability – One Million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

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Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 7 & ReGreen, Inc

2/1/2019

of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research
Foundation dba Magnolia Public Schools

ReGreen, Inc.

OWNER (Signature)

CONTRACTOR (Signature)

By: Alfredo Rubalcava
Its: Chief Executive Officer &
Superintendent

By: Chad Clark
Its: President
License Number: 939440

TASK ORDER Exhibit A

Scope of Work and Schedule

Facility: Magnolia Science Academy 7

Address: 18355 Roscoe Boulevard, Northridge, CA 91325

Primary Contact for Site: Fatih Metin, Tel: (818) 886-0585; Email: fmetin@magnoliapublicschool.org

Project Manager Name and Contact Info:

Michelle Nguyen, First Note Finance *inc*; Cell: (619) 381-0359; Email: Michelle@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email: Amanda@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

Carly Moss, Tel: (303) 883-0515; Email: carly@regreencorp.com

Scope of Work:

CONTRACTOR shall perform a comprehensive, turnkey, LED Lighting Retrofit, replacing all existing exterior fixtures, interior emergency battery backup fixtures and occupancy sensors including all equipment and materials, installation labor, any sensors and controls necessary for permit or regulatory compliance, permitting, securing LADWP rebates, customer acceptance, and warranty. CONTRACTOR shall perform its own site survey and provide Owner with a scope and price proposal prior to executing this contract. The site survey shall be of sufficient detail to capture in advance any potential change orders, including but not limited to emergency lighting, battery backups, product compatibility with compact fluorescent ballasts, occupancy sensor integration, and/or product voltage compatibility. The annual kWh energy savings of the CONTRACTOR proposed systems shall be within 15% of the calculated energy savings of 19,799 kWh in order to adhere to the CA Proposition 39 funding guidelines. For fluorescent tube fixture retrofits, the Owner's preference is a line-voltage LED replacement where the fluorescent ballasts are removed. CONTRACTOR shall prepare and submit rebate applications and assist Owner with collection of the rebates, even after the on-site work is complete and accepted.

Warranty:

Materials (manufacturer coverage):

LED lamps: 5yrs.

LED Luminaires (fixtures): 5yrs.

LED Drivers/Transformers: 5yrs.

Lighting Controls (sensors, dimmers, switches, and timers): 5yrs.

Note: warranty does not cover abuse, modification, pre-existing structure or electrical conditions, and/or any other pre-existing issues or damage caused by others. Warranty covers manufacturer related defects and failures only. Replacement parts are subject to manufacturer standard lead times at time of claim.

Labor (ReGreen coverage)

ReGreen guarantees all work performed to be free from installation defects for a period of 1 year from the completion date of a project. Please allow for a 7-day response time and note that if lighting equipment is required, lead times will need to be considered.

Location(s) covered under this warranty: Magnolia Science Academy 7

Contractor's Scope of Work:

Contractor performed their own survey of the campus and their scope of work is indicated by Contractor's line-by-line proposal added to this Agreement. The scope of work includes retrofit to LED Lighting for all Exterior lighting fixtures, emergency battery backup fixtures & occupancy sensors. Product cut sheets for the new LED Lamps and/or LED fixtures are provided starting Page 12 of this Agreement.

Bill of Materials

Part Number	Qty
LEVITON OSC05-RMW + OPP20-0D1	7
LEVITON ODC0S-I1W + OPP20-0D1	16
LEVITON ODS10-IDI	11
Green Creative 9A19/840/277V	24
Green Creative 37HID/840/277V/EX39	2
VEMB20W	21

Project Budget: \$17,626.50

(The PROJECT MANAGER will provide a dollar amount which is the maximum project budget here. This is the maximum amount of project funding secured through the Proposition 39 application.)

Tabular Listing of the Work to be Performed:

Exterior: LED Retrofit:	\$ 1,975.21
Emergency Battery Backup Fixture:	\$ 5,323.50
Interior: Lighting Occupancy Controls:	<u>\$10,327.79</u>
Total LED Retrofit:	\$17,626.50

Schedule: The LED lighting project is requested to be undertaken during after regular school hours.

Product Cut Sheets:

A comprehensive set of project cut sheets will be submitted by CONTRACTOR and included here by reference attachment.

The link is: https://drive.google.com/open?id=1r0LFHmao4hQWzZD_FDRC4l00FV3Kwiqf

Exhibit B**Price and Payment Terms****Fixed Turnkey Price: \$17,626.50**

(This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all products, parts, materials, labor, travel expenses, permits and overhead. CONTRACTOR's price shall be in conformance with its bid per the Attachment A-1 that it submitted with the RFQ.)

Payment Terms:

- Four progress invoices per the following Schedule of Values. Payment terms at net 15 days.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoice #2. All material & equipment suppliers shall be identified, so joint-party checks can be issued.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) is required from all equipment suppliers and/or subcontractors for Invoice #2.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from the CONTRACTOR is required for final payment.

Schedule of Values:

Invoice #	Project Milestone	% Completed	Amount
1	Mobilization/Permits	20%	\$ 3,525.30
2	Equipment	40%	\$ 7,050.60
3	Installation	30%	\$ 5,287.95
4	Warranty and O&M Manual	10%	\$ 1,762.65
		100%	\$ 17,626.50

Contract for LED Lighting Retrofit Project – Magnolia Science Academy 7 & ReGreen, Inc

2/1/2019

Bid Form & Schedule of Values for OPTION B – Replacement Fixtures or Kits Date: 7/11/2018 Company: ReGreen, Inc. Email: chad@regreencorp.com Name: Chad Clark Telephone: 352.920.0747																																																																					
Magnolia Science Academy 7																																																																					
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I, (name) Chad Clark, am qualified to make this bid-offer commitment on behalf of my company. The fixed, turnkey price provided is all-inclusive. I understand that this bid is provided to the client without expectation for compensation of any kind for the cost of preparing it, and that the Client (Magnolia Science Academy 7), or its designated Energy Manager (First Note Finance inc) may reject this bid if it is not responsive, complete or submitted after Wednesday, July 11 2018, 4:00 PM.																																																																					

Exhibit C
CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit J

Cool Roof -Contract with Arithane (\$112,889)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 1st day of February 2019.

B E T W E E N the Owner: Magnolia Educational & Research Foundation dba
Magnolia Public Schools
18355 Roscoe Blvd.
Northridge, CA 91325-4104

and the Contractor: Arithane Foam Products, Inc
1530 N. Missile Way
Anaheim, CA 92801
Tel: (714) 853-1586

the Project is: Magnolia Science Academy 7
18355 Roscoe Blvd.
Northridge, CA 91325-4104

The Owner and Contractor agree as follows.

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19

ARTICLE 1 THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the construction work necessary to provide turnkey engineering, design, permitting, installation, startup, system commissioning and rebate support for the installation of a white, reflective, spray-foam roof with insulating R-value of 6.3. This is a prevailing wage project. The project is to be implement during Spring Break (April 15th – April 19th, 2019).

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, and “C”) to this Contract, and the terms and conditions of the Task Order will take precedence.

ARTICLE 2 RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

3.1 The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.

3.2 The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

ARTICLE 4 BASIS FOR PAYMENT

4.1 CONTRACT SUM

4.1.1 The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

ARTICLE 5

5.1 PROGRESS PAYMENTS

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19

5.1.1 The Contractor shall, once every month, deliver to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for the current period. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.

5.1.2 The Owner will review each Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.

5.1.3 The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.

5.1.4 The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2 FINAL PAYMENT

5.2.1 Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “C”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

5.2.2 Final payment, constituting the unpaid balance of the Contract Sum, if any, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier.

5.2.3 If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work. The Owner may retain an amount equal to one and one-half (1-1/2) times the cost to complete the minor work (“punch-list work”), as reasonably determined by Owner, until such time as the punch-list work is completed.

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19**ARTICLE 6 THE CONTRACT DOCUMENTS**

6.1 The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Construction Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.

6.2 The term “Work” means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

ARTICLE 7 OWNER**7.1 INFORMATION AND SERVICES REQUIRED OF THE OWNER**

7.1.1 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

7.1.2 The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2 OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3 OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

ARTICLE 8 CONTRACTOR

8.1 The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19

Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

8.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

8.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4 WARRANTY

8.4.1 The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

8.4.2 Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

8.5 CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus material.

ARTICLE 9 CHANGES IN THE WORK

9.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Construction Change Directive signed by the Owner.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19

shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2 PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS

10.2.1 Fingerprinting and Criminal Records Check of Contractor’s Employees.

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with MSA 7 pupils until such time as Contractor has verified in writing to the MSA 7 Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

ARTICLE 11 INSURANCE

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19

- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 ASSIGNMENT OF CONTRACT

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2 GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

ARTICLE 13 INDEMNIFICATION

13.1 To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

ARTICLE 14 DISPUTES

14.1 All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19

of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

This Agreement entered into as of the day and year first written above.

Magnolia Educational & Research
Foundation dba Magnolia Public Schools

Arithane Foam Products, Inc.

OWNER (Signature)

CONTRACTOR (Signature)

By: Alfredo Rubalcava
Its: Chief Executive Officer &
Superintendent

By: John R. McClain
Its: Project Manager
License #: 277593

**TASK ORDER
Exhibit A**

Scope of Work and Schedule

Facility: Magnolia Science Academy 7

Address: 18355 Roscoe Boulevard, Northridge, CA 91325

Primary Contact for Site: Fatih Metin, Tel: (818) 886-0585; Email:
fmotin@magnoliapublicschool.org

Project Manager Name and Contact Info:

Michelle Nguyen, First Note Finance *inc*; Cell: (619) 381-0359; Email:
Michelle@FirstNoteFinance.com

Amanda Kielian, First Note Finance *inc*; Cell: (650) 534-8102; Email:
Amanda@FirstNoteFinance.com

Project Manager Name and Contact Info for CONTRACTOR:

John R. McClain; cell: (951) 808-2908; email: john.mcclain@arithane.com

Scope of Work Narrative:

This project is a turnkey (Design-Build) Engineering, Design, Permitting and installation of a white, reflective, spray-foam roof with insulation R-value of R-6.3. Additionally, the kWh savings in the CEC approved plan for this scope is 12,174 kWh/year. The energy savings of the project shall be within 15% of 12,174 kWh/year.

Project Budget: \$ 112,889.00







The project budget includes all costs of all contractors, including permits, materials, supplies, demolition...everything.

Product Cut Sheets:

A comprehensive set of project cut sheets for this project are available in the link below.

<https://drive.google.com/open?id=1YkwbRFEF7pRIJpnREBIwrE47K7ByrSds>

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19

		Arithane Foam Products, Inc. 1530 N. Missile Way, Anaheim, CA 92801 Phone: 714-853-1586 Fax: 714-853-1595 Commercial License #277593	
		PROPOSAL & ACCEPTANCE <i>*High Performance Roofing*</i> www.arithane.com Page 1	
CUSTOMER: First Note Finance	JOB: Magnolia Science Academy (High Roofs)	DATE:	9/5/2018
ADDRESS:	ADDRESS: 18355 Roscoe Boulevard	JOB:	0
CITY, ST. ZIP:	CITY, ST. Northridge, CA 91325		
PHONE:	PHONE:		
FAX:	FAX:		
CONTACT: Michelle and Amanda	CONTACT: John R. McClain - 951-808-2908		
EMAIL:	EMAIL: john.mcclain@arithane.com		
APPLICABLE SPECIFICATIONS FOR POLYURETHANE SPRAY FOAM ROOFING SYSTEM TO BE INSTALLED TO THE BUILDING REFERENCED ABOVE BASED ON 17,500 SQ. FT.			
SPECIFICATIONS: Clean and prepare existing roof surface as necessary for the proper application of spray foam roofing system. Power vacuum or broom all loose rock, dirt from roof surface and remove from jobsite. Cut and nail all loose roofing & flashing as necessary. Install new metal foam stop at perimeter, as applies. Mask as necessary to protect from overspray. Prime roof deck with SWD 2000 sealer at the rate of 1/2 gallons per 100 sq. ft. as necessary. Apply 1.5 inch thickness of SWD "Quik-Shield" 125 (2.5-3.0 lb.) density polyurethane foam to the roof surface, R9.45. Apply foam up walls and taper to: top inside edge Seal Sheet Metal Coping Apply "SWD 1929-F "Quik-Shield" elastomeric base coating at the rate of 1 gallon per 100 sq. ft. in a contrasting color to top coat. Apply "SWD 1929-F "Quik-Shield" WHITE elastomeric top coating at the rate of 1-1/2 gallons per 100 sq. ft. (SWD "Quik-Shield" coating is Energy Star, CRRC California Title 24 Compliant with a solar reflectance of %82 and emittance of 91%.) Broadcast #11 granules into wet finish coat at the rate of 30 lbs. per 100 sq. ft. Clean and detail premises to remove any j Issue 10 year NO LEAK renewable warranty. Roofing Upgrade - SWD Polyurethane Foam Roofing System (ESR 2532) www.swdurethane.com Insulated (minimum R6.3); and Energy Star Title 24 Cool Roof reducing energy costs and mechanical loads Sustainable - Renewable warranty (NRCA considers as the system with the lowest life cycle costs) Lightweight - Typically does not require roof removal and reduces or eliminates roof related sheet metal 100% Waterproofing Barrier, Thermal Barrier and Vapor Retarder			
Initial applicable box below if accepted			
BASE PRICE:		\$ 112,889.00	
NOTES: Excluding: Low Canopy Roofs; Demolition; MEP/Sheet Metal or Scuppers; Solar (\$35 per stanchion, if installed prior to roofing) GC Owner: To provide access, parking and staging adjacent to building; and, pricing based upon one mobilization			
OPTIONS:			
Alternate: Premium 20 SWD Polyurethane Foam Roofing System with Cementitious Coating with contractor 15 yr warranty; and manufacturer 20 yr NDL Warranty			\$137,489.00
Initial applicable box below if accepted			
TOTAL PRICE INCLUDING OPTIONS:		\$	
BUILDING PERMIT INCLUDED:	YES	THIS IS A PREVAILING WAGE BID:	YES
BID BOND INCLUDED:	NO		
<i>ACCEPTANCE OF PROPOSAL- The above prices, conditions, and specifications as well as the conditions herein have been read and are satisfactory and are hereby accepted. Final payment will be made promptly upon completion. You are authorized to do the work as specified.</i>			
Authorized Signature Arithane Foam Products, Inc.		Customer Signature: _____ John McClain	
Payment Terms: PROGRESS PAYMENTS WITH 100% DUE UPON COMPLETION <i>Arithane installs the best materials in the industry manufactured by-----</i>			
<i>This proposal may be withdrawn by us if not accepted within 30 days</i> Upon final payment ARI-THANE will issue warranty specified above "A NATIONAL AWARD WINNING COMPANY" <i>* Over 100 million square feet installed since 1972*</i>		  Member	
  			

Contract for Cool Roof Project– Magnolia Science Academy 7 and Arithane Foam Products, Inc 2/1/19**Exhibit B****Price and Payment Terms****Fixed Turnkey Price: \$ 112,889.00**

This is the fixed turnkey price to be paid to CONTRACTOR for its completion of the Work, including all engineering, products, parts, materials, labor, travel expenses, permits and overhead.

Payment Terms:

- Three progress invoices per the following Schedule of Values. Receivable net 30 days for each progress milestone invoice.
- Joint-party checks to ensure payment to equipment suppliers shall be indicated on Invoice #2.
- Conditional Waiver and Release upon Progress Payment (California Civil Code 8132) to be submitted with each invoice.
- Unconditional Waiver and Release upon Progress Payment (California Civil Code 8134) required from all equipment suppliers and /or subcontractors for payment of final invoice.
- Unconditional Waiver and Release upon Final Payment (California Civil Code 8138) from CONTRACTOR is required for payment of final invoice.

Schedule of Values:

Project Milestone	% Completed	Amount
Engineering & Permits	20%	\$ 22,577.80
Equipment Delivered & Installation	70%	\$ 79,022.30
Pass Inspection, Warranty, & O&M Manual	10%	\$ 11,288.90
	100%	\$ 112,889.00

Exhibit C

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

This project is funded in whole or in part using Proposition 39 State funding. This statute prohibits sole sourcing of contractors and requires registration with DIR as well as compliance with applicable Prevailing Wage law.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site: <https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>



Exhibit K

Plug Load Management - Contract with ABR Co. (\$3,500.00)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 30th day of January 2019.

B E T W E E N the Owner: Magnolia Science Academy 7

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 3,500.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy 7

ABR Co.

OWNER (Signature)

CONTRACTOR (Signature)

By: _____

By: _____

Its: _____

Its: _____

GNB32014-03332
License Number

The Owner and Contractor agree as follows.

1. THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H”) to this Contract, and the terms and conditions of the Task Order will take precedence.

2. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

4. BASIS FOR PAYMENT

4.1. CONTRACT SUM

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

5. PAYMENTS

5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

6. THE CONTRACT DOCUMENTS

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

7. OWNER

7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2. OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3. OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

8. CONTRACTOR

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4. WARRANTY

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

8.5. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

9. CHANGES IN THE WORK

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

10. PROTECTION OF PERSONS AND PROPERTY**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

11. INSURANCE**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

12. MISCELLANEOUS PROVISIONS**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2. GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

13. INDEMNIFICATION

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

14. DISPUTES

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

TASK ORDER**Exhibit A****Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy 7</u>
<u>Address:</u>	<u>18355 Roscoe Blvd., Northridge, CA 91325</u>
<u>Primary Contact for Site:</u>	<u>Patrick Oniveros</u>
<u>Primary Contact Information:</u>	<u>Cell: (323) 490-0701</u> <u>Pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 3,500.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

Detail of Work To Be Performed

For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Agreement for Prop-39 Plug Load Management Project – ABR Co.

01/30/19

Work to be Performed		Comments
Quantity	Scope of Work	
Program Desktop Computers to Sleep During Unoccupied Hours		
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
Install Hardware to Turn off Other Devices		

Exhibit B

Price and Payment Terms

Proposition 39 Funds: \$ 3,500.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 3,500.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

Exhibit C

Retainer Invoice

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

- A) Total Cost of Work \$ 3,500.00
- B) Balance Due \$ 1,750.00**

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

CONTRACTOR (Printed) CONTRACTOR (Signature) DATE

Exhibit D**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 3,500.00
B) Retainer Payment	\$ 1,750.00
C) Remaining Balance Due	\$ 1,750.00

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit E1

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

Exhibit E2**Contractor Information for PWC 100 Reporting Form**

Name	ABR CO.
Address	4125 Temescal St., Suite K Fair Oaks, CA 95628
Email	bill_dba@sbcglobal.net Mason.abr@gmail.com
License No.	GNB32014-03332
Registration No. from DIR	1000043415
Project Name	Plug Load Management
Project Description	Reduction of energy usage via software and hardware solutions
Project Cost	\$ 3,500.00
Estimated Start Date	_____
Estimated Completion Date	_____
Project Superintendent Name	Mason Johnson
Classification	Sound/Comm

Exhibit F

Warranty of Work Performed

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform to the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.


Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
----------------------	------------------------	------

Exhibit G

Sample Certificate of Contractor's Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/13/2016		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER: Nancy E. Leighton Leighton Insurance Associates, Inc.			CONTACT NAME: Nancy Leighton PHONE (A/C, Mr, Ext): 916-800-1144 FAX (A/C, Mr): 916-680-5263 E-MAIL ADDRESS: nancy.leighton@sbcglobal.net			
INSURED			INSURER(S) AFFORDING COVERAGE			
A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628			INSURER A: Alain Specialty Insurance Company NAIC # 17159			
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
			INSURER F:			
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NR LTR	TYPE OF INSURANCE	ADDITIONAL RISK	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIMIT EXCESS LIMIT OCCUR CLAIMS-MADE PER POLICY PER OCCURRENCE					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNERS/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED (Mandatory In NJ) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU LIMITS OTH. LTR EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces						
Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.						
CERTIFICATE HOLDER			CANCELLATION			
ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON			

ACORD 25 (2010/05)

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Exhibit H**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy 7
Address	18355 Roscoe Blvd., Northridge, CA 91325
CDS Code (14 Digit Code)	19 64733 0117655

Signature

Printed Name

Title

Date

Agreement for Prop-39 Plug Load Management Project – ABR Co.

01/30/19

Computers and Hardware Performed

Computers and Hardware Performed		Quantity	Comments
Macintosh / Apple			
Linux			
Windows			
Plug Loads			



Exhibit L

Plug Load Management - Contract with ABR Co. (\$9,600.00)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 31st day of August 2018.

B E T W E E N the Owner: Magnolia Science Academy Bell

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 9,600.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy Bell

ABR Co.

OWNER (Signature)

CONTRACTOR (Signature)

By: _____

By: _____

Its: _____

Its: _____

GNB32014-03332
License Number

The Owner and Contractor agree as follows.

1. THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H”) to this Contract, and the terms and conditions of the Task Order will take precedence.

2. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

4. BASIS FOR PAYMENT

4.1. CONTRACT SUM

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

5. PAYMENTS

5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

6. THE CONTRACT DOCUMENTS

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

7. OWNER

7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2. OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3. OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

8. CONTRACTOR

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4. WARRANTY

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

8.5. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

9. CHANGES IN THE WORK

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

10. PROTECTION OF PERSONS AND PROPERTY**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

11. INSURANCE**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

12. MISCELLANEOUS PROVISIONS**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2. GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

13. INDEMNIFICATION

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

14. DISPUTES

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

TASK ORDER**Exhibit A****Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy Bell</u>
<u>Address:</u>	<u>6411 Orchard Avenue, Bell, CA 90201-1023</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 9,600.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

Detail of Work To Be Performed

For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Work to be Performed		Comments
Quantity	Scope of Work	
Program Desktop Computers to Sleep During Unoccupied Hours		
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
Install Hardware to Turn off Other Devices		

Exhibit B

Price and Payment Terms

Proposition 39 Funds: \$ 9,600.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 9,600.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

Exhibit C

Retainer Invoice

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 9,600.00
B) Balance Due	\$ 4,800.00

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

CONTRACTOR (Printed)

CONTRACTOR (Signature)

DATE

Exhibit D**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 9,600.00
B) Retainer Payment	\$ 4,800.00
C) Remaining Balance Due	\$ 4,800.00

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

 CONTRACTOR (Printed)

 CONTRACTOR (Signature)

 DATE

Exhibit E1

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

Exhibit E2**Contractor Information for PWC 100 Reporting Form**

Name	ABR CO.
Address	4125 Temescal St., Suite K Fair Oaks, CA 95628
Email	bill_dba@sbcglobal.net Mason.abr@gmail.com
License No.	GNB32014-03332
Registration No. from DIR	1000043415
Project Name	Plug Load Management
Project Description	Reduction of energy usage via software and hardware solutions
Project Cost	\$ 9,600.00
Estimated Start Date	_____
Estimated Completion Date	_____
Project Superintendent Name	Mason Johnson
Classification	Sound/Comm

Exhibit F

Warranty of Work Performed

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.


Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
----------------------	------------------------	------

Exhibit G

Sample Certificate of Contractor's Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/13/2018		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER: Nancy E. Leighton Leighton Insurance Associates, Inc.			CONTACT NAME: Nancy Leighton PHONE (A/C, Mr, Ext): 016-800-1144 FAX (A/C, Mr): 916-680-5263 E-MAIL ADDRESS: nancy.leighton@sbcglobal.net			
INSURED: A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628			INSURER(S) AFFORDING COVERAGE:		NAIC #	
			INSURER A: Alain Specialty Insurance Company		17159	
			INSURER B:			
			INSURER C:			
			INSURER D:			
			INSURER E:			
INSURER F:						
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NR LTR	TYPE OF INSURANCE	ADDITIONAL (USD) (USD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	X	CIP266577	06/01/2016	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER. <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS	X	CIP266577	06/01/2016	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA/LIB <input type="checkbox"/> EXCESS UMB <input type="checkbox"/> MED <input type="checkbox"/> MEDICALS					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETORS/PARTNER/EXECUTIVE OFFICERS/EMPLOYEES EXCLUDED (Mandatory in MI) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATU. LIMITS <input type="checkbox"/> OTH. LTR <input type="checkbox"/> E. EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.						
CERTIFICATE HOLDER			CANCELLATION			
ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON			

ACORD 25 (2010/05)

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Exhibit H**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy Bell
Address	6411 Orchard Avenue, Bell, CA 90201-1023
CDS Code (14 Digit Code)	19 64733 0122747

Signature

Printed Name

Title

Date

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Computers and Hardware Performed

Computers and Hardware Performed		Quantity	Comments
Macintosh / Apple			
Linux			
Windows			
Plug Loads			



Exhibit M

Plug Load Management - Contract with ABR Co. (\$2,025.00)

AGREEMENT BETWEEN OWNER AND CONTRACTOR

A G R E E M E N T made as of the 31st day of August 2018.

B E T W E E N the Owner: Magnolia Science Academy San Diego

and the Contractor: ABR Co.

the Project is: Prop-39 Plug Load Management Measure

the Project cost: \$ 2,025.00

This Agreement entered into as of the day and year first written above.

Magnolia Science Academy San Diego ABR Co.

OWNER (Signature)

CONTRACTOR (Signature)

By: _____

By: _____

Its: _____

Its: _____

GNB32014-03332
License Number

The Owner and Contractor agree as follows.

1. THE WORK OF THIS CONTRACT

This Agreement entered into as of the day and year first written above.

The Contractor shall fully execute the Work described in the Contract Documents, described as follows:

The Work is generally described as the reduction of energy usage via plug loads by utilizing efficiency-oriented hardware along with the implementation of system software efficiency settings during non-use hours.

A more detailed Scope of Work is provided by attaching a TASK ORDER (Exhibits “A”, “B”, “C”, “D”, “E”, “F”, “G”, and “H”) to this Contract, and the terms and conditions of the Task Order will take precedence.

2. RELATIONSHIP OF THE PARTIES

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Owner and exercise the Contractor’s skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner’s interests. The Owner agrees to furnish and approve, in a timely manner, the information required by the Contractor to perform the Work and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

3. DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

- 3.1. The date of commencement of the Work shall be per a Notice to Proceed to be issued by the Owner.
- 3.2. The Contractor shall have a reasonable period of time to complete this Project, consistent with the timing of the information provided by the Owner concerning the scope of work to be performed.

4. BASIS FOR PAYMENT

4.1. CONTRACT SUM

- 4.1.1. The Owner shall pay the Contractor the Cost of the Work for the scope of work as defined in the Scope and Work Schedule attached hereto as TASK ORDER Exhibit “A” and the Fixed Turnkey Price attached hereto under as TASK ORDER Exhibit “B” Price and Payment Terms.

- 4.1.2. Contractor will assist the Owner in the application and collection process for available utility rebates.

5. PAYMENTS

5.1. INITIAL RETAINER PAYMENT

- 5.1.1. The Contractor shall, deliver an initial notice, to the Owner an application for payment (“Application for Payment”) setting forth the amount which the Contractor believes it is entitled to be paid for 50% of the totality of work to be completed, attached hereto as TASK ORDER Exhibit “C”. Such Application for Payment shall be supported by such data substantiating the Contractor’s right to payment as the Owner may reasonably require including, without limitation, copies of invoices from Subcontractors and material suppliers, receipts and vouchers, a Prevailing Wage Report using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, and a conditional release of lien upon progress payment and a Conditional Release upon Progress Payment. Upon payment, Contractor shall supply Owner with an Unconditional Release of Lien upon Progress Payment.
- 5.1.2. The Owner will review initial Application for Payment, and will pay the amount due within thirty (30) days after Owner’s receipt of the Application for Payment.
- 5.1.3. The Contractor shall promptly pay each Subcontractor upon receipt of payment out of the amount paid to the Contractor on account of each Subcontractor’s Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor’s Work.
- 5.1.4. The Contractor agrees to keep the Work on the site(s) on which Work is to be performed or materials to be furnished pursuant to the Contract Documents free and clear of all mechanic’s liens and claims of liens, provided that the Owner has paid the Contractor the amount due for the labor, services and materials which are the subject of the lien.

5.2. COMPLETION PAYMENT & RELEASE OF LIEN

- 5.2.1. Upon receipt of written notice from the Contractor that the Work is complete and ready for final inspection, all corrections made, all reports and there is no other unfinished Work, and upon receipt of a final Application for Payment, including all completed and signed Prevailing Wage Reports using the standard California Department of Industrial Relations form, attached hereto as TASK ORDER Exhibit “E”, the Owner will promptly make such inspection and, when it finds the Work acceptable and the Contract fully performed, the Owner will promptly approve final payment.

- 5.2.2. Final payment, constituting the unpaid balance of the Contract Sum, at 50% of total work invoice due, (subject to any retention with respect to minor work or defective work) shall be due and payable thirty (30) days following the receipt of a final Application for Payment provided that as a condition to such payment the Owner has approved the Work, and Contractor has provided an Unconditional Release of Lien upon final payment for itself and all subcontractors or supplier, attached hereto as TASK ORDER Exhibit “D”.
- 5.2.3. If there should remain minor items to be completed, the Contractor and the Owner shall list such items and the Contractor shall deliver, in writing, its unconditional promise to complete said items within a reasonable time following substantial completion of the work.

6. THE CONTRACT DOCUMENTS

- 6.1. The Contract Documents consist of this Agreement Between Owner and Contractor, the bid set of Work Documents, and the Contractor’s proposal attached as Exhibit “A”. The Contract Documents form the Contract for Implementation. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change Order. The Contract Documents shall not be construed to create a contractual relationship between the Owner and a Subcontractor or sub-subcontractor between any persons or entities other than the Owner and Contractor.
- 6.2. The term “Work” means the implementation and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations. The Work may constitute the whole or a part of the Project.

7. OWNER

7.1. INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 7.1.1. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 7.1.2. The Owner shall pay for the building permit, other permits, governmental fees and charges required for the construction, use or occupancy of permanent structures or permanent changes in existing facilities.

7.2. OWNER’S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

7.3. OWNER’S RIGHT TO CARRY OUT THE WORK

If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform a provision of the Contract, the Owner, after ten (10) days written notice to the Contractor and without prejudice to any other remedy the Owner may have, may make good such deficiencies and may deduct the reasonable cost thereof, from the payment then or thereafter due the Contractor.

8. CONTRACTOR

- 8.1. The Contractor shall supervise and direct the Work, using the Contractor’s best skill and attention. The Contractor shall be solely responsible for and have control over implementation means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.
- 8.2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.
- 8.3. The Contractor shall enforce strict discipline and good order among the Contractor’s employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

8.4. WARRANTY

- 8.4.1. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.
- 8.4.2. Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within one year after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.
- 8.4.3. A copy of warranty terms is attached hereto as TASK ORDER Exhibit “F”, which OWNER should retain as their copy to the warranty terms.

8.5. CLEANING UP

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from and about the Project waste materials, rubbish, the Contractor's tools, equipment, machinery and surplus material.

9. CHANGES IN THE WORK

- 9.1. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner and Contractor or by a written Implementation Change Directive signed by the Owner.

10. PROTECTION OF PERSONS AND PROPERTY**10.1. SAFETY PRECAUTIONS AND PROGRAMS**

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- (1) employees on the Work and other persons who may be affected thereby;
- (2) the Work and materials and equipment to be incorporated therein; and
- (3) other property at the site or adjacent thereto.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to acts or omissions of the Owner, and not attributable to the fault or negligence of the Contractor.

10.2. PROTECTION OF STUDENTS – WORK DURING SCHOOL HOURS**10.2.1. Fingerprinting and Criminal Records Check of Contractor's Employees.**

Contractor shall comply with the provisions of Education Code §45125.1 regarding the submission of fingerprints to the California Department of Justice and the completion of criminal background investigations of the contractor and/or its employees.

Contractor shall not permit any employee to have any contact with APS pupils until such time as Contractor has verified in writing to the APS Project Lead that such employee has not been convicted of a felony, as defined in Education Code §45125.1.

11. INSURANCE**11.1. CONTRACTOR’S LIABILITY INSURANCE**

11.1.1. The Contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Contractor’s operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Worker’s Compensation and Employer’s Liability Insurance with limits of not less than required by law.

Commercial General Liability Insurance, (Insurance Services Office, Form CG 00 01 or equivalent), including

- Personal Injury, including accidental death, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Property Damage, including Broad Form Property Damage Coverage, with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate;
- Products Liability/Completed Operations Liability, with limits of not less than One Million Dollars (\$1,000,000) in the aggregate; and
- Automobile Liability - One million dollars (\$1,000,000) for bodily injury and property damage each accident limit.

Before commencing the Work, the Contractor shall furnish a) a certificate, satisfactory to Owner, from each insurance company showing that the above insurance is in force, stating policy numbers, dates of expiration, and limit of liability thereunder, attached hereto as TASK ORDER Exhibit “G” and b) a certificate naming Owner as an additional insured on a combination of a ISO form CG 20 37 and an ISO CG 20 10 10/01 form or its approved equivalent.

12. MISCELLANEOUS PROVISIONS**12.1. ASSIGNMENT OF CONTRACT**

Neither party to the Contract shall assign the Contract without written consent of the other.

12.2. GOVERNING LAW

The Contract shall be governed by the laws of the State of California.

12.3. TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority. The Owner shall bear all related costs of tests, inspections and approvals related to hardware installation. The Contractor shall give the Owner timely notice of when and where tests and inspections are to be made so that the Owner may be present for such procedures.

13. INDEMNIFICATION

- 13.1.** To the fullest extent permitted by law, Contractor agrees to indemnify, hold harmless and defend Owner and its Officers, Agents and Employees from and against any and all claims, losses, damages, liability including defects in the work arising out of the negligent acts, errors or omissions and/or breaches of this agreement except to the extent caused by the active or sole negligence, or willful misconduct of the Owner.

14. DISPUTES

- 14.1.** All disputes not settled by negotiation or mediation shall be resolved by resort to such rights and remedies as the parties each may have at law or in equity. Except to the extent that this AGREEMENT expressly permits a party to suspend performance, pending final resolution of a dispute, the parties shall each proceed diligently and faithfully with performance of their respective obligations under this AGREEMENT. CONTRACTOR acknowledges and agrees that, should a dispute proceed pursuant to this Section, the only issues that the CONTRACTOR may raise in such proceedings are those that were specifically included in its written claim submitted in accordance with this AGREEMENT, as applicable to the type of WORK. Failure to specifically describe an issue in the written claim within 10 days constitutes a waiver of that claim and shall preclude CONTRACTOR from raising such claim in any court or arbitration proceeding.

TASK ORDER**Exhibit A****Scope of Work and Schedule**

<u>Facility:</u>	<u>Magnolia Science Academy San Diego</u>
<u>Address:</u>	<u>6365 Lake Atlin Avenue, San Diego, CA 92119-3206</u>
<u>Primary Contact for Site:</u>	<u>Patrick Ontiveros</u>
<u>Primary Contact Information:</u>	<u>323-490-0701 cell</u> <u>pontiveros@magnoliapublicschools.org</u>

Project Manager Name and Contact Info:

Mason Johnson – ABR Co. (916) 990-3030 Mason.Abr@Gmail.com

Scope of Work Narrative:

Scope of work will be to reduce energy usage through the implementation of computer software system efficiency settings and the implementation of hardware solution(s) that control all other systems to perform during off-peak, non-use hours, when applicable.

Project Budget: \$ 2,025.00

Work to be Performed:

Tower computers/desktop systems, copiers, or printers, will be programmed to use software efficiency settings to reduce energy usage during non-use hours. All other computers systems (laptops, tablets, etc.) will be charged during off-peak hours through the implementation of schedule-controllable hardware solutions.

Refer to following two pages for further information on Work to be Performed.

Detail of Work To Be Performed

For Mac/iOS Computers

All Macintosh and iOS systems will be controlled via “Energy Saver” that is built in to the operating system. We will set schedules to turn computers to sleep mode after a set time (after school hours), of which will remain in effect until the computer is manually woken for use.

For PC/Microsoft Computers

Similar to the Macintosh Systems, Microsoft/PCs will be controlled via operating system features that come standard with the system. The protocol for this will be the same in that all computers will use a scheduled sleep timer to minimize energy usage after a set time and will remain in this state until they must be used.

Office Printers/Copiers

Models will vary from make and manufacturer; however, most machines will have similar function for purpose of energy savings.

Weekly timers on some machines will allow the scheduled OFF/ON operation for machines when not in use (nights/weekends).

Auto sleep/power functions exist on some machines that will limit energy waste via an inactivity protocol, which will put the machine in a “sleep” mode after a designated time of non-use.

Plug Loads

Plug loads (wall sockets) that must be modified to meet Prop 39 guidelines will be equipped with hardware to manage power usage during non-use and off-peak hours.

The hardware solutions being used are considered “smart” plugs and will use remote access (via wifi/network) in which an operator can control from a networked device.

Functions for these plugs will focus on ON/OFF scheduling to minimize cost of energy use by scheduling all charging of laptops, computers, tablets, etc. to take place during off-peak energy hours.

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Work to be Performed		Comments
Quantity	Scope of Work	
Program Desktop Computers to Sleep During Unoccupied Hours		
Install Hardware Devices to Turn Off Printers and Copiers During Unoccupied Hours		
Install Hardware Devices to Charge Laptops/Tablets During Off-Peak Utility Periods		
Install Hardware to Turn off Other Devices		

Exhibit B

Price and Payment Terms

Proposition 39 Funds: \$ 2,025.00

Estimated Utility Rebate: \$ 00.00

Fixed Turnkey Price: **\$ 2,025.00**

Payment Terms:

Payment will be made in two installments:

Installment #1: This payment will coincide with the execution of this agreement and will be 50% of the total Work invoice value as stated within Exhibit “C” - Retainer Invoice.

Installment #2: The second and final payment will amount to the remaining 50% of total Work invoice as stated in Exhibit “D” - Completion Invoice and Release of Lien.

Exhibit C

Retainer Invoice

The term *Retainer Payment* refers directly to the amount equal to fifty percent (50%) of total work to be completed per work order and will be paid within 30 days of receipt for first Application for Payment to retain contractor services.

Payment Breakdown:

- A) Total Cost of Work \$ 2,025.00
- B) Balance Due \$ 1,012.50**

By paying the above amount found within Line B of Payment Breakdown, OWNER agrees and authorizes CONTRACTOR to perform work set forth within Plug Load Management Contract.

CONTRACTOR (Printed) CONTRACTOR (Signature) DATE

Exhibit D**Completion Invoice and Release of Lien**

The term *Completion Payment* refers directly to the amount equal to fifty percent (50%) of total work completed per work order and will be paid within 15 days of receipt of final Application for Payment for contractor services.

Payment Breakdown:

A) Total Cost of Work	\$ 2,025.00
B) Retainer Payment	\$ 1,012.50
C) Remaining Balance Due	\$ 1,012.50

By paying the above amount found within Line C of Payment Breakdown, OWNER agrees to pay the remaining balance due as a result of work completed by CONTRACTOR. Upon receipt of completed payment, the contractor lien is hereby released.

 CONTRACTOR (Printed)

 CONTRACTOR (Signature)

 DATE

Exhibit E1

CA Department of Industrial Relations Prevailing Wage Reporting Form – PWC 100

All projects funded using Proposition 39 State funding are prevailing wage.

Please use your existing DIR login or register at:

DIR PWC 100 Log-in Site:

<https://www.dir.ca.gov/pwc100ext/LoginPage.aspx>

A completed PWC 100 form is required to accompany all CONTRACTOR Invoices or requests for payment. Invoices or requests for payment received without a completed PWC 100 form cannot be processed.

Exhibit E2**Contractor Information for PWC 100 Reporting Form**

Name	ABR CO.
Address	4125 Temescal St., Suite K Fair Oaks, CA 95628
Email	bill_dba@sbcglobal.net Mason.abr@gmail.com
License No.	GNB32014-03332
Registration No. from DIR	1000043415
Project Name	Plug Load Management
Project Description	Reduction of energy usage via software and hardware solutions
Project Cost	\$ 2,025.00
Estimated Start Date	_____
Estimated Completion Date	_____
Project Superintendent Name	Mason Johnson
Classification	Sound/Comm

Exhibit F

Warranty of Work Performed

An overview of the warranty entitled to the Owner is as follows:

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents.

The Work will be free from defects not inherent in the quality required or permitted.

The Work will conform with the requirements of the Contract Documents.

The Contractor’s warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear and normal usage.

Pursuant to the terms of this warranty, the Contractor shall promptly correct Work rejected by the Owner for failing to conform to the requirements of the Contract Documents if discovered within **one year** after the date of Substantial Completion of the Work, provided that the Owner gives the Contractor prompt written notice of the discovery of the condition. The Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

The CONTRACTOR agrees to terms of the warranty as stated above.

CONTRACTOR (Printed)	CONTRACTOR (Signature)	DATE
----------------------	------------------------	------

Agreement for Prop-39 Plug Load Management Project – ABR Co.

08/31/18

Exhibit G

Sample Certificate of Contractor's Insurance

ACORD		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/13/2018		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Nancy E. Leighton Leighton Insurance Associates, Inc.		CONTACT NAME: Nancy Leighton PHONE (A/C, Mr, Ext): 016-800-1144 FAX (A/C, Mr): 916-680-5263 E-MAIL ADDRESS: nancy.leighton@sbcglobal.net				
INSURED A B R Co. 4125 Temescal St Suite K Fair Oaks CA 95628		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Alain Specialty Insurance Company 17159 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:				
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
NR / LTR	TYPE OF INSURANCE	ADDITIONAL / USED / VOID	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCC <input type="checkbox"/> LOC	X	CIP286577	06/01/2018	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Per one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - CONTRACT AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	CIP286577	06/01/2018	06/01/2017	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA/LIB <input type="checkbox"/> EXCESS LMB <input type="checkbox"/> LEAD <input type="checkbox"/> MULTIPLE RISKS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETORS/PARTNER/EXECUTIVE OFFICER/EMPLOYER EXCLUDED (Mandatory In NJ) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				WC STATU. LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> \$ EACH ACCIDENT \$ E.L. DISEASE - SA EMPLOYER \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						
General Contractor - Specializes in replacing existing light bulbs and fixtures with energy efficient alternatives - commercial spaces						
Certificate Holder, Tri Dim Filter Corp, is listed as Additional Insured per policy endorsement as it pertains to the activities of the named insured.						
CERTIFICATE HOLDER			CANCELLATION			
ABR CO. 4125 Temescal St Suite K Fair Oaks CA 95628			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE NANCY E. LEIGHTON			

ACORD 25 (2010/05)

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Exhibit H**Computer & Hardware Sleep Schedule Opt-In Affidavit**

This is to certify that the undersigned is responsible for the site personal computers and the sleep schedules assigned to any and all computer hardware associated with sleep/hibernation schedules.

In compliance with Proposition 39 plug load requirements, the computers have been scheduled to go into a sleep/hibernation mode during non-school hours. Local over-rides may in some cases be enabled to allow for after school use, in which case the machine will revert to power down mode after a period on non-use.

This agreement additionally represents that the undersigned agrees to maintain a structured sleep schedule for all site computers for a minimum of three (3) years or until the computers/hardware are retired from service.

By signing this affidavit, the undersigned agrees that all computers within question are under their control and any concerns that may arise with regard to computer sleep schedules are their sole responsibility, releasing the contractor of any liability.

Local Education Authority	Magnolia Science Academy San Diego
Address	6365 Lake Atlin Avenue, San Diego, CA 92119-3206
CDS Code (14 Digit Code)	37 68338 0109157

Signature

Printed Name

Title

Date

Computers and Hardware Performed

Computers and Hardware Performed		Quantity	Comments
Macintosh / Apple			
Linux			
Windows			
Plug Loads			

Cover Sheet

Approval to Negotiate New Contract with MSA-1 Construction Management Contractor PrimeSource

Section: III. Action Items by AdHoc Committee
Item: C. Approval to Negotiate New Contract with MSA-1 Construction
Management Contractor PrimeSource
Purpose: Vote
Submitted by:
Related Material: III C PrimeSource Contract.pdf



Ad Hoc Committee / Facilities Committee Agenda Item #:	III C - Action Item
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors Facilities Committee (the "Facilities Committee")
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	PrimeSource Contract

I. Proposed Committee Recommendation

Due to budgetary constraints, Staff moves that the AdHoc Facilities Committee authorize Staff to negotiate a contract with Primesource to provide services on an as and if needed basis.

II. Background

Primesource acted as construction manager for MPS's MSA-1 Reseda new construction project at 18220 Sherman Way ("18220") and portions of a rehab project at 18238 Sherman Way ("18238"). Primesource, acting through its principal Tim Buresh ceased providing such services on or about October 2018 due to concerns with the underlying contract and misunderstanding regarding the services provided and or to be provided. Staff initially wished to re-engage Primesource to continue providing such services. However, due to budgetary concerns, Primesource has not been re-engaged. Staff believe it would be in the vbest interest of the 18220 and 18238 projects if it has the flexibility to re-enage Primesource on an as if and when needed basis. If Primesource is re-engaged then MPS and Primesource will execute a contract amendment that places a cap on fees to be paid and clearly defines the scope of work to be provided.

III. Budget Impacts

If and when Primesource is re-engaged its fees would be paid from the contingency for the 18220 project and from the 2014 bond project account for work performed on the 18238 project. Any contract would be brought before the Facilities Committee and Board for approval.

Cover Sheet

Approval of MSA-1 Facility Matter

Section: III. Action Items by AdHoc Committee
Item: D. Approval of MSA-1 Facility Matter
Purpose: Vote
Submitted by:
Related Material: III D MSA-1 Dispute Matter.pdf



Facilities Committee Agenda Item #:	III D- Action Item
Board Agenda Item #:	II G - Consent Item
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Board of Directors Facilities Committee (the “Facilities Committee”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	MSA-1 Dispute Matter

I. Proposed Committee Recommendation

Staff moves that the Facilities Committee authorize and that Facilities Committee recommend to the full MPS Board that Staff be authorized to negotiate a resolution to the dispute with the residential property owner to the south of MSA-1’s properties consistent with the direction provided in closed session. Any agreement shall be memorialized in writing and reviewed by legal counsel as necessary.

II. Budget Impacts

To the extent any dispute requires the payment of money, such funds will be paid from either the bond project fund or MSA-1’s operating budget, as applicable. MSA-1 shall make such budget line item transfer as shall be necessary to provide sufficient funds.

Cover Sheet

MSA-1 Change Order Request PCI 020 and PCI 023

Section: IV. Recommendation Items by MPS Facility Committee
Item: A. MSA-1 Change Order Request PCI 020 and PCI 023
Purpose: Vote
Submitted by:
Related Material: IV A MSA-1 Change Order Requests PCI 020 and PCI 023.pdf



Facilities Committee Agenda Item #:	IV- A Action Item
Board Agenda Item #:	II E- Action Item
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools (“MPS”) Facilities Committee (the “Facilities Committee”) and the MPS Board of Directors (the “MPS Board”)
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	MSA-1 PCIs 020 and PCI 023

I. Proposed Recommendation(s)

Staff recommends that the Facilities Committee approve and that the Facilities Committee further recommends to the MPS Board that it approve change order requests PCI 020 and PCI 023 presented by Oltmans Construction Co. (“Oltmans”)

II. Background

There are two projects currently underway at MSA-1: (i) a new construction project that will eventually house MSA-1’s high school population (the “New Construction Project”) and (ii) a rehabilitation project of the existing building that will eventually house MSA-1’s middle school population (the “Rehab Investigation Project”). The contract for the New Construction Project was awarded to Oltmans. The Rehab Investigation Project entails various investigations into the state of the structural integrity of the existing building, seismic renovation design, and HVAC renovation design. The purpose of the Rehab Investigation Project is to define a scope of work for a rehabilitation project that can then be bid out (the “Rehab Project”) and move forward if funding is available.

Board policy requires that all project change orders be brought to the Board for review and approval. Potential change orders, or in this case Potential Change Items (“PCIs”), are submitted to the Director of Facilities for review.



III. Change Order Requests by Oltmans

PCIs 020 and 023 for which approval is being sought are described below. Eventually they will be reclassified either singly or collectively with other PCIs as official “change orders.” Because time is of the essence, Staff is presenting these PCIs now for Facilities Committee and MPS Board approval due to scheduling and the need to move forward with this work and avoid any delay in project delivery.

A. *PCI 020 (Roof Play Area Water Proofing)*

With the concurrence of MPS Staff, Oltmans hired a water proofing consultant to evaluate the roofing design and the possibility of water infiltration due to having a play surface on the roof. There was agreement among all parties that the design should be reviewed carefully by a waterproofing expert and if necessary an alternative design should be considered.

During a review of the roof system after construction began, it was suggested that a paver system be installed. This system was reviewed and preliminary efforts were undertaken which generated a change order (PCI 15) for review with a total cost of \$120,254. This change order was reviewed and rejected by MPS Staff.

At this time, the architect suggested alternate products such as Plydeck or Lifedek coatings. These coatings are multi-coat systems that reduce moisture vapor emissions, allow for foot traffic and provide another layer of waterproofing on the play deck area. The project’s waterproofing subcontractor suggested the use of a Westcoat product that has a crack membrane built in. This PCI encompasses the cost of said deck coating. The advantage of this product is that in addition to providing another layer of protective waterproofing, it can be maintained with relative ease and repairs can be performed on the surface. It is much easier to find and repair problems with a topical coating than it is with a layer of waterproofing under a concrete slab. Additionally, if the deck coating fails, there is still the waterproof membrane under the topping slab.

With credits, the total cost of this PCI is **\$47,429.00**, which will be paid for with owner contingency. A copy of PCI-020 is attached as Exhibit A.

B. *PCI 023 (Parking Lot Replacement)*

As shown previously and evidenced by the pictures attached hereto as Exhibit B, the parking lot pavement is in such bad shape that a slurry and seal approach will not guarantee any longevity and no installer will guarantee the work. The pavement could very well require replacement in 1, 2 or 3 years, resulting in wasted money. The only scope included in Oltmans’ original bid was to slurry and seal the parking lot. The thinking behind this approach was that if the adjacent ice skating rink ever came to fruition as a collaboration between MSA-1 and City Parks and Rec and the rink was placed on both MPS’s property and City property, then anything in the way would be ripped up and the City would pay for the work. At this stage the City has produced a plan to build the rink without using MSA-1 property. See Exhibit C. While the Council office has expressed their interest in creating a rink that would be positioned on two parcels, one of which would be MSA-1’s property, so far it is far from certain. Therefore Staff believes it would be prudent to plan for a long term solution for the parking lot.



Staff recommends that the entire parking lot be repaved. The total cost, with credits is **\$96,952**. Staff has been carrying an allowance for site work of \$125,000. Therefore, the overall budget will not be impacted and there may be some savings realized. A copy of PCI 023 is attached as Exhibit D.

IV. Budget Impacts

The cost of the roof play area water proofing (PCI 020) would be paid for from owner's contingency. The present contingency budget balance is approximately \$623,000. Therefore, this PCI would reduce the contingency to approximately \$575,570.

The cost of the removing and replacing the parking lot pavement (PCI 023) would be paid for from a line item allowance carried by the project in the amount of \$125,000. Therefore, this PCI will not impact the overall budget by increasing costs beyond what was budgeted for various categories of work.

Exhibits (attachments):

- A. Oltmans PCI 020
- B. Pictures of the Parking Lot Pavement
- C. City Conceptual Plan for Ice Skating Rink
- D. Oltmans PCI 023



Exhibit A

Oltmans PCI 020

(Roof Play Area Water Proofing)

(see following pages)



CONSTRUCTION CO.

10005 Mission Mill Road
Whittier, CA 90601
Phone: (562) 948-4242 Fax: (562) 695-9267

POTENTIAL CHANGE ITEM

PCI020

TITLE: Roof Deck Coatings**DATE:** 01/07/2019**PROJECT:** Magnolia Science Academy**PROJECT NO.:** 18049**TO:****Magnolia Educational and Research Foundation**

250 E. 1st St., 1500

Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This change order request includes costs associated with the change from a rubberized traffic coating on the roof top play deck area to a waterproofed traffic deck coating. Please see attached pricing and narrative for additional information. The cost of alternate #1 selected and carried in the contract is itemized below to offset the cost.

Vendor	Description	Amount
SYSTEMS WATERPROOFING, INC.	Furnish and install Westcoat deck coating. See Systems Waterproofing COR#1 for reference.	84,285.00
	SUBTOTAL:	84,285.00
	Alternate #1 Not Used in Lieu of Westcoat deck coating.	-40,484.00
	Bond	359.00
	Gross Tax	57.00
	GL	425.00
	SDI	548.00
	Fee	2,239.00
	SUBTOTAL:	-36,856.00
TOTAL COST FOR THIS CHANGE ORDER REQUEST:		47,429.00

APPROVAL:

Oltmans Construction Co.

BY: Trevor Lawton**DATE:****APPROVAL:**

Magnolia Educational and Research

BY:**DATE:**

PCI 020 Narrative of Deck Coatings

The bid set of drawings did not indicate a type of deck coating. It stated that the finish surface would be selected by the owner. An add alternate for a rubberized traffic coating was provided with the bid as an add alternate. This alternate (Alternate #1 for \$40,484) was selected by the owner during issuance of the construction contract.

During a review of the roof system after construction began, it was suggested that a paver system be installed. This system was reviewed and preliminary efforts were undertaken which generated a change order (PCI 15) for review with a total cost of \$120,254. This change order was reviewed and rejected by ownership.

At this time, the architect suggested alternate products such as Plydeck or Lifedeck coatings. These coatings are multi-coat systems that reduce moisture vapor emissions, allows for foot traffic and provides another layer of waterproofing on the play deck area. The project's waterproofing subcontractor suggested the use of a Westcoat product that has a crack membrane built in. This PCI encompasses the cost of said deck coating. The advantage of this product is that in addition to providing another layer of protective waterproofing, it can be maintained with relative ease and repairs can be performed on the surface. It is much easier to find and repair problems with a topical coating than it is with a layer of waterproofing under a concrete slab. Additionally, if the deck coating fails, there is still the waterproof membrane under the topping slab.



Date: December 13, 2018

SWP#18213

ATTN: Trevor Lawton
Oltmans Construction
10005 Mission Mill Road
PO Box 985
Whittier CA 90608-0985

PHONE: (562) 948-4242
FAX: (562) 695-5299

Change Order Request #1

Magnolia Science Academy
18222 Sherman Way
Reseda CA 91335

DECK COATINGS:

Step

1. To shot blast the concrete topping slab at the roof top deck and apply Aquafin Vaportight coat – SG2 with a sand broadcast

Step

2. Install Westcoat MA Coat which consist of Fiberlath, basecoat, texture coat and a top coat to the roof top PE deck

Total for above work: \$ 84,285

- All flashing by others
- Drains by others
- Must install dual entry deck drains, check out www.thunderbirdproducts.com
- Finish is per sample and color to be selected by others.

EXCLUSIONS: Deck Coatings: Shot blasting, spall repair, slope to drain, plywood replacement and sheet metal flashing. Compatibility of deck coating systems and deck drains to be coordinated prior to drain installation. **General:** Permits and all items that are not included above.

If you have any questions about this proposal please contact Jimmy Dent.

Thanks,



Jimmy Dent, Project Executive 12/13/2018 Date
james@systemswp.com
(714) 271 – 9812 Mobile

223 W. Blueridge Avenue, Orange, CA 92865
Phone: (714) 575-1115 Fax: (714) 575-1113
Contractors License: CA 923679 NV 0078542 AZ ROC308031
SBE #1118321 DLSE #1000002689
www.systemswp.com



VAPORTIGHT COAT®-SG3

100% Solids, Water - Vapor Barrier Coating

- ☑ One coat system - No broadcast
- ☑ Reduces moisture vapor emission rates of up to 25+ lbs to 3 lbs or less
- ☑ Flooring system installed next day
- ☑ Covers even 5 day old concrete
- ☑ Can be applied to damp concrete
- ☑ High alkalinity barrier (pH 13 - 14)
- ☑ Contributes to LEED (EQ 4.2 = 1 pt.)

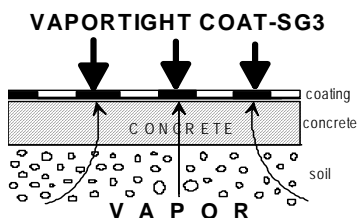
Product Description

AQUAFIN® VAPORTIGHT COAT®-SG3 (in short "SG3") is a unique 2-component, moisture tolerant, low viscosity, solvent free, chemically enhanced epoxy based product which reduces the passage of water vapor and moisture through slabs on or below grade, thus eliminating delamination of adhesives, floor coverings and coatings. "SG3" can be used as a stand-alone coating. Use "SG3/FC" (5 hr Fast Cure) where time is of the essence.

"SG3" reduces water vapor transmission levels of up to 25+ lbs/24 hrs*1000 ft² to 3 lbs or less (100% RH to ≤75%) for the installation of most floor covering systems including VCT, sheet vinyl, carpets, wood, laminates, epoxy, terrazzo & synthetic.

Note: Use VAPORTIGHT COAT-SG2 (in short "SG2") in case of capillary infiltration of oil or other chemicals from the ground or to treat oil-contaminated slabs.

Typical Applications



Water-Vapor Transmission:

- Concrete slabs, cementitious underlayment (other than gypsum) and ceramic tiles with missing or damaged under-slab vapor barriers.

Fresh concrete slabs:

- 5 day old concrete slabs. (Keep in mind that shrinkage cracks in the concrete may occur.)

Areas of application: slabs

- Industrial/retail facilities • Office buildings
- Hospitals, Schools, Food processing plants, etc. "SG3" passed Indoor Air Quality Material Emissions Test as per DIN EN ISO 16000 (Report CT-10-06-22-01:250005/2-3)

- Call Aquafin for:
- Slabs with floor heating
 - Residential slabs below grade & garages.

Features & Benefits

- Solvent free
- Vapor & water barrier
- Compatible with most flooring systems
- Low viscosity
- Minimal downtime

- Does not support mold growth
- Indoors: low odor and non-flammable.

Testing for Contaminants

Request owner of facility to core test slabs with unknown history for contaminants (i.e. hydrocarbons, other organic compounds, un-reacted water soluble silicates, ASR, Sulfurous compounds, etc.) to determine suitability for "SG3". If slabs test positive "SG2" may be recommended in lieu of "SG3", or neither one may be appropriate. Provide Ion Chromatography and IR Spectroscopy data before commencing application.

Water-Vapor Emission Testing

AQUAFIN strongly recommends "Anhydrous Calcium Chloride" testing as per ASTM F 1869-98 on slabs to be treated, to determine the MVER (moisture vapor emission rate) in lb/24 hrs*1000 ft² (grams/hr*m²). Alternately determine RH content (%) as per ASTM F 2170. The testing must be carried out before application of "SG3" to obtain AQUAFIN warranty.

Note: MVER fluctuates within slab areas, and can have significant seasonal variations (i.e. in Nov./Dec. 6 lbs and in July/Aug. 16 lbs or more).

Preparation of Substrate

All concrete surfaces to be treated with "SG3", must be clean, sound and have an "open"/absorptive surface ("tooth and suction").

⇒ Do not apply "SG3" to surfaces which have been previously treated with any kind of sealer prior to contacting Aquafin.

1. Remove existing floor coverings, coatings, adhesives, curing compounds, efflorescence, dust, grease, laitance, etc. down to bare concrete with steel shot blasting, scarifying or grinding using a diamond cup blade (run with low RPM and assure that surface is profiled). Standard acid etching is NOT allowed.
2. Steel shot blast or abrasive blast concrete slabs to surface profile ICR CSP 3 - 5.
3. Burn off reinforcing fibers and vacuum remains.
4. Remove glaze from "quarry tiles".
5. Repair cracks with a suitable patching mortar.
6. Install cementitious underlayment, leveling mortars, flash patching, etc. using a primer for non-porous substrates (i.e. **AQUAFIN-SLU PRIMER**) on TOP of "SG3".
7. Treat saw cut and expansion joints as per application Guideline 5.1.1-1.
8. Carefully pre-dampen all the prepared surfaces (excluding quarry tiles) to be treated several times with clean water to SSD

(saturated surface dry). Leave no standing water!

Mixing

- ⇒ Use chemical resistant gloves and goggles when mixing or applying "SG3".
- ⇒ Material should be minimum 60°F (15°C) at time of mixing.
- ⇒ Do not alter mixing ratios. Do not thin.

Part A (A-Component) = resin
Part B (B-Component) = hardener
are supplied in the appropriate mixing ratio.

1. Assure that Part B completely drains into Part A. Always mix a complete kit in the proportions supplied.
2. Stir mixture for approximately 3 minutes to a homogenous, streak free consistency, using a slow speed drill (approx. 300 rpm) with a PS Jiffy blade. Avoid any action that may entrap air. Ensure that the material at the pail bottom and sides are agitated.

Application

3. Pour mixed material from the mixing container into a clean container and carefully mix it once more (approx. 30 seconds).
- ⇒ Do not apply at air or slab temperature below 50°F (10°C), or above 95°F (35°C).
- ⇒ Do not apply to unprotected surfaces or surfaces where water has accumulated (puddles).

"SG3" can be applied to concrete that is at least 5 days old.

1. **After steel shot blasting or scarifying, check slab surface with the water drop method.** Pour a drop of water about the size of a dime in several places. If it beads, surface is not absorptive and requires more preparation. If it penetrates the concrete within approx. 30 seconds the surface is absorptive and ready to receive the "SG3" treatment. However, this method does not replace pre-testing of concrete cores. A test application is highly recommended on old slabs where a sealer may be present, or slabs where an epoxy coating has been removed, followed with an adhesion test (i.e. Elcometer, etc.).
2. Protect the area to be treated from strong sun light, wind and rain. Indoors, prevent noticeable drafts.
3. Insure that the material is applied within the coverage rate specifications by marking the area to be covered.
4. **Install "SG3" as per the chart "Application Rates":**
 - **Step 1:** pour "SG3" in sufficient quantity over the pre-dampened area (excluding quarry tiles) to be treated and uniformly distribute with a

Sample Water Vapor Transmission Reduction

Test : ASTM E 96-95

Test carried out by independent laboratory (Wet method)	Test Results: MACTEC No.6136-03-0302		
	BEFORE: Untreated Control	AFTER: VAPORTIGHT COAT®-SG3	REDUCTION %
Water Vapor Transmission:		Sample A, No.1	
◆ lbs / 24 hours * 1000 ft ²	24.08	0.18	99
◆ grams / hour * m ²	4.89	0.04	
◆ grains / hour * ft ²	7.02	0.05	
Permeance: ◆ perms	16.95	0.13	
◆ grams / Pa*s*m ²	9.69 x 10 ⁻⁰⁷	7.34 x 10 ⁻⁰⁹	

AQUAFIN, Inc.
 June 2011
DIV. 07 + 09
 07 26 00 VAPOR RETARDERS
 09 96 56 EPOXY COATINGS



VAPORTIGHT COAT®-SG3

"SG3" Application Rates as per ASTM F-1869 (CaCl)

Moisture vapor emission rate lb/24 h • 1000 ft ²	g/h/m ²	No. of coats	Application rate		Appx. thickness		~Yield: 2.4 gal (9.2 L)		~Yield: 7.3 gal (27.5 L)	
			ft ² /gal	kg/m ²	mils	mm	ft ²	m ²	ft ²	m ²
up to 10	up to 2.0	1	155	0.29	10	0.25	370	33.4	1,130	105
10 - 15	2.0 - 3.0	1	130	0.35	12	0.30	310	28.8	950	88
15 - 20	3.0 - 4.0	1	105	0.43	15	0.38	250	23.2	760	70
20 - 25	3.1 - 5.0	1	80	0.57	20	0.50	190	17.6	580	53
Stand-alone coating on slabs		1	80	0.57	20	0.50	190	17.6	580	53
New concrete (min. 5 days old)		1	80	0.57	20	0.50	190	17.6	580	53

Note: All values theoretical. Application thicknesses are approximate. Some variations may apply due to porosity and absorption of substrate.

"SG3" Application Rates as per ASTM F-2170 (RH - Relative Humidity Testing)

<85% RH = 155 ft ² /gal (0.29 kg/m ²)
85 - 90% RH = 130 ft ² /gal (0.35 kg/m ²)
90 - 95% RH = 105 ft ² /gal (0.43 kg/m ²)
95 - 100% RH = 80 ft ² /gal (0.57 kg/m ²)

notched squeegee or non-shed roller to the still moist substrate.

- **Step 2:** carefully scrub it into the pores with a long handled scrub brush.

- **Step 3:** follow with a non-shed roller to achieve uniform coverage.

Note: "SG3" is self leveling and has low viscosity, tending to flow to low areas where it can build-up.

"SG3" does not require broadcasting of sand.

- ⇒ Protect fresh application from rain for 4 - 6 hrs.
- ⇒ Observe relative humidity and Dew Point when installing flooring system over "SG3"!

⇒ Shoes must be protected with cloth (i.e. Tyvek) booties when walking over cured "SG3" prior to installation of flooring system!

5. Resinous Flooring:

- Subsequent top coatings such as epoxy, terrazzo, polyurethane, must be applied within the 12 hr to 5 days recoat time.
- "SG3" surface must be roughened if recoat time is missed. Re-treat "outgassing channels" and pin-holes by grinding surface, cleaning off residue. Make sure surface is dry and re-apply "SG3". Does not apply to "fish eyes".

6. VCT, Sheet Vinyl, Carpet, Wood:

- Flooring systems including VCT, sheet vinyl, linoleum, carpet and wood must be applied within the 12 hr to 5 days recoat time.
- Please note that water based adhesives require a cementitious underlayment of minimum 1/8" (3 mm) thickness to absorb moisture from the adhesive (check with adhesive manufacturer).

- Pressure sensitive adhesives installed directly over "SG3" require a longer "tack" time than listed on manufacturer's literature to prevent adhesive moisture or solvent entrapment.

- Many floor covering materials (i.e. VCT, sheet vinyl, linoleum, carpet) also require a more level or smooth surface. In such cases an application of a self-leveling cementitious underlayment (minimum 1/8" (3 mm) thickness) is required over "SG3" to provide a proper substrate for the floor covering and the adhesive.

7. Underlayment's & Patching:

- If cement based toppings, such as underlayments, screeds, "flash" patching, repair mortars are to be used, the manufacturer's recommended primer or **AQUAFIN-SLU PRIMER** must be applied over "SG3".

8. Sand:

Where a broadcast of sand is desired use Aquafin "SG2" in lieu of "SG3".

9. Maximum recoat time (adhesives included) is

- 5 days. Do not apply flooring system if "SG3" surface is wet due to dew point or other causes. If recoat time is missed, "SG3" surface must be sanded, cleaned with hot water, and allowed to dry, before application of flooring system.

10. Application equipment needed:

Notched squeegee, 1/2" or 3/8" non-shed synthetic nap roller, long handled scrub brush.

11. Cleanup:

Immediately clean all equipment and tools with mineral spirits.

12. Packaging & Shelf Life:

- **2.4 gal/22 lb (9.2 L/10 kg) kit.**
A-Comp: 1.5 gal/14.48 lb (5.8 L/6.58 kg)
B-Comp: 0.9 gal/7.52 lb (3.4 L/3.42 kg).
- **7.3 gal/66 lb (27.5 L/30 kg) kit.**
A-Comp: 4.6 gal/43.43 lb (17.3 L/19.74 kg)
B-Comp: 2.7 gal/22.57 lb (10.2 L/10.26 kg).

Shelf life is 2 years in closed, original packaging, stored in a dry, cool place.

Technical Data

Material & Color	2-component, clear epoxy	
Density	~9.08 lbs/gal (1.09 ± 0.02 kg/L)	
VOC Content	0 g/L	
Volume Solids	100 %	
Flash Point: Part A	>212°F (>100°C)	
Part B	>248°F (>120°C)	
Mixing Ratio	100:50 (by weight)	
Viscosity	600 ± 80 cps (mPa*s) @ 77°F (25°C)	
Pot Life, approx.	35 Minutes at 73°F (23°C)	
Open to Foot Traffic	after 12 hrs at 73°F (23°C)	
Recoat Time at 73°F (23°C)	minimum 12 hrs max. 5 days, observe dew point!	
Working Temperature	50°F to 95°F (10°C to 35°C)	
Curing Temperature	minimum 50°F (10°C)	
Full Strength	after 7 days at 73°F (23°C)	
Adhesion to Concrete (ASTM D-4541 modified)	500 psi (3.5 MPa) @ 7d (dry conc.) Failure in substrate	
pH 14 Resistance	Pass 14 day test. (ASTM D-1308)	
Average Critical Radiant Flux (CRF)	1.00 W/cm ² - Passed = non-flammable (ASTM E 648-03)	
Methane Permeability (ISO 15105-2)	2.20 [cm ³ / (m ² *d*bar)] at 36 mils (0.90 mm) thickness	
Indoor Air Quality Control (DIN EN ISO 16000)	Passed: VOC (0 mg/m ³) & Formaldehyde emissions (<0.01 ppm)	

All data are average values obtained under laboratory conditions. In practical use temperature, humidity and absorbency of the substrate may influence the above given values.

13. Note:

Post-cracking of the concrete, slab warping or warping relaxation at joints or cracks after installation of the "SG3" may cause a breach in the coating and void warranty.

14. Safety: KEEP OUT OF REACH OF CHILDREN. Refer to MSDS. FOR COMMERCIAL USE ONLY.

Part A - irritant; sensitizer - contains epoxy resins.
Part B - corrosive; sensitizer - contains amines.

LIMITED WARRANTY: AQUAFIN, INC. warrants to the owner of the premises at the time of installation that for a period of 10 years after installation its products are free of manufacturing defects. As the sole remedy, we will replace or, at our election, refund the purchase price of, any product which is proven to be defective, provided that the product was properly applied. Our product recommendations are based on Industry Standards and testing procedures. We assume no warranties either written, expressed or implied as to any specific methods of application or use of the product. AQUAFIN, INC. MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED. AQUAFIN, INC. shall not be liable for damages of any sort including without limitation indirect or consequential damages, down time, or delay. This limited warranty is not transferable without AQUAFIN's prior express written consent.



AQUAFIN, Inc.

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TOLL FREE 1 - 866 - AQUAFIN (1-866-278-2346)

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5.1.2



westcoat[®]
SPECIALTY COATING SYSTEMS

**SYSTEM
SPECIFICATION**

WP

WATERPROOF
RELIABLE MOISTURE BARRIERS

MACoat™

Description

Westcoat's MACoat System is a fiberlath-reinforced deck system installed with a series of two or three separate waterproof acrylic applications, and sealed with Westcoat SC-10 Acrylic Topcoat. The finished product weighs approximately one pound per square foot. MACoat is breathable and allows vapor to pass as opposed to traditional urethane coatings.

- Durable
- Fast Access After Installation
- Choice of Colors and Textures
- Tough Final Coat is UV Resistant
- Safe Skid Resistant Textured Finish
- Environmentally Safe Acrylics
- Waterproof
- Optional Finishes

Uses

The MACoat System is mainly used on elevated concrete and non-fire rated plywood walking decks. MACoat is designed for balconies, corridors, stairs, and landings. It is regularly specified for homes, hotels, condominiums, apartments, and office buildings. In many cases it can be applied over existing deck systems to provide an excellent method for the rehabilitation of problem surfaces.

Packaging

WP-26 Flashing
WP-51 Polyurethane Sealant
EC-72 Epoxy Patch Paste (½ and 2 gallon kits)
WP-47 Fiberlath (475 sq ft per roll, 38 in. x 150 ft.)
WP-47-3 Seam Tape (3 inch)
WP-90 Waterproofing Resin (1 and 5 Gallon pails)
WP-81 Cement Modifier (1 and 5 Gallon pails)
TC-1 Basecoat Cement (50 lb. Bags)
TC-3 Medium Texture Cement (50 lb. Bags)
SC-10 Acrylic Topcoat (1 and 5 gallon pails)

Advantages

- Flexible

INSPECTION / PREPARATION

Inspection

Concrete must have ¼ inch slope per lineal foot with a rough broom finish (equal to 50 to 80 grit sand paper) and be open and porous. Allow concrete to cure a minimum 28 days and make sure that the moisture content is at 4% or less. If doing a calcium chloride test, the reading should be a maximum of 5 lbs./1000 sq ft. Another test can be done by taping a plastic mat or visqueen onto the surface, then waiting 24 hours before checking for moisture. Decks should meet local building code

Plywood must be at least ¾ inch CDX or exterior grade. Slope must be a minimum of ¼ inch per linear foot. Decks should meet local building code. The deck should be tongue and groove properly blocked and screwed into place. Plywood shall have a maximum joist span of 16

inches. Deflection should be less than L/480. OSB is not a suitable substrate.

Preparation

On concrete, remove all coatings to a sound concrete base. Prepare surface by grinding, water blasting or shot blasting to achieve surface that feels like 50 to 80 grit sand paper. Over existing coating, abrade the surface and do an adhesion test. For rough concrete, a slurry coat may be applied. Combine 1 bag of TC-1 Basecoat Cement with 1 gallon of WP-81 Cement Modifier and up to ½ gallon of water, and trowel smooth. Applied prior to the MACoat installation. On plywood be sure the surface is clean, dry and free of grease, paint, oil, dust or any foreign material that may prevent proper adhesion.

APPLICATION

Concrete Expansion Joints

Moving expansion joints should be honored and filled with a 2 part urethane sealant (approved by Westcoat). Sides of joints should be cleaned and applied per joint sealant manufacturers recommendation after the MACoat process is completed.

Concrete Seams and Cracks

Cracks greater than 1/32 inch should be routed out ¼ x ¼ inch. Install WP-47-3 Seam Tape over all cracks and seams. Apply EC-72 Epoxy Patch Gel into the tape with a trowel or putty knife to smooth and broadcast with 30 silica sand to allow adhesion of the coating. Allow EC-72 3-4 hours to cure before the next coat.

Plywood Seams

Seams should be dry and free of debris. WP-47-3 Seam Tape should be installed over all seams and metal flashing. Apply WP-51 Polyurethane Sealant, or EC-72 for a more ridged seam, into the tape with a trowel or putty knife to smooth. Broadcast with 30 silica sand to increase adhesion of the next coat.

An alternate way to minimize re-cracking of concrete and reduce movement of plywood seams is to place a 6 inch strip of WP-40 Sheet Membrane over the plywood seams or the cracks in the concrete as an anti-fracture treatment.

Primer Requirements

Priming is not required over properly prepared concrete or plywood. When coating over an existing surface, prime with EC-11 Water Based Epoxy at the rate of 300 square feet per gallon and broadcast with #30 or #60 silica sand to increase adhesion of the next coat.

Flashing

Flash at the junction of the wall and plywood deck using 4 x 4 inch flashing. Flash the fascia with 2 x 4 inch drip edge flashing. Nail all flashing every 4 to 6 inches. Use a minimum of 26-gauge bonderized sheet metal. Flashing for concrete should be set in a bed of EC-72 and nailed only as needed. The vertical portion of the wall to deck flashing should be nailed at all studs, after the epoxy base has cured. Overlap all seams at least 4 inches. Caulk between overlapped flashing as well as the seam with WP-51 Polyurethane Sealant. (Note: If the flashing is not bonderized it must be etched or roughed up so that the coating will bond.)

Base Coat

Lay out WP-47 Fiberlath reinforcing mesh on the deck, overlapping the seams approximately 2 inches.

Combine one bag of TC-1 Basecoat Coat Cement with six gallons of WP-90 Waterproofing Resin (2 parts TC-1 to 3 parts of WP-90 by volume for smaller batches). Mix with a mechanical mixer until uniform. Pour the mixture into the WP-47, trowel thin and smooth at the coverage rate of approximately 270 square feet per batch. Use a paintbrush to spread the base coat on the flashing, making sure to get the mixture into the seams and corners. Using a brush, wet with water, feather all outside edges. Allow surface to dry for 1-4 hours at 70°F. Scrape off any high spots or ridges that may inhibit application of a smooth texture coat. Trim any mesh that is showing on perimeters after the material has hardened.

Note: Should deck coating not be completed in one phase or to allow for other construction trades, deck should be covered and protected to avoid being damaged and to keep clean. It may be necessary to power wash the deck to dislodge any construction debris or any other foreign matter.

Feather Patch

Smooth all seams or imperfections by mixing one bag TC-1 to 4 gallons of WP-90 (1 part TC-1 to 1 part WP-90) and patch all areas where fiber lath is not laminated flat or any visible seams or overlaps. Feather these patches with a paintbrush and water. Scrape or sand all the patches.

Slurry Coat

Mix one bag TC-1 to 4 gallons of WP-90 and trowel the entire surface smooth and as thin as possible or at the rate of approximately 300 to 350 square feet per batch. For easier application, you may add up to 1 quart of water to help loosen up the mix. After the texture has dried (30 minutes to 1 hour at 70 degrees) lightly scrape any trowel marks and sweep or blow the surface clean. You are now ready to apply the knock down texture.

Smooth Texture (Optional)

For a smooth texture, mix one bag TC-1 to 4 gallons of WP-90 and trowel the entire surface smooth or at the rate of approximately 300 to 350 square feet per batch. For easier application, you may add up to 1 quart of water to help loosen up the mix. After the cement has dried (30 minutes to 1 hour at 70 degrees) lightly scrape any trowel marks and sweep or blow the surface clean. You are now ready to apply the topcoat

Knockdown Texture (Optional)

If a knockdown texture is desired, combine 1 bag of TC-3 Medium Texture Cement with 1 gallon of WP-90 Waterproofing Resin. WP-81 may be used for concrete applications. Mix thoroughly with a mechanical mixer. Add up to ½ gallon of water to achieve the desired consistency. Using an acoustical hopper gun, spray the texture onto the deck with a circular motion to achieve approximately 70% coverage at a rate of about 150-200 square feet per batch. Spray continuously, do not stop in the middle of the deck. After a few moments depending on the temperature, the texture must be “knocked down” using a rounded pool trowel for best results. Wipe the trowel clean with a wet rag as needed.

For an Orange Peel Texture, increase the air pressure and reduce the hole size of the hopper gun. Spray texture evenly at a 90% coverage. If you are unsatisfied with the results, immediately scrape off and re-spray.

After the texture has dried (30 minutes to 1 hour at 70 degrees) lightly scrape, any trowel marks and sweep or blow the surface clean prior to sealing. To avoid making impressions, the applicator should wear golf, baseball or spiked shoes.

Topcoat

Mix all containers of the SC-10 Acrylic Topcoat to ensure a consistent color. The material may be thinned by adding up to one quart of water per gallon to avoid streaks, (especially in hot weather). Roll two thin applications of SC-10 using a ¾ inch roller at a rate of 200-300 square feet per gallon. Roll the material in two directions to achieve a uniform finish. Coverage will vary according to texture.

For best results, allow SC-10 4 to 6 hours drying time before permitting light pedestrian traffic or applying additional coats are applied. Allow 24 hours to cure before heavy traffic is permitted. Allow 48 hours before heavy objects are placed on the surface.

Optional Materials

Basecoat Options

•For increased waterproofing, when applying basecoat into fiberlath replace WP-90 with WP-91. Mixing at 4 gallons of WP-91 to 1 50lb bag of TC-1 and add up to 1 gallon of water to aid in application.

Clean Up

Uncured acrylic material can be removed with soap and warm water. If cured, material can only be removed mechanically or with an environmentally-safe solvent.

MAINTENANCE

Exterior surfaces can be swept daily with water and a broom. For tougher dirt or grease use Westcoat CA-24 Degreaser diluted with water 20:1 and a soft bristle brush or broom, be sure to rinse well. To remove calcium or lime build up, brush 100 grain vinegar over the surface, be sure to rinse any residue.

The MACoat System should be inspected for wear every 2 to 4 years. The system should be resealed with the appropriate Westcoat clear sealer every 3 to 5 years depending upon traffic and UV exposure. Contact the original Installer of Westcoat for complete recoating instructions.

HEALTH PRECAUTIONS

Inhalation of vapor or mist can cause headache, nausea, irritation of nose, throat, and lungs. Prolonged or repeated skin contact can cause slight skin irritation.

Cements contain silicas, dust mask or respirator should be used when mixing, sanding or grinding.

LIMITATIONS

- This system is designed for professional use only.
- Read Product Specification Sheets for every product you will be using before beginning the project.
- Do not apply at temperatures below 50°F or above 90°F.
- Rain will wash away uncured Westcoat acrylic products.
- If inclement weather threatens, cover deck to protect new application.

- Sealers will make the surface slippery, please be aware the texture of the surface and how the sealer will affect the look, feel, and skid resistance.
- Approval and verification of proposed colors, textures, and slip resistance is recommended.
- Do not allow Westcoat product to FREEZE.

DISCLAIMER

PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST THE MANUFACTURER OF WESTCOAT, SHALL BE LIMITED SOLELY TO THE REPLACEMENT

OF ANY DEFECTIVE MATERIAL OR A PAYMENT BY THE MANUFACTURER IN AN AMOUNT EQUAL TO THE COST OF THE ORIGINAL MATERIAL.



westcoat®

770 Gateway Center Drive San Diego, CA 92102
800 • 250 • 4519 • Fax 619 • 262 • 8606 • westcoat.com



ENDURO PRODUCTS

Technical Data Sheet

ENDURO-LASTIC ELA Modified Polymer Binder

1. Description:

EP - ENDURO-LASTIC ELA is a one component modified polymer binder designed for use with a fiberglass chopped-strand mat on interior and exterior pedestrian surfaces.

2. Uses:

EP - ENDURO-LASTIC ELA Modified Polymer Binder is applied to reinforce a fiberglass chopped-strand mat on new or existing above grade structural concrete, plywood or steel substrates.

3. Surface Preparation:

3.1 Concrete: All concrete surfaces to receive the EP - ENDURO-LASTIC ELA Modified Polymer Binder reinforced with a fiberglass chopped-strand mat should be of sound structural grade. Metal pans should be vented when used to form new concrete slabs. Concrete installed over precast "T's" should have control joints installed over coinciding joints or openings in the precast. New concrete should be cured by the water curing method for at least 28 days. The cured concrete should be sloped to the drains. Verify plastic drains are not used. A light broom finish is recommended that is free of cracks, voids, fins, ridges, air-entrained holes or other imperfections. Remove dirt, dust, debris, oil, grease, curing agents, bond breakers, and other surface contaminants. All contaminants and imperfections that may impair adhesion must be removed from new and existing concrete. They should be removed by sandblasting, shotblasting or mechanical grinding. The concrete should be thoroughly cleaned by using a commercial pressure washer. Imperfections should be repaired with manufacturer approved materials. All cracks over 1/16 inch in width and all moving cracks less than 1/16 inch in width should be saw cut to 1/4 inch wide by 1/2 inch deep. Completely clean all saw cut cracks, expansion joints and control joints. Install backer rod and fill flush with polyurethane sealant. Allow to cure overnight. Be aware that drying time depends on temperatures and humidity.

3.2 Plywood: All plywood surfaces should be selected and installed in accordance with the requirements of the applicable building code. Plywood shall be a minimum of 5/8 inch thick tongue and groove exterior grade and have joints blocked and fastened. Plywood should be fastened with non-corroding screws, twist shank nails or 10d annular ring nails. Plywood must be sloped to drain. All contaminants and imperfections that may impair adhesion must be removed. Verify that plastic drains are not used and that the deck will drain properly, without low spots or high fascia edges. Completely

clean all joints, cracks and seams. Fill all separations over 1/16 inch in width with polyurethane sealant. Apply joint reinforcement consisting of a 5 inch trowel coat of Enduro-Flex Underlayment and reinforcing fabric imbedded into the wet coating.

3.3 Steel: Roughen surfaces sufficiently to ensure proper bonding. Remove dirt, dust, debris, oil, grease, and other surface contaminants, which could adversely affect application of the pedestrian traffic coating. Verify steel surfaces are backed with rigid substrate with sufficient rigidity to avoid excessive deflection. Verify that plastic drains are not used and that the deck will drain properly, without low spots or high fascia edges.

3.4 Metal: Flashing, scuppers, edges, vents, and other metal should be galvanized or non-ferrous. All should be properly secured 4 inches on center with non-corroding screws or ring shank nails to the substrate. Metal should be primed with a thin coat of EN-M-70 Metal Primer by using a sprayer or roller. Flashing should be caulked in front and back with polyurethane sealant. Use the Enduro-Flex Underlayment to adhere reinforcing fabric at the joint of the metal and substrate.

4. Mixing & Priming:

Stir EP - ENDURO-LASTIC ELA Modified Polymer Binder well before using.

5. Color/Finish/Packaging:

EP - ENDURO-LASTIC ELA Modified Polymer Binder should be used at package consistency. Coatings are available in five-gallon containers. The chopped-strand mat shall be a 0.75-ounce fiberglass, multidirectional chopped-strand mat.

6. Application:

6.1 Fiberglass Underlayment: Lay out the fiberglass chopped-strand mat over the area to be immediately worked in accordance with manufacturer's instructions. Fiber-Glass may be overlapped 1/2 inch.

6.2 EP - ENDURO-LASTIC ELA Modified Polymer Binder: Apply the modified polymer binder in over the fiberglass chopped-strand mat. Eliminate air bubbles and wrinkles. Apply a second coat of the modified polymer binder the next day to obtain proper film thickness, if required. Trim excess fiberglass mat at fascia edge before application of topping.

7. Coverage:

Apply EP-ENDURO-LASTIC ELA Modified Polymer



© EP ENDURO-LASTIC ELA Modified Polymer Binder

Binder at a rate of 50 SF per gallon.

8. Limitations:

Ambient and surface temperatures must be above 55°F and relative humidity below 80%. Do not apply EP - ENDURO-LASTIC ELA Modified Polymer Binder over any type of lightweight concrete without written approval by Enduro Products. Do not apply to surfaces with excessive moisture content or when there is a threat of rain.

9. Cleaning Instructions:

Clean up tools and equipment with appropriate cleaning fluids after use.

10. Safety Health and Environmental Recommendations:

Provide proper ventilation. Avoid coating contact with skin and eyes. Use protective goggles and clothing. In case of eye contact, flood eyes with water and call a physician immediately. Wash hands thoroughly with soap and water after handling. Do not take internally. If

ingested, call a physician immediately. Read the Material and Safety Data Sheet for EP ENDURO-LASTIC ELA Modified Polymer Binder prior to handling or application as supplied by Enduro Products in California: (714) 526-5898, Fax (714) 526-6511; in Florida: (305) 591-8309, Fax (305) 591-8565; email: info@endurokote.com.

11. Warranty:

Enduro Products warrants its EP - ENDURO-LASTIC ELA Modified Polymer Binder to be free of defects in materials, but makes no warranty as to appearance or color. Since methods of application and on-site conditions are beyond our control and can affect performance, Enduro Products makes no other warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose with respect for Enduro Products. Enduro option, to replace or to refund the purchase price of the quantity of EP - ENDURO-LASTIC ELA Modified Polymer Binder proved to be defective and Enduro Products shall not be liable for any loss or damage.

Technical Data

TEST	REFERENCE	RESULTS
Weatherometer	ASTM D 1499 & G 152, Model D or H	2,000 Hours: No crazing, cracking, spalling, softening, or other surface deterioration.
Accelerated Aging	ASTM D 756, Procedures D & E, 6 Cycles; D, E, & F	No crazing, cracking, spalling, softening, or other surface 25 Cycles deterioration.
Bond Strength After Accelerated Aging	ASTM C 297 ASTM C 297, Procedures D, & E, 6 Cycles	Average 83 psi minimum.
After Accelerated Aging	ASTM D 756, Procedures D, E, & F, 26 Cycles	Average 82 psi minimum.
After Freeze Thaw	ASTM C 67	Average 104 psi minimum.
Abrasion Resistance	ASTM D 1242, Method A	Did not exceed maximum loss in thickness allowed.
Percolation		No noticeable leakage on each of 5 test specimens.
Water Absorption	ASTM D 570	8.7 percent by weight.
Chemical Resistance	ASTM D 2299	Unaffected By: Industrial detergent 20% solution, ammonia 5 % solution, salt 20% solution, anti-freeze, kerosene, turpentine, & paint thinner. Superficially Affected By: Chlorine 10% solution & sulfuric acid 3% solution. Moderately Affected By: Muriatic acid 10% solution.
Freeze Thaw	ASTM C 67	No breakage, weight loss, cracking, crazing, or delamination. Passed bond strength test requirements.
Concentrated Load		Average Residual Indentation: 0.009 inch.
Compressive Strength	ASTM C 109	5,450 psi.



Exhibit B

Pictures of the Parking Lot Pavement



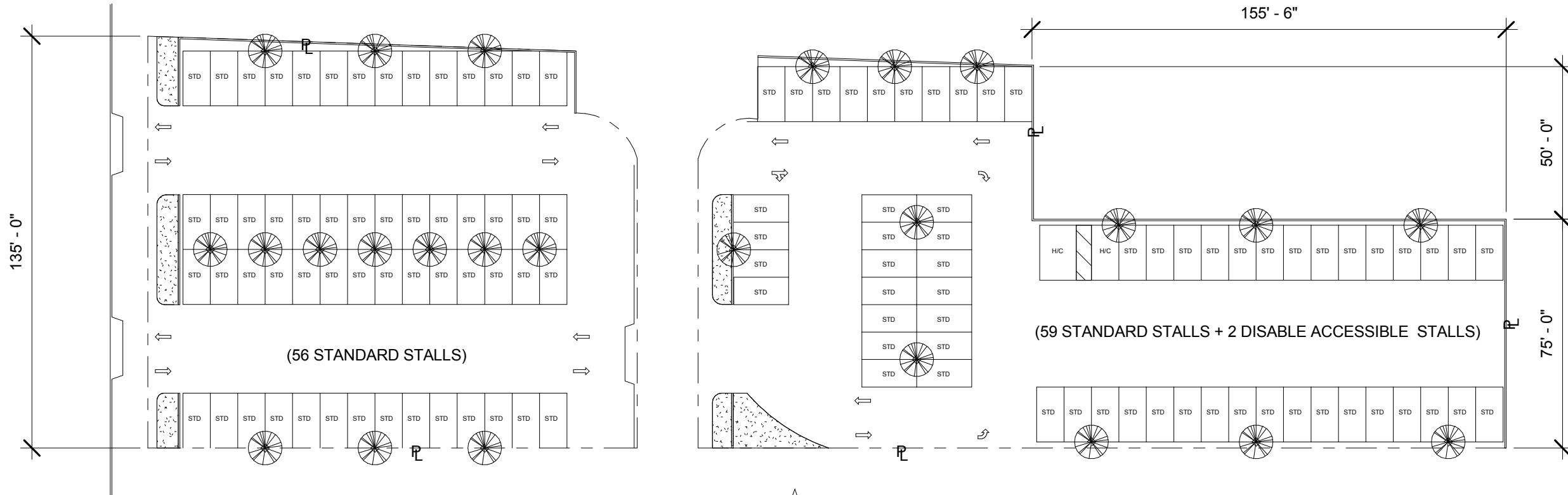


Exhibit C

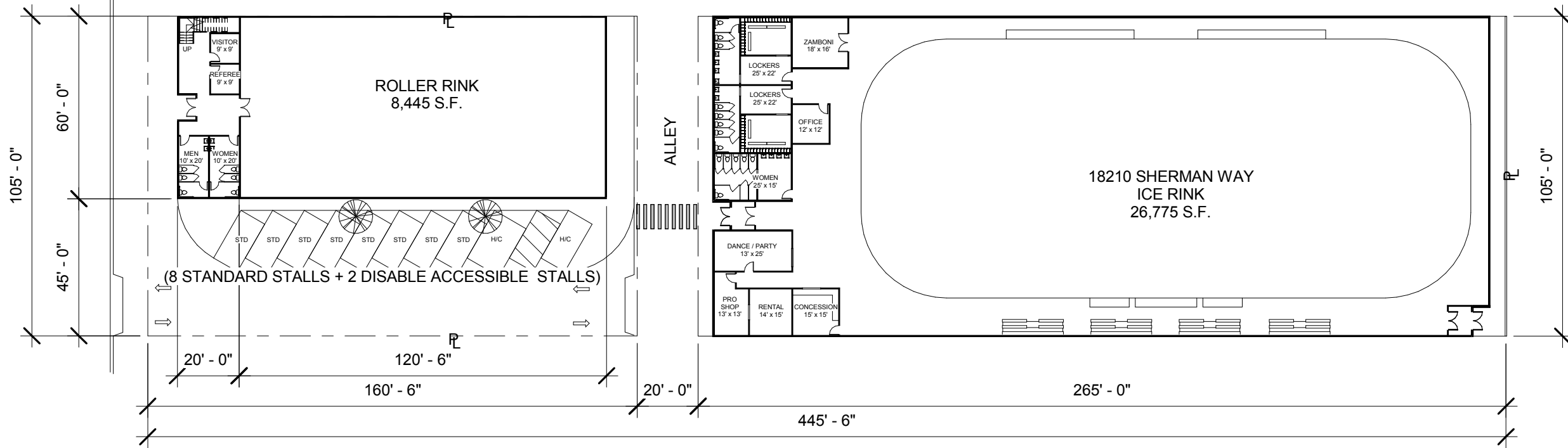
City Conceptual Plan for Ice Skating Rink

(see following page)

SHERMAN WAY



SHERMAN WAY



1 OPTION 3
1" = 40'-0"



CITY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS BUREAU OF ENGINEERING

GARY LEE MOORE, PE, ENV SP

CITY ENGINEER

RESEDA ICE AND ROLLER RINK
18210 SHERMAN WAY
LOS ANGELES, CA. 91335

SITE PLAN - OPTION 3

Project number	E170121D
Date	7/26/2017
Drawn by	T.YOUNGE
Checked by	R. ABANO
Scale	1" = 40'-0"

A101





Exhibit D

Oltmans PCI 023

(Parking Lot Replacement)

(see following pages)



CONSTRUCTION CO.

10005 Mission Mill Road
Whittier, CA 90601
Phone: (562) 948-4242 Fax: (562) 695-9267

POTENTIAL CHANGE ITEM

PCI023

TITLE: New Paving In Lieu of Seal & Slurry**DATE:** 02/20/2019**PROJECT:** Magnolia Science Academy**PROJECT NO.:** 18049**TO:****Magnolia Educational and Research Foundation**

250 E. 1st St., 1500

Los Angeles, CA

We respectfully request your approval of the following change to the original scope of work:

DESCRIPTION:

This Potential Change Item (PCI) tracks costs associated with the added labor, materials, and equipment required to install new paving in lieu of seal and slurry. Seal and slurry and/or grind and overlay are not recommended or guaranteed by the asphalt paving trade due to existing conditions. The existing pavement is on native, the estimated life of grind and overlay would be limited.

The proposed new paving would include demo, removal of 7" of existing asphalt and subgrade (assume native), hauling-off of material, rough grade, sub-compaction and furnish and install 4" of class 2 CMB and 3" of asphaltic concrete.

The added costs include:

_Credit (\$16,464) for original proposed cost for seal and slurry

_Credit (\$12,000) for damaged to existing paving caused by Oltmans (approximately 2,500 sf)

_Add \$118,000 for new base and paving

This PCI excludes any items not identified above including additional move-ins, slurry seal, engineering, testing and permits. It excludes any schedule associated impacts, general conditions, future changes caused by City review or inspections.

Vendor	Description	Amount
	Credit: For Damage Caused by OCCO	-12,000.00
	Credit: Seal & Slurry	-16,464.00
	Add: Asphalt Paving	118,000.00
	Bond	733.00
	Gross Tax	117.00
	GL	869.00
	SDI	1,120.00
	Fee	4,577.00
	SUBTOTAL:	96,952.00
	TOTAL COST FOR THIS CHANGE ORDER REQUEST:	96,952.00

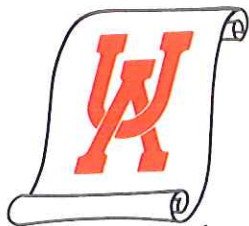
APPROVAL:

Oltmans Construction Co.

BY: Trevor Lawton**DATE:****APPROVAL:**

Magnolia Educational and Research

BY:**DATE:**



UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:
(562) 941-0201
(888) 941-0201
FAX:
(562) 941-4080

February 8, 2019



Fri 2/8/2019 10:41 AM
Curt Fauntleroy <curt@universalasphalt.com>

RE: MSA - Price Request for Parking Lot (G-2) Demo/Grade/Compact
To: Elizabeth Lara
Retention Policy Oltmans Inbox Retention Policy (60 days)

Expires: 4/9/2019

Yes it's included I forgot to remove from my standard exclusions. 90% compaction is included!!

Oltmans Construction Company
10005 Mission Mill Road
Whittier, Calif. 90608



Curt Fauntleroy, Project Manager
Universal Asphalt Co., Inc.
Curt@universalasphalt.com
(562) 941-0201 Office
(562) 941-4080 Fax

Attn. Elizabeth Lara
RE: **Magnolia Science Academy**
18220 Sherman Way
Reseda, Calif.

From: Elizabeth Lara <ElizabethL@oltmans.com>
Sent: Friday, February 8, 2019 10:38 AM
To: Curt Fauntleroy <curt@universalasphalt.com>
Subject: RE: MSA - Price Request for Parking Lot (G-2) Demo/Grade/Compact

Hi Curt,

No grade and re-compact included in cost; you have it in exclusions?

Per your request this updated cost proposal is for the following new paving work:

- A) Remove the existing asphaltic concrete and sub-grade to a depth of 7" and haul away to an offsite location.
- B) Pull off the job and return once the underground and concrete is complete.
- C) Furnish and install 4" Class 2 **CMB** to approx. 25,000 sq. ft., roll and compact.
- D) Apply weed poison to the base.
- E) Furnish and install 3" asphaltic concrete to approx. 25,000 sq. ft., roll and compact.
- F) This price assumes that there is not over saturated subgrade material or sub-grade contamination that needs to be addressed.
- G) Sub-grade to be accepted at +/- four hundredth (.04) **to balance.**

Rough grading, sub-grade compaction,

TOTAL COST \$ 118,000.00

Price good through June 2019

Based on (2) Two Move-ins

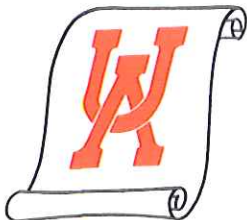
Standard Exclusions:

Rough grading, sub-grade compaction, soil import, concrete work, base under concrete, engineering, testing, permits, fees, bonds, crack filler, staking, utility adjustment, striping and bumpers, and guarantee for drainage where designed less than 1%.

Alternates:

- 1) **Striping and wheel stops including 69 stalls, 18 compacts, 4 handicaps w/signage, 2 van handicaps, 6 visitors, 4 electric vehicles, 6 clean air/vanpool, 4 arrows, and (69) 6' wheel stops. Add \$ 6,000.00**
- 2) **Apply 1 coat of Slurry Seal on the new paving. Add \$ 3,000.00**
- 3) **Additional Move-ins (if required) Add \$ 9,500.00 each**

CURT FAUNTLEROY
PROJECT ESTIMATOR



UNIVERSAL ASPHALT CO., INC.

10610 South Painter Ave., Santa Fe Springs, California 90670-4030

TELEPHONE:
(562) 941-0201
(888) 941-0201
FAX:
(562) 941-4080

January 22, 2019

Oltmans Construction Company
10005 Mission Mill Road
Whittier, Calif. 90608

Attn. Erika Peel
RE: **Magnolia Science Academy**
18220 Sherman Way
Reseda, Calif.

**WILL NOT GUARANTEE GRIND
AND OVERLAY WORK DUE TO
EXISTING CONDITIONS.**

GRIND & OVERLAY

Per your request this updated cost proposal is for the following **overlay** work:

- A) Coldplane approx. 25,000 sq. ft. of existing asphaltic concrete to a depth of 2" and haul away to an offsite location.
- B) Apply a trackless tack coat just prior to the asphalt installation.
- C) Furnish and install 2" asphaltic concrete overlay to approx. 25,000 sq. ft., roll and compact.
- D) We cannot guarantee this overlay work due to the condition of the existing asphalt.**
- E) Sub-grade to be accepted at +/- four hundredth (.04) to balance.

TOTAL COST \$ 52,500.00

Price good through September 2019

Based on (1) One Move-in

Standard Exclusions:

Rough grading, sub-grade compaction, concrete work, base under concrete, engineering, testing, permits, fees, bonds, crack filler, staking, 1 year warranty, utility adjustment, striping and bumpers, and guarantee for drainage where designed less than 1%.

Alternate:

- 1) **Striping and wheel stops including 69 stalls, 18 compacts, 4 handicaps w/signage, 2 van handicaps, 6 visitors, 4 electric vehicles, 6 clean air/vanpool, 4 arrows, and (69) 6' wheel stops. Add \$ 6,000.00**

CURT FAUNTLEROY
PROJECT ESTIMATOR



G.J. Gentry General Engineering, Inc.

1297 W 9th Street
 Upland, CA 91786
 909-693-3391
 Lic. #A991354
 DIR #1000045135

To: Oltmans Construction	Contact: Trevor Lawton
Address: 10005 Mission Mill Road Whittier, CA 90601	Phone:
	Fax:
Project Name: Magnolia Science Academy RCO	Bid Number: 20180267
Project Location:	Bid Date: 2/12/2019

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
803-1	Demo Remainder Of Parking Area (24,280 SF)	1.00	LS	\$40,615.70	\$40,615.70
803-2	Export For Pavement Section	390.00	CY	\$45.99	\$17,936.10
803-3	Parking Area Scarify & Re-Compaction, Finish Subgrade +/- .1'	1.00	LS	\$14,462.26	\$14,462.26

Total Base Bid Price: **\$73,014.06**

Alternate

803-4	Street Sweeper Option	1.00	DY	\$965.99	\$965.99
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Notes:

- Overexcavation in the parking area is not included.

*OCCO NOTE:
 2/12 not cost effective. Will propose paver
 to do all, less expensive.*

<p>ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted.</p> <p>Buyer: _____</p> <p>Signature: _____</p> <p>Date of Acceptance: _____</p>	<p>CONFIRMED: G.J. Gentry Engineering Inc</p> <p>Authorized Signature: _____</p> <p>Estimator: David Niederhauser</p>
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Cover Sheet

Approval of Facility Clerk for the Home Office Facility Department

Section: IV. Recommendation Items by MPS Facility Committee
Item: B. Approval of Facility Clerk for the Home Office Facility
Department
Purpose: Vote
Submitted by:
Related Material: IV B Approval to Hire Facilities Clerk for Home Office.pdf



Board Agenda Item #:	IV B - Action Item
Date:	March 21, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors (the "Board") Ad Hoc Committee Meeting
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	Approval to Hire a Project Manager / Facilities Clerk for the Facilities Department to Work under the Supervision of the Director of Facilities

I. Proposed Recommendation

Staff recommends and moves that the Board authorize MPS management to hire a facilities clerk / project manager to work under the guidance and supervision of the Director of Facilities for the purpose of supporting all MPS schools with facilities related matters and issues.

II. Background

Presently, Mr. Patrick Ontiveros splits his time between legal matters and facilities matters each of which individually demands a great deal of attention. MPS's schools would be better supported if at least one additional person were dedicated to helping address facilities issues in a timely manner.

III. Duties of a Project Manager / Facilities Clerk

The facilities clerk will help the Director of Facilities address facilities matters in a timely manner. In the short term, the facilities clerk will assist with making sure that MPS spends all the grant money that sunsets in mid-2019, specifically its Prop 39 energy efficiency grants and its Charter School Facility Incentive Grants.

In addition, in no particular order of importance, the facilities clerk will help the Director of Facilities with the following duties:

- Assist with insure that all contracts are stored both in hard copy and electronic format in a logical manner
- Support annual prop 39 co-location requests
- Track and respond to all school site requests for support—for example, maintenance issues that arise from time to time



- Identify a bench of go to vendors for routine maintenance matters
- Assist with making sure vendors submit all documentation needed to pay said vendors and insuring that said vendors are paid on a timely basis
- Assist with site searches for schools desiring a private facility as opposed to being co-located with District schools
- Assist Director of Facilities with implementing an asset management system to insure the maintenance of all major facilities systems and assets
- Assist with project managing any capital improvement projects
- Supervise vendors contracted with to perform facilities related projects
- Assist Director of Facilities in addressing any issues that may arise at co-located sites
- Visit schools on a periodic basis to assess any support needed
- Assist Director of Facilities in preparing committee and board reports
- Maintain accurate file of all Certificates of Occupancy (CofO) and ensure that all schools adhere to their CofO occupancy limits
- Ensure that a database of individual lease terms is accurately maintained
- Other duties as assigned

The aforementioned list will be finalized by the C-Team prior to being published.

IV. Budget Impacts

MPS's head office budget can support the hiring of a project manager. Staff proposes that someone be hired on a "probationary" period for six months at a salary at or about \$50,000 per annum. After the probationary period, the individual would be promoted and his/her salary would be adjusted upwards accordingly. The higher salary to be determined by Staff. The cost of such individual will be included in the 2019-20 budget for the home office.

Cover Sheet

Approval of winning bids for MPS Viewsonic RFP

Section: IV. Recommendation Items by MPS Facility Committee
Item: C. Approval of winning bids for MPS Viewsonic RFP
Purpose: Vote
Submitted by:
Related Material: IV C ViewSonic Bid Award.pdf



Board Agenda Item #	IV C- Action Item
Date:	March 21 st , 2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Rasul Monoshev, Director of Technology
RE:	<p>Contract Approval for Staples, Digital Synergy – Viewsonic interactive display for wall mount, on mobile cart options and the labor for installation.</p> <p>Recommendations:</p> <p>One-time fee for Magnolia Science Academy-1(MSA-1) and Magnolia Science Academy-8(MSA-8) for the screen and labor for below options per one unit basis:</p> <ul style="list-style-type: none"> • If 75” IFP7550 and wall mount–Staples, \$2,816.40 • If 75” IFP7550 on mobile cart– Staples, \$3,047.06 • If 65” IFP6560 and wall mount– Staples, \$2,710.17 • If 65” IFP6560 on mobile cart– Staples, \$2,940.83 • If 65” IFP6550 and wall mount– Digital Synergy, \$1,875.00 • If 65” IFP6550 on mobile cart– Staples, \$1,984.97 • Labor for installation for wall or cart options - Digital Synergy, \$165 per screen

Proposed Board Recommendation

I move that the board awards the winning bid for the published RFP and adopt the purchase of MPS Interactive Display for Magnolia Public Schools as set forth above. Should there be a similar need for any other Magnolia Public Schools (MPS), the approved vendor, the need, and the price will be used between the dates March 22nd, 2019 – June 30th, 2020.

Background

Since the high quality ultra-short throw projectors are almost as expensive as the touchscreen interactive displays, the schools started piloting the ViewSonic devices in 2018. (The actual research we did was back in year 2016 for MSA Santa Ana construction for the Promethean displays, but due to budget constraints later on, we never bought the items for the school even after the board approval – the



approximate cost per device around that time was \$4,500). With touchscreen displays, the teachers can show the videos and lesson contents in high quality. Also, we've seen that in some Magnolia schools, even the whiteboards are not used anymore because the displays answer all the needs for writing on readable surface.

The MPS IT Department originally opened the RFP process for which the due date was February 6th, 2019. But after seeing the discrepancies in received bids and deciding to add the warranty and manufacturer authorization for the reseller, we canceled the original RFP, amended it, and posted as attached. The amended RFP's due date was extended until March 6th, 2019. The RFP evaluation committee consisted of MPS IT Director, Mr. Monoshev, MSA-8 IT Manager, Julian Lopez, and MSA-1 IT Manager, Albert Nguyen. The committee evaluated the received bids on March 7th, 2019 and met again for confirmation and finalization on March 11th, 2019. The team recommends awarding of the bid to Staples and Digital Synergy for the interactive display wall mount, mobile cart options and for the labor for installation.

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 Interactive displays is budgeted as follows:

- MSA-8 has budgeted \$22,000 for the need for one time cost for FY 2018-19. (We will request for five displays instead of six as originally planned – the school wanted 65” initially, but after seeing such lower prices, now want to buy 75” instead)
- MSA-1 has a budget of \$220,000 for low voltage. And the \$59,628 amount is covered within this Construction budget line item.

Attachments:

- Evaluation matrices
- RFP
- Proposals from vendors

Name of Staff Originator: Rasul Monoshev

MPS Interactive Display Bids Evaluation							
IFP7550 75" Viewsonic Screens and mounts							
	California Western Visuals	ELB	STS Education	Digital Synergy	Troxxel	Alpha Solutions	Staples
Price per unit screen	\$2,740.54	\$4,830.00	\$3,099.00	\$2,800.00	\$2,239.00	\$3,100.00	\$2,655.98
Price per the mount	\$140.00	\$0.00	\$599.00	\$0.00	\$118.00	\$430.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	\$2,881.54	\$4,830.00	\$3,698.00	\$2,800.00	\$2,357.00	\$3,530.00	\$2,816.40
Functionality/specification of items(30%)	IFP7550	PROWISE	iSeries	IFP7550	ProColo752U	IFP7550	IFP7550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
Evaluation							
Pricing including tax (Max 40 points)	34	20	27	35	40	26	36
Functionality/specification of items (Max 30 points)	30	15	15	30	10	30	31
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	94	65	72	95	80	86	97
The Winning bid is Staples							

MPS Interactive Display Bids Evaluation							
IFP7550 75" Viewsonic Screens and mounts							
	California Western Visuals	ELB	STS Education	Digital Synergy	Troxxel	Allpha Solutions	Staples
Price per unit screen	\$2,740.54	\$7,116.00	\$3,099.00	\$3,150.00	\$2,239.00	\$3,150.00	\$2,655.98
Price per the cart	\$382.00	\$0.00	\$429.00	\$0.00	\$258.00	\$0.00	\$391.08
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	\$3,123.54	\$7,116.00	\$3,528.00	\$3,150.00	\$2,497.00	\$3,150.00	\$3,047.06
Functionality/specification of items(30%)	IFP7550	PROWISE	iSeries	IFP7550	ProColo752U	IFP7550	IFP7550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
Evaluation							
Pricing including tax (Max 40 points)	35	20	27	25	40	26	36
Functionality/specification of items (Max 30 points)	30	15	15	30	10	30	30
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	95	65	72	85	80	86	96
The Winning bid is Staples							

MPS Interactive Display Bids Evaluation			
IFP6560 65" Viewsonic Screens and mounts			
	California Western Visuals	Digital Synergy	Staples
Price per unit screen	\$2,632.22	\$2,720.00	\$2,549.75
Price per the mount	\$410.00	\$400.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	\$3,043.22	\$3,120.00	\$2,710.17
Functionality/specification of items(30%)	ifp6560 model	ifp6560 model	ifp6560 model
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good
Evaluation			
Pricing including tax (Max 40 points)	35	30	40
Functionality/specification of items (Max 30 points)	30	30	30
Vendor Qualifications (Max 20 points)	20	20	20
Terms and Conditions (Max 10 points)	10	10	10
	95	90	100
The Winning bid is Staples			

MPS Interactive Display Bids Evaluation			
IFP6560 65" Viewsonic Screens and mounts			
	California Western Visuals	Digital Synergy	Staples
Price per unit screen	\$2,632.22	\$2,720.00	\$2,549.75
Price per the cart	\$382.00	\$400.00	\$391.08
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	\$3,015.22	\$3,120.00	\$2,940.83
Functionality/specification of items(30%)	IFP6560	IFP6560	IFP6560
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good
Evaluation			
Pricing including tax (Max 40 points)	35	34	40
Functionality/specification of items (Max 30 points)	30	30	30
Vendor Qualifications (Max 20 points)	20	20	20
Terms and Conditions (Max 10 points)	10	10	10
	95	94	100
The Winning bid is Staples			

MPS Interactive Display Bids Evaluation							
IFP6550 65" Viewsonic Screens and mounts							
	California Western Visuals	ELB	STS Education	Digital Synergy	Troxel	Alpha Solutions	Staples
Price per unit screen	\$1,864.16	\$4,160.00	\$2,099.00	\$1,875.00	\$1,725.00	\$2,028.00	\$1,824.55
Price per the mount	\$410.00	\$0.00	\$429.00	\$0.00	\$105.00	\$430.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	\$2,275.16	\$4,160.00	\$2,528.00	\$1,875.00	\$1,830.00	\$2,458.00	\$1,984.97
Functionality/specification of items(30%)	IFP6550	PROWISE	iSeries	IFP6550	ProColo652U	IFP6550	IFP6550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
Evaluation							
Pricing including tax (Max 40 points)	37	40	40	39	40	33	38
Functionality/specification of items (Max 30 points)	30	20	12	30	15	30	30
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	97	90	82	99	85	93	98
The Winning bid is Digital Synergy							

MPS Interactive Display Bids Evaluation							
IFP6550 65" Viewsonic Screens and mounts							
	California Western Visuals	ELB	STS Education	Digital Synergy	Troxxel	Allpha Solutions	Staples
Price per unit screen	\$1,864.16	\$6,021.00	\$2,099.00	\$2,189.00	\$1,725.00	\$2,028.00	\$1,824.55
Price per the cart	\$382.00	\$0.00	\$429.00	\$0.00	\$384.00	\$388.00	\$160.42
Warranty for 4th and 5th year (extended)	\$1.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total price for the screens mounts, and cables(40%)	\$2,247.16	\$6,021.00	\$2,528.00	\$2,189.00	\$2,109.00	\$2,416.00	\$1,984.97
Functionality/specification of items(30%)	IFP6550	PROWISE	iSeries	IFP6550	ProColo652U	IFP6550	IFP6550
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
Evaluation							
Pricing including tax (Max 40 points)	36	25	32	30	40	34	38
Functionality/specification of items (Max 30 points)	30	20	20	30	20	30	30
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	10	10	10	10	10	10
	96	75	82	90	90	94	98
The Winning bid is Staples							

MPS Interactive Display Bids Evaluation							
Labor for mount and carts installation							
	California Western Visuals	ELB	STS Education	Digital Synergy	Troxxel	Alpha Solutions	Staples
Wall mount installation labor	\$300.00	\$500.00	\$225.00	\$165.00	\$299.00	\$225.00	\$738.89
Cart Installation labor	\$250.00	\$1,500.00	\$225.00	\$165.00	\$299.00	\$200.00	\$866.67
Functionality/specification of items(30%)	100	OK for Prowise only	100	100	100	100	100
Vendor Qualifications(20%)	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified	Well Qualified
Terms and Conditions(10%)	Good	Good	Good	Good	Good	Good	Good
Evaluation							
Pricing including tax (Max 40 points)	30	25	35	40	30	35	20
Functionality/specification of items (Max 30 points)	30	20	30	30	30	30	30
Vendor Qualifications (Max 20 points)	20	20	20	20	20	20	20
Terms and Conditions (Max 10 points)	10	8	10	10	10	10	10
	90	73	95	100	90	95	80
The Winning bid is Digital Synergy							



REQUEST FOR PROPOSALS

**MAGNOLIA SCIENCE ACADEMY-1 and MAGNOLIA SCIENCE ACADEMY-8
INTERACTIVE DISPLAY NEED**

(Due Date – March 6th, 2019)

with AMENDMENTS on last page and highlighted red in the document

PURPOSE

Magnolia Public Schools (“**MPS**”) is soliciting proposals for interactive displays at its Magnolia Science Academy – 1 (“**MSA-1**”) and Magnolia Science Academy – 8 (“**MSA-8**”) schools. MPS is presently constructing a new classroom building at 18220 Sherman Way for the benefit of MSA-1. The interactive displays will serve as the main audio-visual service in the classroom replacing traditional classroom projectors. The mounting service labor for the system should be also included in the SOW. The submitted bid such include the below options in separate quotes:

Option 1(separate quote): 75” display and wall mount and mounting service labor.

Option 2(separate quote): 75” display and a stand on a wheel.

Option 3(separate quote): 65” display and wall mount and mounting service labor.

Option 2(separate quote): 65” display and a stand on a wheel.

Should there be a need for any other MPS schools listed below between dates July 1st, 2018 – June 30th, 2020, the approved vendor, the appliance/service model, and the price will be used for the purchase:

MPS School	Address
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



MPS School	Address
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	6525 Estrella Ave., San Diego, CA 92120

GENERAL TERMS AND CONDITIONS FOR RFP PROPOSAL GUIDELINES

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

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

PROPOSAL SUBMISSION

Proposals are to be submitted for receipt no later than **5:00 PM PST, Wednesday, 03/06/2019** and may be delivered as follows:

Email to:



it@magnoliapublicschools.org, jblopez@magnoliapublicschools.org,
anguyen@magnoliapublicschools.org

[Subject: MSA-1 & MSA-8 interactive displays 2019]

ACCEPTANCE/REJECTION OF PROPOSAL SUBMISSIONS

MPS reserves the right to accept or reject any and all proposals or any portion of any and all proposals in its 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 MPS Board of Directors has accepted a proposal and awarded it as the winning proposal submission. A contract will be entered into between MPS and the Vendor after the aforementioned approvals.

PAYMENT

Payment shall be made no later than 60 days after invoice date. The payment will not be issued until after both the Vendor and MPS agree that the project is complete and meets all requirements.

RFP Revisions

MPS reserves the right to modify or issue amendments to this RFP at any time. MPS also reserves the right to cancel or reissue this RFP at any time. Notices will be posted to <http://magnoliapublicschools.org>. It is the sole responsibility of interested vendors 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, and references	20%
Contract terms and conditions	10%
Total	100.00%

RFP Evaluation Committee

The RFP Evaluation committee members are as follows:

- Rasul Monoshev, IT Director
- Julian Lopez, MSA-1 IT Manager
- Albert Nguyen, MSA-8 IT Manager

RFP Evaluation and Award Timeline

03.06.2019: RFP is due at 5pm.

03.07.2019: The RFP Evaluation committee members will meet and evaluate the received bids

03.12.2019: The winning bid recommendation is submitted in documentation

03.21.2019: MPS Board Meeting day – The board might approve/deny/request for more information

EQUIPMENT & SERVICES SPECIFICATIONS

Magnolia Science Academy-1 (Please see background section on 1st page as we want 4 options on separate quotes for wall mounting option and the stand on the wheels option for mobility - to be able to move the display from one classroom to other)

Item 1:

Quantity: 20

Description: Interactive Display Board: Viewsonic IFP7550 and IFP6560 or similar options on separate quotes (Description: 20 - 65" on one quote and 20 – 75" quote on separate on a second quote)



Item 2:

Quantity: 20

Description: Diversitrack Hover Mount or similar for Item 1 (NOTE compatible mount is required for 75" display), Interactive Displays and mounting service for those.

Magnolia Science Academy-8 (Please see background section on 1st page as we want 4 options on separate quotes for wall mounting option and the stand on the wheels option for mobility - to be able to move the display from one classroom to other)

Item 1:

Quantity: 6

Description: Interactive Display Board: Viewsonic IFP7550 and IFP6560 or similar options on separate quotes (Description: 20 - 65" on one quote and 20 – 75" quote on second quote)

Item 2:

Quantity: 6

Description: Diversitrack Hover Mount or similar for Item 1 (NOTE compatible mount is required for 75" display), Interactive Displays and mounting service for those.

Delivery/Shipping

NOTE: No dock at this location.

Bill to Address:

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

Ship to Address: Magnolia Science Academy-1 and 8 respectively



AMENDMENTS:

- 1. Please provide with any supporting documentation that the vendor is an authorized dealer for the Viewsonic devices**
- 2. Include the Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE to your quote**
- 3. The Hoverboard mount in original bid only supports 65' screen, please bid with the recommended/appropriate mount models for the 75" screen**
- 4. Please include CA Tax calculation in your bid**
- 5. Please separate the labor in separate quote (it is to help our schools later on if they already have the devices and would like to only get labor for installation)**



Limited Warranty

ViewSonic® Limited Warranty

(Current Production Models. U.S.A. and Canada Only)

What the warranty covers:

ViewSonic warrants its products to be free from defects in material and workmanship during the warranty period. If a product proves to be defective in material or workmanship during the warranty period, ViewSonic will, at its sole option, repair or replace the product with a similar product. Replacement Product or parts may include remanufactured or refurbished parts or components. The replacement unit will be covered by the balance of the time remaining on the customer's original limited warranty. ViewSonic provides no warranty for any third-party software whether included with the product or installed by the customer, installation of any unauthorized hardware parts or components (e.g. Projector Lamps). (Please refer to: "[What the warranty does not cover](#)" section)

ViewSonic "A" Stock Product is defined as:

- Brand new, never been used products freshly received from factory in original packaging
- Packaging must be unopened (other than any cursory un-boxing/re-boxing for quality assurance inspection)

How long the warranty is effective:

1. ViewSonic Monitor carry a three (3) year limited warranty for parts, labor and LCD backlight from the purchase date. In order to receive warranty service, proof of purchase of the ViewSonic product is required. To obtain warranty service, please contact ViewSonic Customer Support.
2. ViewSonic Monitors are warranted with our LCD Pixel Performance Guarantee. Through this limited warranty, you are guaranteed high-quality screen performance with no more than the following improperly operating pixels, depending on the native panel resolutions.
 1. Panels with resolution smaller than 3840x2160: Three (3) improperly operating pixels with no more than two (2) bright or two (2) dark pixels.
 2. Panels with resolution 3840x2160 or higher: Eight (8) improperly operating pixels with no more than five (5) bright or five (5) dark pixels.

3. ViewSonic Projectors (unless otherwise specified) are warranted for three (3) years from the date of first consumer purchase for parts and labor and one (1) year limited lamp warranty. Lamp warranty is subject to terms and conditions, verification and approval. Applies to manufacturer's installed lamp only. All accessory lamps purchased separately are warranted for 90 days.
4. ViewSonic Desktop Virtualization products (unless otherwise specified) are warranted for three (3) year for parts and labor.
5. ViewSonic Large Format Display (LFD) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.*
6. ViewSonic ViewBoard Interactive Flat Panel display (IFP) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.*
7. ViewSonic Digital Kiosks and Billboards (ePoster) Products are warranted for one (1) year from the date of first consumer purchase for parts and labor.*

*All 42" and larger ViewSonic Display Products will receive onsite services in the U.S. and Canada with the following exceptions:

- If the service location of the defective unit is over 40 miles outside a major metropolitan area. The customer will be responsible to ship/transport the covered Product to the designated repair center;
 - If a defective unit is determined by the ViewSonic Technical Support staff to be a panel defect, or ViewSonic's Technician is unable to resolve the problem on-site, a replacement unit will be dispatched from ViewSonic's warehouse to customer's ship-to location (front door deliveries only). It is customer's responsibility to pack and ship/transport the covered Product to the designated repair center.
8. ViewSonic Media Player products (unless otherwise specified) are warranted for one (1) year for parts and labor.
 9. ViewSonic Slot-In PC products are warranted for one (1) year for parts and labor.
 10. ViewSonic accessory products carry limited warranties. See the product page for additional detail by model.
 11. All brand new ViewSonic products carry a thirty (30) day "Dead on Arrival" ("DOA") warranty policy for the first consumer purchaser. A new replacement unit will be provided if the Product is found to be non-operational within thirty (30) days of purchase and freight shall be covered both ways by ViewSonic.

Who the warranty protects:

This warranty is valid only for the first consumer purchaser.

What the warranty does not cover:

- Any product on which the serial number has been defaced, modified or removed.
- Damage, deterioration or malfunction resulting from:
 - a) Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
 - b) Repair or attempted repair by anyone not authorized by ViewSonic.
 - c) Damage to or loss of any programs, data or removable storage media.
 - d) Software or data loss occurring during repair or replacement.
 - e) Any damage of the product due to shipment.
 - f) Removal or installation of the product.

- g) Causes external to the product, such as electric power fluctuations or failure.
 - h) Use of supplies or parts not meeting ViewSonic's specifications.
 - i) Normal wear and tear.
 - j) Failure of owner to perform periodic product maintenance as stated in User Guide, such as cleaning of user-cleanable projector filters.
 - k) Any other cause which does not relate to a product defect.
 - l) Damage caused by static (non-moving) images displayed for lengthy periods of time (also referred to as image burn-in).
 - m) Software - Any third-party software included with the product or installed by the customer.
 - n) Hardware/Accessories/Parts/Components - Installation of any unauthorized hardware, accessories, consumable parts or components (e.g. Projector Lamps).
 - o) Damage to, or abuse of, the coating on the surface of the display through inappropriate cleaning as described in product User Guide.
 - p) The Product sold and labeled as "AS IS*", "WITH ALL FAULTS" or similar disclaimer, including replacement of missing parts or accessories from those sales, or purchased through an unauthorized online seller.
- Removal, installation, and set-up service charges, including wall-mounting of product.

How to obtain service:

- **For general service support information, including download drivers, check RMA status, and FAQs, please visit us at <https://www.viewsonic.com/us/customer-service/>**
- **To obtain warranty service please start here: www.viewsonic.com/csform**

Limitation of implied warranties:

TO THE EXTENT ALLOWED BY LOCAL LAW, THIS PRODUCT IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VIEWSONIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Exclusion of damages:

VIEWSONIC'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT.

VIEWSONIC SHALL NOT BE LIABLE FOR:

- 1) DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT,
- 2) DAMAGES BASED UPON INCONVENIENCE, LOST PROFIT, LOST DATA OR DOWNTIME COSTS, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3) ANY OTHER DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

4) ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

Effect of local law:

This warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Sales outside the U.S.A. and Canada:

For ViewSonic products sold outside the U.S. and Canada, contact your ViewSonic dealer or your region for more warranty information and service for your country. Look up [our locations here](#)



Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 53,119.60
20	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 3,208.40
1		Wall Mounting Service	EA	\$ 12,444.44	\$ 12,444.44
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 **Included in the price of the Display.**			
Sales Tax for Reseda, CA of 9.5%					\$ 6,533.38
Total*				\$	76,911.38

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 2,250.43

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.

STAPLES

Business Advantage®

Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
6	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 15,935.88
6	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 962.52
1		Wall Mounting Service	EA	\$ 4,188.89	\$ 4,188.89
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 **Included in the price of the Display.**			
		Sales Tax for Bell, CA of 9.5%			\$ 2,003.29
				Total*	\$ 24,696.14

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 722.61

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence ,and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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Staples Tech Proposal

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Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 53,119.60
20	VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel /	EA	\$ 391.08	\$ 7,821.60
1		Cart Mounting Service	EA	\$ 15,000.00	\$ 15,000.00
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 **Included in the price of the Display.**			
		Sales Tax for Reseda, CA of 9.5%			\$ 7,214.41
				Total*	\$ 84,761.17

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 2,480.11

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

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Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
6	IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT	EA	\$ 2,655.98	\$ 15,935.88
6	VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel /	EA	\$ 391.08	\$ 2,346.48
1		Cart Mounting Service	EA	\$ 4,750.00	\$ 4,750.00
	IFP-EW-70-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 70"-79" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP7550-A, IFP7550-E1, IFP7550-E2, IFP7550-E3, IFP7560 **Included in the price of the Display.**			
		Sales Tax for Bell, CA of 9.5%			\$ 2,188.07
				Total*	\$ 26,825.99

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 784.93

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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Company:	Magnolia Science Academy
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Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS	EA	\$ 2,549.70	\$ 50,994.00
20	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 3,208.40
1		Wall Mounting Service	EA	\$ 12,444.44	\$ 12,444.44
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
		Sales Tax for Reseda, CA of 9.5%			\$ 6,331.45
Total*					\$ 74,583.85

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 2,182.32

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
6	IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS	EA	\$ 2,549.70	\$ 15,298.20
6	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 962.52
1		Wall Mounting Service	EA	\$ 4,188.89	\$ 4,188.89
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
		Sales Tax for Bell, CA of 9.5%			\$ 1,942.71
Total*					\$ 23,997.88

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 702.18

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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Staples Tech Proposal

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Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
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Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS	EA	\$ 2,549.70	\$ 50,994.00
20	VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel /	EA	\$ 391.08	\$ 7,821.60
1		Cart Mounting Service	EA	\$ 15,000.00	\$ 15,000.00
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
		Sales Tax for Reseda, CA of 9.5%			\$ 7,012.48
				Total*	\$ 82,433.64

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 2,412.01

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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Contact:	Rasul Monoshev
Phone:	
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Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for LA County, CA of 9.5%			\$ 152.53
				Total*	\$ 1,758.09

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 55.10

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

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Staples Tech Proposal

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Contact:	Rasul Monoshev
Phone:	
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Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for San Diego, CA of 7.75%			\$ 124.43
				Total*	\$ 1,729.99

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 54.22

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



Limited Warranty

ViewSonic® Limited Warranty

(Current Production Models. U.S.A. and Canada Only)

What the warranty covers:

ViewSonic warrants its products to be free from defects in material and workmanship during the warranty period. If a product proves to be defective in material or workmanship during the warranty period, ViewSonic will, at its sole option, repair or replace the product with a similar product. Replacement Product or parts may include remanufactured or refurbished parts or components. The replacement unit will be covered by the balance of the time remaining on the customer's original limited warranty. ViewSonic provides no warranty for any third-party software whether included with the product or installed by the customer, installation of any unauthorized hardware parts or components (e.g. Projector Lamps). (Please refer to: "[What the warranty does not cover](#)" section)

ViewSonic "A" Stock Product is defined as:

- Brand new, never been used products freshly received from factory in original packaging
- Packaging must be unopened (other than any cursory un-boxing/re-boxing for quality assurance inspection)

How long the warranty is effective:

1. ViewSonic Monitor carry a three (3) year limited warranty for parts, labor and LCD backlight from the purchase date. In order to receive warranty service, proof of purchase of the ViewSonic product is required. To obtain warranty service, please contact ViewSonic Customer Support.
2. ViewSonic Monitors are warranted with our LCD Pixel Performance Guarantee. Through this limited warranty, you are guaranteed high-quality screen performance with no more than the following improperly operating pixels, depending on the native panel resolutions.
 1. Panels with resolution smaller than 3840x2160: Three (3) improperly operating pixels with no more than two (2) bright or two (2) dark pixels.
 2. Panels with resolution 3840x2160 or higher: Eight (8) improperly operating pixels with no more than five (5) bright or five (5) dark pixels.

3. ViewSonic Projectors (unless otherwise specified) are warranted for three (3) years from the date of first consumer purchase for parts and labor and one (1) year limited lamp warranty. Lamp warranty is subject to terms and conditions, verification and approval. Applies to manufacturer's installed lamp only. All accessory lamps purchased separately are warranted for 90 days.
4. ViewSonic Desktop Virtualization products (unless otherwise specified) are warranted for three (3) year for parts and labor.
5. ViewSonic Large Format Display (LFD) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.*
6. ViewSonic ViewBoard Interactive Flat Panel display (IFP) products are warranted for three (3) years from the date of first consumer purchase for parts and labor.*
7. ViewSonic Digital Kiosks and Billboards (ePoster) Products are warranted for one (1) year from the date of first consumer purchase for parts and labor.*

*All 42" and larger ViewSonic Display Products will receive onsite services in the U.S. and Canada with the following exceptions:

- If the service location of the defective unit is over 40 miles outside a major metropolitan area. The customer will be responsible to ship/transport the covered Product to the designated repair center;
 - If a defective unit is determined by the ViewSonic Technical Support staff to be a panel defect, or ViewSonic's Technician is unable to resolve the problem on-site, a replacement unit will be dispatched from ViewSonic's warehouse to customer's ship-to location (front door deliveries only). It is customer's responsibility to pack and ship/transport the covered Product to the designated repair center.
8. ViewSonic Media Player products (unless otherwise specified) are warranted for one (1) year for parts and labor.
 9. ViewSonic Slot-In PC products are warranted for one (1) year for parts and labor.
 10. ViewSonic accessory products carry limited warranties. See the product page for additional detail by model.
 11. All brand new ViewSonic products carry a thirty (30) day "Dead on Arrival" ("DOA") warranty policy for the first consumer purchaser. A new replacement unit will be provided if the Product is found to be non-operational within thirty (30) days of purchase and freight shall be covered both ways by ViewSonic.

Who the warranty protects:

This warranty is valid only for the first consumer purchaser.

What the warranty does not cover:

- Any product on which the serial number has been defaced, modified or removed.
- Damage, deterioration or malfunction resulting from:
 - a) Accident, misuse, neglect, fire, water, lightning, or other acts of nature, unauthorized product modification, or failure to follow instructions supplied with the product.
 - b) Repair or attempted repair by anyone not authorized by ViewSonic.
 - c) Damage to or loss of any programs, data or removable storage media.
 - d) Software or data loss occurring during repair or replacement.
 - e) Any damage of the product due to shipment.
 - f) Removal or installation of the product.

- g) Causes external to the product, such as electric power fluctuations or failure.
 - h) Use of supplies or parts not meeting ViewSonic's specifications.
 - i) Normal wear and tear.
 - j) Failure of owner to perform periodic product maintenance as stated in User Guide, such as cleaning of user-cleanable projector filters.
 - k) Any other cause which does not relate to a product defect.
 - l) Damage caused by static (non-moving) images displayed for lengthy periods of time (also referred to as image burn-in).
 - m) Software - Any third-party software included with the product or installed by the customer.
 - n) Hardware/Accessories/Parts/Components - Installation of any unauthorized hardware, accessories, consumable parts or components (e.g. Projector Lamps).
 - o) Damage to, or abuse of, the coating on the surface of the display through inappropriate cleaning as described in product User Guide.
 - p) The Product sold and labeled as "AS IS*", "WITH ALL FAULTS" or similar disclaimer, including replacement of missing parts or accessories from those sales, or purchased through an unauthorized online seller.
- Removal, installation, and set-up service charges, including wall-mounting of product.

How to obtain service:

- **For general service support information, including download drivers, check RMA status, and FAQs, please visit us at <https://www.viewsonic.com/us/customer-service/>**
- **To obtain warranty service please start here: www.viewsonic.com/csform**

Limitation of implied warranties:

TO THE EXTENT ALLOWED BY LOCAL LAW, THIS PRODUCT IS PROVIDED TO YOU "AS IS" WITHOUT WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED. VIEWSONIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

Exclusion of damages:

VIEWSONIC'S LIABILITY IS LIMITED TO THE COST OF REPAIR OR REPLACEMENT OF THE PRODUCT.

VIEWSONIC SHALL NOT BE LIABLE FOR:

- 1) DAMAGE TO OTHER PROPERTY CAUSED BY ANY DEFECTS IN THE PRODUCT,
- 2) DAMAGES BASED UPON INCONVENIENCE, LOST PROFIT, LOST DATA OR DOWNTIME COSTS, LOSS OF USE OF THE PRODUCT, LOSS OF TIME, LOSS OF PROFITS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL, INTERFERENCE WITH BUSINESS RELATIONSHIPS, OR OTHER COMMERCIAL LOSS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 3) ANY OTHER DAMAGES, WHETHER DIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR OTHERWISE.

4) ANY CLAIM AGAINST THE CUSTOMER BY ANY OTHER PARTY.

Effect of local law:

This warranty gives you specific legal rights, and you may also have other rights which vary from locality to locality. Some localities do not allow limitations on implied warranties and/or do not allow the exclusion of incidental or consequential damages, so the above limitations and exclusions may not apply to you.

Sales outside the U.S.A. and Canada:

For ViewSonic products sold outside the U.S. and Canada, contact your ViewSonic dealer or your region for more warranty information and service for your country. Look up [our locations](#) here



September 6, 2018

Staples Contract & Commercial, LLC ("Staples")
500 Staples Drive
Framingham, MA 01702
Attn: Sean Greenberg
Email: sean.greenberg@staples.com

RE: Letter of Authorization

To Whom It May Concern:

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to certify that Staples is authorized to sell ViewSonic products as a registered member of ViewSonic's Finch ClubSM Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province. The contract between the parties entitles the reseller access to special programs and benefits offered by ViewSonic, including marketing and technical support and warranty.

ViewSonic's Dun and Bradstreet number is 17-770-7973.

ViewSonic's point of contact for qualifying product(s) submitted for this solicitation is:

ViewSonic Corporation
10 Pointe Drive
Brea, CA 92821
(909) 444-8888

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to Jeff Shapiro at 561-756-5018 or jeff.shapiro@viewsonic.com.

Sincerely,



Sung Yi
CFO

ViewSonic Corporation
10 Pointe Drive, Brea, CA 92821
<http://www.viewsonic.com>



MOUNT-IT!

Premium AV & Office Products

MI-373

Fireplace TV Mount

ENHANCE YOUR DISPLAY THE DIGITAL WAY



Mount-It! Fireplace TV Mount is specifically designed to be installed over a fireplace mantel. This TV mount solves the typical problem with fireplace TV installations: when mounted over the fireplace, the TV is too high for comfortable viewing. By utilizing a state of the art height adjustment mechanism, our mantel TV mount lowers your TV for viewing and raises it back up when not in use - letting you enjoy both your fireplace and your TV.

- Constructed from solid steel to safely and sturdily hold 154 lbs.
- Gas spring mechanism assists in lifting and lowering the TV.
- Full motion design - tilt, swivel, rotate
- for ultimate viewing experience.



A BETTER VIEWING EXPERIENCE. Tilt, swivel or rotate for comfort.

EASY INSTALLATION. All hardware included.

PREMIUM QUALITY. Built to last.

MI-373

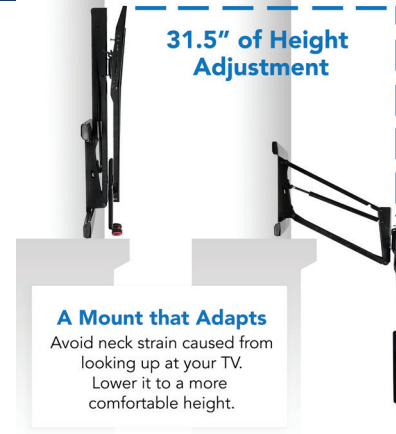
Fireplace TV Mount

ENHANCE YOUR DISPLAY THE DIGITAL WAY

MOUNT-IT.COM

Tel: 858.413.7670 • Fax: 858.762.3757

Email: sales@mount-it.com

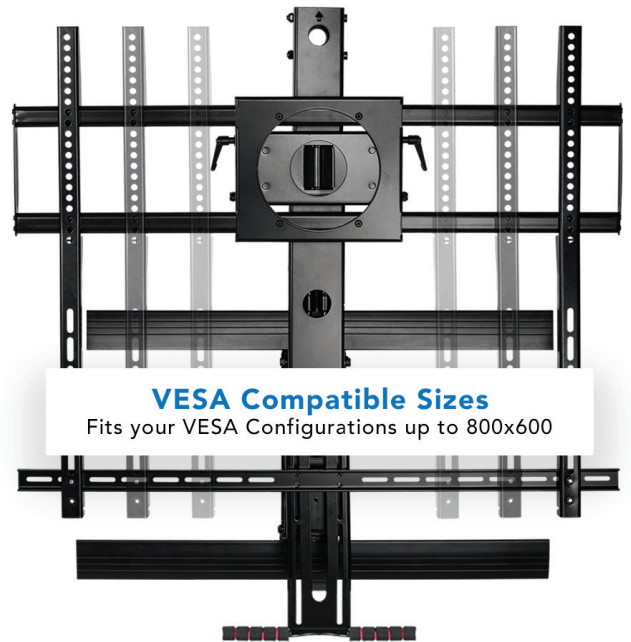


SPECIFICATIONS

FIREPLACE TV MOUNT

TV size range:	50" – 100"
Rotation:	+/-5°
Tilt:	-3°, +15°
Swivel:	+/-30°
VESA (millimeters):	200x200 – 800x600
Color:	Black
Load Capacity:	154 lbs

- Adjustable tilt and swivel offers maximum viewing flexibility
- Gas spring design for effortless movement
- Easy grip handle makes pull down a snap
- Folding design saves space
- Heavy load capacity
- Heavy-duty steel construction
- All hardware included for easy installation



MOUNT-IT!
Premium AV & Office Products



Staples Tech Proposal

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Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
20	IFP6550	Viewsonic 65in VIEWBOARD 4K ULTRA HD IFP FOR 65IN	EA	\$ 1,824.55	\$ 36,491.00
20	MI-373	Mount-It! Heavy Duty Mantel TV Mount Pull Down Mounting Bracket	EA	\$ 160.42	\$ 3,208.40
1		Wall Mounting Service	EA	\$ 12,444.44	\$ 12,444.44
	IFP-EW-60-02	ViewSonic Extended Warranty Extended service agreement - parts and labor (for display with 60"-69" diagonal size) - 2 years (4th/5th year) - on-site - for P/N: IFP6550-A, IFP6550-E1, IFP6550-E2, IFP6550-E3, IFP6560 **Included in the price of the Display.**			
Sales Tax for Reseda, CA of 9.5%					\$ 4,953.66
Total*					\$ 58,703.06

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 1,717.65

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence ,and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.

STAPLES

Business Advantage®

Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for LA County, CA of 9.5%			\$ 152.53
				Total*	\$ 1,758.09

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 55.10

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.



Staples Tech Proposal

Proposal for:	
Company:	Magnolia Science Academy
Contact:	Rasul Monoshev
Phone:	
Email:	rmonoshev@magnoliapublicschools.org
Valid Date:	3/6/2019
Expires:	5/31/2019

Staples	
Date:	3/5/2019
Staples Contact:	Jonathan Knight
Phone:	() -
Email:	0
Notes:	

Qty.	Part No.	Product Description	UOM	Unit Price	Extended Price
		Per Request- this is the cost of installation separated out by request			
1		Wall Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 738.89	\$ 738.89
1		Cart Mounting Service- qty 1 unit for IPF7550 and 6560	EA	\$ 866.67	\$ 866.67
		Sales Tax for San Diego, CA of 7.75%			\$ 124.43
				Total*	\$ 1,729.99

*Tax, eWaste and freight charges are additional where applicable

Notwithstanding anything to the contrary, Seller reserves the right to adjust pricing proportionate with the impact of tariffs, customs or duties imposed on the Products.

You can lease this with monthly payments of \$ 54.22

Leasing Options: Staples can help you overcome budget constraints, avoid obsolescence, and reduce upfront cost by leasing your IT assets. Please contact your Staples representative to learn more or to receive a customized lease quote for any upcoming purchase.

Pricing is valid for effective dates above and is otherwise subject to change. This proposal is confidential and meant for the client recipient above, any unauthorized review, use, disclosure or distribution is prohibited. Leasing Offer: 36 Mo FMV lease, your actual payment may vary. Lease subject to customer credit approval and lessor terms & conditions. Not all customers may qualify. Other restrictions may apply.

Agilant Solutions, Inc.

3 Seaview Blvd.
Port Washington, NY 11050



Magnolia Public Schools

Date

March 5, 2019

Services Performed By:

Agilant Solutions, Inc.
("Subcontractor")

This Statement of Work No. 201901-398175 (hereinafter the "SOW") is entered into as of March 5, 2019 ("SOW Effective Date") and is attached to, and made a part of, that certain Request for Proposal Response dated as of March 6, 2019 (the "Agreement") by and between Magnolia Public Schools ("Client") and Staples Contract & Commercial LLC ("Staples"). Subcontractor, as a subcontractor to Staples, will perform the services specified in this SOW in accordance with the terms herein. Staples acknowledges that it shall remain liable for the performance of this SOW by Subcontractor.

The terms of the Agreement are incorporated by reference into this SOW. Any capitalized terms not defined in this SOW shall have the meanings ascribed to them in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of this SOW shall govern and prevail. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Project Description

Staples was asked to submit a Statement of Work to Client for the installation of interactive displays at two (2) of the Client's locations.

Addresses for the locations are as follows:

- MSA (1) - 18220 Sherman Way, Reseda; CA, 91335
- MSA (8) - 6411 Orchard Avenue; Bell, CA 90201

Staples was also asked to submit a Statement of Work to Client for the installation of interactive displays at ten (10) additional sites, to be utilized if the additional sites require any services up to June 30th, 2020.

Address for the locations are as follows:

- 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 6525 Estrella Ave., San Diego, CA 92120

Some or all of the Deliverables under this SOW shall be provided by Subcontractor. Any reference to the Subcontractor in this SOW will be provided on behalf of Staples.

Scope of Work

Client desires the following scopes at MSA (1):

- **Option 1:** Twenty (20) 75" display and wall mount - mounting service labor.
- **Option 2:** Twenty (20) 75" display and a stand on a wheel.
- **Option 3:** Twenty (20) 65" display and wall mount - mounting service labor.
- **Option 4:** Twenty (20) 65" display and a stand on a wheel.

Project is estimated to take up to ten (10) days if technicians are allowed to work full eight (8) hour days during normal business hours.

Client desires the following scopes at MSA (8):

- **Option 1:** Six (6) 75" display and wall mount - mounting service labor.
- **Option 2:** Six (6) 75" display and a stand on a wheel.
- **Option 3:** Six (6) 65" display and wall mount - mounting service labor.
- **Option 4:** Six (6) 65" display and a stand on a wheel.

Project is estimated to take up to three (3) days if technicians are allowed to work full eight (8) hour days during normal business hours.

Client desires the following scopes at the ten (10) additional sites up to June 30th, 2020:

- **Option 1:** One (1) 75" display and wall mount - mounting service labor.
- **Option 2:** One (1) 75" display and a stand on a wheel.
- **Option 3:** One (1) 65" display and wall mount - mounting service labor.
- **Option 4:** One (1) 65" display and a stand on a wheel.

Project is estimated to take up to four (4) hours if technicians are allowed to work full eight (8) hour days during normal business hours.

Part No.	Product Description
IFP7550	Viewsonic 75IN VIEWBOARD 4K INTERACTIVE PANEL WITH 20-POINT
IFP6560	Viewsonic 65IN VIEWBOARD 4K ULTRA HD IFP WITH INGLASS
VB-STND-001	ViewSonic VB-STND-001 Cart (mount bracket) for interactive flat panel / LCD display - for ViewSonic CDE5561, CDE6561; ViewBoard IFP5550, IFP6550,
MI-373	Mount-IT TV Tilt Mount

Subcontractor Responsibilities

All tasks listed under Scope of Work are Subcontractor responsibilities

Client Responsibilities

- Provide project specific documentation, guides and configuration information.
- Provide technicians access to all areas required for successful installation/implementation.
 - Delayed access to installation areas may result in additional change ordered cost.
- Provide all hardware/software/materials required to complete the installation:
 - All mounts, screws, bolts and hardware required to fix wall mounts.
 - Low voltage cable, connectors and terminations.
 - Any wall prep needed for heavy screens that requires backing (wood behind mounting wall).
 - Any lift rentals for high ceilings will be Client's responsibility
- Prepare site and onsite contacts for technician arrival and installation accommodations.
- Ensure all hardware is onsite in dedicated install room prior to technician arrival.
- Provide a dedicated site contact for issue resolution and completion sign off.

Pricing

MSA (1):

Service: OPTION 1 & 3	Cost
Wall-mount twenty (20) 65" or 75" interactive displays to drywall	\$12,444.44
Service: OPTION 2 & 4	Cost
Assemble twenty (20) active stands/mobile carts. Mount twenty (20) 65" or 75" interactive displays onto carts	\$15,000.00

Travel for two (2) technicians limited to ten (10) visits each have been included in pricing. If trips exceed 10 visits, Client will be charged \$50.00 per additional visit, per technician.

MSA (8):

MSA-8 Service: OPTION 1 & 3	Cost
Wall-mount six (6) 65" or 75" interactive displays to drywall	\$4,188.89
MSA-8 Service: OPTION 2 & 4	Cost
Assemble six (6) active stands/mobile carts. Mount six (6) 65" or 75" interactive displays onto carts	\$4,750.00

Travel for two (2) technicians limited to three (3) visits each have been included in pricing. If trips exceed 3 visits, Client will be charged \$50.00 per additional visit, per technician.

Additional Locations:

MSA-8 Service: OPTION 1 & 3	Cost
Wall-mount one (1) 65" or 75" interactive displays to drywall	\$738.89
MSA-8 Service: OPTION 2 & 4	Cost
Assemble one (1) active stands/mobile carts. Mount one (1) 65" or 75" interactive displays onto carts	\$866.67

Travel for two (2) technicians limited to one (1) visit each have been included in pricing. If trips exceed 1 visit, Client will be charged \$50.00 per additional visit, per technician.

Our pricing includes all: limited travel, scheduling, administrative, project management and logistics costs. It is based on the information you provided and is contingent upon following this scope. Any deviation from the equipment list and understood scope of work to complete this scope will result in additional costs.

*Out of scope hourly rates (starting at \$84.00 per hour per technician) are applied to activity outside the agreed upon SOW and out of the control of the technician and/or service provider. Examples include, but are not limited to, site access delay, equipment not onsite, network connectivity issues or configurations not applied by the installation technician.

Limitation of Liability: In no event shall the liability of Staples arising in connection with or under this SOW (whether under the theories of breach of contract, tort liability, misrepresentation, fraud, warranty, negligence, strict liability or any other theory of law) exceed the purchase price of the services and the SOW.

Limitation of Damages: Client shall in no event be entitled to, and Staples shall not be liable for indirect, special, incidental or consequential damages of any of any nature, including, but not limited to, loss of profit, promotional and/or manufacturing expenses, overhead, injury to reputation and/or loss of customers.

Assumptions/Exclusions

- This scope & pricing assumes non-union labor.
- Business hours: Monday through Friday 9:00am to 5:00pm local time.
- After hours rates begin at 5:00pm and end at 8:00am local time.
- Weekends and holidays will increase business hour prices.
- This quote is for labor only and includes no materials outside of industry standard consumables.
- This SOW and quote assumes Client walls are drywall with metal or wood studs. Any structural issues will result in scope and quote change.
- SOW was prepared without surveying the site. No information regarding the school structure (pictures, ceiling heights, wall types) were provided. SOW assumes school is of standard structure.
- Modifications or changes to the equipment list or statement of work may result in additional costs or a change of project price.
- Cancellation of services by the Client within 24 hours of the scheduled service are subject to fee of up to 50% percent of the total project cost.
- Quote is valid for 30 days from the quote date.
- Pricing for the ten (10) additional locations is valid through June 30th, 2020

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A Project Change Request Email (PCR) will be the vehicle for communicating change. The PCR must describe the change, the rationale for the change, and the effect the change will have on the project.
- The designated Project Manager of the requesting party (Staples or Client) will review the proposed change and determine whether to submit the request to the other party.
- Both Project Managers will review the proposed change and approve it or reject it. Subcontractor and Client will mutually agree upon any charges for such proposed change, if any. If the change is authorized, the Client Project Manager will confirm via email, which will constitute approval for the project change charges. Staples will invoice Client for any such charges.

Acceptance

Each Deliverable or the completion of each described service covered by this SOW shall be subject to the following Acceptance Procedure:

- This SOW (with any Change Order) shall be the exclusive source of the criteria for whether any Deliverable or Service has been completed.
- Upon presentation of each Deliverable or completion of the Services or a defined phase thereof, Staples shall notify Client in writing. Presentation of a Deliverable constitutes notice of completion of that Deliverable and any Services performed in its creation. Any invoice concerning all or the final installment of any fees for Services in this SOW shall constitute notice of completion of the Services itemized on such invoice.
- Except when a longer review and acceptance period is provided in the Timeline in this SOW, Client shall have five (5) business days to review the completed Deliverable or to evaluate the completed Service. At the end of such period, Client shall either accept or reject the Service or Deliverable. Client shall not unreasonably reject or fail to accept a Deliverable or Service.
- If Client rejects a Deliverable or Service, Client shall provide a written notice specifically detailing each deficiency in the Deliverable or Service to enable correction by Subcontractor. Subcontractor shall have five (5) days to correct and re-deliver any rejected Deliverable or Service. If correction will reasonably require longer than 5 days, Subcontractor, upon notice, shall be entitled to extend this period as may be reasonably necessary so long as corrective work has commenced within the 5-day period. When the Deliverable or Service is re-submitted, this procedure will again apply thereto.
- If Client fails to respond within the permitted time, the Deliverable or Service shall be deemed Accepted.

- Rejection of any Deliverable shall not entitle Client to refund or return of any Fees paid in relation to any previously Accepted Service or Deliverable.
- It is expressly understood by Subcontractor that Client shall not be required to compensate Subcontractor for costs incurred by Subcontractor in correcting deficiencies attributable to Subcontractor's failure to perform the work in accordance with this SOW (with any Change Order).
- Terms and Conditions - https://www.staples.com/sbd/content/help-center/policies-and-legal.html#10008_10

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be effective as of the day, month and year first written above.

MAGNOLIA PUBLIC SCHOOLS

STAPLES CONTRACT & COMMERCIAL LLC

By:

By:

Name:

Name:

Title:

Title:



VIA EMAIL

March 4, 2019

Digital Synergy Consulting, Inc.
15021 Ventura Blvd #501
Sherman Oaks, CA 91403
Attn: Ken Hagopian
Email: ken@dsc.la

Subject: Letter of Authorization

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to confirm that Digital Synergy Consulting, Inc. ("Reseller") is an authorized ViewSonic reseller under ViewSonic's Finch ClubSM Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province and maintain good financial and partnership standings. The contract between the parties entitles Reseller access to special programs, pricing and benefits, including marketing, technical and warranty support offered by ViewSonic.

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to your ViewSonic Sales Representative.

Sincerely,

A handwritten signature in black ink, appearing to read "Sung Yi".

Sung Yi
CFO

ViewSonic Corporation
Ten Pointe Drive, Brea, CA 92821
<http://www.viewsonic.com>

MAGNOLIA PUBLIC SCHOOLS

ATTN: Rasul Monoshev

MSA 1_8 Projector Bid

We appreciate the opportunity to bid on your project.

SPIN # 143036385 – Digital Synergy Consulting, Inc.
FRN # 0024370165
DIR # 1000012855
CSLB C10 License # 1011924
CA Business License Entity #: C2824489
CA Small Business Certification ID: 1757859
LA County Small Business Certification #: 1757859
City of Los Angeles Small Business Certification # SLB – 3155

Bidding Company:

Digital Synergy Consulting, Inc.
15021 Ventura Blvd #501
Sherman Oaks, CA 91403

Contact:

Ken Hagopian
818.647.9900 x210
ken@dsc.la



Capabilities Statement:

Digital Synergy is an IT consulting company located in Los Angeles, CA. We have implemented a number of high-density multi-building and multi-floor networks for both educational institutions and other enterprises. We have the experience to put in networks that work, and the tools to validate the design. We are HP, Brocade, Cisco, Meraki, Aruba and Ruckus partners.

We have spearheaded 1 to 1 initiatives for schools, and assist them in the design of their networks, wireless infrastructure, servers, and google apps.

We have been providing network services since 2006

Project Scope and assumptions:

We have also included some alternative options for the ViewSonic Interactive flat panel displays.

Interactive Displays:

- We have quoted both ViewSonic models as requested by the school
- We have quoted the mounts requested by the school
- We have quoted the ViewSonic trolley cart as well.

** The school has requested part number IFP6560 which is not typical used in EDU. We have quoted it as requested but also quoted the IFP6550 which is generally used in EDU. We can have a call with the ViewSonic engineer for clarification on the differences.

Warranty for 4th and 5th Year INCLUDED.

** We can lease all this equipment as well so payments can be spread out over multiple years.



Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6550	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP6550-E1 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP6550-E1 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$1,875.00	\$37,500.00
		Subtotal:	\$37,500.00
		Sales Tax:	\$2,906.25
		Total:	\$40,406.25

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6550 WITH Cart Bundle	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP6550-E2 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB-STND-001 Mobile trolley cart IFP6550-E2 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,189.00	\$43,780.00
		Subtotal:	\$43,780.00
		Sales Tax:	\$3,392.95
		Total:	\$47,172.95

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6560 *** This unit NOT typically used in EDU ***	\$0.00	\$0.00
20.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$54,400.00
		Subtotal:	\$54,400.00
		Sales Tax:	\$4,216.00
		Total:	\$58,616.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP6560 *** This unit NOT typically used in EDU *** With Cart	\$0.00	\$0.00
20.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$54,400.00
20.00	VIEWSONIC : Featuring a convenient storage tray and an included mounting bracket, the VB-STND-001 is a mobile trolley cart ideal for ViewSonic commercial displays, and ViewBoard interactive flat panel displays. VB-STND-001	\$400.00	\$8,000.00
		Subtotal:	\$62,400.00
		Sales Tax:	\$4,836.00
		Total:	\$67,236.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP7550	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP7550-E1 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP7550-E1 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,800.00	\$56,000.00
		Subtotal:	\$56,000.00
		Sales Tax:	\$4,340.00
		Total:	\$60,340.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Viewsonic IFP7550 Cart Bundle	\$0.00	\$0.00
20.00	VIEWSONIC : ViewBoard IFP7550-E2 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB- STND-001 Mobile trolley cart IFP7550-E2 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$3,150.00	\$63,000.00
		Subtotal:	\$63,000.00
		Sales Tax:	\$4,882.50
		Total:	\$67,882.50

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Hovertrack	\$0.00	\$0.00
20.00	Track Technology Systems Hovermount Flat Panel Mount, height adjustable up to 125 lbs.	\$400.00	\$8,000.00
1.00	Shipping LTL	\$750.00	\$750.00
		Subtotal:	\$8,750.00
		Sales Tax:	\$620.00
		Total:	\$9,370.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 1 Installation	\$0.00	\$0.00
20.00	Mounting of equipment	\$165.00	\$3,300.00
		Subtotal:	\$3,300.00
		Sales Tax:	\$0.00
		Total:	\$3,300.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6550	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP6550-E1 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP6550-E1 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$1,875.00	\$11,250.00
		Subtotal:	\$11,250.00
		Sales Tax:	\$871.88
		Total:	\$12,121.88

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

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 Reseda, CA 91335
 United States

 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6550 WITH Cart Bundle	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP6550-E2 bundle includes the following items: - ViewBoard IFP6550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB-STND-001 Mobile trolley cart IFP6550-E2 VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,189.00	\$13,134.00
		Subtotal:	\$13,134.00
		Sales Tax:	\$1,017.89
		Total:	\$14,151.89

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6560 *** This unit NOT typically used in EDU ***	\$0.00	\$0.00
6.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$16,320.00
		Subtotal:	\$16,320.00
		Sales Tax:	\$1,264.80
		Total:	\$17,584.80

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP6560 *** This unit NOT typically used in EDU *** With Cart	\$0.00	\$0.00
6.00	VIEWSONIC : 65inch ViewBoard 4K Interactive Flat Panel with InGlass Technology IFP6560. Pricing expires on 6/1/19 *** This unit NOT typically used in EDU *** VIEWSONIC : 60 -69inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,720.00	\$16,320.00
6.00	VIEWSONIC : Featuring a convenient storage tray and an included mounting bracket, the VB-STND-001 is a mobile trolley cart ideal for ViewSonic commercial displays, and ViewBoard interactive flat panel displays. VB-STND-001	\$400.00	\$2,400.00
		Subtotal:	\$18,720.00
		Sales Tax:	\$1,450.80
		Total:	\$20,170.80

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 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP7550	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP7550-E1 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - WMK-047-2 wall mount IFP7550-E1 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$2,800.00	\$16,800.00
		Subtotal:	\$16,800.00
		Sales Tax:	\$1,302.00
		Total:	\$18,102.00

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Date: _____

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Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18238 Sherman Way
Reseda, CA 91335
United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Viewsonic IFP7550 Cart Bundle	\$0.00	\$0.00
6.00	VIEWSONIC : ViewBoard IFP7550-E2 bundle includes the following items: - ViewBoard IFP7550 4K Interactive display - LB-WIFI-001 Wireless AC adapter - VB- STND-001 Mobile trolley cart IFP7550-E2 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year	\$3,150.00	\$18,900.00
		Subtotal:	\$18,900.00
		Sales Tax:	\$1,464.75
		Total:	\$20,364.75

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Prepared for: Rasul Monoshev
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 Reseda, CA 91335
 United States

 rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA 8 Hovertrack	\$0.00	\$0.00
6.00	Track Technology Systems Hovermount Flat Panel Mount, height adjustable up to 125 lbs.	\$400.00	\$2,400.00
1.00	Shipping LTL	\$750.00	\$750.00
		Subtotal:	\$3,150.00
		Sales Tax:	\$186.00
		Total:	\$3,336.00

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Quantity	Description	Unit Price	Ext. Price
1.00	Note: MSA 8 Installation	\$0.00	\$0.00
6.00	Mounting of equipment	\$165.00	\$990.00
		Subtotal:	\$990.00
		Sales Tax:	\$0.00
		Total:	\$990.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Similar Project Experience & References:

1. **La Canada Unified School District** – Wireless network upgrade. Replaced existing and added new access points. Certified existing cabling, installed new cabling. Indoor and outdoor access points. Also performed a heatmap to validate wireless network. District wide project
 - a. Jamie Lee Lewsadder - Director of IT
 - b. (818) 486-8963 - JLewsadder@lcsud.net
2. **Campbell Union School District** – Network upgrade - District wide Cat 6 cabling 12 School sites.
 - a. Trevor Walker
 - b. (408) 364-4200 x7161 - TWalker@campbellusd.org
3. **City of Inglewood** – City Libraries & Park Wi-Fi: Cabling and certification in all city libraries, installation of Ruckus Access points, HP Switches and SonicWALL firewall devices. Heatmaps, and testing of the entire environment. Park wireless installation.
 - a. Chris Eckhard
 - b. (310) 412-5534 - cleckhard@cityofinglewood.org
4. **Oak Park Unified School District** – District wide replacement of access points with Ruckus equipment. Assistance in configuration. Project duration Compressed time table 2 weeks.
 - a. Enoch Kwok - Director of Technology
 - b. (818) 735-3201 - ekwok@opusd.org
5. **Magnolia Science Academy Public Schools** – New school construction. IDF. MDF, cabling, fiber cabling, installed access points, projectors, security cameras, PA system.
 - a. Rasul Monoshev IT Director
 - b. (714) 892-5066 x102 - rmonoshev@magnoliapublicschools.org
6. **Sherman Indian High School – Bureau of Indian Education** – Campus wide cabling throughout 10 buildings. Network certification, Design and installation of wireless access points throughout the campus, including wireless support for outdoor gather areas. Installation and configuration of HP switches. Wireless heatmap and validation. Project compressed time frame 2 weeks.
 - a. Terry Longenecker IT Coordinator or Lorna Hoffs
 - b. (951) 276-6325 - Terry.Longenecker@BIE.EDU or Lorna.Hoffs@bie.edu
7. **Multicultural Learning Center**: Multiple Projects over multiple years – cabling site wide, replacing aging equipment with new HP switches, Ruckus wireless controller, and Ruckus access points. Create VLANS, reconfigure network, implement high density campus wide wireless network, test, validate, and train. New building construction.
 - a. Saira Salazar-Martinez
 - b. (818) 716-5783 ext. 222 - saira@mlccharter.org
8. **The Archer School for Girls**: Multiple projects over multiple years – cabling school wide, replace aging Switches with new switches, wireless controller, and Access points. Create VLANS as required, implement high density campus wide wireless network, test, validate, train. Multiple Project starting from 2009
 - a. John Chen - Director of Information Technology
 - b. (310) 873-7068 - johnchen@archer.org
9. **MEND (Meet each need with Dignity)**: Multiple projects over many years since 2008. Cabling site wide, replace network switches in multiple locations, implement new firewalls in multiple locations, virtualization of servers, implemented new phone system.
 - a. Scott Mikels - Chief Financial Officer
 - b. (818) 686-7353 - scott@mendpoverty.org



Digital Synergy will implement a robust, easy to and secure network system.

We look forward to providing your organization excellent service to aid in the stability and growth of your school.

We appreciate the opportunity to bid on your project.

Ken Hagopian
CEO
Digital Synergy Consulting, Inc.





CAL WEST VISUALS, INC.

Quote 481

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

Joseph@calwestvisual.com

EFFECTIVE FROM: March 6, 2019

May 5, 2019

Customer Rasul Monoshev

rMonoshev@magnoliapublicschools.org

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 11,184.96
6.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 2,460.00
6.00	Install	Install wall mount and mount display	300.00	\$ 1,800.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,296.27
			Shipping	200.00
				16,947.23



CAL WEST VISUALS, INC.

Quote 482

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

Joseph@calwestvisual.com

EFFECTIVE FROM: March 6, 2019

May 5, 2019

Customer Rasul Monoshev

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250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 37,283.20
20.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 8,200.00
20.00	Install	Install wall mount and mount display	300.00	\$ 6,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	4,320.90
			Shipping	550.00
				56,374.10



CAL WEST VISUALS, INC.

Quote 483

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

Joseph@calwestvisual.com

EFFECTIVE FROM: March 6, 2019

May 5, 2019

Customer Rasul Monoshev

rMonoshev@magnoliapublicschools.org

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 37,283.20
20.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 7,640.00
20.00	Install	Build rolling cart and install display	250.00	\$ 5,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	4,267.70
			Shipping	-
				54,210.90



CAL WEST VISUALS, INC.

Quote 484

Joe Sweigart

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May 5, 2019

Customer

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CA Small Business Cert# 21611

Magnolia Science Academy

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Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6550	65" Viewsonic Viewboard	1,864.16	\$ 11,184.96
6.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 2,292.00
6.00	Install	Build rolling cart and install display	250.00	\$ 1,500.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,280.31
			Shipping	-
				16,263.27



CAL WEST VISUALS, INC.

Quote 485

Joe Sweigart

PO Box 53571

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May 5, 2019

Customer Rasul MonoshevrMonoshev@magnoliapublicschools.org

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 54,810.80
20.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 7,640.00
20.00	Install	Build rolling cart and install display	250.00	\$ 5,000.00
20.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,932.83
			Shipping	-
				73,403.63



CAL WEST VISUALS, INC.

Quote 486

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Customer

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Magnolia Science Academy

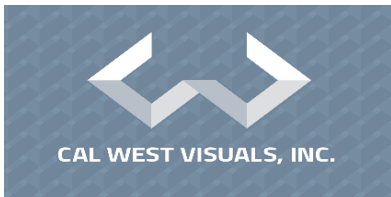
250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 16,443.24
6.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 2,292.00
6.00	Install	Build rolling cart and install display	250.00	\$ 1,500.00
6.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,779.85
			Shipping	-
				22,021.09



Quote 487

Joe Sweigart

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May 5, 2019

Customer Rasul Monoshev
rMonoshev@magnoliapublicschools.org
Magnolia Science Academy
250 E 1st St, Suite 1500
Los Angeles, CA, 90012
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 16,443.24
6.00	DWM60100XX	Tripp Lite Display Wall Mount Swivel/Tilt	140.00	\$ 840.00
6.00	Install	Install wall mount and mount display	300.00	\$ 1,800.00
6.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,641.91
			Shipping	-
				20,731.15



CAL WEST VISUALS, INC.

Quote 488

Joe Sweigart

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May 5, 2019

Customer Rasul Monoshev

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Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp7550	75" Viewsonic Viewboard	2,740.54	\$ 54,810.80
20.00	DWM60100XX	Tripp Lite Display Wall Mount Swivel/Tilt	140.00	\$ 2,800.00
20.00	Install	Install wall mount and mount display	300.00	\$ 6,000.00
20.00	IFP-EW-70-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,473.03
			Shipping	-
				69,103.83



Quote 542

Joe Sweigart

PO Box 53571
Irvine, CA, 92619
513.404.9354

Joseph@calwestvisual.com

EFFECTIVE FROM: March 6, 2019
May 5, 2019

Customer Rasul Monoshev
rMonoshev@magnoliapublicschools.org
Magnolia Science Academy
250 E 1st St, Suite 1500
Los Angeles, CA, 90012
213-362-9588

CA Small Business Cert# 21611

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Labor	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1.00	Install	Install wall mount and mount display	300.00	\$ 300.00
1.00	Install	Build rolling cart and install display	250.00	\$ 250.00
		*Pricing for MSA Interactive RFP		
			Tax 9.5%	
			Shipping	-
				550.00



CAL WEST VISUALS, INC.

Quote 545

Joe Sweigart

PO Box 53571

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May 5, 2019

Customer

Rasul Monoshev

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Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 15,793.32
6.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 2,292.00
6.00	Install	Build rolling cart and install display	250.00	\$ 1,500.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,718.11
			Shipping	-
				21,309.43



CAL WEST VISUALS, INC.

Quote 546

Joe Sweigart

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May 5, 2019

Customer Rasul Monoshev

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CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 52,644.40
20.00	VB-STND-001	Viewsonic Rolling Trolley Cart	382.00	\$ 7,640.00
20.00	Install	Build rolling cart and install display	250.00	\$ 5,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,727.02
			Shipping	-
				71,031.42



CAL WEST VISUALS, INC.

Quote 547

Joe Sweigart

PO Box 53571

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513.404.9354

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EFFECTIVE FROM: March 6, 2019

May 5, 2019

Customer Rasul MonoshevrMonoshev@magnoliapublicschools.org

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Magnolia Science Academy

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Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
20.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 52,644.40
20.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 8,200.00
20.00	Install	Install wall mount and mount display	300.00	\$ 6,000.00
20.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 20.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	5,780.22
			Shipping	550.00
				73,194.62



CAL WEST VISUALS, INC.

Quote 548

Joe Sweigart

PO Box 53571

Irvine, CA, 92619

513.404.9354

Joseph@calwestvisual.com

EFFECTIVE FROM: March 6, 2019

May 5, 2019

Customer Rasul Monoshev

rMonoshev@magnoliapublicschools.org

CA Small Business Cert# 21611

Magnolia Science Academy

250 E 1st St, Suite 1500

Los Angeles, CA, 90012

213-362-9588

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	DUE DATE
Joe Sweigart	Magnolia Viewsonic	Ground	Ground with liftgate	As scheduled	As scheduled

QTY	ITEM #	DESCRIPTION	UNIT PRICE	LINE TOTAL
6.00	ifp6560	65" Viewsonic Viewboard inGlass	2,632.22	\$ 15,793.32
6.00	Hovermount	Hovermount Flat Panel Mount	410.00	\$ 2,460.00
6.00	Install	Install wall mount and mount display	300.00	\$ 1,800.00
6.00	IFP-EW-60-02	Viewsonic 4/5 year extended warranty	1.00	\$ 6.00
1.00	PD	1 hour of PD completed by a former teacher	-	\$ -
			Tax 9.5%	1,734.07
			Shipping	200.00
				21,993.39



VIA EMAIL

March 4, 2019

Cal West Visuals, Inc.
23 Agave
Lake Forest, CA 92630
Attn: Joseph Sweigart
Email: joseph@calwestvisual.com

Subject: Letter of Authorization

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

This letter is to confirm that Cal West Visuals, Inc. ("Reseller") is an authorized ViewSonic reseller under ViewSonic's Finch ClubSM Reseller Partner Program. In order to become a member of this program, the reseller must submit documentation demonstrating to ViewSonic's satisfaction that they are licensed to conduct business in a particular state or province and maintain good financial and partnership standings. The contract between the parties entitles Reseller access to special programs, pricing and benefits, including marketing, technical and warranty support offered by ViewSonic.

By providing this letter, ViewSonic does not intend to be legally bound by the terms and conditions of any Request for Proposal, Request for Quotation, Contract, or any other legally binding document.

Any questions relating to ViewSonic's products should be directed to your ViewSonic Sales Representative.

Sincerely,

Sung Yi
CFO

ViewSonic Corporation
Ten Pointe Drive, Brea, CA 92821
<http://www.viewsonic.com>



February 25, 2019

Alpha Solutions
14320 Ventura Blvd., Suite 507
Sherman Oaks, CA 91423
Attn: Loren Greenshields
Email: Loren@alphaav.com

Subject: Letter of Authorization

ViewSonic Corporation ("ViewSonic") is a worldwide provider of Visual Display Technology™ products under the brand name of ViewSonic®. ViewSonic does not have a reseller authorization program, as its products are generally available through distribution on the open market to all resellers.

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Any questions relating to ViewSonic's products should be directed to Lacey Patnella at Lacey.Patnella@viewsonic.com.

Sincerely,

Sung Yi
CFO

ViewSonic Corporation
Ten Pointe Drive, Brea, CA 92821
<http://www.viewsonic.com>



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO833

75" and 65" Viewsonic cart Install only

Quotation Date:

03/06/2019 23:20:16

Salesperson:

Loren Greenshields

Expiration Date:

04/05/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
*Install - Assemble and test Mobile trolley cart. Attach 65" or 75" ViewSonic to mount and adjust. Test and calibrate. (Two techs required due to size and weight) Alpha Solutions is C7 licensed and only uses our in house certified installers. COI by request.	1.000	200.00		\$ 200.00
Subtotal				\$ 200.00
Total				\$ 200.00



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Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: _____ Date: _____

To Order:

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy:

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions:

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

TERMS AND CONDITIONS FOR SALE OF GOODS:

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.
8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.
10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
12. Risk of Loss. The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.
13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.
14. Termination. Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.
15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
16. Assignment. Neither party may assign this agreement without the prior written consent of the other party.



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Tel: 949-415-2000

info@alphaav.com

<http://www.alphaav.com>

17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

20. Entire Agreement. Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.



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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO832

75" and 65" Viewsonic Install only

Quotation Date:

03/06/2019 23:01:01

Salesperson:

Loren Greenshields

Expiration Date:

04/05/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
*Install - Install WMK-047-2 on flat drywall, must have two(2) wood/metal studs available at 16" on center. Attach 75" or 65" ViewSonic to mount and adjust. Test and calibrate. (Two techs required due to size and weight) Alpha Solutions is C7 licensed and only uses our in house certified installers. COI by request.	1.000	225.00		\$ 225.00
Subtotal				\$ 225.00
Total				\$ 225.00



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http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: _____ Date: _____

To Order:

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy:

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions:

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

TERMS AND CONDITIONS FOR SALE OF GOODS:

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.
8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.
10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
12. Risk of Loss. The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.
13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.
14. Termination. Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.
15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
16. Assignment. Neither party may assign this agreement without the prior written consent of the other party.



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17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO758

MSA1 65" Viewsonic with Hovermount

Quotation Date:

02/06/2019 01:57:50

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	20.000	2,028.00	Sales Tax	\$ 40,560.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 75 inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[Hovermount] Hovermount Flat Panel Mount, height adjustable up to 125lbs	20.000	430.00		\$ 8,600.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for ViewSonic	1.000	0.00	Sales Tax	\$ 0.00
Subtotal				\$ 49,160.00
Taxes				\$ 3,853.20
Total				\$ 53,013.20

14320 Ventura Boulevard, #507
Sherman Oaks CA 91423

PROVIDING SOLUTIONS FOR
THE WAY YOU WORK.

1



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info@alphaav.com

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Signature: _____ Date: _____

To Order:

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17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

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Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO760

MAS1 65" Viewsonic with rolling cart

Quotation Date:

02/06/2019 02:03:38

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	20.000	2,028.00	Sales Tax	\$ 40,560.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 70inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	20.000	0.00	Sales Tax	\$ 0.00
[VB-STND-001] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	20.000	388.00	Sales Tax	\$ 7,760.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
Subtotal				\$ 48,320.00
Taxes on \$ 48,320.00				\$ 4,590.40

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Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

<http://www.alphaav.com>

Total

\$ 52,910.40



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: _____ Date: _____

To Order:

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy:

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions:

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

TERMS AND CONDITIONS FOR SALE OF GOODS:

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.
8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.
10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
12. Risk of Loss. The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.
13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.
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15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO755

MSA 1 75" Viewsonic with Hovermount

Quotation Date:

02/06/2019 00:37:38

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP7550] ViewSonic 75" ViewBoard VIEWBOARD 75IN TCH LED LCD DISP 4K HDMI	20.000	3,100.00		\$ 62,000.00
[IFP-EW-70-02] IFP-EW-70-02 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	20.000	0.00		\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	20.000	0.00		\$ 0.00
[Hovermount] Hovermount Flat Panel Mount, height adjustable up to 125lbs	20.000	430.00		\$ 8,600.00
NOTE: ViewSonic 75" is 128.97lbs - Manufacturer states this is within acceptable range up to +10lbs				
*Install - Install Hovermount on flat drywall, must have two(2) wood/metal studs available at 16" on center. Attach 75" ViewSonic to mount and adjust. Test and calibrate. (Two techs required due to size and weight) Alpha Solutions is C7 licensed and only uses our in house certified installers. COI by request.	20.000	225.00		\$ 4,500.00
ViewSonic training - 1 hour INCLUDED	1.000	0.00		\$ 0.00
Shipping - Free shipping for ViewSonic - Mount only shipping	1.000	550.00		\$ 550.00

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Tel: 949-415-2000

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<http://www.alphaav.com>

Subtotal \$ 75,650.00

Total \$ 75,650.00



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Signature: _____ Date: _____

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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO757

MSA1 75" Viewsonic with rolling cart

Quotation Date:

02/06/2019 01:42:47

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
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[VB-STND-001] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	20.000	388.00	Sales Tax	\$ 7,760.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
Subtotal				\$ 69,760.00
Taxes on \$ 69,760.00				\$ 6,627.20

14320 Ventura Boulevard, #507
Sherman Oaks CA 91423

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Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

<http://www.alphaav.com>

Total

\$ 76,387.20



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: _____ Date: _____

To Order:

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<http://www.alphaav.com>

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18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

20. Entire Agreement. Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO766

MSA8 65" Viewsonic with Hovermount

Quotation Date:

02/06/2019 19:55:46

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	6.000	2,028.00	Sales Tax	\$ 12,168.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 75 inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[Hovermount] Hovermount Flat Panel Mount, height adjustable up to 125lbs	6.000	430.00	Sales Tax	\$ 2,580.00
NOTE: ViewSonic 75" is 128.97lbs - Manufacturer states this is within acceptable range up to +10lbs				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for ViewSonic - Mount only shipping	1.000	178.00	Sales Tax	\$ 178.00
Subtotal				\$ 14,926.00
Taxes on \$ 14,926.00				\$ 1,401.06

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info@alphaav.com

<http://www.alphaav.com>

Total

\$ 16,327.06



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: _____ Date: _____

To Order:

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy:

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions:

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

TERMS AND CONDITIONS FOR SALE OF GOODS:

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.
8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.
9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.
10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.
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13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.
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15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.
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<http://www.alphaav.com>

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Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO767

MSA8 65" Viewsonic with rolling cart

Quotation Date:

02/06/2019 19:59:38

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP6550] ViewSonic 65" ViewBoard Viewsonic 65" Viewboard	6.000	2,028.00	Sales Tax	\$ 12,168.00
[IFP-EW-65-02] IFP-EW-65-02 VIEWSONIC : 65- 70inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[VB-STND-001] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	6.000	388.00	Sales Tax	\$ 2,328.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
Subtotal				\$ 14,496.00
Taxes on \$ 14,496.00				\$ 1,377.12

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Total

\$ 15,873.12



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Tel: 949-415-2000

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The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: _____ Date: _____

To Order:

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http://www.alphaav.com

Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO761

MSA8 75" Viewsonic with wall mount WMK-047-2

Quotation Date:

02/06/2019 02:23:39

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP7550] ViewSonic 75" ViewBoard VIEWBOARD 75IN TCH LED LCD DISP 4K HDMI	6.000	3,100.00	Sales Tax	\$ 18,600.00
[IFP-EW-70-02] IFP-EW-70-02 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
WMK-047-2 Viewsonic Commercial display wall mount 75" interactive display. INCLUDED IN BOARD PRICE	1.000	0.00	Sales Tax	\$ 0.00
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for ViewSonic	1.000	0.00	Sales Tax	\$ 0.00
Subtotal				\$ 18,600.00
Taxes on \$ 18,600.00				\$ 1,767.00
Total				\$ 20,367.00

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17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

18. Choice of Law; Venue. This agreement and all of the rights and obligations of the parties hereto, are governed by the laws of the State of California. The parties agree that any and all lawsuits shall be filed in the County of Los Angeles. All disputes shall be submitted to non binding mediation prior to the filing of any lawsuit.

19. Authority. Buyer represents and warrants that (i) it has the full right, power, and authority to enter into this agreement and perform all of the obligations herein, and (ii) the person signing on behalf of buyer has the complete power and authority to bind the buyer to this agreement.

20. Entire Agreement. Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

Magnolia Public Schools

250 E. 1st Street

Los Angeles CA 90012

Quotation # SO765

MSA8 75" Viewsonic with rolling cart

Quotation Date:

02/06/2019 19:51:47

Salesperson:

Loren Greenshields

Expiration Date:

03/08/2019

DESCRIPTION	QUANTITY	UNIT PRICE	TAXES	AMOUNT
[IFP7550] ViewSonic 75" ViewBoard VIEWBOARD 75IN TCH LED LCD DISP 4K HDMI	6.000	3,100.00	Sales Tax	\$ 18,600.00
[IFP-EW-70-02] IFP-EW-70-02 VIEWSONIC : 70- 79inch Interactive Display Extended On-Site Repair Warranty for 4th and 5th Year INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[LB-WIFI-001] LB-WIFI-001 Wifi card INCLUDED IN BOARD PRICE	6.000	0.00	Sales Tax	\$ 0.00
[VB-STND-001] VB-STND-001 Mobile Trolley Cart, ADA compliant for ViewBoard interactive flat panel displays.	6.000	388.00	Sales Tax	\$ 2,328.00
MAGNOLIA PUBLIC SCHOOLS ONLY				
ViewSonic training - 1 hour INCLUDED	1.000	0.00	Sales Tax	\$ 0.00
Shipping - Free shipping for all ViewSonic products	1.000	0.00	Sales Tax	\$ 0.00
Subtotal				\$ 20,928.00
Taxes on \$ 20,928.00				\$ 1,988.16

14320 Ventura Boulevard, #507
Sherman Oaks CA 91423PROVIDING SOLUTIONS FOR
THE WAY YOU WORK.

1



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

<http://www.alphaav.com>

Total

\$ 22,916.16



Alpha Solutions, Inc.

Tel: 949-415-2000

info@alphaav.com

http://www.alphaav.com

The above prices, specifications, and conditions are satisfactory and are hereby accepted. Alpha is authorized to do the work as specified. The signature on this contract is evidence of acceptance of all terms and conditions within.

Signature: _____ Date: _____

To Order:

For existing customers, please submit a copy of the approved quotation along with a PO and/or deposit/payment (check or credit card authorization), in accordance with your pre-set credit terms, to SALES@alphaav.com . For new customers, please contact your Sales Representative to discuss payment options, or to setup credit terms.

Return Policy:

Product must be returned within 30 days of invoice date and be in new factory fresh condition along with original packaging. Restocking fees and freight charges will apply. These prices may not include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material unless specifically listed above.

Additional Terms and Conditions:

By accepting this quote, you agree to the Terms and Conditions below. Past due invoices are subject to a 1.5% monthly interest charge.

TERMS AND CONDITIONS FOR SALE OF GOODS:

1. Quote. These terms and conditions are deemed incorporated into the attached quote for goods and/or services ("Quote"). This Quote will remain open for thirty (30) days. Upon buyer's acceptance of the Quote, whether verbally or in writing, buyer will become bound to the Quote and the terms and conditions set forth herein. In the event that buyer submits a purchase order with additional terms and conditions, then buyer's additional terms and conditions shall not become part of the agreement between the parties unless Alpha Solutions Inc. ("Seller") acknowledges receipt of such in writing and the parties each sign an amendment to this agreement.
2. Goods. Seller agrees to sell and buyer agrees to buy the goods described in the Quote or which comply with buyer's written specifications ("Goods").
3. Payment. Buyer will promptly pay all sums upon tender of delivery, but in no event later than thirty (30) days after the invoice date. All late payments shall incur a service charge in the amount of one and a half percent (1.5%) per month and a late fee equivalent to one and a half percent (1.5%) of the total amount invoiced. Any deviation from quoted specifications requested by buyer will require management approval which will be provided in writing upon approval.
4. Shipping. Goods are sold F.O.B. destination, title and risk remain with Seller until goods are delivered to the location specified in the contract.
5. Taxes. Prices are subject to all federal, state and local excise, sales, use and similar taxes, if any.
6. Delivery. The delivery of Goods will be made, in single or multiple lots, as specified herein and will be made on or before the date specified herein, or within a reasonable time thereafter. The delivery schedule hereof shall be considered extended by a period of time equal to the time lost because of any delay, which is due to causes beyond Seller's reasonable control. All installments will be separately invoiced and paid as billed without regard to future deliveries. Failure to pay for any installment when due shall excuse Seller from making further deliveries. Delay in delivery of any installment shall not relieve buyer of its obligation to accept remaining installments. All claims for delay shall be deemed waived, unless presented to Seller in writing within ten (10) days after delivery of each shipment. The Goods shall be delivered to the place identified in the Quote.



7. Shipment Under Reservation. Seller will maintain title and the right of possession in the Goods sold until payment thereof is made by buyer.

8. Packaging. Seller/Manufacturer will determine the type of container and arrange for suitable packaging for domestic transport and delivery of the Goods, and charges related thereto are included in the price for the Goods set forth herein and will be paid by Seller.

9. Warranty. Standard manufacturer warranties apply on all applicable products. For a period of ninety (90) days after delivery, the services will be free from defects in material and workmanship under normal use as intended. Seller's sole liability under the foregoing warranty, at Seller's sole election, is limited to replacement of Goods, repair of defects, or refund of the purchase price. Service and maintenance agreements can be included as an additional contract to any quote, but must be done in writing.

10. DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS SET FORTH ABOVE, SELLER MAKES NO WARRANTIES OF ANY KIND EITHER EXPRESS OR IMPLIED REGARDING THE GOODS. SELLER EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO THE PARTIES, BUYER AGREES TO LIMIT SELLER'S TOTAL LIABILITY TO BUYER AND ANY OTHER THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES, COSTS, EXPENSES, JUDGMENTS, OR OBLIGATIONS WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' AND EXPERTS' FEES AND COSTS, FROM ANY CAUSE OR CAUSES, SUCH THAT SELLER'S TOTAL LIABILITY TO THOSE NAMED ABOVE SHALL NOT EXCEED THE TOTAL COMPENSATION PAID TO SELLER UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY INCLUDES, BUT IS NOT LIMITED TO, ALLEGATIONS OR PROOF OF NEGLIGENCE, INDEMNITY, BREACH OF CONTRACT, STRICT LIABILITY, OR WARRANTY OR ANY OTHER CONTRACT OR TORT CLAIM PLEAD. SELLER SHALL NOT BE LIABLE, AND BUYER HEREBY WAIVES ANY AND ALL CLAIMS, FOR CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, ECONOMIC LOSS DAMAGES, and PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, DOWNTIME, LOST SAVINGS, COST OF PROCESSING, INJURY TO GOODWILL, REPRODUCTION COSTS, ETC) RELATING IN ANYWAY TO THIS AGREEMENT.

12. Risk of Loss. The risk of loss of the Goods shall pass to buyer as soon as the Goods are tendered to buyer. In the event the Goods are destroyed or damaged, in whole or in part, prior to the time the risk of loss passes to buyer, this agreement shall be voided and buyer excused from all obligations hereunder. If the loss is partial, buyer shall have the right to accept that portion of the Goods which conform to the agreement.

13. Rejected Goods. In the event buyer rejects any shipment of the Goods, and elects to accept only a part thereof, it is agreed that the portion of Goods rejected shall be returned to Seller within thirty (30) days of the invoice date and shall be at the expense and risk of buyer. Seller shall have the right in its discretion either to replace the rejected Goods or to refund the purchase price applicable thereto. All returns shall be subject to a re-stocking fee of twenty five percent (25%) of the purchased price of the products being returned and freight charges will apply.

14. Termination. Seller may, in its sole discretion, terminate this agreement and/or refuse to make any further deliveries, if buyer (i) fails to comply with any of these terms and conditions, (ii) becomes insolvent, (iii) violates any law, regulation or ordinance which may govern the sale, handling or disposition of any of the Custom Goods, (iv) makes any assignment for the benefit of creditors, or (v) is adjudged bankrupt.

15. Buyer's Remedies. In the event of a breach of this agreement by Seller, buyer's right to damages shall be limited to the difference between the contract and the market price of the Goods, and buyer shall not have the right to "cover" and fix damages by contracting for substitute Goods.

16. Assignment. Neither party may assign this agreement without the prior written consent of the other party.



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17. Force Majeure. Seller shall not be responsible for delays in delivery or any failure to deliver due to causes beyond Seller's reasonable control including, but not limited to, acts of God, war, mobilization, civil commissions, riots, embargoes, domestic or foreign governmental regulations or orders, fires, floods, strikes, lockouts and other labor difficulties, or shortages of or inability to obtain shipping space or transportation.

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20. Entire Agreement. Once accepted, these terms and conditions, along with the Quote, constitute the entire agreement between buyer and Seller with respect to the Goods and may not be modified except by a writing signed by both parties.



ELB's Proposal To:

Magnolia Public Schools Magnolia Science Academy-1 and Magnolia Science Academy-8 Interactive Display Need

March 6, 2019

From

Jason Bruce and Christina Tehrani
Education Consultants
ELB US. Inc.
11155 Knott Ave. Suite B
Cypress, CA 90630
(714) 458-1567
j.bruce@elbglobal.com
c.tehrani@elbglobal.com



Google for Education
Partner



Commercial in Confidence

The information contained in this document is 'Commercial in Confidence' and the property of ELB US Inc. ("ELB").

The information contained herein has been provided for the sole purpose of assessing ELB's ability to undertake the project described.

Provision of this information should not be construed as a licence to copy or communicate this information to a third party without the express permission of ELB.

February 6, 2019

Rasul Monoshev
MPS IT Director
Magnolia Public Schools



ELB | CREATE. COMMUNICATE. COLLABORATE.

Dear Mr. Monoshev,

ELB US Inc. (“ELB”) is pleased to present Magnolia Public Schools (“MPS”) this proposal for *Interactive Flat Panel Displays & Accessories*.

As one of the world’s largest audio visual systems integration companies, we believe we have the experience, scale, commitment, and track record of success to deliver the products and services required in a manner which will exceed MPS’s expectations.

ELB is the exclusive distributor of Prowise Interactive Flat Panels in North America. With the distribution of Prowise comes a superior training and professional development plan that sets us apart from other audio visual integrators. ELB Education consists of credentialed teachers who have a passion for creating active learning spaces that center around teaching and learning first.

Our Prowise solution will be supported from end-to-end. Professional development, content creation seminars, and RMA equipment on-site are just a few of our support activities. With over 30 years of providing this type of support schools just like MPS, we are confident in our ability to help you succeed.

Contained in this proposal are the following:

- ELB company profile
- Description, pricing and technical brochures for our proposed classroom technology
- ELB’s support capabilities, services, and nominated staff for MPS
- Customer references and project profiles of similar size or interest

We hope the following information demonstrates ELB’s capability for delivering high quality, large scale implementations, and gives Magnolia Public Schools an understanding of the superior experience they can expect by working with us.

Yours sincerely,

Jason Bruce, M.Ed
Education Consultant
ELB US Inc.
Ph: 714-458-1567

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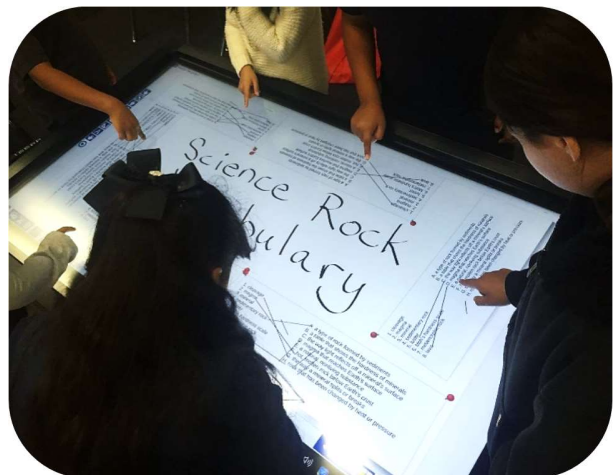
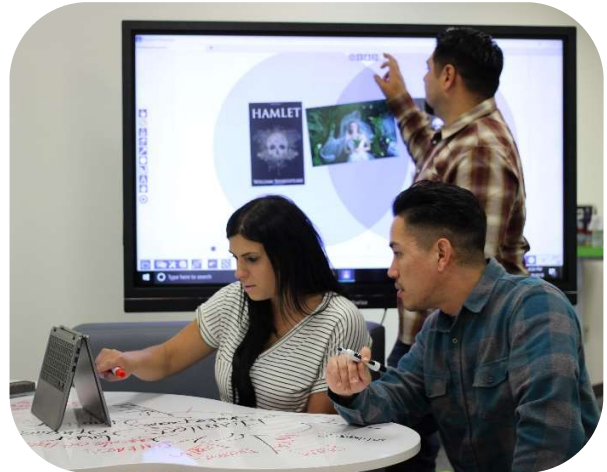
Why Prowise? Why ELB?



ELB

CREATE.
COMMUNICATE.
COLLABORATE.

WHY PROWISE?



FLEXIBLE TECHNOLOGY FOR FLEXIBLE LEARNING

Today's classrooms are changing. Students are in pods, modular desks get shuffled around, and there is no "front of the room." Why invest in fixed technology when everyone else around it is flexible? Our Prowise bundles were designed with this type of mobile, flexible classroom in mind.

- **Combine a high-resolution interactive panel with an All-in-One mobile lift system, built-in pc module, and speakers and you have the most flexible, value-added classroom collaboration tool**
- **A single power cord is all that's required to create an engaging learning space anywhere in the class**
- **Tilting the panel into a drafting table creates a unique learning station, whereas putting the lift into table mode is the ultimate group collaboration device**

INNOVATIONS FOR TODAY'S CLASSROOM

Prowise interactive flat panels offer the most advanced set of features which combine to maximize functionality, safety, and value in the classroom.

- **Superior built-in speakers ensure rich audio can be heard in all corners of the classroom**
- **Prowise Reflect enables wireless content sharing with up to four teacher or student devices**
- **Multiple panel inputs and intelligent switching simplifies integration requirements**

THE CLOUD SETS YOU FREE

The industry move towards a software subscription model has been a negative experience. IT Managers across the country are now plagued with quarterly updates and software deployments, for very little educational gain. With Prowise Presenter cloud-based software, these challenges and issues are removed.

- **A cloud-based solution removes the need for IT involvement and provides a tool that can be accessed from any internet-enabled device**
- **A "pro account" license for Prowise Presenter will be provided to every teacher**
- **With unlimited cloud storage, teachers and students can store and retrieve content without hassle**
- **All data stored in the cloud is on US soil in compliance with leading certification and privacy standards**

STUDENT ENGAGEMENT THROUGH DEVICES

iPads, Chromebooks, laptops, and smart phones are seeing their way into today's classroom at an exponential rate. Prowise ProConnect software easily connects and integrates these devices right into the learning environment.

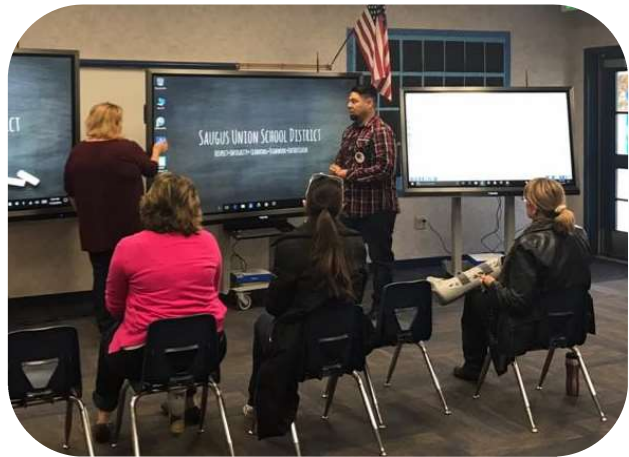
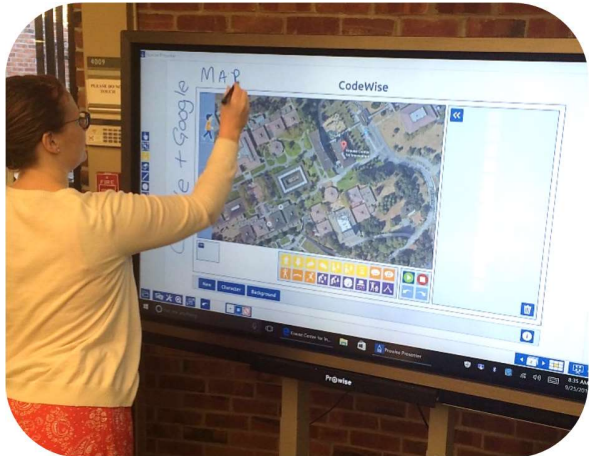
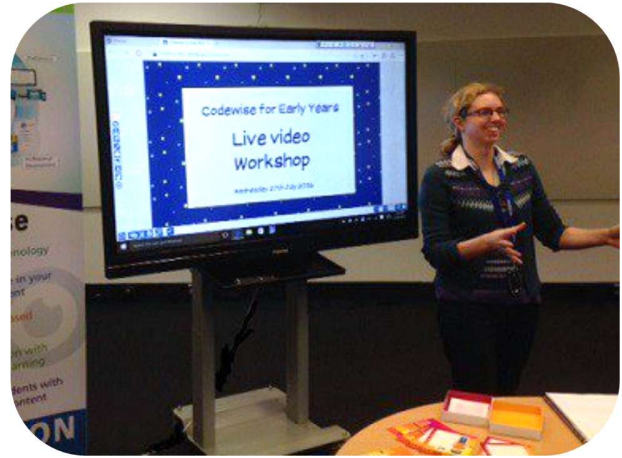
- **Any internet-enabled student device can participate in collaborative, assessment or game-based activities**
- **This level of integration and interaction enhances the value of the student device and provides a great platform between the classroom display and the students**

QUALITY AND REASSURANCE WITH A 5-YEAR WARRANTY

The standard warranty for interactive technology was set years ago by the major interactive whiteboard companies. However, we believe the move to interactive flat panels should warrant better coverage and better value. Prowise has set the new bar for safety, security and quality technology.

- **Prowise is committed to safety and security, resulting in products that are highly durable, with special safety and security features currently unmatched in the market**
- **Schools can enjoy complete piece of mind and reassurance that their technology investment is sound**

WHY ELB?



LOCALIZED SUPPORT FROM EXPERIENCED EDUCATION CONSULTANTS

ELB has always recognized the importance of having Educators speak to Educators. As a result, our education “sales team” has always been made up of classroom trained teachers who advise, and consult based on their own personal experiences. These are our Education Consultants, and they:

- **Have relevant experience with technology rollouts of all sizes**
- **Build trusted relationships through a consultative approach within all levels of the school or district**
- **Own the sales cycle from the initial evaluation to the delivery of professional development and training**
- **Are local and can provide an unsurpassed level of support and expertise to schools and districts**

MANY LESSONS LEARNED

Throughout our over 30 years of history, ELB has witnessed many successful, and in some cases, unsuccessful attempts at education technology integration. These lessons now form the core strategy by which our teams embrace and deliver service to our customers. The key components include:

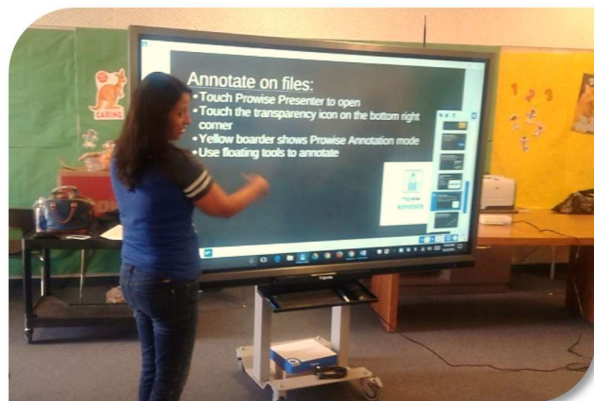
- **Solution Selling – Deliver solutions which offer real value for money, don’t just sell “products”**
- **Quality Products – Offer our education customers technologies which are innovative, have industry-leading designs, and an unmatched warranty**
- **Professional Development – Ensure all our education customers are supported by certified teachers who provide an exceptional level of training, professional development, and customer service**

A PROVEN TRACK RECORD

One of our most recent large bid awards came from the Saugus Union School District in Santa Clarita, CA. After a two-year evaluation process, the decision was made and ALL classrooms in ALL District schools were outfitted with Prowise interactive flat panels, mobile lift systems and PC modules by the end of November 2016. All 425 systems were delivered, installed, and commissioned by ELB within just a few short months.

“The growth of technology in our classrooms has allowed us to change the way we teach and the way we ensure the growth of the entire District, from teachers to students,” said Dr. Joan Lucid, Superintendent of Saugus Union School District. “Every student in every classroom in all of our schools will benefit from Prowise technology.”

For the six months that followed installation, ELB Education Consultants worked closely with District TOSAs (teachers on special assignment) to create and deliver a customized District-wide training program which to this day has ensured the successful integration of Prowise hardware and software across schools.



Company Overview



ELB

CREATE.
COMMUNICATE.
COLLABORATE.

BACKGROUND

ELB US Inc. (“ELB”) is one of the world’s leading providers of education technology and furniture solutions. For more than 30 years, we have successfully executed over 125,000 projects for a variety of clients across a diverse range of industries. We have been a key supplier and partner to thousands of corporate, government and education customers across the United States, Australia, and Canada.



ELB has established the knowledge, methodologies, and systems to deliver state-of-the-art solutions that typically exceed client expectations. Through a combination of organic growth and acquisition, we have grown significantly over the years, yet continue to provide a level of service and support currently unmatched in the industry. Our products, services, and support facilities are diverse and comprehensive, ensuring we can meet the varied needs of our clients any time, any place, and in any way. We have the experience, scale, commitment, support, and track record of success to offer our customers a risk-free solution.

- **Experience** – We have been successfully supplying audio visual, visual collaboration and unified communications solutions to enterprise, government and education clients for over three decades. Our certified engineers, designers, programmers, project managers, CAD drawers, installers, and service technicians are backed by an extensive in-house project tracking system managing all aspects of the customer experience.
- **Scale** – We are a financially stable, debt-free business with over \$100 million annual turnover. We have both the scale and resources to provide our clients with a comprehensive, peace-of-mind solution.
- **Commitment** – Nearly all of our 15 offices and 3 major warehouses are located in company-owned and operated buildings– demonstrating a commitment to the markets in which we serve.
- **Support** – We offer comprehensive technical support to all our clients through our National Service and Support Help Desk, staffed by qualified, full-time audio visual and video conferencing engineers. At the local level, our technical specialists offer post-project operational support, as well support for the ongoing maintenance of technology assets.
- **Success** – Headquartered in Pleasanton, CA, with a regional office located in Cypress, CA, we have become a trusted and reliable audio visual provider to many well-known global companies as well as colleges and K12 school districts. We have a proven track record of success and an established infrastructure, management base and staffing level to support projects big and small.

MISSION AND PURPOSE

Mission: We strive to provide world class integrated solutions and services to the enterprise, government and education sectors.

We CREATE.

We create the highest quality solutions for all our clients in the education, enterprise and government sectors. We **work with many of the world's most popular and leading-edge suppliers to provide the best range of options for creating the most ideal collaborative environments.** We also draw on the collective expertise of our diverse team to offer fresh ideas and innovative approaches.

We COMMUNICATE.

With offices in the United States, Australia, and Canada, we are unique in our industry— **we possess the skills, knowledge and infrastructure to support our customers globally, regionally, and locally.** Our network and capabilities are global, yet our focus and track-record in delivering superior results, one customer and one location at a time, is unsurpassed.

We COLLABORATE.

At the core of our business we understand that every customer is unique. **What differentiates ELB is our end-to-end collaborative and comprehensive approach— from initial consultation right through to design, installation, training and maintenance.** Our goal is to partner with you to discover and implement new ways to work, learn and collaborate more effectively.

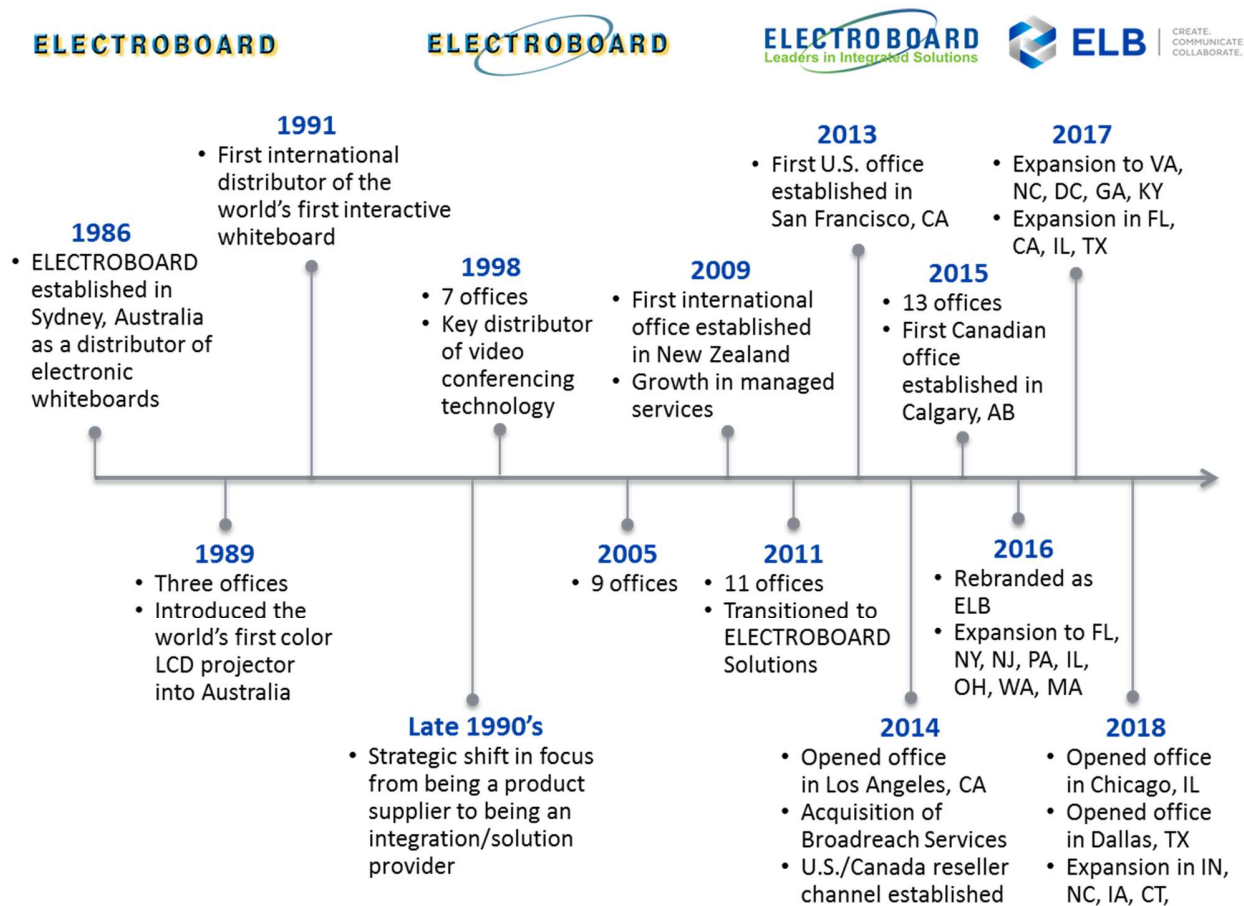
HISTORY

ELB has a long and successful history providing leading-edge collaboration solutions to our customers around the world. Since our establishment in 1986, we have successfully opened 15 branch offices and three major warehouse facilities across four countries. We have also acquired and incorporated several businesses to continually expand and augment our product and service line offerings.

Today, we are pleased to be an “all-in-one provider” of products and services to support all stages of the technology lifecycle: from initial consultation and design to implementation, training, and ongoing service and support. ELB continues to grow, and future expansion, particularly within the continental United States, is imminent.

ELB has been providing innovative technology and furniture solutions to the education community since 1986. We count thousands of schools, learning centers, training facilities, and other educational facilities across the world as our customers.

An overview of ELB’s history is outlined in the timeline below:



U.S. OPERATIONS

ELB officially commenced operations in the United States in 2012 and since that time we have significantly grown our national footprint. The majority of this growth has been propelled by an increasing demand for our education solutions and services, as well as Preferred Supplier Agreements with several well-known global technology companies. While we continue to expand nationally, our national service center and product warehouse remains located in Pleasanton, CA. To date, our U.S. operations includes:

- 95+ employees
- 20 locations with more to come
- Approx. 20,000 sq. ft. of warehouse space
- Eight service and installation vans
- 12 fleet vehicles
- 25 Education Consultants, 10 Project Managers, 8 System Engineers, 3 Programmers, 8 Installers, 10+ subcontracted installers
- Services provided include sales, engineering and design, installation, project management, documentation and training, technical support, marketing, human resources, finance, purchasing, shipping and receiving, and warehousing.

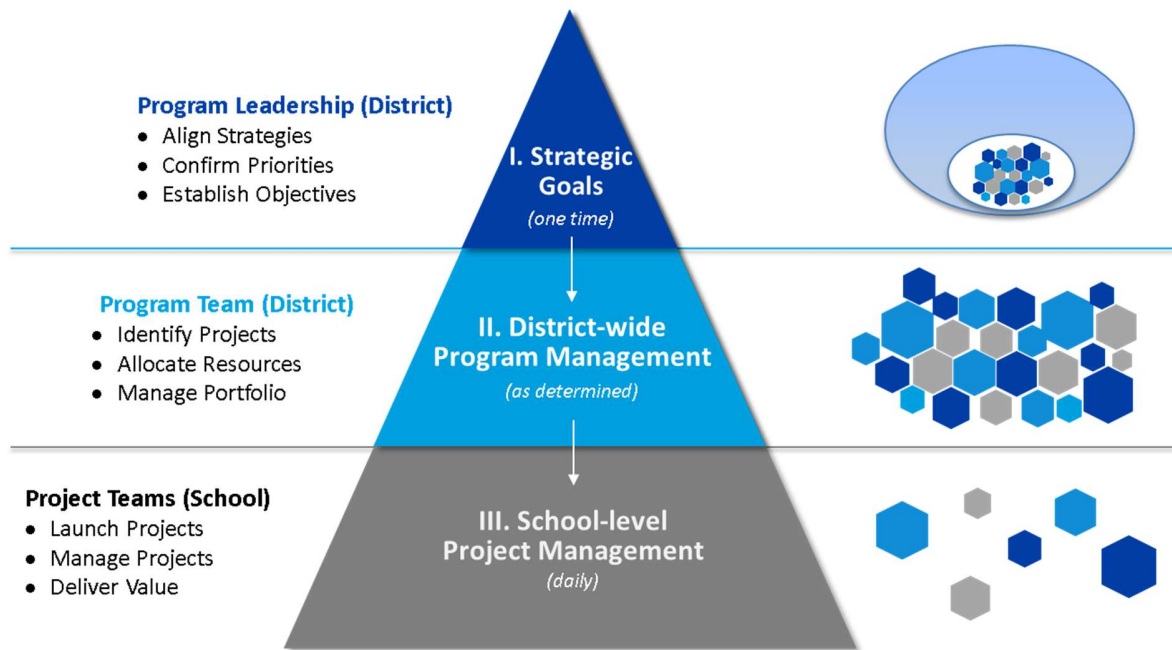


LOCAL OPERATIONS

ELB has established a **major regional office in Cypress, CA**. Located **just minutes from Magnolia Public Schools**, our local office can provide the full scope of professional audio-visual sales and support services. Our Cypress location also serves as the **technical support hub** for our entire national company, as well as a secondary **warehouse facility**. This means that we will be able to provide prompt sales and exceptional technical support services to MPS whenever required and can hand-deliver products to all schools in a very short period of time.

SCHOOL MANAGEMENT APPROACH

When working with our large school district customers, we take a multi-tiered approach to maximize the benefits and ensure a positive, value-added relationship. We envision a similar partnership with Magnolia Public Schools, where collaboration at each school and project level will be key for success.



PROGRAM (SCHOOL) MANAGEMENT

It is ELB’s desire to become a trusted, knowledgeable, quality advisor not only to school personnel, but also to the principals, teachers and students within each school. It is our goal to engage at both the District and school levels to understand needs, expectations, and constraints so that the value we provide reaches far beyond just the delivery of goods and services. In that way, we seek to support initiatives, processes, and goals at multiple levels and across multiple locations. We call this our “program” or holistic management approach.



While the majority of implementation projects are likely to occur in a school setting, we do see value in offering MPS any or all of the following advisory and management services:

- *Review of existing systems and environments* – identification and evaluation of current technology including warranty coverage
- *Advisement* – recommendations on the retirement or replacement of out-of-warranty, end of life, and outdated technology
- *Scope management* – which locations, what products/services, what efficiencies can be achieved in people, processes, or technology
- *Procurement management* – where and how to deliver products, how to realize cost savings

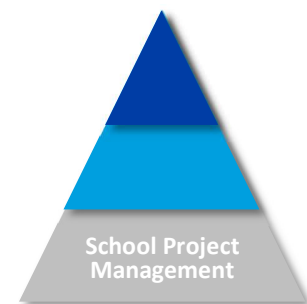
- *Implementation management* – who will provide installation, commissioning, training, service
- *Schedule/time management* – Timing and resource allocation
- *Cost management* – how to mitigate cost over-runs, how to reduce product/service costs
- *Quality management* – how, when, where to review product/service quality and ensure continuous improvement
- *Communication management* – what, when, how to communicate overall status to MPS school personnel (e.g. pending, in-flight, completed projects)
- *Risk management* – how, who, when to mitigate or resolve issues of risk
- *Financial management* – who, where, what is being purchased

We are very experienced in supporting Districts with the evaluation and subsequent roll-out of District-wide technology. In general, our first step is to formally meet with the appropriate District-level personnel to confirm the District's current and future technology plans, desires, needs and expectations. We will then work collaboratively to ensure our proposed plan for this program fully aligns with the District and to solidify the operational requirements that will ensure success. More details about this important first step, including the activities that are proposed to take place, can be found on the Implementation Roadmap that follows. Once the goals are clear, expectations are set and operational requirements are confirmed, we will then proceed to start engaging at the school level.

PROJECT (SCHOOL) MANAGEMENT

Role of the Education Consultant

To best support MPS, a local ELB Education Consultant will be assigned to perform day-to-day customer management. The role of the MPS EC is to work closely with each school to assess technology needs, to support the evaluation and purchase of technology, to work with internal ELB teams to successfully execute any large-scale roll-outs or integration projects, and to provide the necessary localized training and professional development support to ensure adoption success. The ELB EC will also be the key point person for any technical or warranty-related issues and escalate the need for any additional support to the ELB Technical Service team.



Project Management Methodology

Project management is a fundamental component of solution delivery at ELB. For every school technology project or implementation, we use several internal systems and communication methods, including several mobile apps, to ensure timely completion of activities and tasks, updates to project schedules, notification of any risks or issues, and accurate reporting.

If there are project delays or difficulties, regular project management meetings and a review of the project timeline can be done. ELB Project Managers use Microsoft Project as well as our comprehensive internal project tracking system ("PTS") to ensure all projects run smoothly.

Our delivery process for any classroom audio visual project that requires engineering, installation, white-glove delivery, technical integration or specialized logistics, will include a sequence of coordinated activities. An ELB Project Manager and Education Consultant will be assigned to the District and will be responsible for the successful execution of this upgrade program.

TRAINING AND PROFESSIONAL DEVELOPMENT

ELB UNIVERSITY (ELBU)

All of our interactive solutions are fully supported by a team of Education Consultants as part of our ELB University (ELBU) offering. These classroom-trained teachers are experts in incorporating key pedagogies and understand the steps to a successful classroom implementation. All of our learning modules are designed and delivered by our EC's and can be tailored to meet the educational goals of Magnolia Public Schools.



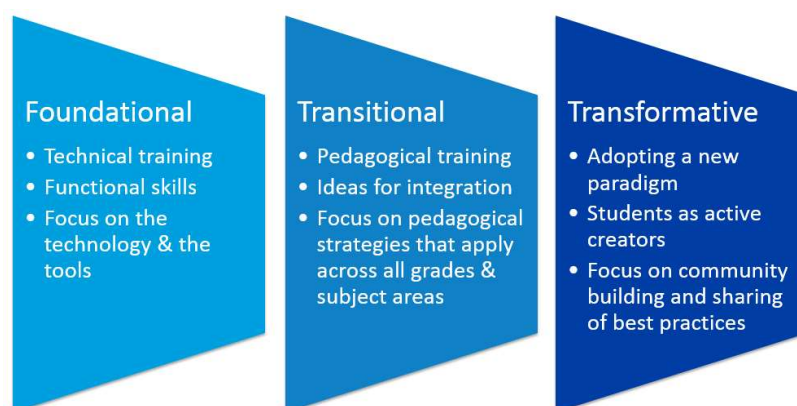
ELBU courses are not just about using education technology- they are about using the technology to promote quality teaching and to achieve curriculum outcomes effectively. These courses include hands-on activities to allow participants to master the skills covered and receive immediate feedback and support. All courses:

- Are delivered by teachers who have extensive experience using ICT in the classroom
- Assist teachers at all levels to use technology effectively within a pedagogical framework
- Include hands-on technology experiences
- Give practical ideas for teaching and learning
- Discuss real classroom scenarios and practical ideas
- Are designed by certified educators for educators
- Can be customized to suit your educational setting, learning needs or curriculum requirements

EDUCATION CONTENT

At ELB, we are proud to offer a wide range of foundational, transitional and transformative professional development options designed to help teachers gradually integrate new technologies into their everyday teaching practices.

- **Foundational PD** courses focus primarily on the acquisition of basic technical and functional skills required to successfully operate any new piece of technology.
- **Transitional PD** focuses on proven pedagogical strategies that are applicable across all grade levels and subject areas. This usually involves the sharing of specific classroom examples of how our solutions can be used most effectively to address key pedagogical initiatives.
- **Transformative PD** brings together the concepts acquired during foundational and transitional PD to affect a deep and lasting shift in teacher practice. This can involve the integration of other technologies, the facilitation of content creation seminars, the hosting of professional learning communities, etc.






Product Quotes, Product Details and Sample Installation schedule







ELB

CREATE.
COMMUNICATE.
COLLABORATE.




PROWISE PANEL BUNDLES AND REQUESTED QUOTATIONS



	Description	MPS Pricing
65" Touchscreen iPro Tilt Lift Bundle 	PROWISE 65" Touchscreen + iPro Tilt Bundle <ul style="list-style-type: none"> * Prowise 65" Touchscreen * Integrated PC Module * Prowise MOVE * iPro Tilt Lift System * Prowrite Ink * Dolby Audio Soundbar and 2.1 * Four Wide Area Microphones * 5 Year Onsite Warranty * Price is per bundle and Includes Freight, Onsite Delivery, Set Up and Sales Tax 	\$5,365
65" Touchscreen + Mobile Up and Down Lift 	PROWISE 65" Touchscreen + Mobile Lift Bundle <ul style="list-style-type: none"> * Prowise 65" Touchscreen * Integrated PC Module * Prowise MOVE * Mobile Lift System * Prowrite Ink * Dolby Audio Soundbar and 2.1 * Four Wide Area Microphones * 5 Year Onsite Warranty * Price is per bundle Includes Freight, Onsite Delivery, Set up and Sales Tax <p>*NOTE: This stand will be changing model names to the iPro Mobile Lift beginning in early to mid Spring 2019. MPS bid pricing will NOT be affected.</p>	\$5,255
65" Touchscreen +iPro Adjustable Wall Mount Bundle 	PROWISE 65" Touchscreen + iPro Height Adjustable Wall Mounted Lift Bundle <ul style="list-style-type: none"> * Prowise 65" Touchscreen * Integrated PC Module * Prowise MOVE * iPro Height Adjustable Wall Mount Lift System * Prowrite Ink * Dolby Audio Soundbar and 2.1 * Four Wide Area Microphones * 5 Year Onsite Warranty (Panel, Lift, PC Module) * Price is per bundle and Includes Freight, Onsite Delivery, Set Up and Sales Tax 	\$6,021

<p>65" Touchscreen Fixed Wall Mount</p> 	<ul style="list-style-type: none"> * Prowise 65" Touchscreen * Integrated PC Module * Prowise MOVE * Prowrite Ink * Dolby Audio Soundbar and 2.1 * Four Wide Area Microphones * 5 Year Onsite Warranty * Price is per panel and Includes Freight, Onsite Delivery, and Sales Tax 	<p>\$4,160</p>
<p>75" Touchscreen Mobile Height Adjustable Lift Bundle</p> 	<p>PROWISE ProLine 75" Ultra HD LED Multi-touchscreen</p> <ul style="list-style-type: none"> * Prowise 75" Touchscreen * Integrated PC Module * Prowise MOVE * DUO Up and Down Mobile Lift System * Prowrite Ink * Dolby Audio Soundbar and 2.1 * Four Wide Area Microphones * 5 Year Onsite Warranty * Price is per bundle and Includes Freight, Onsite Delivery, Set Up and Sales Tax <p>*NOTE: This stand will be changing model names to the iPro Mobile Lift beginning in early to mid Spring 2019. MPS bid pricing will NOT be affected.</p>	<p>\$6,350</p>

<p>75" Touchscreen Height Adjustable Wall Mount Bundle</p> 	<p>PROWISE 75" Touchscreen + iPro Height Adjustable Wall Mounted Lift Bundle</p> <ul style="list-style-type: none"> * Prowise 75" Touchscreen * Integrated PC Module * Prowise MOVE * iPro Height Adjustable Wall Mount Lift System * Prowrite Ink * Dolby Audio Soundbar and 2.1 * Four Wide Area Microphones * 5 Year Onsite Warranty * Price is per bundle and Includes Freight, Onsite Delivery, Installation and Sales Tax 	<p>\$7,116</p>
<p>75" Touchscreen Fixed Wall Mount</p> 	<p>Prowise 65" Touchscreen</p> <ul style="list-style-type: none"> * Integrated PC Module * Prowise MOVE * Prowrite Ink * Dolby Audio Soundbar and 2.1 * Four Wide Area Microphones * 5 Year Onsite Warranty * Price is per panel and Includes Freight, Onsite Delivery, and Sales Tax 	<p>\$4,830</p>
<p>Installation of Panel on Height Adjustable Wall Mount (only applies to mounting Prowise panels)</p>	<p>Price Includes iPro Height Adjustable Lift System and Sales Tax</p>	<p>\$1,500</p>
<p>Installation of Panel on Fixed Wall Mount (only applies to mounting of Prowise panels)</p>	<p>Price includes fixed wall mount and Sales Tax</p>	<p>\$500</p>

PROWISE PRODUCT DESCRIPTION

<p>iPro Height Adjustable Wall Mount</p> 	<p>Prowise have engineered a motorized, height-adjustable wall mount with floor support. This lift system supports all sizes of Prowise panels and when used with a built-in PC module, requires only one power cable for ease of installation. The panel can be raised/lowered easily using the two electronic buttons located on the side of the mount or onscreen via Prowise Central. The lift is also equipped with an advanced safety system which continuously monitors secure operation. When the lift meets resistance, it immediately stops moving. This lift and all lifts include an onsite 5 year warranty.</p>
<p>Height Adjustable Lift System</p> 	<p>Our height-adjustable, motorized mobile display stand supports all sizes of Prowise panel. Only one power cable is required for operation, simplifying use and improving safety. The panel can be easily raised/lowered using the two-button electronic remote attached to the stand. The lift is also equipped with an advanced safety system which continuously monitors secure operation. When the lift meets resistance, it immediately stops moving. This lift and all lifts include a 5 year warranty.</p> <p>*NOTE: This stand will be changing model names to the iPro Mobile Lift beginning in early to mid Spring 2019. MPS bid pricing will NOT be affected.</p>
<p>iPro Tilt Lift System</p> 	<p>Our most innovative lift system supports whole class instruction, small group, and table mode with the press of a button or onscreen via Prowise Central. Supporting up to a 65" Prowise Touchscreen panels, our height-adjustable, motorized stand can be moved around the classroom and titled at any angle from vertical to horizontal. Only one power cable for both panel and stand is required for operation, simplifying use and improving safety. The panel can be easily raised/lowered and tilted forward/backward using the four-button electronic remote attached to the lift. The lift is also equipped with an advanced safety system which continuously monitors secure operation. When the lift meets resistance, it immediately stops moving. This lift and all lifts include a 5 year warranty.</p>

<p>Prowise Touchscreen</p> 	<p>With Prowise Touchscreen you can effortlessly enjoy the world’s most advanced interactive experience. The very highest quality materials combine with the hardware and software developed by Prowise to give unique education and presentation possibilities. The low energy consumption, the revolutionary price and the standard 5 year onsite warranty ensure an unprecedentedly low total cost of ownership.</p> <ul style="list-style-type: none"> * 4K Ultra HD IPS Anti-Glare Finish * Fully Integrated 2.1 Dolby Audio Sound Bar * Four Built-In Wide Area Microphones * Prowrite Ink with Two Ergonomic Pens * Prowise Central that includes Prowise Pronote, * Prowise Reflect Screen Mirroring
<p>PC Module</p> 	<p>Prowise PC Modules are equipped with a powerful Intel Processor, and Ultra HD video card and a super fast SSD drive to ensure you get the very best out of your Prowise Touchscreen.</p> <ul style="list-style-type: none"> * Windows 10 Enterprise OS Included * Intel Core i5 7200u * Intel HD Graphics 620 * 8 GB, DDR4L 2133MhZ RAM * 128 GB SSD Sata 3.0 * Wireless and Wired Connectivity * 1xUSB-C, 2xUSB 3.0, 2xUSB 2.0, HPJ, Microphone, HDMI out * 5 Year Warranty

PROWISE PRESENTER

Prowise Presenter

Discover a world of free educational content

Offers both teacher and students endless possibilities: create lessons or essays, work with innovative tools and create interactivity in your classes for a variety of teaching situations. Presenter has been optimised for our touchscreens and devices, but can always be used on other devices.



100%  **FREE**

Prowise Presenter is completely free for everyone!

- one account
- completely free
- for new and existing users
- all the unique benefits of Prowise Presenter
- no small print



Over 200 tools

The huge collection of tools, specially developed for all ages and disciplines, offers a world of instruction and practise material for your lesson. Drop ready-made tools into your lesson, or adjust them to the level of your class.

 *Touch table tools combine learning, fun and collaboration.*

Annotate

Integrate current events into your lesson. Take notes on websites and directly add the screenshots to your presentation.



[More info](#)

ProConnect

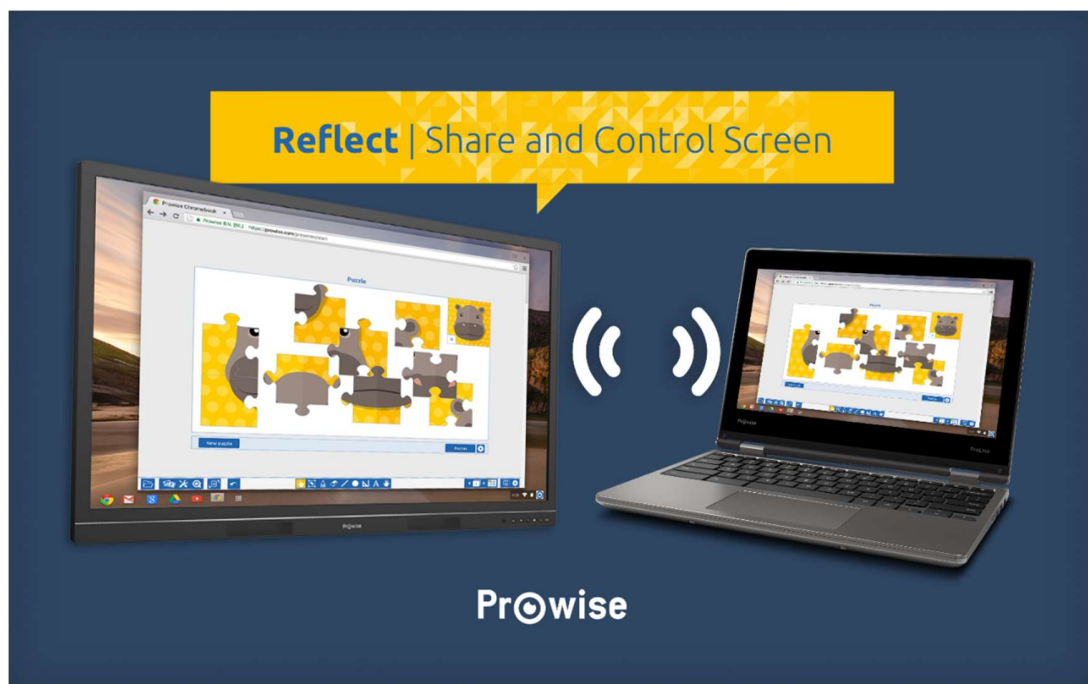
First-class interaction

- Share screens between device and touchscreen
- Monitor your students' work live
- Take a vote among all students in class
- Collect student work
- Challenge each other in educational games
- Create a quiz at any desired level

Community

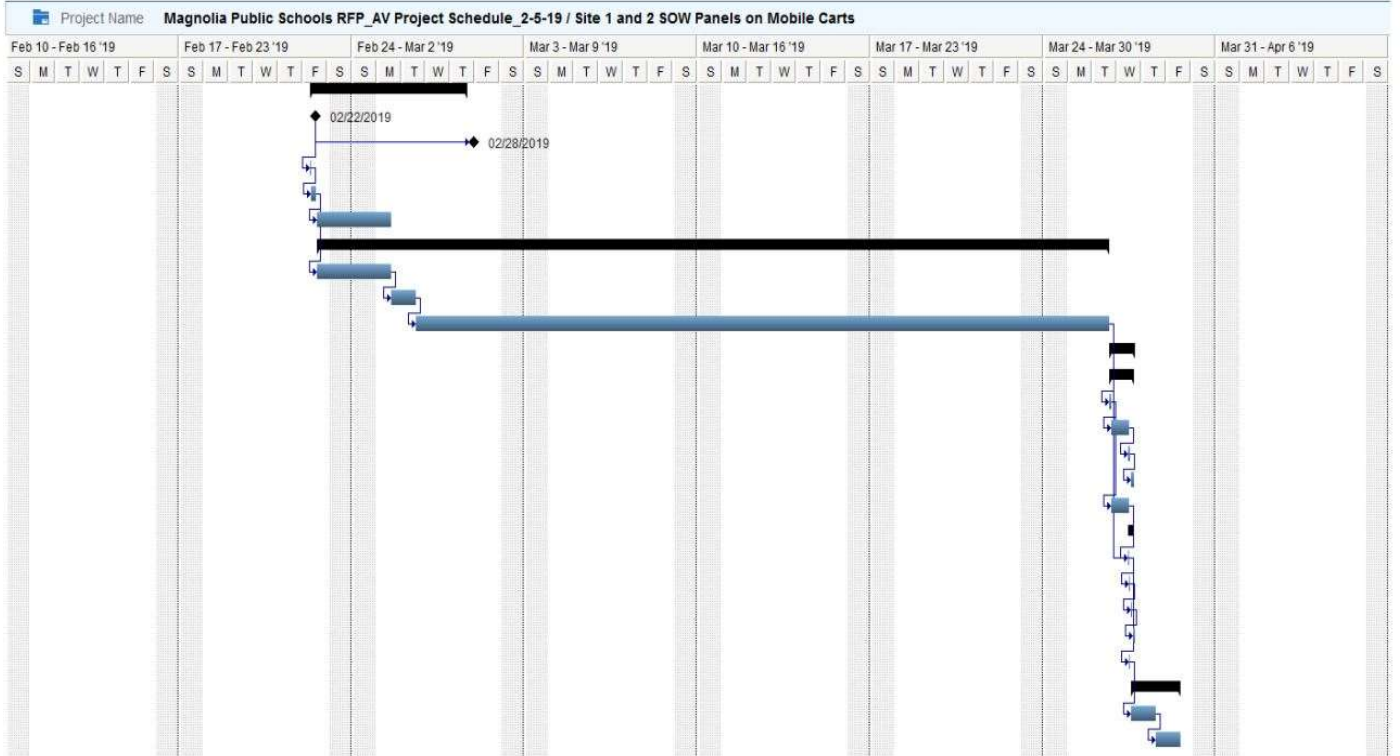
Share your lessons at school, trust/LA or national level. This way, you can use your follow teachers' lessons for inspiration. We will also post ready-made lessons to the community regularly.

REFLECT

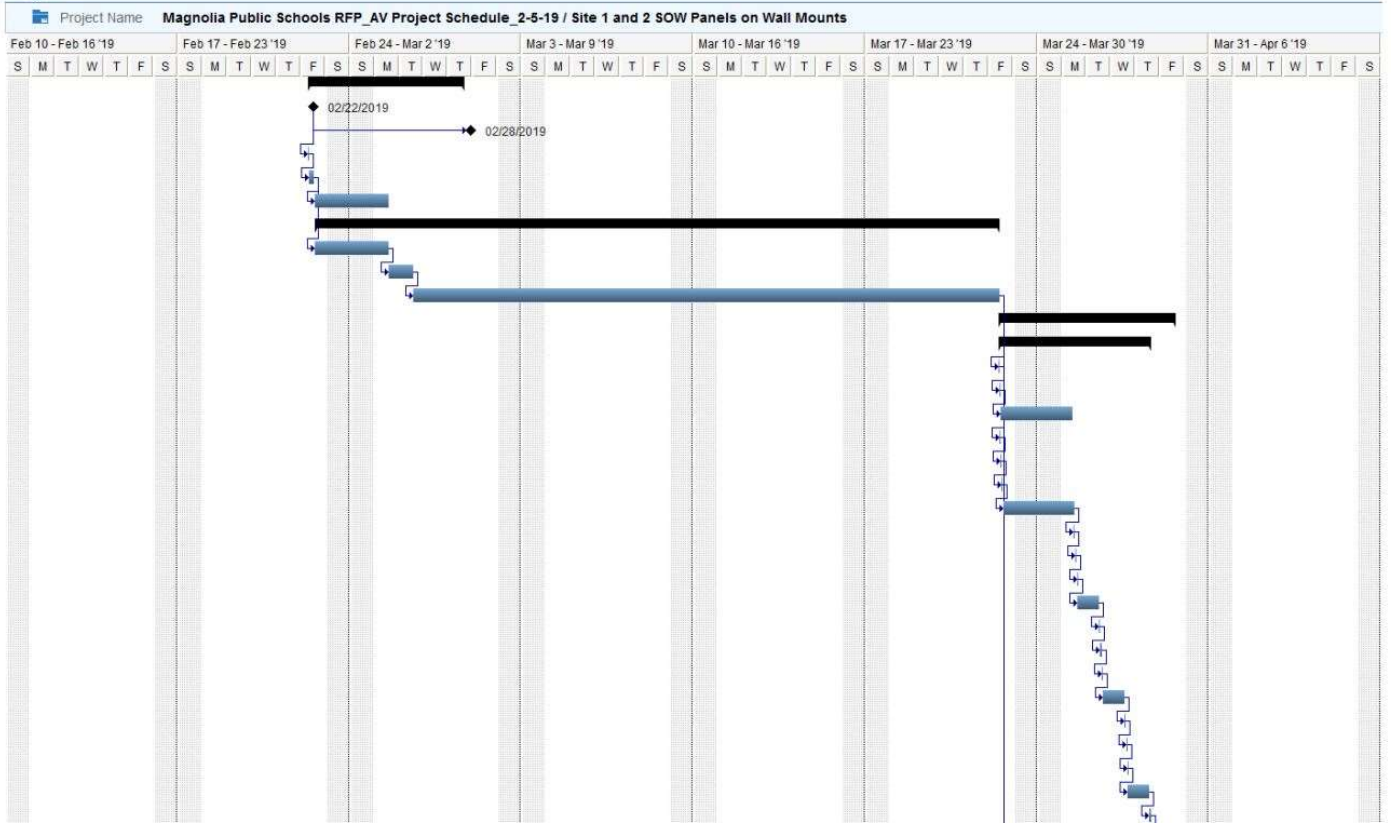


Through Prowise Reflect, up to four devices can be displayed on the panel at one time. This simple feature removes the need for additional hardware and cables enabling teacher and/or student displays to be viewable by everyone. Students are able to showcase work samples, compare strategies for problem solving, or anything else they need to do, all while connected to the school network. Certain devices will have this functionality built-in natively (Windows & Mac), while others require a simple download of a free app. When sharing a Windows or Mac computer, touch control is also enabled through the Reflect connection further enhancing the user experience without the hassle.

SAMPLE INSTALLATION SCHEDULE FOR MOBILE UNITS



SAMPLE INSTALLATION SCHEDULE FOR WALL MOUNTS



Experience and Qualifications of Staff



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OUR COMMITMENT TO EDUCATION

ELB is committed to education. We believe strongly in the need to raise up students who will be competent, capable and thriving members of our society in years to come. We also believe strongly in the need to provide today's learners with access to technology, and today's educators with the training and professional development support they need for success. While we are committed to providing our education customers with safe, quality education technology products, we are equally committed to investing in the resources, professional development programs and training that are required for their success.



Every year, ELB delivers a significant amount of training and professional development to the education community. On a daily basis, we provide one-on-one technology training to teachers across the country. Throughout the year, we host national education technology conferences, video conferencing events, and lesson-development workshops for educators and students. These are funded and organized by ELB and offered completely free of charge. We also task our education staff with developing curriculum-based resources which are offered free online. All combined, we believe the investments we make in this area today, will make a lasting impression on the society of tomorrow.

ELB EDUCATION

Should ELB be invited to offer MPS schools audio visual products and services, all training and support will be provided through our ELB Education division. **ELB Education** provides innovative technology products, services and solutions to the education sector. This includes assisting schools—from early years learning centers to colleges and universities— to enhance their educational outcomes through the use of technology, supporting student learning, and the professional development of teachers.



Through ELB Education, teachers have access to some of the world's leading education technology products, as well as a large number of free curriculum resources, innovative programs and events, national and international support networks, educational conferences and professional development courses.

To ensure specialized support and insight, all services are provided by experienced Education Consultants ("EC's"). ELB Education Consultants are trained and certified classroom teachers who work directly with schools to understand their needs, recommend solutions and support the adoption and effective use of technology in the classroom. We currently have EC's located throughout the United States to provide service and support to all areas of the country.

EXPERIENCED EDUCATION CONSULTANTS

ELB has always recognized the importance of having Educators speak to Educators. As a result, our education team has always been made up of classroom trained and certified teachers who advise and consult based on their own personal experiences. Our Education Consultants:

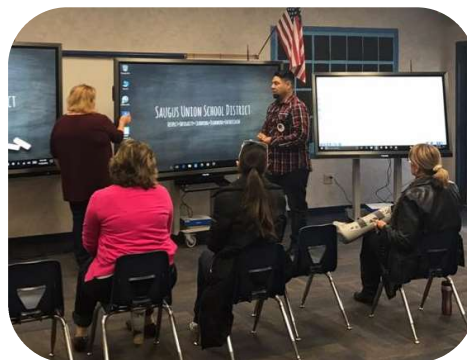
- Have current knowledge of local, regional and national education trends
- Have relevant experience with technology rollouts of all sizes
- Have various education technology distinctions including those from Microsoft, SMART, Google
- Build trusted relationships through a consultative approach within all levels all MPS schools
- Provide a wide range of services from the initial evaluation to the delivery of professional development and training
- Are local and can provide an unsurpassed level of support and expertise to schools and districts



MANY LESSONS LEARNED

Throughout our 30 years of history, ELB has witnessed many successful, and in some cases, unsuccessful attempts at education technology integration. These lessons now form the core strategy by which our teams embrace and deliver service to our customers. The key components include:

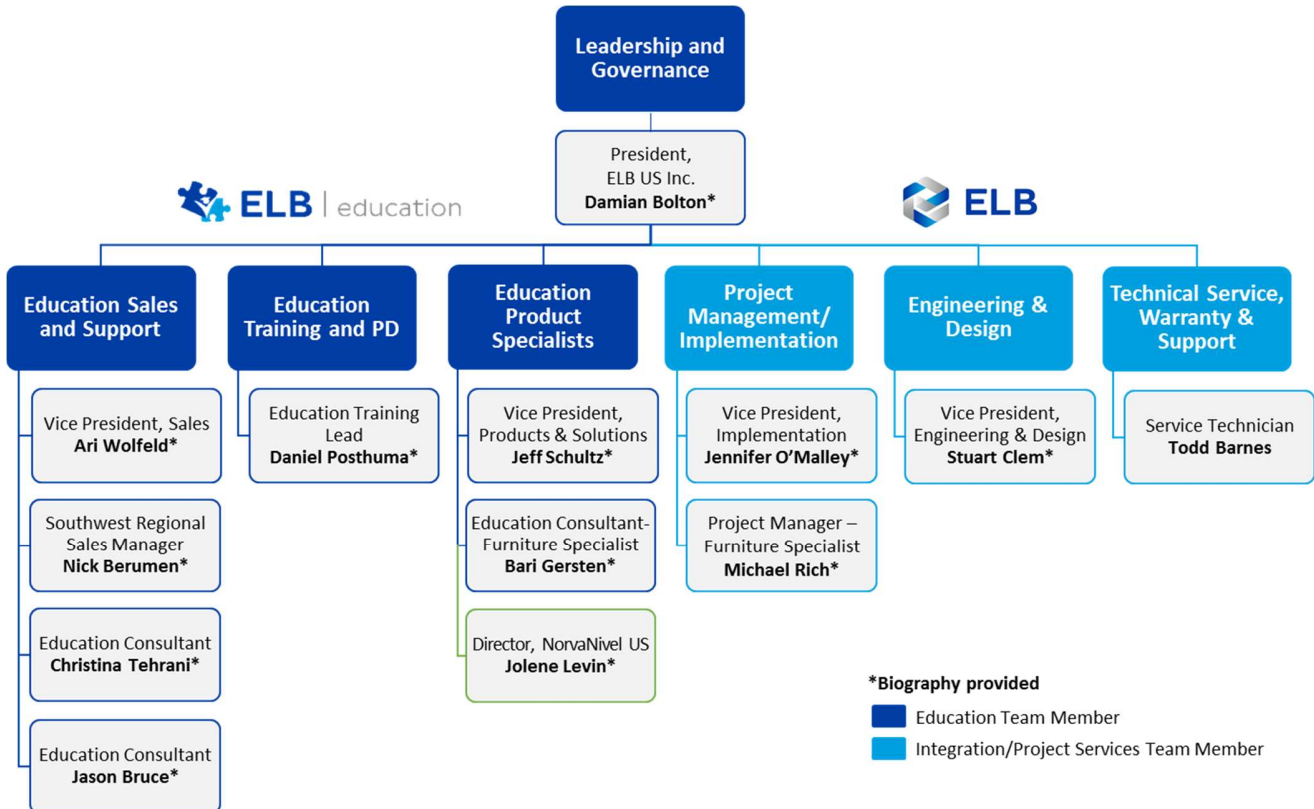
- **Solution Selling** – Deliver solutions which offer real value for money, don't just sell "products"
- **Quality Products** – Offer our education customers technologies which are innovative, have industry-leading designs, and an unmatched warranty
- **Professional Development** – Ensure all our education customers are supported by certified teachers who provide an exceptional level of professional development, and customer service
- **Local Support** – Maintain "feet on the street", ensuring timely service and support in key jurisdictions



EXPERIENCED AND DEDICATED MPS-ELB TEAM

TEAM STRUCTURE AND SUPPORT

The following diagram outlines the proposed structure and key responsibilities of the ELB Project Team for the delivery of audio visual products and services to Magnolia Public Schools.



KEY PERSONNEL BIOGRAPHIES

Christina Tehrani

Education Consultant

Christina has been working in education for over 8 years. Since joining ELB over two years ago, she has been instrumental in supporting numerous schools in the successful integration of new technology. Most notably, she was a lead Education Consultant for the District-wide roll-out of Prowise interactive flat panels at the Saugus Union School District. Prior to joining the ELB Education team as an Education Consultant, she spent 6 years teaching high school English in Los Angeles and San Diego Counties. Previously, she also taught English Language Learners and led after school programs that focused solely on incorporating technology in the classroom. Christina has a California Single Subject Teaching Credential in English Language Arts from San Diego State University, a Master's in Education Technology and a BA in English from Azusa Pacific University. Her passion is in equipping students and teachers with engaging technology in order for them to access 21st Century Learning Skills in the most innovative and collaborative ways.



Jason Bruce

Education Consultant

Jason has been in the education field for the past 13 years. He received his undergraduate degrees from UCLA, and earned his Masters of Education from Arizona State University. Jason also holds a California Multiple Subject Teaching Credential and an Early Childhood Teaching Certificate from the State of Utah. Jason has taught 3rd and 5th grades in California for two years and 3rd grade for six years in Utah. Jason was among the first to use SMART Boards and later became part of the technology committee for the Washington County School District in St. George, Utah. There he was mostly responsible for training teachers on SMART Notebook software. As an ELB Education Consultant, Jason now helps lead the Southern California Education Team training teachers, administrators, and district leaders best practices using Prowise interactive panels and Presenter cloud based software. Most notably, Jason was a lead Education Consultant for the District-wide roll-out of Prowise interactive flat panels at the Saugus Union School District.



Daniel Posthuma

Education Consultant and Training Lead

With over 10 years spent working in education, Daniel brings a wide variety of knowledge and experience to his role as an Education Consultant and Trainer. Since joining ELB, he has conducted trainings across Southern California, helping teachers effectively integrate new technology into their classrooms. As a former teacher himself, Daniel provides relevant and adaptable trainings that are designed to help teachers immediately begin implementing this technology into their lessons. Daniel received both his undergraduate and Single Subject Teaching Credential from Cal State Fullerton and prior to joining ELB, he taught for schools in Los Angeles and Orange Counties, as well as two years as a Title I tutor for the Orange County Dept. of Education, two years as an instructional technician at Saddleback College, and five years working directly with students in Special Education. His passion to see students become excited about learning has found its perfect match at ELB, where he is able to introduce classroom solutions that spark students' interest, and open them up to the world of possibilities that interactive, flexible learning spaces can provide.



Nick Berumen

Western Regional Sales Manager

Nick has been in sales and account management for over 15 years. For over 10 years, he has led and managed business development teams in the software and computer technology industry. This has included roles as Sales Director for DataForm Software and Sales Operations Manager at Reliable Computer. Through these experiences, Nick gained a superior understanding of the technology sales process and developed the skills necessary to deliver exceptional customer service. His history and track record of supporting many government as well as higher education technology implementations is testament to this fact. As a Sales Manager for ELB, Nick oversees all business development and sales activities in Southern California and helps mentor junior Account Managers. Ever the professional, Nick's passionate and customer-centric approach to business makes him a well-liked and well respected colleague and advisor.



Jeff Schultz

Vice President, Products and Solutions

Jeff has been specializing in interactive technology for over 15 years and has been with ELB since April 2006. For nine of those years he worked in Australia in a variety of technology training and product management roles. Now based in California, Jeff is responsible for the strategic direction of our Prowise business. A specialist in interactive technologies, he understands the importance of professional development as a key component of a successful implementation. Prior to ELB, Jeff lived in Canada where he was a Training Team Lead for SMART Technologies and spent much of his time working and interacting with educators all across the United States to improve teaching and learning through the use of interactive technology.

Jeff has played a pivotal role in several very large and very successful roll-outs of interactive classroom technology. He has provided training, professional development and product advisory support for the delivery of numerous state, district and school-wide contracts across the United States, Canada and Australia. A graduate of DeVry University in Phoenix, AZ with a Bachelor of Science in Business Operations, Jeff demonstrates the perfect balance of knowledge, skill and past experience to ensure the success of any project he supports.



Ari Wolfeld

Vice President Sales

An industry expert in collaboration technology, Ari has enjoyed great success helping companies evaluate and implement enterprise-wide collaboration solutions. With over 6 years' experience in the video conferencing, unified communications, and interactive whiteboard market, he leverages technical knowledge to identify and meet client needs. Ari has extensive experience supporting the collaboration needs of the architecture, engineering and construction (AEC) industry. He has a certification in Lync Room System sales enabling him to work with his clients to bring the Microsoft Lync user experience into the conference room. Partnering with clients as a trusted resource is Ari's main goal. As the North American Sales Manager, Ari leads all of the Business Development and Education Consultant teams, fostering a culture of customer service excellence and superior solution delivery.



Damian Bolton

President, ELB US Inc.

Damian has over 20 years of international audio visual integration, visual collaboration and unified communications experience. He has been with ELB for over 15 years, working initially in Sydney, Australia and most recently founding the company's US operations. Damian also previously worked for over 8 years in a variety of diverse and challenging roles at SMART Technologies in Calgary, Canada where he developed strong skills in training, product management and strategy.

Damian has been leading teams in the effective roll-out and integration of classroom technology for over 15 years. This has included providing support for the delivery of numerous state, district and school contracts across the United States, Canada and Australia. His understanding and awareness of not only the benefits of such implementations, but also the common hurdles and challenges, has made him a sought-out and respected industry leader.

An alumnus of the Stanford Graduate School of Business, Damian is passionate about technology and ELB's role as an innovator within the industry. Damian understands that customers are the core of ELB's business and acknowledges this by setting and supporting a customer-centric culture within his team. This culture thrives on excellent client service, efficient solutions delivery and provision of ongoing customer care.



Jennifer O'Malley, CTS, PMP

Vice President Implementation

Jennifer has over 15 years of project management and general management experience and has worked in the audio-visual industry for 8 years. She holds the PMP (Project Management Professional) and CTS (Certified Technology Specialist) certifications from the Project Management Institute and InfoComm, respectively. Prior to the audio visual industry, Jennifer was a Project Manager in the global petrochemical, aerospace, and financial services industries, managing multi-million dollar projects from start to finish, engaging and communicating with all levels of stakeholders. As Operations Manager for ELB, Jennifer oversees all aspects of audio visual and unified communications systems integration projects. This includes managing and mentoring project managers to ensure timely and successful delivery of all projects within the pre-determined budget.



Past Experience, Performance and References



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SAUGUS USD – FULL TECHNOLOGY ROLL-OUT

Saugus Union School District (SUSD) is located in the Santa Clarita in Northern Los Angeles County and currently operates fifteen K-6 schools as well as preschool programs across sixteen campuses.



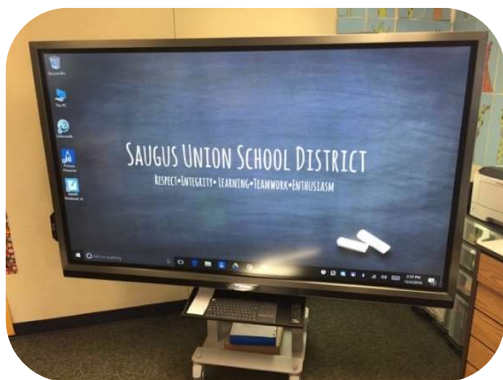
SAUGUS
UNION SCHOOL DISTRICT
Respect • Integrity • Learning • Teamwork • Enthusiasm

ELB has supplied, installed, and continues to support the implementations of approximately 500 (five hundred) 65" or 84" **Prowise Pro Line interactive panels mounted on Prowise lift systems**, along with Prowise Presenter software to SUSD schools. As a **district-wide rollout**, the SUSD wanted to improve student learning outcomes with the application of full classroom technology solutions. ELB not only successfully executed the entire roll-out of new technology solutions, but also supported the District with training and professional development by providing two (2) educational consultants onsite twice a week over the course of the 2016-2017 school year. This support helped ensure teaching and learning was more effective and rewarding at Saugus.

For more information on this technology implementation, please refer to the following news stories:

<http://www.hometownstation.com/santa-clarita-news/education/saugus-union-school-district/saugus-union-to-unveil-state-of-the-art-classrooms-176059>

<http://scvnews.com/2016/09/22/interactive-touchscreen-computers-come-to-the-saugus-union-school-district/>



FACEBOOK – GLOBAL HEAD OFFICE

ELB provided all of the audio visual and video collaboration hardware as well as integration services for **Facebook’s new Global Head Office** (MPK20) in Menlo Park, California.



The sprawling 430,000-square-foot facility, designed by world-famous architect Frank Gehry, is spread over 22 acres, is LEED-certified and boasts a 9-acre green roof, as well as underground parking lot. The large, open floor plan building, which now houses 2,300 employees, includes over 300 conference rooms ranging in size from small huddle rooms to large boardrooms. It also includes five Executive Briefing Centers. Facebook’s goal for MPK20 is to facilitate collaboration, creativity, and provide a new level of workspace transparency.

By leveraging our expert project management capabilities, a superior supply chain, and highly experienced engineering and installation teams, we successfully completed all of the audio visual and UC systems for MPK20 under an extremely tight timeline. We commissioned over 300 rooms in just four weeks. The project was completed in May 2015.



**Pictures copyright of ELB Inc. and Forbes, Wired and Popular Science magazines*

NSW DEPARTMENT OF EDUCATION – PREFERRED SUPPLIER

As a global company, we have a number of international reference sites that demonstrate our capacity for large scale rollouts of education technology. Our most successful implementation and biggest global customer is the New South Wales (NSW) Department of Education. We have been supporting NSW DET for over 20 years with the evaluation, procurement, implementation and ongoing maintenance of classroom audio visual technologies across hundreds of urban, rural and distance education schools. Other highlights of the scope of our services and support include:



- **NSW DET Connected Classrooms Program** – 2,250 schools supplied with interactive whiteboards as well as monitors for video conferencing
- **BER (Building the Education Revolution) Program** – 3,800 interactive whiteboards delivered and installed in a 6 month time frame
- **NSW Department of Education and Training (DET) supply contract** – ELB has been contracted to provide professional development and training programs and services since 2004 with millions of dollars in spend each year



- **Discretionary Purchasing** – averaging around 220 interactive whiteboard bundles per month, plus thousands of other audio visual products including projectors, document cameras, 3-D printers, classroom audio systems, student response systems, Chromebooks, Apple Ipods, mobile charging carts, video conferencing equipment, and much more.



The path to this successful partnership has included many avenues but was consistently focused on the support and professional development we provided along with way. A dedicated Education Consultant (EC) was assigned to each of the 10 regions. While the main goal of the EC was to build technical expertise among teachers within the school, it was also important that it start with the Principal. We shared our expertise with regards to technology integration and helped to align that with the strategic goals of the school. We demonstrated our solution to teachers, administration, as well as the Parent Organizations.

Once a purchase was made, the EC worked to develop a training plan with the region. This plan included a combination of online webinars and face-to-face training sessions. From there, Digital User Groups (DUG's) were created, fostering a network of teachers sharing lessons and training each other. Once a year, we would host a large Teachers' Conference within the State to provide access to thought leaders within the education community, product knowledge, and opportunities for training.



GOOGLE – MASTER SERVICE AGREEMENTS

ELB is one of three preferred audio visual suppliers for Google. As a result, we currently provide AV design and integration services for Google globally, including locations in Asia, Australia, Europe and throughout the United States.



Our ongoing integration work includes a variety of new and existing AV spaces, as well as installing Google Video Conferencing (GVC) and Tech Talk rooms across multiple campuses. To date, we have provided products and services to over 700 rooms across over 30 Google campuses. Many of these projects are part of the company's audio visual Moves, Additions, and Changes (MAC) program.

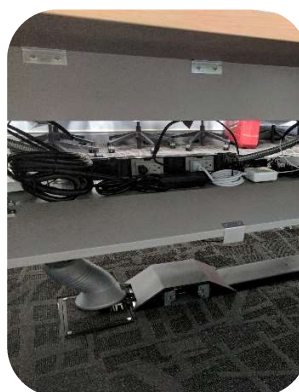
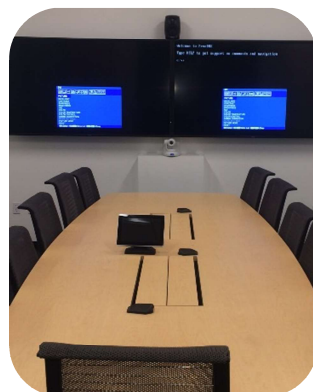
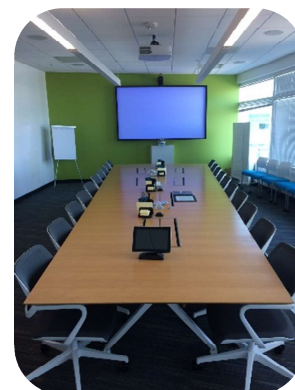
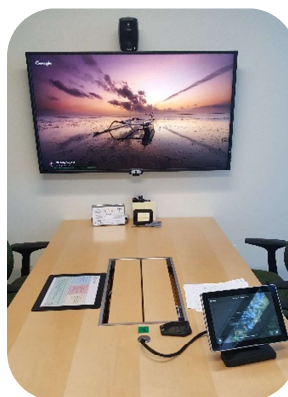
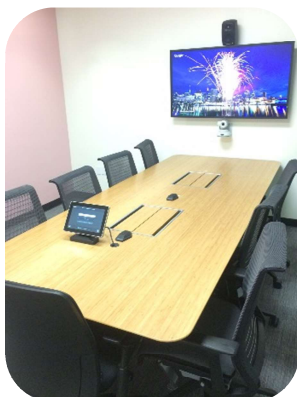
Our work for Google in Texas has included the full audio visual fit-out for the company's regional campus located in Austin. Our work included the design, procurement, installation, commissioning and training of audio visual systems for over 30 conference, meeting, training, and huddle rooms, as well as unique event spaces.

ELB also currently provides services and support under an Enterprise Maintenance Agreement. As part of this contract, we offer technical support and maintenance services to all the rooms noted above and more.

Furthermore, ELB is also intimately involved in Google's evaluation of collaboration technologies and provides input on integration with existing Google systems and technology. On the design side we also engage with Google on a consulting basis, providing audio visual design services and conference room standards creation.



On the education side, we are excited to be working with Google to help ensure the effective deployment and management of Chromebook devices and licenses across schools, districts and other learning centers. ELB is a Google for Education Partner and as such we are committed to quality, reliable service to our education customers.



REFERENCES

Customer: Saugus Union School District (Santa Clarita, CA)

Contact: Mike Leathers

Telephone: 661-294-5300

Email: mleathers@saugusd.org

Scope: In June of 2016, ELB responded to a bid for over 450 65" and 75" panels on both mobile, mobile tilt, and height adjustable wall mounts. ELB won the bid and installed over 470 panels at 15 different school sites and the district office at a rate of one site per day. At the time, this was the largest one time rollout of interactive flat panels in the country. We continue to provide panels, service and training to the district office each school site.

Customer: Redlands Unified School District (Redlands, CA)

Contact: Jennifer Hosch

Telephone: 909-307-2430

Email: Jennifer_hosch@redlands.k12.ca.us

Scope: Beginning in the Fall of 2016, ELB installed a number of Prowise 65" panels on mobile tilt lifts at Judson & Brown Elementary. Later that year and into 2017, 2018 and 2019, ELB has delivered more than 60 Prowise panels and NorvaNivel furniture to various schools throughout the school district. We continue to provide training and professional development to teachers and administrators throughout the district.

Customer: Aspire Titan Academy (Huntington Park, CA)

Contact: Jhonn Hernandez

Telephone: 323-583-5421

Email: jhonn.hernandez@aspirepublicschools.org

Scope: In June of 2016, ELB installed 12 65" Prowise panels on tilt lifts were installed at their Huntington Park, CA location. Training and professional development was also provided to all teachers on two different occasions. In June of 2018, four more 65" Prowise bundles were implemented at the same campus.

Terms & Conditions Inclusions & Exclusions Payment Terms



TERMS AND CONDITIONS

1. **Application of Terms and Conditions:** The terms and conditions of this quote shall apply to the sale and purchase of the listed Products in this quote, except where either (1) modified herein by ELB; or (2) where ELB and the Customer are parties to a current written agreement which governs the sale and purchase, the provisions of the said Agreement shall prevail.
2. **Quote:** This quote shall not be binding on ELB until accepted in writing by the Customer and returned to ELB. This quote is firm for 30 days unless modified in writing by ELB. Maintenance prices are subject to a separate maintenance agreement available on request. The Customer acknowledges that where any of the Products listed in this quote are unavailable 30 days from the date of acceptance of the quote by the Customer, and the price of any Product quoted changes in that period, ELB reserves the right to issue a fresh quote to the Customer for those Products listing the new prices.
3. **Exchange Rate:** In the event that the prevailing exchange rate between the currency of the country of origin and the currency quoted has fluctuated from the time the quote is rendered to the time of payment is received from the Customer, ELB reserves the right in its sole discretion to adjust any prices quoted herein and the Customer agrees to meet the revised price. For the purpose of this quote as an agreement, the prevailing exchange rate at the time of the quote shall be the rate specified, (at the time payment is received) to be that issued by the Commonwealth Bank of Australia for a spot transaction on that day.
4. **Payment:** All Products shall be paid for by the Customer (including all government duties and taxes applicable) prior to delivery. Alternatively if ELB and the Customer have prior to delivery of the Products agreed on and maintain a credit arrangement, payment will be in accordance with the terms and conditions of the credit arrangement.
5. **Ownership of Products:** The ownership of all Products shall remain with ELB and shall only pass to the Customer upon the payment by the Customer of the invoiced price in full. Prior to payment of the invoiced price in full, the Customer shall hold the Products as Bailee for ELB. In the event of the Products whether in the same or a modified form being disposed of prior to the payment of the invoiced price in full, any amount received by the Customer shall be held in trust by the Customer for ELB. All prices quoted are in US dollars, unless otherwise specified.
6. **Delivery of Products:** Delivery of Products shall take place at the time of the physical taking of the Products by the Customer or by the carrier whether engaged by ELB or the customer or 10 days after ELB notifies the Customer that the Products are ready for delivery, whichever first occurs. Where the Customer arranges its own carrier, it shall be responsible for all freight, insurance and other costs associated with the carriage. Where ELB arrange carriage, all freight and insurance and other costs shall be to the account of the Customer.
7. **Cancellation and Rescheduling of Orders:** (1) **Cancellation:** Where any order is cancelled by the Customer on or less than seven (7) days prior to the scheduled shipment date, the Customer will still be charged the entire invoice cost of the quote as a cancellation fee. (2) **Rescheduling:** Orders may only be re-scheduled up to thirty (30) days from the scheduled shipment date. Any rescheduling occurring in less than thirty days prior to the scheduled shipment date will be subject to a rescheduling charge equal to 40% of the gross order value.

8. Authorized Returns: Customer shall not return any ELB Product for credit, exchange or otherwise without the prior written consent of ELB evidenced by ELB authorizing and issuing to the Customer an ELB Return Authorization.
9. Restocking Fee and Return of Products: Where a Customer returns a Product (not due to a defect) to ELB under the ELB Return Authorization then a restocking fee will be charged. The restocking fee is based on the value of the Product returned. Where the Product returned was charged to the Customer (1) for less than \$1,000 (excluding Tax) the fee is \$80.00 plus Tax plus the cost of any freight charges incurred by ELB; or (2) for more than \$1,000 (excluding Tax) the fee will be 15% of the value charged plus Tax plus the cost of any freight charges incurred by ELB. Any Products returned to ELB will only be accepted if the Product is in its original condition as originally shipped and returned as packed in its original packaging, including all accessories, cables and manuals. Where ELB determines, acting reasonably, that any Product returned requires rectification or repair or is not as originally shipped or as originally packaged, ELB is entitled to charge the Customer the cost of and any fee incurred to return that Product to its original condition. ELB also reserves the right at its discretion to charge the Customer for all courier charges or a pick up charge as incurred by ELB to collect the Product from the Customer if the Product is not returned by the Customer by freight.
10. No Warranty: ELB does not manufacture any Product and accordingly does not warrant that any Product is free of any defect, is fit for the purpose required by the Customer or is of merchantable quality. The Customer must make and rely on their own enquiries and rely at their own expense on the warranty and warranty periods as may be provided by the manufacturer of any particular Product in this quote.
11. Services: Where this quote includes details of time charges, services required to be undertaken and/or installation of Products required at the Customer site, to be undertaken by ELB in addition to the Products to be purchased (Services) the following conditions apply: (1) Acceptance by the Customer of this quote which includes the Services means acceptance by the Customer of the following conditions in sub-paragraphs (2) to (6) namely; (2) An ELB Scope of Works (SOW) agreed and signed by the Customer prior to the commencement of the Services; (3) Acceptance of this quote by the Customer does not affect or amend the terms and conditions of the SOW; (4) All work required to be undertaken under the Services, including the payment terms, will be governed by the terms and conditions of the SOW; (5) Any variation of the SOW does not affect the terms and conditions of this quote; and (6) Where any variation to the Services is required by the Customer a separate quote and an amendment of the SOW will be provided by ELB for that variation.
12. Limitation of Liability: In no event shall ELB be liable to the Customer for incidental or consequential damages (including loss of profits) of any nature arising out of or related to the supply, design, manufacture, installation or service or the performance or use of any Products or alternatively in the event that ELB are found liable for a breach of warranty or condition implied by law and not capable of exclusion by agreement. Where ELB is found liable that liability shall be limited to the minimum level possible under the law.
13. Severability: If any of the terms and conditions hereof shall to any extent be invalid or unenforceable, the remainder of these the Terms and conditions, or the application of such the terms and provisions to persons or circumstances other than those as to which it is held unenforceable shall not be affected thereby.
14. Applicable Law: The validity, interpretation and performance

INCLUSIONS & EXCLUSIONS

ELB Will Provide/Install

- 65” or 75” Prowise Touchscreen on either a tilt lift, mobile lift or height adjustable wall mount
- Professional Installation of equipment listed above
- Professional management/coordination of project
- All necessary training

Magnolia Public Schools Will Provide/Install

- Wall backing to support height adjustable wall mount
- Electrical outlets for equipment listed above
- Any/All paint or patchwork after installation

PAYMENT TERMS

ELB acknowledges and accepts payment terms as no later than 60 days after invoice date. The payment will not be issued until after both the Vendor and MPS agree that the project is complete and meets all requirements. This will be accomplished via a Handover Certificate from ELB to MPS upon completion of said project.

Technical Support, Warranty and Repair



ELB

CREATE.
COMMUNICATE.
COLLABORATE.

TECHNICAL SUPPORT AND REPAIR

With our experience in the audio visual integration business we find that each customer is different and has their own unique set of requirements. ELB would like to work with MPS in determining these requirements for terms and conditions surrounding warranty and legacy equipment. At that stage we can create a personalized agreement that is mutually agreed upon and provides MPS the comfort that a strategy is in place for both existing and future technologies.

ELB is dedicated to providing all our customers with quality technology solutions, as well as great customer service. But our service doesn't end when the purchase and training is complete. We are committed to providing the support needed should any technical issues or challenges arise. With state of the art repair facilities, in-house technical support staff, and a strong commitment to quality, we can provide comprehensive and prompt technical support services for valuable technology assets.

Authorized Repair Center

ELB is authorized to perform technical repairs on a variety of manufacturer products. We are also a Prowise Certified Repair Partner, which ensures we perform repairs within the highest standards at all time. The Prowise Certified partner is required to annually attend training course to ensure these standards are met.



TOLL-FREE HELPDESK

To ensure critical service and support is available to all our customers, ELB maintains a national toll-free Helpdesk staffed by qualified technicians and trained engineers who can provide technical trouble-shooting advice over the phone to anyone in North America. Our Service Helpdesk receives, responds to and coordinates all technical support, warranty and repair services across North America.

Using a variety of voice, video, and data solutions, our service technicians can often fix many common faults without requiring a site visit. These remote tools improve our response time and reduce unnecessary costs of supporting the technology. Our qualified and experienced service technicians have gone through extensive training to fully diagnose and support all of the products we sell.

All incoming fault calls are logged into ELB's custom built management database. Information can be accessed by engineers throughout the company, allowing our central helpdesk team to monitor and access accurate real-time information on any support or maintenance requirement.



The ELB Helpdesk is operational Monday to Friday from 8:00am to 7:00pm (PST)

Phone: 1-800-806-5581

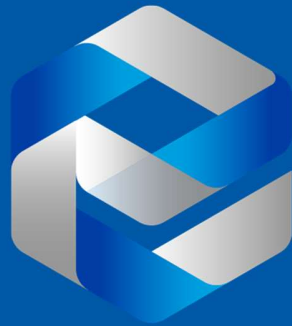
Email: Service@elbglobal.com

A marketing brochure which highlights more of our warranty and technical support services and capabilities is shown on the next page.

TECHNOLOGY REPAIR PROCESS

Should a customer experience an error or technical difficulty with their technology device, either legacy or new, the following escalation process should be used:

1. Technical difficulty with the device is detected or noted by customer
2. Customer to contact the **ELB Technical Support Helpdesk** through one of the following ways:
 - a. **Online** – Fill out and submit the customer inquiry form on the Contact Us page on www.elbglobal.com
 - b. **Phone** – Our Customer Support Center is available from 8:00 am to 6:00 pm PST (Monday to Friday) and can be reached through a toll-free number at 1.888.506.7275
 - c. **By Email** – Send a technical support question or request to serviceus@elbglobal.com
 - d. **By Fax** – Send a technical support question or request to us by facsimile to 925.475.5096
3. ELB Technical Support Specialist receives customer request or inquiry and logs in Service Database
4. ELB Technical Support Specialist contacts customer within 4 hours for urgent matters, and 1 business day for non-urgent matters. The following sequence of activities will take place:
 - I. **Troubleshooting** – All attempts will first be made to troubleshoot the product issue with the customer. Various communication methods can be used for better accuracy and results.
 - II. **Onsite Repair** – When troubleshooting is unsuccessful, ELB Product and Technical Support Specialists will determine whether an onsite service visit would prove helpful. If yes, a service ticket will be sent to the regional technical service representative for follow-up. An appointment with the customer will be set up within 48 hours, with the onsite repair to take place within 5 business days.
 - III. **Product Return/RMA** – In the event the product is deemed faulty and an onsite service visit will/did not resolve the issue, the ELB National Technical Service Manager will activate the RMA process. The customer will be provided with step-by-step instructions on how to return the product to the ELB Service and Repair Center. They will also be provided with regular formal communication on the status and outcome of the repair process. The Manufacturers Product Warranty Agreement outlines the product repair or replacement requirements. More details about this process is outlined on the previous page.
5. Once the issue has been resolved, the ELB Technical Support Specialist will close the service ticket and issue a Customer Satisfaction Survey – Service/Repair to the customer.
6. Customer is encouraged to complete the questionnaire and return it to ELB as soon as they are able.



ELB | CREATE. COMMUNICATE. COLLABORATE.

Sales 1.888.506.7275

Service and Support 1.800.806.5581





Prowise Touchscreens



The choice for the future

With the Prowise Touchscreen you can carelessly enjoy the world's highest visual and audio quality.

The equipment used is of the highest level and combined with the hardware and software developed by Prowise provide unique education and presentation possibilities. The low energy consumption, the revolutionary price and the standard 5-year warranty offer an unprecedented total cost of ownership.

The modern specifications, including four processors, result in a super fast and reliable touchscreen.

55": PW.1.15055.0001 | 65": PW.1.15065.0001 | 75": PW.1.15075.0001 | 86": PW.1.15086.0001

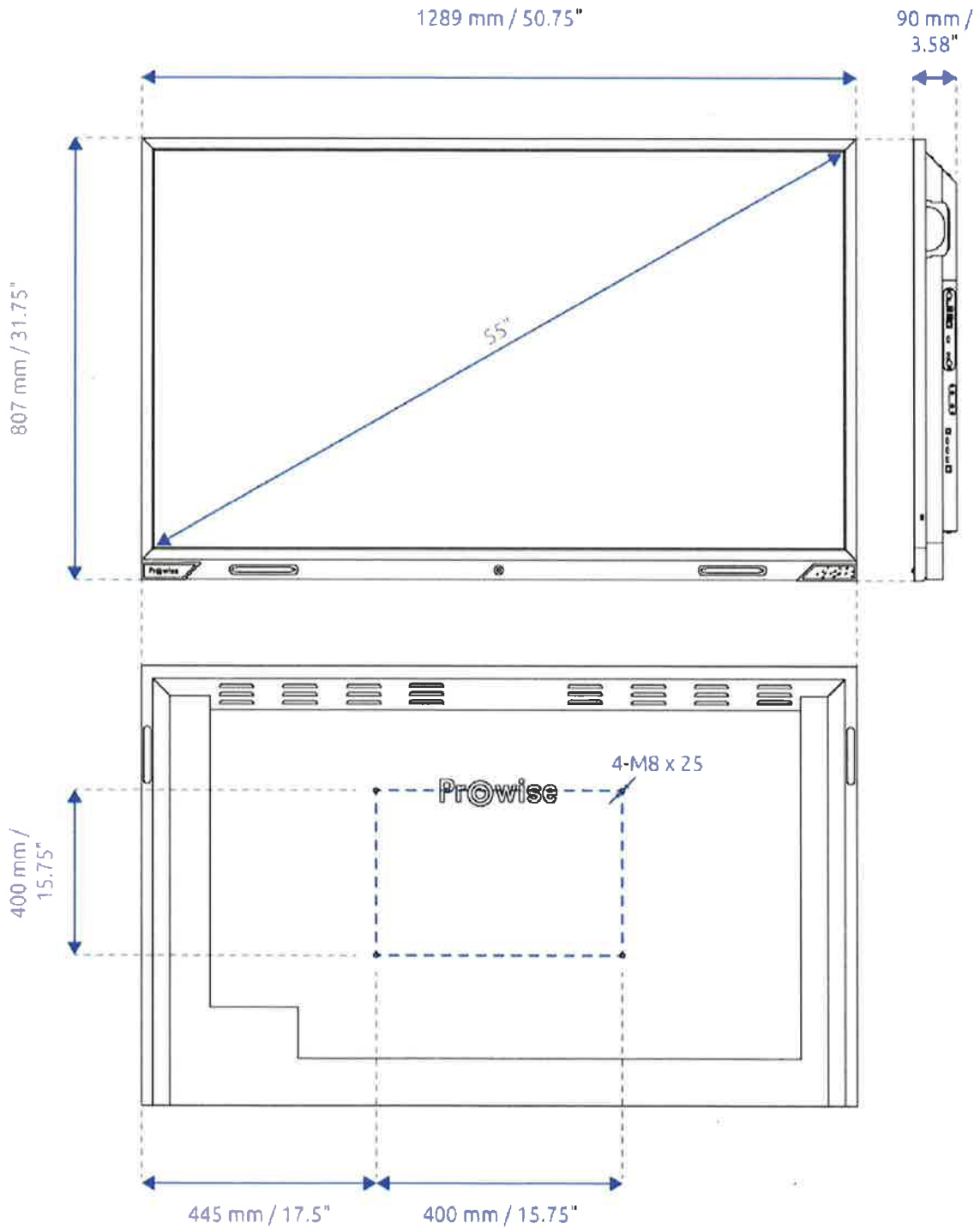
Screen	55"	65"	75"	86"
Bezel color	Brushed aluminium (grey)	Brushed aluminium (grey)	Brushed aluminium (grey)	Brushed aluminium (grey)
Diagonal	55 inch	65 inch	75 inch	86 inch
Panel type	Ultra HD LED - IPS	Ultra HD LED - IPS	Ultra HD LED - IPS	Ultra HD LED - IPS
Resolution	3840 x 2160 @ 60Hz	3840 x 2160 @ 60Hz	3840 x 2160 @ 60Hz	3840 x 2160 @ 60Hz
Glass plate	Anti-Glare Pro	Anti-Glare Pro	Anti-Glare Pro	Anti-Glare Pro
Glass thickness	4 mm / 0.16 inches	4 mm / 0.16 inches	4 mm / 0.16 inches	4 mm / 0.16 inches
Glass hardness	Mhos 7	Mhos 7	Mhos 7	Mhos 7
Aspect ratio	16:9	16:9	16:9	16:9
Contrast ratio	1200:1	1200:1	1200:1	1200:1
Brightness	350 cd/m2	350 cd/m2	350 cd/m2	350 cd/m2
Number of colors	10 Bit (1.07B)	10 Bit (1.07B)	10 Bit (1.07B)	10 Bit (1.07B)
Viewing angle	178°	178°	178°	178°
Panel refresh rate	60Hz	60Hz	60Hz	60Hz
Modules	55"	65"	75"	86"
PC module slot	Yes, OPS slot	Yes, OPS slot	Yes, OPS slot	Yes, OPS slot

Touch type	55"	65"	75"	86"
Type	HApr 3	HApr 3	HApr 2	HApr 2
Multi-touch	Yes (32 points)	Yes (32 points)	Yes (20 points)	Yes (20 points)
Multi-writing	Yes (16 points)	Yes (16 points)	Yes (10 points)	Yes (10 points)
Auto-calibration	Yes	Yes	Yes	Yes
Resistant to sunlight	Yes	Yes	Yes	Yes
Supported OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS	Windows 7, 8.1 & 10/Mac OS/Linux/Android and Chrome OS
Audio	55"	65"	75"	86"
Speakers	2.1 sound (3 speakers)	2.1 sound (3 speakers)	2.1 sound (3 speakers)	2.1 sound (3 speakers)
Front speaker power	2 x 18W (8Ω)	2 x 18W (8Ω)	2 x 16W (8Ω)	2 x 16W (8Ω)
Sub woofer power	1 x 15W (8Ω)	1 x 15W (8Ω)	1 x 15W (8Ω)	1 x 15W (8Ω)
Dolby Audio	Yes	Yes	Yes	Yes
Microphone	55"	65"	75"	86"
Type	Microphone Array	Microphone Array	Microphone Array	Microphone Array
Number of Microphones	4	4	4	4
Auto Switch (Windows/Central)	Yes	Yes	Yes	Yes
ProWrite	55"	65"	75"	86"
Number of Pens	2	2	2	2
Multi-color Writing	Yes	Yes	Yes	Yes
Multi-size writing	Yes	Yes	Yes	Yes
Special features	55"	65"	75"	86"
Prowise Central	Yes	Yes	Yes	Yes
Over the Air Updates (OTA)	Yes	Yes	Yes	Yes

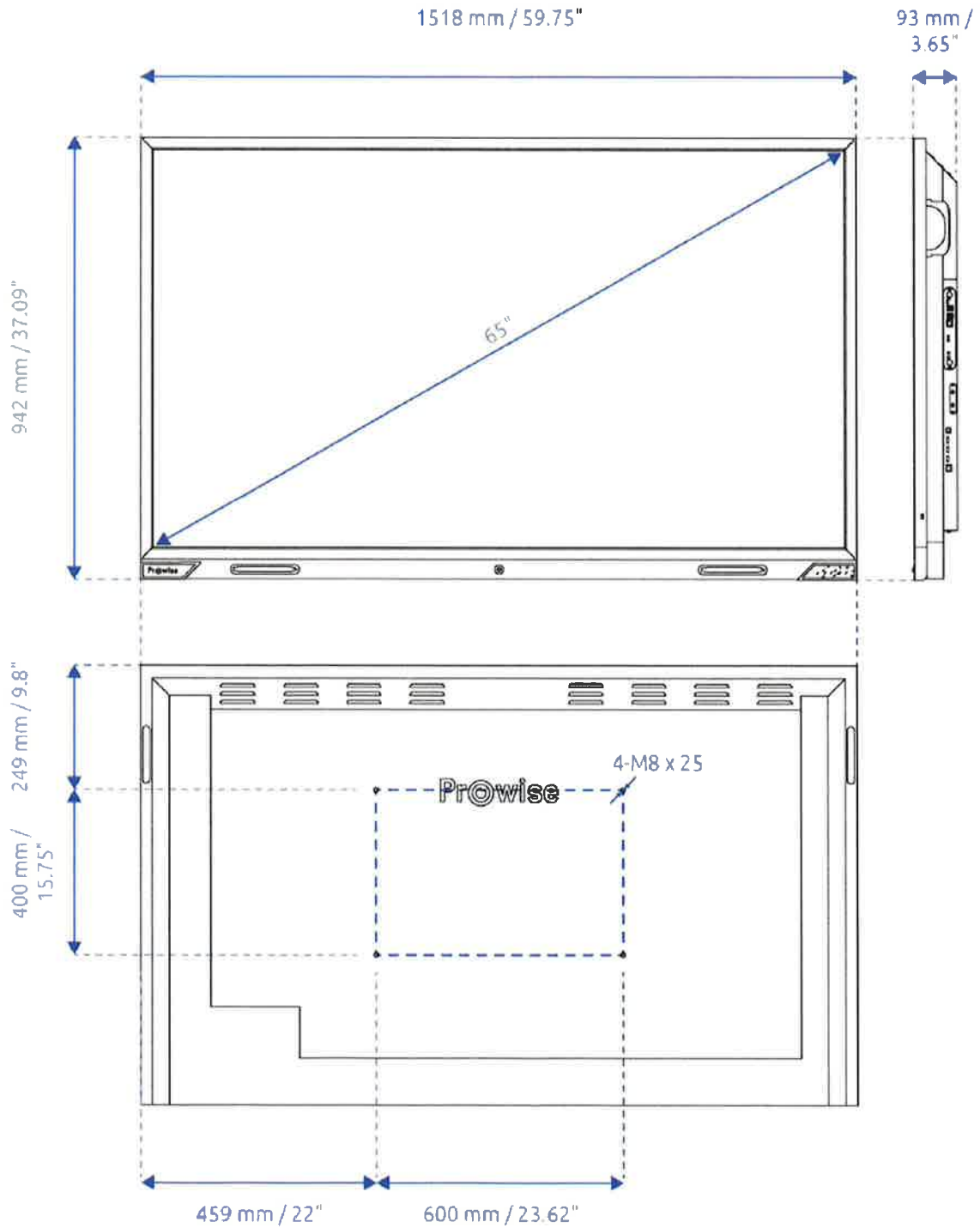
NFC Reader/Writer	Yes	Yes	Yes	Yes
Connections	55"	65"	75"	86"
HDMI 2.0	2	2	2	2
HDMI 2.0 (CEC & ARC)	1 (With CEC and ARC support)	1 (With CEC and ARC support)	1 (With CEC and ARC support)	1 (With CEC and ARC support)
Total HDMI 2.0	3	3	3	3
VGA / DVI	Optional	Optional	Optional	Optional
DisplayPort	Optional	Optional	Optional	Optional
Audio output analog	1 (3.5mm headphone Jack PJ3591 Female)	1 (3.5mm headphone Jack PJ3591 female)	1 (3.5mm headphone Jack PJ3591 female)	1 (3.5mm headphone Jack PJ3591 female)
Audio output digital	1 (RCA Composite female)	1 (RCA Composite female)	1 (RCA Composite female)	1 (RCA Composite female)
RS232 control	1 (Sub-D, 9 pins)	1 (Sub-D, 9 pins)	1 (Sub-D, 9 pins)	1 (Sub-D, 9 pins)
AV in	1 (including adapter to 3 x Composite)	1 (including adapter to 3 x Composite)	1 (including adapter to 3 x Composite)	1 (including adapter to 3 x Composite)
USB touch port	1 (USB-B female)	1 (USB-B female)	1 (USB-B female)	1 (USB-B female)
USB 2.0	2	2	2	2
USB 3.0	1	1	1	1
Wi-Fi for online updates	Yes	Yes	Yes	Yes
General information	55"	65"	75"	86"
Voltage	~ 100-240 V (50/60Hz)	~ 100-240 V (50/60Hz)	~ 100-240 V (50/60Hz)	~ 100-240 V (50/60Hz)
Nominal power consumption (without modules)	140W	169W	337W	389W
On mode power consumption	120W	132W	202W	265W
Stand-by power consumption	≤ 0,5 Watt	≤ 0,5 Watt	≤ 0,5 Watt	≤ 0,5 Watt
Gross weight	55 Kg / 121,25 lb	64 Kg / 141,1 lb	90 Kg / 198,42 lb	112.3 Kg / 247,58 lb
Netto weight	44 Kg / 97 lb	50 Kg / 110,23 lb	72 Kg / 158,73 lb	94 Kg / 207,23 lb
Dimensions of the screen (W x H x D)	1288.6x806.4x89.1m	1517.5x941.5x92.6m	1747.2x1074.7x106.7mm	2001x1221x116mm

	50,73x31,74x3,51 inch	59,74x37,07x3,65 inch	68,79x42,31x4,2 inch	78,76x48,05x4,55 inch
Dimensions of the packaging (W x H x D)	1420x910x240mm 55,91x35,83x9,45 inch	1660x1045x240mm 65,35x41,14x9,45 inch	1895x1160x240mm 74,61x45,67x9,45 inch	2140x1310x240mm 84,25x51,57x9,45 inch
VESA standard	VESA 400x400 mm	VESA 400x400 mm	VESA 600x400 mm	VESA 700x400 mm
Certifications	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM and Energy Star	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM and Energy Star	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM	CE: EMC+LVD/FCC-IC/Ro HS/UL+CB, RCM
Warranty	5 years	5 years	5 years	5 years
Environmental conditions	55"	65"	75"	86"
Operation temperature	0°C - 38°C / 32 - 100°F	0°C - 38°C / 32 - 100°F	0°C - 38°C / 32 - 100°F	0°C - 38°C / 32 - 100°F
Storage temperature	-20°C - 60°C / -4 - 140°F	-20°C - 60°C / -4 - 140°F	-20°C - 60°C / -4 - 140°F	-20°C - 60°C / -4 - 140°F
Storage humidity	10% - 90%	10% - 90%	10% - 90%	10% - 90%
Operation humidity	10% - 90%	10% - 90%	10% - 90%	10% - 90%

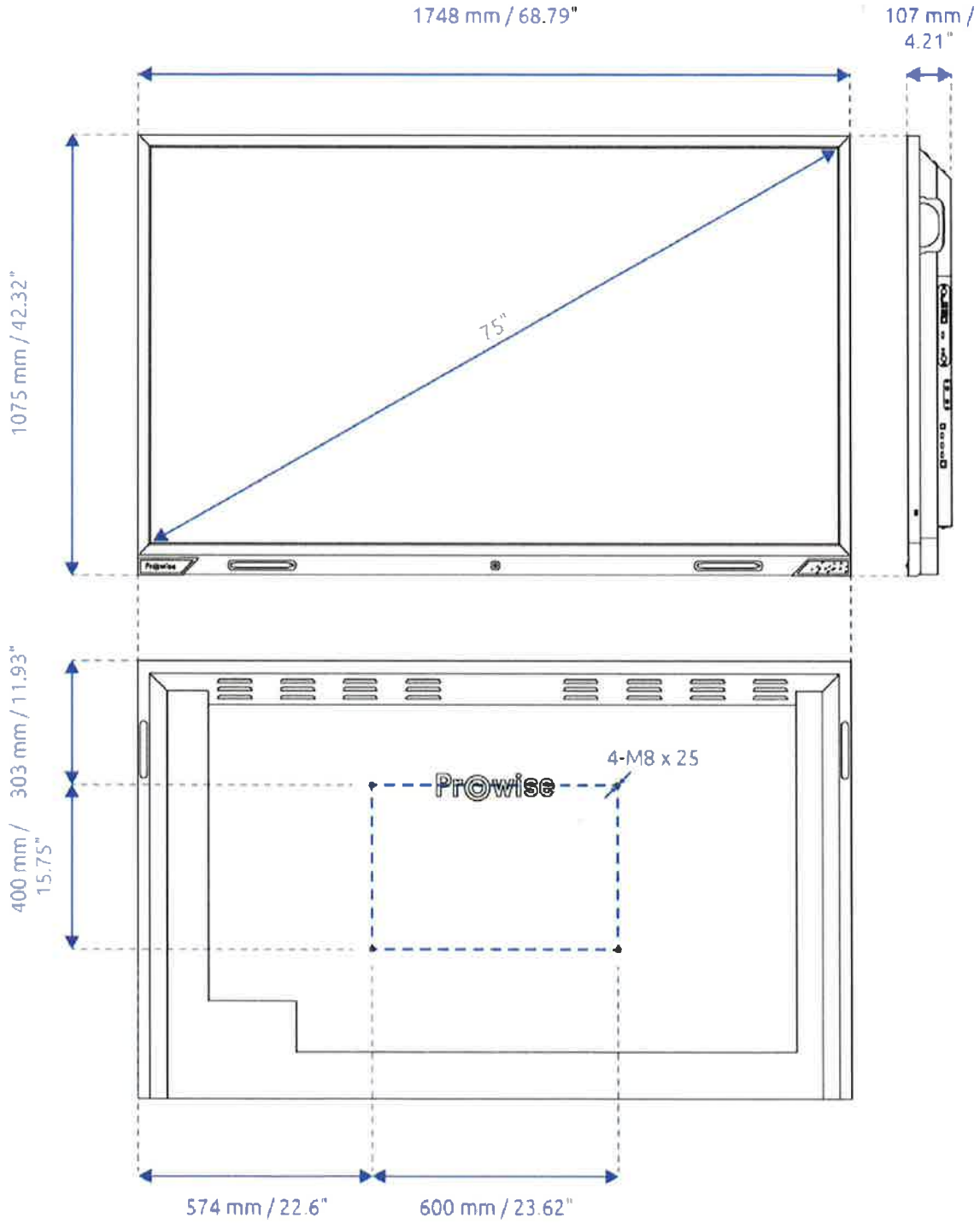
Dimensions Prowise Touchscreen 55"



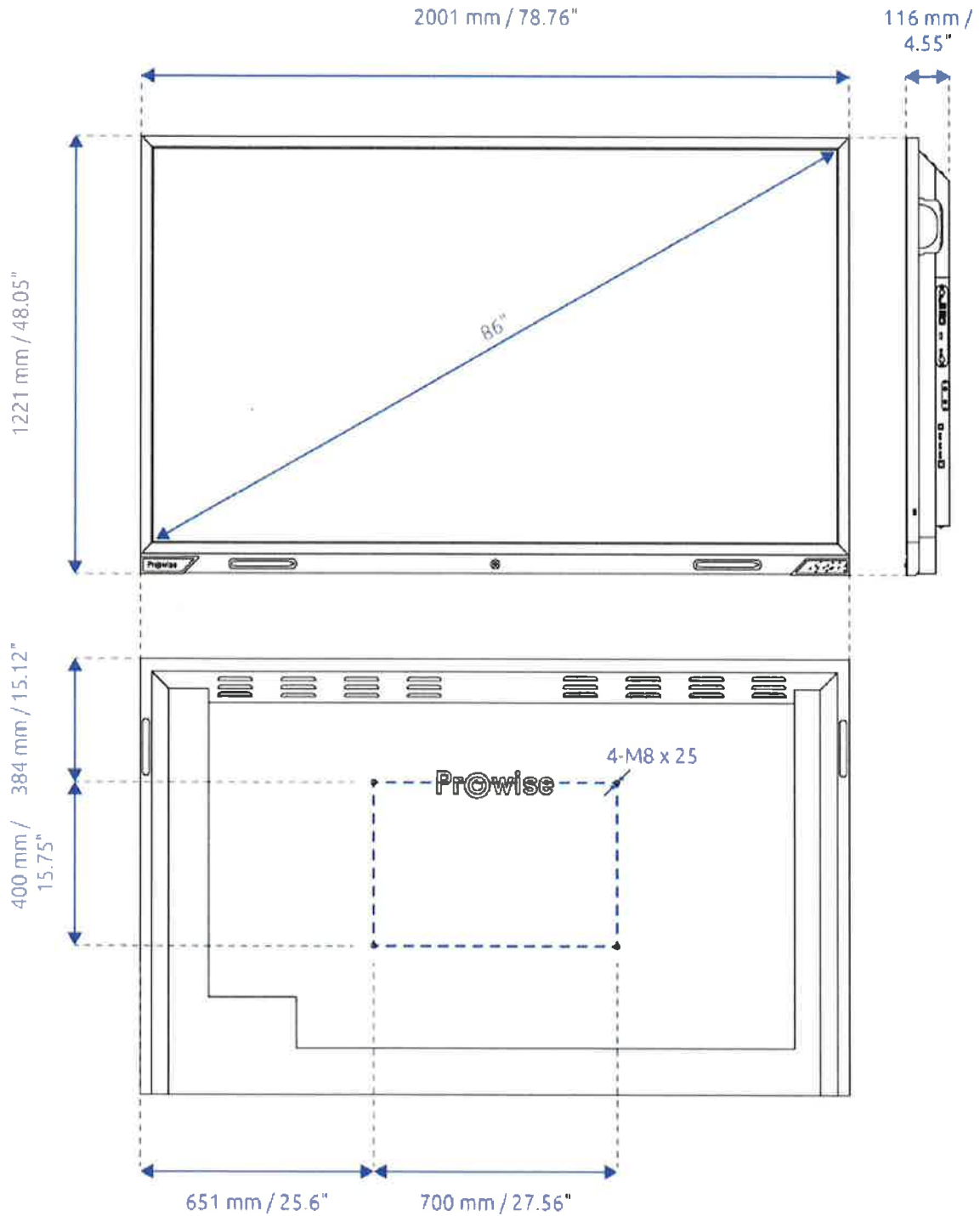
Dimensions Prowise Touchscreen 65"



Dimensions Prowise Touchscreen 75"



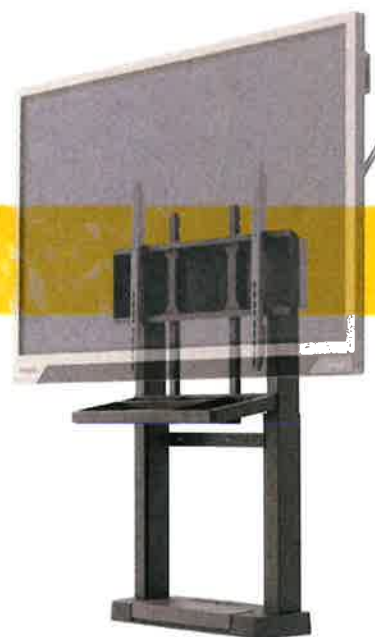
Dimensions Prowise Touchscreen 86"





Prowise iPro Wall Lift

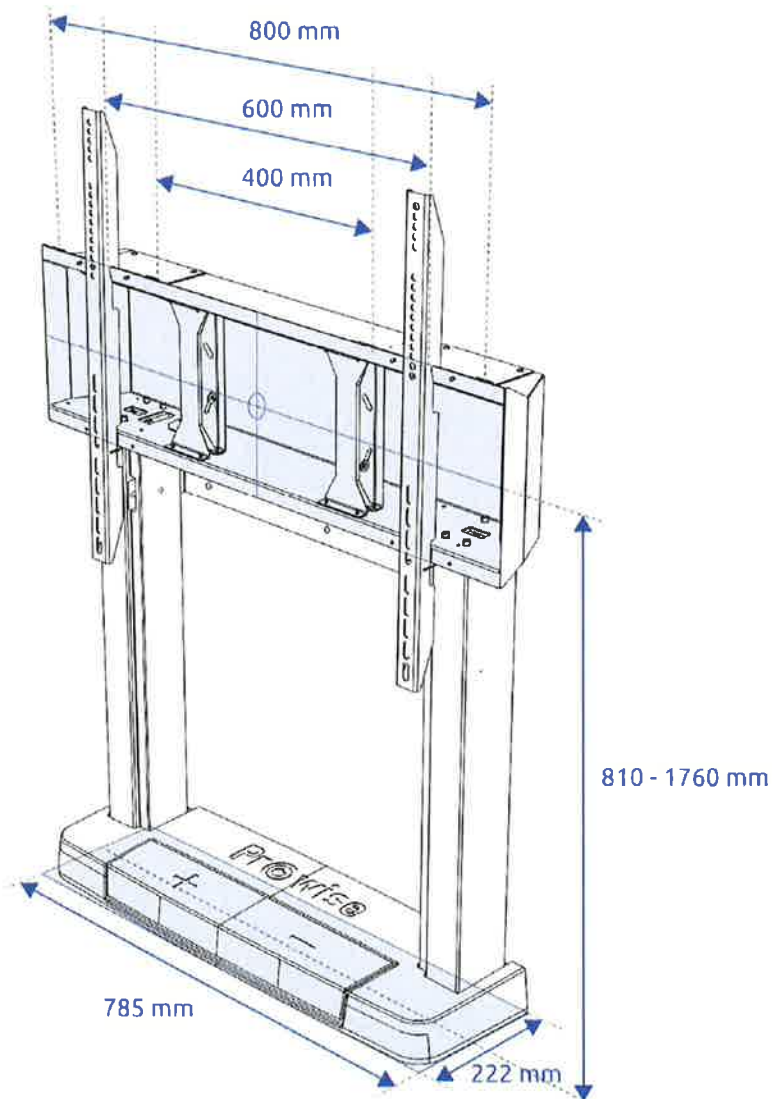
Ensure your touchscreen is always positioned at the right height with a lift system attached to the wall.



PW.1.21002.0002

Suitable for	All Prowise touchscreens, maximum dimensions VESA mount 800 x 600 mm
Dimensions ground surface (WxDxH)	785 mm x 222 mm x 71 mm
Maximum load	110 kg
Speed of the lift	38 mm /s
Power	100-240V AC 50-60Hz (universal)
Stand-by power consumption	0,1 Watt
Duty cycle columns	5%
Soft-start and soft-stop	Yes
Noise level	Low, standard < 55 dB (A)
Protection against overload (EOP)	Yes
Columns with integrated anti-collision sensors	Yes, PIEZO™ sensors
Material	Steel/ABS
Colour	Steel = RAL 9005 / ABS = RAL anthracite/black
Keyboard storage (option)	Yes, with the Prowise iPro Keyboard Tray for storing your keyboard, mouse and other accessories.
Option to place the lift at a greater distance from the wall	Yes, with the iPro Wall lift extension kit
Touchscreen control via Prowise Central	Yes, USB connection
Foot controller	Yes

Certifications	CE
Warranty	5 year
Gross weight	41 kg
Net weight	37 kg
Dimensions of the total packaging (WxDxH)	887 mm x 235 mm x 965 mm





Prowise iPro Tilt & Toddler Lift

Adjust height and angle of the touchscreen and move it to any location. Due to the tilt option the touchscreen can also be used as a touch table. The Toddler Lift is able to descend such that even the shortest students can participate.

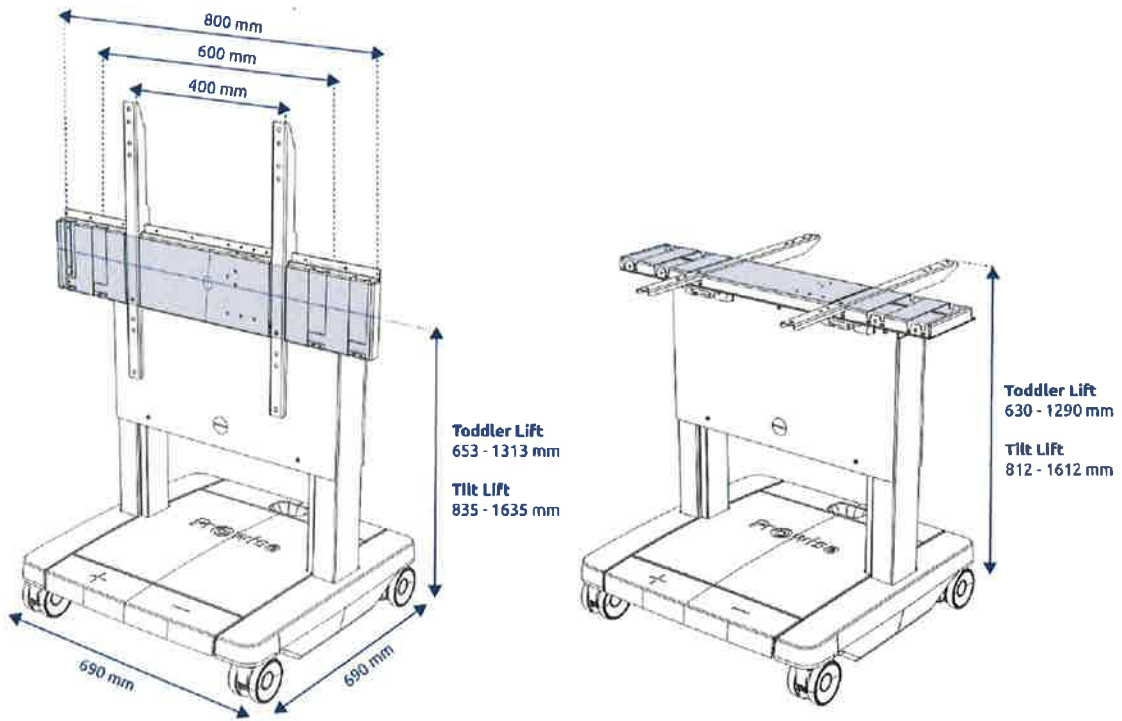


iPro Toddler Lift PW.1.21007.0002

iPro Tilt Lift PW.1.21005.0003

Suitable for	Prowise touchscreens up to 65 inch, Maximum dimension VESA mount 800 x 600 mm
Dimensions ground surface (WxDxH)	690 mm x 690 mm x 160 mm
Maximum load	75 kg
Speed of the lift	38 mm/s
Power	100-240V AC 50-60Hz (universal)
Stand-by power consumption	0,1 Watt
Duty cycle columns	5%
Soft-start and soft-stop	Yes
Noise level	Low, standard < 55 dB (A)
Protection against overload (EOP)	Yes
Columns with integrated anti-collision sensors	Yes, PIEZO™ sensors
Material	Steel/ABS
Colour	Steel = RAL 9005 / ABS = anthracite/black
Touchscreen control via Prowise Central	Yes, USB connection
Foot controller	Yes
Remote control	Yes
Wheels	Double safety wheels, ∅100 mm, made of polyamide
Certifications	CE

Warranty	5 year
Gross weight	64 kg (iPro Toddler Lift) 70 kg (iPro Tilt Lift)
Net weight	55 kg (iPro Toddler Lift) 61 kg (iPro Tilt Lift)
Dimensions of the total packaging (WxDxH)	887 mm x 712 mm x 780 mm (iPro Toddler Lift) 887 mm x 712 mm x 920 mm (iPro Tilt Lift)



Prowise

Lifts

With the right lift, you'll get the most out of your touchscreen. Want it to stay steady on the wall? Or do you want to tilt and move it around? Whatever you need, we have the right lift for it.



	All-in-One lift (late 2015 model)	Mobile Lift	Wall Lift
Min height vertical position	989 mm / 38.94 inches	1192 mm / 46.93 inches	1283 mm / 50.51 inches
Min height horizontal position	664 mm / 26.14 inches	N/A	N/A
Max. height vertical position	1649 mm / 64.92 inches	1852 mm / 72.91 inches	2138 mm / 84.17 inches
Max. height horizontal position	1324 mm / 52.13 inches	N/A	N/A
Measurements, ground surface	570 x 630 mm / 22.44 x 24.80 inches	570 x 630 mm / 22.44 x 24.80 inches	550 x 125 mm / 21.65 x 4.92 inches
Range	660 mm / 25.98 inches	660 mm / 25.98 Inches	675 mm / 26.57 inches
Tilt	90°	N/A	N/A
Max lift weight	75 kg / 165.35 lbs	110 kg / 242.51 lbs	110 kg / 242.51 lbs
Applies to	Prowise 42", 55" and 65"	All Prowise screens	All Prowise screens
Wheels	Swivel castor with directional lock, housing made from high grade synthetic materials with metal parts made of Stainless Steel, double ball bearing swivel head	Swivel castor with directional lock, housing made from high grade synthetic materials with metal parts made of Stainless Steel, double ball bearing swivel head	N/A
Wheel diameter	125 mm / 4.92 inches	125 mm / 4.92 inches	N/A
Power	~ 100-120 V (50/60Hz) and ~ 220-240 V (50/60Hz)	~ 100-120 V (50/60Hz) and ~ 220-240 V (50/60Hz)	~ 100-120 V (50/60Hz) and ~ 220-240 V (50/60Hz)
Stand-by power consumption	0,1 Watt	0,1 Watt	0,1 Watt
Duty cycle columns	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.
Duty cycle actuator	10% ~ 6 min. of 2 minutes continuous use followed by 18 minutes not in use.	N/A	N/A
Soft Start / Stop function	Yes	Yes	Yes



Noise level	Low	Low	Low
Protection against overload (EOP)	Yes	Yes	Yes
Anti-Collision TM (software)	No	No	Yes
Column with integrated anti-collision sensor	Yes	Yes	No
Materials	Steel	Steel	Steel
Color	RAL 9006 (column) and RAL 9005 (basebox)	RAL 9006 (column) and RAL 9005 (basebox)	RAL 9006
Keyboard storage included	No	Yes	Yes
UTP config-port	Yes	Yes	No
Hand control remote	Yes	No	No
Keypad	No	Yes	Yes
Certifications	GS/CE/ FCC/IC and RCM	GS/CE/ FCC/IC and RCM	GS/CE/ FCC/IC and RCM
Warranty	5 year	5 year	5 year
Gross Weight	59 kg / 130.07 lbs	64 kg / 141.1 lbs	45 kg / 99.21 lbs
Netto Weight	56 kg / 123.46 lbs	55 kg / 121.25 lbs	41 kg / 90.39 lbs
Dimensions of the total packing (W x H x D)	660 x 322 x 573 mm / 25.98 x 12.68 x 22.56 inches	972 x 574 x 715 mm / 38.27 x 22.6 x 28.15 inches	1255 x 590 x 220 mm / 49.41 x 23.23 x 8.66 inches



Bringing the Future of Education Technology to Students Today

Prepared for:
Magnolia Public Schools



Interactive Displays

Proposal & Statement Of Work

Feb 2019



COMPANY OVERVIEW

STS Education is a technology solutions company located in Southern California with distribution facilities throughout the US. For more than 15 years STS has been providing the right technology for less money to K-12 schools and has been recognized by Inc. Magazine as one of the fastest growing privately-held companies since 2012. From Second-Life Hardware™ with a lifetime parts warranty to complete IT and Network Management solutions, STS is an upcoming industry leader with a foundation built on legendary customer service.

The roots of STS started in 2001 when then EduTech began providing schools with reconditioned computers in response to a California state initiative that granted technology funding to high schools. In 2010 EduTech merged with Pacific OneSource, under a unified goal to provide cost-effective technology solutions to classrooms nationwide. Today, STS Education is an Ed-tech company that has a curated set of purpose-built for education products, services and solutions that revolve around four areas, Operational Sustainability, Collaboration and Engagement, STEAM and Software.



Hardware

PROMETHEAN iSeries Panel – 65" HD & 75" 4K



The ActivPanel i-Series is the essential interactive panel for customers looking to replace their projector-based systems with a long-term, reliable solution from the world’s leading education company. Select from optional display computing, premium sound, and versatile mounting configurations as classroom needs change over time, select from optional display computing, premium sound, and versatile mounting configurations.

Computing

ACTIVCONNECT ANDROID OPS



Apps For Instruction

Launch any Android App Store to browse and download apps, games and other content to use on the ActivPanel.



Mirroring Made Simple

Promethean's ActivCast™ App ensures you can connect Windows®, Mac OS®, iOS®, Chrome OS™ and Android™ to start mirroring.



Share & Interact With Multimedia Content

Use a connected mobile device to receive, send, draw, or interact with digital lesson content.



Wireless Presenting

Observe and intervene with individual work teams while mirroring lesson content from anywhere in the classroom using a mobile device.

Accessories

FIXED MOBILE STAND



HEIGHT ADJUSTABLE WALL MOUNT



Software

ACTIVINSPIRE

Empower teachers to bring lessons to life by enabling student interaction and collaboration on interactive whiteboards and interactive panels.



Dual Interface

Easily switch between “Primary” for young learners and “Studio” for older students.



Support for Mathematical Equations

Use the Equation Editor to add mathematical equations into a flipchart or into questions or response options for learner response devices.



Integrated Tools

Deliver engaging lessons on your front of the classroom display surface with Revealer, Spotlight Focus Tools, Magic Ink, Clock and Math tools



Increased Collaboration

Dual-user input and pen and multi-touch functionality (dependent on your display surface) encourage students to engage, interact and work together

CLASSFLOW

Improve student engagement by facilitating the interactive and collaborative use of classroom devices, digital curriculum & assessments for learning.



Deliver Interactive Lessons

Engage every student by presenting and sharing interactive lesson materials such as videos, images and other digital content.



Differentiate Instruction

Customize lesson content and delivery for individual students or different groups.



Measure Student Learning

Assess student comprehension in the moment of learning through formative assessment and instant polling.



Extend Learning Beyond the Classroom

Instill in students independent problem-solving skills by implementing student-centered learning models

Services

Professional Development

The Promethean Professional Services team has the ability and experience to develop a customized solution for implementation, consultation and professional development. All training sessions are designed to engage educators in professional learning that is guided by their needs and requirements to help them seamlessly integrate technology into curriculum and instruction. Promethean Professional Services provides a suite of offerings that will guide you through effective instruction with your Promethean solution. Each implementation begins with a pre-consultation to ensure your educators are receiving courses that will impact their everyday teaching.

- Standards Driven – Aligned to National and Regional Standards.
- Maximize Return on Investment – Informed and inspired teachers utilizing technology to the fullest capacity add to the value of that technology, leading to greater student engagement and greater student achievement.
- Applicable – Consultants provide customized professional services that enable national, regional and local educational institutions reach their goals and initiatives.

Education Consultants will align all training to the district goals, provide quarterly updates on training progress, provide metrics on training outcomes and stay in constant contact with the district on a day-to-day basis making sure both parties are aligned and expectations are being met.

Maintenance & Technical Support

Phone and online technical support available at no charge and with no time limits directly through Promethean.

The Promethean products should not require any annual maintenance. Any product issues are covered under the Manufacturers Warranty. Detailed Warranty Information can be Found Here: <https://www.prometheanworld.com/products/warranty-activcare>

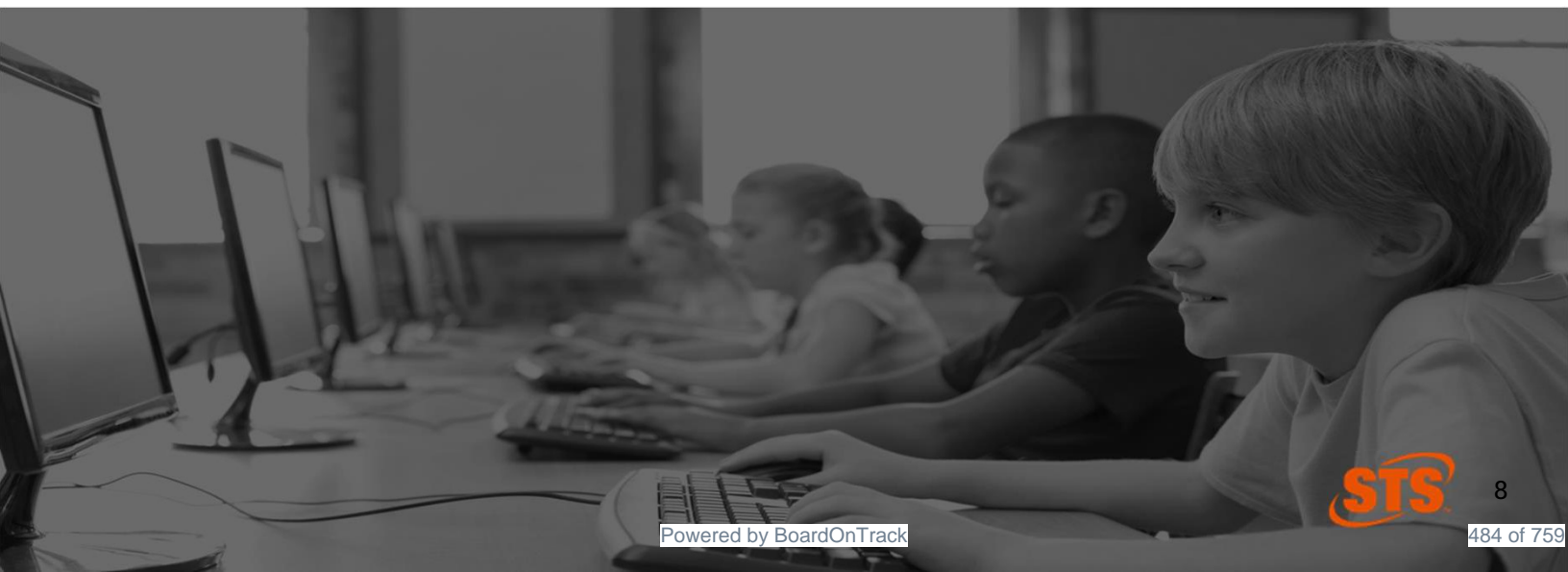


Estimated Timeline for Delivery and Install

ActivPanels and Wall Mounts/Mobile Stands can be delivered 2 weeks after order is processed with STS Education depending on the availability and need of Magnolia Public Schools. STS Education will be available for Installation between the dates of March 15th, 2019 - March 30th, 2019 as specified by Magnolia Public Schools.

Example Timeline

- **03/22/19**- Order received by STS Education
- **04/05/19**- ActivPanels, Wall Mounts, and Mobile Stands delivered to Magnolia Public Schools.
- **04/08/19-04/22/2019**- Deployment and Installation of ActivPanels



iSeries Pricing – 75" with Adj Wall Mount

Magnolia Science Academy 1	Price/Unit	Total
Promethean iSeries 75" 4K (20)	\$3,099.00	\$61,980.00
ActivPanel Adjustable Wall Mount (20)	\$599.00	\$11,980.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Wall Mount Installation (20)	\$425.00	\$8,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax	\$7,026.20	
Total	\$89,626.20	

Magnolia Science Academy 8	Price/Unit	Total
Promethean iSeries 75" 4K (6)	\$3,099.00	\$18,594.00
ActivPanel Adjustable Wall Mount (6)	\$599.00	\$3,594.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Wall Mount Installation (6)	\$425.00	\$2,550.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax	\$2,107.86	
Total	\$26,887.86	

iSeries Pricing – 75" with Fixed Stand

Magnolia Science Academy 1	Price/Unit	Total
Promethean iSeries 75" 4K (20)	\$3,099.00	\$61,980.00
ActivPanel Fixed Mobile Stand (20)	\$429.00	\$8,580.00
Extended 5 Year Onsite Warranty		Included
ClassFlow Lesson Delivery Software		Included
ActivInspire Lesson Building Platform		Included
Professional Development		Unlimited
Shipping		Included
Fixed Stand Installation/Deployment (20)	\$225.00	\$4,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax		\$6,703.20
Total		\$81,903.20

Magnolia Science Academy 8	Price/Unit	Total
Promethean iSeries 75" 4K (6)	\$3,099.00	\$18,594.00
ActivPanel Fixed Mobile Stand (6)	\$429.00	\$2,574.00
Extended 5 Year Onsite Warranty		Included
ClassFlow Lesson Delivery Software		Included
ActivInspire Lesson Building Platform		Included
Professional Development		Unlimited
Shipping		Included
Fixed Stand Installation/Deployment (6)	\$225.00	\$1,350.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax		\$2,010.96
Total		\$24,570.96

iSeries Pricing – 65" with Adj Wall Mount

Magnolia Science Academy 1	Price/Unit	Total
Promethean iSeries 65" HD (20)	\$2,099.00	\$41,980.00
ActivPanel Adjustable Wall Mount (20)	\$599.00	\$11,980.00
Extended 5 Year Onsite Warranty		Included
ClassFlow Lesson Delivery Software		Included
ActivInspire Lesson Building Platform		Included
Professional Development		Unlimited
Shipping		Included
Wall Mount Installation (20)	\$425.00	\$8,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax		\$5,126.20
Total		\$67,726.20
Magnolia Science Academy 8	Price/Unit	Total
Promethean iSeries 65" HD (6)	\$2,099.00	\$12,594.00
ActivPanel Adjustable Wall Mount (6)	\$599.00	\$3,594.00
Extended 5 Year Onsite Warranty		Included
ClassFlow Lesson Delivery Software		Included
ActivInspire Lesson Building Platform		Included
Professional Development		Unlimited
Shipping		Included
Wall Mount Installation (6)	\$425.00	\$2,550.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax		\$1,537.86
Total		\$20,317.86

iSeries Pricing – 65" with Fixed Stand

Magnolia Science Academy 1	Price/Unit	Total
Promethean iSeries 65" HD (20)	\$2,099.00	\$41,980.00
ActivPanel Fixed Mobile Stand (20)	\$429.00	\$8,580.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Fixed Stand Installation/Deployment (20)	\$225.00	\$4,500.00
CA Environmental Waste Fee (20)	\$7.00	\$140.00
Tax	\$4,803.20	
Total	\$60,003.20	
Magnolia Science Academy 8	Price/Unit	Total
Promethean iSeries 65" HD (6)	\$2,099.00	\$12,594.00
ActivPanel Fixed Mobile Stand (6)	\$429.00	\$2,574.00
Extended 5 Year Onsite Warranty	Included	
ClassFlow Lesson Delivery Software	Included	
ActivInspire Lesson Building Platform	Included	
Professional Development	Unlimited	
Shipping	Included	
Fixed Stand Installation/Deployment (6)	\$225.00	\$1,350.00
CA Environmental Waste Fee (6)	\$7.00	\$42.00
Tax	\$1,440.96	
Total	\$18,000.96	

Installation Pricing

Magnolia Science Academy 1	Price/Unit
Fixed Stand Installation/Deployment	\$225.00
Wall Mount Installation	\$425.00

Magnolia Science Academy 8	Price/Unit
Fixed Stand Installation/Deployment	\$225.00
Wall Mount Installation	\$425.00



The Right Technology



Jeremy Gilbert | K12 Consultant
866-499-2580 • jeremy.gilbert@stseducation-us.com

www.schooltechsupply.com

Powered by BoardOnTrack

490 of 759

Promethean®

March 5, 2019

Magnolia Public Schools
250 E. 1st Street, Suite 1500
Los Angeles, CA 90012

Re: RFP for Magnolia Science Academy-1 and Magnolia Science Academy-8
Interactive Displays 2019

To Whom it May Concern:

Pursuant to the above-referenced RFP, this letter is to certify that Pacific OneSource Inc dba STS education ("STS education") is an authorized reseller of Promethean products in the state of California. This authorization is valid through March 5, 2020.

If you have any questions regarding STS education's ability to sell Promethean products, please do not hesitate to contact us.

Sincerely,



Chris Williams
Head of Channels, Americas Market
Promethean, Inc.
Chris.Williams@prometheanworld.com

CC: Steve Omlor
Shawn Runner
Eric Sweet
Tanya Hague
Denise Bashaw
Kathryn Wolf
Nicole Blair



ProColor 652

Touch technology and collaboration are brought to life with the brilliance of our 4K ultra high-definition LCD flat panel Android display.



Features

- Up to 20 single-point users or 10 dual-touch and gestures users with Touch 360° interactivity, driving collaborative learning to a new level.*
- Built-in Android OS for touch control plus Whiteboard app.
- 4K video resolution (3,840 x 2,160).
- LED backlighting for energy efficiency.
- Includes MimioStudio™ classroom software with 3-device MimioMobile™ license.

* Multi-touch available on Windows systems. Mac and Linux are single touch.

To learn more, visit boxlight.com/procolor or call 866.972.1549.



Options

- Internal Windows 10 PC (available with Intel i5 or i7)
- Wall mount
- Wi-Fi module

Specifications

Dimensions and Weight	
Overall Dimensions (W x H x D)	1,522 mm x 944 mm x 98 mm (61.1 in. x 37.2 in. x 3.9 in.)
Net Weight	46kg (101.4 lb.)
Packaged Dimensions (W x H x D)	1,697 mm x 1,071 mm x 220 mm (66.8 in. x 42.2 in. x 8.7 in.)
Gross Weight	57 kg (126 lb.)
Effective Screen Size (W x H)	1,428 mm x 803 mm (56.24 in. x 31.63 in.)
Active Screen Size (Diagonal)	65 in.
Image	
Display Format Native Resolution	3,840 x 2,160
Aspect Ratio	16:9
Picture Response Time (Gray to Gray)	8 ms
Refresh Frequency	60 Hz
Pixel Pitch	0.496 mm x 0.372 mm
Pixel Density	68.3 DPI (dots per inch)
Panel Resolution	3,840 x 2,160
Display Colors	1.07 B (10-bit)
Brightness (typical)	350 nits
Contrast Ratio	1,200:1

To learn more, visit boxlight.com/procolor or call 866.972.1549.



Viewing Angle	Hor. 178°, Ver. 178°
Backlight Life (estimated)	50,000 hours
Touch Tracking	
Tracking Technology	Touch 360° Infrared
Touch Points Operating Systems	20-touch: Windows 7+ Single touch: Mac OS 10.8+, Linux, Chrome
Touch Tool	Stylus, finger (even if gloved), or solid object
Tracking Accuracy	+/-2mm (0 in.)
Tracking Read Speed	>125 frames/s
Tracking Response Time	12 ms
Tracking Points	32,767 x 32,767
Safety	
Anti-Glare Glass	Yes
Protective Glass	4 mm tempered glass Level 7 Mohs
Connections	
Input/Output	<p>Input:</p> <ul style="list-style-type: none"> - VGA x 1 - HDMI-4K V1.4 x 2 - HDMI-4K V2.0 x 1 - PC audio x 1 - DisplayPort x 1 <p>Output:</p> <ul style="list-style-type: none"> - HDMI x 1 - Earphone out x 1 - Digital audio output coax x 1 <p>USB:</p> <ul style="list-style-type: none"> - USB 2.0 x 4 (2 in front, 1 on side, 1 on the bottom) - USB 3.0 x 2 (1 in front, 1 on side) - USB 2.0 Type-B for touch control (on side) - RS-232 x 1 - LAN RJ-45 x 1

To learn more, visit boxlight.com/procolor or call 866.972.1549.



Audio	
Output	12 W x 2
Sound System	Stereo
Equalizer	Yes
Sound Status Memory	Yes
Balance	Yes
Environmental	
Storage Temperature	-20° to 60° C (-4° to 140° F)
Storage Humidity	10% to 90%
Operating Temperature	0° to 40° C (32° to 104° F)
Operating Humidity	10% to 90%
Power Requirement	100–240 VAC 60/50 Hz
Power Consumption (Operating)	265 W
Power Consumption (Sleep Mode)	<0.5 W
Mount	
Mounting Screw Size	M8 x 25 mm
VESA Form Factor	600 x 400 mm
Accessories	
HDMI Cable	1 x 3 m
AC Power Cable	1 x 3 m
USB Cable	1 x 5 m

To learn more, visit boxlight.com/procolor or call 866.972.1549.



Passive Stylus	3 x magnetic
Remote Control	1 (with batteries)
Wall Mount	Optional
Internal PC Module	Optional
Android	
Version	Android 5.1 "Jelly Bean"
CPU	ARM Cortex A53 Dual Core
GPU	Quad Core
RAM	2 GB
ROM	16 GB

What's in the box:

Hardware

- Magnetic stylus x 3
- Remote control with batteries

Documentation

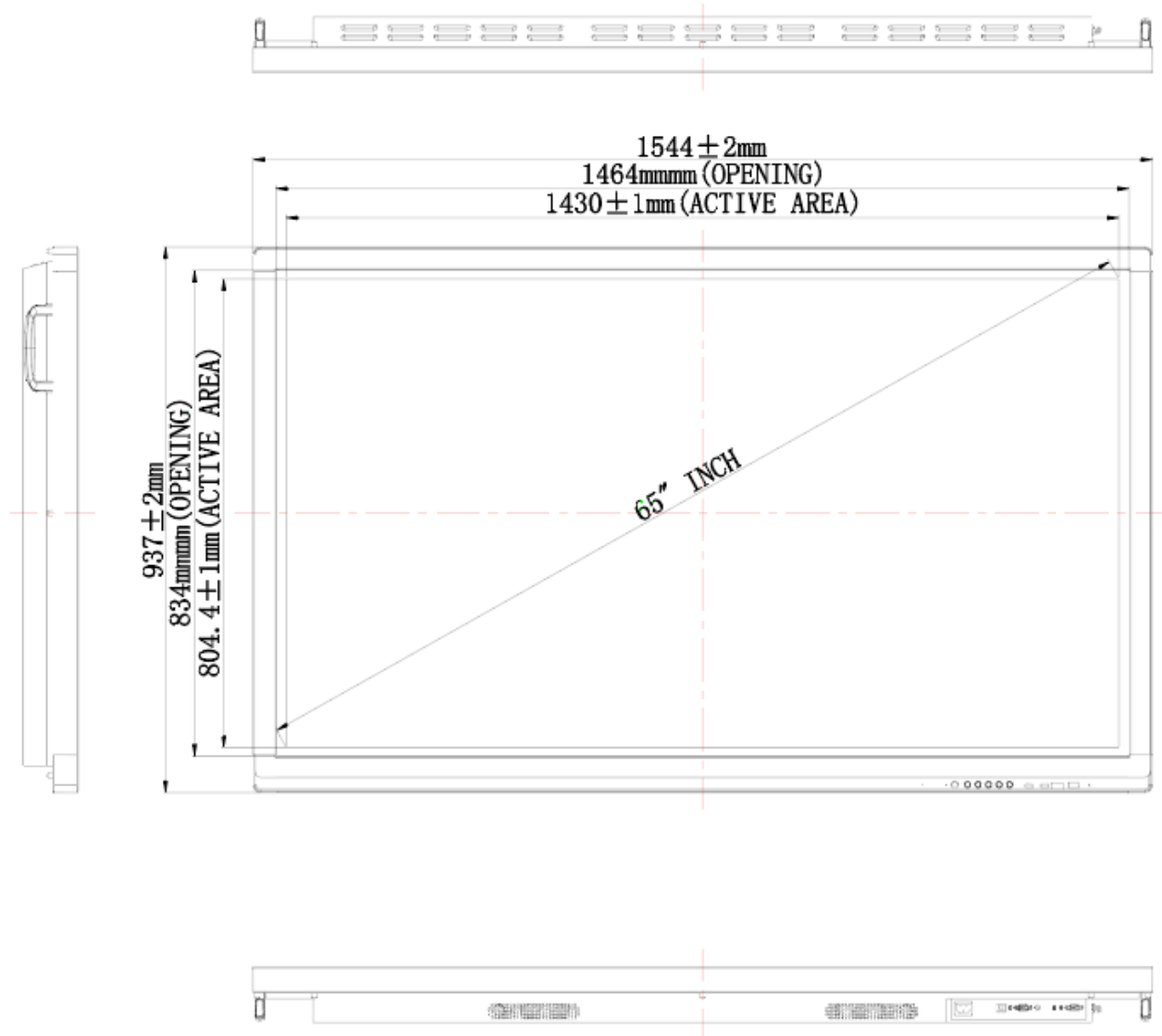
- MimioStudio license
- Warranty card
- QuickStart Guide

Cables

- HDMI cable (3 m)
- USB A-to-B for touch (5 m)
- US power cord (3 m)



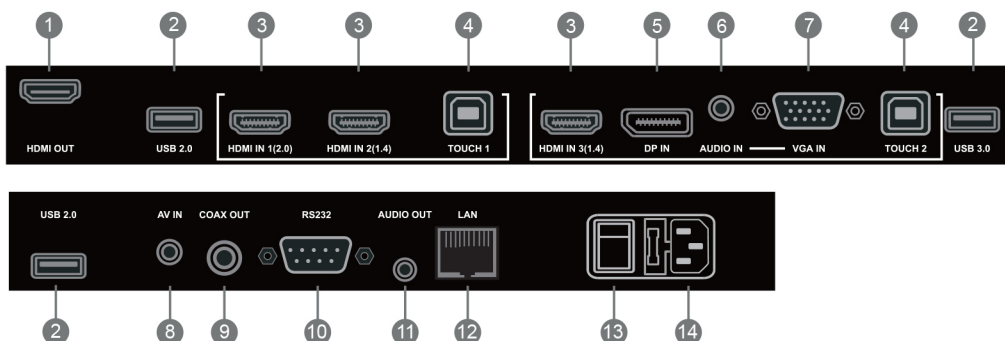
Drawings



To learn more, visit boxlight.com/procolor or call 866.972.1549.



Connections



Items	Function description
1 HDMI OUT	Displays whatever is on the screen, including Android annotation.
2 USB	Connect USB devices such as mobile hard disk, U disk, USB keyboard and mouse, USB drives, etc.
3 HDMI IN	HDMI input
4 TOUCH	Touch signal output for connection to external computer
5 DP	DisplayPort input
6 AUDIO IN	Line level audio input
7 VGA IN	VGA input
8 AV IN	Composite video + audio input - 3.5mm 4-conductor
9 COAX OUT	Digital audio output - "RCA" connector
10 RS-232	Control interface
11 AUDIO OUT	Output to an external amplifier and speaker
12 LAN	RJ-45 connector
13 AC SWITCH	Master power switch
14 AC IN	AC power input

HDMI = High-definition multimedia interface

Specifications are subject to change without notice.

To learn more, visit boxlight.com/procolor or call 866.972.1549.



ProColor 752U

Students will see everything with Boxlight's vibrant 75" ProColor interactive LCD flat panel Android display. Touch technology and collaboration are brought to life with the brilliance of 4K ultra high-definition.



Features

- 75" interactive flat panel display.
- Up to 20 single-point users or 10 dual-touch and gestures users with Touch 360° interactivity, driving collaborative learning to a new level.*
- Built-in Android OS for touch control plus Whiteboard app.
- 4K video resolution (3,840 x 2,160).
- LED backlighting for energy efficiency.
- Includes MimioStudio™ classroom software with 3-device MimioMobile™ license.

* Multi-touch available on Windows systems. Mac and Linux are single touch.

To learn more, visit boxlight.com/procolor or call 866.972.1549.



Options

- Internal Windows 10 PC (available with Intel i5 or i7)
- Wall mount
- Android module
- Wi-Fi module

Specifications

Dimensions and Weight	
Overall Dimensions (W x H x D)	1,764 mm x 1,043 mm x 100 mm (69.5 in. x 41.1 in. x 3.9 in.)
Net Weight	58 kg (127.7 lb.)
Packaged Dimensions (W x H x D)	1,913 mm x 1,225 mm x 280 mm (75.3 in. x 48.2 in. x 11.0 in.)
Gross Weight	82 kg (180.8 lb.)
Effective Screen Size (W x H)	1,650 mm x 928 mm (65.0 in. x 36.5 in.)
Active Screen Size (Diagonal)	75 in.
Image	
Display Format Native Resolution	3,840 x 2,160
Aspect Ratio	16:9
Picture Response Time (Gray to Gray)	8 ms
Refresh Frequency	60 Hz
Pixel Pitch	0.43 mm x 0.43 mm
Pixel Density	59.1 DPI (dots per inch)
Panel Resolution	3,840 x 2,160
Display Colors	1.07 B (10-bit)

To learn more, visit boxlight.com/procolor or call 866.972.1549.



Brightness (typical)	350 nits
Contrast Ratio	1,200:1
Viewing Angle	Hor. 178°, Ver. 178°
Backlight Life (estimated)	50,000 hours
Touch Tracking	
Tracking Technology	Touch 360° Infrared
Touch Points Operating Systems	20-touch: Windows 7+ Single touch: Mac OS 10.8+, Linux, Chrome
Touch Tool	Stylus, finger (even if gloved), or solid object
Tracking Accuracy	+/-2mm (0 in.)
Tracking Read Speed	>125 frames/s
Tracking Response Time	12 ms (typical)
Tracking Points	32,767 x 32,767
Safety	
Anti-Glare Glass	Yes
Protective Glass	4 mm tempered glass Level 7 Mohs
Connections	
Input/Output	Input: - VGA x 1 - HDMI-4K V1.4 x 2 - HDMI-4K V2.0 x 1 - PC audio x 1 - DisplayPort x 1 Output: - HDMI x 1 - Earphone out x 1 - Digital audio output coax x 1 USB: - USB 2.0 x 4 (2 in front, 1 on side, 1 on the bottom) - USB 3.0 x 2 (1 in front, 1 on side)

To learn more, visit boxlight.com/procolor or call 866.972.1549.



	<ul style="list-style-type: none"> - USB 2.0 Type-B for touch control (on side) Control/Network: <ul style="list-style-type: none"> - RJ45/LAN x 1 (bottom) - RS232 x 1 (bottom)
Audio	
Output	12 W x 2
Sound System	Stereo
Equalizer	Yes
Sound Status Memory	Yes
Balance	Yes
Environmental	
Storage Temperature	-20° to 60° C (-4° to 122° F)
Storage Humidity	10% to 90%
Operating Temperature	0° to 40° C (32° to 104° F)
Operating Humidity	10% to 90%
Power Requirement	100–240 VAC 60/50 Hz
Power Consumption (Operating)	400 W
Power Consumption (Sleep Mode)	<0.5 W
Mount	
Mounting Screw Size	M8 x 25 mm
VESA Form Factor	800 by 400 mm
Accessories	
HDMI Cable	1 x 3 m
AC Power Cable	1 x 3 m

To learn more, visit boxlight.com/procolor or call 866.972.1549.



USB Cable	1 x 5 m
Passive Stylus	3 x magnetic
Remote Control	1 (with batteries)
Wall Mount	Optional
Internal PC Module	Optional
Android	
Version	Android 5.1 "Jelly Bean"
CPU	ARM Cortex A53 Dual Core
GPU	Quad Core
RAM	2 GB
ROM	16 GB

What's in the box:

Hardware

- Magnetic stylus x 3
- Remote control with batteries

Documentation

- MimioStudio license
- Warranty card
- QuickStart Guide

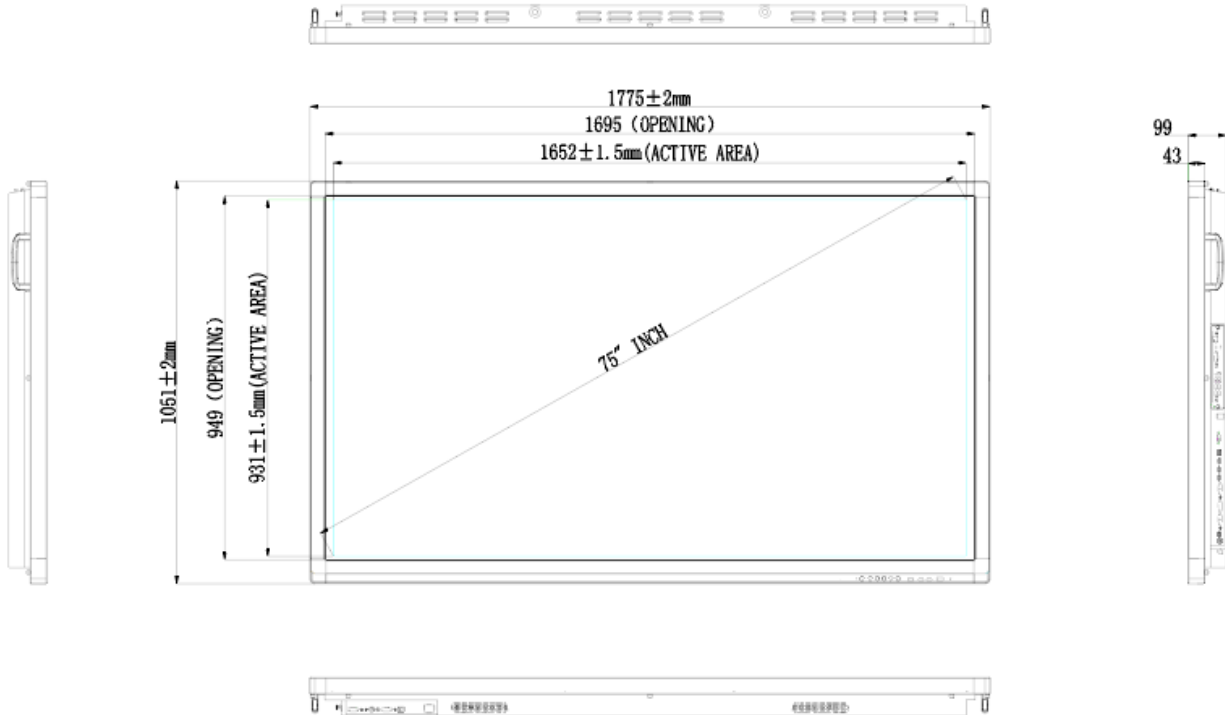
Cables

- HDMI cable (3 m)
- USB A-to-B for touch (5 m)
- US power cord (3 m)

To learn more, visit boxlight.com/procolor or call 866.972.1549.



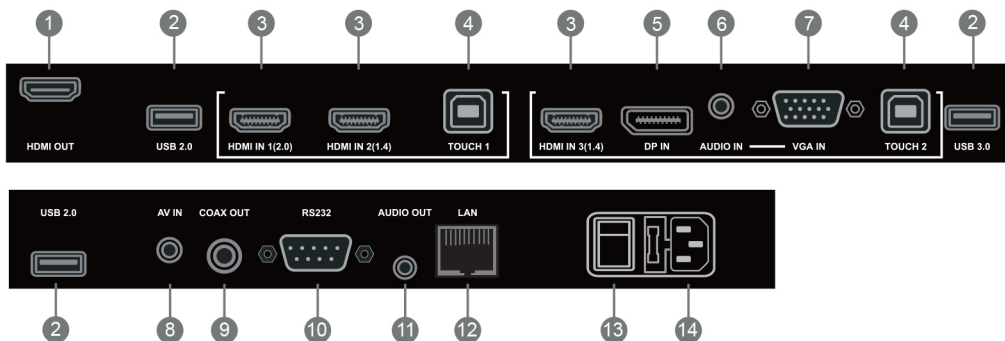
Drawings



To learn more, visit boxlight.com/procolor or call 866.972.1549.



Connections



Items	Function description
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13 AC SWITCH	Master power switch
14 AC IN	AC power input

HDMI = High-definition multimedia interface

Specifications are subject to change without notice.

To learn more, visit boxlight.com/procolor or call 866.972.1549.



Audio•Video•Sales•Design•Service•Installation

31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110293

February 4, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 05/07/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR652U PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	20	34500.00
2	TRT TRTHOVMOUNT DIVERSITRACK FLAT PANEL MOUNT HEIGHT ADJ 5-YEAR WARRANTY.	384.00	20	7680.00

Thank You,

Taxable Amount	Subtotal	42180.00
42180.00	@ 9.500 % Tax	4007.10
	Total	46187.10

Steven Houser
Account Executive

**Don't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...
WE CAN HELP YOU ACHIEVE YOUR GOALS!**



Audio•Video•Sales•Design•Service•Installation

31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110294

February 4, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

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Terms Net 30 FOB Destination Customer # 99999 Expires 05/07/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR752U PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	20	44780.00
2	PMI PMIP5080T TILTING LOW PROFILE FLAT PANEL MOUNT LIFETIME WARRANTY.	118.00	20	2360.00

Thank You,

Taxable Amount	Subtotal	47140.00
47140.00	@ 9.500 % Tax	4478.30
	Total	51618.30

Steven Houser
Account Executive

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Audio•Video•Sales•Design•Service•Installation

31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110295

February 4, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 05/07/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR652U PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	20	34500.00
2	LUX LUXFP1000 ADJUSTABLE HEIGHT ROLLING STAND FOR 65" IFP PRODUCT LIFETIME WARRANTY.	105.00	20	2100.00

Thank You,

Taxable Amount	Subtotal	36600.00
36600.00	@ 9.500 % Tax	3477.00
	Total	40077.00

Steven Houser
Account Executive

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31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110298

February 5, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR752U PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	20	44780.00
2	LUX LUXFP4000 ADJUSTABLE HEIGHT ROLLING STAND FOR 75" IFP LIFETIME WARRANTY.	258.00	20	5160.00

Thank You,

Taxable Amount	Subtotal	49940.00
49940.00	@ 9.500 % Tax	4744.30
	Total	54684.30

Steven Houser
Account Executive

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31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110299

February 5, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St, Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR652U PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	6	10350.00
2	TRT TRTHOVMOUNT DIVERSITRACK FLAT PANEL MOUNT HEIGHT ADJ 5-YEAR WARRANTY.	384.00	6	2304.00

Thank You,

Taxable Amount	Subtotal	12654.00
12654.00	@ 9.500 % Tax	1202.13
	Total	13856.13

Steven Houser
Account Executive

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31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110300

February 5, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR752U PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	6	13434.00

2	PMI PMIP5080T TILTING LOW PROFILE FLAT PANEL MOUNT UP TO 300LBS LIFETIME WARRANTY	118.00	6	708.00

Thank You,

Taxable Amount	Subtotal	14142.00
14142.00	@ 9.500 % Tax	1343.49
	Total	15485.49

Steven Houser
Account Executive

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31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110301

February 5, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR652U PROCOLOR 65IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 5-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP6560.	1725.00	6	10350.00
2	LUX LUXFP1000 ADJUSTABLE HEIGHT ROLLING STAND FOR 65" IFP LIFETIME WARRANTY.	105.00	6	630.00

Thank You,

Steven Houser
Account Executive

Total 10980.00
Plus Applicable Tax

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31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110302

February 5, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 05/08/19

Item #	Description	Unit Price	Qty	Ext. Price
1	BXL BXLPROCOLOR752U PROCOLOR 75IN IR UHD/4K ANDROID INTERACTIVE FLAT PANEL 7-YEAR ON-SITE WARRANTY. ALTERNATE TO VIEWSONIC IFP7550.	2239.00	6	13434.00
2	LUX LUXFP4000 HEIGHT ADJUSTABLE ROLLING STAND FOR 75" IFP LIFETIME WARRANTY.	258.00	6	1548.00

Thank You,

Taxable Amount	Subtotal	14982.00
14982.00	@ 9.500 % Tax	1423.29
	Total	16405.29

Steven Houser
Account Executive

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31805 Temecula Pkwy
#224
Temecula, CA 92592

Quote Number Q420110357

March 6, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
Contact: Rasul Monoshev
Address: 250 East First St,Suite 1500
Los Angeles, CA 90012

Account Executive: Steven Houser
Email: steven.houser@trox.com
Phone: (323)333-4285
Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 04/06/19

Item #	Description	Unit Price	Qty	Ext. Price
1	KWI KWIINSTALL00062 LABOR TO INSTALL 65" OR 75" INTERACTIVE FLAT PANELS DISPLAYS WALL MOUNT OR ROLLING STAND. 1-YEAR LABOR WARRANTY.	299.00	6	1794.00 Non-Taxable

Thank You,

Taxable Amount	0.00	@ 9.500 % Tax	Subtotal	1794.00
				0.00
			Total	1794.00

Steven Houser
Account Executive

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Audio•Video•Sales•Design•Service•Installation

31805 Temecula Pkwy
 #224
 Temecula, CA 92592

Quote Number Q420110358

March 6, 2019

QUOTED TO **TROXELL CONTACT**

Account: Magnolia Public Schools
 Contact: Rasul Monoshev
 Address: 250 East First St,Suite 1500
 Los Angeles, CA 90012

Account Executive: Steven Houser
 Email: steven.houser@trox.com
 Phone: (323)333-4285
 Fax: (818)614-3193

Ref: MSA-1 & MSA-8 interactive displays 2019. product delivery will be within 7 to 10 days after receipt of order and installation will be scheduled for March 15th to March 30th.

Terms Net 30 FOB Destination Customer # 99999 Expires 04/06/19

Item #	Description	Unit Price	Qty	Ext. Price
1	KWI KWIINSTALL00062 LABOR TO INSTALL 65" OR 75" INTERACTIVE FLAT PANELS DISPLAYS WALL MOUNT OR ROLLING STAND. 1-YEAR LABOR WARRANTY.	299.00	20	5980.00 <small>Non-Taxable</small>

Thank You,

Taxable Amount	0.00	@ 9.500 % Tax	Subtotal	5980.00
				0.00
			Total	5980.00

Steven Houser
Account Executive

**Don't forget we are a great source for mounting hardware, screens, replacement lamps, carts, cables, etc...
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To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: March 13, 2018

RE: Approval to grant winning bid for Staples, Digital Synergy – Viewsonic interactive display for wall mount, on mobile cart options and the labor for installation.

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the bid details pertaining to the above matter.

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel

A handwritten date in blue ink that reads "3/15/2015".

Date

A handwritten signature in black ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date in black ink that reads "3/15/2015".

Date

Cover Sheet

Approval of Winning Bids for MPS E-Rate Category 1 and Category 2 Items

Section: IV. Recommendation Items by MPS Facility Committee
Item: D. Approval of Winning Bids for MPS E-Rate Category 1 and Category 2 Items
Purpose: Vote
Submitted by:
Related Material: IV D E-Rate Bid Award.pdf



Board Agenda Item #	IV D -Action Item
Date:	03.21.2019
To:	Magnolia Board of Directors
From:	Alfredo Rubalcava CEO & Superintendent
Staff Lead:	Rasul Monoshev, Director of Technology
RE:	<p>Approval of winning bids for MPS Schools E-Rate eligible equipment and services:</p> <ul style="list-style-type: none"> • Internet service for MSA-1, MSA-2, MSA-3, MSA-4, MSA-5, MSA-6, MSA-7, and MSA-Santa Ana: <ul style="list-style-type: none"> ○ If 1GBps – Spectrum, \$1150/monthly for internet) ○ If 500MBps – Spectrum, \$955/monthly for internet) • Fiber Cabling and networking equipment (HP Switches and Wireless Access Points) for MSA-7 – Digital Synergy Consulting - \$32,206.9 • HP Switches and Wireless Access Points for MSA-1 – Digital Synergy Consulting – \$41,657.99

Proposed Board Recommendation

I move that the board awards the winning bids summarized above according to vendor evaluation matrices and adopt the purchase of E-Rate eligible equipment and services for each school operating within the approved budgeted amounts.

Background

E-Rate is a federal program that provides discounts on eligible technology products and services. Discounts are based on the percentage of enrolled students eligible for Free/Reduced Lunch per National School Lunch Program guidelines. MPS Charter District's discount for FY2019 is expected to be 90% for Internet, WAN connectivity and network infrastructure components (e.g., switches, wireless access points, cabling). MPS' discount for network infrastructure (i.e., cabling, networking equipment, switches, and wireless access points) is expected to be 85% for FY2019.



Consistent with E-Rate rules, MPS filed an FCC Form 470 for each category of service (#190002071 for Internet service and #190002072 for network infrastructure products/services) and associated RFPs to initiate an open and fair competitive bidding process, recapped by these milestones:

- 01/08/19 – Form 470 and RFP for E-Rate eligible equipment and services for all schools was released with proposal due date of 02/12/19. (E-Rate requires a minimum of 28 days before proposals may be evaluated.)
- On 01/17/19, 01/29/19, 01/30/19 – We released RFP Amendments to answer detailed vendor questions about our requirements.
- 02/12/19– Proposals were due.
- 03/02/19 – After reviewing proposals and receiving a Bid Evaluation Matrix tool, we met with our E-Rate consultant to formally score the Bid Evaluation Matrix using these criteria outlined in the RFP:



- For Category 1 / Internet

• Criterion	Weight
Cost of eligible products and services ¹ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ²	24%
Cost of <i>ineligible</i> products and services ³ during <i>initial</i> contract term	19%
Contract terms and conditions ⁴	9%
Extent to which a single-provider, turnkey solution is provided ⁵	9%
Vendor qualifications ⁶	7%
Quality of proposal document(s) ⁷	7%
Total	100.00%

¹ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

² In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handsets) and services. Solutions that emphasize student data security are strongly preferred.

³ Such as cost of handsets, voice features, or Early Termination Fees.

⁴ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing is will generally be scored higher. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

⁵ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all of the requirements (or even addresses multiple Service Types, such as Voice and Data Transmission and/or Internet Access).

⁶ Factors to be considered include: past performance, industry experience, references, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record, quality of proposal documents.

⁷ The extent to which the proposal documents are clear, complete, consistent, accurate.



- For Category 2 / Network infrastructure products/services

• Criterion	Weight
Cost of eligible products and services ⁸ during <i>initial</i> contract term	30%
Functionality/completeness/specifications of proposed solution ⁹	29%
Cost of <i>ineligible</i> products and services ¹⁰ during <i>initial</i> contract term	9%
Contract terms and conditions ¹¹	9%
Vendor qualifications ¹²	9%
Quality of proposal documentation ¹³	9%
Extent to which a single-provider, turnkey solution is provided ¹⁴	5%
Total	100.00%

⁸ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁹ For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

¹⁰ Such as firewall services.

¹¹ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections.

¹² Factors to be considered include: technical credentials, staff certifications, industry experience, references, quality and clarity of proposal document, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

¹³ Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP).

¹⁴ Turnkey means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.



We received attached bids, recapped as follows (**bold green** text reflects recommendations):

- Internet services for MSA-1-7, MSA-Santa Ana – 6 bids from **Spectrum**, AT&T, Zayo, Cytranet, TPx Services and CrownCastle
- Cabling for MSA-7 – 3 bids: **Digital Synergy Consulting**, GigaKOM, and Cytranet
- Switches & Wireless Access Points for MSA-1 and MSA-7 – 3 bids: **Digital Synergy Consulting**, GigaKOM, and Cytranet.

Vendor proposals with total amounts are available via this Dropbox link:.

Budget Implications

- All the RFPed internet needs have been budgeted for all schools under technology services/telecommunication line item.
- All the RFPed technology needs are budgeted/being budgeted in draft for 2019-20 fiscal year and will be submitted to DMS:
 - **MSA-7: \$32,206.90** for fiber cabling and network equipment.
- The **\$41,657.99 MSA-1** networking equipment are budgeted for the Construction project (*The total technology budget is \$220,000 under MSA-1's construction low voltage line item*).

CFO Approval:

Attachments:

- MPS Released RFP and the amendments
- Bid evaluation matrix
- Winning bids from Vendors
- All bids are available at:
<https://www.dropbox.com/sh/j6qudtptexlmvws/AAC5uo4tc6d4oAWf9AmmdOhna?dl=0>

Name of Staff Originator: Rasul Monoshev

Bid Evaluation Matrix			
Magnolia Public Schools			
Form 470			
190002071			
Certified Date	Allowable Contract Date (certified +28)	Last Date for Questions (certified + 20)	Proposals Due Date (certified = 35)
1/8/19	2/5/19	1/28/19	2/12/19

17003590

Discount Percent for INTERNET Services 90% Discount Percent for Category 2 85%

Max Discount Percent for C2 is 85%

Matrix TAB where evaluated <small>(primary)</small>	Company <small>(ops)</small>	Company SPIN <small>(ops)</small>	E-Mail Address <small>(ops)</small>	Date proposal received <small>(ops)</small>	CORRECT RFP Sig page signed? <small>(ops)</small>	Pricing Form returned? <small>(ops)</small>	499? <small>(ops)</small>	DIR <small>(ops)</small>	Last SPAC <small>(ops)</small>	Prior yr requested <small>(ops)</small>	Prior yr committed <small>(ops)</small>	Prior yr % committed <small>(ops)</small>	Good Bid/ Non-Responsive <small>(primary)</small>	If non-responsive, why? <small>(primary)</small>	Winner/Loser <small>(primary)</small>	Award/regret email to vendor <small>(ops)</small>
	Cytranet (Accelerated Technology Services Group)	143051061	cnelson@cytranet.com	1/9/19	NO	NO	NO		2018	\$ -	\$ -	#DIV/0!	Non-responsive	no pricing form		
	Zayo	143023855	nwilliams@onetelgem.com	1/15/19	NO	NO	Yes		2018	\$ 118,185,082.78	\$ 59,001,863.90	50%	Non-responsive	no pricing form		
	Crown Castle	143005274	Mitra.Loehr@crowncastle.com	2/5/19	Yes	Yes	Yes		2018	\$ 46,456,597	\$ 8,751,798	19%	Good Bid	9 of 9 sites		
	TPx	143020136	existing service invoice	1/31/19	NO	NO	Yes		2018	\$ 3,788,157	\$ 3,070,177	81%	Good Bid	1 of 9 sites (incumbent)		
	AT&T	143001192	lynn.simmons@att.com	2/11/19	NO	Yes	Yes		2018	\$ 3,343,699	\$ 3,248,524	97%	Good Bid	5 of 9 sites		
	Spectrum	143050436	Maria.frew@charter.com	2/12/19	Yes	Yes	Yes		2018	\$ 54,876,567	\$ 49,899,149	91%	Good Bid	9 of 9 sites		
										\$ -	\$ -	#DIV/0!				
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Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES					CATEGORY 1 SERVICES							
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed. All other rights reserved.													
MSA4 Venice. At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps. (11330 West Graham Place Los Angeles, CA 90064)		Bidders:													
Discount Percent for INTERNET Services		90%					(This section is automatically calculated)								
		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.										Vendors' Ratings			
		Vendors' Scores										Vendors' Ratings			
		TPx existing service, 100 Mbps	Crown Castle, 200 Mbps	Crown Castle, 500 Mbps	Spectrum, 500 Mbps	Spectrum, 1 Gbps	TPx existing service, 100 Mbps	Crown Castle, 200 Mbps	Crown Castle, 500 Mbps	Spectrum, 500 Mbps	Spectrum, 1 Gbps				
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -	\$ -	\$ -	\$ -									
1-time Non-recurring Costs	NOT eligible 1-time	\$ -	\$ -	\$ -	\$ -	\$ -									
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -	\$ -	\$ -	\$ -									
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 1,925.40	\$ 1,115.00	\$ 1,425.00	\$ 955.00	\$ 1,150.00									
Monthly Costs	NOT eligible Monthly Recurring	\$ -	\$ -	\$ -	\$ -	\$ -									
Monthly Costs	Total Monthly Recurring	\$ 1,925.40	\$ 1,115.00	\$ 1,425.00	\$ 955.00	\$ 1,150.00									
1st Year Costs	TOTAL 1st year Costs	\$ 23,104.80	\$ 13,380.00	\$ 17,100.00	\$ 11,460.00	\$ 13,800.00									
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -	\$ -									
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 23,104.80	\$ 13,380.00	\$ 17,100.00	\$ 11,460.00	\$ 13,800.00									
Least 1st year Cost of Eligible Services \$		11,460.00					1st year cost must be most cost effective								
		Contract Term in MONTHS													
		TOTAL CONTRACT Eligible Cost	\$ 23,104.80	\$ 40,140.00	\$ 51,300.00	\$ 34,380.00	\$ 41,400.00								
Least CONTRACT Cost of Eligible Services \$		23,104.80					Total contract cost must be most cost effective								
Evaluation Criterion		Weight													
For INTERNAL Reference ONLY vs 1st year		2.48	4.28	3.35	5.00	4.15									
For INTERNAL Reference ONLY vs CONTRACT		5.00	2.88	2.25	3.36	2.79									
For INTERNAL Reference ONLY vs \$/mbps/mo		0.30	1.03	2.02	3.01	5.00									
Cost of Eligible Services (required, highest weight)		25%	0.3	1	2	3	5	0.08	0.25	0.50	0.75	1.25			
Comments		\$/mbps/mo	\$ 19.25	\$ 5.58	\$ 2.85	\$ 1.91	\$ 1.15								
Least \$/mbps/mo \$		1.15													
Functionality/completeness/specifications of proposed		24%	4	4	4	5	5	0.96	0.96	0.96	1.20	1.20			
Comments			incumbent, good functionality, tho bandwidth too low			incumbent, good service	incumbent, good service								
Cost of IN-eligible Services (required)		19%	2.5	3	3	3	3	0.48	0.57	0.57	0.57	0.57			
Comments			High Administrative Service Fee												
Vendor qualifications		7%	3	3	3	3	3	0.21	0.21	0.21	0.21	0.21			
Prior Yr Funding Requested		select from vendor list tab	\$ 3,788,157	\$ 46,456,597	\$ 46,456,597	\$ 54,876,567									
Comments															
Quality of proposal documentation		7%	4	4	4	4	4	0.28	0.28	0.28	0.28	0.28			
Comments															
Contract terms and conditions		9%	3	3	3	3	3	0.27	0.27	0.27	0.27	0.27			
Comments															
Extent to which a single-provider, turnkey solution is provided		9%	1	5	5	5	5	0.09	0.45	0.45	0.45	0.45			
Comments			1 site currently served	bids provided for all sites	bids provided for all sites	bids provided for all sites									
Total		215%						2.36	2.99	3.24	3.73	4.23			
Comments															
		Final Rankings (1,2,3)					Final Rankings (1,2,3)								
		5					4					3			
		4					3					2			
		3					2					1			
		2					1					5			
		1					5					4			
		5					4					3			
		4					3					2			
		3					2					1			

Bid Evaluation Matrix		Magnolia Public Schools CATEGORY 1 SERVICES			CATEGORY 1 SERVICES		
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed.					
5 sites ATT can serve, 500Mbps (mostly)		Bidders:					
Discount Percent for INTERNET Services		90%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Facto (This section is automatically Calculated)			
		Vendors' Scores			Vendors' Ratings		
		ATT - 500 Mbps	Crown Castle, 500 Mbps (4) + 1 Gbps (1)	Spectrum, 500 Mbps	ATT - 500 Mbps	Crown Castle, 500 Mbps (4) + 1 Gbps (1)	Spectrum, 500 Mbps
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -	\$ -			
1-time Non-recurring Costs	NOT eligible 1-time						
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -	\$ -			
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 7,027.50	\$ 7,900.00	\$ 4,775.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 7,027.50	\$ 7,900.00	\$ 4,775.00			
1st Year Costs	TOTAL 1st year Costs	\$ 84,330.00	\$ 94,800.00	\$ 57,300.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 84,330.00	\$ 94,800.00	\$ 57,300.00			
Least 1st year Cost of Eligible Services \$ 57,300.00					1st year cost must be most cost effective		
Contract Term in MONTHS		36	36	36			
TOTAL CONTRACT Eligible Cost		\$ 252,990.00	\$ 284,400.00	\$ 171,900.00			
Least CONTRACT Cost of Eligible Services \$ 171,900.00					Total contract cost must be most cost effective		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	3.40	3.02	5.00			
For INTERNAL Reference ONLY	vs. CONTRACT	3.40	3.02	5.00			
Cost of Eligible Services (required, highest weight)	25%	3.5	3	5	0.88	0.75	1.25
Comments	\$/mbps/mo	\$ 2.81	\$ 2.63	\$ 1.91			
Functionality/completeness/specifications of proposed	24%	4	4	5	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	good current experience with bandwidth			
Cost of IN-eligible Services (required)	19%	3	3	3	0.57	0.57	0.57
Comments							
Vendor qualifications	7%	3	3	3	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567			
Comments							
Quality of proposal documentation	7%	3	4	4	0.21	0.28	0.28
Comments		no RFP sig page					
Contract terms and conditions	9%	3	3	3	0.27	0.27	0.27
Comments							
Extent to which a single-provider, turnkey solution is provided	9%	2.75	5	5	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for all sites	bids provided for all sites			
Total	100%				3.34	3.49	4.23
Comments							
		Final Rankings (1,2,3)			Final Rankings (1,2,3)		
		3	2	1	3	2	1

Bid Evaluation Matrix		Magnolia Public Schools													
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not													
5 sites ATT can serve, 1 Gbps (mostly)		Bidders:													
Discount Percent for INTERNET Services	90%	SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area below.													
		Vendors' Scores			Vendors' Ratings										
		ATT - 1 Gbps	Crown Castle, 1 Gbps (4) + 500 Mbps (1)	Spectrum, 1 Gbps	ATT - 1 Gbps	Crown Castle, 1 Gbps (4) + 500 Mbps (1)	Spectrum, 1 Gbps								
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -	\$ -											
1-time Non-recurring Costs	NOT eligible 1-time														
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -	\$ -											
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 8,309.00	\$ 9,475.00	\$ 5,750.00											
Monthly Costs	NOT eligible Monthly Recurring														
Monthly Costs	Total Monthly Recurring	\$ 8,309.00	\$ 9,475.00	\$ 5,750.00											
1st Year Costs	TOTAL 1st year Costs	\$ 99,708.00	\$ 113,700.00	\$ 69,000.00											
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -											
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 99,708.00	\$ 113,700.00	\$ 69,000.00											
Least 1st year Cost of Eligible Services \$ 69,000.00															
Contract Term in MONTHS		36	36	36											
Least CONTRACT Cost of Eligible Services \$ 207,000.00		\$ 299,124.00	\$ 341,100.00	\$ 207,000.00											
Evaluation Criterion		Weight													
For INTERNAL Reference ONLY		vs 1st year													
For INTERNAL Reference ONLY		vs. CONTRACT													
Cost of Eligible Services (required, highest weight)		25%		3.5		3		5		0.88		0.75		1.25	
Comments		\$/mbps/mo		\$ 1.66		\$ 2.11		\$ 1.15							
Functionality/completeness/specifications of proposed		24%		4		4		5		0.96		0.96		1.20	
Comments		installation fees & timing poor		no experience		good current experience with bandwidth									
Cost of IN-eligible Services (required)		19%		3		3		3		0.57		0.57		0.57	
Comments															
Vendor qualifications		7%		3		3		3		0.21		0.21		0.21	
Prior Yr Funding Requested		select from vendor list tab		\$ 3,343,699		\$ 46,456,597		\$ 54,876,567							
Comments															
Quality of proposal documentation		7%		3		4		4		0.21		0.28		0.28	
Comments		no RFP sig page													
Contract terms and conditions		9%		3		3		3		0.27		0.27		0.27	
Comments															
Extent to which a single-provider, turnkey solution is provided		9%		2.75		5		5		0.25		0.45		0.45	
Comments		bids provided for 5 sites		bids provided for all sites		bids provided for all sites									
Total		100%								3.34		3.49		4.23	
Comments															
				3		2		1		3		2		1	

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERV
190002071		© 2009-2019 The Miller Institute for Learning with Tech	
Remaining 3 sites, 200 Mbps		Bidders:	
Discount Percent for INTERNET Services	90%	SEE INSTRUCTIONS - START HERE (This section is auto)	
		Vendors' Scores	Vendors' Ratings
		Crown Castle, 200	Crown Castle, 200
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	
1-time Non-recurring Costs	NOT eligible 1-time		
1-time Non-recurring Costs	Total 1-time Cost	\$ -	
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 4,100.00	
Monthly Costs	NOT eligible Monthly Recurring		
Monthly Costs	Total Monthly Recurring	\$ 4,100.00	
1st Year Costs	TOTAL 1st year Costs	\$ 49,200.00	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 49,200.00	
Least 1st year Cost of Eligible Services \$ 49,200.00			1st year cost mu
	Contract Term in MONTHS	36	
	TOTAL CONTRACT Eligible Cost	\$ 147,600.00	
Least CONTRACT Cost of Eligible Services \$ 147,600.00			Total contract co
Evaluation Criterion	Weight		
For INTERNAL Reference ONLY	vs 1st year	5.00	
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	
Cost of Eligible Services (required, highest weight)	25%		0.00
Comments	\$/mbps/mo	\$ 6.83	
Functionality/completeness/specifications of proposed	24%		0.00
Comments			
Cost of IN-eligible Services (required)	19%		0.00
Comments			
Vendor qualifications	7%		0.00
Prior Yr Funding Requested	select from vendor list tab	\$ 46,456,597	
Comments			
Quality of proposal documentation	7%		0.00
Comments			
Contract terms and conditions	9%		0.00
Comments			
Extent to which a single-provider, turnkey solution is provided	9%		0.00
Comments		bids provided for all sites	
Total	100%		0.00
Comments			
		Final Rankings (1,2,3)	Final Rankings (1,2,3)
		1	1

Bid Evaluation Matrix					
190002071					
Remaining 3 sites, 500 Mbps					
Discount Percent for INTERNET Services	90%	Vendors' Scores		Vendors' Ratings	
		Crown Castle, 500	Spectrum, 500	Crown Castle, 500	Spectrum, 500
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -		
1-time Non-recurring Costs	NOT eligible 1-time				
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -		
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 4,995.00	\$ 2,865.00		
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ 4,995.00	\$ 2,865.00		
1st Year Costs	TOTAL 1st year Costs	\$ 59,940.00	\$ 34,380.00		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 59,940.00	\$ 34,380.00		
Least 1st year Cost of Eligible Services \$		34,380.00			
	Contract Term in MONTHS	36	36		
	TOTAL CONTRACT Eligible Cost	\$ 179,820.00	\$ 103,140.00		
Least CONTRACT Cost of Eligible Services \$		103,140.00			
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	2.87	5.00		
For INTERNAL Reference ONLY	vs. CONTRACT	2.87	5.00		
Cost of Eligible Services (required, highest weight)	25%	3	5	0.75	1.25
Comments	\$/mbps/mo	\$ 3.33	\$ 1.91		
Functionality/completeness/specifications of proposed	24%	4	5	0.96	1.20
Comments		no experience	good experience with current bandwidth		
Cost of IN-eligible Services (required)	19%	3	3	0.57	0.57
Comments					
Vendor qualifications	7%	3	3	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 46,456,597	\$ 54,876,567		
Comments					
Quality of proposal documentation	7%	4	4	0.28	0.28
Comments					
Contract terms and conditions	9%	3	3	0.27	0.27
Comments					
Extent to which a single-provider, turnkey solution is provided	9%	5	5	0.45	0.45
Comments		bids provided for all sites	bids provided for all sites		
Total	100%			3.49	4.23
Comments					
		2	1	2	1

Bid Evaluation Matrix		CATEGORY 1 SERVICES	
190002071			
Remaining 3 sites, 500 Mbps			
Discount Percent for INTERNET Services	90%		
		Vendors' Scores	
		Spectrum, 1 Gbps	Spectrum, 1 Gbps
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	
1-time Non-recurring Costs	NOT eligible 1-time		
1-time Non-recurring Costs	Total 1-time Cost	\$ -	
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 1,150.00	
Monthly Costs	NOT eligible Monthly Recurring		
Monthly Costs	Total Monthly Recurring	\$ 1,150.00	
1st Year Costs	TOTAL 1st year Costs	\$ 13,800.00	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 13,800.00	
Least 1st year Cost of Eligible Services \$		13,800.00	
	Contract Term in MONTHS	36	
	TOTAL CONTRACT Eligible Cost	\$ 41,400.00	
Least CONTRACT Cost of Eligible Services \$		41,400.00	
Evaluation Criterion	Weight		
For INTERNAL Reference ONLY	vs 1st year	5.00	
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	
Cost of Eligible Services (required, highest weight)	25%		0.00
Comments	\$/mbps/mo		
Functionality/completeness/specifications of proposed	24%		0.00
Comments			
Cost of IN-eligible Services (required)	19%		0.00
Comments			
Vendor qualifications	7%		0.00
Prior Yr Funding Requested	select from vendor list tab	\$ 54,876,567	
Comments			
Quality of proposal documentation	7%		0.00
Comments			
Contract terms and conditions	9%		0.00
Comments			
Extent to which a single-provider, turnkey solution is provided	9%		0.00
Comments			
Total	100%		0.00
Comments			
		1	1

Bid Evaluation Matrix		Magnolia Public Schools				CATEGORY 1 SERVICES			
190002071		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed.							
MSA1, 5 Gbps		Bidders:							
Discount Percent for INTERNET Services		90%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Bidder (This section is automatically Calculated)					
		Vendors' Scores				Vendors' Ratings			
		ATT - 5 Gbps	ATT - 2 Gbps	Crown Castle, 5 Gbps	Spectrum, 5 Gbps	ATT - 5 Gbps	ATT - 2 Gbps	Crown Castle, 5 Gbps	Spectrum, 5 Gbps
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ -	\$ -	\$ -	\$ -				
1-time Non-recurring Costs	NOT eligible 1-time								
1-time Non-recurring Costs	Total 1-time Cost	\$ -	\$ -	\$ -	\$ -				
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 3,188.01	\$ 2,588.98	\$ 5,500.00	\$ 5,343.75				
Monthly Costs	NOT eligible Monthly Recurring								
Monthly Costs	Total Monthly Recurring	\$ 3,188.01	\$ 2,588.98	\$ 5,500.00	\$ 5,343.75				
1st Year Costs	TOTAL 1st year Costs	\$ 38,256.12	\$ 31,067.76	\$ 66,000.00	\$ 64,125.00				
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 38,256.12	\$ 31,067.76	\$ 66,000.00	\$ 64,125.00				
Least 1st year Cost of Eligible Services \$		31,067.76				1st year cost must be most cost effective			
		Contract Term in MONTHS		36	36	36	36		
		TOTAL CONTRACT Eligible Cost		\$ 114,768.36	\$ 93,203.28	\$ 198,000.00	\$ 192,375.00		
Least CONTRACT Cost of Eligible Services \$		93,203.28				Total contract cost must be most cost effective			
Evaluation Criterion	Weight								
For INTERNAL Reference ONLY	vs 1st year	4.06	5.00	2.35	2.42				
For INTERNAL Reference ONLY	vs. CONTRACT	4.06	5.00	2.35	2.42				
For INTERNAL Reference ONLY	vs. \$/mbps/mo	5.00	2.46	2.90	2.98				
Cost of Eligible Services (required, highest weight)	25%	5	2.5	3	3	1.25	0.63	0.75	0.75
Comments	\$/mbps/mo	\$ 0.64	\$ 1.29	\$ 1.10	\$ 1.07				
Least \$/mbps/mo \$		0.64							
Functionality/completeness/specifications of proposed	24%	4	4	4	5	0.96	0.96	0.96	1.20
Comments		installation fees & timing poor	no experience	no experience	good current experience with				
Cost of IN-eligible Services (required)	19%	3	3	3	3	0.57	0.57	0.57	0.57
Comments									
Vendor qualifications	7%	3	3	3	3	0.21	0.21	0.21	0.21
Prior Yr Funding Requested	select from vendor list tab	\$ 3,343,699	\$ 3,343,699	\$ 46,456,597	\$ 54,876,567				
Comments									
Quality of proposal documentation	7%	3	3	4	4	0.21	0.21	0.28	0.28
Comments									
Contract terms and conditions	9%	3	3	3	3	0.27	0.27	0.27	0.27
Comments		36 months, with (2) two optional (1) one year extensions	36 months, with (2) two optional (1) one year extensions						
Extent to which a single-provider, turnkey solution is provided	9%	2.75	2.75	5	5	0.25	0.25	0.45	0.45
Comments		bids provided for 5 sites	bids provided for 5 sites	bids provided for all sites	bids provided for all sites				
Total	164%					3.72	3.09	3.49	3.73
Comments									
		Final Rankings (1,2,3)				Final Rankings (1,2,3)			
		2	4	3	1	2	4	3	1

Bid Evaluation Matrix			
Magnolia Public Schools			
Form 470			
190002072			
Certified Date	Allowable Contract Date (certified +28)	Last Date for Questions (certified + 20)	Proposals Due Date (certified = 35)
1/8/19	2/5/19	1/28/19	2/12/19

17003590

Discount Percent for INTERNET Services 90% Discount Percent for Category 2 85%

Max Discount Percent for C2 is 85%

Matrix TAB where evaluated (primary)	Company (ops)	Company SPIN (ops)	E-Mail Address (ops)	Date proposal received (ops)	CORRECT RFP Sig page signed? (ops)	Pricing Form returned? (ops)	499? (ops)	DIR (ops)	Last SPAC (ops)	Prior yr requested (ops)	Prior yr committed (ops)	Prior yr % committed (ops)	Good Bid/ Non-Responsive (primary)	If non-responsive, why? (primary)	Winner/Loser (primary)	Award/regret email to vendor (ops)
na	Cytranet (Accelerated Technology Services Group)	143051061	cnelson@cytranet.com	1/9/19	NQ	NQ	NQ		2018	\$ -	\$ -	-	Non-responsive	no sig page, no pricing form	Loser	
cabling MSA7, network equipment, BMIC	DSC	143036385	ken@dsc.la	2/4/19, 2/5/19	Yes	Yes	NQ	Yes	2019	\$286,183	\$210,077	73%	Good Bid		Winner	
cabling MSA7, network equipment, BMIC	GigaKOM	143027209	deankolesar@gigakom.com	2/11/19	Yes	Yes	Yes	Yes	2019	\$ 653,990	\$ 540,948	83%	Good Bid		Loser	
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			
										\$ -	\$ -	-	#DIV/0!			

Bid Evaluation Matrix		Magnolia Public Schools		CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for			
1 fiber run betw buildings at MSA7 (Northridge)		Bidders:			
Discount Percent for Category 2	85%	SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor		(This section is automatically Calculated)	
		Vendors' Scores		Vendors' Ratings	
		DSC	GigaKom	DSC	GigaKom
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 2,625.35	\$ 3,193.82		
1-time Non-recurring Costs	NOT eligible 1-time	\$ -	\$ -		
1-time Non-recurring Costs	Total 1-time Cost	\$ 2,625.35	\$ 3,193.82		
Monthly Costs	ELIGIBLE Monthly Recurring				
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ -	\$ -		
1st Year Costs	TOTAL 1st year Costs	\$ 2,625.35	\$ 3,193.82		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 2,625.35	\$ 3,193.82		
Least 1st year Cost of Eligible Services \$ 2,625.35				1st year cost must be most cost effective	
	Contract Term in MONTHS	18	18		
	TOTAL CONTRACT Eligible Cost	\$ 2,625.35	\$ 3,193.82		
Least CONTRACT Cost of Eligible Services \$ 2,625.35				Total contract cost must be most cost effective	
Evaluation Criterion	Weight				
For INTERNAL Reference ONLY	vs 1st year	5.00	4.11		
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	4.11		
Cost of Eligible Services (required, highest weight)	30%	5	4	1.50	1.20
Comments					
Functionality/completeness/specifications of proposed	29%	4	4	1.16	1.16
Comments			see proposal exclusions		
Cost of IN-eligible Services (required)	9%	3	3	0.27	0.27
Comments					
Vendor qualifications	9%	3.5	3	0.32	0.27
Prior Yr Funding Requested	select from vendor list tab	\$286,183	\$ 653,990		
Comments		Attended site walk	#08 NO SITE WALK WAS AVAILABLE. This price is subject to change pending access to the site.		
Quality of proposal documentation	9%	3	3	0.27	0.27
Comments		sig page provided	sig page provided		
Contract terms and conditions	9%	3	3	0.27	0.27
Comments			add-ons possible		
Extent to which a single-provider, turnkey solution is provided	5%	3	3	0.15	0.15
Comments					
Total	100%			3.94	3.59
Comments					
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
		1	2	1	2

Bid Evaluation Matrix		Magnolia Public Schools		CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institutions to copy for educational			
Switches, SFP modules, UPS units, Access points, WAP controllers (if needed) for MSA1 & MSA7					
Bidders:					
Discount Percent for Category 2		85%			
SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per E (This section is automatically Calculated)					
		Vendors' Scores		Vendors' Ratings	
		DSC	GigaKom	DSC	GigaKom
1-time Non-recurring Costs	ELIGIBLE 1-time	\$71,239.54	\$101,112.17		
1-time Non-recurring Costs	NOT eligible 1-time				
1-time Non-recurring Costs	Total 1-time Cost	\$ 71,239.54	\$ 101,112.17		
Monthly Costs	ELIGIBLE Monthly Recurring				
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ -	\$ -		
1st Year Costs	TOTAL 1st year Costs	\$ 71,239.54	\$ 101,112.17		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 71,239.54	\$ 101,112.17		
Least 1st year Cost of Eligible Services \$ 71,239.54				1st year cost must be most cost effe	
Contract Term in MONTHS		18	18		
TOTAL CONTRACT Eligible Cost		\$ 71,239.54	\$ 101,112.17		
Least CONTRACT Cost of Eligible Services \$ 71,239.54				Total contract cost must be most cost	
Evaluation Criterion		Weight			
For INTERNAL Reference ONLY		vs 1st year		5.00	3.52
For INTERNAL Reference ONLY		vs. CONTRACT		5.00	3.52
Cost of Eligible Services (required, highest weight)		30%		5	3.5
Comments					
Functionality/completeness/specifications of proposed		29%		4	4
Comments		Aruba & Ruckus optional installation both sites Includes shipping		Cisco & Meraki no installation offered for MSA7 Freight "as applicable"	
Cost of IN-eligible Services (required)		9%		3	3
Comments					
Vendor qualifications		9%		3	3
Prior Yr Funding Requested		select from vendor list tab		\$286,183	\$ 653,990
Comments					
Quality of proposal documentation		9%		4	3
Comments		pricing forms match PDF		pricing form does not match PDF tax calc incorrect	
Contract terms and conditions		9%		3	3
Comments					
Extent to which a single-provider, turnkey solution is provided		5%		3	3
Comments					
Total		100%		3.98	
Comments					
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
		1		2	
		2		1	
		1		2	

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 2 SERVICES		
190002072		© 2009-2019 The Miller Institute for Learning with Technology. Permission is given to K-12 institu			
80 hours/yr Basic Maintenance of Internal Connections for MSA-1 & MSA-7		WILL NOT PURSUE AFTERALL (due to budget constraints)			
		Bidders:			
Discount Percent for Category 2		85%		SEE INSTRUCTIONS - START HERE tab; ent (This section is automatically Calculated)	
		Vendors' Scores		Vendors' Ratings	
		DSC	GigaKom	DSC	GigaKom
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 20,000.00	\$ 13,600.00		
1-time Non-recurring Costs	NOT eligible 1-time				
1-time Non-recurring Costs	Total 1-time Cost	\$ 20,000.00	\$ 13,600.00		
Monthly Costs	ELIGIBLE Monthly Recurring				
Monthly Costs	NOT eligible Monthly Recurring				
Monthly Costs	Total Monthly Recurring	\$ -	\$ -		
1st Year Costs	TOTAL 1st year Costs	\$ 20,000.00	\$ 13,600.00		
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -		
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 20,000.00	\$ 13,600.00		
Least 1st year Cost of Eligible Services \$ 13,600.00				1st year cost must be most cost effe	
Contract Term in MONTHS		0	0		
TOTAL CONTRACT Eligible Cost		\$ 20,000.00	\$ 13,600.00		
Least CONTRACT Cost of Eligible Services \$ 13,600.00				Total contract cost must be most cos	
Evaluation Criterion		Weight			
For INTERNAL Reference ONLY		vs 1st year			
For INTERNAL Reference ONLY		vs. CONTRACT			
Cost of Eligible Services (required, highest weight)	30%	3.4	5	1.02	1.50
Comments					
Functionality/completeness/specifications of proposed	29%	4	4	1.16	1.16
Comments					
Cost of IN-eligible Services (required)	9%	3	3	0.27	0.27
Comments					
Vendor qualifications	9%	3	3	0.27	0.27
Prior Yr Funding Requested	select from vendor list tab	\$286,183	\$653,990		
Comments					
Quality of proposal documentation	9%	3	3	0.27	0.27
Comments					
Contract terms and conditions	9%	3	3	0.27	0.27
Comments		SPI required	SPI required		
Extent to which a single-provider, turnkey solution is provided	5%	3	3	0.15	0.15
Comments					
Total	100%			3.41	3.89
Comments					
		Final Rankings (1,2,3)		Final Rankings (1,2,3)	
		2	1	2	1

Bid Evaluation Matrix		Magnolia Public Schools CATEGORY 2 SERVICES	
190002072		© 2009-2019 The Miller Institute for Learning with Technology	
Support for ten (10) Palo Alto 3020 firewalls		NO BIDS	
		Bidders:	
Discount Percent for Category 2		85%	
		SEE INSTRUCTIONS - (This section is automatically populated)	
		Vendors' Scores	Vendors' Ratings
		Vendor 1	Vendor 1
1-time Non-recurring Costs	ELIGIBLE 1-time		
1-time Non-recurring Costs	NOT eligible 1-time		
1-time Non-recurring Costs	Total 1-time Cost	\$ -	
Monthly Costs	ELIGIBLE Monthly Recurring		
Monthly Costs	NOT eligible Monthly Recurring		
Monthly Costs	Total Monthly Recurring	\$ -	
1st Year Costs	TOTAL 1st year Costs	\$ -	
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	
1st Year Costs	Total 1st year ELIGIBLE Services	\$ -	
Least 1st year Cost of Eligible Services		#NUM!	
		1st year cost must be	
		0	
		\$ -	
Least CONTRACT Cost of Eligible Services		#NUM!	
		Total contract cost m	
Evaluation Criterion	Weight		
For INTERNAL Reference ONLY	vs 1st year	0.00	
For INTERNAL Reference ONLY	vs. CONTRACT	0.00	
Cost of Eligible Services (required, highest weight)	30%		0.00
Comments			
Functionality/completeness/specifications of proposed	29%		0.00
Comments			
Cost of IN-eligible Services (required)	9%		0.00
Comments			
Vendor qualifications	9%		0.00
Prior Yr Funding Requested	select from vendor list tab		
Comments			
Quality of proposal documentation	9%		0.00
Comments			
Contract terms and conditions	9%		0.00
Comments			
Extent to which a single-provider, turnkey solution is provided	5%		0.00
Comments			
Total	100%		0.00
Comments			
		Final Rankings (1,2,3)	
		1	1

<i>Estimated</i>		Applicant Out-of-Pocket Cost	Entity 1						
			MSA1	MSA7					
MSA1 Increased budget expected in concert with increased enrollment (to about 1080) due to larger facility.									
Remaining C2 Budget			106,579.73	33,137.04					
Remaining C2 budget - ELIGIBLE 1-time cost			\$ 64,921.74	\$ 930.14					
ELIGIBLE 1-time cost			\$ 41,657.99	\$ 32,206.90					
NOT eligible 1-time cost			\$ -	\$ -					
Total 1-time Cost			\$ 41,657.99	\$ 32,206.90					
IF remaining budget - eligible cost is negative, use these calcs:									
Discount on eligible cost within budget				\$ 28,166.48					
Total 1-time Cost - discount on eligible cost within budget				\$ 4,040.42	Applicant Out-of-Pocket Cost				
IF remaining budget - eligible cost is positive, use these calcs:									
Discount on eligible cost			\$ 35,409.29						
Total 1-time Cost - discount on eligible cost			\$ 6,248.70		Applicant Out-of-Pocket Cost				
<hr/>									
project	winner		MSA1	MSA7					
Cabling	DSC		na	\$ 2,625.35					
Network Equipment	DSC		\$41,657.99	\$29,581.55					
Firewall licenses	no bids		\$ -	\$ -					
BMIC	not pursuing		\$ -	\$ -					
			\$ 41,657.99	\$ 32,206.90	Applicant Out-of-Pocket Cost				

FY2019 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2019: 7/1/2019 – 6/30/2020

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

FY2019 E-Rate Request for Proposals

GENERAL INFORMATION, TERMS AND CONDITIONS**E-Rate Program Background**

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Forms 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled
 - Transport Only - No ISP Service
 - Internet Access: ISP Service Only
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Cellular Data Plan/Air Card Service
 - Voice Service
 - Cellular Voice
 - Other
- Category 2:
 - Internal connections
 - Managed Internal Broadband Service
 - Basic maintenance of internal connections.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, www.usac.org/sl/, or call the SLD Help Line at 888-203-8100.

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized

FY2019 E-Rate Request for Proposals

inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to serve as SLD Standard Form 471 Item 21 Attachments, with minimal need for Applicant modification.

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.**¹

1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2018 (July 1, 2018 – June 30, 2019), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. Qualified entities offering these products and services [Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items

¹ In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

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not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should **not** be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
 - Names of Principals and Type of Organization
 - Contact Information
 - Years in Business
- Experience: K-12 references for 3 similar projects in the last 5 years
- E-Rate track record:
 - Green light status
 - Valid SPIN, or evidence of application for SPIN
 - FCC Registration Number
 - 499 Filer status
 - SPAC filing history
 - Routinely successful SLD funding approvals
- No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications
- Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

² Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

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- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules).
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment.

For *example*:

- Category 1 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL.

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

2. TERMS AND CONDITIONS

2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2019 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

Submission of the provided RFP Signature Page is required. Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

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If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

Submission of the Pricing Form is required. Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless each correction is initialed by both parties. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

2.2 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.3 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

2.4 Interpretation, Additional Information, Corrections and Addenda

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or

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changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the cover page of the SPECIFIC section of the RFP. Questions submitted after the question deadline will be ignored.* Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

PLEASE NOTE: USAC’S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant’s Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.

2.5 Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

2.6 Implementation, Acceptance, Financing and Payment

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.³

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts, to wait until dates allowed by E-Rate program rules preceding the funding year or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

³ See USAC/SLD “Advance Installation” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

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Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year*, even if Applicant authorizes early implementation of non-recurring projects. For telecommunications services within California, SLD's "SPI" mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus "BEAR" invoicing will be at Applicant's discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

2.7 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer's warranty, so please describe this service in detail where available.⁴ Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

2.8 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board⁵ [FOB] the Applicant

⁴ Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

⁵ "Free On Board" is the point at which a seller is no longer responsible for shipping cost.

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address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

“Budgetary” pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

- California's Public Contract and Education Codes (<http://www.leginfo.ca.gov/calaw.html>)

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- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195 available at:
https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.***

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects⁶
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. ***It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.*** Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

⁶ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://efiling.dir.ca.gov/PWCR/Search.action>.

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2.12 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁷ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant's preference is for an "Authorization to Order" type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules
- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
 - (b) Not proceed with contracted products/services unless E-Rate funding is approved
 - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
 - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
 - (e) Optionally proceed with 'same functionality' products as needed (service substitution).

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant

⁷ E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

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- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services.

In general, Applicant prefers “discount” invoicing method and Service Provider Invoicing [SPI].

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A’s and Vendor B’s bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate “apples to apples” comparison of proposals.**

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor’s nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant’s and the SLD’s shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications ***as appropriate to the products and services offered***. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor’s processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

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- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number
- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering
- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD
- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)
- Vendor must maintain a Drug Free Workplace
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are *illustrative* of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available.
- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years.
- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects.
- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)
- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information.

2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its

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own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

2.17 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents.

2.18 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents.

2.19 Additional Requirements

2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

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2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:

- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.
- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.
- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

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- d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.
- e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.
- f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed Item 21 Attachment in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

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Appendix: Example Detail of Taxes⁸

The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

⁸ This is an example; vendors should provide similar details for Applicant local and state areas.

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REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002072 (Nickname: mps_y22_470_c2)

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **QUESTIONS** is **5pm PST, 20 calendar days from the Certified Date** shown on the associated Form 470.

*Submit **PROPOSALS**, including **Signature Page**, by email¹ to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Pricing Form must be submitted separately using online form

Unless indicated elsewhere (e.g., by amendment to this RFP), the deadline for submission of **PROPOSALS** is **5pm PST, 35 calendar days from the Certified Date** shown on the associated Form 470.

OPTIONAL Vendor Walk Through

Date and time to be announced via RFP amendment

18355 Roscoe Blvd., Northridge, CA 91325

¹ In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

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OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

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A responsive proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:

- 1. Vendor's proposal**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
 - a. Succinct recap (single page, no more than 2 paragraphs) in non-technical terms, of what the proposal provides to the Applicant**
 - b. Clear statement regarding for which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
 - c. The price, subtotalling E-Rate eligible items separately from items *not* eligible for E-Rate support**
 - d. The contract term, explicitly clarifying the start date of the contract as:**
 - Contract signature date, or**
 - Service activation date, or**
 - 7/1 of the E-Rate funding year, or**
 - Other**
 - e. Confirmation that the proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed**
 - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s) (submitted via online form)**
- 5. Timely submission**

Vendors submitting proposals can expect:

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

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SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

Magnolia Public Schools [MPS] is a CA Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS is constructing a new building at MSA1 in Reseda, which will expand current facilities, though MSA1 will remain a single school at the same address. The new building will be connected to the main site via fiber LAN as a result of the main construction project.

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

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#	Entity Name	Address	BEN	Enrollment ²
1	Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	234483	912
2	Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Science Academy Bell	6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	16056863	407
10	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120	16056862	725
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Public Schools District	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	Na

² Enrollment is current projection.

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B. PRODUCTS AND SERVICES SOUGHT

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 2 (Internal Connections, MIBS, BMIC)

REMINDER: All E-Rate Category 2 funding is based on PER ENTITY budgets. Therefore, all proposals must clearly subtotal products/services PER ENTITY.

For reference, a typical school network will have the following:

- a. One MDF per entity, ideally located at the Minimum Point of Entry [MPOE], plus multiple IDFs
- b. MDF to contain: router (if needed), firewall, switches, patch panels for telephone (though no longer eligible for E-Rate) and data traffic, appropriately sized UPS
- c. IDFs to contain: patch panel, switch(s), appropriately sized UPS
- d. All IDF and MDF equipment will be mounted on standard 19-inch racks.

B.1 Category 2, Internal Connections – Cabling

Posted in Form 470 under these functions:

- Cabling
- Antennas, Connectors, and *Related Components*

Recipients of Service:

- MSA-7 (Northridge)

Requirements

Proposals should include materials and installation of:

- Fiber Runs
 - Quantity of connections = 1
 - Estimated total feet = 150
- Related Components
 - Patch Panels
 - Quantity, as needed
 - Fiber or copper panels, as needed, rated to match cabling
 - Conduit/raceways as needed
 - Mounting/junction boxes
 - Other items needed for a complete and working system

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- FIBER Specs:
 - Fiber runs should be twelve (12) strands of 50/125 μ m 10 Gbps-rated multimode terminated with LC type connectors on all strands

- General Specs:
 - All wiring must be labeled on both ends and tested, with wiring maps supplied. Copper and fiber test results and wire maps are to be supplied to the Applicant in electronic format
 - All necessary racks, cabinets, patch panels, patch cables, raceways, surface mount boxes, junction boxes, and similar items needed for a complete and working system should be included in cabling bids
 - All necessary additional patch cables should be supplied, in appropriate lengths
 - All runs should be properly terminated at the patch panel unless otherwise indicated
 - Bids should summarize average per-drop pricing, including all parts, labor, taxes, and shipping
 - Bids to include removal and disposal of old wiring (separate subtotal)

- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing form c2](#)

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Form per site.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1 year periods as may be required to complete the full project.

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B.2 Category 2, Internal Connections – Network Components

Posted in Form 470 under these functions:

- Antennas, *Connectors*, and Related Components
- Switches
- UPS/Battery Backup
- Access Point
- Wireless Controller

Recipients of Service:

- MSA-1 (Reseda)
- MSA-7 (Northridge)

Summary

Recipient of Service	MSA-1 (Reseda)	MSA-7 (Northridge)
48-port Switch, Layer 3	4	5
SFP Module	8 - 16	10 - 20
UPS unit	1	1
Access Point	38	17
Access Point Controller, if needed	1, if needed	1, if needed
FYI: ISP CPE handoff is:	Copper preferred	Copper preferred

Requirements

Proposals should include these internal connections and OPTIONAL installation of:

- Antennas, Connectors, and Related Components
 - 10 Gbps SFP modules
- Switches
 - Sufficient quantity of switches to activate all ports with modest (20%) spare capacity
 - All switches must support Layer 2 (for most applications) or Layer 3 (for applications where a router is required), PoE+, QoS, RJ-45 ports. Prefer identical 48-port models (or 24-port where less capacity is needed), stackable
 - All RJ45 ports of any switch must be 10/100/1000 Mbps auto-negotiating
 - Switches manageable from more than a single major desktop OS platform are preferred
 - All fiber-capable equipment must support four SFP modules with LC connections
 - 3-year usage licenses, as required
 - 3-year support licenses, as required

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- **UPS/Battery Backup**
 - An appropriately sized Uninterruptible Power Supply [UPS] (preferably rack-mount) should be provided for each rack of E-Rate eligible network equipment (part of network active element hardware quote)
 - In MDF, UPS should support at least 1 hour of uptime given anticipated loads
 - In all IDFs, UPS should support at least 30 minutes of uptime given anticipated loads
 - Enough capacity to support all LAN/WAN connection components and work with PoE capable devices, and include at least 6 outlets
 - Anticipated Volt Amps = 1500 VA to 3500 VA
 - UPS units to support ineligible equipment, as needed, may be quoted if a method of cost allocation can be established
 - Any required/associated software

- **Access Points**
 - Support for QoS and VLANs
 - Capable of supporting 2 uplink-side RJ45 connections, with Power-over-Ethernet, 10/100/1000BaseT, auto sensing, auto-MDX, for a nominal combined bandwidth capacity of at least 2 Gbps
 - Sufficient density of access points to have seamless coverage at any location in the network coverage area, capable of supporting an average nominal throughput of 32 Mbps for each of up to 64 connected devices, with increased bandwidth per device when there are fewer connections
 - Wireless access points must support 802.11n and 802.11ac (as well as 802.11g), and work with access point controller if used
 - PoE-ready
 - Dual Radios or a mix of interoperable APs supporting both commonly used frequencies
 - Please provide volume tiered unit pricing noting any applicable packaging bundles
 - 3-year usage licenses, as required
 - 3-year support licenses, as required

- **Wireless Controller, if needed**
 - Wireless Access Controller solution capable of handling all proposed WAPs; either LAN-based or cloud-based controller technologies are acceptable
 - Ability to handle a mix of 802.11g, 802.11n and 802.11ac wireless access points
 - Support for QoS and VLANs
 - Sufficient quantity of 3-year usage licenses, as required
 - Sufficient quantity of 3-year support licenses, as required

- **Pricing Form (required):** Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing form c2](#)

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NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Forms per site for components and separate Pricing Forms per site for installation.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 9/30, with the option to extend for up to two (2) additional 1 year periods as may be required to complete the full project.

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B.3 Category 2, Basic Maintenance of Internal Connections

Posted in Form 470 under this function:

- Firewall Service and Components
- Switches
- UPS Units
- Access Point
- Wireless Controller

Recipients of Service:

1. MSA-1 (Reseda)
2. MSA-2 (Valley)
3. MSA-3 (Carson)
4. MSA-4 (Venice)
5. MSA-6 (Palms)
6. MSA-7 (Northridge)
7. MSA-8 (Bell)
8. MSA-SA (Santa Ana)
9. MSA-SD (San Diego)
10. Central Office (this NIF is not eligible for E-Rate Category 2 support)

NOTE: MSA-5 (Los Lobos) is NOT INCLUDED in this request.

Requirements

Proposals should include:

- Support for ten (10) Palo Alto 3020 firewalls to include:
 - Extended service agreement
 - Advance parts replacement
 - Access to the online support portal and 24 x 7 x 365 phone and email support
 - Software updates
 - Advanced hardware replacement service with next business day shipping of replacement hardware
- Licenses
 - 3-year usage licenses, as required for Internal Connections identified in section B.2 above
 - 3-year support licenses, as required for Internal Connections identified in section B.2 above
- 80 hours/yr Basic Maintenance of Internal Connections for MSA-1 for these existing components, plus new components from section B.2 above:

Site	Component	Make/Model	Qty
MSA1 (Reseda)	Switches, existing	HP J9729	10
MSA1 (Reseda)	Switches, per section B.2 above	TBD	4
MSA1 (Reseda)	UPS unit, per section B.2 above	TBD	1
MSA1 (Reseda)	Access points, per section B.2 above	TBD	38

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Site	Component	Make/Model	Qty
MSA1 (Reseda)	Access point controller, if needed, per section B.2 above	TBD	1
NOT E-Rate eligible; please provide separate quote			
MSA1 (Reseda)	DNS Server (not eligible for E-Rate support, please provide separate quote)	HPML 350series	1

- 80 hours/yr Basic Maintenance of Internal Connections for MSA-7 for these existing components, plus new components from section B.2 above:

Site	Component	Make/Model	Qty
MSA7 (Northridge)	Switches, existing	HP J9729	2
MSA7 (Northridge)	Switches, per section B.2 above	TBD	5
MSA7 (Northridge)	UPS unit, per section B.2 above	TBD	1
MSA7 (Northridge)	Access points, per section B.2 above	TBD	17
MSA7 (Northridge)	Access point controller, if needed, per section B.2 above	TBD	1
NOT E-Rate eligible; please provide separate quote			
MSA7 (Northridge)	DNS Server (not eligible for E-Rate support, please provide separate quote)	HPML 350series	1

- Pricing Form (required): Vendors should submit the completed Pricing Form via online form available at this link (<https://fs28.formsite.com/kQm1gu/form1/index.html>):

[pricing form c2](#)

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Please submit separate Pricing Forms per site and separate Pricing Forms per site for E-Rate ineligible items.

- Contract preference: To coincide with allowable E-Rate delivery dates, Applicant requires that contract expiration date be exactly and explicitly 6/30, with the option to extend for up to two (2) additional 1 year periods at discretion of Applicant.

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C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

ONLY checked items (☑) apply.

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.
 - Attendance is *optional*.
 - Attendance is **mandatory**.
- For the MSA-7 (Northridge) Fiber Cabling project ONLY, a Vendor Walk Through will be held at the **date** and **time** and **location** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.
 - Attendance is *optional*.
 - Attendance is **mandatory**.

Sign-in and a business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

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D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form (via online form)
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution (such as port speed of switches)
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

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

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Criterion	Weight
Cost of eligible products and services ³ during <i>initial</i> contract term	30%
Functionality/completeness/specifications of proposed solution ⁴	29%
Cost of <i>ineligible</i> products and services ⁵ during <i>initial</i> contract term	9%
Contract terms and conditions ⁶	9%
Vendor qualifications ⁷	9%
Quality of proposal documentation ⁸	9%
Extent to which a single-provider, turnkey solution is provided ⁹	5%
Total	100.00%

E. OTHER SPECIFICS

Except for fiber cabling, Applicant anticipates handling installation of equipment and software. However, if adequate Category 2 budget is available, and vendor pricing is acceptable, Applicant may opt for vendor installation. Therefore, installation should be subtotaled separately in proposals.

³ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁴ For Internal Connections, consideration is given to: completeness of solution; realism of estimates; soundness of technical approach; scope of work described in a way that indicates clear understanding of the project requirements; quality and functionality of proposed components; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided. For Basic Maintenance of Internal Connections, location of nearest vendor service depot may be considered.

⁵ Such as firewall services.

⁶ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred (e.g., SPI invoicing). Contract expiration date that is exactly 9/30 with option for extension is strongly preferred for Category 2 Internal Connections.

⁷ Factors to be considered include: technical credentials, staff certifications, industry experience, references, quality and clarity of proposal document, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record. Attendance at optional walk-through will be considered a plus.

⁸ Factors to be considered include: accuracy (e.g., shipping and taxes included, correct tax percentage used, correct math), and clarity (e.g., legibility, explanation of any deviation from RFP).

⁹ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all the requirements; however, use of subcontractors is acceptable.

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REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002072 (Nickname: mps_y22_470_c2)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor's submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Signature

Printed Name and Title

Vendor Name

Date

SPIN

Pricing Form Reference # (from online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.____

 (for clarity, please provide name of section as well)

For the Applicant:

If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

FY2019 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2019: 7/1/2019 – 6/30/2020

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

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GENERAL INFORMATION, TERMS AND CONDITIONS**E-Rate Program Background**

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Forms 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled
 - Transport Only - No ISP Service
 - Internet Access: ISP Service Only
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Cellular Data Plan/Air Card Service
 - Voice Service
 - Cellular Voice
 - Other
- Category 2:
 - Internal connections
 - Managed Internal Broadband Service
 - Basic maintenance of internal connections.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, www.usac.org/sl/, or call the SLD Help Line at 888-203-8100.

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC section. Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.

Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized

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inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to serve as SLD Standard Form 471 Item 21 Attachments, with minimal need for Applicant modification.

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.**¹

1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2018 (July 1, 2018 – June 30, 2019), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. Qualified entities offering these products and services [Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items

¹ In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

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not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should **not** be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
 - Names of Principals and Type of Organization
 - Contact Information
 - Years in Business
- Experience: K-12 references for 3 similar projects in the last 5 years
- E-Rate track record:
 - Green light status
 - Valid SPIN, or evidence of application for SPIN
 - FCC Registration Number
 - 499 Filer status
 - SPAC filing history
 - Routinely successful SLD funding approvals
- No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications
- Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)
- Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

² Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

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- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules).
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment.

For *example*:

- Category 1 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL.

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

2. TERMS AND CONDITIONS

2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2019 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

Submission of the provided RFP Signature Page is required. Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

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If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

Submission of the Pricing Form is required. Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless each correction is initialed by both parties. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

2.2 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

2.3 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

2.4 Interpretation, Additional Information, Corrections and Addenda

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or

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changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the cover page of the SPECIFIC section of the RFP. Questions submitted after the question deadline will be ignored.* Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

PLEASE NOTE: USAC’S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant’s Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.

2.5 Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

2.6 Implementation, Acceptance, Financing and Payment

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.³

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts, to wait until dates allowed by E-Rate program rules preceding the funding year or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

³ See USAC/SLD “Advance Installation” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

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Vendor invoices should clearly show the following: Vendor's SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year*, even if Applicant authorizes early implementation of non-recurring projects. For telecommunications services within California, SLD's "SPI" mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus "BEAR" invoicing will be at Applicant's discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant's control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to "product end of life" situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

2.7 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer's warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor's Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer's warranty, so please describe this service in detail where available.⁴ Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

2.8 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board⁵ [FOB] the Applicant

⁴ Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

⁵ "Free On Board" is the point at which a seller is no longer responsible for shipping cost.

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address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

“Budgetary” pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an “authorization to order” [ATO] form of contract but then never order any items against that contract.

Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant’s State(s) and Applicant’s State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

- California's Public Contract and Education Codes (<http://www.leginfo.ca.gov/calaw.html>)

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- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195 available at:
https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.***

Without limitation, Vendors ***may*** be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects⁶
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland "Anti-Kickback" Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. ***It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.*** Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

⁶ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://efiling.dir.ca.gov/PWCR/Search.action>.

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2.12 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁷ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant's preference is for an "Authorization to Order" type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules
- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
 - (b) Not proceed with contracted products/services unless E-Rate funding is approved
 - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
 - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
 - (e) Optionally proceed with 'same functionality' products as needed (service substitution).

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant

⁷ E-Rate does not require signed, written agreements for Month-to-Month or Tariffed services; however, such arrangements must be competitively bid anew for each funding year.

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- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services.

In general, Applicant prefers “discount” invoicing method and Service Provider Invoicing [SPI].

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A’s and Vendor B’s bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate “apples to apples” comparison of proposals.**

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor’s nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant’s and the SLD’s shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications ***as appropriate to the products and services offered***. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor’s processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]
- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

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- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number
- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering
- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD
- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)
- Vendor must maintain a Drug Free Workplace
- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work

During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are *illustrative* of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available.
- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years.
- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects.
- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)
- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information.

2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its

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own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

2.17 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents.

2.18 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents.

2.19 Additional Requirements

2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

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2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:

- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.
- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.
- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

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- d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.
- e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.
- f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed Item 21 Attachment in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

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Appendix: Example Detail of Taxes⁸

The Applicant seeks the *total* cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

⁸ This is an example; vendors should provide similar details for Applicant local and state areas.

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REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_470_c1)

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
 the deadline for submission of **QUESTIONS** is **5pm PST,**
20 calendar days from the Certified Date
 shown on the associated Form 470.

*Submit **PROPOSALS**, including **Signature Page**, by email¹ to:*

[**erate.mps@learningtech.org**](mailto:erate.mps@learningtech.org)

Unless indicated elsewhere (e.g., by amendment to this RFP),
 the deadline for submission of **PROPOSALS** is **5pm PST,**
35 calendar days from the Certified Date
 shown on the associated Form 470.

¹ In the unlikely event of technical difficulties, please contact the [Technical Contact](#) indicated on the Form 470.

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OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

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A responsive proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:

- 1. Vendor's proposal**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
 - a. Succinct recap (single page, no more than 2 paragraphs) in non-technical terms, of what the proposal provides to the Applicant**
 - b. Clear statement regarding for which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
 - c. The price, subtotalling E-Rate eligible items separately from items *not* eligible for E-Rate support**
 - d. The contract term, explicitly clarifying the start date of the contract as:**
 - Contract signature date, or**
 - Service activation date, or**
 - 7/1 of the E-Rate funding year, or**
 - Other**
 - e. Confirmation that the proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed**
 - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s)**
- 5. Timely submission**

Vendors submitting proposals can expect:

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

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SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

Magnolia Public Schools [MPS] is a CA Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS seeks bids for Internet service for all District sites except Bell and San Diego.

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

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#	Entity Name	Address	BEN	Enrollment ²
1	Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	234483	541
2	Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Science Academy Bell	6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	16056863	725
10	Magnolia Science Academy San Diego	6525 Estrella Avenue San Diego, CA 92120	16056862	407
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Public Schools District	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	na

NOTE:

- MSA1 (Reseda) enrollment is expected to be maximum of 912 students after construction is completed. With enrollment increased to 912, MSA1 remaining C2 Budget will be \$80,332.76.

² Enrollment is current projection.

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B. PRODUCTS AND SERVICES SOUGHT

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 1 (Data Transmission and/or Internet Access)

On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/category-one.aspx>.

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B.1 Category 1, Direct Internet Access

Posted in Form 470 under these functions:

- Internet Access and Transport Bundled (non-fiber services only)
- Leased Lit Fiber
- Internet Access: ISP service only

Requirements:

Anticipated Bandwidth	Recipient of Service	BEN	Address of Service	ISP Handoff
At least 100 Mbps, 500 Mbps preferred, scalable to 1 Gbps	MSA3 Carson	16056858	1254 East Helmick Street Carson, CA 90746	Copper preferred
At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps	MSA4 Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Copper preferred
At least 200 Mbps, scalable to 500 Mbps	Central Office		250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Copper preferred
	MSA5 Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Copper preferred
	MSA6 Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Copper preferred
	MSA7 Elementary	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Copper preferred
At least 500 Mbps, scalable to 1 Gbps	MSA2 Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Copper preferred
	MSA Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Copper preferred
At least 500 Mbps, 1 Gbps preferred, scalable to 5 Gbps	MSA1 Reseda ³	234483	18238 Sherman Way Reseda, CA 91335	Copper preferred

Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that any Customer Premise Equipment [CPE] meets the E-Rate program requirements for On-Premise Category One Equipment
- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)
- Symmetrical bandwidth = YES
- Uptime reliability = 99.9%
- IP addresses = up to 4

³ Construction at MSA1 is to expand current facilities, but MSA1 remains a single school at the same address. MSA1’s current address will remain same with CDE and E-Rate. The new building (official street address of 18220 Sherman Way) is simply a new building on the same campus. The new building will be connected to the main site via fiber LAN.

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- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding
- Pricing Form (required): Vendors should submit the completed Pricing *in .xlsx format* (attached with this RFP to the FCC Form 470):

pricing_form_c1.xlsx

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. **No deviation may be introduced between the submitted Pricing Form and any resulting contract.**

Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please indicate in Pricing Form.

- Contract preference: To coincide with E-Rate funding year, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated, a three (3) year term with two (2) 1-year renewals after initial contract term is preferred.

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C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows.

ONLY checked items (☑) apply.

- A Vendor Conference Call will NOT be held. Please do not request a special appointment.
- A Vendor Walk Through will NOT be held. Please do not request a special appointment.
- A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.
 - Attendance is *optional*.
 - Attendance is **mandatory**.
- A Vendor Walk Through will be held at the **date** and **time** and **location** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.
 - Attendance is *optional*.
 - Attendance is **mandatory**.

Sign-in and a business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

Magnolia Public Schools
FY2018 E-Rate Request for Proposals

D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

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

Magnolia Public Schools
FY2018 E-Rate Request for Proposals

Criterion	Weight
Cost of eligible products and services ⁴ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁵	24%
Cost of <i>ineligible</i> products and services ⁶ during <i>initial</i> contract term	19%
Contract terms and conditions ⁷	9%
Extent to which a single-provider, turnkey solution is provided ⁸	9%
Vendor qualifications ⁹	7%
Quality of proposal document(s) ¹⁰	7%
Total	100.00%

E. OTHER SPECIFICS

No additional specifics are available.

⁴ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁵ In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handsets) and services. Solutions that emphasize student data security are strongly preferred.

⁶ Such as cost of handsets, voice features, or Early Termination Fees.

⁷ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing is will generally be scored higher. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

⁸ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all of the requirements (or even addresses multiple Service Types, such as Voice and Data Transmission and/or Internet Access).

⁹ Factors to be considered include: past performance, industry experience, references, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record, quality of proposal documents.

¹⁰ The extent to which the proposal documents are clear, complete, consistent, accurate.

Magnolia Public Schools
 FY2018 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_470_c1)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Signature

Printed Name and Title

Vendor Name

Date

SPIN

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. __

_____.
 (for clarity, please provide name of section as well)

For the Applicant:

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

AMENDMENT DATED 01/29/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002071 (Nickname: mps_y22_470_c1)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

Correction to page 3 of mps_y22_rfp_specific_info, 01/29/2019

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- e. **Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed**

Deadline Clarifications

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002071**, and unless updated further:

- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **2/12/2019**

The deadline for submission of QUESTIONS about this RFP is EXTENDED to 5pm PST on **2/5/2019**.

Required Pricing Form, 01/29/19

The mandatory Pricing Form for Category 1 projects is an Excel spreadsheet, which can be downloaded from the Form 470.

Vendor Questions, 01/29/19

Q1: Will bids be accepted for only some of the listed entities?

A1: While a single vendor for all sights is preferred, Applicant will consider options, particularly if significant savings are available.

Q2: Required bandwidth lists copper services on the table, but some sites are already fiber. Is this for secondary circuit on top of the fiber they have?

A2: MPS is seeking primary circuits eligible for E-Rate funding. Secondary circuits are not eligible for E-Rate support. Applicant prefers copper/Ethernet handoff.

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

AMENDMENT DATED 01/17/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002072 (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

Correction to page 3 of mps_y22_rfp_specific_info, 01/17/2019

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- e. **Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed**

Deadline Clarifications

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002072**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 5pm PST on **01/28/2019**
- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **02/12/2019**

Required Pricing Form

The mandatory Pricing Form for Category 2 project is accessible at this link: [pricing_form_c2](https://fs28.formsite.com/kQm1gu/form1/index.html) (https://fs28.formsite.com/kQm1gu/form1/index.html).

Vendor Walk Through

The optional Vendor Walk Through will be held:

- **Wednesday, January 23 at 1pm (Pacific)**
- **At 18355 Roscoe Blvd., Northridge, CA 91325**

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

AMENDMENT DATED 01/17/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002072 (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

Correction to page 3 of mps_y22_rfp_specific_info, 01/17/2019

With this amendment, we strike “FY2018” from item 2e such that it now reads:

- e. **Confirmation that the proposal is valid and will be held firm through the close of the application window and until all associated paperwork is completed**

Deadline Clarifications

This amendment clarifies that based on the certification date of **01/08/2019** for Form 470 #**190002072**, and unless updated further:

- The deadline for submission of QUESTIONS about this RFP is 5pm PST on **01/28/2019**
- The deadline for submission of PROPOSALS in response to this RFP is 5pm PST on **02/12/2019**

Required Pricing Form

The mandatory Pricing Form for Category 2 project is accessible at this link: [pricing_form_c2](https://fs28.formsite.com/kQm1gu/form1/index.html) (https://fs28.formsite.com/kQm1gu/form1/index.html).

Vendor Walk Through

The optional Vendor Walk Through will be held:

- **Wednesday, January 23 at 1pm (Pacific)**
- **At 18355 Roscoe Blvd., Northridge, CA 91325**

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

AMENDMENT DATED 01/30/2019
TO
REQUEST FOR PROPOSALS
E-Rate Eligible Category 2 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	190002072 (Nickname: mps_y22_470_c2)

*Submit questions about this RFP, its Amendments,
or associated Form 470, by email¹ to:*

erate.mps@learningtech.org

¹ In the unlikely event of technical difficulties, please contact the **Technical Contact** indicated on the Form 470.

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

Vendor Questions, 1/30/19

Q1: Will Applicant consider replacing the existing firewall hardware with something new?

A1: The Applicant has posted the request for support for ten (10) Palo Alto 3020 firewalls in Basic Maintenance of Internal Connections, not Internal Connections. Consideration of new equipment would be a cardinal change to the Form 470 posting, so “No.”

From: Frew, Maria C Maria.Frew@charter.com
Subject: RE: Magnolia Public Schools
Date: February 27, 2019 at 3:20 PM
To: Eileen Miller emiller@learningtech.org
Cc: Hernandez, Rosa E Rosa.Hernandez@charter.com, erate.mps erate.mps@learningtech.org, Miller, Sherry Sherry.Miller@charter.com

Yes I concur.

Your spreadsheet didn't the right drop down.
I should have done Internet instead of Lit Fiber.

Maria Frew
Spectrum Enterprise – Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller <emiller@learningtech.org>
Sent: Wednesday, February 27, 2019 3:17 PM
To: Frew, Maria C <Maria.Frew@charter.com>
Cc: Hernandez, Rosa E <Rosa.Hernandez@charter.com>; erate.mps <erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: Re: Magnolia Public Schools

I am trying to confirm:

- \$955/mo is the price for 500 Mbps DIRECT INTERNET ACCESS
- \$5343.75/mo the price for 5 Gbps DIRECT INTERNET ACCESS

MPS does NOT have a hub/spoke topology; MPS has stand alone Internet service per site. The Spectrum/Charter bid references “Lease Lit Fiber” *only* for all sites. I just want to be sure you are quoting pricing for “Direct Internet Access” and not WAN services.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)

Please take a moment to write a short review of our work at Great Nonprofits!

FY2019 Application Window opens 1/16/19; closes 3/27/19

On Feb 27, 2019, at 3:01 PM, Frew, Maria C <Maria.Frew@charter.com> wrote:

Hi Eileen

ni eileen

If you are just concurring the \$955 for the 500M that is correct.

Maria Frew
Spectrum Enterprise – Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller <emiller@learningtech.org>
Sent: Wednesday, February 27, 2019 2:57 PM
To: Hernandez, Rosa E <Rosa.Hernandez@charter.com>
Cc: Frew, Maria C <Maria.Frew@charter.com>; erate.mps <erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: Re: Magnolia Public Schools

Applicant is trying to make decisions. Please hurry.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
FY2019 Application Window opens 1/16/19; closes 3/27/19

On Feb 27, 2019, at 2:45 PM, Hernandez, Rosa E <Rosa.Hernandez@charter.com> wrote:

Hi Eileen,

Can you give me another 24-48 hours?

Rosa Hernandez

From: Eileen Miller <emiller@learningtech.org>
Sent: Wednesday, February 27, 2019 2:30 PM
To: Frew, Maria C <Maria.Frew@charter.com>
Cc: erate.mps <erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>; Hernandez, Rosa E <Rosa.Hernandez@charter.com>

<rosa.pentimonez@charter.com>

Subject: Re: Magnolia Public Schools

Maria,
Any updates?
Eileen

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
FY2019 Application Window opens 1/16/19; closes 3/27/19

On Feb 20, 2019, at 6:53 PM, Eileen Miller
<emiller@learningtech.org> wrote:

Ok. thx.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with
Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
**FY2019 Application Window opens 1/16/19; closes
3/27/19**

On Feb 20, 2019, at 6:49 PM, Frew, Maria
C <Maria.Frew@charter.com> wrote:

Hi Eileen

I didn't forget about you.
I'm just waiting for finance to make sure.
If it's \$955 for 500M is what you think they

...the question seems to be what you think they will go with it will be all renewal except for the 2 sites that are new but if we do it all in one contract it should be the same but let's wait what the finance folks say.

Maria Frew
Spectrum Enterprise - Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Frew, Maria C
Sent: Monday, February 18, 2019 10:23 PM
To: 'Eileen Miller'
<emiller@learningtech.org>
Cc: erate.mps
<erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: RE: Magnolia Public Schools

Ok let me double check for sure with Finance.

Maria Frew
Spectrum Enterprise - Gov/Ed
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller
<emiller@learningtech.org>
Sent: Monday, February 18, 2019 7:13 PM
To: Frew, Maria C
<Maria.Frew@charter.com>
Cc: erate.mps
<erate.mps@learningtech.org>; Miller, Sherry <Sherry.Miller@charter.com>
Subject: Re: Magnolia Public Schools

As long as \$955/mo is the price for direct Internet service, we're all good.
Please confirm.

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for
Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)

Please take a moment to write a short review of our work at Great Nonprofits!

**FY2019 Application Window opens
1/16/19; closes 3/27/19**

On Feb 18, 2019, at 7:00 PM,
Frew, Maria C
<Maria.Frew@charter.com>
wrote:

You are correct.
I did the wrong drop down.
They are all Internet and NOT
Hub and Spoke topology

Maria Frew
**Spectrum Enterprise -
Gov/Ed**
Office: 562-677-0273
Cell: 310-770-9518
maria.frew@charter.com

From: Eileen Miller
<emiller@learningtech.org>
Sent: Monday, February 18,
2019 6:54 PM
To: Frew, Maria C
<Maria.Frew@charter.com>
Cc: erate.mps
<erate.mps@learningtech.org>;
Miller, Sherry
<Sherry.Miller@charter.com>
Subject: Re: Magnolia Public
Schools
Importance: High

Hi Maria

111 11111111,

The RFP request “Direct Internet Access,” though due to the new Form 470 requirements, we have to post in all functions (just in case the resulting service award is either non-fiber or fiber):

- Internet Access and Transport Bundled (non-fiber services only)
- Leased Lit Fiber
- Internet Access: ISP service only

MPS does NOT have a hub/spoke topology; MPS has stand alone Internet service per site. The Spectrum/Charter bid references “Lease Lit Fiber” *only* for all sites. I just want to be sure you are quoting pricing for “Direct Internet Access” and not WAN services.

Please advise.

Thanks,
Eileen

Eileen Miller
VP, E-Rate & Technology
Planning
Learningtech.org [The Miller
Institute for Learning with
Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review
of our work at Great Nonprofits!
**FY2019 Application
Window opens 1/16/19;
closes 3/27/19**

On Feb 12, 2019,
at 4:20 PM,
Frew, Maria C
<Maria.Frew@charter.com> wrote:

FCC Form 470 -
Funding Year
2019

Form 470
Application
Number:
190002071
mps_y22_470_c1

Billed Entity
Magnolia Public
Schools
250 E 1St Street
STE1500
Los Angeles, Los
Angeles, CA
90012

213-628-3634
erate.mps@learningtech.org

Billed Entity
Number:
17003590
FCC Registration

Number:
0025215294

Contact
Information
Eileen Miller
emiller@learningtech.org

650-598-0105
ext.252

Anticipated
Bandwidth
Recipient of
SCHEDULED

Service BEN
Address of
Service ISP
Handoff

At least 100
Mbps,
500 Mbps
preferred,
scalable to 1
Gbps

MSA3
Carson 16056858
1254 East
Helmick Street
Carson,
CA 90746
Copper preferred

At least 100
Mbps,
200 Mbps
preferred,
scalable to 500
Mbps

MSA4
Venice 16056859
11330 West
Graham Place
Los
Angeles, CA
90064 Copper
preferred

At least 200
Mbps,
scalable to 500
Mbps

Central
Office 250 East
1st Street, Suite
1500
Los
Angeles, CA
90012 Copper
preferred

MSA5

Los Lobos
16056860 18230
Kittridge Street
Reseda,
CA 91335
Copper preferred

MSA6
Palms 16056861
3754 Dunn Drive
Los
Angeles, CA
90034 Copper
preferred

MSA7
Elementary
16028804 18355
Roscoe Blvd.
Northridg
e, CA 91325
Copper preferred

At least 500
Mbps,
scalable to 1
Gbps

MSA2
Valley 16056857
17125 Victory
Blvd.
Van Nuys,
CA 91406
Copper preferred

MSA
Santa Ana
16056863 2840
W. 1st Street
Santa
Ana, CA 92703
Copper preferred

At least 500
Mbps, 1
Gbps preferred,
scalable to 5
Gbps

Gbps
MSA1
Reseda3 234483
18238 Sherman
Way
Reseda,
CA 91335
Copper preferred

Maria Frew
Government and
Education
Spectrum
Enterprise
Office: 562-677-
0273
Cell: 310-770-
9518
17777 Center
Court Drive, 8th
Floor, Cerritos
CA 90703
Maria.frew@charter.com<[mailto: Maria.frew@charter.com](mailto:Maria.frew@charter.com)>

Legacy Time
Warner Cable
888-812-2591
Press 1 for Tech
Support/ * For
Modem support,
Phone, CATV
Press 1

* For PRI and
Fiber services
Press 2
* For Hosted
Voice Press 3

Press 2 for
Billing Customer
Support

Legacy Charter
Communication

866-603-3199

* Press 1 for
Technical
Support

* Press 2 for
Billing Support

* Press 3 for
Upgrading and
Changing
Services

[\[cid:image003.png@01D3594F.FC3422C0\]](mailto:cid:image003.png@01D3594F.FC3422C0)

E-MAIL

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is strictly prohibited. MPS 2019 500M
x 500...c1.xlsx

GENERAL

Spectrum Enterprise

Ethernet and Internet Services Proposal for Magnolia Public Schools B.1 Category 1, Direct Internet Access

Presented To:
Magnolia Public Schools
Consultant
250 E 1St Street STE 1500
Los Angeles, CA 90012
erate.mps@learningtech.org

Presented By:
Ms. Maria Frew
MAE - Government & Education
17777 Center Court Drive
Cerritos, CA 90703
(562) 677-0273
Maria.Frew@charter.com





Tuesday, February 12, 2019

Mr. Eileen Miller
Consultant
Magnolia Public Schools
250 E 1St Street STE 1500
Los Angeles, CA 90012
erate.mps@learningtech.org

Dear Mr. Miller:

Charter Communications™* (Spectrum) is pleased to submit the enclosed proposal in response to your Request for Proposal (RFP). Our response demonstrates Spectrum's ability to provide network solutions that will enable Magnolia Public Schools to meet its technology needs.

Spectrum is committed to providing Magnolia Public Schools with broadband services necessary to meet its current and future technology needs. Spectrum provides advanced broadband services to more than one million business customers across 41 states, and we are one of the largest Ethernet providers in the country and the largest provider in the major US cities we serve.

Partnering with Spectrum provides the foundation to open opportunity, drive innovation and deliver exceptional experiences. Spectrum's advanced technology and product innovations address customer's growing demands for increased bandwidth, scalability, reliability and mobility. Spectrum is committed to delivering industry-leading client service and support.

Thank you for the opportunity to submit this response to your RFP. We look forward to the opportunity to review our proposal with you in detail and to implement the recommendations we are making.

Spectrum Enterprise owns, manages, and maintains its network infrastructure, which includes hub sites, fiber plant, electronic switch and routing equipment, and customer premise equipment in its footprint in the continental United States. The Spectrum Ethernet solutions are MEF certified and use VPLS (MPLS over Ethernet) to provide a dedicated service to you our customer. This network is not over subscribed but dedicated, that is the bandwidth you purchase is reserved for you and is available 24 x 7 x 365. This is a Spectrum Enterprise exclusive service and only available from Spectrum Enterprise. There is no extra charge for this for this is the way we design and deliver service to all of our customers.

* Spectrum Enterprise is a commercial brand of Charter Communications, Inc. The legal entity proposing hereunder is Charter Communications Operating, LLC-143050436, a subsidiary of Charter Communications, Inc.



Spectrum is bidding B.1 Category 1, Direct Internet Access. All service offered by Spectrum in the proposal is E-rate Eligible.

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Spectrum has taken exceptions throughout the response.

Please do not hesitate to call if you have further questions or if there is anything else you need at this time. I look forward to speaking with you soon!

Sincerely,

Ms. Maria Frew

MAE - Government & Education



LEGAL DISCLAIMER and SUMMARY

This proposal shall not be considered an acceptance of any offer by Magnolia Public Schools or otherwise create a binding contract between Magnolia Public Schools and Spectrum. This proposal is submitted with the express understanding that the specific, comprehensive terms under which Spectrum and Magnolia Public Schools may enter into a binding contract are understood to be subject to negotiation between the parties hereafter. The terms of this proposal are confidential and should not be disclosed directly or indirectly to any third party, except as may be required by law.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.



DEFINITIONS OF ABBREVIATED TERMS

Technology evolves at a rapid pace and Spectrum stays on the cutting edge of that evolution. The names of specific technologies or services are sometimes cumbersome and become abbreviated for colloquial use. We have provided a list of the terms used throughout this proposal and have defined them for your convenience.

MULTI-LOCATION TERMS	ABBREVIATION
CARRIER ETHERNET	CE
METRO ETHERNET FORUM	MEF
WIDE AREA NETWORK	WAN
SERVICE PROPOSAL TERMS	ABBREVIATION
PRIVATE BRANCH EXCHANGE	PBX
MONTHLY RECURRING CHARGE	MRC
NON-RECURRING CHARGE	NRC
QUANTITY	QTY
SERVICE CAPACITY	SVC. CAP.
INTERNET PROTOCOL	IP
DIRECT INWARD DIAL	DID
MINUTES OF USE	MOU
ETHERNET SERVICES TERMS	ABBREVIATION
CARRIER ETHERNET	CE
CUSTOMER PREMISE EQUIPMENT	CPE
ETHERNET PRIVATE LINE	EPL
ETHERNET PRIVATE LOCAL AREA NETWORK	EP-LAN
ETHERNET VIRTUAL CONNECTION	EVC
ETHERNET VIRTUAL PRIVATE LINE	EVPL
METRO ETHERNET FORUM	MEF
TIME-DIVISION MULTIPLEXING	TDM
USER-TO-NETWORK INTERFACE	UNI
WIDE AREA NETWORK	WAN
FIA TERMS	ABBREVIATION
FIBER INTERNET ACCESS	FIA
LOCAL AREA NETWORK	LAN
NETWORK OPERATIONS CENTER	NOC
SERVICE LEVEL AGREEMENT	SLA

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EXECUTIVE SUMMARY

Spectrum Enterprise ("Spectrum"), the commercial brand of Charter Communications, is pleased to provide this response illustrating our ability to provide Magnolia Public Schools with broadband services. We take pride in being an innovative resource for businesses, schools, and communities. Our reliable and economical service is a natural fit with your mission.

Bring Advanced and Affordable Technology to Your Schools

Advanced communications services and computing technologies in the classroom have become vital to education. Unfortunately, today's challenging economic environment has put education and technology budgets under tremendous pressure. It is a challenge for schools to get access to technologies that help drive greater student achievements.

The Federal Government created the E-rate Program to help with the need for communications services and budgeting problems. Funded by the Universal Service Administrative Company (USAC), this program offers 20-90 percent off standard retail rates on eligible communications services to eligible schools, libraries, and their districts. Federally funded E-rate discounts have made today's technology more affordable.

Spectrum's Solution

Since 1998, Spectrum has worked with thousands of E-rate accounts. We understand the E-rate program and how best to benefit from it. Our experience in this area will provide E-rate specialists who understand:

- ▶ rules and regulations to participate in the program
- ▶ billing and standard discounts

Technology and education have converged, and your communications needs are growing rapidly.

Get Powerful Services with the Financial Benefits of E-rate

Research shows that technology use is a top-five indicator of better discipline, better attendance, and increases in college enrollment. Educational organizations are leveraging E-rate by partnering with Spectrum to reduce cost and implement technology for greater student achievement. We have invested the time and effort to ensure our sales and support teams have the expertise to help you get the best services through the E-rate program.

Unsurpassed Expertise and Customer Support

A network of specially trained, industry experts supports Spectrum. We have around-the-clock, U.S.-based business support centers and knowledgeable, locally based technicians who are specifically trained to help with your unique needs. Our dedicated work ethic, shared knowledge, and proprietary systems allow us to ensure that the solutions we are quoting Magnolia Public Schools will match your specific and discrete needs.



When you collaborate with Spectrum for communications services, we assign a dedicated account team who will support your services:

- ▶ **Account Executive:** a dedicated, local market expert who is available for your consultation needs
- ▶ **Sales Engineering:** trained technical experts who customize designs based on your needs.
- ▶ **E-rate Specialists:** experienced with E-rate rules and regulations and are billing and standard discounts experts
- ▶ **Project Management:** customer focused experts who manage your build and communicate with you every step of the way
- ▶ **Account Manager:** your point of contact; responsible for providing you with accurate billing and consultation on future growth needs
- ▶ **Network Operations Center:** Spectrum staff that continuously monitors the network

Implementation Plan

Spectrum has detailed processes in place to ensure installations occur in a timely fashion and to your timeframe. Upon award of the project, Spectrum will meet with your technical staff to create the project work plan. The work plan will include an assessment of site readiness with specific recommendations based upon site visits. Spectrum will jointly prepare a project work schedule with Magnolia Public Schools, identifying key project milestones.

We will assign a team experienced in designing, implementing, and maintain large-scale networks to this project. We dedicate in-house project managers who will be the point of contact for the project life cycle. Our project managers understand the importance of meeting deadlines and satisfying customer expectations.

Spectrum operates with a team concept. We ensure work is crosschecked and resources are available to provide backup support, as needed, and that are knowledgeable in the processes and procedures used in this project.

Upon completion of the construction, the project will be handed off to a local Network Technician who will install the Spectrum equipment, as applicable, at each respective Magnolia Public Schools's site. The Network Technician will work with the Network Operations Center to verify connectivity and to provision the correct bandwidth. We will notify you once installation and testing are complete, and service is available for use.

Spectrum's implementation plan is an estimate only. Actual dates and periods may vary due to, but not limited to, inclement weather. The estimate for your service delivery is expected to be 90 days.



ABOUT US

Spectrum, a division of Charter Communications, is a national provider of scalable, fiber-based technology solutions serving many of America's largest businesses and communications service providers. Spectrum's broad portfolio includes Internet access, Ethernet access and networks, Voice, and TV solutions and extends to Managed IT solutions including Application, Cloud Infrastructure and Managed Hosting Services offered by its affiliate, Navisite. Our industry-leading team of experts work closely with clients to achieve greater success by providing these right fit solutions designed to meet their evolving needs. For more information, visit enterprise.spectrum.com.

Standing at the intersection of technology and entertainment, we facilitate essential communications that connect more than 25 million residential and business customers in 41 states. Our commitment to serving customers and exceeding their expectations is the foundation of our business strategy and this philosophy that guides our 90,000 employees.

All of our services are delivered over our state-of-the-art network and we back them up with professional customer service and support from local technicians. We are dedicated to bringing our clients innovative, reliable services, and responsible care.

Additional financial information about Spectrum, including annual and quarterly reports, may be found at our [Investor Relations](#) portal.

For more information about Charter, visit the [Charter Communications Newsroom](#).



FIBER INTERNET ACCESS

Every second your business waits for file uploads, downloads and transfers is lost time, productivity and revenue.

[Fiber Internet Access overview](#)

Fiber Internet Access (FIA) from Spectrum Enterprise provides secure, symmetrical connectivity—ranging from 25 Mbps to 10 Gbps—backed by industry-leading service-level agreements (SLAs) for performance and uptime. Whether your business is in a rural or a metropolitan location, you can count on reliable, as well as consistent, speeds because of Spectrum Enterprise’s fiber-rich network.

When you require equally high-capacity, scalable upload and download access, FIA delivers with predictably fast, high-bandwidth, secure Internet service to power your business.

Product highlights

- ▶ **Enable High-bandwidth connectivity:** Dedicated, consistent symmetrical bandwidth is backed by industry-leading SLAs to help ensure network availability, Mean Time to Restore (MTTR), latency and packet delivery
- ▶ **Maximize Internet speeds:** Enjoy consistent, symmetrical speeds ranging from 25 Mbps to 10 Gbps
- ▶ **Ensure reliability regardless of location:** Get reliable connectivity whether your business is in a metropolitan or outlying area
- ▶ **Enable end-to-end security:** Dedicated connectivity is delivered over Spectrum Enterprise’s secure, fiber-rich network
- ▶ **Ensure maximum performance and uptime:** Proactive monitoring is offered 24/7/365
- ▶ **Rely on dedicated support:** Spectrum Enterprise Technical Specialists are available 24/7/365

Product

- ▶ **Integrate Robust Managed Network Security:** Optional Managed Router Service for Internet is available for one predictable, cost-effective monthly fee



PRODUCT BRIEF FIBER INTERNET ACCESS

Technical Specifications Network

- ▶ IP over IEEE 802.3-based, full-duplex, non-circuit switched services
- ▶ Provisioned on our advanced fiber-rich network from the client premises to one of many Spectrum Enterprise hub locations throughout the Spectrum Enterprise network footprint
- ▶ Multiple levels of network fault tolerance provide a highly reliable and secure Internet access service
- ▶ Fiber access circuit is insusceptible to electromagnetic interference

Internet Access Demarcation

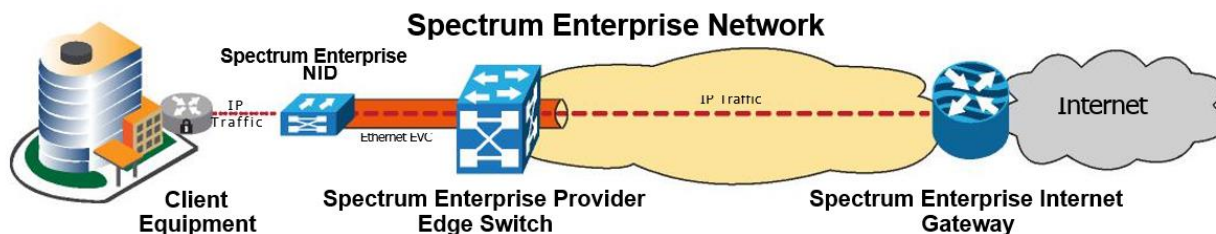
- ▶ Fiber connections to the Spectrum Enterprise network are managed by a dedicated network interface device
- ▶ All traffic is routed over the Spectrum Enterprise IP network until the traffic is required to travel to the public network

Routing

- ▶ Routing options are static routing or border gateway protocol (BGP)

Static IP Addresses

- ▶ IP address space is included
- ▶ Spectrum Enterprise offers dual stacking of IPv4 and IPv6 address space





SPECTRUM SERVICE PROPOSAL

These prices will remain in effect throughout the initial Service Period, subject to the following contingencies:

- ▶ final engineering, design and site visits; and
- ▶ complete Terms & Conditions as provided in our service contract

[See attached pricing sheet.](#)



Spectrum's Taxes, Surcharges, and Fees provision is as follows:

Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, and including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes, and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.



SPECTRUM'S RESPONSE TO MAGNOLIA PUBLIC SCHOOLS

Spectrum is pleased to submit this formal proposal for Ethernet and Internet Services to Magnolia Public Schools. On the pages to follow, Spectrum has responded to your Request for Proposal and addressed each requirement to demonstrate that we can provide you with the best, most timely, cost effective solution to meet your needs. We based our responses on an understanding of your needs from both a technical and a business perspective. Whenever possible, we linked our responses back to your needs to show you not only what we offer, but also why it matters to you. We also provided evidence of our competence to deliver solutions in a professional manner, and have indicated the value of our recommendations for you.

As the second largest cable operator in the United States, Spectrum can provide customized solutions in several marketplaces that are unified, powerful, cost-effective, easily managed, and perhaps most importantly, reliable.

Spectrum owns and operates our network from end-to-end and offers one phone number to call after installation for all support and service inquiries. There is never any question as to how to get help, or who will be supporting you should you ever need assistance.

- ▶ **Service and Savings:** Owning our network allows us to not only manage and monitor your services, but also pass cost savings on to our end customers with highly competitive rates
- ▶ **Reliable connectivity:** With dedicated connectivity up to 10 Gbps, Spectrum can offer the newest technology and services
- ▶ **Adaptability:** Spectrum offers future-proof solutions that are scalable and flexible to adapt to our customers changing requirements
- ▶ **Service:** We serve all of our customers with a dedicated team of Account Executives with supporting teams that understand complex requirements for acquiring, funding and installing solutions like yours

We understand that not all businesses have the same needs and are committed to working with our clients to move past limitations, integrating the most valuable solutions, and achieving greater success together. We invite you to review the following response and discover how Spectrum can provide a solution for you. Our customers value our knowledge and understanding of their challenges, objectives, operating environments, and rely on our accumulation of best practices from the industry. We realize that your initiatives can often create more ways to use our services than was originally anticipated, so you need to be able to adapt quickly, as demand increases. Since we design solutions that solve your specific needs and anticipate future growth needs, we know that you will achieve the results that you expect from your broadband provider now, and into the future.



Magnolia Public Schools
FY2018 E-Rate Request for Proposals

REQUEST FOR PROPOSALS
E-Rate Eligible Category 1 Products and Services
Funding Year 2019: 7/1/2019 – 6/30/2020



Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_470_c1)



Magnolia Public Schools
FY2018 E-Rate Request for Proposals

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

The GENERAL INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this SPECIFIC INFORMATION, TERMS AND CONDITIONS document by reference. The GENERAL section instructs the respondent about general information, and general terms and conditions.

This SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Spectrum understands.



A responsive proposal will be submitted per instructions on the first page of this SPECIFIC section and will include:

- 1. Vendor's proposal**
- 2. Vendor's cover letter, or executive summary in proposal to include:**
 - a. Succinct recap (single page, no more than 2 paragraphs) in nontechnical terms, of what the proposal provides to the Applicant**
 - b. Clear statement regarding for which part of the RFP this proposal is a valid response (e.g., B.1, B.2)**
 - c. The price, subtotaling E-Rate eligible items separately from items *not* eligible for E-Rate support**
 - d. The contract term, explicitly clarifying the start date of the contract as:**
 - Contract signature date, or**
 - Service activation date, or**
 - 7/1 of the E-Rate funding year, or**
 - Other**
 - e. Confirmation that the proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed**
 - f. Brief list of any exceptions to any requirements of this RFP**
- 3. Fully executed RFP Signature Page, signed by Vendor's authorized representative**
- 4. Pricing Form(s)**
- 5. Timely submission**

Spectrum understands and has complied.

Vendors submitting proposals can expect:

- NO private calls, meetings, demos will be accepted during the competitive bidding process, thereby maintaining an "open and fair" competitive bidding process per E-Rate program rules
- Acknowledgement of receipt of proposals
- Email notification of award or regret, *after* Applicant decisions are made, and typically *after* the Form 471 applications are submitted. Vendors winning awards will likely be requested to provide contract documents before the window closes. If you have not been advised of the outcome before the window closes, you probably did not win, but you WILL hear from us to close the loop
- Extra emails and phone calls just before the window closes asking, "did I win?" slows the decision process, so please resist this temptation.

Spectrum understands.



SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

Magnolia Public Schools [MPS] is a CA Charter Management Organization [CMO] that operates ten tuition-free public charter schools focused on Science, Technology, Engineering, Arts, and Math (STEAM), and serves grades K-12. MPS has 1 non-instructional facility [NIF] and 8 schools in the Los Angeles area, 1 school in Orange County, and 1 school in San Diego. MPS applies for E-Rate as a “charter district” for the NIF and all schools.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Alfredo Rubalcava
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

MPS seeks bids for Internet service for all District sites except Bell and San Diego.

Entities included in this RFP are listed below; bidders should rely on this RFP list of entities as the definitive list of entities participating in this RFP. (Note that due to EPC data discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** or **Number of Eligible Entities** sections may differ from those listed below).

Spectrum understands.



Magnolia Public Schools
FY2018 E-Rate Request for Proposals

#	Entity Name	Address	BEN	Enrollment ²
1	Magnolia Academy	Science 18238 Sherman Way Reseda, CA 91335	234483	541
2	Magnolia Academy Valley	Science 17125 Victory Blvd. Van Nuys, CA 91406	16056857	458
3	Magnolia Academy Carson	Science 1254 East Helmick Street Carson, CA 90746	16056858	460
4	Magnolia Academy Venice	Science 11330 West Graham Place Los Angeles, CA 90064	16056859	192
5	Magnolia Academy Los Lobos	Science 18230 Kittridge Street Reseda, CA 91335	16056860	187
6	Magnolia Academy Palms	Science 3754 Dunn Drive Los Angeles, CA 90034	16056861	173
7	Magnolia Academy Elementary	Science 18355 Roscoe Blvd. Northridge, CA 91325	16028804	301
8	Magnolia Academy Bell	Science 6411 Orchard Avenue Bell, CA 90201	17016161	499
9	Magnolia Academy Santa Ana	Science 2840 W. 1st Street Santa Ana, CA 92703	16056863	725
10	Magnolia Academy San Diego	Science 6525 Estrella Avenue San Diego, CA 92120	16056862	407
11	Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003776	0
12	Magnolia Schools District	Public 250 East 1st Street, Suite 1500 Los Angeles, CA 90012	17003590	na

NOTE:

- ∞ MSA1 (Reseda) enrollment is expected to be maximum of 912 students after construction is completed. With enrollment increased to 912, MSA1 remaining C2 Budget will be \$80,332.76.



B. PRODUCTS AND SERVICES SOUGHT

In the event that alternative technologies, topologies or pathways would improve functionality or reduce cost, bidders are encouraged to propose recommended alternatives *in addition to* estimating as indicated in this RFP.

Category 1 (Data Transmission and/or Internet Access)

On-Premise Category One Equipment

Some Category 1 services require vendor provided equipment at the customer site. To be eligible for Category 1 treatment, these requirements must be met:

1. Is the leased on-premise equipment an integral component of a Telecommunications or Internet Access service? **YES**
2. Will the leased on-premise equipment be provided by the same service provider that provides the associated Telecommunications Service or Internet Access service? **YES**
3. Does responsibility for maintaining the equipment rest with the service provider? **YES**
4. Will ownership of the equipment transfer to the school or library in the future? **NO**
5. Does the relevant contract or lease include an option for the applicant to purchase the equipment? **NO**
6. Will the leased equipment be used at the applicant site for any purpose other than receipt of the eligible Telecommunications Services or Internet Access of which it is a part? **NO**
7. Will the school's/library's internal communication systems (e.g., LAN, video, phone, or other communication system) continue to work if the component is disconnected? **YES**
8. Are there any contractual, technical, or other limitations between you and the service provider that states that the equipment is exclusively for your use and not to be shared with other customers? **NO**

For full guidance regarding On-Premise Category One Equipment, see <https://www.usac.org/sl/applicants/beforeyoubegin/eligible-services/category-one.aspx>.

Spectrum understands.



B.1 Category 1, Direct Internet Access

Posted in Form 470 under these functions:

- Internet Access and Transport Bundled (non-fiber services only)
- Leased Lit Fiber
- Internet Access: ISP service only

Requirements:

Anticipated Bandwidth	Recipient of Service	BEN	Address of Service	ISP Handoff
At least 100 Mbps, 500 Mbps preferred, scalable to 1 Gbps	MSA3 Carson	16056858	1254 East Helmick Street Carson, CA 90746	Copper preferred
At least 100 Mbps, 200 Mbps preferred, scalable to 500 Mbps	MSA4 Venice	16056859	11330 West Graham Place Los Angeles, CA 90064	Copper preferred
At least 200 Mbps, scalable to 500 Mbps	Central Office		250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Copper preferred
	MSA5 Los Lobos	16056860	18230 Kittridge Street Reseda, CA 91335	Copper preferred
	MSA6 Palms	16056861	3754 Dunn Drive Los Angeles, CA 90034	Copper preferred
	MSA7 Elementary	16028804	18355 Roscoe Blvd. Northridge, CA 91325	Copper preferred
At least 500 Mbps, scalable to 1 Gbps	MSA2 Valley	16056857	17125 Victory Blvd. Van Nuys, CA 91406	Copper preferred
	MSA Santa Ana	16056863	2840 W. 1st Street Santa Ana, CA 92703	Copper preferred
At least 500 Mbps, 1 Gbps preferred, scalable to 5 Gbps	MSA1 Reseda ³	234483	18238 Sherman Way Reseda, CA 91335	Copper preferred

Other specifications:

- Vendors will provide all E-Rate Category 1 eligible services and equipment necessary for the solution to function
- Strongly prefer that any Customer Premise Equipment [CPE] meets the E-Rate program requirements for On-Premise Category One Equipment
- Prefer major provider (ideally “tier 1” or “tier 2” or substantial peering arrangements)
- Symmetrical bandwidth = YES
- Uptime reliability = 99.9%
- IP addresses = up to 4

Spectrum's proposal is for Internet (Fiber Based Internet Service). Please review Spectrum's SLA incorporated within this proposal.



Services provided under the Agreement to the Customer shall be available for Customer's use at least ninety-nine and ninety-five one hundredths percent (99.95%) each month the Services are to be provided by Spectrum hereunder ("Network Availability"). Since no provider can control the means of force majeure (acts of God or uncontrollable access to plant due to safety issues and access to poles or underground segments), Spectrum has additional service level agreement (SLA) provisions that can be added to the end user agreement. Any transmissions outside of Spectrum's core network are not controlled by Spectrum and, therefore, are not applicable to this service parameter.

³ Construction at MSA1 is to expand current facilities, but MSA1 remains a single school at the same address. MSA1's current address will remain same with CDE and E-Rate. The new building (official street address of 18220 Sherman Way) is simply a new building on the same campus. The new building will be connected to the main site via fiber LAN.

- The proposal, and any resulting contract, must include monthly and installation pricing at each bandwidth level for the full term of contract, as well as allow optional upgrades during the contract term, without new competitive bidding

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. For information regarding possible taxes, fees and surcharges, information can be found here:

<https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>

- Pricing Form (required): Vendors should submit the completed Pricing *in .xlsx format* (attached with this RFP to the FCC Form 470): **pricing_form_c1.xlsx**

Spectrum understands.

NOTE: This Pricing Form is the *ONLY* acceptable form for submission of proposal pricing and will be required as an exhibit of any resulting contract. No deviation may be introduced between the submitted Pricing Form and any resulting contract.

Applicant requests complete contractual documentation indicating prices at different service levels over the contract term, including possible voluntary extensions. If pricing varies by site, please indicate in Pricing Form.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. For information regarding possible taxes, fees and surcharges, information can be found here:

<https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>



- Contract preference: To coincide with E-Rate funding year, Applicant strongly prefers that contract expiration date be exactly and explicitly 6/30 (i.e., not based on number of months from contract signatures, or service turn up). Unless explicitly stated, a three (3) year term with two (2) 1-year renewals after initial contract term is preferred.

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.



C. VENDOR CONFERENCE / WALK THROUGH

Vendor Conference Call and/or Walk Through information follows. **ONLY checked items (I1) apply.**

I1 A Vendor Conference Call will NOT be held. Please do not request a special appointment.

I1 A Vendor Walk Through will NOT be held. Please do not request a special appointment.

U A Vendor Conference Call will be held at the **date** and **time** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of the call-in details, and any unanticipated, last minute changes in scheduling. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

U Attendance is *optional*.

U Attendance is **mandatory**.

U A Vendor Walk Through will be held at the **date** and **time** and **location** to be announced via RFP Amendment. Please RSVP via email to the email address on the cover page above. This will allow us to notify all interested parties of any unanticipated, last minute changes in scheduling or starting location. Please do not request a special appointment for a different time; all vendors should attend at the same time to help ensure that everyone has the same information.

U Attendance is *optional*.

U Attendance is **mandatory**.

Sign-in and a business card or similar contact information will be expected upon arrival. Answers to clarifying questions not adequately explained in the existing RFP materials will be posted as RFP Addenda or Amendments on the same web site as this document and available to all vendors. Please note that, depending on the bid evaluation criteria indicated herein, where attendance is optional, non-attendance might still affect scoring on a secondary proposal evaluation factor. Vendors should never offer gifts or favors of any kind, however small, to anyone associated with the Applicant or Applicant's family members. Submission of a proposal constitutes a presumptive certification that there is no conflict of interest.

Spectrum understands.



D. EVALUATION CRITERIA

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and services as the highest weighted factor. Secondary factors will also be considered as further described below.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Disqualification factors include:

- Non-compliance with E-Rate program rules
- Non-compliance with state or local regulations
- Failure to meet stated required vendor qualifications
- Failure to submit the required Pricing Form
- Failure to submit a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above. (For example, if Applicant seeks a full complement of Network Components and vendor proposes only the firewall, the firewall proposal will be disqualified unless *no* reasonably complete solutions have been received.)
- Failure to meet minimum specifications for key components of solution
- Failure to address at least 90% of stated scope of section for which proposal is submitted
- Submission of any documents that are “Proprietary” or “Confidential”
- Deviation between the submitted Pricing Form, Products/Services and any resulting contract form
- “Budgetary” pricing: prices for products and services must be firm commitments; surprise special construction costs are not acceptable.

In the event that all proposals are disqualified, leaving the Applicant with no responsive bids, the Applicant, at its sole discretion, may waive individual disqualification factors.

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

Spectrum understands.



Criterion	Weight
Cost of eligible products and services ⁴ during <i>initial</i> contract term	25%
Functionality/completeness/specifications of proposed solution ⁵	24%
Cost of <i>ineligible</i> products and services ⁶ during <i>initial</i> contract term	19%
Contract terms and conditions ⁷	9%
Extent to which a single-provider, turnkey solution is provided ⁸	9%
Vendor qualifications ⁹	7%
Quality of proposal document(s) ¹⁰	7%
Total	100.00%

E. OTHER SPECIFICS

No additional specifics are available.

⁴ This criterion is required and must be the most heavily weighted, per E-Rate program rules.

⁵ In the case of Internet services, *functionality* could include: whether provider is considered “Tier 1,” “Tier 2,” or lower; peering arrangements; whether service is symmetrical; speed and latency of connections; whether a sufficient number of public (static) IP addresses are offered; whether public forward and reverse (in-addr.arpa) lookup DNS services are provided; uptime guarantee or Service Level Agreement [SLA]; whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections. Performance characteristics such as scalability of bandwidth are more desirable. Other considerations might include compatibility with existing equipment (e.g., routers, handsets) and services. Solutions that emphasize student data security are strongly preferred.

⁶ Such as cost of handsets, voice features, or Early Termination Fees.

⁷ Among other considerations as to terms and conditions, Applicant-friendly terms and conditions are preferred. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. Flexibility to adapt to changing circumstances, such as moves or school closures, is advantageous. In California, Vendors participating in California Teleconnect Fund may be scored higher. Commitment to SPI invoicing is will generally be scored higher. Consolidated billing (mapped to Funding Request Numbers [FRNs] and SPINs) is also a plus. Contract expiration date that is exactly 6/30 is strongly preferred for Category 1 services. Commitment to include pricing for scalable bandwidth over time in contract will be more favorable.

⁸ *Turnkey* means within a given category, Applicant has a preference, but not a requirement, for a solution wherein a single contract with a single vendor mostly/completely addresses all of the requirements (or even addresses multiple Service Types, such as Voice and Data Transmission and/or Internet Access).

⁹ Factors to be considered include: past performance, industry experience, references, adherence to RFP requirements, responsiveness during bid evaluation, and E-Rate compliance/experience/track record, quality of proposal documents.

¹⁰ The extent to which the proposal documents are clear, complete, consistent, accurate.

Magnolia Public Schools
FY2018 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page **(required)**

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002071 (Nickname: mps_y22_470_c1)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor's submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Irwin Whistler III

Irwin Whistler III (Feb 11, 2019)

Signature

Irwin Whistler, Dir. Strategic Accounts

Charter Communications Operating, LLC

Printed Name and Title

Vendor Name

02/11/2019

143050436

Date

SPIN

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. 1
B.1 Category 1, Direct Internet Access _____.

(for clarity, please provide name of section as well)

For the Applicant:

If Vendor's proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

Signature Page 02/11






Adobe Sign Document History

02/11/2019



Created:	02/11/2019
By:	sherry.miller@charter.com
Status:	Signed
Transaction ID:	CBJCHBCAABAAAY2cqZkIKG_WIHT518Xyu-IQklzvODaC

"Signature Page 02/11" History

-  Document created by sherry.miller@charter.com
 02/11/2019 - 8:19:22 AM PST- IP address: 68.114.34.12
-  Document emailed to Irwin Whistler III (irwin.whistler@charter.com) for signature
 02/11/2019 - 8:19:59 AM PST
-  Document viewed by Irwin Whistler III (irwin.whistler@charter.com)
 02/11/2019 - 8:24:01 AM PST- IP address: 204.235.114.165
-  Document e-signed by Irwin Whistler III (irwin.whistler@charter.com)
 Signature Date: 02/11/2019 - 8:24:38 AM PST - Time Source: server- IP address: 204.235.114.165
-  Signed document emailed to Irwin Whistler III (irwin.whistler@charter.com) and sherry.miller@charter.com
 02/11/2019 - 8:24:38 AM PST



REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2019: 7/1/2019 – 6/30/2020

OVERVIEW

This REQUEST FOR PROPOSALS consists of TWO (2) sections:

1. GENERAL INFORMATION, TERMS AND CONDITIONS
2. SPECIFIC INFORMATION, TERMS AND CONDITIONS

Together, the GENERAL and SPECIFIC sections constitute the full REQUEST FOR PROPOSALS.

This GENERAL section instructs the respondent about general information, and general terms and conditions. The SPECIFIC INFORMATION, TERMS AND CONDITIONS section is uploaded to the Universal Service Administrative Company [USAC] E-Rate Productivity Center [EPC] for the associated Form 470, and is included with this GENERAL INFORMATION, TERMS AND CONDITIONS document by reference.

The SPECIFIC section provides:

- Applicant specific details (e.g., Name, Billed Entity Number [BEN], entity address(es), Form 470 number, background about the Applicant's current situation and desired solutions)
- Proposal submission details:
 - Questions email and deadline
 - Submission mechanism and deadline
 - Vendor meeting dates and times (if applicable)
 - Components of a responsive proposal
- Description of Products and Services Sought, with minimum requirements for:
 - Relevant technical specifications
 - Quantities of products/services sought
- Evaluation criteria
- Other specifics (if applicable)

If conflict exists between SPECIFIC and GENERAL sections of this REQUEST FOR PROPOSALS, the SPECIFIC section overrides the GENERAL document.

All critical dates (e.g., deadline for submission of questions, site walks (if any), deadline for submission of proposals) **are noted on the first page of the SPECIFIC document.**

Spectrum understands.



GENERAL INFORMATION, TERMS AND CONDITIONS

E-Rate Program Background

This Request For Proposals [RFP] is posted in conjunction with the Schools and Libraries Division [SLD] Forms 470, in partial fulfillment of the requirements for Federal Communications Commission [FCC] Universal Service Fund [*E-Rate*] discounts. E-Rate provides discounts for certain school or library technology products and services, including:

- Category 1:
 - Leased Lit Fiber
 - Internet Access and Transport Bundled
 - Transport Only - No ISP Service
 - Internet Access: ISP Service Only
 - Leased Dark Fiber and Leased Lit Fiber
 - Self-Provisioned Network and Services Provided Over Third-Party Networks
 - Cellular Data Plan/Air Card Service
 - Voice Service
 - Cellular Voice
 - Other
- Category 2:
 - Internal connections
 - Managed Internal Broadband Service
 - Basic maintenance of internal connections.

For more information about this Federal program, and before responding to this RFP, please refer to the SLD web site, www.usac.org/sl/, or call the SLD Help Line at 888-203-8100.

Spectrum understands.

Learningtech.org [The Miller Institute for Learning with Technology, Consultant Registration Number 16043681], a **Consulting firm**, is **not** the E-Rate **Applicant**. Learningtech.org is the Applicant's **Consultant**, retained to handle competitive bidding interactions and other aspects of the E-Rate application. Therefore, please:

- Put the Applicant's name and contact information on any documents resulting from winning proposal(s)
- Do not contact school personnel either with general questions about E-Rate, or to offer ineligible services or services not requested on this RFP, or to request a meeting or offer trial equipment.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page of the SPECIFIC [section](#). Learningtech.org staff will gather the necessary information to respond to legitimate questions and provide answers by posting addenda or amendments clarifying this RFP on the same system(s) as the original RFP. All such postings are considered formal elements of this RFP and should be considered incorporated by reference into any resulting agreements. Postings may occur from time to time during the bidding period; please be sure to check back periodically while preparing your proposal.



Telephone, facsimile or U.S. mail inquiries or submissions are strongly discouraged, and are apt to be overlooked during proposal evaluation. As a school/district, library or education-related consortium, the Applicant does not have the personnel resources to respond to generalized inquiries or blanket advertising broadly targeting E-Rate applicants. Such materials shall be deemed "Unsolicited Commercial Email" (spam); Applicants have no obligation to respond to spam. Repeated spamming could cause *all* of your information to be overlooked, your email address to become blacklisted by our filtering system, and/or (at a minimum) divert Applicant attention from any materials intended as serious, legitimate responses to this RFP. Please clearly indicate to which of the solicitation requirements your proposal is a valid response.

Spectrum understands.

Vendors should have, or should promptly apply for, a valid E-Rate program Service Provider Identification Number [SPIN] and meet other criteria, as further described herein.

Charter Communications Operating, LLC SPIN is 143050436.

For coordination of California Teleconnect Fund discounts for Category 1 services in California, service providers must discount invoices to the Applicant and submit the balance to the E-Rate program via Service Provider Invoice [SPI] forms, as specified by the SLD. Invoicing information is further described below.

California Teleconnect Fund Contingency. If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF.

Customer's Service Order will include the following E-rate Contingency:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.



Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

Your proposal should refer to this RFP specifically, as well as the Applicant name, the establishing Form 470 Number and Billed Entity Number. You should also clearly indicate your currently valid SPIN number and FCC Registration Number [FCC RN].

Charter Communications Operating, LLC SPIN is 143050436.

Charter Communications Operating, LLC FRN is 0002526580.

Descriptions of products and services are expected to provide sufficient line item detail, in a format suitable to serve as SLD Standard Form 471 Item 21 Attachments, with minimal need for Applicant modification.

Applicant intends to procure products/services, and seeks only proposals that are fully compliant with all state and local procurement rules, codes and regulations, as well as being fully compliant with all rules and guidelines of the E-Rate program. **Per E-Rate rules, confidential bids are not acceptable.¹**

Spectrum understands.

1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2018 (July 1, 2018 – June 30, 2019), Applicant seeks proposals for eligible products and services in the categories of service listed in **Service Requests** section of the Form 470 and further detailed in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP.

Applicant intends to obtain cost-effective, technically sound, eligible products and services to improve telecommunications and/or Internet access services and/or technology infrastructure and/or managed internal broadband services and/or basic maintenance of infrastructure, to enhance student achievement in its classrooms. Qualified entities offering these products and services



[Vendors] should submit proposals including detailed descriptions, with all costs associated with the delivery of the products and services (parts, labor, installation, testing, acceptance, configuration, turn-up, applicable taxes/fees, shipping, and so on). Any line items not 100% eligible for E-Rate discounts according to program rules should be isolated, with separate subtotals.² Items that are conditionally or partially eligible should also be noted. Ineligible items should be eliminated when possible (or minimized where necessary but ineligible) and broken out as separate line items or separate proposals. Proposals for ineligible products and services, however potentially useful to school technology programs (such as, say, interactive white boards or end user computers) should *not* be submitted in response to this RFP; Applicant will seek whatever additional, ineligible products and services are needed to implement their technology plan, separately, at another time. Apparent attempts to include excessive quantities of ineligible items, deliberately misrepresent the eligibility of items, or otherwise circumvent program rules will result in disqualification.

Spectrum understands.

1.2 Evaluation Methodology

Each responsive proposal meeting the minimum qualifications will be evaluated using weighted criteria including cost of the eligible products and/or services as the highest weighted factor. Secondary factors may also be considered.

For any given solution, after elimination of proposals that are disqualified, the proposal that is deemed to most cost-effectively meet the stated Applicant requirements, and therefore in the best interest of the Applicant, will be selected.

Spectrum understands.

1.3 Vendor Capabilities

Proposals should include supporting information about your firm's capabilities and experience.

- Company Background including:
 - Names of Principals and Type of Organization

Charter Communications Operating, LLC

Thomas M. Rutledge

Chairman and Chief Executive Officer

John Bickham

President and Chief Operating Officer

David G. Ellen

Senior Executive Vice President

Tom Adams

Executive Vice President, Field Operations

James Blackley

Executive Vice President, Engineering and Information Technology



Mike Bair

Executive Vice President, Spectrum Networks

Catherine Bohigian

Executive Vice President, Government Affairs

Richard J. DiGeronimo

Executive Vice President, Product and Strategy

Richard R. Dykhouse

Executive Vice President, General Counsel and Corporate Secretary

Jonathan Hargis

Executive Vice President and Chief Marketing Officer

David Kline

Executive Vice President, President of Media Sales

Paul Marchand

Executive Vice President, Chief Human Resources Officer

Kathleen Mayo

Executive Vice President, Customer Operations

Philip G. Meeks

Executive Vice President, President of Spectrum Business Enterprise

Tom Montemagno

Executive Vice President, Programming Acquisition

James Nuzzo

Executive Vice President, Business Planning

Scott Weber

Executive Vice President, Network Operations

Christopher L. Winfrey

Chief Financial Officer

Kevin D. Howard

Senior Vice President - Finance, Controller and Chief Accounting Officer

○ **Contact Information**

Ms. Maria Frew
MAE - Government & Education
17777 Center Court Drive
Cerritos, CA 90703
(562) 677-0273
Maria.Frew@charter.com

○ **Years in Business**

Charter Communications Operating, LLC is a Delaware, Limited Liability Company, formed on February 10, 1999.

● **Experience: K-12 references for 3 similar projects in the last 5 years**

Hollister School District - 9 sites



Fiber Services – Gig @ all sites – Ethernet and Internet
Contact: JR Rayas (831) 630-6300 x 46

Victor Elementary School District 21 sites
Fiber Services – 10Gg and 1Gb circuits - Ethernet and Internet
Contact: Bill Klopping
760 245 3533 direct
760 559 5480 m

Glendale Unified SD – 26 sites
Fiber service: 30Gb, 10Gb and 1Gb Ethernet Services
Contact: Frank Schlueter
18-241-3111, Ext. 1444

- E-Rate track record:

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

- Green light status

Red Light Display System

Page 1 of 1



Red Light Display System (RLDS)

Red Light Display System

[FCC](#) | [Fees](#) | [Red Light Display System](#)

[< FCC Site Map](#)

Logged in as FRN: Charter Communications, Inc. (0025646373) [[Log Out](#)]

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12/17/2018 4:43 PM

Current Status of FRN 0025646373

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 12/17/2018 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.

- Valid SPIN, or evidence of application for SPIN

Charter Communications Operating, LLC SPIN is 143050436.

- FCC Registration Number

Charter Communications Operating, LLC FRN is 0002526580.



○ 499 Filer status

Charter files the 499 form quarterly and annually for all of our SPIN'S except Charter Communications, Inc.

○ SPAC filing history

SPIN	Service Provider	Doing Business As	Contact Name	Contact Address	Contact Phone	E-mail	SPAC Filed	Options
143050436	Charter Communications Operating, LLC	Charter Communications Operating, LLC	Tommy Johnson	12405 Powerscourt Dr, St Louis, MO, 63131	314-394-9855	tommy.johnson@charter.com	2017 2018	More Info History

○ Routinely successful SLD funding approvals

Charter does have routinely successful SLD funding approvals. Spectrum serves over fifteen hundred schools and libraries across the United States of similar size and complexity as well as larger and more complex sites than Magnolia PS. Spectrum has installed fiber networks for hundreds of educational institutions in areas we serve, from small (2 -6 sites) to large systems (20+ sites) nationwide.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

- ▶ know the rules and regulations to participate in the program
- ▶ understand billing and standard discounts

● No history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications

To the best of Spectrum's knowledge, Spectrum has no history of suspension, debarment or frequent Selective Reviews/High Cost Reviews for E-Rate applications.

● Staff Industry Credentials: Certifications such as CCNA, HP AIS (or functional equivalent, summarized as the number of employees holding each type of certification)

Spectrum's staff has a minimum of CCNA certification

● Corporate Credentials: Applicable licenses, capabilities, and memberships such as General Contractor or Electrical licenses, bonding, BICSI membership

Spectrum's construction vendors have all applicable state licensing

² Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.



- For cabling projects in California, per the California Department of Education vendors (including contractors and subcontractors) will have to register with the Department of Industrial Relations for the purposes of labor compliance. This registration is required for any bid proposal submitted to a public agency on or after March 1, 2015

Spectrum understands.

1.4 Phased Implementation

Applicant may opt for a phased implementation strategy such that:

- Phase I: A smaller amount of service / work approximately equal to Applicant's share of cost percentage, starts July 1 (or earlier to extent allowed by program rules).
- Phase II: Balance of service / work, may not start until after favorable Funding Commitment Decision Letter [FCDL] and can be extended by a year (or two) while awaiting funding commitment.

Spectrum understands.

For *example*:

- Category 1 VoIP implementation starts on July 1 to make 2 of 20 users functional and remaining users are added after favorable FCDL
- Category 1 Internet implementation of the least bandwidth in the contract starts on July 1 and the target first year bandwidth is implemented after favorable FCDL
- Category 2 WiFi implementation starts on April 1 to make 2 of 20 planned wireless access points functional and remaining access points are installed after favorable FCDL.

If the Applicant selects a phased implementation strategy, vendor contract will need to include appropriate terms including the right to stop implementation if FCDL is unfavorable.

Spectrum understands.



2. TERMS AND CONDITIONS

2.1 Submission Deadline & Delivery Address

The deadline for submission of proposals is stipulated on the cover page of the SPECIFIC section of this solicitation, along with the submission address. ***Proposals should be valid through the close of the FY2019 application window and until all associated paperwork is completed. If your proposal takes exception to any requirements of this RFP, such exceptions must be clearly stated.***

Spectrum has taken exceptions as necessary throughout this proposal for the Customer's review.

The preferred format for narrative portions of proposals is a single file with consecutively numbered pages in MS Office or PDF format.

Spectrum understands and has complied.

Submission of the provided RFP Signature Page is required. Proposals should include the executed signature page, indicating the bidding organization's firm commitment to their proposal, including pricing and schedule. If additional contractual paperwork will be requested, please include as part of your proposal. It should be filled in, signed and ready-to-countersign, should your proposal be selected for award. ***The provided Signature Page should be fully completed and executed by an authorized representative of your firm and include the date signed.***

Spectrum understands and has complied.

If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **RFP Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor's contractual documentation.

Spectrum understands.

Submission of the Pricing Form is required. Proposals should include the completed **Pricing Form**, as the required format facilitates comparison of proposals. If additional information is needed to clarify pricing, please include as part of your proposal narrative. The **Pricing Form** is available as an attachment to the associated Form 470, or via link provided in Form 470 and RFP, and is included by reference.

Spectrum understands and has complied.

It is the sole responsibility of Vendors to ensure that responses arrive in a timely manner. The Applicant has the right but not the obligation to reject all late or incomplete submissions, as the Applicant determines to be in its own best interest, or to contact vendors to seek corrections (such as missing signature page or technical difficulties opening attachments). Should a correction be requested of vendor, the vendor will have a single opportunity to make the requested correction



within a specified deadline. *Only the specific item may be corrected*; a revised proposal with substantive changes is not acceptable.

Spectrum understands and has complied.

Applicant reserves the right but has no obligation to determine a short list for final negotiations and contract revisions after the submission deadline, or to accept the winning proposal as submitted on the deadline date and execute without further discussion. Applicant has the right to make zero, one or multiple, exclusive or non-exclusive awards pursuant to this RFP, with or without best and final offers or additional negotiations.

Spectrum understands.

Oral and telephone bids cannot be considered, nor can modifications of proposals by such communication be considered until written versions are provided. The completed proposal form must be without erasures or alterations unless each correction is initialed by both parties. Delivery of the proposals will be considered sufficient authorization from the Vendor to the Applicant to make a binding contract based on the scope, terms and conditions of the proposal, with this RFP and any amendments to it included intact or by reference.

Spectrum understands.

2.2 Costs Associated with Preparation of the Vendor's Response

The Applicant will not be liable for any cost incurred by the respondents in preparing responses to this RFP or negotiations associated with award of a contract.

Spectrum understands.

2.3 Subcontractors

All subcontractors working on Applicant's projects must meet the same standards and qualifications applicable to vendor's regular employees, including all applicable drug-free, bonding and insurance requirements.

Spectrum represents that in the event a subcontractor is utilized in the performance of this Agreement, Spectrum is solely responsible for all subcontractor work and obligations as outlined in the Agreement between the parties.

2.4 Interpretation, Additional Information, Corrections and Addenda

Any interpretation, correction, clarification or change of this RFP will be made by posting an Addendum or Amendment on the same system(s) as the original RFP. Interpretations, corrections or changes to the RFP made in any other manner, such as verbally during a *walk through*, will not be binding; Vendors should not rely upon such interpretations, corrections or changes unless so posted in writing. It is the sole responsibility of the Vendor to check for all posted Addenda and Amendments throughout the time from posting of the RFP through the deadline for submission of proposals. *Questions or requests for clarification of this RFP should be sent to the email address indicated on the cover page of the SPECIFIC section of the RFP, by the deadline indicated on the*



cover page of the SPECIFIC section of the RFP. Questions submitted after the question deadline will be ignored. Except where explicitly stated to the contrary, Vendors should not attempt to contact Applicant personnel by any method during the bidding period; such contacts can potentially taint fair and open competitive bidding, thereby disqualifying your firm. Answers to substantive questions submitted by email will be posted on the same system(s) as the original RFP and should be considered amendments or clarifications that are integral to this RFP.

Spectrum understands.

PLEASE NOTE: USAC’S E-Rate Productivity Center [EPC] portal is the definitive place to find the Applicant’s Form 470, RFP and any amendments to RFPs. It is the responsibility of the vendor to check EPC for all related documents.

Spectrum understands.

2.5 Omissions

Omissions in the proposal of any provision herein described shall not be construed as to relieve the Vendor of any responsibility or obligation for complete and satisfactory delivery, operation, and support of all proposed products and services; nor shall such omission cause Applicant to waive any of the terms and conditions stated herein.

The Spectrum Commercial Terms of Service, which are posted to the Spectrum website at <https://enterprise.spectrum.com/legal/commercial-terms-of-service.html> (or any successor url), including Attachments and Service Order (collectively, the “Service Agreement”), which are incorporated into the Spectrum response by reference and made a part thereof, shall govern the contractual relationship between the parties and the provision of the services under the Service Agreement.

2.6 Implementation, Acceptance, Financing and Payment

After written notification of contract award and before the start of work, the Vendor will later receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products and services pursuant to the contract(s) awarded as a result of this RFP. Vendors must not deliver products or start work before so advised in writing, and in no case prior to dates allowed by E-Rate program rules.³

Spectrum agrees to accept a purchase order in accordance with the terms and conditions of the final Agreement between the parties.

Applicant reserves the right to determine, on a case by case basis, whether or not implementation shall be contingent on receipt of a favorable Funding Commitment Decision Letter [FCDL] for approximately the amounts anticipated; and in the case of multi-year contracts, this right may be newly asserted for each successive year of the contract. In the event of funding at a lower level than anticipated, Applicant reserves the right to reduce the scope of work accordingly or to cancel the project entirely, at its sole discretion. Applicant also reserves the right to start service immediately upon contract award, with the understanding that services before dates allowed by E-Rate program rules would not be eligible for E-Rate discounts, to wait until dates allowed by E-



Rate program rules preceding the funding year or July 1 of the funding year, so as to ensure that all goods and services remain potentially eligible for E-Rate discounts, or to wait for FCDL, after July 1, for the strongest assurance of discounts.

Customer's Service Order will include the following E-rate Contingency:

E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries ("E-Rate") funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice ("SPI") or Billed Entity Applicant Reimbursement ("BEAR") discount method by May 15th prior to the applicable funding year. Customer must complete and return an "E-Rate Discount Election Form" to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum's receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer's request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer's obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer's requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

California Teleconnect Fund Contingency. If state funding for the California Teleconnect Fund ("CTF") is exhausted, or if Customer fails to qualify for CTF discounts, Customer will be back-billed for CTF discounts advanced by Spectrum. Furthermore, if Customer fails to receive E-rate discounts from the Universal Service Administrative Company ("USAC"), Customer will be back-billed for all such discounts advanced by Spectrum. Customer is required to comply with all federal E-rate and CTF rules. Spectrum reserves the right to suspend both CTF and E-rate discounts to Customer in the event that Customer (i) fails to abide by all federal E-rate and CTF rules, or (ii) withdraws its request for E-rate and/or CTF.



Applicant has the right to conduct acceptance procedures such as equipment testing or a *walk through* before payment. Applicant will strictly enforce contract quality provisions including applicable industry and/or manufacturer standards.

³ See USAC/SLD “**Advance Installation**” (<http://hurricanerelief.usac.org/sl/applicants/step05/installation.aspx>).

Vendor invoices should clearly show the following: Vendor’s SPIN, E-Rate funding year, E-Rate Funding Request Number, the full amount of the services, the discount amount of the services and the Applicant share. *Invoices must not be dated prior to E-Rate allowable dates of the relevant funding year, even if Applicant authorizes early implementation of non-recurring projects.* For telecommunications services within California, SLD’s “SPI” mode of invoicing is **required** for compliance with California Teleconnect Fund **stacking**. Otherwise, choice of SPI versus “BEAR” invoicing will be at Applicant’s discretion, consistent with E-Rate program rules. ***Vendor proposal submission implies willingness to comply with invoicing provisions.***

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC’s guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum’s new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum’s implementation timeline. Spectrum’s implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to The District to assist with the applicable paperwork.

To the extent compliant with E-Rate, local, and state procurement rules, Applicant reserves the right to adjust or to cancel this entire project or any portion thereof, in the event of significant changes in circumstances beyond Applicant’s control, such as reduced E-Rate funding, major state K-12 budget cuts or inability to obtain required permits. Applicant will notify Vendor promptly in case of scope changes or if project must be cancelled and will file Form 500 or other applicable forms to notify the SLD in the case where scope reduction or cancellation occurs after a favorable FCDL.

Customer’s Service Order will include the following E-rate Contingency:



E-RATE FUNDING CONTINGENCY

Customer may submit this Service Order and the Services Agreement to the Schools and Libraries Division of the Universal Service Administrative Company, (i.e., the entity appointed by the Federal Communications Commission to administer the Universal Service Program with respect to Schools and Libraries (“E-Rate”) funding) as part of any application seeking a federal subsidy or funding.

Customer is responsible for notifying Spectrum of its election of either the Service Provider Invoice (“SPI”) or Billed Entity Applicant Reimbursement (“BEAR”) discount method by May 15th prior to the applicable funding year. Customer must complete and return an “E-Rate Discount Election Form” to Spectrum prior to such date, or Customer will be deemed to have chosen the BEAR discount method for the funding year.

Upon Spectrum’s receipt of appropriate notice that Customer is an approved E-Rate program participant for a Service, Spectrum will invoice Customer for the Service in accordance with E-Rate guidelines and/or rules. If Spectrum invoices Customer for a Service pursuant to any E-Rate program rates, discounts or credits in advance of receiving such notice and Customer’s request for E-Rate program funding is denied, limited or reduced, Spectrum will invoice Customer and Customer will pay the difference between such invoiced amount(s) and the actual amount of the Service Charges, as described in this Service Order. Notwithstanding anything herein to the contrary, Customer’s obligations under this Service Order shall remain in full force and effect in the event Customer withdraws or is removed from the E-Rate program, receives E-Rate program funding that is less than Customer’s requested funding amount, or is denied E-Rate program funding for any Service described in this Service Order. For the avoidance of doubt, Customer is solely responsible for all Service Charges, as described in this Service Order, that were installed prior to the E-Rate program funding year start date.

In the event of significant delays, such as due to late FCDL, should the project eventually proceed, Vendor agrees to use best efforts as necessary to substitute equivalent or better parts or services at equivalent or better pricing, so as to enable compliant Service Substitutions where necessary (such as due to “product end of life” situations caused by the delay). Labor rates, where applicable, should not increase by more than is justifiable by an objective third-party measure of inflation such as the Consumer Price Index [CPI] during the period of delay.

Spectrum understands.

2.7 Warranties and/or Service Level Agreements

The Vendor shall fully warrant with the manufacturer’s warranty or better all items provided under this RFP against defects in material and workmanship. Warranty information should be on a per item basis on the RFP and detailed in the Bid Proposal. Warranty information and/or Service Level Agreement should be explicitly documented in the Vendor’s Proposal. The Vendor may also be expected to provide on-site service in addition to the manufacturer’s warranty, so please



describe this service in detail where available.⁴ Should any defects in workmanship or material, excepting ordinary wear and tear, appear during the warranty period, the manufacturer and his representative shall repair or replace such items promptly upon receipt of written notice from Applicant. If there is an associated Service Level Agreement [SLA], including but not limited to uptime guarantees, Vendor will promptly apply credits as specified by the SLA.

Spectrum's Disclaimer of Warranty; Limitation of Liability provisions are as follows:

DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.

a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH, OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND



SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

- b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES, OR SERVICES.

2.8 Price Quotations

Price quotations should include the furnishing of all materials, equipment, maintenance, shipping cost, delivery, installation, licenses, testing, documentation, taxes, surcharges, and the provision of all labor and services necessary or proper for the completion of the work, except as otherwise expressly stated in the RFP. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated Free On Board⁵ [FOB] the Applicant. Certain services may be eligible for E-Rate discounts as Basic Maintenance of Internal Connections.

⁵ "Free On Board" is the point at which a seller is no longer responsible for shipping cost.



address(es) specified. Applicable taxes should also be identified and estimated (see Appendix: Example Detail of Taxes).

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. Quoted prices exclude taxes, fees, and surcharges. Additional charges and fees may apply as set forth in Spectrum's Commercial Terms of Service.

Service providers are required to offer E-Rate Applicants their products/services at the lowest corresponding prices charged to other similarly situated customers throughout their geographic service area.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

"Budgetary" pricing is not acceptable. Provide a proposal with a quote that can be honored, or do not bid.

Spectrum understands.

In the case of Category 1 services, if applicable, it is expected that increasing bandwidth at a given site or adding additional sites would not arbitrarily extend the term of the contract and might result in improved volume pricing. In the case of Category 2 services, if applicable, contracts should allow for extension of implementation schedule for up to twenty-four (24) months in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

Charter's proposal is for Internet (Fiber Based Internet Service).

2.9 Clarification of Responses

The Applicant may at its discretion and at no fee to the Applicant, invite any Vendor to appear for questioning (live or via telepresence) during response evaluation for the purpose of clarifying statements in the response or negotiating terms.

Spectrum understands.

2.10 Right to Reject; Unit Pricing

The Applicant reserves the right to accept or reject all proposals when the rejection is in the best interest of the Applicant, such as when no proposal is deemed to be cost-effective or when circumstances have changed significantly since posting of this solicitation. The Applicant further reserves the right to accept an "authorization to order" [ATO] form of contract but then never order any items against that contract.



Applicant reserves the right to award for some, all, or none of the products and services sought herein; if your bid does not allow for selection of a subset of line items or minor variations in the quantities required, please clearly indicate these limitations. If unit pricing varies as a function of volume purchased, please clearly indicate pricing tiers in your proposal.

This proposal may assume a certain minimum level of acceptance of our bid. Therefore, in the event only a portion of Spectrum's proposal is accepted, our offer may be affected, and thus, Spectrum requests to review any such partial acceptance before final acceptance.

2.11 Acquisition Policies and Other Applicable Regulations

Applicable regulations impose a number of duties and responsibilities on recipients of E-Rate funds and their Vendors.

Applicant obeys applicable local, state(s), and federal competitive bidding and contractual regulations including those of the Schools and Libraries Division of USAC, the Applicant's State(s) and Applicant's State(s) Department of Education regulations. Additional Applicant procurement information may be found in Section E, OTHER SPECIFICS of the **SPECIFIC INFORMATION, TERMS AND CONDITIONS**, or the following *non-exhaustive* EXAMPLES:

∞ California's Public Contract and Education Codes
<http://www.leginfo.ca.gov/calaw.html>

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- State of Washington K-12 Laws and Regs (<http://www.k12.wa.us/RulesRegs.aspx>)
- Applicant's local Archdiocese
- City Purchasing Division
- Arizona School District Procurement Rules (Arizona Administrative Code, R7-2-1001 through R7-2-1195 available at:
https://azsbe.az.gov/sites/default/files/media/For%20Website%20R-7-2-Art10%2BArt11%20Procurement%20Effective%207-1-14_0.pdf)
- <http://spo.hawaii.gov/references/hrs/>
- <http://dhhl.hawaii.gov/>
- <http://dhhl.hawaii.gov/procurement/2014-2/ifb-14-hhl-001/>
- <http://www.chartercommission.hawaii.gov>

Not all of the above are necessarily applicable, and additional regulations may also apply. Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Applicant intends to comply and expects Vendors to comply with all applicable local, state (including both public procurement and education codes, as applicable) and federal policies or regulations governing procurement and contracting, including the rules, regulations and guidelines of the FCC, Universal Services Administrative Company [USAC] and its Schools and Libraries Division [SLD]. ***It is the express intent of this solicitation that competitive bidding be fair and***



open, in full compliance with all applicable guidelines, and that resulting contract awards comply with all applicable rules and regulations.

Without limitation, Vendors *may* be obligated to comply with additional regulations, such as:

- Telecommunications Act of 1998 and subsequent FCC Reports and Orders governing the Universal Service program (including but not limited to document retention and invoicing procedures)
- Local construction codes, in the case of cabling projects⁶
- The Drug-Free Workplace Act, 42 U.S.C. § 702 and implementing regulations published at 15 CFR Part 29
- Lobbying restrictions
- Federal Equal Employment Opportunity and Non-Discrimination rules
- The Copeland “Anti-Kickback” Act, 18 U.S.C. 874 and 40 U.S.C. 276c

Not all of the above are necessarily applicable, and additional codes or regulations may also apply. *It is the responsibility of the Vendor to determine which codes and regulations are applicable to the services that it provides and to comply with all such regulations.* Please refer to <http://www.usac.org/sl/> for additional information about E-Rate rules.

Spectrum agrees to comply with all federal, state and local laws as applicable, including the rules, regulations and guidelines of the FCC, USAC and SLD.

⁶ Per CDE, as of 3/1/2015, cabling (public works) vendors will have to register with the Department of Industrial Relations [DIR] for the purposes of labor compliance. Lookup: <https://efiling.dir.ca.gov/PWCR/Search.action>.

2.12 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,⁷ annual contracts, multi-year contracts and contracts with voluntary renewals, including contracts with well-defined provisions to adjust pricing for inflation as part of the annual renewal process. Preferred contract terms per service may be noted in section **B. PRODUCTS AND SERVICES SOUGHT** of the **SPECIFIC** section of this RFP. Where appropriate, such as for multiyear Internet contracts, Applicant’s preference is for an “Authorization to Order” type of contract, with pricing per service level, enabling Applicant to place orders from time to time pursuant to the contract. For Internet services, contract terms should include tiered pricing for bandwidth upgrades for the term of the contract. Pricing proposals that take into account cumulative volume over the life of the contract are helpful. Contracts with relatively onerous termination fees are apt to be scored lower, other things being equal; contracts allowing for voluntary renewals will be considered more advantageous.

All documents associated with this solicitation and all addenda issued pursuant to this solicitation shall be incorporated either in their entirety or by reference into the final contract. This solicitation and any resulting contract(s) are intended to be fully compliant with all applicable state and local laws and purchasing regulations, as well as with the rules of the E-Rate program. If any aspect of this solicitation or any resulting contract fails to comply in any manner with all applicable



rules and regulations, it shall be amended to comply, if possible, or, if not possible, shall be considered null and void.

Spectrum has included its standard Service Agreement within this proposal. All agreed terms and conditions in this RFP shall be incorporated in the final Agreement between the parties.

Contract provisions must include the following:

- The parties shall have the right to mutually agree to amend the original contract within the constraints of Applicant's local procurement rules, Applicant's State's procurement regulations, and the E-Rate program rules
- Applicant right to:
 - (a) Not proceed with contracted products/services unless approved by Applicant Board, if required, or authorized official of Applicant, if Board approval is not required
 - (b) Not proceed with contracted products/services unless E-Rate funding is approved
 - (c) Not proceed with contracted products/services if E-Rate funding is lower than requested
 - (d) Optionally proceed with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest
 - (e) Optionally proceed with 'same functionality' products as needed (service substitution).

Unless otherwise specified, Applicant prefers contract terms:

- Starting on July 1 and ending on June 30 of each funding year for recurring services
- Starting on July 1 (or earlier to extent allowed by program rules) and ending on September 30 of each funding year for Internal Connections
- That include voluntary extensions, renewable at discretion of Applicant
- That allow extension of contract expiration date as needed for Applicant convenience
- That allow extension of contract on a month-to-month basis after Initial and any Renewal Terms expire for recurring services.

Spectrum shall endeavor to meet the July 1, turn-up date for Universal Service Administrative Company (USAC) funding. However, due to time constraints which are required for construction, designs, permits, and various other factors, Spectrum may not be able to meet the USAC funding date. Therefore, Spectrum encourages new customers to file for funding at the earliest availability within USAC's guidelines and obtain a Funding Commitment Decision Letter, to allow Spectrum as much time as possible to meet the July 1, turn-up date. Additionally, it may be in the best interest of Spectrum's new customers to file through USAC for temporary funding for their current provider for a period sufficient to cover Spectrum's implementation timeline. Spectrum's implementation goal is 90 to 120 days, however, upon award, a more accurate estimate will be provided once a project team has been assigned.



Spectrum's Order Term provision is as follows:

ORDER TERM. The "Initial Order Term" is the time period starting on the date the Services are functional in all material respects and available for use (the "Billing Start Date"), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a "Renewal Order Term", collectively with the Initial Order Term, the "Order Term"), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.

In general, Applicant prefers "discount" invoicing method and Service Provider Invoicing [SPI].

Spectrum will provide discounts via the Service Provider Invoice (SPI) Form 474 as long as the customer has been funded through the E-rate program, in which case discounts will be applied to the billing account via credit adjustments. The District may also choose to file a form 472, the Billed Entity Applicant Reimbursement (BEAR) Form. Spectrum will only invoice Universal Service Administration Company (USAC) via SPI Form 474 once funding has been committed and the applicant has filed the form 486 and Receipt of Service Confirmation Form with USAC.

Upon award, Spectrum will make recommendations to The District to assist with the applicable paperwork.

Vendors may bid on the entire RFP or on any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B of the SPECIFIC section of this RFP in partnership with other vendor(s). However, a complete solution to any numbered group of **PRODUCTS AND SERVICES SOUGHT** in section B above is required. For example, if *B.1 WAPs and Switches* solicits for wireless access points and switches, Vendor A bidding on wireless access points may partner with Vendor B bidding on switches, provided that together Vendor A and Vendor B propose a complete solution for *B.1 WAPs and Switches*; separately, both Vendor A's and Vendor B's bids will be disqualified. Applicant may have a scoring preference for a single vendor providing a turnkey solution; please refer to proposal evaluation criteria specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B of the SPECIFIC section of this RFP, Applicant requires bids on the entire group, to facilitate "apples to apples" comparison of proposals.**

Spectrum is bidding Internet Access Service only.

Internal Connections contract periods should expire on September 30, consistent with the E-Rate service delivery deadline for non-recurring services, and allow for delivery extensions as needed consistent with E-Rate program rules.

Spectrum is bidding Internet Access Service only.



2.13 Shipping/Delivery

Where applicable, proposals should itemize costs for mileage charges, equipment rental charges, taxes and shipping. Shipping costs should be estimated FOB the physical address where products or services will be delivered. Documenting the rationale for any mileage-related charges (such as distance from Vendor's nearest Central Office [CO]) is helpful in case the service locations might change during the funding year.

Spectrum understands.

2.14 Vendor Qualifications

Due to technical complexity, application risk and potential liability, and to protect the Applicant's and the SLD's shared investment in infrastructure and services, Applicant expects the following industry standard certifications or evidence of equivalent qualifications ***as appropriate to the products and services offered***. Failure to meet the following *required vendor qualifications* will justify disqualifying a proposal without further scoring:

- Vendor must retain the services of an E-Rate consultant or have a designated employee familiar with E-Rate program rules, forms and processes, who will conduct periodic reviews of the vendor's processes and forms and assist the Applicant with Beneficiary Audits and ensuring the vendor is in full compliance with SLD/USAC and FCC requirements

Spectrum serves over fifteen hundred schools and libraries across the United States of similar size and complexity as well as larger and more complex sites than District's. Spectrum has installed fiber networks for hundreds of educational institutions in areas we serve, from small (2 -6 sites) to large systems (20+ sites) nationwide.

Spectrum has worked with thousands of E-rate accounts since 1998. Our experience working with schools and libraries across the nation can help you understand the E-rate program and how to get the most out of it for your organization. We will provide you with E-rate Specialists who:

- ▶ know the rules and regulations to participate in the program
 - ▶ understand billing and standard discounts
- Vendor must have received or document that they are in the process of obtaining a valid SLD Service Provider Identification Number [SPIN]

Charter Communications Operating, LLC SPIN is 143050436.

- Vendor organization and its key personnel must not have been suspended or debarred from participation the E-Rate program

Spectrum understands.



- Vendor must have received or document that they are in the process of obtaining a valid FCC Registration Number

Charter Communications Operating, LLC FRN is 0002526580.

- Vendors proposing telecommunications services must be eligible telecommunications providers (“common carriers” filing Form 499) as defined by SLD or must show that an *exception* applies to their offering

Spectrum files the 499 form quarterly and annually for all of our SPINs except Charter Communications Operating, LLC.

- Vendor should have a history of maintaining up-to-date Service Provider Annual Certification [SPAC] filings as required by the SLD

Please see SPAC provided herein.

- Vendor should be a manufacturer-authorized provider or maintainer of any proposed equipment. (For example, if Cisco or equivalent functionality equipment is being recommended, provider should document appropriate Cisco or equivalent certifications and/or partner status.)

Spectrum is bidding on service only.

- Vendor must maintain a Drug Free Workplace

Spectrum understands.

- All technicians/installers working at Applicant location must be bonded, or Vendor must carry appropriate amounts and types of insurance. In any event, Applicant shall be held harmless for any claims occurring during performance of this work During proposal evaluation, depending on the specific products and services sought and the scoring factors, Applicant may also take into consideration one or more of the following evidences of *preferred vendor qualifications* and personnel certifications. Qualifications listed below are *illustrative* of appropriate qualifications for common E-Rate K-12 technology projects; this list is not intended to be comprehensive, nor are all qualifications listed applicable to all projects:

Spectrum understands and will comply.

- Proposal should provide evidence, if available, of experience successfully implementing comparably sized, approved E-Rate projects (preferred) or comparable K-12 projects if E-Rate experience is not available.

Please see Spectrum’s references as stated within this proposal.



- Proposal should provide evidence of successful performance in the installation and configuration of the proposed brands of switches, routers, caching solutions, and similar equipment within the K-12 marketplace during the last 3-5 years.

Spectrum understands.

- Project staffing should include RCDD / Low Voltage or equivalent certificated engineer(s) for data cabling projects.

Spectrum understands and has complied.

- Project staffing should include manufacturer-qualified engineers to field supervise all infrastructure installation work. (For example, Vendors of Cisco or equivalent functionality equipment should provide a Cisco CCNP/CCNA/CCIE or comparably certified engineer. Cabling offerings should provide an RCDD to field supervise any installation work on this project.)

Spectrum understands and has complied.

- Proposal should provide a list of references including from 3 to 10 existing K-12 E-Rate customers and the nature of the products or services delivered, with contact information.

Please see list of references provided herein.

2.15 Variations, Exceptions and Waivers of Qualifications

All variations from any of the above qualifications or other specifications of this RFP should be clearly noted and explained in the proposal. Nontrivial variations from the *required vendor qualifications* listed above can result in bid disqualification. When not disqualifying, shortcomings in *preferred vendor qualifications* could affect scoring on secondary factors. Applicant shall have the right but not the obligation to consider reasonable requests for minor waivers from these requirements, if Applicant in its sole discretion determines this to be in its own best interest. For example, a requirement might be waived where a certification is pending and no other fully compliant bid has been received by the deadline.

Spectrum has taken exceptions as necessary throughout this proposal for the Customer's review and consideration.

2.16 Disclaimer Regarding Brand Names -- Equivalent Functionality

In various parts of this RFP, including any attachments and amendments, references may have been made to particular brands of products and services, typically in the context of providing information about the Applicant's existing infrastructure. The Applicant strongly believes in open and fair competitive bidding, compliant with E-Rate rules as well as applicable state and local rules. There is neither any brand preference nor any intent to imply a bias toward any particular brand. Such references are purely intended to help convey functional or configuration information about the products and services in use. For each such reference, the phrase "compatible with" or



the phrase "or equivalent functionality," if not explicitly stated, is hereby included by reference, as appropriate to the context. Applicant seeks the most cost-effective solutions consistent with the RFP requirements and E-Rate program rules.

Spectrum understands.

2.17 Vendor Conference call

If a Vendor Conference Call will be held, details will be specified in accompanying documents.

2.18 Vendor Walk Through

If a Vendor Walk Through will be held, details will be specified in accompanying documents.

2.19 Additional Requirements

2.19.1. INSURANCE

For on-site projects, the Vendor further agrees to obtain and maintain in full force and effect a policy of public liability insurance (both bodily injury and property damage coverage), during the term of this contract and for 60 days following, naming the Applicant and its officials and employees as additional insureds on such policy and providing single limits coverage (for bodily injury and property damage) of at least \$1,000,000 for such additional insureds under the policy. Such insurance shall afford coverage for any occurrence arising out of or connected in any way with the work performed or to be performed pursuant to this contract. It is further agreed that the Vendor will pay the Applicant the costs, expenses, and attorneys' fees incidental to the enforcement of this provision of this contract.

Vendor shall maintain, at all times during the term of the Agreement, Workman's Compensation Insurance, including Occupational Diseases, with Statutory Limits as provided by the laws of the State where work is done and Employer's Liability Insurance not less than Five Hundred Thousand Dollars (\$500,000) per occurrence for all of its employees. Vendor shall be solely responsible for accounting for, reporting and paying all costs in connection therewith.

Certified copies of policies evidencing such insurance coverage and all certificates in connection with this Agreement shall be furnished to Applicant prior to the start of work.

Please see the attached Certificate of insurance contained herein.

2.19.2. COMPLIANCE WITH LAWS

Vendor shall at all times throughout the term of this Agreement and any extensions thereof, observe and comply with, and ensure that all services, vehicles, labor, material and personnel comply with each and every law, rule, regulation, and statute of the federal government, State government, and each local municipality in which the contract will be performed. The following laws must be complied with, but are identified for reference only, and in no way is this list all-inclusive:



- a) The State Human Rights Act
- b) Equal Opportunity Act
- c) The Prevailing Wage Act
- d) The Fair Labor Standards Act
- e) The State School Code
- f) The State Motor Vehicle Code
- g) The State Use Tax Act
- h) The Occupational Safety and Health Act and the standards and regulations issued thereunder
- i) The Public Construction Bond Act
- j) The Consumer Product Safety Act

Spectrum agrees to comply with all federal, state, and local laws as applicable.

Vendor, in performing this Agreement, shall not discriminate against any worker, employee, or applicant, or any member of the public because of race, creed, color, age, sex or national origin, or any additional reason prohibited by law, or otherwise commit any unfair employment practices.

Spectrum understands.

2.19.3 REPRESENTATIONS OF VENDOR

Vendor has represented with the submission of its bid, and hereby again represents to the Applicant, that the following facts and circumstances are true:

- a) Vendor has the necessary equipment and personnel or has documented financial ability and means to acquire the same sufficient to adequately and properly perform this Agreement in accordance with the Request for Proposals and applicable laws.

Spectrum represents that the above statement is accurate.

- b) Vendor represents and covenants that no official, employee or agent of Applicant (1) has been employed or retained to solicit or aid in the procuring of this Agreement; and (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to Applicant.

Spectrum represents that the above statement is accurate.

- c) Vendor certifies that the Vendor is not barred from bidding for or entering into a contract with the State of Applicant's facility(ies) and that the Vendor acknowledges that the school board may declare the contract void if the certification completed pursuant to this subsection is false. Vendor certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Applicant's facility(ies) or any other governmental or elected official, nor has Vendor made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of Vendor been so convicted nor made such an admission.

Spectrum represents that the above statement is accurate.



d) Vendor certifies that all of its employees/subcontractors who will be present on school premises when students are present have successfully passed, pursuant to local school code, a criminal background and investigation check, and have tested negative for TB within the past three years.

Spectrum performs criminal background checks for each new employee that performs work at customer sites. Spectrum confirms that none of the Spectrum employees that will perform work for Customer was found to be a registered sex offender at the time of hire.

e) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.

Spectrum complies with all applicable USAC rules and regulations, and will invoice the District for the Services in accordance with E-rate guidelines. Spectrum complies with all LCP rules and applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement.

f) Vendor acknowledges and understands that Applicant has relied upon Vendor's representations and materials submitted with and after the Bid in entering into a Contract with Vendor.

Spectrum understands.

2.19.4. SALES TAX EXEMPTION

If the Applicant is a local government entity and sales to the Applicant are exempt from Tax, Vendor will complete the paperwork required to enable the project to receive these tax exemptions.

Please review Charter's standard Tax Policy:

Taxes, Surcharges, and Fees. Customer shall pay any sales, use, property, excise, or other taxes, franchise fees, and governmental charges (excluding income taxes) arising under this Agreement, in addition to any surcharges that may be imposed as may be permitted under and consistent with applicable law. A copy of Customer's tax exemption document, if applicable, must be provided to Charter to certify tax-exempt status. Tax-exempt status shall not relieve Customer of its obligation to pay any applicable franchise fees. Charter reserves the right from time-to-time to change the surcharges for Services under this Agreement to reflect the charge or payment obligations imposed on Charter which Charter is permitted or required under applicable law to pass through to Customer (e.g., Universal Service Fund ("USF") charges, franchise fees, etc.).



2.19.5 ITEM 21 ATTACHMENT

If selected for award, Vendor will promptly provide the completed Item 21 Attachment in *SLD standard template format* ready for upload to the Form 471 application, with: proper SPIN; properly categorized description of products/services; quantities; itemized taxes, fees, surcharges, shipping; ineligible costs clearly isolated. Obtain Item 21 Attachment template from SLD website, once Form 471 is available. Item 21 details must match the proposal to the penny; any discrepancy will be resolved in the favor of the Applicant.

Spectrum understands.

Appendix: Example Detail of Taxes⁸

The Applicant seeks the **total** cost. Where applicable, please provide details of relevant taxes, fees and surcharges, clearly noting E-Rate eligibility of each. The following California-specific taxes et cetera provides an example of the detail expected in the Vendor proposal.

The eligible California phone service taxes and fees include (see <http://www.cpuc.ca.gov/PUC/Telco/Consumer+Information/surcharges.htm>):

- CA Public Utility Commission Fee
- CA High Cost Fund B
- CA Advanced Service Fund Fee
- CA Relay Service and Communications Fund Fee aka DDTP
- California Teleconnect Fund Surcharge
- Universal Lifeline Telephone Surcharge
- Emergency Telephone Users Surcharge Tax

In addition, some cities levy:

- *Communications Services Tax*

For wireless phone service in California, some vendors supply the following information:

- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T Surcharges

In addition, some vendors collect the following state-mandated fees. These are small, fixed charges, which are not directly convertible into constant percentages:

- Carrier Line Charge
- Universal Connectivity Charge
- State Regulatory Fee

⁸ This is an example; vendors should provide similar details for Applicant local and state areas.

Please review Spectrum's Service Proposal herein for pricing, Order Term, and bandwidth information. The quoted MRC and NRC exclude taxes, fees, and surcharges. Additional Service Charges will be invoiced as set forth in Spectrum's Commercial Terms of Service. For information regarding possible taxes, fees and surcharges, information can be found here: <https://www.spectrum.net/support/manage-account/understanding-your-bill-taxes-and-fees>

CERTIFICATE OF LIABILITY INSURANCE

12/28/2018

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

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

PRODUCER Marsh USA, INC. 701 Market Street, Suite 1100 St. Louis, MO 63101		CONTACT NAME: Charter Risk Management PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: certificaterquests@charter.com	
		INSURER(S) AFFORDING COVERAGE	
		COMPANY A: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
		COMPANY B: New Hampshire Insurance Company	23841
		COMPANY C: Commerce and Industry Insurance Company	19410
		COMPANY D: Ace Property & Casualty Insurance Company	20699
		COMPANY E: AIU Insurance Company	19399
		COMPANY F: American Home Assurance Company	19380
INSURED Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901			

COVERAGES **CERTIFICATE NUMBER:** 292764 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL 3629906	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A A A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CA 1921838 (AOS) CA 1921839 (MA) CA 1921840 (VA)	1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G28119616 004	1/1/2019	1/1/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	See second page for specific policy information.	1/1/2019 1/1/2019 1/1/2019 1/1/2019 1/1/2019	1/1/2020 1/1/2020 1/1/2020 1/1/2020 1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 5,000,000 E.L. DISEASE - EA EMPLOYEE \$ 5,000,000 E.L. DISEASE - POLICY LIMIT \$ 5,000,000
B	Excess WC OH (\$5M Retention)			XWC 45955666 (QSI OH)	1/1/2019	1/1/2020	Employers Liability \$ 5,000,000

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

Please see page 2 for additional insureds and any additional language.

CERTIFICATE HOLDER		CANCELLATION	
City of New York NYPD-CAU Attn: Anish Maniyanodil 90 Church Street, 12th Floor Suite 1206 New York, NY 10007		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE Joseph M. Lee <i>Joseph M. Lee</i>	

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LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page _____ of _____

AGENCY One Federal Street Boston, MA 02110 USA	NAMED INSURED Charter Communications, Inc. 400 Atlantic Street Stamford, CT 06901
EFFECTIVE DATE: 01/01/2019	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Certificate Reference: 292764

City of New York, , its officials and employees are added as Additional Insured to the Commercial General Liability policy but only with respects to the requirements of the written contract or agreement with the Named Insured. Additional Insured status becomes effective once the written contract or agreement is fully executed.

This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

WORKERS COMPENSATION POLICY INFORMATION

Insurer	Policy Number	Effective Date	Expiration Date
E	WC 12716987 (NY)	1/1/2019	1/1/2020
B	WC 14122396 (MA, ND, WA, WI, WY)	1/1/2019	1/1/2020
B	WC 14122397 (AZ, IL, KY, NC, NH, NJ, PA, UT, VA, VT)	1/1/2019	1/1/2020
F	WC 14122398 (CA)	1/1/2019	1/1/2020
B	WC 14122399 (AOS)	1/1/2019	1/1/2020
G	WC 14122400 (FL)	1/1/2019	1/1/2020

Insurer G: Illinois National Insurance Company

Charter Communications, Inc. branded Spectrum, Spectrum Business and Spectrum Enterprise and their

- Subsidiaries, associated, affiliated and inter-related companies;
- Controlled or majority (more than 50%) owned partnerships, limited liability companies;
- Interest only in (or its subsidiaries' interest in) any other partnerships or joint ventures or limited liability companies;
- Interest in (or its subsidiaries' interest in) any company or organization coming under its active management or control;
- Any entity or party required to be insured under any contract or agreement which may now exist, may have previously existed, or may hereafter be created or acquired.

Bresnan Broadband Holdings, LLC, Bresnan Broadband of Colorado, LLC, Bresnan Broadband of Montana, LLC, Bresnan Broadband of Utah, LLC, Bresnan Broadband of Wyoming, LLC, Bresnan Communications, LLC, Bresnan Digital Services, LLC, Bresnan Microwave of Montana, LLC, Bright House Networks Information Services (Alabama), LLC, Bright House Networks Information Services (California), LLC, Bright House Networks Information Services (Florida), LLC, Bright House Networks Information Services (Indiana), LLC, Bright House Networks Information Services (Michigan), LLC, Bright House Networks, LLC, Cable Equities Colorado, LLC, CC Systems, LLC, CC VIII Fiberlink, LLC, CC VIII Operating, LLC, CCO SoCal I, LLC, CCO SoCal II, LLC, Charter Advanced Services (AL), LLC, Charter Advanced Services (CA), LLC, Charter Advanced Services (CO), LLC, Charter Advanced Services (CT), LLC, Charter Advanced Services (GA), LLC, Charter Advanced Services (IL), LLC, Charter Advanced Services (LA), LLC, Charter Advanced Services (MA), LLC, Charter Advanced Services (MD), LLC, Charter Advanced Services (MI), LLC, Charter Advanced Services (MN), LLC, Charter Advanced Services (MO), LLC, Charter Advanced Services (MS), LLC, Charter Advanced Services (MT), LLC, Charter Advanced Services (NC), LLC, Charter Advanced Services (NE), LLC, Charter Advanced Services (NH), LLC, Charter Advanced Services (NV), LLC, Charter Advanced Services (NY), LLC, Charter Advanced Services (OR), LLC, Charter Advanced Services (SC), LLC, Charter Advanced Services (TN), LLC, Charter Advanced Services (TX), LLC, Charter Advanced Services (UT), LLC, Charter Advanced Services (VA), LLC, Charter Advanced Services (VT), LLC, Charter Advanced Services (WA), LLC, Charter Advanced Services (WI), LLC, Charter Advanced Services (WY), LLC, Charter Advanced Services VIII (MI), LLC, Charter Advanced Services VIII (MN), LLC, Charter Advanced Services VIII (WI), LLC, Charter Cable Partners, LLC, Charter Communications Entertainment I, LLC, Charter Communications Entertainment II, LLC, Charter Communications Entertainment VII, LLC, Charter Communications Operating, LLC, Charter Communications Properties LLC, Charter Communications VI, L.L.C., Charter Communications, LLC, Charter Fiberlink - Alabama, LLC, Charter Fiberlink - Georgia, LLC, Charter Fiberlink - Illinois, LLC, Charter Fiberlink - Maryland II, LLC, Charter Fiberlink - Michigan, LLC, Charter Fiberlink - Missouri, LLC, Charter Fiberlink - Nebraska, LLC, Charter Fiberlink - Pennsylvania, LLC, Charter Fiberlink - Tennessee, LLC, Charter Fiberlink AR-CCVII, LLC, Charter Fiberlink CA-CCO, LLC, Charter Fiberlink CC VIII, LLC, Charter Fiberlink CO, LLC, Charter Fiberlink CT-CCO, LLC, Charter Fiberlink LA-CCO, LLC, Charter Fiberlink MA-CCO, LLC, Charter Fiberlink MS-CCVI, LLC, Charter Fiberlink NC-CCO, LLC, Charter Fiberlink NH-CCO, LLC, Charter Fiberlink NV-CCVII, LLC, Charter Fiberlink NY-CCO, LLC, Charter Fiberlink OH-CCO, LLC, Charter Fiberlink OR-CCVII, LLC, Charter Fiberlink SC-CCO, LLC, Charter Fiberlink TX-CCO, LLC, Charter Fiberlink VA-CCO, LLC, Charter Fiberlink VT-CCO, LLC, Charter Fiberlink WA-CCVII, LLC, Charter Video Electronics, LLC, DukeNet Communications, LLC, Falcon Cable Media, a California Limited Partnership, Falcon Cable Systems Company II, L.P., Falcon Cablevision, a California Limited Partnership, Falcon Community Cable, L.P., Falcon Community Ventures I Limited Partnership, Falcon First Cable of the Southeast, LLC, Falcon Telecable, a California Limited Partnership, Falcon Video Communications, L.P., Hometown T.V., LLC, HPI Acquisition Co. LLC, Insight Communications Midwest, LLC, Insight Communications of Central Ohio, LLC, Insight Kentucky Partners II, L.P., Interlink Communications Partners, LLC, Long Beach LLC, Marcus Cable Associates, L.L.C., Marcus Cable of Alabama, L.L.C., Midwest Cable Communications, LLC, Navisite LLC, Oceanic Time Warner Cable LLC, Renaissance Media LLC, Rifkin Acquisition Partners, LLC, Robin Media Group, LLC, Scottsboro TV Cable, LLC, Spectrum Gulf Coast, LLC, Spectrum Mid-America, LLC, Spectrum Pacific West, LLC, Spectrum Security, LLC, Spectrum Southeast, LLC, The Helicon Group, L.P., Time Warner Cable Enterprises LLC, Time Warner Cable Information Services (Alabama), LLC, Time Warner Cable Information Services (Arizona), LLC, Time Warner Cable Information Services (California), LLC, Time Warner Cable Information Services (Colorado), LLC, Time Warner Cable Information Services (Hawaii), LLC, Time Warner Cable Information Services (Idaho), LLC, Time Warner Cable Information Services (Illinois), LLC, Time Warner Cable Information Services (Indiana), LLC, Time Warner Cable Information Services (Kansas), LLC, Time Warner Cable Information Services (Kentucky), LLC, Time Warner Cable Information Services (Maine), LLC, Time Warner Cable Information Services (Massachusetts), LLC, Time Warner Cable Information Services (Michigan), LLC, Time Warner Cable Information Services (Missouri), LLC, Time Warner Cable Information Services (Nebraska), LLC, Time Warner Cable Information Services (New Hampshire), LLC, Time Warner Cable Information Services (New Jersey), LLC, Time Warner Cable Information Services (New Mexico), LLC, Time Warner Cable Information Services (New York), LLC, Time Warner Cable Information Services (North Carolina), LLC, Time Warner Cable Information Services (Ohio), LLC, Time Warner Cable Information Services (Pennsylvania), LLC, Time Warner Cable Information Services (South Carolina), LLC, Time Warner Cable Information Services (Tennessee), LLC, Time Warner Cable Information Services (Texas), LLC, Time Warner Cable Information Services (Virginia), LLC, Time Warner Cable Information Services (Washington), LLC, Time Warner Cable Information Services (West Virginia), LLC, Time Warner Cable Information Services (Wisconsin), LLC, Time Warner Cable Internet LLC, Time Warner Cable Media LLC, Time Warner Cable New York City LLC, Time Warner Cable Northeast LLC, Time Warner Cable Sports LLC, TWC Administration LLC, TWC Digital Phone LLC, TWC Digital Phone LLC, TWC News and Local Programming LLC, TWC Regional Sports Network I LLC

...and any corporation or other business organization other than a joint venture in which the Named Insured shown in the declarations has or acquires during the policy period an ownership of more than 50% and which is domiciled within the United States of America, its territories or possessions, Puerto Rico or Canada.

POLICY NUMBER: GL 362-99-06

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU YOU HAVE ENTERED INTO.	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that

which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

This endorsement, effective 12:01 A.M. 1/1/2019, forms a part of Policy No. 3629906 issued to
Charter Communications, Inc. by Commerce & Industry Insurance Company

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4, Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and non-contributory insurance.

Spectrum Enterprise Ethernet Service Level Agreement

This document outlines the Service Level Agreement (“SLA”) for Ethernet fiber-based service (the “Service”).

This SLA is a part of, and hereby incorporated by reference into the Spectrum Enterprise Service Agreement (including the terms and conditions, attachments, and Service Orders described therein, the “Agreement”). To the extent any provision of this SLA conflicts with the Agreement, this SLA shall control. All SLA Targets in the table below are measured end to end (i.e. from any two applicable Customer’s edge or network interface devices at the Service Location) at the individual circuit or service level, and any applicable credits are issued for the affected circuit or service (the “Affected Service”). Capitalized words used, but not defined herein, shall have the meanings given to them in the Agreement.

I. SLA Targets for Ethernet Services:

Spectrum Enterprise Ethernet Services SLAs				
Performance Tier	On-Net			Off-Net
	Metro	Regional	National	
Miles	0 - 155	156 - 746	> 746	N/A
Kilometers	0 - 250	251 - 1200	> 1200	N/A
Latency	< 10ms	< 25ms	< 125ms	< 125ms
Jitter	< 2ms	< 4ms	< 8ms	< 8ms
Frame Loss	< 0.01%	< 0.01%	< 0.01%	< 0.01%
Availability	> 99.99%	> 99.99%	> 99.99%	> 99.99%
MTTR	4 hrs.	4 hrs.	4 hrs.	4 hrs.

“On-Net” includes circuits that are provided by Spectrum Enterprise to Service Locations directly from the Spectrum Network. .

“Off-Net” includes circuits that are provided to geographic locations that may be outside or inside Spectrum Enterprise service areas and are provided by third party service providers and not from the Spectrum Network.

II. Priority Classification:

A “Service Disruption” is defined as an outage, disruption, or severe degradation, other than an Excluded Disruption, that interferes with the ability of a Spectrum Enterprise network hub to transmit and receive network traffic between Customer’s A and Z Service Locations. The Service Disruption period begins when Customer reports a Service Disruption using Spectrum Enterprise’s trouble ticketing system by contacting Customer Care, Spectrum Enterprise acknowledges receipt of such trouble ticket, Spectrum Enterprise validates that the Service is affected , and Customer releases the Service for testing. The Service Disruption ends when the affected Service has been restored.

“Service Degradation” means a degradation of the Service that is not a Service Disruption or a result of an Excluded Disruption, such as failure of the Service to achieve the SLA Targets for Latency / Frame Delay, Jitter / Frame Delay Variation, or Packet / Frame.

“Excluded Disruptions” means (i) planned outages, (ii) routine or urgent maintenance, (iii) time when Spectrum Enterprise is unable to gain access to Customer’s premises to troubleshoot, repair or replace equipment or the Service, (iv) service problems resulting from acts of omissions of Customer or Customer’s representatives or agents, (v) Customer equipment failures, (vi) Customer is not prepared to release the Service for testing, and (vii) Force Majeure Events.

Spectrum Enterprise will classify Service problems as follows:

Priority	Criteria
Priority 1	<ul style="list-style-type: none"> Service Disruption resulting in a total loss of Service; or Service Degradation to the point where Customer is unable to use the Service and is prepared to release it for immediate testing (each a "Priority 1 Outage").
Priority 2	<ul style="list-style-type: none"> Service Degradation where Customer is able to use the Service and is not prepared to release it for immediate testing.
Priority 3	<ul style="list-style-type: none"> A service problem that does not impact the Service; or A single non-circuit specific quality of Service inquiry.

III. Service Availability

"Service Availability" is calculated as the total number of minutes in a calendar month less the number of minutes that the Service is unavailable due to a Priority 1 Outage ("Downtime"), divided by the total number of minutes in a calendar month.

The following table contains examples of the percentage of Service Availability translated into minutes of Downtime for the 99.99% Service Availability Target:

Percentage by Days Per Month	Total Minutes / Month	Downtime Minutes
99.99% for 31 Days	44,640	4.5
99.99% for 30 Days	43,200	4.3
99.99% for 29 Days	41,760	4.2
99.99% for 28 Days	40,320	4

IV. Mean Time to Restore ("MTTR")

The MTTR measurement for Priority 1 Outages is the average time to restore Priority 1 Outages during a calendar month calculated as the cumulative length of time it takes Spectrum Enterprise to restore a Service following a Priority 1 Outage in a calendar month divided by the corresponding number of trouble tickets for Priority 1 Outages opened during the calendar month for the Service.

MTTR per calendar month is calculated as follows:

$\frac{\text{Cumulative length of time to restore Priority 1 Outage(s) per Service}}{\text{Total number of Priority 1 Outage trouble tickets per Service}}$

V. Latency / Frame Delay

Latency or Frame Delay is the average roundtrip network delay, measured every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, to adequately determine a

consistent average monthly performance level for frame delay for each Service. The roundtrip delay is expressed in milliseconds (ms).

Latency / Frame Delay is calculated as follows:

Latency / Frame Delay=	Sum of the roundtrip delay measurements for a Service
	Total # of measurements for a Service

VI. Packet Loss / Frame Loss Ratio

Packet Loss or Frame Loss Ratio is defined as the percentage of frames that are not successfully received compared to the total frames that are sent in a calendar month, except where any packet or frame loss is the result of an Excluded Disruption. The percentage calculation is based on frames that are transmitted from a network origination point and received at a network destination point.

Packet Loss / Frame Loss Ratio is calculated as follows:

Packet Loss / Frame Loss (%) = 100 (%) - Frames Received

VII. Jitter / Frame Delay Variation

Jitter or Frame Delay Variation is defined as the variation in delay for two consecutive frames that are transmitted (one-way) from a network origination point and received at a network destination point. Spectrum Enterprise measures a sample set of frames every 5 minutes during a calendar month, unless measurement is not possible as a result of an Excluded Disruption, and determines the average delay between consecutive frames within each sample set. The monthly Jitter / Frame Delay Variation is calculated as the average of all of the frame delay variation measurements during such calendar month and is expressed in milliseconds (ms).

Jitter / Frame Delay Variation =	Sum of the Frame Delay Variation measurements for a Service
	Total # of measurements for a Service

VIII. Network Maintenance

Maintenance Notice:

Customer understands that from time to time, Spectrum Enterprise will perform network maintenance for network improvements and preventive maintenance. In some cases, Spectrum Enterprise will need to perform urgent network maintenance, which will usually be conducted within the routine maintenance windows. Spectrum Enterprise will use reasonable efforts to provide advance notice of the approximate time, duration, and reason for any urgent maintenance outside of the routine maintenance windows.

Maintenance Windows:

Routine maintenance may be performed Monday – Friday 12 a.m. – 6 a.m. Local Time.

IX. Remedies Service Credit:

If the actual performance of a Service during any calendar month is less than the SLA Targets, and Customer is in compliance with the terms of the Agreement and this SLA, then Customer may request credit equal to the corresponding percentage of the monthly recurring charges for the Affected Service as set forth in the table below. Any credit to be applied will be off-set against any amounts due from Customer to Spectrum Enterprise in the billing cycle following the date Spectrum Enterprise makes its credit determination. Credit requests must be submitted to Spectrum Enterprise within thirty (30) days of the calendar month in which the SLA Target was missed. Spectrum Enterprise will exercise commercially reasonable efforts to respond to such credit requests within 30 days of receipt thereof.

Service Availability	Mean Time To Restore ("MTTR")		Latency / Frame Delay (Roundtrip)	Jitter / Frame Delay Variation	Packet Loss /Frame Loss
30%	> 4 hours ≤ 7:59:59 hours	4%	5%	5%	5%
	> 8 hours	10%			

All SLA Targets are monthly measurements, and Customer may request only one credit per SLA Target per month for the Affected Service. Should one event impact more than one SLA hereunder, Customer shall receive the single highest of the qualifying credits only. Except as set forth below, the credits described in this SLA shall constitute Customer's sole and exclusive remedy, and Spectrum Enterprise's sole and exclusive liability, with respect to any missed SLA Targets. Service Credits hereunder shall not be cumulative per Service.

Chronic Priority 1 Outages:

If Customer experiences and reports three (3) separate Priority 1 Outages where the Downtime exceeds four (4) hours during each Priority 1 Outage within three (3) consecutive calendar months, then Customer may terminate the Affected Service without charge or liability by providing at least thirty (30) days written notice to Spectrum Enterprise; provided, however, that (i) Customer may only terminate the Affected Service; (ii) Customer must exercise its right to terminate the Affected Service by providing written notice to Spectrum Enterprise within thirty (30) days after the event giving rise to Customer's termination right; (iii) Customer shall have paid Spectrum Enterprise all amounts due at the time of such termination for all Services provided by Spectrum Enterprise pursuant to the Agreement, and (iv) the foregoing termination right provides the sole and exclusive remedy of Customer and the sole and exclusive liability of Spectrum Enterprise for chronic Priority 1 Outages and Customer shall not be eligible for any additional credits. Termination will be effective forty-five (45) days after Spectrum Enterprise's receipt of such written notice of termination.

COMMERCIAL TERMS OF SERVICE

These Terms of Service include all Attachments hereto (“Attachment(s)”), and all, and other documents identified hereunder, each of which are incorporated herein by reference. The Attachments further describe Spectrum’s services (each a “Service” or collectively the “Services”) and set forth additional terms and conditions for the applicable Service. Spectrum and Customer may each be referred to as a “Party” or collectively as the “Parties.” Unless specifically set forth in any Attachment, capitalized terms shall have the meanings set forth in this Service Agreement.

GENERAL

1. **SERVICE AGREEMENT TERM.** The Service Agreement shall be effective upon the earlier to occur of (a) the latest date of the signatures of the Parties; or (b) Spectrum’s commencement of performance (the “Effective Date”). The Service Agreement shall remain in effect until the expiration or proper termination of the final existing Service Order entered into under this Service Agreement (the “Term”).
2. **SERVICES.** Customer shall request Services hereunder by submitting orders in a manner required by Spectrum. Upon Spectrum’s acceptance of a Service Order, as indicated either by: (a) Spectrum’s written acceptance, (b) by Spectrum’s delivery of the Services, or (c) commencement of installation, such Service Order shall be deemed incorporated into the Service Agreement. Spectrum shall provide the Services to Customer at the Service address(es) specified in the applicable Service Order (“Service Location(s)”).
3. **ORDER TERM.** The “Initial Order Term” is the time period starting on the date the Services are functional in all material respects and available for use (the “Billing Start Date”), and continuing for the period of time specified in the Service Order(s). If no Initial Order Term is specified in a Service Order, the Initial Order Term is twelve (12) months from the Billing Start Date. Upon expiration of the Initial Order Term, the applicable Service Order shall automatically renew for successive one-month terms (each a “Renewal Order Term”, collectively with the Initial Order Term, the “Order Term”), unless either Spectrum or Customer elects to not renew the Service Order by notice provided to the other at least thirty (30) days in advance of the expiration of the then-current Order Term.
4. **AVAILABILITY OF FACILITIES.** Customer understands that certain Services may not be available in all Spectrum service areas and Spectrum may decline to provide any requested Services. Spectrum’s ability to provide Services depends upon its ability to secure and retain, without unreasonable expense, suitable facilities, and rights to construct and maintain necessary facilities such as pole attachments and conduits to serve the Service Location. Spectrum may decline to accept or terminate a Service Order upon notice to Customer because of (a) the lack of transmission medium, transmission capacity or any other facilities or equipment, (b) the lack of available services from or interconnection with the services or facilities of other providers, or (c) any other cause beyond Spectrum’s control.
5. **SERVICE LOCATION ACCESS AND INSTALLATION.**
 - (a) **Access.** Spectrum requires reasonable access to each Service Location at any time throughout the Term as necessary for Spectrum to provide the Services and to review, install, inspect, maintain, repair, or remove any Spectrum-provided cabling, modems, related splitters, routers or other equipment (“Spectrum Equipment”) used to provide the Services. If Customer owns or controls the Service Location(s), Customer hereby grants Spectrum permission to enter the Service Location(s) in order for Spectrum to fulfill its obligations and exercise its rights under the Service Agreement. If a Service Location is not owned or controlled by Customer, Customer will obtain, with Spectrum’s reasonable assistance, appropriate right of access. If such right of access for Spectrum is not obtained by either Party, then Spectrum may decline Customer’s request for Services, or terminate or amend the affected Service Order with respect to the Service Location that Spectrum cannot access, without any liability to Customer.
 - (b) **Installation Review.** Spectrum may perform an installation review of each Service Location prior to installation of the Services to determine serviceability or the need to extend Spectrum’s facilities, fiber optic cable, electronics, or other equipment (collectively, the “Network”) to provide the Services at the Service Location. If during the installation review, Spectrum determines that additional work is required to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges (as defined below) in excess of the amounts previously specified in a quote or Service Order. Upon request, Customer shall provide Spectrum with accurate site and/or physical network diagrams or maps of a Service Location, including electrical and other utility service maps, prior to the installation review.
 - (c) **Site Preparation.** Customer shall be responsible for necessary preparations at the Service Location(s) for delivery and installation of Spectrum Equipment and the installation and ongoing provision of Services, including the relocation of Customer’s equipment, furniture and furnishings as necessary to access the Spectrum Equipment or Services. In addition, Customer shall provide Spectrum with floor space, rack space, other space and clean power as is reasonably necessary for the installation and operation of Spectrum Equipment at the Service Location(s). Customer shall not charge Spectrum, and shall ensure that Spectrum does not incur, any fees or expenses whatsoever in connection with Customer’s provision of space, power, or access as described herein, or otherwise in connection with Customer’s performance of its obligations pursuant to this section; and any such fees or expenses charged by any other end user accessing or using the Services (“End User”) shall be borne solely by Customer. Any failure or refusal by Customer to be ready to receive Services does not release Customer from its obligation to pay Service Charges for any Service that is otherwise available for Customer’s use.

- (d) **Installation.** Spectrum will schedule one or more installation visits with Customer. At the Customer's request, Spectrum may perform installation or maintenance on weekends or times other than during normal business hours; provided, however, Customer may be assessed reasonable, additional Service Charges based on Spectrum's actual incurred labor, material or other costs for such non-routine installation or maintenance. Customer's authorized representative must be present during installation.

If Spectrum is unable to install the Service as a result of (i) Customer's (or any End User's) failure to deliver any required materials, support or information to Spectrum; (ii) Customer's (or any End User's) failure to provide access to a Service Location; or (iii) Spectrum not being able to obtain access to equipment at the Service Location as necessary for installation of the Service, then Customer shall pay Spectrum a Service Charge at Spectrum's then prevailing rates for any installation trip made by Spectrum and an additional Service Charge for each subsequent trip necessary to perform the Service installation. In addition, if Spectrum's installation of the Service is delayed as a result of Customer's actions or inactions as set forth above or if Customer is otherwise refusing or not ready to receive Services, then Spectrum will notify Customer that Spectrum is ready to finalize installation of the Services (the "Ready Notice") and may begin invoicing Service Charges as set forth in Section 7 upon the earlier of the Billing Start Date or sixty (60) days after the date of the Ready Notice.

If during the course of installation Spectrum determines additional work is necessary to enable Spectrum to deliver the Services to the Service Location, Spectrum will notify Customer of any additional Service Charges in excess of the amounts previously specified in a quote or Service Order. If Customer does not agree to pay such Service Charges by executing a revised Service Order within five (5) business days of receiving the same, Customer and Spectrum shall each have the right to terminate the applicable Service Order. Spectrum may act as Customer's agent for ordering access connection facilities provided by other providers or entities when authorized by Customer to allow connection of a Service Location to the Network.

Customer shall perform interconnection of the Services and Spectrum Equipment with any Customer- provided or End User equipment (collectively, "Customer Equipment"), unless otherwise set forth in an Attachment or agreed in writing between the Parties, and shall conform its Customer Equipment and software, and ensure that each End User conforms its equipment and software, to the technical specifications for the Service provided by Spectrum.

Spectrum shall be responsible for reasonable restoration efforts necessary to address any displacement resulting from excavation and for those damages directly caused by Spectrum's faulty workmanship or installation of the Service, provided that the boring of holes or insertion of fasteners through the surface of walls for attachment of peripheral equipment will not be deemed damages but rather part of normal workmanship. If the installation and maintenance of Services at the Service Locations is or becomes, in Spectrum's sole opinion, hazardous or dangerous to Spectrum's employees or Network, the public, or property, including without limitation due to the presence of asbestos or other hazardous materials, Spectrum may refuse to install and maintain such Service or stop providing Services until such time as the condition is remedied or an alternative Service Location is designated that is not hazardous or dangerous. Customer shall bear any additional costs incurred by Spectrum arising from any such hazardous or dangerous conditions.

6. EQUIPMENT.

- (a) **Equipment Responsibilities and Safeguards.** Spectrum shall use commercially reasonable efforts to maintain and secure the Spectrum Equipment used by Spectrum to provide Services to Customer. Except as otherwise provided in this Service Agreement or any Service Order(s), Customer shall be responsible for the maintenance or repair of any cable, electronics, structures, equipment or materials owned or provided by Customer. Customer shall not, and shall not cause any third party to, move, modify, disturb, alter, remove, relocate to another Service Location, install software not provided by Spectrum, or otherwise tamper with any portion of the Spectrum Equipment without the prior consent of Spectrum. Customer shall be responsible for loss or damage to the Spectrum Equipment while at Customer's or an End User's facilities. Customer shall also ensure that all Spectrum Equipment at Customer's and End Users' Service Location(s) remains free and clear of all liens and encumbrances.
- (b) **Customer Security Responsibilities.** Customer shall be responsible for all access to and use of the Service, including whether or not Customer has knowledge of or authorizes such access or use. Customer shall be responsible for the implementation of reasonable security measures and procedures with respect to use of and access to the Service Location, Service, and Spectrum Equipment. Customer shall secure and maintain any and all Customer Equipment, including, but not limited to, Private Branch Exchanges (including other non-Spectrum switches, collectively, "PBXs"), where applicable, and any applications accessible through use of Customer Equipment, and shall be solely responsible for any conduct through and any charges incurred on Customer's Service account, regardless of whether such activity or charges are authorized by Customer management or involve fraudulent activity until such time as Customer informs Spectrum of any fraudulent or unauthorized access. Without limiting Customer's responsibilities, Spectrum has the right to implement reasonable measures to track, manage, and secure the connection between any Customer Equipment or applications used by Customer, End Users, or any third party who accesses the Customer Equipment and the Spectrum Network, including without limitation authentication or other security access procedures. Spectrum may suspend any affected Services if Spectrum discovers or becomes aware of any breach or compromise of the security of any Customer Equipment, Service, Service Location, Spectrum Equipment, or connection to the Spectrum Network.
- (c) **Equipment Return, Retrieval, Repair and Replacement.** Immediately upon termination of this Service Agreement or Service Order(s) ("Termination"): (i) at the discretion of Spectrum, Customer shall return, or allow Spectrum to retrieve, the Spectrum Equipment in the condition in which the Spectrum Equipment was received, subject to ordinary wear and tear; and (ii) promptly cease all use of and return, if applicable, to Spectrum any software or software services provided by Spectrum ("Software"). Failure of Customer to return or allow Spectrum to retrieve the Spectrum Equipment within fifteen (15) days after Services are terminated will result in a charge to Customer's account equal to either Spectrum's applicable unreturned equipment charge or the retail cost of replacement of the unreturned Spectrum Equipment. If applicable, Customer shall pay for the repair or replacement of any damaged Spectrum Equipment, except such repairs or replacements as may be necessary due to normal and ordinary wear and tear or material or

workmanship defects, together with any costs incurred by Spectrum in obtaining or attempting to regain possession of Spectrum Equipment.

7. STANDARD PAYMENT TERMS. Customer shall pay recurring and non-recurring charges, taxes, and fees for the Services in the amount specified on the Service Order and other applicable charges as described in this Service Agreement (collectively, "Service Charges").

(a) Charges. Spectrum invoices for monthly recurring charges specific to the Service(s) ("MRCs"), plus applicable taxes, fees, and surcharges, in advance on a monthly basis. Spectrum invoices for non-recurring, one-time charges ("OTCs") for construction or installation charges after the Billing Start Date or as specified in the Service Order. All other charges, including usage-based charges (e.g., phone usage, pay-per view charges), will be invoiced monthly in arrears. Service Charges are payable within thirty (30) days after the date appearing on the invoice. If Spectrum fails to present a Service Charge in a timely manner, such failure shall not constitute a waiver of the charges for the Services to which it relates, and Customer shall be responsible for and pay such Service Charges when invoiced in accordance with these payment terms. Spectrum shall have the right to increase MRCs for each Service after the Initial Order Term for such Service upon thirty (30) days' notice to Customer.

(b) Taxes, Surcharges, and Fees. Customer shall pay all applicable taxes, fees, or surcharges imposed on or in connection with the Services that are the subject of this Service Agreement, including but not limited to applicable federal, state, and local sales, use, property, excise, telecommunications, or other taxes, franchise fees, federal and state universal service fund fees, and other state or local governmental charges or regulatory fees, excluding income taxes measured on Spectrum's net income. If a Customer wishes to claim tax-exempt status, then Customer must supply Spectrum with a copy of Customer's tax exemption certificate or other documentation supporting Customer's certification of its entitlement to such exempt status within fifteen (15) days of installation of applicable Services. If Customer supplies such documentation after that time, Spectrum will apply it to Customer's account on a prospective basis, allowing Spectrum at least thirty (30) days for processing. To the extent such documentation is held invalid for any reason, Customer agrees to pay or reimburse Spectrum for any tax or fee not collected or liability incurred, including without limitation related interest and penalties arising from Spectrum's reliance on such invalid certificate or documentation. Customer hereby consents that Spectrum may disclose such written documentation, which may include a tax exemption form, to any governmental authority. Tax-exempt status shall not relieve Customer of its obligation to pay applicable franchise fees or other non-tax fees and surcharges since the application of such fees and surcharges may not be governed by the tax standing of Customer. Spectrum reserves the right, from time to time, to change the surcharges for Services under this Service Agreement to reflect incurred costs, charges, or obligations imposed on Spectrum to the extent permitted, required, or otherwise not prohibited under applicable law (e.g., universal service fund charges). Furthermore, Spectrum shall have the right to collect or recover from Customer the amount of any state or local fees or taxes arising as a result of this Service Agreement, which are imposed on Spectrum or its services, or otherwise assessed or calculated based on Spectrum's receipts from Customer that Spectrum is entitled under applicable law to pass through to or otherwise charge Customer for Customer's use or receipt of the Services. Such fees or taxes shall be invoiced to Customer in the form of a surcharge included on Customer's invoice.

To the extent that a dispute arises under this Service Agreement as to which Party is liable for fees or taxes, Customer shall bear the burden of proof in showing that the fee or tax is imposed upon Spectrum's net income. This burden may be satisfied by Customer producing written documentation from the jurisdiction imposing the fee or tax indicating that the fee or tax is based on Spectrum's net income. Customer acknowledges that currently, and from time to time, there is uncertainty about the taxability or regulatory classification of some of the Services Spectrum provides and, consequently, uncertainty about what fees, taxes and surcharges are due to or from Spectrum or from its customers. Customer agrees that Spectrum has the right to determine, in its sole discretion, what fees, taxes and surcharges are due and to collect and remit them to the relevant governmental authorities, or to pay and pass them through to Customer. Customer hereby waives any claims it may have regarding Spectrum's collection or remittance of such fees, taxes, and surcharges.

(c) Change Requests. Any charges associated with Service and Spectrum Equipment or Customer Equipment installations, changes, or additions requested by Customer subsequent to executing a Service Order for the applicable Service Location are the sole financial responsibility of Customer. Spectrum shall notify Customer of any additional OTCs and/or adjustments to MRCs associated with or applicable to such Customer change requests prior to making any such change. Customer's failure to accept such additional charges within five (5) business days of receiving such notice shall be deemed a rejection by Customer, and Spectrum shall not be liable to perform any work giving rise to such charges. For accepted charges, Customer shall be assessed such additional OTCs and/or adjustments of the MRCs either (i) in advance of implementation of the change request or (ii) beginning on Customer's next and/or subsequent invoice(s).

(d) Site Visits and Repairs. If Spectrum visits a Service Location to either inspect the Services or respond to a service request, and Spectrum reasonably determines that the cause of the service issue is not due to a problem arising from Spectrum's Network or Spectrum Equipment, but rather is due to Customer misuse, abuse, or modification of the Services, Customer Equipment or facilities, or due to similar acts by a third party not under Spectrum's control or direction, then Spectrum may invoice Customer at Spectrum's then-prevailing commercial rates for an on-site visit, plus any charges for Spectrum Equipment repair or replacement as a result of Customer or third party damage that may be necessary.

(e) Invoicing Disputes; Late and Collection Fees. Customer must provide notice to Spectrum of any disputed charges within sixty (60) days of the invoice date on which the disputed charges appear for Customer to receive any credit that may be due. Customer must have and present a reasonable basis for disputing any amount charged. Undisputed amounts not paid within thirty (30) days of the invoice date shall be past due and subject to a late fee up to the lesser of 1.5% of the MRC per month or the maximum amount permitted by law. If Services are suspended due to late payment, Spectrum may require that Customer pay all past due charges, a

reconnect fee, and one or more MRCs in advance before reconnecting Services. Spectrum may charge a reasonable service fee for all returned checks and bank card, credit card or other charge card charge-backs. Customer shall be responsible for all expenses, including reasonable attorney fees and collection costs, incurred by Spectrum in collecting any unpaid amounts due under this Service Agreement.

- (f) **Credit Verification.** Spectrum shall have the right to verify Customer's credit standing at any time. Additionally, Spectrum may at any time require Customer to make a deposit and/or advance payment. The deposit requested will be in cash, the equivalent of cash, or a bank, credit card or account debit authorization and does not relieve Customer of the responsibility for the prompt payment of invoices when due. Spectrum may deduct amounts from the deposit, bill any bank or credit card provided, or utilize any other means of payment available to Spectrum, for past due amounts.
- (g) **Bundled Pricing.** If Customer has selected a bundled offer, meaning a discounted MRC for receiving more than one Spectrum Service ("**Bundle**"), then the following conditions shall apply:
- i. In consideration for Customer's purchase of all Services in the Bundle, and only with respect to that period of time during which Customer continues to purchase the specific Services in such Bundle and during which such Bundle is in effect, the correlating discount to the Services in such Bundle, ordered pursuant to the Spectrum program governing such Bundle, will be reflected in the MRC for the respective Services.
 - ii. Upon Termination by Customer, for any reason other than a Spectrum Default, of any Service component of the applicable Bundle, the pricing for the remaining Service(s) shall revert to Spectrum's unbundled pricing for such Service(s) in effect at the time of Termination. Termination liability applicable to the Services under this Service Agreement shall otherwise remain unchanged.
- 8. ADMINISTRATIVE WEB SITE.** Spectrum may, at its sole option, make one or more administrative web sites, including without limitation www.spectrum.net, available to Customer in connection with Customer's use of the Services (each an "**Administrative Web Site**"). Spectrum may furnish Customer with one or more user identifications and/or passwords for use on the Administrative Web Site and Customer must promptly change any Spectrum-provided user identifications and passwords to a secure, Customer-designated user identification and password. Customer shall be responsible for the confidentiality and use of such user identifications and passwords, whether provided by Spectrum or designated by Customer, and any equipment or devices used to access any Administrative Web Site, and shall immediately notify Spectrum if there has been an unauthorized release, use, or other compromise of any user identification or password. In addition, Customer agrees that its authorized users shall keep confidential and not distribute any information or other materials made available by the Administrative Web Site. Customer shall be solely responsible for all use of the Administrative Web Site. Spectrum shall not be liable for any loss, cost, expense, or other liability arising out of any Customer use of the Administrative Web Site. Spectrum may change or discontinue the Administrative Web Site, or Customer's right to use the Administrative Web Site, at any time. Any additional terms and policies applicable to Customer's use of the Administrative Web Site will be posted on the site.
- 9. SUPPORT.** Spectrum shall provide contact information for inquiries and remote problem support for the Services. All such Customer support shall be provided only to Customer's designated personnel or as mutually agreed upon by Spectrum and Customer. Customer is responsible for all communications and support for its End Users. Customer shall provide routine operational support for Spectrum Equipment located at a Service Location, including without limitation, by performing reboots as requested by Spectrum. Customer is responsible for the installation, repair and use of Customer Equipment, including without limitation, Customer-supplied third-party hardware or software for the use of Spectrum Service or third-party services.

Spectrum does not support third-party hardware or software used in conjunction with third-party services or supplied by Customer. Any questions concerning third-party hardware or software should be directed to the provider of that product. Spectrum assumes no liability or responsibility for the installation, maintenance, compatibility or performance of third-party software, or any Customer Equipment or Customer-supplied software with the Services. If such third-party equipment or software impairs the Services, Customer shall continue to pay all applicable Service Charges. If, at Customer's request, Spectrum should attempt to resolve difficulties caused by such third-party equipment or software, such efforts shall be performed at Spectrum's discretion and subject to Service Charges as set forth in Section 7(d).

10. CUSTOMER REPRESENTATIONS AND OBLIGATIONS

- (a) **Representations.** Customer represents and warrants to Spectrum that: (i) Customer has the authority to execute, deliver and carry out the terms of this Service Agreement, and (ii) its End Users and any person who accesses any Services at the Service Location, will use the Service and Network for Customer's internal business purposes and will comply with the terms of this Service Agreement.
- (b) **No Reselling.** Customer shall not re-sell or re-distribute (whether for a fee or otherwise) access to the Service(s) or system capacity, or any part thereof, in any manner other than for Customer's internal business without the express prior consent of Spectrum, including without limitation, any use to provide services for the benefit of, or on behalf of, any third party other than Customer or its End Users.
- (c) **No Illegal Purpose or Unauthorized Access.** Customer shall not use or permit End Users or third parties to use the Service(s), including the Spectrum Equipment and Software, for any illegal purpose, or to achieve unauthorized access to any computer systems, software, data, or other copyright or patent protected material.
- (d) **No Interference.** Customer shall not interfere with or cause technical difficulties for other customers' use of equipment or Services or interfere with or disrupt the Spectrum Network, backbone, nodes or other Services. Customer shall not install any equipment, including without limitation, any antenna or signal amplification system, at the Service Location that interferes with the Services.

- (e) **Applicable Laws.** With respect to Customer's and End Users' use of the Service (including the transmission or use of any content via the Service), Customer shall comply, and shall ensure that its End Users comply, with all applicable laws and regulations in addition to the terms of this Service Agreement. Spectrum shall have the right to audit Customer's use of the Service remotely or otherwise, to ensure compliance with this Service Agreement.
- (f) **Acceptable Use.** As between the Parties, Customer is solely responsible for (i) all use (whether or not authorized) of the Service by Customer, any End User or any unauthorized person or entity, which use shall be deemed Customer's use for purposes of this Service Agreement, (ii) all content that is viewed, stored or transmitted via the Service, as applicable, and (iii) all third-party charges incurred for merchandise and services accessed via the Service, if any. Customer shall not use, or allow the Services to be used, in any manner that would violate the applicable Spectrum Acceptable Use Policies or that would cause, or be likely to cause, Spectrum to qualify as a "Covered 911 Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. For avoidance of doubt, Customer and Spectrum agree that any failure to satisfy the covenants set forth in the preceding sentence shall constitute a material breach of the Service Agreement.
- 11. PERFORMANCE.** Unless otherwise set forth in an Attachment or service level agreement, Spectrum will use commercially reasonable efforts to provide the Services to Customer twenty-four (24) hours per day, seven (7) days per week. It is possible, however, that there will be interruptions of Service. The Service may be unavailable from time-to-time either for scheduled or unscheduled maintenance, technical difficulties, or for other reasons beyond Spectrum's reasonable control. Temporary service interruptions or outages for such reasons, as well as service interruptions or outages caused by Customer, its agents and employees, or by a Force Majeure Event, shall not constitute a failure by Spectrum to perform its obligations under this Service Agreement.
- 12. MONITORING, EQUIPMENT UPGRADES AND NETWORK MODIFICATIONS.** Spectrum has the right, but not the obligation, to upgrade, modify, and enhance the Spectrum Network and the Service and take any action that Spectrum deems appropriate to protect or improve the Service and its facilities. Spectrum shall have the right, but not the obligation, to monitor, record, and maintain oral communications with Customer regarding Customer's account or Services for the purpose of service quality assurance, or as permitted under applicable law.
- 13. DEFAULT, SUSPENSION OF SERVICE, AND TERMINATION.**
- (a) **Default.** A Party shall be in default under this Service Agreement if it has failed to comply with the terms of this Service Agreement or any of all of the applicable Service Orders, including without limitation the obligation to pay any amounts due, and such Party fails to correct each such noncompliance within thirty (30) days of receipt of notice from the non-defaulting Party describing in reasonable detail the default or noncompliance ("Default").
- (b) **Mutual Termination Rights.** Either Party may terminate this Service Agreement or a Service Order if: (i) the other Party is in Default; (ii) the other Party liquidates, is adjudicated as bankrupt, makes an assignment for the benefit of creditors, invokes any provision of law for general relief from its debts, initiates any proceeding seeking general protection from its creditors, or is removed or delisted from a trading exchange; or (iii) after entering into such Service Order, Spectrum learns that the costs to deliver the Services to the Service Location shall require a material increase in the Service Charges and Customer does not agree to pay such additional Service Charges by executing a revised Service Order.
- (c) **Termination for Convenience by Customer.** Notwithstanding any other term or provision in this Service Agreement, Customer may terminate a Service Order, or this Service Agreement, at any time upon thirty (30) days prior notice to Spectrum, subject to payment of all outstanding amounts due, payment of any applicable Termination Charges (as defined below), and the return of any Spectrum Equipment.
- (d) **Spectrum's Right to Suspend.** Spectrum shall have the right, at its option, without prior notice, and in addition to any other rights of Spectrum expressly set forth in this Service Agreement and any other remedies it may have under applicable law to suspend Services if Customer fails to comply with any applicable laws or regulations or this Service Agreement, or if Customer or its End Users' use of the Service is determined by Spectrum, in its sole discretion, to result in a material degradation of the Spectrum Network until Customer remedies any such noncompliance or degradation. Any suspension shall not affect Customer's on-going obligation to pay Spectrum any amounts due under this Service Agreement. If Spectrum suspends any Service, Spectrum may require the payment of reconnect or other charges before restarting the suspended Service.
- (e) **Termination Charges.** Upon Termination, Customer must pay all Services Charges then due for Services provided through the effective date of Termination. In addition, if Termination is due to Customer Default or for Customer's convenience, Customer must pay Spectrum a termination charge (a "Termination Charge"), which the Parties recognize as liquidated damages and not as a penalty. This Termination Charge shall be equal to 100% of the unpaid balance of all Service Charges that would have been due throughout the applicable Order Term, including, without limitation, the outstanding balance of any and all unpaid OTCs. The foregoing terms will also apply to any partial Termination impacting one or more Service Orders, but not the entire Service Agreement.
- (f) **Survival.** The provisions of sections 6(c), 7(b), 7(e), 13(e), 13(f), 14, 15, 18-22 and the Attachments shall survive the termination or expiration of the Service Agreement.
- 14. DISCLAIMER OF WARRANTY; LIMITATION OF LIABILITY.**
- (a) **DISCLAIMER OF WARRANTY.** CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR USE OF THE SERVICE AND SPECTRUM EQUIPMENT, AND USES THE SAME AT ITS OWN RISK, AND FOR ACCESS TO AND SECURITY OF CUSTOMER'S EQUIPMENT AND CUSTOMER'S NETWORK. SPECTRUM EXERCISES NO CONTROL OVER AND HAS NO RESPONSIBILITY WHATSOEVER FOR THE APPLICATIONS OR CONTENT TRANSMITTED OR ACCESSIBLE THROUGH THE SERVICE AND SPECTRUM EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR SUCH APPLICATIONS OR CONTENT. EXCEPT AS SPECIFICALLY SET

FORTH IN THIS SERVICE AGREEMENT, THE SERVICE, SPECTRUM EQUIPMENT, AND ANY SPECTRUM MATERIALS ARE PROVIDED "AS IS, WITH ALL FAULTS," WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, SYSTEM INTEGRATION, DATA ACCURACY, QUIET ENJOYMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO ADVICE OR INFORMATION GIVEN BY SPECTRUM, ITS AFFILIATES OR ITS CONTRACTORS OR THEIR RESPECTIVE EMPLOYEES SHALL CREATE ANY WARRANTY. SPECTRUM DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, ERROR FREE, WITHOUT DEGRADATION OF VOICE QUALITY OR WITHOUT LOSS OF CONTENT, DATA OR INFORMATION, OR THAT ANY MINIMUM TRANSMISSION SPEED IS GUARANTEED AT ANY TIME. EXCEPT AS SET FORTH IN THE SERVICE AGREEMENT, SPECTRUM DOES NOT WARRANT THAT ANY SERVICE OR EQUIPMENT PROVIDED BY SPECTRUM WILL PERFORM AT A PARTICULAR SPEED, BANDWIDTH OR THROUGHPUT RATE. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT ANY DATA, MATERIAL OR TRAFFIC OF ANY KIND WHATSOEVER CARRIED, UPLOADED, DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT CUSTOMER'S OWN DISCRETION AND RISK AND THAT CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO CUSTOMER'S OR ANY END USER'S EQUIPMENT OR LOSS OF SUCH DATA, MATERIAL OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER'S OR ANY END USER'S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM'S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

(b) **LIMITATION OF LIABILITY.** WITHOUT LIMITING ANY EXPRESS PROVISIONS OF THIS SERVICE AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER, ANY END USER, OR ANY THIRD PARTY FOR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, RELIANCE, OR PUNITIVE DAMAGES (INCLUDING LOST BUSINESS, REVENUE, PROFITS, OR GOODWILL) ARISING IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE PROVISION OF SERVICES, INCLUDING ANY SERVICE IMPLEMENTATION DELAYS OR FAILURES, UNDER ANY THEORY OF TORT, CONTRACT, WARRANTY, STRICT LIABILITY, MISREPRESENTATION, OR NEGLIGENCE, EVEN IF THE PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO ANY OF CUSTOMER'S PAYMENT OBLIGATIONS UNDER THIS SERVICE AGREEMENT. SPECTRUM'S MAXIMUM LIABILITY TO CUSTOMER WITH REGARD TO ANY SERVICE ORDER SHALL NOT EXCEED THE AMOUNT, EXCLUDING OTCS, PAID OR PAYABLE BY CUSTOMER TO SPECTRUM FOR THE APPLICABLE SERVICE ORDER IN THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. SPECTRUM SHALL NOT BE RESPONSIBLE FOR ANY LOSSES OR DAMAGES ARISING AS A RESULT OF THE UNAVAILABILITY OF THE SERVICE, INCLUDING THE INABILITY TO REACH 911 OR ANY OTHER EMERGENCY SERVICES, THE INABILITY TO CONTACT A SECURITY SYSTEM OR REMOTE MEDICAL OR OTHER MONITORING SERVICE PROVIDER OR ANY FAILURE OR FAULT RELATING TO CUSTOMER-PROVIDED EQUIPMENT, FACILITIES OR SERVICES.

15. **INDEMNIFICATION.** Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Spectrum, its affiliates, service providers, and suppliers, and their directors, employees, representatives, officers and agents (the "Indemnified Parties") against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Indemnified Parties, to the full extent that such arise from or relate to any one or more of the following:

- (a) Customer's use or misuse of the Service,
- (b) Customer's failure to comply with any applicable law, order, rule, regulation or ordinance or this Service Agreement,
- (c) personal injury or tangible property damage caused by Customer's or its employees' or agents' negligence or willful misconduct.

Indemnified Parties shall have the right but not the obligation to participate in the defense of the claim.

16. **COMPLIANCE WITH LAWS.** As between the Parties, Spectrum shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Spectrum's operation and provision of the Services as contemplated in the Service Agreement, and Customer shall obtain and maintain at its own expense all licenses, approvals and regulatory authority required by law with respect to Customer's use of the Services as contemplated in the Service Agreement. Unless specified otherwise in the Service Agreement, each Party shall give all notices, pay all fees and comply with all applicable laws, ordinances, rules and regulations relating to its performance obligations specified in the Service Agreement. The Service Agreement is subject to all applicable federal, state or local laws and regulations in effect in the relevant jurisdiction(s) in which Spectrum provides the Services. If any provision of the Service Agreement contravenes or is in conflict with any such law or regulation, then the terms of such law or regulation shall take priority over the relevant provision of the Service Agreement. If the relevant law or regulation applies to some but not all of the Services being provided under the Service Agreement, then such law or regulation shall take priority over the relevant provision of the Service Agreement only for purposes of those Services to which the law or regulation applies. Except as explicitly stated in the Service Agreement, nothing contained in the Service Agreement shall constitute a waiver by Spectrum of any rights under applicable laws or regulations pertaining to the installation, construction, operation, maintenance or removal of the Services, facilities or equipment.

- 17. REGULATORY CHANGES.** In the event of any change in applicable law, regulation, decision, rule or order, including without limitation any new application of or increase in any government- or quasi-government-imposed fees or charges that increases the costs or other terms of Spectrum's delivery of Service to Customer, or, in the event of any increase in pole attachment or conduit charges applicable to any facilities used by Spectrum in providing the Service, Customer acknowledges and agrees that Spectrum may pass through to Customer any such increased fees or costs, but only to the extent of the actual increase. Spectrum shall use commercially reasonable efforts to notify Customer at least thirty (30) days in advance of the increase. In such case, and if such increase materially increases the Service Charges payable by Customer under the Service Agreement for the applicable Service, Customer may, within thirty (30) days after notification of such increase, terminate the affected Service without an obligation to pay Termination Charges, provided Customer notifies Spectrum at least thirty (30) days in advance of Customer's requested termination date. Further, in the event that Spectrum is required to file tariffs, rate schedules, or price guides with a regulatory agency or otherwise publish or make generally available its rates in accordance with regulatory agency rules or policies respecting the delivery of the Service or any portion thereof, then the terms set forth in the applicable tariff, rate schedule, or price guide shall govern Spectrum's delivery of, and Customer's use or consumption of the Service. In addition, if Spectrum determines that offering or providing the Service, or any part thereof, has become impracticable for legal or regulatory reasons or circumstances, then Spectrum may terminate the Service Agreement and any affected Service Orders without liability, by giving Customer thirty (30) days prior notice or any such notice as is required by law or regulation applicable to such determination.
- 18. ARBITRATION.** This Service Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Customer in the event of a dispute. Subject to the "Exclusions" paragraph below, Spectrum and Customer agree to arbitrate disputes and claims arising out of or relating to this Service Agreement, the Services, the Spectrum Equipment, Network, or marketing of the Services. Notwithstanding the foregoing, either Party may bring an individual action on any matter or subject in small claims court. The arbitrator of any dispute or claim brought under or in connection with this Service Agreement shall not have the power to award injunctive relief, which may only be sought in an appropriate court of law. No claim subject to arbitration under this Service Agreement may be combined with a claim subject to resolution before a court of law. THIS SERVICE AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.
- (a) A Party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled "Notice of Intent to Arbitrate" ("Notice"). The Notice to Spectrum should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 ("Arbitration Notice Address"). The Notice must: (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within thirty (30) days after the Notice is received, Customer or Spectrum may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator shall be bound by the terms of this Service Agreement. The arbitration shall be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Service Agreement, and the arbitration shall be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.
- (b) EACH PARTY SHALL BEAR THE COST OF ANY ARBITRATION FILING FEES AND ARBITRATOR'S FEES THAT SUCH PARTY INCURS INCLUDING, BUT NOT LIMITED TO, ATTORNEYS FEES OR EXPERT WITNESS COSTS UNLESS OTHERWISE REQUIRED UNDER APPLICABLE LAW. If the arbitrator's award exceeds \$75,000, either Party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within thirty (30) days after the date of entry of the arbitration award. The appealing Party must provide the other Party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within one hundred twenty (120) days of the date of the appealing Party's notice of appeal. The decision of the three-arbitrator panel shall be final and binding, except for any appellate right which may exist under the Federal Arbitration Act. The Parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in-person hearing as established by AAA rules. Unless Spectrum and Customer agree otherwise in writing, all hearings conducted as part of the arbitration shall take place in the Borough of Manhattan, City of New York.
- (c) CUSTOMER AGREES THAT, BY ENTERING INTO THIS SERVICE AGREEMENT, CUSTOMER AND SPECTRUM ARE WAIVING THE RIGHT TO A TRIAL BY JUDGE OR JURY. CUSTOMER AND SPECTRUM AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN CUSTOMER'S INDIVIDUAL CAPACITY AND NOT ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING. Furthermore, unless both Customer and Spectrum agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions shall be null and void and rendered of no further effect with respect to the specific claim at issue.
- (d) Severability. If any clause within these arbitration provisions is found to be illegal or unenforceable, that specific clause will be severed from these arbitration provisions, and the remainder of the arbitration provisions will be given full force and effect. NOTWITHSTANDING ANYTHING TO THE CONTRARY, IN THE EVENT SOME OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF A CLAIM IS BROUGHT THAT IS FOUND BY A COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, BOTH PARTIES AGREE TO WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it shall be severed from this Service Agreement, rendered null and void and of no further effect without affecting the rest of the arbitration provisions set forth herein.
- (e) EXCLUSIONS. CUSTOMER AND SPECTRUM AGREE THAT THE FOLLOWING CLAIMS OR DISPUTES SHALL NOT BE SUBJECT TO ARBITRATION:

- i. ANY INDIVIDUAL ACTION BROUGHT BY CUSTOMER OR BY SPECTRUM ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.
- ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.
- iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

19. PROPRIETARY RIGHTS AND CONFIDENTIALITY.

- (a) Spectrum's Proprietary Rights. All materials including, but not limited to, any Spectrum Equipment (including related firmware), software, data and information provided by Spectrum, any identifiers or passwords used to access the Service or otherwise provided by Spectrum, and any know-how, methodologies or processes including, but not limited to, all copyrights, trademarks, patents, trade secrets, any other proprietary rights inherent therein and appurtenant thereto, used by Spectrum to provide the Service (collectively "Spectrum Materials") shall remain the sole and exclusive property of Spectrum or its suppliers and shall not become a fixture to the Service Location. Customer shall acquire no title to, interest or right (including intellectual property rights) in the Spectrum Materials by virtue of the payments provided for herein other than the limited, non-exclusive, and non-transferable license to use the Spectrum Materials solely for Customer's use of the Service. Customer may not disassemble, decompile, reverse engineer, reproduce, modify, or distribute the Spectrum Materials, in whole or in part, or use them for the benefit of any third party. Customer shall not cause or permit the disabling or circumvention of any security mechanism contained in or associated with the Services. All rights in the Spectrum Materials not expressly granted to Customer herein are reserved to Spectrum or its suppliers. Customer shall not open, alter, misuse, tamper with, or remove the Spectrum Equipment or Spectrum Materials as and where installed by Spectrum, and shall not remove any markings or labels from the Spectrum Equipment or Spectrum Materials indicating Spectrum (or its suppliers) ownership or serial numbers.
- (b) Confidentiality. Customer agrees to maintain in confidence, and not to disclose to third parties or use, except for such use as is expressly permitted herein, the Spectrum Materials and any other information and materials provided by Spectrum in connection with this Service Agreement, including but not limited to the contents of this Service Agreement and any Service Orders. Customer may not issue a press release, public announcement or other public statements regarding the Service Agreement without Spectrum's prior consent.
- (c) Software. If Software is provided to Customer hereunder, Spectrum grants Customer a limited, non-exclusive, and non-transferable license to use such Software, in object code form only, for the sole and limited purpose of using the Services for Customer's internal business purposes during the Term. Customer shall not copy, reverse engineer, decompile, disassemble, translate, or attempt to learn the source code of any Software. Upon termination of a Service Order, the license to use any Software provided by Spectrum to Customer in connection with the Services provided under the Service Order shall terminate and Customer shall destroy any copies of the Software provided to Customer.

20. PRIVACY. Spectrum also maintains a Privacy Policy with respect to the Services in order to protect the privacy of its customers. The Privacy Policy may be found on Spectrum's website at <http://enterprise.spectrum.com/>. The Privacy Policy may be updated or modified from time-to-time by Spectrum, with or without notice to Customer. Customer's privacy interests, including Customer's ability to limit disclosure of certain information to third parties, may be addressed by, among other laws, the Federal Telecommunications Act, the Federal Cable Communications Act, the Electronic Communications Privacy Act, and, to the extent applicable, state laws and regulations. Customer proprietary network information and personally identifiable information that may be collected, used or disclosed in accordance with applicable laws is described in an Attachment, the Privacy Policy, and, if applicable, in Spectrum's tariff, which are incorporated into, and made a part of, this Service Agreement by this reference. In addition to the foregoing, Customer hereby acknowledges and agrees that Spectrum may disclose Customer's and its employees' personally identifiable information as required by law or regulation, or the American Registry for Internet Numbers or any similar agency, or in accordance with the Privacy Policy or, if applicable, tariff(s). In addition, Spectrum shall have the right (except where prohibited by law), but not the obligation, to disclose any information to protect its rights, property or operations, or where circumstances suggest that individual or public safety is in peril.

21. NOTICES. Any notices or consents to be given under this Service Agreement shall be validly given or served only if in writing and sent by nationally recognized overnight delivery service or certified mail, return receipt requested, to the following addresses:

If to Spectrum:
 Charter Communications Operating, LLC
 ATTN: Commercial Contracts Management
 Corporate - Legal Operations
 12405 Powerscourt Drive
 St. Louis, MO 63131

Notices to Customer shall be sent to the Customer billing address or as set forth in the Service Agreement. Each Party may change its respective address(es) for legal notice by providing notice to the other Party. Upon Spectrum's request, Customer will also provide Spectrum with a current email address that Customer regularly checks so that Spectrum may provide copies of notices and other communications to Customer by email.

22. MISCELLANEOUS.

- (a) Entire Agreement. This Service Agreement, including without limitation all Attachments, incorporated documents and any executed Service Orders constitute the entire agreement and understanding between the Parties with respect to the subject matter hereof. This

Service Agreement supersedes all prior understandings, promises, and undertakings, if any, made orally or in writing by or on behalf of the Parties with respect to the subject matter of this Service Agreement, including without limitation any prior confidentiality or non-disclosure agreement between the Parties regarding the purchase and sale of Spectrum Services. Spectrum may change or modify the Terms of Service at any time by posting revised Terms of Service to the Spectrum website at <https://enterprise.spectrum.com/> or such other URL as Spectrum may specify from time to time (the "Spectrum Website"). The revisions to the Terms of Service are effective upon posting to the Spectrum Website. Customer may receive notice of any revisions to the Terms of Service by email or in the next applicable invoice. Customer shall have thirty (30) calendar days from the date of the notice to provide Spectrum with written notice that the revisions to the Terms of Service materially and adversely affect Customer's use of the Services. If after notice Spectrum is able to verify such material adverse effect, but is unable to reasonably mitigate the impact on such Services, then Customer may terminate the impacted Services and Service Order(s) without further obligation to Spectrum beyond the termination date, including Termination Charges, if any, as its sole and exclusive remedy. Customer should also consult Spectrum's website <https://enterprise.spectrum.com/> to be sure Customer is aware of Spectrum's Acceptable Use Policies, Network Management Practices, applicable tariffs and price guides, and other policies or practices that are applicable to Customer's use of the Services (collectively "Policies"). Customer's use of the Services shall be deemed acknowledgment that Customer has read and agreed to Spectrum's Policies as a part of this Service Agreement.

- (b) Signatures: Electronic Transactions. This Service Agreement may be executed in one or more counterparts, each of which is an original, but together constituting one and the same instrument. Execution of a facsimile or other electronic copy will have the same force and effect as execution of an original, and a facsimile or electronic signature will be deemed an original and valid signature. The Parties agree to conduct business using electronic means including using electronic records and electronic signatures, except as provided with respect to notices in Section 21.
- (c) Order of Precedence. Each Service shall be provisioned pursuant to the terms and conditions of this Service Agreement. In the event that Spectrum permits Customer to use its own standard purchase order form to order the Service, the Parties hereby acknowledge and agree that the terms and conditions hereof shall prevail notwithstanding any variance with the terms and conditions of any purchase order submitted by Customer, and any different or additional terms contained in such purchase order shall have no force or effect. To the extent that the terms of the Service Agreement or any Service Order are inconsistent with the terms of any applicable tariff, the tariff shall control. To the extent that the terms of any Service Order are inconsistent with the terms of these Terms of Service, the Terms of Service shall control, excluding pricing discounts, nonrecurring fees, or order fulfillment timing terms to the extent permissible under applicable law set forth in the Service Order that shall control.
- (d) No Assignment or Transfer. Customer may not assign or transfer (directly or indirectly by any means, including by operation of law or otherwise) this Service Agreement and the associated Service Order(s), or their rights or obligations hereunder to any other entity without first obtaining consent from Spectrum, and any assignment or transfer in violation of this Section shall be null and void. Spectrum may assign its rights and obligations under this Service Agreement, in whole or in part, and any Service Order(s) to affiliates controlling, controlled by or under common control with Spectrum, or to its successor-in-interest if Spectrum sells some or all of the underlying communications system(s) without the prior approval of or notice to Customer. Customer understands and agrees that, regardless of any such assignment, the rights and obligations of Spectrum in the Service Agreement may accrue to, or be fulfilled by, any affiliate, as well as by Spectrum or its subcontractors.
- (e) Severability. If any term, covenant, condition or portion of this Service Agreement shall, to any extent, be held to be invalid or unenforceable, the remainder of this Service Agreement shall not be affected and each remaining term, covenant or condition shall be valid and enforceable to the fullest extent permitted by law as nearly as possible to reflect the original intentions of the Parties.
- (f) Force Majeure. Notwithstanding anything to the contrary in the Service Agreement, neither Party shall be liable to the other for any delay, inconvenience, loss, liability or damage resulting from any failure or interruption of Services, directly or indirectly caused by circumstances beyond such Party's control, including but not limited to denial of use of poles or other facilities of a utility company, labor disputes, acts of war or terrorism, criminal, illegal or unlawful acts, weather, fire, flood, natural causes, mechanical or power failures, fiber cuts, governmental acts or any order, law or ordinance in any way restricting the operation of the Services (each a "Force Majeure Event"). Changes in economic, business, or competitive conditions shall not be considered a Force Majeure Event.
- (g) Governing Law; Claims Limitation; Waiver of Jury Trial. The law of the state of New York shall govern the construction, interpretation, and performance of this Service Agreement, except that any conflicts-of-law principles of such state that would result in the application of the law of another jurisdiction shall be disregarded. Any legal action brought under or in connection with the subject matter of the Service Agreement shall be brought only in the United States District Court for the Southern District of New York or, if such court would not have jurisdiction over the matter, then only in a New York State court sitting in the Borough of Manhattan, City of New York. Each party submits to the exclusive jurisdiction of these courts and agrees not to commence any legal action under or in connection with the subject matter of the Service Agreement in any other court or forum. Each Party waives any objection to the laying of the venue of any legal action brought under or in connection with the subject matter of the Service Agreement in the Federal or state courts sitting in the Borough of Manhattan, City of New York, and agrees not to plead or claim in such courts that any such action has been brought in an inconvenient forum. Any claim that Customer wishes to assert under the Service Agreement must be initiated not later than one (1) year after the claim arose. IN ANY AND ALL CONTROVERSIES OR CLAIMS ARISING OUT OF OR RELATING TO THIS SERVICE AGREEMENT, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH THEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, CUSTOMER AND SPECTRUM EACH HEREBY WAIVES ITS RIGHT, IF ANY, TO TRIAL BY JURY.
- (h) No Third Party Beneficiaries. The terms of this Service Agreement and the Parties' respective performance of obligations as described are not intended to benefit any person or entity not a Party to this Service Agreement, and the consideration provided by each Party

hereunder only runs to the respective Parties, and that no person or entity not a Party to this Service Agreement shall have any rights hereunder nor the right to require performance of obligations by either of the Parties.

- (i) Waiver. Except as otherwise provided herein, the failure of Spectrum to enforce any provision of this Service Agreement shall not constitute or be construed as a waiver of such provision or of the right to enforce such provision. To be legally binding on Spectrum, any waiver must be in writing.
- (j) Remedies Cumulative and Nonexclusive. Unless stated otherwise herein, all rights and remedies of the Parties under this Service Agreement shall be cumulative, nonexclusive and in addition to, but not in lieu of, any other rights or remedies available to the Parties whether provided by law, in equity, by statute or otherwise. The exercise of any right or remedy does not preclude the exercise of any other rights or remedies.

Attachment A

Spectrum Business TV and Enterprise TV Service (collectively, “TV Service”)

Spectrum Business TV Service: Spectrum Business TV Service includes television programming services, including the package of channels and music programming as designated in a Service Order. Customer must notify Spectrum if Customer’s use of the Service will be for private or public viewing. If specified in the Service Order, Spectrum will provide to private-view Customers premium programming such as HBO, Showtime, TMC, Cinemax, STARZ, Encore, or Epix, or Customer premise equipment such as DVRs (collectively, “Premium Services”).

Spectrum Enterprise TV Service: Spectrum Enterprise shall provide the customized multi-channel video programming service (“Enterprise TV Service”) to Customer’s Service Location(s) identified in a Service Order. Enterprise TV Service includes Government TV, Healthcare TV, Hospitality TV, and Education/University TV. Enterprise TV Service includes the channel line-up and those premium and other pay-per-view, video-on-demand, or any visual content as mutually agreed upon in the Service Order. If specified in the Service Order, Spectrum will provide Premium Services to Customer.

1. **Music Programming.** Customer is responsible for and must secure any music rights and/or pay applicable fees required by the American Society of Composers, Authors & Publishers, Broadcast Music, Inc., and SESAC, Inc. or their respective successors, and any other entity, person or governmental authority from which a license is necessary or appropriate relating to Customer’s transmission, retransmission, communication, distribution, performance or other use of the Services. Customer shall not, and shall not authorize or permit any other person to, do any of the following unless Customer has obtained a then-current music license permitting such activity: (i) charge a cover charge or admission fee to any Service Location(s) at the time the TV Service is being displayed or are to be displayed; or (ii) permit dancing, skating or other similar forms of entertainment or physical activity in conjunction with the performance of the TV Service.
2. **Spectrum Equipment.** Spectrum owns and shall at all times have the exclusive right to access, control, maintain, upgrade, use and operate its TV Service, Network, and Spectrum Equipment, except for (i) any video display terminals (“Connections”) or inside wiring owned and maintained by Customer or a third party, and (ii) any conduit, risers, raceways or other spaces where the Network or Spectrum Equipment is located that are owned by Customer or a third party, in which case (as between Customer and Spectrum) Customer shall own such items and Customer hereby grants to Spectrum the non-exclusive right to access and use such space during the Order Term as provided in the Service Agreement. The inside wiring and Connections shall be provided and installed by Customer, at its sole expense, in consultation with Spectrum and any specifications provided by Spectrum to Customer in writing. Spectrum shall not be responsible for an outage that may be due to a fault or failure with respect to any inside wiring, Connections or any systems, equipment or facilities of Customer or any third party, including but not limited to, instances where such outage is due to the Customer’s failure to promptly provide Spectrum with access to the Service Location to inspect, monitor, repair, and/or replace the TV Service or Spectrum Equipment. If changes in technology require the use of specialized equipment to continue to receive Spectrum Business TV Service, Spectrum shall provide such Spectrum Equipment, and Customer shall pay for such Spectrum Equipment at the same rate charged by Spectrum to commercial customers in the same service area as the Service Location.
3. **Provision of Service.** Spectrum may, in its discretion, preempt, rearrange, delete, add, discontinue, modify or otherwise change any or all of the advertised programming comprising, packaging of, channel line-ups applicable to, and/or distribution of its TV Service. Spectrum may make certain TV Service available via mobile applications or third party hardware to Customer and its End Users, which may be subject to additional terms and conditions.
4. **Restrictions.** Customer shall take all necessary precautions to ensure that the TV Service is received only by authorized parties, and that no part of the TV Service is received at any other location, including but not limited to locations where an admission fee, cover charge, minimum or like sum is charged. Customer shall not and shall not authorize or permit any other person to (i) copy, record, dub, duplicate, alter, make or manufacture any recordings or other reproductions of the TV Service (or any part thereof); (ii) transmit the TV Service by any television or radio broadcast or by any other means or use the TV Service outside the Service Location; (iii) move the TV Service to another location after installation; or (iv) insert any commercial announcements into the TV Service or interrupt any performance of the TV Service for the making of any commercial announcements. Customer acknowledges that such duplication, reproduction or transmission may subject Customer to criminal penalties and/or civil liability and damages under applicable copyright and/or trademark laws. TV Service is available for use at commercial establishments and other non-residential buildings (such as a bar, restaurant, hospital, or commercial building). In commercial establishments with public viewing, only the TV Service lineup(s) that is approved for public viewing may be used. Customer may not order or request pay-per-view (PPV) programming for receipt, exhibition or taping in a commercial establishment; or exhibit nor assist in the exhibition of PPV programming in a commercial establishment unless explicitly authorized to do so by agreement with an authorized program provider and subject to Spectrum’s prior written consent.
5. **Service Inspection.** Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Location at periodic intervals as needed to ascertain, among other things, the number of television outlets receiving the TV Service, verify the estimated viewing occupancy, or . If any Spectrum inspection reveals that Customer’s usage of the TV Service exceeds Customer’s rights under the Service Agreement or Service Order and without abrogating or otherwise affecting Spectrum’s right to

consider such activity a breach of the Service Agreement, Customer shall pay Spectrum an amount equal to one and a half times the MRCs that would have been due for such excessive usage as liquidated damages and not as a penalty. In addition, Customer shall either discontinue any excess usage or thereafter continue to pay the applicable MRCs for such additional usage or Spectrum may, in its discretion, suspend or disconnect a TV Service .

6. Noninterference. Customer shall not interfere with, alter or substitute any of the programs, information or content offered as part of the TV Service, which are transmitted over any of the channels provided hereunder without the prior written consent of Spectrum. Under no circumstances shall Customer have any right to encode, alter, reformat, delete or otherwise modify the TV Service, including without limitation delivery method and any programming contained within the TV Service, without the express written consent of Spectrum. The limitations of this paragraph shall not apply to formatting of programming for Enterprise TV Service as agreed by Spectrum and Customer.
7. Charges. Notwithstanding anything to the contrary in the Service Agreement, the MRCs set forth in a Service Order for TV Service: (i) do not include applicable taxes, regulatory fees, franchise fees or public access fees; and (ii) are subject to change in accordance with commercial rate increases applied to commercial customers.

Customer's use of the Enterprise TV Service is subject to the following additional terms and conditions:

8. End User Support. Customer shall provide all first level contact and support to its authorized users relating to the Network, Spectrum Equipment, Connections, Customer-provided equipment, and Enterprise TV Service. In the event of any disruption, failure, or degradation of the Enterprise TV Service lasting for twenty-four (24) consecutive hours or more, Customer shall use all reasonable efforts to diagnose the cause of the Enterprise TV Service impacting event. If the Enterprise TV Service impacting event is reasonably determined to be caused by the signal delivered by Spectrum, Customer shall contact the designated Spectrum technical support contact for resolution.
9. Set Back Box. Customer's use of the Set Back Box Product ("SBB") available as part of the Enterprise TV Service (the "SBB Offering") is subject to the following additional terms and conditions:
 - A. Notwithstanding Section 2 above, Spectrum shall install and program all Connections for the SBB Offering. Customer shall ensure the availability of Connections that are compatible with the SBB Offering including, without limitation, the provision and use of appropriate tuners and Connections having HDTV compatibility.
 - B. If Customer desires for the front desk portal and the TV user interface associated with the SBB Offering to be co-branded (with Spectrum's and Customer's brands), then Customer shall provide Spectrum Enterprise a copy of Customer's logo in accordance with Spectrum's technical specifications and hereby grants Spectrum a right and license to use such logo for purposes of such co-branding.
10. SpectrumU Service. SpectrumU is an online video service accessible via an Internet browser or through a mobile device application (the "SpectrumU TV App") that permits authorized users to stream video content over-the-top while connected to Customer's Wi-Fi network (the "SpectrumU Service").
 - A. Customer is not required to purchase Internet or Wi-Fi service from Spectrum in order to purchase or use the SpectrumU Service. Many factors affect the quality of service experienced by Customer and its authorized users, including without limitation, the quality of the Internet and Wi-Fi service provided by Customer, events impacting the Customer's Wi-Fi network such as network service attacks, and the authorized user's device.
 - B. Customer acknowledges that Spectrum requires Customer's authorized users to accept separate end user license terms when downloading the SpectrumU TV App.
 - C. Spectrum may require that authorized users update the SpectrumU TV App from time-to-time in order to continue to use the SpectrumU Service via the SpectrumU TV App.

Attachment B Spectrum Business Voice Service, PRI/SIP Trunking Service (collectively "Voice Services")

Spectrum Hosted Voice, Hosted Voice for Hospitality, Hosted Call Center, and Unified Communications (collectively, "Hosted Communications Services")

DESCRIPTION OF SERVICES:

Voice Services:

Spectrum Business Voice Service: If Customer selects to receive Spectrum Business Voice Service, Customer will receive voice service consisting of one or more lines or connections and a variety of features, as described more fully in the applicable Service Order and price guide.

SIP Trunking Service: If Customer selects to receive the SIP Trunking Service, Customer will receive voice and call processing services via eight or more concurrent call paths using a Session Initiation Protocol ("SIP") connection to the Customer's private branch exchange (including any non-Spectrum switch, collectively, "PBX") or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

PRI Service: If Customer selects to receive PRI Service, Customer will receive voice and call processing services via a full (23B+1D channel) or fractional (12B+1D channel) Primary Rate Interface ("PRI") connection to Customer's PBX or other Customer Equipment, and a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Communications Services:

Spectrum Hosted Voice Service: If Customer selects to receive Hosted Voice Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance.

Spectrum Hosted Voice for Hospitality Service: If Customer selects to receive Hosted Voice for Hospitality Service delivered over fiber or coax, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance. Customer may also receive Property Management System integration and other services, including a variety of features, as described more fully in the applicable Service Order.

Spectrum Hosted Call Center: If Customer selects to receive Spectrum Hosted Call Center Service, Customer will receive a combination of (i) voice service consisting of one or more telephone lines, (ii) a variety of features, and (iii) voice service technical assistance, as described more fully in the applicable Service Order.

Unified Communications Service: If Customer selects to receive Unified Communications Service features that are added onto a Spectrum Hosted Communications Service, Customer will receive a combination of (i) instant messaging and presence service, (ii) video calling service, (iii) desktop sharing service, and (iv) web collaboration service, as described more fully in the applicable Service Order. Unified Communications Services are available in personal computer and mobile phone or tablet application formats where features, functionalities, and capabilities will differ based on the device used to access the Unified Communications Service. Changes made to either the features, functionalities, or capabilities, or to the application user interface formats shall be in Spectrum's sole discretion.

COMMUNICATIONS SERVICES TERMS AND CONDITIONS:

Customer's use of the Voice Services and Hosted Communications Services (collectively, "Communications Service") is subject to the following additional terms and conditions:

1. Availability of Facilities and Service Modifications:

- a. Services and associated products, facilities, equipment, features and functions will be available in accordance with the terms of this Attachment, where technically and operationally feasible. The quantity of business lines for each Service Location is dependent on the technical feasibility at that specific location. Additional construction and facilities may be required to provide requested Communications Services at Customer's expense. Customer must pay for any special construction prior to the activation of service and/or cancellation of contract.
- b. Spectrum is not obligated to provide Communications Services if Customer intends to or uses the Communications Services (i) to interfere with or impair any service over any facilities and associated Spectrum Equipment or impair the privacy of any communications over such facilities and associated Spectrum Equipment; (ii) to sell, resell, sublease, assign, license, sublicense, share, provide, or otherwise utilize in conjunction with a third party (including, without limitation, in any joint venture

or as part of any outsourcing activity) the Communications Services or any component or combination thereof; or (iii) in any manner that results in non-standard calling patterns or practices, including but not limited to, use of the Communications Service for high-volume auto-dialing, continuous or extensive call forwarding, high-volume telemarketing (including, without limitation, charitable or political solicitation or polling), fax or voicemail broadcasting for services with unlimited local and long distance calling plans, and PBX hacking or modem hijacking resulting in excessive usage of long distance service (collectively, "Prohibited Use"). In addition, Prohibited Use shall include augmentation of the Communications Service or Communications Service features, in any way as to change the functionality of the Communications Service or its component features in any manner that is inconsistent with standard commercial calling patterns and practices or the terms of this Service Agreement. Such non-standard calling patterns and practices include, but are not limited to, use of three-way calling, or call forwarding, that results in unusually high traffic volumes or excessive long distance usage. A non-standard calling pattern may also include, when Customer's long distance calling minutes from (i) calls terminating to Alaska, (ii) calls terminating to Guam, (iii) calls terminating to a conference calling service operating in areas with high carrier access rates (e.g., rates that carriers pay one another for network use), or (iv) calls terminating to a chat line service, in the aggregate exceed ten percent (10%) of Customer's total long distance minutes in any one-month billing cycle.

- c. Spectrum may, from time to time, offer additional Communications Service features or functionality, or discontinue certain Communications Service features or functionality. Information about these features or functions will be available at <http://enterprise.spectrum.com/> or <http://business.spectrum.com/> or in the applicable price guide at www.spectrum.com, under "Customer Disclosures." These additional Communications Services, features or functions may be subject to additional specific terms and conditions, and may be subject to change at any time by Spectrum.

2. Customer-Premise Equipment: Communications Services may require Customer-premise equipment. If required, Spectrum will supply such equipment for so long as Customer remains a Communications Service Customer. Depending on the Communications Service plan, there may be a monthly charge for the equipment. Upon termination of Communications Service for any reason, Customer shall return the Spectrum-supplied equipment within thirty (30) days or Customer will be charged an equipment fee equal to the fee charged by Spectrum at the time the equipment was supplied by Spectrum. An exception to this return policy is when the equipment is also supporting Internet service, in which case Customer may continue to use the equipment until such time as Internet is no longer provided or Spectrum requests a substitution of the equipment.

3. Communications Service Limitations:

- a. Unavailable Services; Call Blocking and Fraud. Spectrum does not offer or provide certain operator-assisted services such as dial around services (10-10-XXX), pay services, and third-party billing. Spectrum blocks access to calls with 900 and 976 area codes and to international chat lines. In addition, Spectrum will initiate toll blocking if Customer's excessive use of any toll has surpassed the threshold set by Spectrum and/or Customer's account is delinquent. Notwithstanding any other provision of the Service Agreement or this Attachment, Spectrum may block calls which (i) are made to certain countries, cities, or central office exchanges, or (ii) use certain authorization codes, as Spectrum, in its sole discretion, deems reasonably necessary to prevent unlawful or fraudulent use of Communications Services.

- b. Service Outages. Communications Service modems are electrically powered and will not work in a power outage or if the required broadband connection is disrupted or not operating. In the event of power outages, the modem, including all phones and Services connected to or powered by it, will not work. Power outages will disrupt Enhanced 911 ("E911") service and the use of Communications Service as the connection between a security system and central monitoring services. Spectrum may supply Customer with a battery backup for use in the event of a non-network related outage. COMMUNICATIONS SERVICE DOES NOT HAVE ITS OWN POWER SUPPLY. IF THERE IS A POWER OUTAGE, OR IF THERE IS A DISRUPTION TO THE SPECTRUM NETWORK OR FACILITIES, COMMUNICATIONS SERVICE WILL NOT WORK. CUSTOMER ACKNOWLEDGES THAT IN SUCH CASES IT WILL NOT BE POSSIBLE TO PLACE OR RECEIVE CALLS INCLUDING CALLS TO ACCESS EMERGENCY 911 SERVICES.

- c. Security Systems. Although Spectrum will supply a connection that will allow the operation of Customer's existing security system, Spectrum does not guarantee that any such system will be in complete operational order following the installation of Communications Service. As such, it is Customer's obligation to contact their security system provider to inform them of the Communications Services installation, and any change in phone number, and to request a complete operational test of their system immediately following installation of the Communications Services. In addition, it is Customer's responsibility to test their system on a regular basis. Spectrum does not represent that Service is fail-safe. Customer is solely responsible for obtaining such testing, ensuring that such testing is completed in a timely manner, and confirming that the security system and any related Customer Equipment at the Service Location connected to the Communications Service operate properly. Customer is solely responsible for any and all costs associated with this activity. In addition, Spectrum prohibits the use of Communications Service as the connection between medical alert systems and a central monitoring station, and will neither connect to such services nor provide technical support for the connection.

4. Use of Services. Customer is solely responsible for: (i) prevention of Prohibited Use and unauthorized, unlawful, or fraudulent use of, or access to, Communications Services, which use or access is expressly prohibited; and (ii) administration and non-disclosure of any authorization codes provided by Spectrum to Customer. Spectrum may require Customer to immediately shut down its

transmission of signals if Spectrum concludes, in its sole discretion, that such transmission is a Prohibited Use or causing interference to other customers or with other transmissions generally.

- a. Spectrum reserves the right (i) to refuse to provide, discontinue, or temporarily suspend Communications Services to or from a Service Location where the necessary facilities or equipment are not available under terms and conditions reasonably acceptable to Spectrum, or (ii) to limit or block Communications Services to and from any Service Location or the use of any authorization code, without any liability whatsoever, in the event that Spectrum detects or reasonably suspects either (a) Prohibited Use or fraudulent, or unlawful use of the Communications Services, or use of the Communications Service in violation of the Service Agreement or this Attachment, or (b) consumption of Communications Services in excess of the credit limit (if any).
 - b. Customer is responsible for (i) securing its Customer Equipment against placement of fraudulent calls, and (ii) ensuring that Customer Equipment is not being used for any Prohibited Use or fraudulent use or access with Communications Services. Customer shall be responsible for payment of all applicable charges for Communications Services and charged to Customer's accounts, even where those calls are originated by fraudulent means either from Customer's Service Location or from remote locations. Spectrum is not liable for any damages, including toll usage charges, Customer may incur as a result of the unauthorized use of its telephone facilities. This unauthorized use of Customer's facilities includes, but is not limited to, the placement of calls from the Service Location, and the placement of calls through Customer Equipment that are transmitted or carried on Spectrum's Network. Customer shall ensure that all uses by Customer, whether authorized by Customer or not, of the Spectrum Equipment or the Communications Services installed at the Service Location comply with all applicable laws, rules, regulations, and the Service Agreement (including this Attachment).
 - c. Spectrum has the right to limit the Communications Service to reasonable quantities of minutes and messages used or consumed by Customer to prevent Prohibited Use and to maintain a high level of service for other Spectrum customers.
5. Access to Telecommunications Relay Communications Service: Telecommunications Relay Service ("TRS") enables deaf, hard-of-hearing or speech-impaired persons who use a Text Telephone or Caption Telephone (collectively, "TDD") or similar devices to communicate with the hearing population not using TDD. It also allows the hearing population not using a TT to communicate with deaf, hard-of-hearing or speech-impaired persons who do use a TDD. Customer will be able to access the state provider to complete such calls by either dialing the applicable telephone number directly or by dialing the number 711, where available. Spectrum may bill Customer a monthly surcharge in order to fund the TRS system.
6. 911 Services:
- a. CUSTOMER ACKNOWLEDGES THAT THE VOICE-ENABLED FIBER CONNECTION, CABLE MODEM, INTEGRATED ACCESS DEVICE ("IAD") OR OTHER SPECTRUM EQUIPMENT USED TO PROVIDE COMMUNICATIONS SERVICE ARE ELECTRICALLY POWERED AND THAT COMMUNICATIONS SERVICE, INCLUDING THE ABILITY TO ACCESS 911 AND E911 SERVICES AND ALARM, SECURITY, AND OTHER MONITORING SERVICES, MAY NOT OPERATE IN THE EVENT OF AN ELECTRICAL POWER OUTAGE, A SPECTRUM NETWORK SERVICE INTERRUPTION, OR A THIRD-PARTY NETWORK SERVICE INTERRUPTION IF THE COMMUNICATIONS SERVICE IS PROVIDED AS AN OVER-THE-TOP OR OFF-NET (TYPE II) SERVICE USING A THIRD PARTY'S NETWORK. CUSTOMER ALSO ACKNOWLEDGES THAT, IN THE EVENT OF A POWER OUTAGE AT A SERVICE LOCATION, ANY BACK-UP POWER SUPPLY PROVIDED WITH A SPECTRUM-PROVIDED VOICE-ENABLED CABLE MODEM, IAD, OR OTHER SPECTRUM EQUIPMENT USED IN DELIVERING THE COMMUNICATIONS SERVICE MAY ENABLE SERVICE FOR A LIMITED PERIOD OF TIME OR NOT AT ALL, DEPENDING ON THE CIRCUMSTANCES, AND THAT THE USE OF A BACK-UP POWER SUPPLY DOES NOT ENSURE THAT COMMUNICATIONS SERVICE WILL BE AVAILABLE IN ALL CIRCUMSTANCES. CUSTOMER SHALL ADVISE EVERY END USER OF COMMUNICATIONS SERVICE THAT SPECTRUM VOICE-ENABLED CUSTOMER EQUIPMENT IS ELECTRICALLY POWERED AND, IN THE EVENT OF A POWER OUTAGE OR SPECTRUM NETWORK SERVICE INTERRUPTION, COMMUNICATIONS SERVICE AND 911 OR E911 MAY NOT BE AVAILABLE. CUSTOMER SHALL DISTRIBUTE TO ALL END USERS OF COMMUNICATIONS SERVICE LABELS/STICKERS (TO BE SUPPLIED BY SPECTRUM) AND INSTRUCT ALL END USERS OF COMMUNICATIONS SERVICE TO PLACE THEM ON OR NEAR THE EQUIPMENT USED IN CONJUNCTION WITH THE COMMUNICATIONS SERVICE.
 - b. Customer is not permitted to move Spectrum Equipment from the Service Location in which it has been installed. If Customer moves any of the voice-enabled cable modem, IAD, or other Spectrum Equipment to an address other than the Service Location identified on the Service Order, calls from the modem, IAD, or other Spectrum Equipment to E911 will appear to E911 emergency service operators to be coming from the Service Location identified on the Service Order and not the new address. Customer shall be solely responsible for directing emergency personnel at the customer premises at each Service Location.
 - c. Customer will be notified by Spectrum as to whether the Communications Service to which Customer subscribes includes the capability to support E911 service from multiple locations or from a location other than the Service Location. Customer agrees that Spectrum will not be responsible for any losses or damages arising as a result of the unavailability of Communications Service, including the inability to reach 911 or other emergency services, the inability to contact a security system or other monitoring service provider or any failure or fault relating to Customer Equipment, facilities or services, the use of third-party enterprise 911 solutions, or Customer's attempt to access Communications Service from a remote location.

- d. In some geographic areas, Communications Service does not provide the capability to support E911 service from any location other than the Service Location. In those areas, if Customer intends to assign telephone numbers to one or more locations other than the Service Location, Customer shall obtain from the incumbent LEC, a competitive LEC, or Spectrum a local telephone line or lines and ensure that (i) the address(es) associated with the additional location(s) are loaded into the 911 database by the provider of the local telephone line(s) such that 911 calls will deliver to the 911 answering point the actual location and address of the 911 caller and (ii) all 911 calls originated from the additional location(s) are transported and delivered over those local telephone lines. IN SUCH AREAS, CUSTOMER AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS SPECTRUM, ITS AFFILIATES, ITS SERVICE PROVIDERS AND SUPPLIERS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, FROM AND AGAINST THIRD PARTY CLAIMS, LIABILITIES, DAMAGES AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' AND OTHER PROFESSIONALS' FEES, ARISING OUT OF OR RELATING TO 911 CALLS MADE BY END USERS OF THE COMMUNICATIONS SERVICE FROM LOCATIONS OTHER THAN THE SERVICE LOCATION.
- e. Customer shall not use the Communications Services, or allow the Communications Services to be used, (i) to provide 911 or E911 services; (ii) route 911 or E911 traffic to any public safety answering point, statewide default answering point, or appropriate local emergency authority or emergency responders; or (iii) for any automatic location information services related to E911 or in any other manner that would cause, or be likely to cause, Spectrum to qualify as a "Covered Service Provider" as defined in 47 C.F.R. §12.4 or any successor provision of the rules of the Federal Communication Commission. Any breach of this provision shall constitute a material breach of the Service Agreement.
- f. CUSTOMER ACKNOWLEDGES THAT SPECTRUM'S "ANYWHERE CONNECT" OR OTHER SOFTPHONE SOFTWARE OR APPLICATIONS (COLLECTIVELY "SOFTPHONE APPLICATIONS") ARE NOT A REPLACEMENT FOR MOBILE OR FIXED LINE VOICE SERVICES. SOFTPHONE APPLICATIONS DO NOT PERMIT END USERS TO MAKE 911 OR OTHER EMERGENCY CALLS. CUSTOMER SHALL PROVIDE ALTERNATIVE COMMUNICATION OPTIONS TO ENABLE END USERS TO MAKE 911 AND OTHER EMERGENCY CALLS WHEN USING SPECTRUM'S SOFTPHONE APPLICATIONS.
7. Custom Caller-ID (Voice Services only): If Customer activates Custom Caller ID for Trunks, which permits a customer to define the telephone number that Spectrum makes available to call recipients for Caller ID purposes, the telephone number chosen must be active and assigned to Customer. Custom Caller ID for Trunks may be used only where Customer employs a Customer Equipment solution that ensures that 911 and other emergency calls placed by an end user are routed to an appropriate public safety answering point or other responding agency based on the caller's location, in a manner consistent with applicable law. If Customer activates Custom Caller ID, they must configure their PBX to out-pulse a telephone number that is active in their Spectrum account and accurately identifies the Service Location for all outbound emergency 911 calls to be handled by that PBX. By activating Custom Caller ID for Trunks, Customer represents and warrants that it employs such a Customer Equipment solution and agrees to continue using such a solution until Customer discontinues its use of Custom Caller ID for Trunks. Telemarketers or other entities using Custom Caller ID for Trunks must comply with applicable federal and state laws, including obligations requiring identification of: (i) the telemarketer or the party on whose behalf the telemarketing call is made and (ii) the calling party's number ("CPN"), automatic number identification ("ANI"), or customer service number of the party on whose behalf the telemarketing call is made. The use of substitute or fictitious CPN, ANI, or other calling party information is prohibited. Custom Caller ID for Trunks may not be used by any person or entity in connection with any unlawful purpose.
8. Access: Customer agrees to provide Spectrum and its authorized agents with access to Customer's internal telephone or local area network wiring at the network interface device or at some other minimum point of entry in order to facilitate the installation and operation of Communications Service over existing wiring. Customer hereby authorizes Spectrum to make any requests to Customer's landlord, building owner and/or building manager, as appropriate, and to make any requests to other or prior communications service providers, as necessary and appropriate, to ensure that Spectrum has all access to inside wiring and cabling necessary and sufficient to efficiently and securely install Communications Service and all related Spectrum Equipment. The agents and employees of Spectrum shall have the right to enter the Service Location at any reasonable hour for the purpose of installing, inspecting, maintaining or repairing Spectrum Equipment, instruments and/or lines, or upon termination of the Communications Service, for the purpose of removing such Spectrum Equipment, instruments and/or lines.
9. Exclusively for Businesses: Communications Services are offered to businesses only and are not available for residential use.
10. Customer Equipment: Spectrum's obligation is to provide Communications Services to the customer-accessible interface device or equipment installed by Spectrum at the Spectrum Network Demarcation Point at the Service Location. The "Demarcation Point" is the point of interconnection between the Spectrum Equipment or other facilities and the wiring at the Service Location. Customer is responsible for ensuring that all such Customer Equipment conforms to the Federal Communications Commission's requirements set forth in Part 68 of the Code of Federal Regulations (as amended), and Spectrum may discontinue the provision of Communications Services to any location where Customer Equipment fails to conform to such regulations. Customer shall be solely responsible for satisfying all legal requirements for interconnecting Customer-provided terminal equipment or communications systems with other provider's facilities, including, without limitation, application for all licenses, permits, rights-of-way, and other arrangements necessary for such interconnection. Satisfaction of all legal requirements, any interface equipment or any other facilities necessary to interconnect the facilities of Spectrum and other providers must be provided at Customer's sole expense.

11. **CPNI:** Information relating to Customer calling details ("Calling Details"), including the quantity, configuration, type, destination and amount of Communications Service usage by Customer, and information contained in Customer's bills (collectively, "Customer Proprietary Network Information" or "CPNI"), that is obtained by Spectrum pursuant to its provision of Communications Service will be protected by Spectrum as described herein, in the Privacy Policy and in accordance with applicable federal and state requirements. Notwithstanding the foregoing, the following shall not be CPNI: (i) Customer's directory listing information, and (ii) aggregated and/or compiled information that does not contain Customer-specific references, even if CPNI was used as a basis for such information.
- Spectrum may use and disclose Calling Details and CPNI when required by applicable law. Spectrum may use Calling Details and CPNI and share (including via email) Calling Details and CPNI with its partners and contractors, as well as with Customer's employees and representatives, without Customer consent: (i) to provide services and bills to Customer; (ii) pursuant to applicable law; (iii) to protect the interests of Spectrum, Customer and related parties in preventing fraud, theft of services, abuse, harassment and misuse of telephone services; (iv) to protect the security and integrity of Spectrum Network systems; and (v) to market additional Spectrum services to Customer that are of the same category as the services that Customer purchases from Spectrum.
 - Spectrum will obtain Customer's consent before using Calling Details or CPNI to market to Customer Spectrum services that are not within the categories of Services that Customer purchases from Spectrum. Customer agrees that Spectrum will not be liable for any losses or damages arising as a result of disclosure of Calling Details or CPNI in accordance with the terms of this Attachment.
 - Spectrum will respond to Customer requests for Customer Calling Details only in compliance with Spectrum's then-current authentication requirements and applicable law. Such authentication requirements may require Customer to obtain a secure password, which may be required for both online and telephone requests for Calling Details. Spectrum will notify Customer of any requests to change account passwords, activate online account access and change Customer's account address of record. Spectrum may provide such notice by voicemail, by email or by regular mail to Customer's prior account address of record.
 - Customer may identify a person or persons who are authorized to request Calling Details by executing an Agency Letter provided by Spectrum upon request. Customer is responsible for: (i) ensuring that Spectrum receives timely notice of any changes to the list of authorized individuals identified in the Agency Letter. Spectrum will not be liable to Customer for any disclosure of Calling Details (including CPNI) that occurs if Spectrum has complied with the Agency Letter.
12. **Directory Listings:** Spectrum will facilitate the inclusion of its business customers in alphabetical white and yellow pages directories and/or electronic compilations, as requested and available in Spectrum's service area. These listings are intended as a resource for interested parties who can use them to find the telephone numbers of Spectrum customers who subscribe to Communications Services. Spectrum, in its sole discretion, may limit the length of any listing in a directory or electronic compilation by abbreviating the listing. Listings may be subject to additional rules and restrictions. Toll free and private number service may be available to Customer for an additional charge. A listing may be omitted from a directory or electronic compilation upon Customer's request.

IN THE EVENT THAT A MATERIAL ERROR OR OMISSION IN CUSTOMER'S DIRECTORY LISTING INFORMATION, REGARDLESS OF FORM, IS CAUSED BY SPECTRUM, CUSTOMER'S SOLE AND EXCLUSIVE REMEDY SHALL BE A SERVICE CREDIT IN AN AMOUNT SET BY SPECTRUM'S THEN-CURRENT STANDARD POLICIES OR AS PRESCRIBED BY APPLICABLE REGULATORY REQUIREMENTS, IF ANY. SPECTRUM SHALL HAVE NO OTHER LIABILITY FOR ANY ERROR OR OMISSION IN ANY DIRECTORY LISTING INFORMATION.

13. **Minute Packages:** If a minutes of use ("MOU") package is exceeded, additional minutes will be charged at the standard domestic long distance rates listed at <http://enterprise.spectrum.com> (or successor URL).
14. **Number Porting:** Upon submission of a Service Order, Customer may port a telephone number within the rate center for its particular Service Location to Spectrum for use with Communications Services. Customer represents and warrants that it has all necessary rights and authority for any porting request, will provide copies of letters of authority authorizing the same upon request, AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SPECTRUM AND ITS AFFILIATES FROM ANY THIRD-PARTY CLAIM RELATED TO OR ARISING OUT OF ANY PORTING REQUEST. Spectrum shall coordinate telephone number porting with Customer's former local service provider ("FLSP") using the operational process for coordinating telephone number porting as prescribed by the appropriate regulatory authority.

Spectrum may receive requests to port a telephone number currently assigned to Customer to a third-party service provider. Customer agrees that until such time as the porting process has been completed and no further traffic for any ported telephone number traverses the Spectrum Network, Customer shall remain bound by the terms of the Service Agreement and this Attachment (including, without limitation, Customer's obligation to pay for any applicable Services) for any and all traffic which remains on any Customer telephone numbers. Notwithstanding the foregoing, Customer shall notify Spectrum at least five (5) business days in advance of Customer requesting more than twenty (20) telephone numbers to be ported from Spectrum to another service provider. Customer has no property right in telephone number(s) or any other call number designations associated with the Communication Services, and Spectrum may change such numbers as deemed necessary.

15. Call Redirect: If a PRI Service, SIP Trunking Service, or Hosted Communication Service Customer elects to redirect calls to an alternate number and if the receiving telephone number is charged as domestic long distance, charges will be applied against Customer's MOU package on the account or, if exceeded, at the applicable long distance rates.
16. Fiber Internet Access Bundles: If Customer purchases a discounted bundled offering from Spectrum including a SIP Trunking Service, PRI Service, or Hosted Communications Services combined with Spectrum Fiber Internet Access, Customer must have the SIP Trunking Service, PRI Service, or Hosted Communications Service installed and billing within four months after the provisioning and turn-up of the bundled data circuit. The monthly recurring charge will revert to the non-bundled rate for the installed service if Customer fails to accept both Services within this timeframe.
17. Unified Communications Service Data: Spectrum and any third-party service provider Spectrum uses to provide Unified Communications Services may use Customer data provided to such service provider in the course of the performance of the Unified Communications Services, including but not limited to any personal data of Customer's employees ("UCS Data"), other than content transmitted by the Unified Communications Services, to (a) communicate with Spectrum or Customer, and (b) administer and/or perform this Service Agreement, any Service Order, and/or any agreement between Spectrum and such third-party service provider. Spectrum and such service provider may access or disclose UCS Data and related information, to: (i) satisfy legal requirements, comply with the law or respond to subpoenas, warrants or court orders, or (ii) act on a good faith belief that such access or disclosure is necessary to protect the personal safety of Spectrum's or such service provider's employees, customers or the public.

Attachment C Fiber Internet Access Service (“FIA Service”)

Fiber Internet Access: If Customer elects to receive the FIA Service, Spectrum shall provide Customer with a dedicated, scalable connection over a packet-based infrastructure with Internet service provider (“ISP”) peering between Customer’s data network identified on a Service Order and Spectrum’s facilities.

FIA Service, or features of FIA Service, may not be available in all service areas. Spectrum’s FIA Service is “On-Net” if it is provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third Party Services”). Third Party Services and Off-Net Services may be subject to additional terms and conditions.

Customer’s use of the FIA Service is subject to the following additional terms and conditions:

1. FIA Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the FIA Service selected by Customer on the Service Order, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
2. Bandwidth Management. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on its Network; and (b) monitor Customer’s bandwidth utilization and to limit excessive use of bandwidth (as determined by Spectrum) as Spectrum deems appropriate to efficiently manage the Spectrum Network. If Customer purchases Multi-Path FIA Service, Customer must ensure that no individual Path, circuit or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path FIA Service includes a Path, circuit or data flow that exceeds 2 Gbps, Spectrum may limit such Path, circuit or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean managed FIA Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Acceptable Use Policy. Customer shall comply with the terms of Spectrum’s Acceptable Use Policy (“AUP”) found at <http://enterprise.spectrum.com> (or the applicable successor URL) and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the Spectrum AUP.
4. Supplemental Managed Services. This subsection shall only apply if Customer purchases Spectrum’s supplemental “Managed Services.” The Managed Services may include software, firmware, and hardware components supplied by Spectrum or third parties and may be subject to additional terms and conditions. Spectrum may update the Desktop Security Service (as described in Attachment E) from time-to-time based on manufacturer-provided updates. SPECTRUM DOES NOT WARRANT THAT THE SUPPLEMENTAL MANAGED SERVICES, INCLUDING ANY SECURITY SERVICES, WILL MEET CUSTOMER’S REQUIREMENTS, ENABLE CUSTOMER TO COMPLY WITH ANY APPLICABLE LAWS, REGULATIONS, OR THIRD PARTY REQUIREMENTS, PREVENT UNAUTHORIZED ACCESS BY THIRD PARTIES, WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. CUSTOMER ACKNOWLEDGES AND AGREES THAT TRANSMISSIONS OVER THE SERVICE MAY NOT BE SECURE. CUSTOMER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO OR USE OF, WHETHER AUTHORIZED OR NOT, CUSTOMER’S OR ANY END USER’S EQUIPMENT OR ACCESS TO OR LOSS OF DATA, MATERIAL, OR TRAFFIC DURING, OR RESULTING FROM, CUSTOMER’S OR ANY END USER’S USE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, VIA SENDING OR RECEIVING, UPLOADING OR DOWNLOADING, OR OTHER TRANSMISSION OF SUCH DATA, MATERIAL, OR TRAFFIC. IN ADDITION, CUSTOMER ACKNOWLEDGES AND AGREES THAT SPECTRUM’S THIRD PARTY SERVICE PROVIDERS DO NOT MAKE ANY WARRANTIES TO CUSTOMER UNDER THIS SERVICE AGREEMENT, AND SPECTRUM DOES NOT MAKE ANY WARRANTIES ON BEHALF OF SUCH SERVICE PROVIDERS UNDER THIS SERVICE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, DATA ACCURACY OR QUIET ENJOYMENT.

Attachment D Ethernet Service (“Ethernet Service”)

Ethernet Service: Spectrum will provide Ethernet Services for Customer locations connected over coaxial and/or fiber-optic cable. Connectivity is established between two or more Customer end-points under a unique customer topology. Spectrum will install the coaxial or fiber-optic cable into each Customer site as listed in the Service Order(s). Spectrum will also supply an edge or network interface device, which is Spectrum Equipment, at each site that will be capable of receiving the Service as specified in the Service Order(s).

Spectrum’s Ethernet Services are “On-Net” if they are provided by Spectrum to Service Locations through the Spectrum Network. Spectrum may, in its discretion, provide Customer with “Off-Net” services to geographic locations that are outside of Spectrum’s service area or are not currently connected to the Spectrum Network through third party service providers. Off-Net Services may be subject to additional terms and conditions.

Customer’s use of Ethernet Service is subject to the following additional terms and conditions:

1. Spectrum’s provision of Ethernet Services is subject to availability.
2. Spectrum shall have the right to disconnect (or demand the immediate disconnection of) any Ethernet Service that degrades any service provided to other subscribers on the Spectrum Network. Spectrum shall have the right, but not the obligation, to (a) monitor traffic on the Spectrum network, in its sole discretion; and (b) monitor Customer’s bandwidth utilization as Spectrum deems appropriate to efficiently manage its Network. If Customer purchases Multi-Path Ethernet Service, Customer must ensure that no individual Path, circuit or data flow of such Service exceeds 2 Gbps (i.e. the rate of data transmission between any two MAC addresses and IP addresses). If Customer’s Multi-Path Ethernet Service includes a Path, circuit or data flow that exceeds 2 Gbps, Spectrum may limit such Path, circuit or data flow to 2 Gbps. For purposes of this Attachment, (i) “Path” shall mean a connection permitting data transmission between a MAC address and IP address and another MAC address and IP address, and (ii) “Multi-Path” shall mean managed Ethernet Services permitting data transmission between or among three (3) or more MAC addresses and IP addresses.
3. Customer shall not transmit or otherwise make available on or via the Ethernet Service any material (including any message or series of messages) that violates or infringes in any way upon the rights of others, that is unlawful, or that would constitute a criminal offense, give rise to civil liability or otherwise violate any law.
4. Customer shall permit Spectrum reasonable access to the Service Locations to inspect the Service Locations at periodic intervals as needed to verify Customer’s compliance with this Service Agreement.
5. Customer’s use of Ethernet Services is presumed by Spectrum to be jurisdictionally interstate, pursuant to the Federal Communications Commission’s mixed use “10% Rule” (47 C.F. R. 36.154, 4 FCC Rcd. 1352). It is Customer’s sole responsibility to notify Spectrum if Customer’s use of the Service is not jurisdictionally interstate pursuant to the 10% Rule and, so long as Customer’s use of the Service remains not jurisdictionally interstate, Customer must certify at least annually that this condition remains in effect, using the form and format available upon request from Spectrum. If Customer fails to provide such certification or if the Customer’s certification is inaccurate or invalid, Customer shall be liable for any resulting fees, fines, penalties and/or costs incurred by Spectrum. In addition, if Spectrum determines that Customer’s use of the Ethernet Services is likely to be deemed not to be jurisdictionally interstate, and therefore that Spectrum’s provision of the Ethernet Services is likely to put Spectrum or its licenses, permits or business at risk, or otherwise cause financial, regulatory or operational problems for Spectrum, then Spectrum may immediately suspend the provision of any or all Ethernet Service under any or all affected Service Orders until such time as either (a) Customer provides Spectrum with satisfactory assurances that Customer’s use of Ethernet Services shall be deemed to be jurisdictionally interstate or (b) Customer is otherwise brought into full compliance with any applicable laws and regulations. Unless prohibited under applicable law, Customer at its own expense, shall indemnify, defend, and hold harmless Indemnified Parties against any and all third party claims, liabilities, lawsuits, damages, losses, judgments, costs, fees and expenses incurred by any Indemnified Parties, including reasonable attorney and other professional fees and court costs incurred by Spectrum Indemnified Parties, to the full extent that such arise from or relate to any fees, fines or penalties incurred by Spectrum as a result of Customer’s violation of the 10% Rule.

Attachment E Spectrum Business High-Speed Internet Service (“Internet Service”)

Spectrum Business High-Speed Internet Service¹: Internet access service implemented using a hybrid fiber/coax (“HFC”) or a fiber access network. Customer interface to the data network is via Ethernet connection. Internet Service enables a variety of upstream and downstream rates. If Customer elects to receive Internet Service, Spectrum shall provide connectivity from Customer site(s) to Customer’s data network.

Certain Internet Services, or features of Internet Services, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion. In addition, certain non-facilities-based services provided by third parties may be offered to Customer by Spectrum (“Third-Party Services”). Third Party Services may be subject to additional terms and conditions. Except to the limited extent described in this Attachment, Spectrum makes no warranties of any kind (express or implied) regarding Third-Party Services and hereby disclaims any and all warranties pertaining thereto (including implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose). Spectrum does not have title to and is not the manufacturer of any software or hardware components of any Third-Party Services nor is Spectrum the supplier of any components of such software or hardware. IN NO EVENT SHALL SPECTRUM BE LIABLE FOR ANY DAMAGES ARISING FROM THE PERFORMANCE OR NONPERFORMANCE OF ANY THIRD-PARTY SERVICES.

Customer’s use of the Internet Service is subject to the following additional terms and conditions:

1. Minimum Equipment Requirements. Customer shall maintain certain minimum equipment and software to receive the Internet Service (see www.business.spectrum.com for the current specifications). The minimum configuration standards may change, and Spectrum will make reasonable efforts to support previously acceptable configurations; however, Spectrum is not obligated to continue to provide such support. Spectrum may supply Spectrum Equipment such as modems, gateways, routers, or wireless cards, for a fee, to operate the Internet Service. Spectrum reserves the right to provide service only to users with Spectrum-approved equipment. Customer acknowledges that such Spectrum Equipment may require updates and/or changes to the software resident in the Spectrum Equipment and that Customer may be required to perform such updates and/or changes. Customer hereby authorizes Spectrum to perform updates or changes, on-site or remotely from time to time as Spectrum deems necessary, in Spectrum’s sole discretion. Customer will not connect any equipment, other than equipment authorized by Spectrum, to the Spectrum Network. When Spectrum installs the Internet Service, Customer will need a network interface card or adapter providing an Ethernet connection. Alternatively, Customer may connect to a networking device (commonly referred to as a router or gateway).
2. Software. At the time of installation of the Internet Service, Spectrum may provide Customer with common Spectrum or third-party software (e.g., a browser and plug-ins) to enable and enhance the Internet Service, subject to the license terms and restrictions in the Spectrum Service Agreement. Customer hereby represents and warrants to Spectrum that Customer owns the operating system software and associated use/license rights thereto for the computers that are connected to the Spectrum Network.
3. Internet Service Speeds. Spectrum shall use commercially reasonable efforts to achieve the Internet speed attributable to the bandwidth for the Internet Service selected by Customer, however, actual speed, also known as throughput rate, may vary. Many factors affect speed experienced by Customer as outlined in Spectrum’s Network Management Practices.
4. Security. Customer shall take commercially reasonable security measures when using the Internet Service and assumes sole responsibility for use of the Internet Service and for access to and use of Customer Equipment used in connection with the Internet Service and Spectrum Network.
5. Electronic Addresses; Mailboxes. All non-vanity email addresses, email account names, and IP addresses (“Electronic Addresses”) provided by Spectrum (and not through Customer’s domain) are the property of Spectrum. Customer may not alter, modify, sell, lease, assign, encumber or otherwise tamper with the Electronic Addresses.
 - a. Mailboxes. Spectrum owns any and all mailboxes associated with the Internet Service and may reclaim such mailboxes at any time for any reason. Spectrum may also limit the number of new email addresses available per account and the number of email messages that may be sent within a 24-hour time period. Spectrum may lock inactive mailboxes and prohibit the mailbox from receiving new email messages. Customer acknowledges that upon termination of Internet Service, Spectrum will suspend all accounts associated with the Internet Service and delete the contents of all mailboxes, if any. Deleted content cannot be recovered. Email addresses are not permanently retired and become eligible to be reused at Spectrum’s sole discretion.

¹ Customers that purchased Internet services from Time Warner Cable Business Class, Brighthouse Networks, or Charter before June 11, 2017 may continue to receive the same Internet service plan, features, and supplemental services at the same prices offered as of June 11, 2017 (“Legacy Services”) until such time as Spectrum discontinues the Legacy Services by written notice to such Customers. If Customer elects to receive Spectrum Business Internet Services available as of June 11, 2017, then Customer will no longer be eligible to receive any Legacy Services, including, without limitation, any supplemental services or features that may not be available as part of the Spectrum Business Internet Services. Please contact your Spectrum sales representative for further information.

- b. **Mail Storage.** In no event will Spectrum be responsible for maintaining, and Spectrum will not guarantee storage of, email for any period of time. Spectrum also reserves the right to enforce email storage limits.
 - c. **Cookies.** Customer may access their Spectrum email account at www.spectrumbusiness.net or by using the Customer's software application (e.g., Outlook, Outlook Express, and Apple Mail). When accessing email at www.spectrumbusiness.net Customer must have its Internet browser configured to accept cookies. Spectrum will notify the End User if the browser is not configured to accept cookies.
6. **Changes of Address.** Spectrum may change addressing schemes, including email and IP addresses provided by Spectrum.
7. **Acceptable Use Policy.** Customer shall comply with the terms of Spectrum's Acceptable Use Policy ("AUP") found at www.business.spectrum.com and that policy is incorporated by reference into this Service Agreement. Customer represents and warrants that Customer has read the AUP and shall be bound by its terms as they may be amended, revised, replaced, supplemented or otherwise changed from time-to-time by Spectrum with or without notice to Customer. Spectrum may suspend Service immediately for any violation of the AUP.
8. **Spectrum Business WiFi.** Spectrum Business WiFi supported by a Spectrum-provided wireless router is a service available to certain Customers and provides wireless access to the Internet Service within the Service Location ("WiFi Network"), for which Customer may be charged a fee consistent with Spectrum's then-current practices. Customer must purchase Spectrum Internet Service in order to receive Spectrum Business WiFi. The Spectrum-provided WiFi router comes programmed with certain default settings and configurations for the WiFi Network. Customer may modify the default settings and configurations on the Spectrum-provided WiFi router although Spectrum recommends maintaining the default configuration and settings. Spectrum does not guarantee the security of the Spectrum-provided WiFi router and Customer's connection to the Internet Service via the WiFi Network. Customer understands and agrees that Customer is solely responsible for the security of its WiFi Network and must enable and use encryption in order to access Spectrum-provided applications. Customer understands that this service is intended to be used by the Customer and its End Users and that Spectrum accepts no liabilities for any third-party usage.

The Spectrum-provided WiFi router will collect and maintain certain information regarding access to and use of the WiFi Network, which information shall include but not be limited to device identifiers, device name, device type, applications and protocols, connections, and traffic flows. Such information will be used by Spectrum to provide the Internet Service and support, as well as for Spectrum's internal business analytics regarding the use of the Internet Service. Customer acknowledges and agrees that Spectrum shall have access to the network name and password associated with the Spectrum-provided WiFi router in order to provide support and diagnostic services. Spectrum reserves the right to modify the WiFi network name and password for the Spectrum-provided WiFi router in order to safeguard Internet security, the security and privacy of Customer's information, where required by law, or for other good cause to provide, upgrade, and maintain the Internet Service, and protect the network, other users of the Internet, or our customers and subscribers. Abusive, vulgar, offensive, inappropriate or profane WiFi Network names are prohibited and may be modified in Spectrum's sole discretion. Customer acknowledges that the Spectrum-provided WiFi router is Spectrum Equipment.

9. **Spectrum Business WiFi Hotspot.** Spectrum reserves the right to preconfigure the Spectrum-provided WiFi router to distribute a wireless Internet access point (i.e., a Spectrum Business WiFi Hotspot, a "WiFi Hotspot") separate from the WiFi Network. Any use of bandwidth from such wireless access point by third parties will not be considered to be use by the Customer for any purpose. Customer shall have the right to disable such WiFi Hotspot, and shall not be responsible for the security of the WiFi Hotspot.
- a. To be eligible to receive the WiFi Hotspot, Customer must be receiving Spectrum Internet Service. Subject to the foregoing, Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate, and upgrade WiFi-related equipment, cables and devices ("WiFi Equipment") on and within the Service Location. The WiFi Equipment will be operated by Spectrum, at no cost to Customer, in order to provide the WiFi Hotspot at the Service Location(s). Customer agrees to provide a standard power source for operation of the WiFi Equipment.
 - b. Customer's use of the WiFi Hotspot is subject to the following additional terms and conditions:
 - i. The WiFi Hotspot made available at Service Location(s) may be accessed by Customer and its End Users through their Spectrum accounts for no additional charge.
 - ii. To access the WiFi Hotspot, Customer and its End Users and patrons must have a WiFi-enabled device that meets the technical specifications for the WiFi Hotspot.
 - iii. Customer grants Spectrum the right to advertise, market and otherwise promote Customer's location(s) as a WiFi Hotspot access point(s), in any and all forms of media now known or hereafter developed, in Spectrum's sole discretion, and Customer grants Spectrum a license to use Customer's names, trademarks and logos in connection with such advertising, marketing and promotion.
 - iv. Customer will not be entitled to receive any refunds or credits should the WiFi Hotspot be interrupted or fail, regardless of the length of time during which the WiFi Hotspot is unavailable.
 - v. All WiFi Equipment constitutes Spectrum Equipment. Customer may not relocate or disconnect the WiFi Equipment.

10. Hosting. Spectrum will provide to Customer Hosting Service in accordance with the specifications associated with the plan Customer has selected (the "Hosting Service").
- a. Hosting Software. The Hosting Service will permit access to a variety of resources available from selected third parties, including developer tools, communication forums and product information (collectively, "Hosting Software"). The Hosting Software, including any updates, enhancements, new features, and/or the addition of any new Web properties, may be subject to and Customer shall comply with applicable product use rights/end user license agreements between such third parties and Customer. Notwithstanding anything to the contrary in the Terms of Service, Spectrum (not the manufacturer) shall provide technical support for Hosting Service, except that version changes of any such software compatibility or suitability with any other Customer provided software shall be Customer's responsibility. Customer hereby consents to the disclosure to the provider of third-party software, of Customer's name and any other necessary information for the limited purpose of licensing rights.
 - b. Content Liability and Use Restrictions. Spectrum exercises no control over the content of the information passing through Customer's site(s) and it is Customer's sole responsibility to ensure that Customer and Customer's End Users use of the Hosting Service complies at all times with all applicable laws and regulations and the AUP. Spectrum shall have the right to disclose any and all available information collected from Customer to law enforcement authorities upon written request by such authorities. Information that may be disclosed includes IP addresses, account history, and files stored on servers used to provide the Hosting Service. If Customer engages in any of the following prohibited activities or if Customer's use of the Hosting Service is causing an adverse impact on the Spectrum Network, Spectrum shall have the right to suspend or terminate the Hosting Services:
 - i. Customer shall not use Hosting Service for or in connection with any high risk use or activity such as aircraft or other modes of human mass transportation, nuclear, or chemical facilities, or Class III medical devices under the Federal Food, Drug, and Cosmetic Act.
 - ii. Copying or reproduction of the Hosting Software to any other server or location for further reproduction or redistribution is expressly prohibited, unless approved in writing by Spectrum.
 - iii. Hosting of unlicensed software.
 - iv. Use of software or files that contain computer viruses or files that may harm computers.
 - v. Any attempt or actual unauthorized access by Customer or through Customer Equipment to any Spectrum website or the website of any Spectrum customer.
 - vi. The collection or any attempt to collect personally identifiable information of any person or entity without his, her or its express written consent. Customer shall maintain records of any such written consent throughout the Term of this Service Agreement and for three years thereafter.
 - vii. Any action or inaction which is harmful or potentially harmful to the Spectrum server structure.
 - viii. Running a banner exchange, free adult thumbnail gallery post and/or free adult image galleries on Customer's website.
 - ix. Inclusion of sites with material, links, or resources for hacking, phreaking, viruses, or any type of site that promotes or participates in willful harm to Internet sites, users or providers.
 - c. Domain Names. Customer shall be solely responsible for registering for or renewing a desired domain name. Spectrum does not guarantee that Customer will be able to register or renew a desired domain name.
 - d. Specification Limitations. Individual websites may not at any time exceed the hosting specifications for the Internet Service. If Customer's hosting account exceeds the applicable specifications or is adversely impacting Spectrum's network or server(s), Spectrum may (i) contact Customer to resolve the issues; or (ii) suspend or terminate the Hosting Service if Customer has exceeded the then-applicable specifications in any given month.
 - e. Limitation of Spectrum-provided Services. Certain services are not provided by Spectrum as part of the Hosting Service (e.g., Spectrum does not provide nor offer webpage creation, development, design or content services).
 - f. Impositions on Customer's End Users. Customer is responsible for charging and collecting from its End Users any and all applicable taxes relating to use of the Customer site hosted by Spectrum. If Customer fails to impose and/or collect any tax from its End Users then, as between Spectrum and Customer, Customer shall be liable for such uncollected tax and any interest and penalty assessed thereon with respect to the uncollected tax. Customer shall indemnify and hold the Indemnified Parties harmless for any costs incurred or taxes or fees paid due to actions taken by the applicable taxing authority to collect any such tax from Spectrum due to Customer's failure to comply with this Section.
11. Desktop Security Service. Desktop Security Service is made up of software and hardware components. Spectrum is not the manufacturer or supplier of any software or hardware components of the Desktop Security Service. Spectrum shall update the Desktop Security Service from time-to-time based on manufacturer-provided updates.
12. Cloud Backup Service.
- a. Spectrum is not the manufacturer or supplier of any Cloud Backup Service software components. Customer shall be responsible for updating Cloud Backup Service from time-to-time based on updates provided by the software manufacturer, and any failure of Customer to perform such updates shall relieve Spectrum from any responsibility to ensure that Cloud Backup Service remains operational.

- b. Customer understands and acknowledges that (1) it is Customer's sole responsibility to create and retain the Cloud Backup Service password that is necessary for access to any data stored via the Cloud Backup Service and (2) Spectrum has no access to and does not know nor keep any record of the password created by Customer. Failure by Customer to retain Customer's Cloud Backup Service password shall result in complete loss of accessibility to data stored via the Cloud Backup Service.

Attachment F Managed WiFi Service (“Managed WiFi Service”)

Managed WiFi Service: If Customer elects to receive Managed WiFi Service, Spectrum will provide a managed WiFi solution with wireless access points (“WAPs”) deployed at the designated Service Location to enable designated users of the Customer’s choice to wirelessly access the Internet as more specifically set forth in a Service Order. Managed WiFi Service, or certain features, may not be available in all service areas and may change from time to time, in Spectrum’s sole discretion.

Customer’s use of the Managed WiFi Service is subject to the following additional terms and conditions:

1. WiFi Equipment. Spectrum will, and Customer grants Spectrum permission to, attach, install, maintain, operate and upgrade WiFi-related equipment, cables and devices on and within Customer’s premises at the Service Location(s) identified in the applicable Service Order.
2. Internet Access. Spectrum may provide Managed WiFi Service to locations that use a centralized Internet access configuration where Spectrum will not be the primary Internet access provider if Customer purchases an Internet access Service for the sole purpose of providing Spectrum Enterprise out of bandwidth management (“OOB”). This OOB service would only provide connectivity to the Managed WiFi Service equipment (switches and controllers).
3. Connectivity to Local Area Networks. Configuration of the Managed WiFi Service will be as agreed in the WiFi questionnaire completed by the Parties. Managed WiFi Service may provide a separate SSID for employee Internet access if specified on the WiFi questionnaire. A second WLAN will be created on the wireless network with its own VLAN assigned. The aggregation switch will be configured to hand off an Ethernet Service port to Customer. In this scenario, network functions (DHCP and NAT, for example) may be handled by Customer’s LAN. Customer will need to train and engage Customer’s staff for all ongoing support issues. The Managed WiFi Service does not include support for connectivity to any device (printers, laptops, computers, routers, etc.).
4. Security Limitations. This Service does not include features such as: locked down access for the WAPs, single user name and logins for each WAP, logging, content filtering or intrusion detection systems. All Spectrum-authorized personnel and vendors will have access to log into the WAP devices on site. Spectrum is not responsible for security breaches that occur related to any SSIDs. Spectrum does not monitor the traffic on any SSIDs and Customer has the sole responsibility and obligation to monitor any traffic transmitted through use of the Managed WiFi Service to protect Customer’s and any user data. Spectrum can provide a non-broadcast SSID if specified on the WiFi questionnaire.

From: Ken Hagopian Ken@dsc.la
Subject: Re: Magnolia
Date: February 28, 2019 at 4:38 PM
To: Eileen Miller emiller@learningtech.org
Cc: erate.mps erate.mps@learningtech.org

KH

Nope. My quotes are all 100% accurate. Nothing additional.

Thank you,

Ken Hagopian
Digital Synergy Consulting, Inc.
www.digitalsynergyit.com
Office: 818.647.9900 x210
Fax : 818.647.9901

From: Eileen Miller <emiller@learningtech.org>
Sent: Thursday, February 28, 2019 4:36:49 PM
To: Ken Hagopian
Cc: erate.mps
Subject: Magnolia

Shipping cost?

Eileen Miller
VP, E-Rate & Technology Planning
Learningtech.org [The Miller Institute for Learning with Technology]
CRN: 16043681
650-598-0105 x252
866-801-8667 FAX
emiller@learningtech.org
[2017 Top-Rated Great Nonprofits](#)
Please take a moment to write a short review of our work at Great Nonprofits!
FY2019 Application Window opens 1/16/19; closes 3/27/19

MAGNOLIA PUBLIC SCHOOLS

ATTN: Rasul Monoshev

470-Form #: 190002072

We appreciate the opportunity to bid on your wireless initiative. It's clear that the district is committed to creating a learning environment that best supports their students. We have the knowledge and experience to put in a wireless network that works within a budget that is affordable to the school.

SPIN # 143036385 – Digital Synergy Consulting, Inc.
FRN # 0024370165
DIR # 1000012855
CSLB C10 License # 1011924
CA Business License Entity #: C2824489
CA Small Business Certification ID: 1757859
LA County Small Business Certification #: 1757859
City of Los Angeles Small Business Certification # SLB – 3155

Bidding Company:

Digital Synergy Consulting, Inc.
15021 Ventura Blvd #501
Sherman Oaks, CA 91403

Contact:

Ken Hagopian
818.647.9900 x210
ken@dsc.la



Capabilities Statement:

Digital Synergy is an IT consulting company located in Los Angeles, CA. We have implemented a number of high density multi-building and multi-floor wireless networks for both educational institutions and other enterprises. We have the experience to put in wireless networks that work, and the tools to validate the design. We are HP, Brocade, Cisco, Meraki, Aruba and Ruckus wireless partners. We also utilize specific tools such as Ekahau site survey to create a visual heat map of the floor, building or campus so the wireless network can be validated. In addition, we have other tools that assist us in seeing wireless interference in the air to help troubleshoot wireless issues.

We have spearheaded 1 to 1 initiatives for schools, and assist them in the design of their networks, wireless infrastructure, servers, and google apps.

We are a Brocade premier partner.

We have been providing network services since 2006

Project Scope and assumptions:

B.1 MSA -7 1 Fiber cable run as specified in RFP

12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Installation with all required hardware.

* We attended the walkthrough at MSA7

B.2 Equipment and optional installation of equipment as requested in RFP for MSA 1 & MSA 7

Hp/Aruba 48 Port POE+ Layer 3 switches with 4 SFP+ Ports

Ruckus R720 Access points with 5-year cloud controller license

All hardware as requested in the RFP

B.3 Basic Maintenance

We only bid on the labor requirements for the basic maintenance and not on the Palo alto firewall licenses.

Contract term – as specified by School District.

The proposal is valid and will be held firm through the close of the FY2018 application window and until all associated paperwork is completed.



Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18355 Roscoe Boulevard
Northridge, CA 91325
United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	B.1 Category 2, Internal Connections – Cabling MSA-7 (Northridge) Fiber	\$0.00	\$0.00
1.00	AFL 12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Cable - Black	\$750.00	\$750.00
1.00	Riser and penetration for fiber at both buildings	\$400.00	\$400.00
2.00	1U Rackmount Fiber Tray	\$150.00	\$300.00
4.00	1M Multimode Duplex 10 Gigabit Fiber Optic Patch Cable (50/125) OM3 - LC to LC has ceramic ferrules and a 50/125 Micron core.	\$20.00	\$80.00
2.00	6 Port (12 Strand) Loaded LC Adapter Panel	\$50.00	\$100.00
4.00	AFL LC 50/125 Multimode OM3/OM4 10Gig Laser Optimized Fiber Connector 6 Pack	\$75.00	\$300.00
1.00	Installation and termination of fiber	\$550.00	\$550.00
		Subtotal:	\$2,480.00
		Sales Tax:	\$145.35
		Total:	\$2,625.35

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18238 Sherman Way
Reseda, CA 91335
United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: B.2 Category 2, Internal Connections – Network Components MSA-1 (Reseda)	\$0.00	\$0.00
4.00	Aruba 2930F 48G PoE+ 4SFP+ Layer 3 Swch US en Limited lifetime warranty	\$1,848.00	\$7,392.00
16.00	Aruba J9150D Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$125.00	\$2,000.00
1.00	APC SMART-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,250.00	\$1,250.00
38.00	RUCKUS WIRELESS : ZoneFlex R720 dual-band 802.11abgn/ac(802.11ac Wave 2) Wireless Access Point with Multi-Gigabit Ethernet backhaul,4x4,4 streams,MU-MIMO, BeamFlex+ dual ports,802.3af/at PoE support 901-R720-US00	\$500.00	\$19,000.00
38.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$5,700.00
1.00	OPTIONAL installation of equipment listed.	\$3,500.00	\$3,500.00
		Subtotal:	\$38,842.00
		Sales Tax:	\$2,815.99
		Total:	\$41,657.99

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
Digital Synergy Consulting Inc.
15021 Ventura Blvd. #501
Sherman Oaks, CA 91403

(818) 647-9900
Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
Magnolia Public Schools
18355 Roscoe Boulevard
Northridge, CA 91325
United States

rmonoshev@magnoliapublicschools.org

Quantity	Description	Unit Price	Ext. Price
1.00	Note: B.2 Category 2, Internal Connections – Network Components MSA-7 (Reseda)	\$0.00	\$0.00
5.00	Aruba 2930F 48G PoE+ 4SFP+ Layer 3 Swch US en Limited lifetime warranty	\$1,848.00	\$9,240.00
20.00	Aruba J9150D Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$125.00	\$2,500.00
1.00	APC SMART-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,250.00	\$1,250.00
17.00	RUCKUS WIRELESS : ZoneFlex R720 dual-band 802.11abgn/ac(802.11ac Wave 2) Wireless Access Point with Multi-Gigabit Ethernet backhaul,4x4,4 streams,MU-MIMO, BeamFlex+ dual ports,802.3af/at PoE support 901-R720-US00	\$500.00	\$8,500.00
17.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$2,550.00
1.00	OPTIONAL installation of equipment listed.	\$3,500.00	\$3,500.00
		Subtotal:	\$27,540.00
		Sales Tax:	\$2,041.55
		Total:	\$29,581.55

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18238 Sherman Way
 Reseda, CA 91335
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	B.3 Category 2, Basic Maintenance of Internal Connections MSA-1	\$0.00	\$0.00
80.00	Basic Maintenance of Internal Connections: 80 hours/yr	\$125.00	\$10,000.00
		Subtotal:	\$10,000.00
		Sales Tax:	\$0.00
		Total:	\$10,000.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
 Digital Synergy Consulting Inc.
 15021 Ventura Blvd. #501
 Sherman Oaks, CA 91403

(818) 647-9900
 Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
 Magnolia Public Schools
 18355 Roscoe Boulevard
 Northridge, CA 91325
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	B.3 Category 2, Basic Maintenance of Internal Connections MSA-7	\$0.00	\$0.00
80.00	Basic Maintenance of Internal Connections: 80 hours/yr	\$125.00	\$10,000.00
		Subtotal:	\$10,000.00
		Sales Tax:	\$0.00
		Total:	\$10,000.00

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Magnolia Public Schools
FY2019 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant	Magnolia Public Schools
Billed Entity Number	17003590
Establishing Form 470	190002072 (Nickname: mps_y22_470_c2)

For the Vendor:

Vendor hereby promises to deliver the products and services according to the pricing and schedule described in Vendor’s submitted proposal and Pricing Form and to comply with all terms and conditions of the REQUEST FOR PROPOSALS (including both GENERAL INFORMATION, TERMS AND CONDITIONS and SPECIFIC INFORMATION, TERMS AND CONDITIONS) and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Signature

Ken Hagopian CEO

Digital Synergy Consulting, Inc.

Printed Name and Title

Vendor Name

2/2/19

143036385

2801778

2801882

2806875

Date

SPIN

Pricing Form Reference # (from online form)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.1/2/3
Cabling Network Components Basic Maintenance of Internal Connections

(for clarity, please provide name of section as well)

For the Applicant:

If Vendor’s proposal is selected for award, Applicant will execute below to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by either party. If acceptable to Applicant, Applicant may also sign Vendor’s additional contractual documentation. All terms and conditions of the RFP and all RFP amendments and supporting materials are included by reference.

Signature

Date

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

Similar Project Experience & References:

1. **La Canada Unified School District** – Wireless network upgrade. Replaced existing and added new access points. Certified existing cabling, installed new cabling. Indoor and outdoor access points. Also performed a heatmap to validate wireless network. District wide project
 - a. Jamie Lee Lewsadder - Director of IT
 - b. (818) 486-8963 - JLewsadder@lcsd.net
2. **City of Inglewood** – City Libraries & Park Wi-Fi: Cabling and certification in all city libraries, installation of Ruckus Access points, HP Switches and SonicWALL firewall devices. Heatmaps, and testing of the entire environment. Park wireless installation.
 - a. Chris Eckhard
 - b. (310) 412-5534 - cleckhard@cityofinglewood.org
3. **Oak Park Unified School District** – District wide replacement of access points with Ruckus equipment. Assistance in configuration. Project duration Compressed time table 2 weeks.
 - a. Enoch Kwok - Director of Technology
 - b. (818) 735-3201 - ekwok@opusd.org
4. **Magnolia Science Academy Public Schools** – New school construction. IDF. MDF, cabling, fiber cabling, installed access points, projectors, security cameras, PA system.
 - a. Rasul Monoshev IT Director
 - b. (714) 892-5066 x102 - rmonoshev@magnoliapublicschools.org
5. **Sherman Indian High School – Bureau of Indian Education** – Campus wide cabling throughout 10 buildings. Network certification, Design and installation of wireless access points throughout the campus, including wireless support for outdoor gather areas. Installation and configuration of HP switches. Wireless heatmap and validation. Project compressed time frame 2 weeks.
 - a. Terry Longenecker IT Coordinator or Lorna Hoffs
 - b. (951) 276-6325 - Terry.Longenecker@BIE.EDU or Lorna.Hoffs@bie.edu
6. **Multicultural Learning Center**: Multiple Projects over multiple years – cabling site wide, replacing aging equipment with new HP switches, Ruckus wireless controller, and Ruckus access points. Create VLANS, reconfigure network, implement high density campus wide wireless network, test, validate, and train. New building construction.
 - a. Saira Salazar-Martinez
 - b. (818) 716-5783 ext. 222 - saira@mlccharter.org
7. **The Archer School For Girls**: Multiple projects over multiple years – cabling school wide, replace existing aging HP Switches with new HP switches, HP wireless controller, and HP Access points. Create VLANS as required, implement high density campus wide wireless network, test, validate, train. Multiple Project starting from 2009
 - a. John Chen - Director of Information Technology
 - b. (310) 873-7068 - johnchen@archer.org
8. **MEND (Meet each need with Dignity)**: Multiple projects over many years since 2008. Cabling site wide, replace network switches in multiple locations, implement new firewalls in multiple locations, virtualization of servers, implemented new phone system.
 - a. Scott Mikels - Chief Financial Officer
 - b. (818) 686-7353 - scott@mendpoverty.org



Digital Synergy will implement a robust, easy to manage wireless network. We will validate the design after implementation and provide training to on-site IT if required to allow the school to support the network. We will also be available as needed to support the wireless network in the future.

We look forward to providing your organization excellent service to aid in the stability and growth of your school.

We appreciate the opportunity to bid on your project.

Ken Hagopian
CEO
Digital Synergy Consulting, Inc.

Based on past experience we would recommend the following language be incorporated into any final; agreement:

Service Provider agrees to abide by all terms and conditions of the Universal Service Act of 1996 as implemented by the SLD E-Rate Discount Program in the procurement, delivery, invoicing and all other transactions associated with the project. The term of this contract shall commence on April 1, 2018 and shall terminate on September 30, 2019 for non-recurring services. This contract can be renewed for two additional 1 year terms.

The contract may be subject to the Owner receiving E-Rate funding in the form of a funding commitment decision letter in the amount requested. Prices must be held firm for the duration of the E-Rate Year 19 fiscal year ending September 30, 2019 or until all work associated with the project(s) are complete (including any SLD approved extensions) The work shall be subject to the following conditions:

- A. These services may depend on partial funding from the E-Rate program.
- B. Applicant expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-Rate program.
- C. All contracts entered into as a result of this RFP may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- D. The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount unless the applicant elects to proceed without receipt of a Funding Commitment Decision letter.
- E. No E-Rate billing can take place before July 1, 2018. If customer elects to take delivery after April 1, 2018 but prior to Receipt of a Funding Commitment Decision letter then customer is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- F. No installation work can take place before April 1, 2018.
- G. In the event of questions during the E-Rate audit process, vendor is expected to reply within 3 business days to questions associated with their proposal.
- H. All work is subject to the 100% approval of the project or purchase by the FCC under the E-Rate discount program of the Telecommunications Act of 1996 unless otherwise approved by applicant.
- I. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the Owner for our records.



- J. Service Provider will be responsible for procuring the discounted amount from the SLD unless applicant elects otherwise.
- K. In addition, applicant reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-Rate approval.
- L. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)
- M. Applicant agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- N. The contractor will submit all pricing in the Form 471 Item 21 format found at <http://www.usac.org/sl/tools/forms/471-templates.aspx>





Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

Copper Certified Cabling Test Technician

For Copper Certification
with the DSX Series CableAnalyzer

A handwritten signature in black ink, appearing to read "Mike Pennacchi".

Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization

Date 10.27.2015

NPS Control # C1015041US

BICSI CEC Credits 7

BICSI Event ID - OV-FLUKE-WA-0514-2



Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

Versiv Fiber Certified Cabling Test Technician

For Loss/Length (Tier 1) & OTDR (Tier 2) Fiber Certification
with the CertiFiber® Pro and OptiFiber® Pro

A handwritten signature in black ink, appearing to read "Mike Pennacchi".

Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization



Date 5/9/2018

Control # F0518028US

BICSI CEC Credits 7

BICSI Event ID: OV-FLUKE-WA-0418-2

United States Environmental Protection Agency

This is to certify that



Digital Synergy Consulting, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires October 19, 2023

NAT-F193162-1
Certification #
October 05, 2018
Issued On

Michelle Price, Chief
Lead, Heavy Metals, and Inorganics Branch





Red Light Display System (RLDS)



Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: Digital Synergy Consulting, Inc. (0024370165) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

1/30/2019 5:29 PM

Current Status of FRN 0024370165

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 01/30/2019 at 6:35 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies](#) / [Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



CONTRACTORS STATE LICENSE BOARD



Contractor's License Detail for License # 1011924

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

Data current as of 1/11/2019 2:34:02 PM

Business Information

DIGITAL SYNERGY CONSULTING INC
15021 VENTURA BLVD #501
SHERMAN OAKS, CA 91403
Business Phone Number:(818) 647-9900

Entity Corporation
Issue Date 03/08/2016
Expire Date **03/31/2020**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 63493792

Bond Amount: \$15,000

Effective Date: 05/08/2018

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30009177** for ZAVEN SHIR HAGOPIAN in the amount of **\$12,500** with HUDSON INSURANCE COMPANY.

Effective Date: 01/21/2016

Workers' Compensation

This license has workers compensation insurance with the HANOVER AMERICAN INSURANCE COMPANY THE

Policy Number:WD3D744136

Effective Date: 11/01/2018

Expire Date: 11/01/2019

[Workers' Compensation History](#)

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/10/2019

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc LIC # 0726293 21820 Burbank Blvd., Suite 175 Woodland Hills CA 91367	CONTACT NAME: PHONE (A/C, No, Ext): 818-316-0999 FAX (A/C, No): 818-316-0990 E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Citizens Insurance Company of America</td> <td style="text-align: center;">31534</td> </tr> <tr> <td>INSURER B : Massachusetts Bay Insurance Company</td> <td style="text-align: center;">22306</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Citizens Insurance Company of America	31534	INSURER B : Massachusetts Bay Insurance Company	22306	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Citizens Insurance Company of America	31534														
INSURER B : Massachusetts Bay Insurance Company	22306														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED DIGISYN-01 Digital Synergy Consulting, Inc. 10200 Sepulveda Blvd., Suite 170 Mission Hills CA 91345															

COVERAGES **CERTIFICATE NUMBER: 105761135** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			OB3D744131	11/1/2018	11/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ Included MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			OB3D744131	11/1/2018	11/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 2,000,000 BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WD3D744136	11/1/2018	11/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 License#: 1011924

CERTIFICATE HOLDER Contractors State License Board (CSLB) 9821 Busness Park Dnve Sacramento CA 95827	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Reference
SPIN and BEAR Contact Search Results

Guidance on determining if a company is eligible to provide telecommunications services:

Form 499 Filer column indicates "Y":

- This service provider has successfully filed a Form 499 with USAC. Telecommunications providers with a "Y" are eligible to provide Telecommunications Services and Internet service providers with a "Y" are eligible to provide Interconnected Voice over Internet Protocol (VoIP) services.

All other designations:

- Some service providers that do not have a "Y" designation are eligible to provide Telecommunications Services because they meet [certain conditions](#) and are exempt from filing a [Form 499](#) . You can [contact the Client Service Bureau](#) to determine if the company has met those conditions.

Form 499 Filer column indicates "X":

- This service provider has been researched by USAC and is **not** eligible to provide Telecommunications Services.

Form 499 Filer column indicates "Z":

- This service provider is currently being researched by USAC to determine if it is eligible to provide Telecommunications Services.

Form 499 Filer column is blank:

- This service provider has not been researched and its status is unverified.

Applicants are reminded that they should confirm this and all other information with the service provider.

Page 1 of 1
 Results 1 - 1 of 1

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143036385	Digital Synergy Consulting Inc	Digital Synergy Consulting	Ken Hagopian	15021 Ventura Blvd #501 , Sherman Oaks, CA 91403-2442	818647-9900		2015 2016 2017 2018 2019

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.

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Digital Synergy Consulting, Inc. Partial Funding History

191001388	1999001184	Pending	EL CENTRO ELEM SCHOOL DISTRICT	DE ANZA MAGNET	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001193	Pending	EL CENTRO ELEM SCHOOL DISTRICT	HARDING ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001200	Pending	EL CENTRO ELEM SCHOOL DISTRICT	IMPERIAL VALLEY HOME SCHOOL ACADEMY	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001202	Pending	EL CENTRO ELEM SCHOOL DISTRICT	LINCOLN ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001205	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MCKINLEY ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001211	Pending	EL CENTRO ELEM SCHOOL DISTRICT	WASHINGTON ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001187	Pending	EL CENTRO ELEM SCHOOL DISTRICT	DESERT GARDEN ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001197	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MARGARET HEDRICK ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001201	Pending	EL CENTRO ELEM SCHOOL DISTRICT	KENNEDY MIDDLE	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001204	Pending	EL CENTRO ELEM SCHOOL DISTRICT	MARTIN LUTHER KING ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001209	Pending	EL CENTRO ELEM SCHOOL DISTRICT	SUNFLOWER ELEMENTARY	Internal Connections	Digital Synergy Consulting Inc
191001388	1999001212	Pending	EL CENTRO ELEM SCHOOL DISTRICT	WILSON JUNIOR HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181039615	1899076842	Funded	ACCELERATED CHARTER	THE ACCELERATED CHARTER ELEMENTARY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181016348	1899027214	Funded	ALTADENA LIBRARY DISTRICT	ALTADENA LIBRARY DISTRICT (Main Branch)	Internal Connections	Digital Synergy Consulting Inc
181033452	1899070473	Funded	Amador Tuolumne Community Action Agency	Amador Tuolumne Community Action Agency	Internal Connections	Digital Synergy Consulting Inc
181019638	1899061708	Funded	CALIPATRIA UNIFIED SCHOOL DIST	CALIPATRIA HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181021640	1899071777	Funded	CAMPBELL UNION SCHOOL DISTRICT	CASTLEMONT ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181031293	1899059930	Funded	CROSSWALK LEARNING PATHWAYS TO COLLEGE	CROSSWALK LEARNING PATHWAYS TO COLLEGE	Internal Connections	Digital Synergy Consulting Inc
181021584	1899075306	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
181021584	1899075511	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY LOS LOBOS	Internal Connections	Digital Synergy Consulting Inc
181017753	1899030235	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181017753	1899030121	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181013194	1899065123	Cancelled	PRIME School	PRIME School	Internal Connections	Digital Synergy Consulting Inc
181036327	1899070287	Denied	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181036327	1899069897	Denied	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
181036327	1899069839	Denied	SLO Mission Schools	OLD MISSION SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181015068	1899024564	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc
181015068	1899024577	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
181042094	1899082214	Funded	YULA Girls High School	YULA Girls High School	Internal Connections	Digital Synergy Consulting Inc
171022157	1799109515	Funded	City Charter Schools	CITY HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074437	Funded	LA CANADA UNIF SCHOOL DISTRICT	LA CANADA JR-SR HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074504	Funded	LA CANADA UNIF SCHOOL DISTRICT	LA CANADA ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074601	Funded	LA CANADA UNIF SCHOOL DISTRICT	PALM CREST ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074468	Funded	LA CANADA UNIF SCHOOL DISTRICT	PALM CREST ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171010110	1799074529	Funded	LA CANADA UNIF SCHOOL DISTRICT	PARADISE CANYON ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171027231	1799111495	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY SAN DIEGO	Internal Connections	Digital Synergy Consulting Inc
171040334	1799090784	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Basic Maintenance of Intern:	Digital Synergy Consulting Inc
171040334	1799090713	Funded	OUR COMMUNITY SCHOOL	OUR COMMUNITY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171031742	1799069361	Funded	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
171031742	1799069250	Funded	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128893	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	Academia Semillas Del Pueblo AnahuacalmeCAC High School	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128961	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	ACADEMIA SEMILLAS DEL PUEBLO XINAXCALMECAC ELE	Internal Connections	Digital Synergy Consulting Inc
161052132	1699128914	Funded	ACADEMIA SEMILLAS DEL PUEBLO ANAHUACALMECAC HI	ACADEMIA SEMILLAS DEL PUEBLO XINAXCALMECAC MID	Internal Connections	Digital Synergy Consulting Inc
161042923	1699094534	Funded	BAKERSFIELD CHRISTIAN HIGH SCHOOL	BAKERSFIELD CHRISTIAN HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161036863	1699078259	Funded	CALIFORNIA VIRTUAL ACADEMIES	CALIFORNIA VIRTUAL ACADEMIES AT SAN DIEGO	Internal Connections	Digital Synergy Consulting Inc
161054079	1699124523	Funded	City Charter Schools	CITY HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126722	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ADADEMY VALLEY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126738	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ELEMENTARY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126670	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126727	Funded	Magnolia Public Schools	MAGNOLIA SCIENCE ACADEMY PALMS	Internal Connections	Digital Synergy Consulting Inc
161023877	1699126756	Funded	Magnolia Public Schools	Magnolia Science Academy - Santa Ana	Internal Connections	Digital Synergy Consulting Inc
161034780	1699072996	Funded	MULTICULTURAL LEARNING CENTER	MULTICULTURAL LEARNING CENTER	Internal Connections	Digital Synergy Consulting Inc
161034796	1699073035	Funded	MULTICULTURAL LEARNING CENTER	MULTICULTURAL LEARNING CENTER	Managed Internal Broadban:	Digital Synergy Consulting Inc
161049766	1699113513	Funded	OAK PARK UNIF SCHOOL DISTRICT	BROOKSIDE ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113528	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK HILLS ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113552	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK VIEW HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc

161049766	1699113521	Funded	OAK PARK UNIF SCHOOL DISTRICT	MEDEA CREEK MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113539	Funded	OAK PARK UNIF SCHOOL DISTRICT	OAK PARK HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161049766	1699113562	Funded	OAK PARK UNIF SCHOOL DISTRICT	RED OAK ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161042552	1699093331	Funded	SAN MIGUEL JT UN SCHOOL DISTRICT	CAPPY CULVER ELEMENTARY SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161042552	1699093324	Funded	SAN MIGUEL JT UN SCHOOL DISTRICT	LILLIAN LARSEN ELEM SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161037023	1699078639	Funded	SHERMAN INDIAN HIGH SCHOOL	SHERMAN INDIAN HIGH SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161034166	1699071617	Cancelled	SLO Mission Schools	OLD MISSION SCHOOL	Internal Connections	Digital Synergy Consulting Inc
161054546	1699126024	Funded	SLO Mission Schools	MISSION COLLEGE PREP HIGH SCH	Internal Connections	Digital Synergy Consulting Inc
161039903	1699086335	Funded	THE ARCHER SCHOOL FOR GIRLS	THE ARCHER SCHOOL FOR GIRLS	Internal Connections	Digital Synergy Consulting Inc
161048359	1699120252	Funded	THE LEARNING CHOICE ACADEMY	THE LEARNING CHOICE ACADEMY	Internal Connections	Digital Synergy Consulting Inc
161027072	1699054274	Funded	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	WATTS LEARNING CENTER CHARTER MIDDLE SCHOOL	Internal Connections	Digital Synergy Consulting Inc

C2 Pricing Form Summary

Item Description	Quantity	Amount
L1 Eligible Per Unit Cost	1	\$750.00
L1 Ineligible Per Unit Cost	0	\$0.00
L2 Eligible Per Unit Cost	1	\$400.00
L2 Ineligible Per Unit Cost	0	\$0.00
L3 Eligible Per Unit Cost	2	\$300.00
L3 Ineligible Per Unit Cost	0	\$0.00
L4 Eligible Per Unit Cost	4	\$80.00
L4 Ineligible Per Unit Cost	0	\$0.00
L5 Eligible Per Unit Cost	2	\$100.00
L5 Ineligible Per Unit Cost	0	\$0.00
L6 Eligible Per Unit Cost	4	\$300.00
L6 Ineligible Per Unit Cost	0	\$0.00
L7 Eligible Per Unit Cost	1	\$550.00
L7 Ineligible Per Unit Cost	0	\$0.00
Sub Total		\$2,480.00
9.5%		\$235.60
Non-Taxable		\$0.00
9.5%		\$235.60
9.5%		\$235.60
9.5%		\$235.60
9.5%		\$235.60
Non-Taxable		\$0.00
Eligible Shipping Costs	1	\$0.00
Eligible Installation/Labor Cost	1	\$0.00

Ineligible Shipping Costs	1	\$0.00
Ineligible Installation/Labor Cost	1	\$0.00
Total		\$3,658.00

Scoring Summary

Item	Score	Max
L1 Ineligible Per Unit Cost	0.00	0
L2 Eligible Quantity	1	0
L2 Eligible Per Unit Cost	400	0
L2 Ineligible Per Unit Cost	0.00	0
L3 Eligible Quantity	2	0
L3 Eligible Per Unit Cost	150	0
L3 Ineligible Per Unit Cost	0.00	0
L4 Eligible Quantity	4	0
L4 Eligible Per Unit Cost	20	0
L4 Ineligible Per Unit Cost	0.00	0
L5 Eligible Quantity	2	0
L5 Eligible Per Unit Cost	50	0
L5 Ineligible Per Unit Cost	0.00	0
L6 Eligible Quantity	4	0
L6 Eligible Per Unit Cost	75	0
L6 Ineligible Per Unit Cost	0.00	0
L7 Eligible Quantity	1	0
L7 Eligible Per Unit Cost	550	0
L7 Ineligible Per Unit Cost	0.00	0
Total Score	1259.00	0

Reference # 2801778

Status	Confirmed
Order Total	\$3,658.00
Scoring	1259.00
Applicant Name:	Magnolia Public Schools
Magnolia Public Schools Form 470#	190002072
Applicant Email address	Magnolia Public Schools
Vendor Company Name	Digital Synergy Consulting, Inc.
Service Provider Identification Number (SPIN)	143036385
Vendor Representative	Ken Hagopian
Vendor E-Mail Address	ken@dsc.la
Vendor Phone Number	8186479900
Service Type	Internal Connections
This pricing form responds to RFP section	B.1
L1 Function (Per Form 470)	Cabling
L1 Department of Industrial Relations Number (DIR)	1000012855
L1 Item Description (Make & Model etc.,)	12 Strand 50/125 Multimode OM3 Indoor/Outdoor Plenum Fiber Optic Cable
L1 Is installation included in price?	No
L1 Eligible Quantity	1
L1 Eligible Per Unit Cost	750

L1 Ineligible Quantity	0
L1 Ineligible Per Unit Cost	0.00
L1 Tax %	9.5%
L1 Eligible Line item total + Tax	821.25
L1 Ineligible Line item total + Tax	0.00
Add another line item?	Yes
L2 Function (Per Form 470)	Cabling
L2 Department of Industrial Relations Number (DIR)	1000012855
L2 Item Description (Make & Model etc.,)	Riser and penetration for fiber at both buildings
L2 Is installation included in price?	Yes
L2 Eligible Quantity	1
L2 Eligible Per Unit Cost	400
L2 Ineligible Quantity	0
L2 Ineligible Per Unit Cost	0.00
L2 Tax %	Non-Taxable
L2 Eligible Line item total + Tax	400.00
L2 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L3 Function (Per	Cabling

Form 470)

L3 Department of Industrial Relations Number (DIR)	1000012855
L3 Item Description (Make & Model etc.,)	1U Rackmount Fiber Tray
L3 Is installation included in price?	No
L3 Eligible Quantity	2
L3 Eligible Per Unit Cost	150
L3 Ineligible Quantity	0
L3 Ineligible Per Unit Cost	0.00
L3 Tax %	9.5%
L3 Eligible Line item total + Tax	328.50
L3 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L4 Function (Per Form 470)	Cabling
L4 Department of Industrial Relations Number (DIR)	1000012855
L4 Item Description (Make & Model etc.,)	1M Multimode Duplex 10 Gigabit Fiber Optic Patch Cable (50/125) OM3 - LC to LC has ceramic ferrules and a 50/125 Micron core.
L4 Is installation included in price?	No
L4 Eligible Quantity	4
L4 Eligible Per Unit Cost	20
L4 Ineligible	0

Quantity

L4 Ineligible Per Unit Cost	0.00
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L4 Tax %	9.5%
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L4 Eligible Line item total + Tax	87.60
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L4 ineligible Line item total + Tax	0.00
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Add another line item?	Yes
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L5 Function (Per Form 470)	Cabling
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L5 Department of Industrial Relations Number (DIR)	1000012855
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L5 Item Description (Make & Model etc.,)	6 Port (12 Strand) Loaded LC Adapter Panel
--	--

L5 Is installation included in price?	No
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L5 Eligible Quantity	2
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L5 Eligible Per Unit Cost	50
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L5 Ineligible Quantity	0
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L5 Ineligible Per Unit Cost	0.00
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L5 Tax %	9.5%
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L5 Eligible Line item total + Tax	109.50
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L5 ineligible Line item total + Tax	0.00
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Add another line item?	Yes
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L6 Function (Per Form 470)	Cabling
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L6 Department of Industrial Relations Number (DIR)	1000012855
L6 Item Description (Make & Model etc.,)	AFL LC 50/125 Multimode OM3/OM4 10Gig Laser Optimized Fiber Connector 6 Pack
L6 Is installation included in price?	No
L6 Eligible Quantity	4
L6 Eligible Per Unit Cost	75
L6 Ineligible Quantity	0
L6 Ineligible Per Unit Cost	0.00
L6 Tax %	9.5%
L6 Eligible Line item total + Tax	328.50
L6 ineligible Line item total + Tax	0.00
Add another line item?	Yes
L7 Function (Per Form 470)	Cabling
L7 Department of Industrial Relations Number (DIR)	1000012855
L7 Item Description (Make & Model etc.,)	Installation and termination of fiber
L7 Is installation included in price?	Yes
L7 Eligible Quantity	1
L7 Eligible Per Unit Cost	550
L7 Ineligible Quantity	0

L7 Ineligible Per Unit Cost 0.00

L7 Tax % Non-Taxable

L7 Eligible Line item total + Tax 550.00

L7 ineligible Line item total + Tax 0.00

Add another line item? No

Eligible Subtotal 2480.00

Eligible Tax Subtotal 145.35

Eligible Shipping Costs 0.00

Eligible Installation/Labor Cost 0.00

Ineligible Subtotal 0.00

Ineligible Tax Subtotal 0.00

Ineligible Shipping Costs 0.00

Ineligible Installation/Labor Cost 0.00

Total Eligible Cost 2625.35

Total Ineligible Cost 0.00

Ineligible + Eligible Total Cost 2625.35

Signature of Authorized Representative



Last Update 2019-02-02 12:59:05


Start Time	2019-02-02 12:45:59
Finish Time	2019-02-02 12:59:05
IP	47.180.114.143
Browser	Chrome
OS	Windows
Referrer	https://fs28.formsite.com/kQm1gu/form1/index.html

Ken Hagopian

From: form_engine@fs28.formsite.com on behalf of Formsite <form_engine@fs28.formsite.com>
Sent: Monday, February 4, 2019 6:05 PM
To: Ken Hagopian
Subject: C2 Pricing Form Result #2806875

Reference #	2806875
Status	Confirmed
Applicant Name:	Magnolia Public Schools
Magnolia Public Schools Form 470#	190002072
Applicant Email address	Magnolia Public Schools
Vendor Company Name	Digital Synergy Consulting, Inc.
Service Provider Identification Number (SPIN)	143036385
Vendor Representative	Ken Hagopian
Vendor E-Mail Address	Ken@dsc.la
Vendor Phone Number	8186479900
Service Type	Internal Connections
This pricing form responds to RFP section	B.2
L1 Function (Per Form 470)	Switches
L1 Item Description (Make & Model etc.,)	Aruba 2930F 48G PoE+ 4SFP+
L1 Is installation included in price?	No
L1 Eligible Quantity	9
L1 Eligible Per Unit Cost	1848
L1 Ineligible Quantity	0
L1 Ineligible Per Unit Cost	0.00
L1 Tax %	9.5%
L1 Eligible Line item total + Tax	18212.04
L1 Ineligible Line item total + Tax	0.00
L2 Function (Per Form 470)	Switches

L2 Item Description (Make & Model etc.)	Aruba J9150D Compatible 10GB SFP+ Gbic
L2 Is installation included in price?	No
L2 Eligible Quantity	36
L2 Eligible Per Unit Cost	125
L2 Ineligible Quantity	0
L2 Ineligible Per Unit Cost	0.00
L2 Tax %	9.5%
L2 Eligible Line item total + Tax	4927.50
L2 ineligible Line item total + Tax	0.00
L3 Function (Per Form 470)	UPS/Battery Backup
L3 Item Description (Make & Model etc.)	APC SMART-UPS 2200VA LCD RM 2U
L3 Is installation included in price?	No
L3 Eligible Quantity	2
L3 Eligible Per Unit Cost	1250
L3 Ineligible Quantity	0
L3 Ineligible Per Unit Cost	0.00
L3 Tax %	9.5%
L3 Eligible Line item total + Tax	2737.50
L3 ineligible Line item total + Tax	0.00
L4 Function (Per Form 470)	WAP
L4 Item Description (Make & Model etc.)	RUCKUS WIRELESS : ZoneFlex R720
L4 Is installation included in price?	No
L4 Eligible Quantity	55
L4 Eligible Per Unit Cost	500
L4 Ineligible Quantity	0
L4 Ineligible Per Unit Cost	0.00
L4 Tax %	9.5%
L4 Eligible Line item total + Tax	30112.50

L4 ineligible Line item total + Tax	0.00
L5 Function (Per Form 470)	WAP Controller
L5 Item Description (Make & Model etc,.)	5yr Ruckus Cloud WiFi
L5 Is installation included in price?	No
L5 Eligible Quantity	55
L5 Eligible Per Unit Cost	150
L5 Ineligible Quantity	0
L5 Ineligible Per Unit Cost	0.00
L5 Tax %	Non-Taxable
L5 Eligible Line item total + Tax	8250.00
L5 ineligible Line item total + Tax	0.00
Eligible Subtotal	59382.00
Eligible Tax Subtotal	4857.54
Eligible Shipping Costs	0.00
Eligible Installation/Labor Cost	7000
Ineligible Subtotal	0.00
Ineligible Tax Subtotal	0.00
Ineligible Shipping Costs	0.00
Ineligible Installation/Labor Cost	0.00
Total Eligible Cost	71239.54
Total Ineligible Cost	0.00
Ineligible + Eligible Total Cost	71239.54
Signature of Authorized Representative	
Last Update	2019-02-04 20:05:20
Start Time	2019-02-04 19:50:01
Finish Time	2019-02-04 20:05:20
IP	47.180.114.143
Browser	Chrome

OS

Windows

Referrer


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Ken Hagopian

From: form_engine@fs28.formsite.com on behalf of Formsite <form_engine@fs28.formsite.com>
Sent: Saturday, February 2, 2019 12:09 PM
To: Ken Hagopian
Subject: C2 Pricing Form Result #2801882

Reference #	2801882
Status	Confirmed
Applicant Name:	Magnolia Public Schools
Magnolia Public Schools Form 470#	190002072
Applicant Email address	Magnolia Public Schools
Vendor Company Name	Digital Synergy Consulting, Inc.
Service Provider Identification Number (SPIN)	143036385
Vendor Representative	Ken Hagopian
Vendor E-Mail Address	ken@dsc.la
Vendor Phone Number	8186479900
Service Type	Basic Maintenance on Internal Connections
This pricing form responds to RFP section	B.3
L1 Function (Per Form 470)	Switches
L1 Item Description (Make & Model etc.,)	Basic Maintenance of Internal Connections
L1 Is installation included in price?	No
L1 Eligible Quantity	160
L1 Eligible Per Unit Cost	125
L1 Ineligible Quantity	0
L1 Ineligible Per Unit Cost	0.00
L1 Tax %	Non-Taxable
L1 Eligible Line item total + Tax	20000.00
L1 Ineligible Line item total + Tax	0.00
Eligible Subtotal	20000.00

Eligible Tax Subtotal	0.00
Eligible Shipping Costs	0.00
Eligible Installation/Labor Cost	0.00
Ineligible Subtotal	0.00
Ineligible Tax Subtotal	0.00
Ineligible Shipping Costs	0.00
Ineligible Installation/Labor Cost	0.00
Total Eligible Cost	20000.00
Total Ineligible Cost	0.00
Ineligible + Eligible Total Cost	20000.00
Signature of Authorized Representative	
Last Update	2019-02-02 14:08:42
Start Time	2019-02-02 14:06:24
Finish Time	2019-02-02 14:08:42
IP	47.180.114.143
Browser	Chrome
OS	Windows
Referrer	https://fs28.formsite.com/kQm1gu/form1/index.html

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To: Magnolia Public Schools
From: Patrick Ontiveros, MPS General Counsel
Date: March 15, 2018

RE: Awarding the winning bids according to vendor evaluation matrices and adopt the purchase of E-Rate eligible equipment and services for each school

Magnolia Public Schools (MPS) Chief Executive Officer and MPS General Counsel acknowledge that they have read and reviewed the bid details pertaining to the above matter

A handwritten signature in blue ink that reads "Patrick Ontiveros".

Patrick Ontiveros
MPS General Counsel

A handwritten date in blue ink: "03/15/2019".

Date

A handwritten signature in blue ink that reads "Alfredo Rubalcava".

Alfredo Rubalcava
MPS CEO & Superintendent

A handwritten date in blue ink: "3/15/2018".

Date

Cover Sheet

Facilities Updates

Section: V. Discussion Items
Item: A. Facilities Updates
Purpose: FYI
Submitted by:
Related Material: V A Facilities Update.pdf



Committee Agenda Item #:	V. A- Update
Board Agenda Item #:	VI. B- Update
Date:	March 19, 2019
To:	Magnolia Educational & Research Foundation dba Magnolia Public Schools ("MPS") Board of Directors Facilities Committee & Ad Hoc Committee and MPS Board
From:	Alfredo Rubalcava, CEO & Superintendent
Staff Lead:	Patrick Ontiveros, General Counsel & Director of Facilities
RE:	FACILITIES UPDATES

Background

No action recommended. Information only.

SCHOOL	UPDATES	NEXT STEPS
MSA-1	<p>New High School Building Construction Update:</p> <ul style="list-style-type: none"> Project schedule has been impacted by recent rainfalls. Projected completion date is now early August, which should still allow school to open on time. See Exhibit A for pictures of progress. A contingency plan to open at the Bridge Bible Fellowship is in the works. Staff is submitting PCI 23 to the Committee and Board for approval to remove and replace the parking lot. Staff previously reported that the parking lot is in bad shape. Grind and overlay will not work. <p>Existing Rehab Update:</p> <ul style="list-style-type: none"> Staff is pricing out the needed repairs to the existing school building at 18238 Sherman Way ("18238"). If 2014 bond proceeds are repurposed to complete the construction of the new building there will not be sufficient remaining to make any improvements to the 18238 building 	<p>New High School Building Construction:</p> <ul style="list-style-type: none"> Continue with construction activities GC is mitigating effects of rain as much as possible. See Exhibit A for pictures. Approve PCI allowing replacement of parking lot pavement. <p>Existing Rehab:</p> <ul style="list-style-type: none"> Staff will determine whether after the 2014 bond proceeds are repurposed to complete the 18220 construction project, what funds, if any, are available for 18238 projects



SCHOOL	UPDATES	NEXT STEPS
	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> The contract for the Prop 39 energy efficient upgrades – HVAC, lighting, and Plugload management -- has been submitted to the Ad Hoc Committee for approval 	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> If the contracts presented to the Ad Hoc Committee are approved, the improvements will be scheduled for installation
MSA-2	<p>Campus Improvements:</p> <ul style="list-style-type: none"> Draft of development agreement for improvements to campus is pending response from LAUSD; cost estimates were provided to LAUSD LACOE provided feedback re installation of cameras in classrooms; YMC helped MPS to refine the camera policy. Cameras waiting to be installed <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> LAUSD approved HVAC upgrade project Facility Committee and Board approved HVAC upgrade; contract with vendor was signed. We were waiting on rebate information in order to proceed with installation but have decided to move forward with installation. We are waiting for LAUSD approval of a lighting project, worth about \$20,000, in order to sign contract and move forward 	<p>Campus Improvements:</p> <ul style="list-style-type: none"> MSA-2 Principal and director of facilities have weekly face to face meetings to ensure that project moves forward in a timely manner Policy has been finalized. <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> HVAC Project will move forward with installation over spring break. Expected rebate from LADWP is expected to be about \$13,000 (estimate provided by First Note). Lighting project awaiting approval from LAUSD; upon approval by LAUSD, present contract to Ad Hoc Committee or Board, as the case may be, for approval
MSA-3	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> MSA-3 received Prop 39 co-location preliminary offer for space. MPS, MSA-3 and Young Minney & Corr reviewed and responded by March deadline Search for private site continues. <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> MSA-3 is eligible for energy efficiency upgrades totaling \$247,000 (Lighting, HVAC, Plugload) Bids have been received for lighting and HVAC (within budget) 	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> See additional classrooms from LAUSD Continue with site search <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> Project still requires approval by LAUSD; pursue approval Upon approval by LAUSD, present contracts to Ad Hoc Committee or Board, as the case may be, for approval
MSA-4	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> MSA-4 received Prop 39 co-location preliminary offer for space. MPS, MSA-4 and Young Minney & Corr reviewed and responded by March deadline In response, MSA-4 expressed a willingness to move to another Prop 39 site that may be more strategic as far as bolstering the enrollment at both MSA-4 and MSA-6. 	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> Respond to Prop 39 Co-location preliminary offer Continue with site search



SCHOOL	UPDATES	NEXT STEPS
	<ul style="list-style-type: none"> Search for private site continues. <p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> MSA-3 is eligible for energy efficiency upgrades totaling \$231,070 (Lighting, HVAC, Plugload) Bids have been received for lighting and HVAC (within budget) 	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> Project still requires approval by LAUSD; pursue approval Upon approval by LAUSD, present contracts to Ad Hoc Committee or Board, as the case may be, for approval
MSA-5	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> MSA-5 received Prop 39 co-location preliminary offer for space. MPS, MSA-5 and Young Minney & Corr responded by March deadline 	<p>Prop 39 Co-location:</p> <ul style="list-style-type: none"> MSA-5 is endeavoring to secure additional exclusive use space
	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> MSA-5 is eligible for energy efficiency upgrades totaling \$234,833 (Lighting, HVAC, Plugload) Bids have been received for lighting and HVAC (within budget) Pursuing tying the new CDS code to this school so that the Prop 39 project can proceed 	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> Project still requires approval by LAUSD; pursue approval Upon approval by LAUSD, present contracts to Ad Hoc Committee or Board, as the case may be, for approval Pursue CDS code change; we have received feedback that it will be completed but it is lagging
MSA-6	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> MSA-6 received small award (\$58,836) for lighting and solar Contract for lighting retrofit has been presented to Ad Hoc Committee for approval 	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> If the contracts presented to the Ad Hoc Committee are approved, the improvements will be scheduled for installation
MSA-7	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> New HVAC installation was completed Balance of Prop 39 EEG are lighting upgrade, cool roof -, and Plug Load Management Other Capital Improvements <p>Other Capital Improvements</p> <ul style="list-style-type: none"> Original RFP for playground and restrooms did not receive sufficient responses. Director of Facilities republished RFP and has received some interest. 	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> Review lighting contract If acceptable, present contract to Ad Hoc Committee or Board, as the case may be, for approval <p>Other Capital Improvements:</p> <ul style="list-style-type: none"> Review and evaluate RFP proposals when they are submitted.



SCHOOL	UPDATES	NEXT STEPS
MSA-8	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> Total grant of \$232,428.36 for lighting, cool roof, HVAC and plugload Site meeting with LAUSD mid-February went well and are presently following up 	<p>Prop 39 Energy Efficiency Grant:</p> <ul style="list-style-type: none"> Continue follow up with LAUSD
MSA-SAN DIEGO	<p><u>SILVER CREEK:</u></p> <ul style="list-style-type: none"> Silver Creek completed punch-list. Received close out documentation. Silver Creek addressed warranty issues Final payment to Silver Creek is in process. 	<p><u>SILVER CREEK:</u></p> <ul style="list-style-type: none"> In close out mode; warranty issues addressed
	<p><u>Williams Scotsman:</u></p> <ul style="list-style-type: none"> Rosemary Nunn of Musick Peeler handling negotiation of a cash refund due to WS issues. 	<p><u>Williams Scotsman:</u></p> <ul style="list-style-type: none"> Continue with negotiation for larger cash refund.
	<p>Additional Campus Improvements –</p> <ul style="list-style-type: none"> MSA San Diego would like to add cabinets to classrooms, a permanent lunch shelter immediately adjacent to MPR, and install synthetic turf in the dirt playground; however, Hamlin has proposed repurposing of remaining money in MSA-San Diego account, so there may be limited funds left for any further upgrades 	<p>Additional Campus Improvements:</p> <ul style="list-style-type: none"> Staff to determine how much money, if any, may be available for desired upgrades
	<p>Prop 39 Energy Grant:</p> <ul style="list-style-type: none"> Consultants submitted report for use of Prop 39 funds at new site by amending expenditure plan. Request was rejected by CEC. First Note Finance is appealing decision. 	<p>Prop 39 Energy Grant:</p> <ul style="list-style-type: none"> Appeal of denial of amendment to expenditure plan in process
MSA-SANTA ANA	<p>Project is complete. CERTIFICATION LETTER RECEIVED FROM DIVISION OF STATE ARCHITECT.</p> <p>There are some warranty issues that need to be addressed by the general contractor.</p>	<p>Nothing further</p> <p>Director of Facilities following up.</p>



Exhibit A

Pictures of Current Construction Progress



