



Board Agenda Item #	II O- Consent Item
Date:	06.14.2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D. CEO & Superintendent
Staff Lead:	Suat Acar, Chief Operations Officer
RE:	<p>Approval of winning bids for MPS Schools E-Rate eligible equipment and services:</p> <ul style="list-style-type: none"> • Voice services for 8 sites (other than SD and SA) – Spectrum - \$2999/ per month • Voice services for Santa Ana – ATT/Pacbell - \$275/per month • Voice for MSA San Diego – Cox communications • Internet service for MSA San Diego – Cox communications – (\$2745 for voice and internet) • Cabling for MSA-San Diego – Digital Synergy Consulting - \$38,292.19 • Switches for MSA Santa Ana–Digital Synergy Consulting - \$11,900.35 • HP Switches and Wireless Access Points for San Diego –Digital Synergy Consulting – \$23,959.73

Proposed Board Recommendation

I move that the board awards the winning bids 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 FY2017 is expected to be 80% for Internet, WAN connectivity and network infrastructure components (e.g., switches, wireless access points, cabling). MPS’ discount for voice services is expected to be 40% for FY2016 (20% for FY2017 and 0% thereafter). Note: the E-Rate program is phasing out



support for voice services by reducing discounts by 20 points per year.

Consistent with E-Rate rules, MPS filed an FCC Form 470 (#170059293) and associated RFP to initiate an open and fair competitive bidding process, recapped by these milestones:

- 4/11/16 – Form 470 and RFP for E-Rate eligible equipment and services for all schools was released with proposal due date of 5/9/17. (E-Rate requires a minimum of 28 days before proposals may be evaluated.)
- On 4/17/17 – We released RFP Amendments to answer detailed vendor questions about our requirements.
- 5/9/17 – Proposals were due.
- 5/10/17 – 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:



Factor	Weight
Cost of eligible products and services (required, highest weight)	26%
Functionality/completeness/specifications of proposed solution ¹	25%
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%
Contract terms and conditions ²	10%
Cost of <i>ineligible</i> products and services ³	20%
Extent to which a single-provider, turnkey solution is provided ⁴	5%
Total	100.00%

We received attached bids, recapped as follows (**bold green** text reflects recommendations):

- Voice services – 3 bids from **AT&T, Cox communications, and Spectrum**

¹ 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]. For Category 1 services, whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections, is also a consideration. For Category 2, consideration is given to: completeness of solution; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided.

² Among other considerations as to terms and conditions, contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. In California, Vendors participating in California Teleconnect Fund may be scored higher. SPI invoicing is expected. 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.

³ Such as cost of handsets or Early Termination Fees.

⁴ *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 completely addresses all the requirements (or even addresses multiple categories, such as Telecom and Internet). In the case of Category 2 services, Applicant has the preference, but not a requirement, for a solution wherein a single contract with a single vendor completely addresses all requirements; however, use of subcontractors is acceptable.



- Internet services for San Diego – 3 bids from **Cox Communications**, AT&T, and Spectrum,
- Cabling for MSA-San Diego – 4 bids: **Digital Synergy Consulting**, NPC, Cal Net Tech, GATS, and SKY
- Switches & Wireless Access Points for Santa Ana – 3 bids: **Digital Synergy Consulting**, Cal Net Tech, and Sehi.

Vendor proposals with total amounts are available via this Dropbox link:
<https://www.dropbox.com/sh/u8t13daegzv4h3a/AAC9XfnSANf2TtuPBtPTQLHva?dl=0>.

Budget Implications

- All the RFPed technology needs are budgeted for 2017-18 fiscal year and submitted to EdTec.
- The \$54,000 MSA San-Diego cabling and equipment are budgeted for the Construction project.

CFO Approval:

Attachments:

- MPS Released RFP
- Bid evaluation matrix
- Winning bids from Vendors
- [All bids are available at:](https://www.dropbox.com/sh/u8t13daegzv4h3a/AAC9XfnSANf2TtuPBtPTQLHva?dl=0)

Name of Staff Originator: Rasul Monoshev

REQUEST FOR PROPOSALS

E-Rate Eligible Products and Services

Funding Year 2017: 7/1/2017 – 6/30/2018



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	170059293

*Submit **QUESTIONS** about this RFP or associated Form 470 by email to:*

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** in response to this RFP, including Signature Page, by
email¹ to:*

erate.mps@learningtech.org

Unless indicated elsewhere (e.g., by amendment to this RFP),
the deadline for submission of **PROPOSALS** is **5pm PST,**
28 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.

OVERVIEW

This Request for Proposals includes SPECIFIC INFORMATION, TERMS AND CONDITIONS and GENERAL INFORMATION, TERMS AND CONDITIONS.

The SPECIFIC section provides specific details about the Applicant's current situation and desired solutions. The GENERAL section instructs the respondent about minimum requirements and submission details.

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 this document.**

A responsive proposal will be submitted per instructions on first page and will include:

- **Vendor's proposal**
- **RFP Signature Page**
- **Pricing Form(s)**

SPECIFIC INFORMATION, TERMS AND CONDITIONS

A. BACKGROUND

The following background information about the Applicant’s existing technology infrastructure and goals may be helpful in preparing a responsive bid.

The Applicant, Magnolia Public Schools [MPS], is CA PUBLIC Charter School District. Most of MPS’ schools have existing multiyear contracts for Internet service and WAN connectivity with Time Warner Cable; MSA-San Diego has month-to-month service with Cox.

For FY2016, MPS established the CALNET3 State Master Contract for voice services for all sites, but implementation has been difficult, therefore new voice services are sought for all sites.

For FY2017, these facility changes are planned:

1. MSA-1 will have another building added to the current campus, though no additional Internal Connections are needed for FY2017.
2. MSA-SD will be moving to 6525 Estrella Ave, San Diego 92120 (from 6365 Lake Atlin Avenue, San Diego 92119). This new site will need a full complement of Internal Connections, including wiring, for the new site’s network infrastructure.
3. MSA-SA’s enrollment is expanding. A few more switches will be needed for this site.

Any resulting contract will be with:

Applicant Name	Magnolia Public Schools
Applicant Authorized Signer	Rasul Monoshev
Applicant Implementation Contact	Rasul Monoshev
REMINDER	Do NOT contact these individuals directly until an award has been made to your organization.

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 conversion discrepancies, the Form 470 **Billed Entity** or **Recipients of Service** sections may differ from those listed below).

Entity Name	Address	aka	BEN
Magnolia Public Schools Central Office	250 East 1st Street, Suite 1500 Los Angeles, CA 90012	Central Office (NIF)	17003776
Magnolia Science Academy	18238 Sherman Way Reseda, CA 91335	MSA 1	234483
Magnolia Science Academy Valley	17125 Victory Blvd. Van Nuys, CA 91406	MSA 2	16056857
Magnolia Science Academy Carson	1254 East Helmick Street Carson, CA 90746	MSA 3	16056858

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Entity Name	Address	aka	BEN
Magnolia Science Academy Venice	11330 West Graham Place Los Angeles, CA 90064	MSA 4	16056859
Magnolia Science Academy Los Lobos	18230 Kittridge Street Reseda, CA 91335	MSA 5 (Hollywood)	16056860
Magnolia Science Academy Palms	3754 Dunn Drive Los Angeles, CA 90034	MSA 6	16056861
Magnolia Science Academy Elementary	18355 Roscoe Blvd. Northridge, CA 91325	MSA 7	16028804
Magnolia Science Academy San Diego	6525 Estrella Ave San Diego, CA 92120	MSA SD	16056862
Magnolia Science Academy Santa Ana	2840 W. 1st Street Santa Ana, CA 92703	MSA SA	16056863

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.

B.1 Category 1, Voice Service for 10 sites

Minimum requirements include:

- Local and long distance voice service for all sites
 - Up to about 35 end users per site and 10 concurrent calls per site
 - Total of about 350 end users
 - Up to 1,000 long distance minutes per month per site, prefer pooled across district for total of 10,000 per month
 - Analog solution preferred
 - Strongly preferred that customer Premise Equipment [CPE] meets the E-Rate requirements for On-Premise Category 1 Equipment

B.2 Category 1, Direct Internet Access for San Diego

Minimum requirements include:

- Anticipated bandwidth trajectory
 - Year 1 = At least 50 Mbps, 200 Mbps preferred
 - Year 2 = About 400 Mbps
 - Year 3 = Up to 1 Gbps
- Strongly preferred that customer Premise Equipment [CPE] meets the E-Rate program requirements for On-Premise Category 1 Equipment
- Prefer at least 99.99% uptime reliability
- Symmetrical bandwidth is preferred

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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 Form (attached with this RFP to the FCC Form 470):

pricing_form.xlsx

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 so in spreadsheet by adding rows or columns or additional tabs.

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). A three (3) year term with 1-year renewals after initial contract term is preferred.

B.3 Category 2, Internal Connections – Cabling for San Diego

Minimum requirements include:

- **For MSA SD in San Diego:**
 - Fiber = 3 runs, each about 600 feet, total of about 1800 feet
 - CAT6 = up to 200 drops, each about 330 feet, total of about 66,000 feet
 - Feet are estimated, and may be revised after walk-through
- **Specifications**
 - Fiber
 - 6 strand 10 Gigabit rated 50/125 μ m fiber
 - Terminated with LC type connectors on all strands
 - Please quote per-drop pricing, preferably including all eligible parts, labor, taxes, and shipping costs
 - All necessary 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 wiring must be labeled on both ends and tested, with wiring maps supplied. Fiber test results and wire maps are to be supplied to the Applicant in electronic format
 - Fiber Optic patch panel(s) as needed, to be provided by cabling vendor.
 - CAT6 Class E
 - All wiring must be in compliance with TIA/EIA 568/569-C standards
 - Please quote per-drop pricing, preferably including all eligible parts, labor, taxes, and shipping costs

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- All necessary 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 wiring must be labeled on both ends and tested, with wiring maps supplied. Copper test results and wire maps are to be supplied to the Applicant in electronic format
- RJ45 patch panel(s) as needed, to be provided by cabling vendor.

Pricing Form (required): Vendors should submit the completed Pricing Form (attached with this RFP to the FCC Form 470):

pricing_form.xlsx

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.

B.4 Category 2, Internal Connections – Network Components

Project includes *installation* of rack-able equipment, *mounting* of wireless access points at the approximate ceiling center of each indicated room, and initial *configuration* of firewall, switches, WAP controller (if any), and WAPs. The following quantities of components are needed per site:

Component	MSA SA	MSA SD	Total
Switch	4	4	8
SFP Module	8	8	16
UPS	-	1	1
APs	-	10	10
WAP Controller	-	1	1
Rack	-	1	1

Minimum requirements include:

- Switches
 - 48 ports, HP or equivalent functionality
 - All switches must support at least Layer 3, PoE
 - Prefer identical family, 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 at least two 10 Gbps mini-GBIC SFP modules with LC connections
 - Ability to bond the fiber ports is *strongly* preferred, unless cost prohibitive
 - 3 year term Limited Licensing Contracts

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- Fiber adapters/SFP modules
 - 2 per switch
 - 50/125 μm
 - 10 Gbps-rated multimode
 - LC type connectors

- Wireless Access Points
 - Support for QoS and VLANs
 - Capable of supporting up to 2 uplink-side M-GIG RJ45 connections, with Power-over-Ethernet (PoE+), 10/100/1000BaseT, auto sensing, auto-MDX, for a nominal combined bandwidth capacity of 2 Gbps
 - Wireless access points must support 802.11g/n/ac, Wave 2 preferred; OK to offer pricing with or without Wave 2 capability. (Please provide separate pricing form(s) for alternative options.)
 - Sufficient density of access points to ensure seamless coverage at any location in the network coverage area. When fully implemented, network should be 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
 - Dual Radios supporting *both* commonly used frequencies
 - 3 year term Limited Licensing Contracts
 - Ruckus preferred, or equivalent functionality

- Equipment Rack/Cabinet
 - Please allow for at least 20% additional vertical unit capacity after the eligible equipment (switches, UPS units) is taken into consideration, whether or not provided by the same vendor
 - Racks will be installed in closed-door data closets, so full cabinets, while acceptable, are not required; open frame racks are acceptable
 - Floor mount
 - Standard 19-inch wide, wall-mount, approximately 42 inches in depth, designed to support about 200 pounds and installed properly for this weight requirement.

- UPS unit
 - 2500 VA
 - 19" rack mount
 - UPS should provide at least 30 minutes of uptime given anticipated loads for proposed eligible equipment
 - Capacity to support all LAN/WAN connection components and work with PoE capable devices

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- Wireless Access Point Controller
 - If needed, prefer cloud management
 - 3 year licensing for all APs

Pricing Form (required): Vendors should submit the completed Pricing Form (attached with this RFP to the FCC Form 470):

pricing_form.xlsx

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.

C. VENDOR WALK THROUGH

A Vendor “Walk Through” will NOT be held. Please do not request a special appointment. The site is empty currently with nothing on the campus. Bungalows are being constructed elsewhere and will be moved to campus during summer.

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.)
- “Budgetary” pricing.

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.

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

Criterion	Weight
Cost of eligible products and services during initial contract term (required, highest weight)	26%
Functionality/completeness/specifications of proposed solution ²	25%
Cost of <i>ineligible</i> products and services ³ during initial contract term	20%
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%
Contract terms and conditions ⁴	10%
Extent to which a single-provider, turnkey solution is provided ⁵	5%
Total	100.00%

E. OTHER SPECIFICS

Please see these documents uploaded with this RFP to EPC:

- Site plan for MSA-SD (mps_site_plan.pdf) showing security camera placements (yellow highlights). MDF will be in Administration building and each adjacent building will have an IDF, though exact locations are not yet available.
- Floor plan for MSA-SD (mps_floor_plan_ethernet_drops.pdf) – red clouds show CAT6 drop locations.

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]. For Category 1 services, whether Customer Premise Equipment [CPE] meets the criteria to be treated as Category 1, rather than Internal Connections, is also a consideration. For Category 2, consideration is given to: completeness of solution; compatibility with existing components; installation complexity; installation timetable. If self-installation is required, sample instructions should be provided.

³ Such as cost of handsets or Early Termination Fees.

⁴ Among other considerations as to terms and conditions, contracts with relatively onerous termination fees are apt to be scored lower, other things being equal. In California, Vendors participating in California Teleconnect Fund may be scored higher. SPI invoicing is expected. 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.

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 completely addresses all the requirements (or even addresses multiple categories, such as Telecom and Internet). In the case of Category 2 services, Applicant has the preference, but not a requirement, for a solution wherein a single contract with a single vendor completely addresses all requirements; however, use of subcontractors is acceptable.

REQUEST FOR PROPOSALS

Signature Page **(required)**

Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	170059293

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 RFP 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

DIR (required for cabling)

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

Rasul Monoshev, IT Director

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

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:
 - Voice and data telecommunications
 - Internet access
- 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.

All questions and contacts about this RFP should be via electronic mail, addressed as indicated on the cover page above. 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.

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

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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.**⁶

1. GENERAL INFORMATION

1.1 Introduction and Scope

Starting with Funding Year 2017 (July 1, 2017 – June 30, 2018), 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 INFORMATION** section of this RFP.

Applicant intends to obtain technically sound, cost-effective, 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.⁷ 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.

⁶ In general, the prices for products and services for which E-Rate discounts are requested can no longer be confidential.

⁷ Please reference E-Rate Eligible Services List <http://www.usac.org/sl/applicants/beforeyoubegin/eligible-services-list.aspx>.

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
- 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
- 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
- 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
- Which portions of this solicitation are addressed by your proposal?

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 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

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- 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 this solicitation, along with the submission address. ***Proposals should be valid for at least 60 days. 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 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.***

If Vendor's proposal is selected for award, Applicant will execute the Applicant portion of the **Signature Page** to confirm acceptance and establish the **legally binding agreement**, as required by E-Rate program rules. Additional documents may be required by Applicant. If acceptable to Applicant, Applicant may also sign Vendor's standard master contract terms and conditions.

Submission of the provided Pricing Form is required. Proposals should include the completed **Pricing Form**, unmodified, 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 this RFP and its associated Form 470.

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.

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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 every 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 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, by the deadline indicated on the cover page. 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 Portal [EPC] 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

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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.

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.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All 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. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing [SPI] method. *Invoices must not be dated prior to July 1 of the relevant funding year*, even if Applicant authorizes early implementation of non-recurring projects. 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. 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 should be at Applicant's discretion. ***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 the Vendors 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

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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.⁸ 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 contract. The Applicant shall not be liable for any costs beyond those proposed and awarded. Shipping costs should be estimated F.O.B. the Applicant 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 thirty-six months (36 months) in the case of delayed FCDL, with reasonable provisions for annual price adjustments as indicated herein and/or reasonable service substitutions.

⁸ Certain services may be eligible for E-Rate discounts as Basic Maintenance.

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>)
- 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

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(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 projects;⁹
- 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.

2.12 Form of Contract

Applicant will consider all allowable forms of agreement including month-to-month or tariffed services,¹⁰ 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 the **SPECIFIC INFORMATION** section **B. PRODUCTS AND SERVICES SOUGHT**. 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 annual or month-to-month 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

⁹ 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>.

¹⁰ 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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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
- 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 above 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 if specified in accompanying document(s). **Within each of the numbered groups of PRODUCTS AND SERVICES SOUGHT in section B above, Applicant requires bids on the entire group, to facilitate “apples to apples” comparison of proposals.**

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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 F.O.B. 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 corporation and its key personnel must not have been suspended or debarred from participation the E-Rate program.
- Vendor must have received or document that they 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

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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, Internet servers and similar equipment within the K-12 marketplace during the last 3-5 years.
- Project staffing should include MCSE + Internet Engineer or equivalent certifications for any Windows or equivalent functionality server projects.
- Project staffing should include Apple-certified Engineer or equivalent certifications for any Macintosh or equivalent functionality server projects.
- 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 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

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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 Walk Through

If a Vendor “Walk Through” will be held, details will be specified in accompanying documents.

2.18 Additional Requirements

2.18.1. 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.

2.18.2. 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

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- 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.

2.18.3 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.
- 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 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.
- f) Vendor confirms pricing meets Lowest Corresponding Price requirement of the E-Rate Program.

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2.18.4. 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.

2.18.5 ITEM 21 ATTACHMENT

Vendor will 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.¹¹

¹¹ Note that the Item 21 Attachment in SLD standard template format ready for upload to the Form 471 application is requested in addition to the required Pricing Form.

Appendix: Example Detail of Taxes¹²

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:

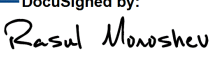
- Regulatory Cost Recovery Charge
- Federal Universal Service Fund
- Other AT&T Surcharges

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

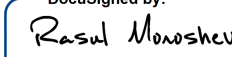
¹² This is an example; vendors should provide similar details for Applicant local and state areas.

Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES			CATEGORY 1 SERVICES			
<p>170059293 apply for 5 lines/site, maybe not install all 2-3 per site, 5 at larger site Voice Service for 10 sites Local and long distance voice service for all sites. Up to about 35 end users per site and 10 concurrent calls per site. Up to 1,000 long distance minutes per month per site, prefer pooled across district for total of 10,000 per month. Analog solution preferred.</p>		<p>Magnolia Public Schools © 2009-2017 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.</p>							
Discount Percent for INTERNET Services		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area (This section is automatically Calculated)							
80%		Vendors' Scores			Vendors' Ratings				
Discount Percent for Voice Services		PRI	Analog line			PRI	Analog line		
20%		TWC	TWC	Vendor 3	Vendor 4	Vendor 5	TWC	TWC	
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 2,500.00							
1-time Non-recurring Costs	NOT eligible 1-time								
1-time Non-recurring Costs	Total 1-time Cost	\$ 2,500.00							
Monthly Costs	ELIGIBLE Monthly Recurring	\$ 3,450.00	\$ 2,999.00						
Monthly Costs	NOT eligible Monthly Recurring								
Monthly Costs	Total Monthly Recurring	\$ 3,450.00	\$ 2,999.00	\$ -	\$ -	\$ -			
1st Year Costs	TOTAL 1st year Costs	\$ 43,900.00	\$ 35,988.00	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 43,900.00	\$ 35,988.00	\$ -	\$ -	\$ -			
Least 1st year Cost of Eligible Services \$ 35,988.00		1st year cost must be most cost effective							
Contract Term in MONTHS		0	0	0	0	0			
TOTAL CONTRACT Eligible Cost		\$ 2,500.00	\$ -	\$ -	\$ -	\$ -			
Least CONTRACT Cost of Eligible Services \$ 2,500.00		Total contract cost must be most cost effective							
Evaluation Criterion	Weight								
For INTERNAL Reference ONLY	vs 1st year	4.10	5.00	0.00	0.00	0.00			
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	0.00	0.00	0.00	0.00			
Cost of Eligible Services (required, highest weight)	26%	4	5				1.04	1.30	
Comments									
Functionality/completeness/specifications of proposed	25%	4	4				1.00	1.00	
Comments									
Cost of IN-eligible Services (required)	20%	4	4				0.80	0.80	
Comments									
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%	4	4				0.56	0.56	
FY2016 Funding Requests	select from vendor list tab								
Comments									
Contract terms and conditions	10%	4	4				0.40	0.40	
Comments									
Extent to which a single-provider, turnkey solution is provided	5%	3	3				0.15	0.15	
Comments									
Total	100%						3.95	4.21	
Comments									
		Final Rankings (1,2,3)						Final Rankings (1,2,3)	
		2	1				2	1	

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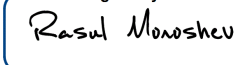
Bid Evaluation Matrix		Magnolia Public Schools			CATEGORY 1 SERVICES		
170059293		© 2009-2017 The Miller Institute for Learning with Technology			Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed.		
Direct Internet Access for San Diego		All other rights reserved.			Bidders:		
At least 50 Mbps, 200 Mbps preferred, Year 2 = About 400 Mbps, Year 3 = Up to 1 Gbps		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor (This section is automatically Calculated)			Vendors' Ratings		
Discount Percent for INTERNET Services		Vendors' Scores			1 Gbps		
80%		1000	1000	1000	ATT	Cox	TWC
Discount Percent for Voice Services		ATT	Cox	TWC	ATT	Cox	TWC
20%							
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 750.00	\$ -	\$ 750.00			
1-time Non-recurring Costs	NOT eligible 1-time						
1-time Non-recurring Costs	Total 1-time Cost	\$ 750.00	\$ -	\$ 750.00			
Monthly Costs	ELIGIBLE Monthly Recurring	\$2,749.00	\$ 2,500.00	\$ 3,618.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 2,749.00	\$ 2,500.00	\$ 3,618.00			
1st Year Costs	TOTAL 1st year Costs	\$ 33,738.00	\$ 30,000.00	\$ 44,166.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 33,738.00	\$ 30,000.00	\$ 44,166.00			
Least 1st year Cost of Eligible Services \$ 30,000.00					1st year cost must be most cost effective		
	Contract Term in MONTHS	36	36	36			
	TOTAL CONTRACT Eligible Cost	\$ 99,714.00	\$ 90,000.00	\$ 130,998.00			
Least CONTRACT Cost of Eligible Services \$ 90,000.00					Total contract cost must be most cost effective		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	4.45	5.00	3.40			
For INTERNAL Reference ONLY	vs. CONTRACT	4.51	5.00	3.44			
Cost of Eligible Services (required, highest weight)	26%	4.5	5	3.5	1.17	1.30	0.91
Comments	\$/Mbps/mo	\$ 2.77	\$ 2.50	\$ 3.64			
Functionality/completeness/specifications of proposed	25%	5	4.5	4.5	1.25	1.13	1.13
Comments							
Cost of IN-eligible Services (required)	20%	5	5	5	1.00	1.00	1.00
Comments							
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%	4	5	4	0.56	0.70	0.56
FY2016 Funding Requests	select from vendor list tab	\$ 74,973,187.22	\$ 11,968,085.98	\$ 84,923,974.17			
Comments			incumbent & good experience				
Contract terms and conditions	10%	3	3	3	0.30	0.30	0.30
Comments							
Extent to which a single-provider, turnkey solution is provided	5%	0	5	0	0.00	0.25	0.00
Comments			can get Internet and voice from same provider				
Total	100%				4.28	4.68	3.90
Comments							
		Final Rankings (1,2,3)			Final Rankings (1,2,3)		
		2	1	3	2	1	3

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Bid Evaluation Matrix		Magnolia Public Schools			CATEGORY 1 SERVICES		
170059293		© 2009-2017 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.		
Direct Internet Access for San Diego		All other rights reserved.			Bidders:		
At least 50 Mbps, 200 Mbps preferred, Year 2 = About 400 Mbps, Year 3 = Up to 1 Gbps		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor (This section is automatically Calculated)			Vendors' Ratings		
Discount Percent for INTERNET Services		Vendors' Scores "200 Mbps"					
80%		250	200	200			
Discount Percent for Voice Services		ATT	Cox	TWC	ATT	Cox	TWC
20%							
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 750.00	\$ -	\$ 750.00			
1-time Non-recurring Costs	NOT eligible 1-time						
1-time Non-recurring Costs	Total 1-time Cost	\$ 750.00	\$ -	\$ 750.00			
Monthly Costs	ELIGIBLE Monthly Recurring	\$1,460.00	\$ 1,350.00	\$ 1,862.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 1,460.00	\$ 1,350.00	\$ 1,862.00			
1st Year Costs	TOTAL 1st year Costs	\$ 18,270.00	\$ 16,200.00	\$ 23,094.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 18,270.00	\$ 16,200.00	\$ 23,094.00			
Least 1st year Cost of Eligible Services \$ 16,200.00					1st year cost must be most cost effective		
	Contract Term in MONTHS	36	36	36			
	TOTAL CONTRACT Eligible Cost	\$ 53,310.00	\$ 48,600.00	\$ 67,782.00			
Least CONTRACT Cost of Eligible Services \$ 48,600.00					Total contract cost must be most cost effective		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	4.43	5.00	3.51			
For INTERNAL Reference ONLY	vs. CONTRACT	4.56	5.00	3.59			
Cost of Eligible Services (required, highest weight)	26%	4	4	3	1.04	1.04	0.78
Comments	\$/Mbps/mo	\$ 5.92	\$ 6.75	\$ 9.41			
Functionality/completeness/specifications of proposed	25%	5	4.5	4.5	1.25	1.13	1.13
Comments							
Cost of IN-eligible Services (required)	20%	5	5	5	1.00	1.00	1.00
Comments							
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%	4	5	4	0.56	0.70	0.56
FY2016 Funding Requests	select from vendor list tab	\$ 74,973,187.22	\$ 11,968,085.98	\$ 84,923,974.17			
Comments			incumbent & good experience				
Contract terms and conditions	10%	3	3	3	0.30	0.30	0.30
Comments							
Extent to which a single-provider, turnkey solution is provided	5%	0	5	0	0.00	0.25	0.00
Comments			can get Internet and voice from same provider				
Total	100%				4.15	4.42	3.77
Comments							
		Final Rankings (1,2,3)			Final Rankings (1,2,3)		
		2	1	3	2	1	3

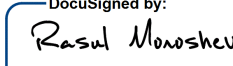
Bid Evaluation Matrix		Magnolia Public Schools			CATEGORY 1 SERVICES		
170059293		© 2009-2017 The Miller Institute for Learning with Technology			Permission is given to K-12 institutions to copy for educational fair use, so long as this notice is not removed.		
Direct Internet Access for San Diego		All other rights reserved.			Bidders:		
At least 50 Mbps, 200 Mbps preferred, Year 2 = About 400 Mbps, Year 3 = Up to 1 Gbps		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor (This section is automatically Calculated)			Vendors' Ratings		
Discount Percent for INTERNET Services		Vendors' Scores "400 Mbps"					
80%		400	1000	500			
Discount Percent for Voice Services		ATT	Cox	TWC	ATT	Cox	TWC
20%							
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 750.00	\$ -	\$ 750.00			
1-time Non-recurring Costs	NOT eligible 1-time						
1-time Non-recurring Costs	Total 1-time Cost	\$ 750.00	\$ -	\$ 750.00			
Monthly Costs	ELIGIBLE Monthly Recurring	\$1,944.00	\$ 2,500.00	\$ 2,743.00			
Monthly Costs	NOT eligible Monthly Recurring						
Monthly Costs	Total Monthly Recurring	\$ 1,944.00	\$ 2,500.00	\$ 2,743.00			
1st Year Costs	TOTAL 1st year Costs	\$ 24,078.00	\$ 30,000.00	\$ 33,666.00			
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -			
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 24,078.00	\$ 30,000.00	\$ 33,666.00			
Least 1st year Cost of Eligible Services \$ 24,078.00					1st year cost must be most cost effective		
	Contract Term in MONTHS	36	36	36			
	TOTAL CONTRACT Eligible Cost	\$ 70,734.00	\$ 90,000.00	\$ 99,498.00			
Least CONTRACT Cost of Eligible Services \$ 70,734.00					Total contract cost must be most cost effective		
Evaluation Criterion	Weight						
For INTERNAL Reference ONLY	vs 1st year	5.00	4.01	3.58			
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	3.93	3.55			
Cost of Eligible Services (required, highest weight)	26%	4	5	3.75	1.04	1.30	0.98
Comments	\$/Mbps/mo	\$ 4.91	\$ 2.50	\$ 5.53			
Functionality/completeness/specifications of proposed	25%	4	5	4.5	1.00	1.25	1.13
Comments							
Cost of IN-eligible Services (required)	20%	5	5	5	1.00	1.00	1.00
Comments							
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%	4	5	4	0.56	0.70	0.56
FY2016 Funding Requests	select from vendor list tab	\$ 74,973,187.22	\$ 11,968,085.98	\$ 84,923,974.17			
Comments			incumbent & good experience				
Contract terms and conditions	10%	3	3	3	0.30	0.30	0.30
Comments							
Extent to which a single-provider, turnkey solution is provided	5%	0	5	0	0.00	0.25	0.00
Comments			can get Internet and voice from same provider				
Total	100%				3.90	4.80	3.96
Comments							
		Final Rankings (1,2,3)			Final Rankings (1,2,3)		
		2	1	3	2	1	3

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Bid Evaluation Matrix		Magnolia Public Schools				CATEGORY 2 SERV/CATEGORY 2 SERVICES			
170059293 Cabling for San Diego Fiber = 3 runs, each about 600 feet, total of about 1800 feet CAT6 = up to 200 drops, each about 330 feet, total of about 66,000 feet		© 2009-2017 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.							
Discount Percent for Category 2		Bidders:							
80%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Facto				(This section is automatically Calculated)			
35K in budget for cabling		Vendors' Scores				Vendors' Ratings			
		CalNet Tech	DSC	GATS	SKY	CalNet Tech	DSC	GATS	SKY
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 80,791.95	\$38,292.19	\$ 38,424.09	\$ 88,621.00				
1-time Non-recurring Costs	NOT eligible 1-time								
1-time Non-recurring Costs	Total 1-time Cost	\$ 80,791.95	\$ 38,292.19	\$ 38,424.09	\$ 88,621.00				
Monthly Costs	ELIGIBLE Monthly Recurring								
Monthly Costs	NOT eligible Monthly Recurring								
Monthly Costs	Total Monthly Recurring	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	TOTAL 1st year Costs	\$ 80,791.95	\$ 38,292.19	\$ 38,424.09	\$ 88,621.00				
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 80,791.95	\$ 38,292.19	\$ 38,424.09	\$ 88,621.00				
Least 1st year Cost of Eligible Services \$ 38,292.19						1st year cost must be most cost effective			
Contract Term in MONTHS		0	0	0	0				
TOTAL CONTRACT Eligible Cost		\$ 80,791.95	\$ 38,292.19	\$ 38,424.09	\$ 88,621.00				
Least CONTRACT Cost of Eligible Services \$ 38,292.19						Total contract cost must be most cost effective			
Evaluation Criterion	Weight	CalNet Tech	DSC	GATS	SKY	CalNet Tech	DSC	GATS	SKY
For INTERNAL Reference ONLY	vs 1st year	2.37	5.00	4.98	2.16				
For INTERNAL Reference ONLY	vs. CONTRACT	2.37	5.00	4.98	2.16				
Cost of Eligible Services (required, highest weight)	26%	2.5	5	5	2	0.65	1.30	1.30	0.52
Comments									
Functionality/completeness/specifications of proposed	25%	5	5	5	5	1.25	1.25	1.25	1.25
Comments									
Cost of IN-eligible Services (required)	20%	5	5	5	5	1.00	1.00	1.00	1.00
Comments									
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%	5	5	4	3	0.70	0.70	0.56	0.42
FY2016 Funding Requests	select from vendor list tab	good prior experience w/vendor	good prior experience w/vendor						
Comments	DIR	?	1000012855	1000001050	1000045150				
Contract terms and conditions	10%	\$ 113,874.50	\$ 347,678.01	\$ 243,808.20	\$ -	0.40	0.40	0.40	0.40
Comments									
Extent to which a single-provider, turnkey solution is provided	5%	5	5	5	0	0.25	0.25	0.25	0.00
Comments									
Total	100%					4.25	4.90	4.76	3.59
Comments									
		Final Rankings (1,2,3)				Final Rankings (1,2,3)			
		3	1	2	4	3	1	2	4


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Bid Evaluation Matrix		Magnolia Public Schools				CATEGORY 2 SERV/CATEGORY 2 SERVICES			
170059293 Network Components - SA & SD Switches = 8, SFP Modules = 16, APs = 10, WAP Controller = 1, UPS = 1, Rack = 1		© 2009-2017 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.							
Discount Percent for Category 2		Bidders:							
80%		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor (This section is automatically Calculated)				Vendors' Ratings			
		Vendors' Scores				Vendors' Ratings			
		Ruckus/Aruba CalNet Tech	Brocade DSC	HP DSC	Aruba Sehi	CalNet Tech	DSC	DSC	Sehi
1-time Non-recurring Costs	ELIGIBLE 1-time	\$ 95,465.58	\$32,109.38	\$35,860.08	\$ 41,470.85				
1-time Non-recurring Costs	NOT eligible 1-time								
1-time Non-recurring Costs	Total 1-time Cost	\$ 95,465.58	\$ 32,109.38	\$ 35,860.08	\$ 41,470.85				
Monthly Costs	ELIGIBLE Monthly Recurring								
Monthly Costs	NOT eligible Monthly Recurring								
Monthly Costs	Total Monthly Recurring	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	TOTAL 1st year Costs	\$ 95,465.58	\$ 32,109.38	\$ 35,860.08	\$ 41,470.85				
1st Year Costs	Total 1st year NOT eligible Costs	\$ -	\$ -	\$ -	\$ -				
1st Year Costs	Total 1st year ELIGIBLE Services	\$ 95,465.58	\$ 32,109.38	\$ 35,860.08	\$ 41,470.85				
Least 1st year Cost of Eligible Services \$ 32,109.38						1st year cost must be most cost effective			
Contract Term in MONTHS		0	0	0	0				
TOTAL CONTRACT Eligible Cost		\$ 95,465.58	\$ 32,109.38	\$ 35,860.08	\$ 41,470.85				
Least CONTRACT Cost of Eligible Services \$ 32,109.38						Total contract cost must be most cost effective			
Evaluation Criterion	Weight								
For INTERNAL Reference ONLY vs 1st year		1.68	5.00	4.48	3.87				
For INTERNAL Reference ONLY vs. CONTRACT		1.68	5.00	4.48	3.87				
Cost of Eligible Services (required, highest weight)	26%	1.5	5	4.5	4	0.39	1.30	1.17	1.04
Comments									
Functionality/completeness/specifications of proposed	25%	4	4	5	4	1.00	1.00	1.25	1.00
Comments				HP is preferred manufacture so more compatible with rest of district network					
Cost of IN-eligible Services (required)	20%	5	5	5	5	1.00	1.00	1.00	1.00
Comments									
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%	5	5	5	4	0.70	0.70	0.70	0.56
FY2016 Funding Requests	select from vendor list tab	\$ 113,874.50	\$ 347,678.01	\$ 347,678.01	\$ 1,109,651.27				
Comments		good prior experience w/vendor	good prior experience w/vendor	good prior experience w/vendor					
Contract terms and conditions	10%	4	4	4	4	0.40	0.40	0.40	0.40
Comments									
Extent to which a single-provider, turnkey solution is provided	5%	5	5	5	0	0.25	0.25	0.25	0.00
Comments									
Total	100%					3.74	4.65	4.77	4.00
Comments									
		Final Rankings (1,2,3)				Final Rankings (1,2,3)			
		4	2	1	3	4	2	1	3

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Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES			CATEGORY 1 SERVICES		
<p>170059293 apply for 5 lines/site, maybe not install all Voice Service for 10 sites 2-3 per site, 5 at larger site Local and long distance voice service for all sites. Up to about 35 end users per site and 10 concurrent calls per site. Up to 1,000 long distance minutes per month per site, prefer pooled across district for total of 10,000 per month. Analog solution preferred.</p>		<p>Magnolia Public Schools © 2009-2017 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.</p>						
Discount Percent for INTERNET Services		SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area (This section is automatically Calculated)						
80%		Vendors' Scores			Vendors' Ratings			
Discount Percent for Voice Services		PRI	Analog line					
20%		TWC	TWC	Vendor 3	Vendor 4	Vendor 5	TWC	
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 \$		35,988.00					1st year cost must be most cost effective	
Contract Term in MONTHS		0	0	0	0	0		
TOTAL CONTRACT Eligible Cost		\$ 2,500.00	\$ -	\$ -	\$ -	\$ -		
Least CONTRACT Cost of Eligible Services \$		2,500.00					Total contract cost must be most cost effective	
Evaluation Criterion	Weight							
For INTERNAL Reference ONLY	vs 1st year	4.10	5.00	0.00	0.00	0.00		
For INTERNAL Reference ONLY	vs. CONTRACT	5.00	0.00	0.00	0.00	0.00		
Cost of Eligible Services (required, highest weight)	26%	4	5				1.04 1.30	
Functionality/completeness/specifications of proposed	25%	4	4				1.00 1.00	
Cost of IN-eligible Services (required)	20%	4	4				0.80 0.80	
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record	14%	4	4				0.56 0.56	
Contract terms and conditions	10%	4	4				0.40 0.40	
Extent to which a single-provider, turnkey solution is provided	5%	3	3				0.15 0.15	
Total	100%						3.95 4.21	
Final Rankings (1,2,3)		2	1				2 1	

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Bid Evaluation Matrix		Magnolia Public Schools	CATEGORY 1 SERVICES				CATEGORY 1 SERVICES			
<p>170059293 apply for 5 lines/site, maybe not install all Voice Service for 10 sites 2-3 per site, 5 at larger site Local and long distance voice service for all sites. Up to about 35 end users per site and 10 concurrent calls per site. Up to 1,000 long distance minutes per month per site, prefer pooled across district for total of 10,000 per month. Analog solution preferred.</p>		<p>Bidders: SEE INSTRUCTIONS - START HERE tab; enter Score per Vendor per Evaluation Factor in the yellow area (This section is automatically Calculated) Vendors' Scores Vendors' Ratings</p>								
Discount Percent for INTERNET Services										
80%										
Discount Percent for Voice Services										
20%										
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								
<p>Least 1st year Cost of Eligible Services \$ 8,286.27</p>						1st year cost must be most cost effective				
Contract Term in MONTHS		12				0				
<p>Least CONTRACT Cost of Eligible Services \$ 8,286.27</p>						Total contract cost must be most cost effective				
TOTAL CONTRACT Eligible Cost		\$ 43,900.00				\$ - \$ -				
Evaluation Criterion		Weight								
For INTERNAL Reference ONLY vs 1st year		0.94		1.15 5.00 0.00 0.00						
For INTERNAL Reference ONLY vs. CONTRACT		0.94		1.15 5.00 0.00 0.00						
Cost of Eligible Services (required, highest weight)		26%		1 2 5 0.26 0.52 1.30						
Functionality/completeness/specifications of proposed		25%		4 4 4 1.00 1.00 1.00						
Cost of IN-eligible Services (required)		20%		4 4 4 0.80 0.80 0.80						
Vendor: qualifications, credentials, certifications, experience, references, and E-Rate compliance/experience/track record		14%		4 4 4 0.56 0.56 0.56						
Contract terms and conditions		10%		4 4 4 0.40 0.40 0.40						
Extent to which a single-provider, turnkey solution is provided		5%		3 3 3 0.15 0.15 0.15						
Total		100%		3.17 3.43 4.21						
		Final Rankings (1,2,3)				Final Rankings (1,2,3)				
		3 2 1				3 2 1				

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Required Forms

Signature Page

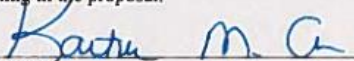
Magnolia Public Schools
FY2017 E-Rate Request for Proposals

REQUEST FOR PROPOSALS Signature Page *(required)*

Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	170059293

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 RFP and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.


Signature

Kathleen Ciccone, Sr. Manager
Printed Name and Title

Time Warner Cable Business LLC
Vendor Name

5/1/2017
Date

143048275
SPIN

DIR (required for cabling)

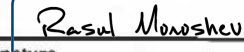
This proposal is submitted in response to **SPECIFIC INFORMATION**, section B.
Section B1 Category 1 and B2 Category 1
(for clarity, please provide name of section as well)

Award for RFP section B.1 Category 1, Voice Service - for 8 of 10 sites

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.

DocuSigned by:


Signature
AEA501A6AC004C4...

5/11/2017
Date

Rasul Monoshev, IT Director
Printed Name and Title

Magnolia Public Schools
Applicant Name

17003590
BEN

Notwithstanding any statement to the contrary contained herein, by signing this form, Time Warner Cable Business LLC does not waive the exceptions/objections set forth in the Exception Chart submitted with Time Warner Cable Business LLC's proposal, and these exceptions/objections are all deemed incorporated and set forth in full herein.

Awarded to:
ATT / PacBell
SPIN: 143001192 / 143002665
Service type: Local and Long Distance Voice
for Santa Ana
For E-Rate Eligible Products and Services
Funding Year 2017: 7/1/2017 – 6/30/2018



Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	170059293

Signature: _____
DocuSigned by:
Rasul Monoshev
AEA501A6AC004C4...

Date: 5/11/2017

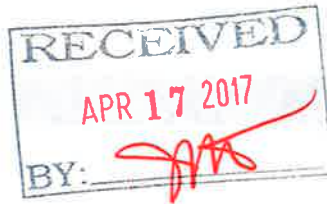
Per attached invoice.



MAGNOLIA SCIENCE ACADEMY
 SANTA ANA
 250 E 1ST ST STE 1500
 LOS ANGELES CA 90012 - 3831

Page 1 of 5
 Account Number 714 479-0115 973 8
 Billing Date Apr 8, 2017
 Web Site att.com

Monthly Statement



Bill-At-A-Glance

Previous Bill	1,213.79
Payment Received 3-30 Thank you!	1,213.79CR
Adjustments	.00
Balance	.00
Current Charges	330.56
Amount to be Debited	\$330.56
Your Credit Card will be Debited by	May 1, 2017

Billing Summary

Online: att.com/myatt	Page	
Plans and Services	1	274.55
1 800 750-2355		
Change to Service:		
1 800 750-2355		
Promotions and Discounts		291.88CR
Monthly Service		451.88
Additions and Changes to Service		.09
Local Toll		1.65
Surcharges and Other Fees		63.07
Government Fees and Taxes		49.74
AT&T Long Distance	3	56.01
1 800 321-2000		
Total Current Charges		330.56

News You Can Use Summary

- PREVENT DISCONNECT
 - THIRD-PARTY BLOCKING
 - RATE INCREASE
 - CARRIER INFORMATION
 - LATE PAYMENT CHARGE
 - UNIVERSAL SVC FEE
- See "News You Can Use" for additional information

AT&T Benefits

- Thank you for choosing AT&T. Your ALL FOR LESS package includes Local/Long Distance voice service and additional qualifying products. Your discounts are reflected in the applicable bill section for each of your services.

Plans and Services

Promotions and Discounts		
Item		
No. Description		
1. Discount for Bus Local Calling for Bill Period Apr 8, 2017		290.00CR
2. Discount for Business Local Calling for Bill Period Apr 8, 2017		1.88CR
Total Promotions and Discounts		291.88CR

Monthly Service - Apr 8 thru May 7		
Service is billed in advance from the 8th of each month.		
3. Monthly Charges		451.88

Additions and Changes to Service		
This section of your bill reflects charges and credits resulting from account activity.		
Total Credits are \$00		
Total Debits are \$09		
Charges for 714 479-0115		
Order No. 2222222		
Item	Monthly	Amount
No. Description	Quantity	Rate
Rates Changed		
(Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)		
4. Rate Change	1	.06
Federal Universal Service Fee		

Charges for 714 479-0026		
Order No. 2222222		
Item	Monthly	Amount
No. Description	Quantity	Rate
Rates Changed		
(Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)		
5. Rate Change	1	.06
Federal Universal Service Fee		

Local Services provided by AT&T California or AT&T Nevada based upon the service address location.

GO GREEN - Enroll in paperless billing.



Your Credit Card will be Debited by **May 1, 2017** Amount to Be Debited **\$330.56**

Billing Date Apr 8, 2017 Account Number **714 479-0115 973 8**



MAGNOLIA SCIENCE ACADEMY
 SANTA ANA
 250 E 1ST ST STE 1500
 LOS ANGELES CA 90012 - 3831



MAGNOLIA SCIENCE ACADEMY
 SANTA ANA
 250 E 1ST ST STE 1500
 LOS ANGELES CA 90012 - 3831

Page 2 of 5
 Account Number 714 479-0115 973 8
 Billing Date Apr 8, 2017

Plans and Services

Additions and Changes to Service - Continued

Charges for 714 479-0041

Order No. 22222222

Item	Quantity	Monthly Rate	Amount Billed
Rates Changed (Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)			
1. Rate Change Federal Universal Service Fee	1	.06	.01

Charges for 714 479-0047

Order No. 22222222

Item	Quantity	Monthly Rate	Amount Billed
Rates Changed (Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)			
2. Rate Change Federal Universal Service Fee	1	.06	.01

Charges for 714 479-0053

Order No. 22222222

Item	Quantity	Monthly Rate	Amount Billed
Rates Changed (Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)			
3. Rate Change Federal Universal Service Fee	1	.06	.01

Charges for 714 479-0057

Order No. 22222222

Item	Quantity	Monthly Rate	Amount Billed
Rates Changed (Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)			
4. Rate Change Federal Universal Service Fee	1	.06	.01

Charges for 714 479-0078

Order No. 22222222

Item	Quantity	Monthly Rate	Amount Billed
Rates Changed (Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)			
5. Rate Change Federal Universal Service Fee	1	.06	.01

Additions and Changes to Service - Continued

Item	Quantity	Monthly Rate	Amount Billed
Charges for 714 479-0081 Order No. 22222222 Rates Changed (Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)			
6. Rate Change Federal Universal Service Fee	1	.06	.01

Charges for 714 479-0082

Order No. 22222222

Item	Quantity	Monthly Rate	Amount Billed
Rates Changed (Monthly Charges are Prorated from Apr 1, 2017 to your Billing Date, Apr 8, 2017)			
7. Rate Change Federal Universal Service Fee	1	.06	.01

Total Additions and Changes to Service .09

Local Toll

Item	No.	Date	Time	Place Called	Number	Code	Min	Amount
Charges for 714 479-0041								
Itemized Calls								
	8.	3-22	305P	FULLERTON CA	714 770-6539	DO	1	1.65

Key to Calling Codes

D Day 0 Oper-Dial Rates

Surcharges and Other Fees

9. Federal Subscriber Line Charge	55.26
10. Rate Surcharge	5.85CR
11. State Regulatory Fee	1.33
12. Federal Universal Service Fee	12.33
Total Surcharges and Other Fees	63.07

Government Fees and Taxes

13. CA High Cost Fund Surcharge - A:	1.56
14. California Teleconnect Fund Surcharge	4.82
15. Universal Lifeline Telephone Service Surcharge	21.18
16. CA Relay Service and Communications Devices Fund	2.23
17. 9-1-1 Emergency System	1.18
18. Federal	4.77
19. Local	14.00
Total Government Fees and Taxes	49.74

Total Plans and Services 274.55

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LOS ANGELES CA 90012-3831
 250 E 1ST ST STE 1500
 SANTA ANA
 MAGNOLIA SCIENCE ACADEMY

1166 4.149.33868 1 AV 0.373 gg

MAGNOLIA SCIENCE ACADEMY
 SANTA ANA
 250 E 1ST ST STE 1500
 LOS ANGELES CA 90012 - 3831

Page 3 of 5
 Account Number 714 479-0115 973 8
 Billing Date Apr 8, 2017



AT&T Long Distance

Important Information

Your Rates, Terms or Services Will Change
 Thank you for being a valued AT&T customer.
 Effective June 12, 2017, the minimum usage charge for customers that are not on a long distance plan will increase from \$32.50 to \$37.50. The minimum usage charge only applies to customers that have not chosen a long distance calling plan. For more information, to cancel service, or to discuss other long distance calling plans, please call the toll-free number on your bill or visit us online at www.att.com.

Account Summary

Description	
Charges for April	56.01
Total Account Summary Charges	56.01

Invoice Summary

(as of MARCH 26, 2017)

Current Charges

Service Charges	45.00
Credits and Adjustments	.00
Call Charges	.00
Surcharges and Other Fees	4.49
Government Fees and Taxes	6.52
Total Invoice Summary	56.01

Service Charges

Monthly Service Charges

Type of Service	Period	Qty	
1. AFL Unlimited 9 Ln	MAR 25 to APR 24	1	45.00
Total Monthly Service Charges			45.00
Total Service Charges			45.00

Call Charges - Feb 25th thru Mar 24th

Calls for 714-479-0026

Domestic

No.	Date	Time	Place Called	Number	Code	Min	
2.	2-24	414P	MONTEBELLOCA	323 434-7515	D	1:00	.00
3.	2-27	943A	LONG BEACHCA	562 277-3197	D	:30	.00
4.	2-28	952A	LONG BEACHCA	562 277-3197	D	:30	.00
5.	2-28	1151A	LONG BEACHCA	562 277-3197	D	:30	.00
6.	3-09	1058A	LONG BEACHCA	562 277-3197	D	:30	.00
7.	3-17	1107A	PLVL WEST CA	530 957-4711	D	4:24	.00

Call Charges - Feb 25th thru Mar 24th - Continued

No.	Date	Time	Place Called	Number	Code	Min	
8.	3-20	906A	COVINA CA	626 833-2260	D	:54	.00
Subtotal Domestic Calls for 714-479-0026							.00
Total Domestic Calls for 714-479-0026							.00
Total Calls for 714-479-0026							.00
Calls for 714-479-0041							

Domestic

No.	Date	Time	Place Called	Number	Code	Min	
9.	2-23	932A	BEVERLYHLSCA	310 962-2977	D	:48	.00
10.	2-23	229P	LSAN DA 02CA	323 522-1556	D	2:06	.00
11.	2-24	1230P	LONG BEACHCA	562 277-3197	D	:48	.00
12.	2-24	353P	SAN PEDRO CA	310 514-6444	D	:30	.00
13.	2-27	1042A	CORONA CA	951 283-5908	D	:48	.00
14.	2-27	1103A	WHITTIER CA	562 762-2128	D	3:00	.00
15.	2-27	203P	LONG BEACHCA	562 277-3197	D	:30	.00
16.	2-27	231P	NORTHRIDGECA	818 357-6948	D	:30	.00
17.	2-28	901A	CMTN GRDN CA	310 989-0856	D	1:12	.00
18.	2-28	928A	LOSANGELESCA	213 628-3634	D	7:36	.00
19.	2-28	144P	SAN DIEGO CA	619 540-7515	D	:42	.00
20.	3-01	917A	RESEDA CA	818 609-0507	D	3:24	.00
21.	3-01	1132A	SNDG SNDG CA	619 961-0093	D	:48	.00
22.	3-01	1133A	LAS VEGAS NV	702 302-6095	D	1:48	.00
23.	3-02	912A	SNDG SNDG CA	619 961-0093	D	2:00	.00
24.	3-03	1108A	ARROWHEAD CA	909 336-1358	D	1:24	.00
25.	3-03	1127A	FONTANA CA	909 578-3061	D	:36	.00
26.	3-03	1208P	LSAN DA 01CA	213 278-1840	D	:42	.00
27.	3-06	130P	DOWNEY CA	562 644-2700	D	1:00	.00
28.	3-07	718A	CMTN GRDN CA	310 941-4343	D	1:06	.00
29.	3-07	837A	LSAN DA 02CA	323 522-1556	D	1:06	.00
30.	3-08	1006A	COVINA CA	626 833-2260	D	:42	.00
31.	3-08	1045A	WHITTIER CA	562 762-2128	D	:48	.00
32.	3-08	608P	LSAN DA 14CA	323 839-3975	D	:30	.00
33.	3-09	1135A	LONG BEACHCA	562 277-3197	D	:42	.00
34.	3-09	109P	COVINA CA	626 833-2260	D	2:24	.00
35.	3-09	356P	COVINA CA	626 833-2260	D	:30	.00
36.	3-09	500P	LSAN DA 14CA	323 839-3975	D	:36	.00
37.	3-13	1113A	CAPITRNVLYCA	949 245-9447	D	:30	.00
38.	3-13	321P	LSAN DA 02CA	323 245-2578	D	2:18	.00
39.	3-14	844A	NORTHRIDGECA	818 886-0585	D	:30	.00
40.	3-14	845A	CANOGAPARKCA	818 274-9530	D	6:36	.00
41.	3-14	909A	LSAN DA 02CA	323 522-1556	D	:30	.00
42.	3-14	1016A	CAPITRNVLYCA	949 245-9447	D	:30	.00
43.	3-14	1109A	HAYWARD CA	510 305-2159	D	:48	.00
44.	3-14	205P	SNJNCPSTRNCA	949 842-2248	D	1:48	.00
45.	3-14	753P	HAYWARD CA	510 305-2159	D	12:06	.00
46.	3-15	216P	LONG BEACHCA	562 277-3197	D	1:06	.00
47.	3-15	343P	LSAN DA 14CA	323 839-3975	D	:30	.00
48.	3-16	1038A	LSAN DA 02CA	323 245-2578	D	1:00	.00
49.	3-16	1201P	SAN DIEGO CA	619 889-2897	D	:54	.00
50.	3-17	817A	CAPITRNVLYCA	949 245-9447	D	1:30	.00
51.	3-17	955A	PUEBLO CO	719 406-8289	D	10:18	.00
52.	3-17	1008A	W ANGELES CA	310 295-1024	D	1:36	.00



MAGNOLIA SCIENCE ACADEMY
 SANTA ANA
 250 E 1ST ST STE 1500
 LOS ANGELES CA 90012 - 3831

Page 4 of 5
 Account Number 714 479-0115 973 8
 Billing Date Apr 8 2017

AT&T Long Distance

Call Charges - Feb 25th thru Mar 24th - Continued

No.	Date	Time	Place Called	Number	Code	Min	
1.	3-17	1010A	W ANGELES CA	310 295-1024	D	4:42	.00
2.	3-17	1135A	CANOGAPARKCA	818 703-3083	D	33:00	.00
3.	3-17	131P	LSAN DA 14CA	323 839-3975	D	:30	.00
4.	3-20	819A	COVINA CA	626 833-2260	D	:42	.00
5.	3-20	231P	LONG BEACHCA	562 505-1773	D	:30	.00
6.	3-21	1206P	LONG BEACHCA	562 277-3197	D	:30	.00
7.	3-21	317P	CAPITRNVLYCA	949 245-9447	D	:30	.00
8.	3-24	943A	BKFD MAIN CA	661 324-4741	D	3:48	.00
9.	3-24	1111A	LA JOLLA CA	858 642-8260	D	2:18	.00
Subtotal Domestic Calls for 714-479-0041							.00

Total Domestic Calls for 714-479-0041 .00

Total Calls for 714-479-0041 .00

Calls for 714-479-0115

Domestic

No.	Date	Time	Place Called	Number	Code	Min	
10.	3-21	1207P	CAPITRNVLYCA	949 245-9447	D	:30	.00
Subtotal Domestic Calls for 714-479-0115							.00

Total Domestic Calls for 714-479-0115 .00

Total Calls for 714-479-0115 .00

Total Call Charges .00

Surcharges and Other Fees

Description	
11. Federal Regulatory Fee	1.10
12. Federal Universal Service Fee	3.31
13. CA State Regulatory Fee	.08
Total Surcharges and Other Fees	4.49

Government Fees and Taxes

Description	
14. CA High Cost Fund A	.09
15. CA Relay Service & Comm. Devices Fund	.13
16. CA State Emergency Telephone Users (911) Tax	.20
17. CA Teleconnect Fund (1.08%)	.28
18. CA Universal Lifeline Tel. Service Fund	1.24
19. CA Local Utility Users Tax	4.58
Total Government Fees and Taxes	6.52

Key to Calling Codes

D Day Z Other

Message Regarding Terms & Conditions:

To view your Terms & Conditions for AT&T Long Distance, access www.att.com/servicepublications or call AT&T at the toll free number on your bill.

Total Other AT&T Long Distance 56.01

News You Can Use

PREVENT DISCONNECT

All charges must be paid each month to keep your account current. However, "basic service" and its applicable taxes and surcharges MUST be paid to avoid disconnection. Currently, for this account that amount is \$189.18. Failure to pay non-basic charges may result in other collection activities, including restriction of toll calls.

CARRIER INFORMATION

Our records indicate that you have selected AT&T Long Distance or a company that resells their services as your primary local toll carrier and AT&T Long Distance or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

THIRD-PARTY BLOCKING

AT&T sometimes bills charges on behalf of other companies. We offer third-party bill blocking to prevent billing of certain "enhanced" service charges, at no charge. Third-party bill blocking does not affect billing for long-distance or operator services. It also does not affect billing by AT&T affiliates or members of our marketing alliances. To order third-party bill blocking, please call us at the toll free number on your bill. For additional information regarding third-party charges, please visit us online at att.net/smartcontrols-Cramming.

LATE PAYMENT CHARGE

There will be a change to the late payment charge on outstanding balances not paid by the due date. Currently the late payment charge is applied only when the outstanding balance is at least \$30. The late payment charge will be applied when the outstanding balance is \$5 or more, as of 6/1/2017. For questions regarding this change, please call an AT&T Service Representative at the toll-free number on your bill.

RATE INCREASE

The monthly rate for Business Access Lines will increase from \$96 to \$111 on 6/1/2017. Total rates vary in Extended Area Service exchanges and with Foreign Exchange Service, however the amount of the increase will be the same. For more information, please visit us online at att.com or call the number listed on your bill.

UNIVERSAL SVC FEE

The Federal Universal Service Fee increased on 4/1/2017. The fee supports telecommunication needs of low-income households, consumers living in high cost areas, schools, libraries and rural hospitals. Your current bill reflects the change. For more information, please contact an AT&T Service Representative at the phone number listed on the front of your bill.





MAGNOLIA SCIENCE ACADEMY
SANTA ANA
250 E 1ST ST STE 1500
LOS ANGELES CA 90012 - 3831

Page 5 of 5
Account Number 714 479-0115 973 8
Billing Date Apr 8, 2017

Terms and Conditions

THREE PAYMENT OPTIONS: Electronically: through Automatic Payment Service or Online: AT&T eBillSM. At an Authorized Payment Location. Or mail to AT&T PO BOX 5025, Carol Stream, IL 60197-5025.

BILLING QUESTIONS: Call number in Billing Summary (see page 1), write: Residence Service, POB 9039, South San Francisco, CA 94083; or Business Service, 14575 Presidio Square, Room CR, Houston, TX 77083, or visit att.com. We will investigate and notify you. If you have a complaint you cannot resolve with us write the California Public Utilities Commission at Consumer Affairs Branch, 505 Van Ness Ave., San Francisco, CA 94102, or at www.cpuc.ca.gov, or call 1-800-649-7570 or TDD 1-800-229-6846. If your complaint concerns interstate or international calling, write the FCC at Consumer Complaints, 445 12th Street SW, Washington, D.C. 20554, or at fccinfo@fcc.gov, or call 1-888-225-5322, or TTY 1-888-835-5322. Note: The CPUC handles complaints of both interstate and intrastate unauthorized carrier changes ("slamming"). The California consumer protection rules are available online at www.calphoneinfo.com.

FEDERAL SURCHARGES: The Federal Universal Service Fee and the Federal Subscriber Line Charge are charges imposed by action of the Federal Communications Commission.

TARIFF INFORMATION: Call 1-888-319-8800 or visit our web site www.att.com/servicepublications.

SERVICE INFORMATION

Your local services are provided by AT&T California (Pacific Bell Telephone Company). Your AT&T long distance services, if any, are provided by one or more of the following AT&T Inc. subsidiaries: AT&T Long Distance (SBC Long Distance, LLC), AT&T Communications of California, Inc., and/or AT&T Corp. You can find the name of your long distance service provider in the long distance section of your bill. To view your provider's service publications, including Guidebooks, Service Guides and/or Tariffs, go to att.com/servicepublications.

Letter of Agreement Magnolia Public Schools

As described in the Request For Proposals [RFP] for "Applicant" (noted below) for E-Rate Eligible Products and Services Funding Year 2017: 7/1/2017- 6/30/2018, the RFP and all addenda issued pursuant to it shall be incorporated by reference into the final contract. The following additional provisions are also incorporated.

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.

Vendor will provide the completed SLD standard upload template for contracted products/services (available here: <http://www.usac.org/sl/applicants/step03/form-471.aspx>), 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.

Applicant reserves the right to:

- 1) Not proceed with contracted products/services unless approved by Applicant Board,
- 2) Not proceed with contracted products/services unless E-Rate funding is approved,
- 3) Not proceed with contracted products/services if E-Rate funding is lower than requested,
- 4) Optionally proceed with contracted products/services with a reduced scope of work consistent with the level of funding approved, if determined by the Applicant to be in its best interest,
- 5) Optionally proceed with contracted products/services with 'same functionality' products as needed (service substitution).

After written notification of contract award and before the start of work, the Vendor will receive purchase order(s) [POs], carrier service order(s) [CSOs] or similar written instructions to begin providing the products/services pursuant to the contract awarded as a result of the RFP. Vendors **must not** deliver products or start work before being so advised in writing, and in no case prior to April 1 preceding the start of the funding year.

Vendor will invoice Applicant only for its Applicant share of cost, regardless of: when the project is initiated or whether FCDL has been issued before project start. All invoices will 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. Vendor will invoice USAC for reimbursement of the E-Rate discounted amount via the Service Provider Invoicing (SPI) method. *Invoices for non-recurring costs must not be dated prior to July 1 of the relevant funding year, even if Applicant authorizes early implementation.*

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, will 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.

Additionally, 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.

Contract expiration date is explicitly 9/30/2018. The parties shall have the right to mutually agree to extend the delivery and expiration date of this project in the event of delayed FCDL. Applicant and Vendor agree that the contract may additionally be extended as needed for Applicant convenience.



Letter of Agreement
Magnolia Public Schools

Executed on the date(s) set forth below, by duly authorized agents for the respective parties.

	Applicant	Vendor
Name of Organization	Magnolia Public Schools	Digital Synergy Consulting, Inc.
E-Rate ID Establishing Form 470	BEN: 17003590 #170059293	SPIN: 143036385
Address	250 East 1st Street, Suite 1500	15021 Ventura Blvd #501
Address	Los Angeles, CA 90012	Sherman Oaks, CA 91403
Phone	(213) 628-3634	818.647.9900 x210
Authorized Signer Name	Rasul Monoshev	Ken Hagopian
Authorized Signer Title	IT Director	CEO
Authorized Signer Email	rmonoshev@magnoliapublicschools.org	Ken@dsc.la
Signature	 <small>AEA501A6AC004C4...</small>	
Date	5/11/2017	

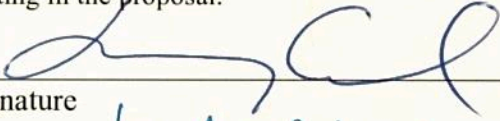
Magnolia Public Schools
 FY2017 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page (required)

Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	170059293

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 RFP and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.



Signature

Larry Loyal, V.P. Cox Business SD Cox California Telecom LLC

Printed Name and Title Vendor Name


4/27/17 143000014

Date SPIN DIR (required for cabling)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. Voice and Internet
 (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.

DocuSigned by:
 5/11/2017

Signature AEA501A6AC004C4... Date

Rasul Monoshev, IT Director

Printed Name and Title

Magnolia Public Schools 17003590

Applicant Name BEN

Magnolia Public Schools
 FY2017 E-Rate Request for Proposals

REQUEST FOR PROPOSALS

Signature Page **(required)**

Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	170059293

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 RFP 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
 5/9/2017 143036385 1000012855

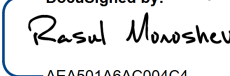
Date SPIN DIR (required for cabling)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. Category 2 Internal Connections
 (for clarity, please provide name of section as well)

Award for RFP sections B.3 Category 2, Internal Connections – Cabling for San Diego and B.4 Category 2, Internal Connections – Network Components

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.

DocuSigned by:
 5/11/2017

Signature Date

Rasul Monoshev, IT Director

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN



Cox Account Rep:	Sally Bowen	Cox System Address:
Phone Number:		5159 Federal Blvd
Fax Number:		San Diego, CA 92105

Customer Information		Authorized Customer Representative Information	
Legal Company Name:	Magnolia Public Schools	Full Name:	
Street Address:	6525 ESTRELLA AVE	Billing Contact:	
City/State/Zip:	SAN DIEGO, CA - 92120	Fax:	
Billing Address:	6525 ESTRELLA AVE	Contact Number:	
City/State/Zip:	SAN DIEGO, CA - 92120	Email Address:	
Cox Account #:			
Merge Bill:			

Service Description	Taxes and Fees Not Included				Service Charges	
	Prev QTY	New QTY	Unit Price	Term (Months)	Monthly Recurring	One Time Activation & Setup Fees
	Cox Optical Internet 1 Gbps		1	2,500.00	36	2,500.00
- Additional Features			0.00		0.00	0.00
VoiceManager Essential Pkg - Free Local		10	20.00	36	200.00	0.00
- Additional Features			0.00		45.00	0.00
Totals:					2,745.00	0.00

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

Special Conditions
 The Initial Term of this Agreement is for three (3) years beginning July 1, 2016. The parties may renew this Agreement for two (2) separate additional one-year periods upon mutual agreement of the parties. The pricing for the renewal periods shall be at the same rates as the Initial Term. Customer may order additional services or upgrade the Services during the Term upon written request to Cox (and subject to Cox's written acceptance) at the prices stated in Exhibit A to this Agreement.

Promotion Details
 By signing this Agreement, you represent that you are the authorized Customer representative and the information above is true and correct. This Agreement binds Customer to the terms and conditions attached to this Agreement (the "Service Terms") and any other terms and conditions applicable to the Services set forth above, including without limitation, the Cox tariffs, Service Guides, State and Federal regulations, the General Terms located at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox>, and the Cox Acceptable Use Policy (the "AUP"). Customer acknowledges receipt and acceptance of the Service Terms, the AUP and the General Terms by signing this Agreement. Customer acknowledges and accepts that Customer is solely responsible for protecting its network, equipment and the software through the use of firewalls, anti-virus and other security devices. Customer further acknowledges and accepts that Customer is solely responsible for fraudulent activity and related charges that result from Customer's failure to protect its network, equipment and the software. This Agreement is subject to credit approval and Customer authorizes Cox to check credit. The prices above do not include applicable taxes, fees, assessments or surcharges which are additional and may change. This proposal is valid provided Customer signs and delivers this Agreement to Cox unchanged within thirty (30) days from the date above. By signing this agreement, Customer acknowledges that if (i) the transport Service(s) (e.g. Private Line Type Services, Ethernet Services) cross state boundaries or (ii) at least 10% of traffic on said transport Service(s) is Interstate in nature or designated for Internet traffic, then the entire transport Service(s) is considered Interstate. Customer has reviewed the interstate/intrastate designation of the transport Service(s) listed in the Service Description above and attests that all such designations are correct. In addition to any other termination rights in this Agreement, Cox may terminate this Agreement without liability at any time prior to installation of Services or if Cox determines that Customer's location is not reasonably serviceable according to Cox's standard practices. If Customer terminates or decreases any Service that is part of a bundle offering, the remaining Service(s) shall be subject to price increases for the remaining Term. Each party may use electronic signature to sign this Agreement, provided the electronic signature method used by Customer is acceptable to Cox. "Acceptance" of the Agreement by Cox shall occur upon the earlier of (i) Cox's countersignature of this Agreement or (ii) Cox's installation of Service at Customer's location. If Customer cancels this Agreement prior to installation of Service by Cox, Customer shall be liable for Cox's costs incurred. If Cox Equipment is not returned to Cox after disconnection of Services, Customer shall be liable for the Cox Equipment costs. I acknowledge that I have read and understand the 911 disclosures in Section 2 of the Service Terms. To review Cox's Internet Service Disclosures, please visit www.cox.com/internetdisclosures.

Customer Authorized Signature	Cox Communications California, LLC; Cox California Telcom, LLC
Signature:	Signature:
Print:	Print:
Title Position:	Title Position:
Date:	Date:

This "Agreement" includes the terms and conditions (i) on the previous page or, if in the Cox Business e-commerce environment, as selected above (the "Cover Page"); (ii) on this page, including without limitation all policies and terms incorporated into this page (the "Service Terms"); and (iii) set forth at <http://ww2.cox.com/aboutus/policies/business-general-terms.cox> (the "General Terms").

1. Tariffs/Service Guide If Customer is purchasing any Service that is regulated by the FCC or any State regulatory body ("Regulated Service"), then Customer's use of such Regulated Service is subject to the regulations of the FCC and the regulatory body of the State in which the Customer location receiving the Regulated Service is located (which regulations are subject to change), as well as the rates, terms, and conditions contained in tariffs on file with State and Federal regulatory authorities. For States where the Regulated Service is de-tariffed, the Regulated Service is provided pursuant to the rates, terms and conditions for the Cox Service Guide for that State (the "SG"), which may be found at <http://ww2.cox.com/business/voice/regulatory.cox> and which terms are incorporated herein by reference. Cox may amend such tariffs and the SG and the Regulated Service shall be subject to such tariffs, or, if applicable, the SG, as amended. Customer must disclose to Cox if Customer intends to use the Regulated Services with payphone service. The tariffs and the SG contain cancellation or termination fees due in the event of cancellation or termination (including partial termination) of a Regulated Service prior to the Term selected on the Cover Page. Termination fees include, but are not limited to, nonrecurring charges, charges paid to third parties on behalf of Customer, and the monthly recurring charges for the balance of the Term.

2. E911 Services FOR IMPORTANT INFORMATION ABOUT COX'S 911 PRACTICES, PLEASE REVIEW THE INFORMATION ABOUT E911 SERVICE IN THE GENERAL TERMS AND ON THE WEBSITE <http://ww2.cox.com/business/voice/regulatory.cox>. ONLY THE EMTA WILL HAVE BATTERY BACKUP PROVIDED BY COX. CUSTOMER IS RESPONSIBLE FOR BATTERY BACKUP FOR THE IAD, ESBC, ATA AND ALL CUSTOMER EQUIPMENT. IN THE EVENT OF A POWER OUTAGE, CUSTOMER'S TELEPHONE SERVICE USING AN EMTA WILL CONTINUE TO OPERATE AS USUAL FOR UP TO EIGHT HOURS WITH THE BACKUP BATTERY PROVIDED BY COX. THE DURATION OF SERVICE DURING A POWER OUTAGE USING AN IAD, ATA, AND ESBC WILL DEPEND ON CUSTOMER'S BATTERY BACKUP CHOICE.

IF THE EMTA, ATA, ESBC OR IAD THAT SUPPLIES YOUR TELEPHONE SERVICE IS DISCONNECTED OR REMOVED AND/OR THE BATTERY IS NOT CHARGED OR IS DAMAGED, SERVICE, INCLUDING ACCESS TO 911 OR E911, WILL NOT BE AVAILABLE. COX SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY FAILURE TO RECEIVE SERVICE OR FOR THE FAILURE OF ANY 911 OR E911 CALL IF CUSTOMER REMOVES OR DISCONNECTS THE EMTA, ATA, ESBC OR IAD OR IF CUSTOMER FAILS TO CHARGE THE BATTERY FOR SAID DEVICES AT ANY TIME DURING THE TERM OF THIS AGREEMENT. COX USES YOUR TELEPHONE SERVICE ADDRESS TO IDENTIFY YOUR LOCATION FOR E911 SERVICE. IF THE EMTA, ATA ESBC AND/OR IAD INSTALLED IN YOUR BUSINESS IS MOVED, THE E911 DISPATCH MAY NOT RECEIVE YOUR CORRECT ADDRESS. PLEASE NOTIFY COX IF YOU WOULD LIKE TO MOVE OR RELOCATE YOUR TELEPHONE SERVICE. IT CAN TAKE UP TO 2 BUSINESS DAYS FOR YOUR NEW ADDRESS TO BE UPDATED.

3. Service Start Date and Term This Agreement shall be effective upon execution by Customer and "Acceptance" by Cox (as such term is defined on the Cover Page). The "Initial Term" shall begin upon installation of Service and shall continue for the applicable Term commitment set forth on the Cover Page. However, if Customer delays installation or is not ready to receive Services on the agreed-upon installation date, Cox may begin billing for Services on the date Services would have been installed. Cox shall use reasonable efforts to make the Services available by the requested service date. Cox shall not be liable for damages for delays in meeting service dates due to install delays or reasons beyond Cox's control. If Customer delays installation for more than ninety (90) days after Customer's execution of this Agreement, Cox reserves the right to terminate this Agreement by providing written notice to Customer and Customer shall be liable for Cox's reasonable costs incurred. AFTER THE INITIAL TERM, THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR ONE (1) YEAR TERMS (EACH AN "EXTENDED TERM") UNLESS A PARTY GIVES THE OTHER PARTY WRITTEN TERMINATION NOTICE AT LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR THEN CURRENT EXTENDED TERM. "Term" shall mean the Initial Term and Extended Term (s), if any. Cox reserves the right to increase rates for all Services by no more than ten percent (10%) during any Extended Term by providing Customer with at least sixty (60) days written notice of such rate increase. This limitation on rate increases shall not apply to video Services or Services for which rates, terms and conditions are governed by a Cox tariff or SG. Upon notice to Customer, Cox may change the rates for video Services periodically during the Term. Cox may change the rates for telephone Service subject to a Cox tariff or SG periodically during the Term. For the avoidance of doubt, promotional rates and promotional discounts provided to Customer will expire at the end of the Initial Term or earlier as set forth in the promotion language. Customer's payment for Service after notice of a rate increase will be deemed to be Customer's acceptance of the new rate.

4. Termination Customer may terminate any Service before the end of the Term selected by Customer on the Cover Page; provided, however, if Customer terminates any such Service before the end of the Term (except for breach by Cox), unless otherwise expressly stated in the General Terms, Customer will be obligated to pay Cox a termination fee equal to the nonrecurring charges (if unpaid) and One Hundred Percent (100%) of the monthly recurring charges for the terminated Service(s) multiplied by the number of full months remaining in the Term. This provision survives termination of the Agreement. If there is signal interference with any Cox Service(s), Cox may terminate this Agreement without liability if Cox cannot resolve the interference by using commercially reasonable efforts.

5. Payment Customer shall pay Cox all monthly recurring charges ("MRCs") and all non-recurring charges ("NRCs"), if any, by the due date on the invoice. Any amount not received by the due date shown on the applicable invoice will be subject to interest or a late charge no greater than the maximum rate allowed by law. If Cox terminates this Agreement due to Customer's breach, or if Customer fails to pay any amounts when due and fails to cure such non-payment upon receipt of written notice of non-payment from Cox, Customer will be deemed to have terminated this Agreement and will be obligated to pay the termination fee described above. If applicable to the Service, Customer shall pay sales, use, gross receipts, and excise taxes, access fees and all other fees, universal service fund assessments, 911 fees, franchise fees, bypass or other local, State and Federal taxes or charges, and deposits, imposed on the use of the Services. Taxes will be separately stated on Customer's invoice. No interest will be paid on deposits unless required by law.

6. Service and Installation Cox shall provide Customer with the Services identified on the Cover Page and may provide related facilities and equipment, the ownership of which shall be retained by Cox (the "Cox Equipment"), or for certain Services, Customer, may purchase equipment from Cox ("Customer Purchased Equipment"). Customer is responsible for damage to any Cox Equipment. Customer may use the Services for any lawful purpose, provided that such purpose: (i) does not interfere or impair the Cox network or Cox Equipment; (ii) complies with the AUP; and (iii) is in accordance with the terms and conditions of this Agreement. Customer shall use the Cox Equipment only for the purpose of receiving the Services. Customer shall use Customer Purchased Equipment in accordance with the terms of this Agreement and any related equipment purchase agreement. Unless provided otherwise herein, Cox shall use commercially reasonable efforts to maintain the Services in accordance with applicable performance standards. Cox network management needs may require Cox to modify upstream and downstream speeds. Use of the data, Internet, web conferencing/web hosting Services shall be subject to the AUP at <http://ww2.cox.com/aboutus/policies/business-policies.cox>, which is incorporated herein by reference. Cox may change the AUP from time to time during the Term. Customer's continued use of the Services following an AUP amendment shall constitute acceptance of the revised AUP.

7. E-Rate Customers If Customer is an educational institution, library or other entity that qualifies as an applicant seeking reimbursement under the Federal Universal Service Fund Schools and Libraries Program (collectively, "E-Rate Customers"), the E-Rate provisions of the General Terms will apply, in addition to all other terms and conditions of this Agreement.

8. General Terms The General Terms are hereby incorporated into this Agreement by reference. Cox, in its sole discretion, may modify, supplement or remove any of the General Terms from time to time, without additional notice to Customer, and any such changes will be effective upon Cox publishing such changes on the website listed above. BY EXECUTING THIS AGREEMENT AND/OR USING OR PAYING FOR THE SERVICES, CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE GENERAL TERMS.

9. LIMITATION OF LIABILITY COX AND/OR ITS AGENTS SHALL NOT BE LIABLE FOR DAMAGES FOR FAILURE TO FURNISH OR INTERRUPTION OF ANY SERVICES, NOR SHALL COX OR ITS AGENTS BE RESPONSIBLE FOR FAILURE OR ERRORS IN SIGNAL TRANSMISSION, LOST DATA, FILES OR SOFTWARE DAMAGE REGARDLESS OF THE CAUSE. COX SHALL NOT BE LIABLE FOR DAMAGE TO PROPERTY OR FOR INJURY TO ANY PERSON ARISING FROM THE INSTALLATION OR REMOVAL OF EQUIPMENT UNLESS CAUSED BY THE NEGLIGENCE OF COX. UNDER NO CIRCUMSTANCES WILL COX BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THIS AGREEMENT OR ITS PROVISION OF THE SERVICES.

10. WARRANTIES EXCEPT AS PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND COX DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. INTERNET AND WIFI SPEEDS WILL VARY. COX MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK.

11. Public Performance If Customer engages in a public performance of any copyrighted material contained in any of the Services, Customer, and not Cox, shall be responsible for obtaining any public performing licenses at Customer's expense. The Video Service that Cox provides under this Agreement does not include a public performance license.



Service Detail

Cust Account #:
Sales Rep: Sally Bowen

Sales Phone:
Sales Fax:

CUSTOMER INFORMATION

Customer Name: Magnolia Public Schools
Doing Business As:
Service Address: 6525 ESTRELLA AVE
City/State/Zip: SAN DIEGO, CA - 92120

AUTHORIZED CUSTOMER CONTACT INFORMATION

Ordered By:
Title:
Business Phone:
Cell Phone:
Business Fax:
E-Mail Address:

Internet - Cox Optical Internet 1 Gbps

EQUIPMENT 1:

Part #:

Category	Feature	Detail
All	Router for COI	
Hi Cap Data	Fiber Descriptor Code - Data	

Telephone - VoiceManager Essential Pkg - Free Local

Phone #:

:

Category	Feature	Detail
Minute Pack	Cox Business Minute Pack 1000 - 3 Year	

Phone #:

:

Category	Feature	Detail

Phone #:

:

Category	Feature	Detail

Phone #:

:

Category	Feature	Detail

Phone #:

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Category	Feature	Detail

Phone #:

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Category	Feature	Detail

Phone #:

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Category	Feature	Detail

Phone #:

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Category	Feature	Detail

Phone #:

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Category	Feature	Detail

Phone #:

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Category	Feature	Detail

MAGNOLIA PUBLIC SCHOOLS

ATTN: Rasul Monoshev

470-Form #: 170059293

We appreciate the opportunity to bid on your wireless initiative. It's clear that Magnolia Public Schools 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 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:

We have bid the cabling as requested. Without having a walkthrough firm pricing is difficult to give. To help address that we have bid armored fiber cabling that will allow us to run it without an innerduct or conduit inside a building.

We have bid cat6 cabling. All our drops are certified with a fluke dsx-5000 to verify that the cabling will perform as required.

We have bid 2 options for the switches:

- 1) Brocade switches with limited lifetime warranty
- 2) HP Switches with limited lifetime warranty

They both have the same specifications in regard to port count, poe, and SFP+, Basic L3



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 SD Cabling	\$0.00	\$0.00
3.00	Fiber Optic Cable - 6 Fiber Indoor Armored Plenum, MM 50/125 OM3 cable terminated with LC connectors	\$1,550.00	\$4,650.00
3.00	1U Rackmount Fiber Tray (Quantity can be reduced, assumption is 3 different IDFs)	\$150.00	\$450.00
6.00	6 Port (12F) Loaded LC Adapter Panel	\$50.00	\$300.00
16.00	1M Multimode Duplex 10 Gigabit Fiber Optic Patch Cable (50/125) - LC to LC has ceramic ferrules and a 50/125 Micron core. (Quantity can be changed assumption is to match SFP Module count)	\$20.00	\$320.00
200.00	Cabling CAT6 Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost	\$150.00	\$30,000.00
300.00	Basic Wire Molding per foot pricing cost.	\$3.50	\$1,050.00
9.00	Cat 6 panel 24 port	\$95.00	\$855.00
		Subtotal:	\$37,625.00
		Sales Tax:	\$667.19
		Total:	\$38,292.19

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 SD Brocade Switches	\$0.00	\$0.00
4.00	Erate: BROCADE ICX7150-48P-2X10G : ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP)	\$1,450.00	\$5,800.00
8.00	Brocade 10G-SFPP-SR Compatible 10GBASE-SR SFP+ Module	\$125.00	\$1,000.00
2.00	Erate: BROCADE 10G-SFPP-TWX-0101 : DIRECT ATTACHED SFPP ACTIVE COPPER,1M,1-PACK	\$100.00	\$200.00
1.00	APC Smart-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,200.00	\$1,200.00
10.00	E-rate - RUCKUS WIRELESS : ZoneFlex R710 US dual-band 802.11abgn/ac Wireless Access Point, 4x4:4 streams Wave 2, BeamFlex+, dual ports with link aggregation support, 802.3af PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.	\$600.00	\$6,000.00
10.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$1,500.00
1.00	Rack 42u Enclosure	\$550.00	\$550.00
1.00	Installation and Configuration of all equipment listed on quote.	\$4,500.00	\$4,500.00
		Subtotal:	\$20,750.00
		Sales Tax:	\$1,334.38
		Total:	\$22,084.38

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



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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 SD HP Switches	\$0.00	\$0.00
4.00	Erate HP J9729A#ABA 2920-48G-POE+ Switch. 48-port basic L3 10/100/1000 PoE+ switch with 2 slots for optional 10G modules, 1 slot for optional stacking module and a modular power supply. 370 W PoE+	\$1,861.00	\$7,444.00
8.00	HP J9150A Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$150.00	\$1,200.00
1.00	APC Smart-UPS 2200VA LCD RM 2U 120V US SMT2200RMUS	\$1,200.00	\$1,200.00
10.00	E-rate - RUCKUS WIRELESS : ZoneFlex R710 US dual-band 802.11abgn/ac Wireless Access Point, 4x4:4 streams Wave 2, BeamFlex+, dual ports with link aggregation support, 802.3af PoE support. Does not include power adapter or PoE injector. Includes Limited Lifetime Warranty.	\$600.00	\$6,000.00
10.00	5yr Ruckus Cloud WiFi license for 1 AP, Special EDU	\$150.00	\$1,500.00
1.00	Rack 42u Enclosure	\$550.00	\$550.00
1.00	Installation and Configuration of all equipment listed on quote.	\$4,500.00	\$4,500.00
		Subtotal:	\$22,394.00
		Sales Tax:	\$1,565.73
		Total:	\$23,959.73

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.
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Prepared for: Rasul Monoshev
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 18238 Sherman Way
 Reseda, CA 91335
 United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA SA Brocade Switches	\$0.00	\$0.00
4.00	Erate: BROCADE ICX7150-48P-2X10G : ICX 7150 Switch, 48x 10/100/1000 PoE+ ports, 2x 1G RJ45 uplink-ports, 2x 1G SFP and 2x 10G SFP+ uplink-ports upgradable to 4x 10G SFP+ with license, 370W PoE budget, basic L3 (static routing and RIP)	\$1,450.00	\$5,800.00
8.00	Brocade 10G-SFPP-SR Compatible 10GBASE-SR SFP+ Module	\$125.00	\$1,000.00
2.00	Erate: BROCADE 10G-SFPP-TWX-0101 : DIRECT ATTACHED SFPP ACTIVE COPPER,1M,1-PACK	\$100.00	\$200.00
1.00	Installation and Configuration of switches	\$2,500.00	\$2,500.00
		Subtotal:	\$9,500.00
		Sales Tax:	\$525.00
		Total:	\$10,025.00

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
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Ken@DigitalSynergyIT.com

Prepared for: Rasul Monoshev
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18238 Sherman Way
Reseda, CA 91335
United States

rmonoshev@magnoliapublicschools.org

Quantity Description		Unit Price	Ext. Price
1.00	Note: MSA SA HP Switches	\$0.00	\$0.00
4.00	Erate HP J9729A#ABA 2920-48G-POE+ Switch. 48-port basic L3 10/100/1000 PoE+ switch with 2 slots for optional 10G modules, 1 slot for optional stacking module and a modular power supply. 370 W PoE+	\$1,861.00	\$7,444.00
8.00	HP J9150A Compatible 10GB SFP+ SR MMF, 850nm, 300m for Procurve	\$150.00	\$1,200.00
1.00	Installation and Configuration of switches	\$2,500.00	\$2,500.00
		Subtotal:	\$11,144.00
		Sales Tax:	\$756.35
		Total:	\$11,900.35

Thank you, We appreciate the opportunity to quote your business.
<http://www.dsc.la>

Signature: _____

Date: _____

REQUEST FOR PROPOSALS

Signature Page **(required)**

Applicant:	Magnolia Public Schools
Billed Entity Number:	17003590
Establishing Form 470:	170059293

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 RFP and all RFP amendments included by reference, with any exceptions explicitly noted in writing in the proposal.

Ken Hagopian

Digitally signed by Ken Hagopian
 DN: cn=Ken Hagopian, o=Digital
 Synergy Consulting, Inc., ou,
 email=Ken@DSC.LA, c=US
 Date: 2017.05.09 11:50:20 -07'00'

Signature

Ken Hagopian CEO Digital Synergy Consulting, Inc.

Printed Name and Title

Vendor Name

5/9/2017

143036385

1000012855

Date

SPIN

DIR (required for cabling)

This proposal is submitted in response to **SPECIFIC INFORMATION**, section B. Category 2 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

Rasul Monoshev, IT Director

Printed Name and Title

Magnolia Public Schools

17003590

Applicant Name

BEN

Similar Project Experience:

1. **City of Inglewood** – City Libraries: 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. Project duration 3 weeks – 2016
2. **Oak Park Unified School District** – District wide replacement of access points with Ruckus equipment. Assistance in configuration. Project duration Compressed time table 2 weeks - 2016
3. **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 – 2017
4. **The Archer School For Girls**: Project scope – 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. Project duration 3 months 2012
5. **The Wesley School**: Project scope – cabling school wide, replacing existing aging switches with new HP switches, Ruckus wireless controller, and Ruckus access points. Create VLANS as required, implement high density campus wide wireless network, test, validate, train. Project duration 3 months 2014
6. **The Frostig School**: Project scope – cabling school wide, replace existing aging HP switches with new HP switches, HP wireless controller and HP access points. Create VLANS, reconfigure network, implement high density campus wide wireless network, test, validate, train. Project duration 3 months 2012
7. **Our lady of Perpetual Help Catholic School**: Project Scope – cabling and fiber runs, implement new switches, 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. Project duration 1 months 2015
8. **Multicultural Learning Center**: Project Scope – 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. Project duration 2 months 2015
9. **MEND**: Project Scope – 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.

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

Digitally signed by Ken Hagopian
DN: cn=Ken Hagopian, o=Digital Synergy
Consulting, Inc., ou, email=Ken@DSC.LA,
c=US
Date: 2017.05.09 11:50:33 -07'00'

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, 2017 and shall terminate on September 30, 2018 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, 2018 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, 2016. If customer elects to take delivery after April 1, 2016 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, 2016.
- 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>

References

- 1) Multicultural Learning Center
 - a. Project description in section 6.
 - b. Saira Salazar-Martinez
 - c. saira@mlccharter.org
 - d. (818) 716-5783 ext. 222
- 2) The Frostig School
 - a. Project description in section 6.
 - b. Rick Benevides – IT
 - c. Rick.B@frostig.org
 - d. (626) 791-1255
- 3) The Archer School for Girls
 - a. Project description in section 6.
 - b. John Chen
 - c. johnchen@archer.org
 - d. (310) 873-7019
- 4) MEND Poverty - Meet Each Need with Dignity
 - a. Scott Mikels
 - b. Chief Financial Officer
 - c. scott@mendpoverty.org
 - d. (818) 686-7353

