

LA CAÑADA UNIFIED SCHOOL DISTRICT

ATTN: Jamie Lewsadder

RFP # 2021-LCUSD Category 2 E-Rate

470-Form #: 210018668

We appreciate the opportunity to bid on your project. It's clear that District is committed to creating a learning environment that best supports their students. We have the knowledge and experience to support the school within a budget that is affordable.

SPIN # 143036385 – Digital Synergy Consulting, Inc.
FRN # 0024370165
DIR # 1000012855
CSLB C10 License # 1011924
CA Business License Entity #: C2824489
CA Small Business Certification ID: 1757859
LA County Small Business Certification #: 1757859
City of Los Angeles Small Business Certification # SLB – 3155

Bidding Company:

Digital Synergy Consulting, Inc.
15021 Ventura Blvd #501
Sherman Oaks, CA 91403

Contact:

Ken Hagopian
818.647.9900 x210
ken@dsc.la



DIGITAL SYNERGY
INFORMATION TECHNOLOGY

15021 Ventura Blvd. #501 Sherman Oaks, CA 91403

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 have been providing network services since 2006

Bid Requirements:

- E-RATE SUPPLEMENTAL TERMS AND CONDITIONS
 - Attached and signed below in document.
- 1. Three (3) references describing Service Provider's portfolio experience with comparable projects within a K-12 customer market:
 - District Name & Contact:
 - Campbell Union School District
 - Trevor Walker (408) 364-4200 x7161 - TWalker@campbellusd.org
 - Project Name & Location:
 - Project Name: 470 180025387 FY2018 E-Rate Request for Proposals
 - Campbell, CA
 - Start, End Dates: June 2018 – 2 weeks
 - E-rate funded: Yes
 - CTF: N/A
 - Main Program Elements: Cabling district wide 12 school sites
 - Project Relevance:
 - Cabling District wide 12 schools. District estimated it would take a month. We completed the project in 2 weeks
 - Firm Role: Performed with our own staff
 - Key individuals:
 - Ken Hagopian – Project Management
 - Daniel Banuelos – Cabling Manager
 - District Name & Contact:
 - Calipatria Unified School District
 - Michael Gonzales (760) 348-2103 - mgonzales@calipat.com
 - Project Name & Location:
 - E-Rate 2018-2019 RFP# 2018-IC Requirements



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15021 Ventura Blvd. #501 Sherman Oaks, CA 91403

- Calipatria, CA
- Start, End Dates: August 2018 – 2 Weeks
- E-rate funded: Yes
- Main Program Elements:
- Cabling District wide
- Wireless network upgrade district wide
- Original Budget & Final Amount: \$80,000 – No change orders
- Project Relevance:
- Cabling and wireless network installation district wide. Project completed in 2 weeks
- Firm Role: Performed with our own staff
- Key individuals:
- Ken Hagopian – Project Management
- Daniel Banuelos – Cabling Manager
- District Name & Contact:
 - Magnolia Public Schools
 - Rasul Monoshev (714) 892-5066 rmonoshev@magnoliapublicschools.org
 - Project Name & Location:
 - FY2017 E-Rate Request for Proposals
 - San Diego, CA
 - Start, End Dates: Feb 2018 – 2 weeks
 - E-rate funded: Yes
 - Main Program Elements:
 - Cabling for a new school site
 - Original Budget & Final Amount: \$75,000 – No Change orders
 - Project Relevance:
 - Cabling
 - Firm Role: Performed with our own staff
 - Key individuals:
 - Ken Hagopian – Project Management
 - Daniel Banuelos – Cabling Manager
- 2. Service Provider’s SPIN number: 143036385
- 3. Service Provider’s FCC Registration Number (FRN): 0024370165
- 4. “Equipment list” completely filled in
 - Attached
- 19: Noncollusion Affidavit. Bidders on all public works contracts are required to submit an Affidavit of Noncollusion with their bid: Attached to document.
- 20: Department of Justice Clearance. Bidders shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or a serious felony: We so certify.



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SELECTION CRITERIA:

Eligible Price/Charges 25%: All items are 100% Erate eligible

Non-eligible Price/Charges 15%: No non-eligible items on project

District Experience 20%: Multiple district projects

Ability to deliver service in desired timeframe 15%: Able to give priority scheduling to school district to meet any timeframe.

Vendor quote to meet district's minimum specifications 15%: Quote attached as requested

Reference checks 10%: Additional reference sheet attached to bid

Total 100%

Project Scope and assumptions:

Implementation Plan

- Work with district to identify all required components for each portion of the project.
 - Work through each site
 - IDF by IDF
 - Validate specific fiber requirements & runs.
 - Validate specific network switch equipment.
 - Validate specific patch cable quantities.
 - Update cost sheet to match specific requirements.
 - Work through approval
 - Identify switch lead time.
- Begin work on fiber project.
 - Schedule work with district.
 - Start
 - Identify common pathways.
 - Setup safety cones and mark off areas around vaults.
 - Run all fibers running through common vaults.
 - Install all IDF equipment.
 - Begin termination process.
 - Terminate all fibers at MDF.
 - Begin certification process.
 - Complete documentation process.
 - Issue site warranty
- Begin work on switch project.
 - Schedule work with district.
 - Start
 - Gather configuration information from District.
 - Pre-configure switches.
 - Schedule down time
 - Minimize downtime if possible, by keeping the current switches up.



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- Install switches in IDF.
 - Patch in all switches
 - Fiber & copper connections
 - Test connectivity
 - Install all MDF switches.
 - Patch in all switches
 - Fiber & copper connections
 - Test connectivity
 - Complete documentation and labeling process
- Cat6 / Cat6A Cabling
 - New building construction. Cat6(a) cabling as specified in RFP. All cabling hardware included. Existing pathways and room in existing pathways. We will work with the school to identify any construction requirements.
 - Manufactures warranty on Cat6(a) Cabling.
 - Patch cables included as requested
- Review project completion with District.
 - Rack included as requested
 - Cabling diagram based on the designs included in Appendix A, will be finalized with construction.
- Project is 100% E-Rate eligible.

We are an IT Consulting company that have a specialty in IT for k12 schools and E-Rate programs.

We are authorized to do business in California, our C-10 contractors license is attached.

FCC Greenlight status attached in subsequent pages

We certify that none of the Vendor's principals that are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds.



DIGITAL SYNERGY
INFORMATION TECHNOLOGY

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Aruba	J9150D	Aruba 10G SFP+ LC SR 300m MMF Transceiver		2	
New Building IDF 2					
Aruba	J9822A	Aruba 5412R z12 Switch	\$ 1,479.00	1	\$ 1,479.00
Aruba	J9830B	Aruba 5400R 2750W PoE+ z12 PSU	\$ 860.00	3	\$ 2,580.00
Aruba	J9830B ABA	INCLUDED: Power Cord - U.S. localization	\$ -	3	\$ -
Aruba	J9827A	Aruba 5400R z12 Management Module	\$ 807.38	1	\$ 807.38
Aruba	J9986A	Aruba 24p 1000BASE-T PoE+ v3 z12 Mod	\$ 1,154.66	4	\$ 4,618.64
Aruba	J9993A	Aruba 8p 1G/10GbE SFP+ v3 z12 Mod	\$ 1,585.00	1	\$ 1,585.00
Aruba	J9995A	Aruba 8p 1/2.5/5/XGT PoE+ v3 z12 Mod	\$ 1,585.00	2	\$ 3,170.00
Aruba	J9150D	Aruba 10G SFP+ LC SR 300m MMF Transceiver		2	

Singlemode fiber requested on fiber quote. This is multimode Gbic

Singlemode fiber requested on fiber quote. This is multimode Gbic

Hardware \$ 72,207.46
SM Gbics \$14,064.00
Total Hardware \$86,271.46

Aruba	J9151D	Singmode SFP+	439.5	2	\$879.00
Aruba	J9151D	Singmode SFP+	439.5	2	\$879.00

Gbics Total \$14,064.00

* Please see the new highlighted IDF 2 column that we are requesting additional equipment for after the vendor walkthrough

La Canada FY 2021 470- Bid Pricing Sheet-Category 2 Equipment

Company Name: Digital Synergy Consulting, Inc.
Address: 15021 Ventura Blvd #501 Sherman Oaks, CA 91402
Phone: 818.647.9900
Website: www.dsc.la

SPIN: 143036385
Submitted By: Ken Hagopian
Title: CEO
Date: 3/10/2021

143036385	
Ken Hagopian	
CEO	
3/10/2021	

Bids requested for manufacturer and part number specified, or equivalent.

Place bids for requested manufacturer and part number on this grid.

*Note: Provide appropriate Patch Panels based on cable count.

Room	Item/Type	Description	Quantity	Unit Price	Total
New building	Indoor Access Point	Ruckus r710	24	\$ 540.00	\$ 12,960.00
	Outdoor Access Point	Ruckus r710	4	\$ 1,482.00	\$ 5,928.00
	Controller Licences	Zone Director	28	\$ 1,850.00	\$ 1,850.00
				\$	20,738.00

Place bids for equivalent make and models on this grid.

Manufacturer	Part Number	Description	Unit Price	Quantity	Total
		50 Pack License			

Digital Synergy Consulting Inc. Quote



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Prepared for: Jamie Lee Lewsadder
La Canada School Unified School District
4490 Cornishon Drive
La Canada, CA 91011
United States

JLewsadder@lcsud.net

Quantity	Description	Unit Price	Ext. Price
1.00	RFP # 2021-LCUSD Category 2 E-Rate Palm Crest Switches	\$0.00	\$0.00
7.00	Aruba J9830B Aruba 5400R 2750W PoE+ z12 PSU	\$860.00	\$6,020.00
4.00	Aruba J9993A Aruba 8p 1G/10GbE SFP+ v3 z12 Mod	\$1,585.00	\$6,340.00
6.00	Aruba J9995A Aruba 8p 1/2.5/5/XGT PoE+ v3 z12 Mod	\$1,585.00	\$9,510.00
32.00	Aruba J9151D Aruba 10G SFP+ LC SR 300m MMF Transceiver	\$439.50	\$14,064.00
7.00	Aruba R0M67A Aruba 2930M 40G 8SR PoE Class 6 1s Switch	\$3,450.00	\$24,150.00
14.00	Aruba JL087A Aruba X372 54VDC 1050W Power Supply	\$315.75	\$4,420.50
6.00	Aruba JL083A Aruba 3810M/2930M 4SFP+ MACsec Module	\$427.88	\$2,567.28
2.00	Aruba JL325A Aruba 2930 2-port Stacking Module	\$336.00	\$672.00
2.00	Aruba J9734A Aruba 2920/2930M 0.5m Stacking Cable	\$49.50	\$99.00
2.00	Aruba J9822A Aruba 5412R z12 Switch	\$1,479.00	\$2,958.00
2.00	Aruba J9827A Aruba 5400R z12 Management Module	\$807.38	\$1,614.76
12.00	Aruba J9986A Aruba 24p 1000BASE-T PoE+ v3 z12 Mod	\$1,154.66	\$13,855.92
		Subtotal:	\$86,271.46
		Sales Tax:	\$8,195.79
		Total:	\$94,467.25

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

Signature: _____

Date: _____

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JLewsadder@lcsud.net

25 Year fiber MFG Warranty

Quantity	Description	Unit Price	Ext. Price
1.00	Note: Palm Crest Fiber - RFP # 2021-LCUSD Category 2 E-Rate & Cat6a Cabling	\$0.00	\$0.00
1.00	Note: MDF	\$0.00	\$0.00
1.00	OCC 4U Rack Fiber Enclosures RTS4U-12APB	\$350.00	\$350.00
7.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$560.00
100.00	OCC LC Single Mode Fiber Connector - RFC-LC8	\$15.00	\$1,500.00
58.00	Patch Cable Length and color as required	\$10.00	\$580.00
16.00	OCC 1m SM Fiber Patch Cable - D8LC-LC-1M	\$13.00	\$208.00
8.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$120.00
1.00	Note: Main electrical room	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
130.00	Patch Cable Length and color as required	\$10.00	\$1,300.00
495.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$990.00
2.00	OCC 1m SM Fiber Patch Cable - D8LC-LC-1M	\$13.00	\$26.00
2.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$30.00
1.00	Note: Library	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
32.00	Patch Cable Length and color as required	\$10.00	\$320.00
495.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$990.00
2.00	OCC 1m SM Fiber Patch Cable - D8LC-LC-1M	\$13.00	\$26.00
1.00	Note: Cafe	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
42.00	Patch Cable Length and color as required	\$10.00	\$420.00
450.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$900.00
2.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$30.00
1.00	Note: End of 16	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
10.00	Patch Cable Length and color as required	\$12.00	\$120.00

495.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$990.00
2.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$30.00
1.00	Note: Kinder	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
28.00	Patch Cable Length and color as required	\$10.00	\$280.00
495.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$990.00
12.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$180.00
1.00	Note: Office	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
52.00	Patch Cable Length and color as required	\$10.00	\$520.00
495.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$990.00
2.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$30.00
1.00	Note: New Building IDF 1 - Fiber & Cat6a Cabling	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
11.00	CAT6 24 Ports Patch Panel Cat6a	\$95.00	\$1,045.00
248.00	Cabling CAT6A Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost All drops tagged, terminated and certified with Fluke DSX-5000	\$195.00	\$48,360.00
2.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$160.00
30.00	OCC LC Single Mode Fiber Connector	\$15.00	\$450.00
290.00	Patch Cable Length and color as required	\$10.00	\$2,900.00
1,650.00	OCC 24F Indoor Outdoor Single Mode	\$3.35	\$5,527.50
2.00	OCC 24 Port Cassette - MDF to New Building	\$375.00	\$750.00
2.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$30.00
2.00	OCC 1m SM Fiber Patch Cable - D8LC-LC-1M	\$13.00	\$26.00
1.00	Rack - Wall or floor as required.	\$1,350.00	\$1,350.00
1.00	Note: New building IDF 2 (second building)	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
10.00	Patch Cable Length and color as required	\$10.00	\$100.00
495.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$990.00
2.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$30.00
1.00	Note: Building w/ No fiber	\$0.00	\$0.00
1.00	OCC 1U Rack Fiber Enclosures RTS1U-3APB	\$165.00	\$165.00
1.00	OCC 12F Single Mode LC ADAPTER PANEL 6112SMDLC	\$80.00	\$80.00
15.00	OCC LC Single Mode Fiber Connector	\$15.00	\$225.00
32.00	Patch Cable Length and color as required	\$10.00	\$320.00
495.00	OCC 12F Indoor Outdoor Single Mode - per foot	\$2.00	\$990.00
2.00	OCC 3m SM Fiber Patch Cable - D8LC-LC-3M	\$15.00	\$30.00
1.00	Note: Project items as needed	\$0.00	\$0.00
9.00	MTG BRKT KIT FL MT RTC/RTS 1U - BKTR1UB	\$35.00	\$315.00
1.00	OCC MTG BRKT KIT 4U - BKTR4UB	\$40.00	\$40.00
27.00	BLANK PANEL FOR 616-ATC 600-ATC	\$8.00	\$216.00
1.00	Fiber installation, termination, certification & documentation	\$9,500.00	\$9,500.00
		Subtotal:	\$89,534.50
		Sales Tax:	\$3,005.28
		Total:	\$92,539.78

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

Signature: _____

Date: _____

Digital Synergy Consulting Inc. Quote



From: Ken Hagopian
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 Ken@DigitalSynergyIT.com

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Quantity	Description	Unit Price	Ext. Price
1.00	RFP # 2021-LCUSD Category 2 E-Rate Palm Crest Wireless Hardware	\$0.00	\$0.00
24.00	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.	\$540.00	\$12,960.00
4.00	E-rate RUCKUS WIRELESS : ZoneFlex T710, omni, Outdoor, dual-band (5GHz and 2.4 GHz concurrent) Wave 2 802.11ac access point, 4x4:4 streams, adaptive antennas, dual-ports, PoE support includes adjustable acoustic drop ceiling bracket. Does not include power adapter.	\$1,482.00	\$5,928.00
4.00	RUCKUS WIRELESS : Mounting Kit for ZoneFlex T610/T610s and spare for T710/T710s	\$65.00	\$260.00
1.00	Ruckus ZoneDirector 3000 50 AP Lic 1 year	\$1,850.00	\$1,850.00
		Subtotal:	\$20,998.00
		Sales Tax:	\$1,819.06
		Total:	\$22,817.06

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Quantity	Description	Unit Price	Ext. Price
1.00	RFP # 2021-LCUSD Category 2 E-Rate - Labor	\$0.00	\$0.00
1.00	Switch Installation & Basic configuration Installing all modular components into the device chassis. Racking the equipment Connecting the power supplies to power distribution. Connecting the copper and fiber jumper cables for connectivity. Install the initial configuration based upon LCUSD standard Adding any unique information to the device such as IP Addresses and Hostnames. Testing and ensuring the device is logically connected and properly communicating with other network devices.	\$11,500.00	\$11,500.00
24.00	Hang 24 Access points, connect to existing drops.	\$75.00	\$1,800.00
4.00	Install 4 outdoor access points.	\$650.00	\$2,600.00
		Subtotal:	\$15,900.00
		Sales Tax:	\$0.00
		Total:	\$15,900.00

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Quantity Description		Unit Price	Ext. Price
1.00	RFP # 2021-LCUSD Category 2 E-Rate - Bond Cost	\$0.00	\$0.00
1.00	Performance/Payment bond: Project award total plus contingency: \$275,000 Bond cost 2.5% + Bond Fee	\$7,375.00	\$7,375.00
		Subtotal:	\$7,375.00
		Sales Tax:	\$0.00
		Total:	\$7,375.00

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Quote



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Quantity Description		Unit Price	Ext. Price
1.00	RFP # 2021-LCUSD Category 2 E-Rate - 10% Contingency Budget	\$0.00	\$0.00
1.00	10% Project contingency \$230,000	\$23,000.00	\$23,000.00
		Subtotal:	\$23,000.00
		Sales Tax:	\$0.00
		Total:	\$23,000.00

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Quantity Description		Unit Price	Ext. Price
1.00	RFP # 2021-LCUSD Category 2 E-Rate - Cat6A option	\$0.00	\$0.00
248.00	Cabling CAT6A Non-Plenum, basic drops assumptions: existing pathways, no conduit runs required or room in existing conduits, no surface raceway required. Per drop cost All drops tagged, terminated and certified with Fluke DSX-5000	\$240.00	\$59,520.00
		Subtotal:	\$59,520.00
		Sales Tax:	\$0.00
		Total:	\$59,520.00

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

Signature: _____

Date: _____



La Cañada Unified School District

4490 Cornishon Ave. La Cañada, CA 91011

E-Rate Year

Request for Proposals

Wired and Wireless Infrastructure

RFP # 2021-LCUSD Category 2 E-Rate

Prepared By:

Jamie Lewsadder, CTO

February 2, 2021

Timeline

RFP Issued	February 3rd, 2021
Mandatory walkthrough	February 8th, 2021 9am PST at 5025 Palm Dr, La Cañada Flintridge, CA 91011 (Must email jlewsadder@lcsd.net 24 hours prior and confirm attendance)
Vendor Questions Due	February 12th, 2021
Answers to Vendor Questions Posted	February 15th, 2021
Proposals Due	March 15th, 2021

E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1. The project herein is contingent upon the approval of funding from the Universal Service Fund's Schools and Libraries Program, otherwise known as E-rate.
2. The District expects Service Providers to make themselves thoroughly familiar with and rules or regulations regarding the E-rate program.
3. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.
4. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: <http://www.usac.org/sl/providers/step01/>
5. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: <https://fjallfoss.fcc.gov/coresWeb/publicHome.do>
6. Service Providers are responsible for maintaining evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
7. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021
8. Prices must be held firm until September 30, 2023 or until all work associated with the

- project is complete (including any contract and USAC approved extensions).
9. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.
 10. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.
 11. Service provider shall retain all documentation related to the purchase, payment, delivery and/or installation, including Forms 474 and receipt of payment from USAC, for all products and services provided to the applicant. Related documentation must be retained for a period of 10 years from the last date of service.
 12. Even after award of contract(s) and/or e-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.
 - 13. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions.**
 14. In the event of questions during an e-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.
 15. No change in the products and/or services specified in this document orders will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.
 16. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
 17. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.
 18. This offer is in full compliance with USAC’s Free Services Advisory <http://www.usac.org/sl/applicants/step02/free-services-advisory.aspx>. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.
 19. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC <http://www.usac.org/sl/applicants/step07/invoice-check.aspx>
 20. Services providers must comply with the FCC rules for Lowest Corresponding Price

("LCP"). Further details on LCP may be obtained at USAC's website:
<http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx>

I, the undersigned, as an authorized agent of Digital Synergy Consulting Inc. (Service Provider Name), hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: _____ Title: CEO _____

Phone Number: 818.647.9900 _____ Email: Ken@dsc.la _____

Service Provider Name: Digital Synergy Consulting, Inc. _____

TRADE NAMES AND ALTERNATIVES

For convenience in designation on the plans or in the specifications, certain articles or materials to be incorporated in the work may be designated under a trade name or in the name of a manufacturer. Whenever in specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specification shall be deemed to be used for the purpose of facilitating description of material, process or article desired and shall be deemed to be followed by the words "or equal," and service provider may, unless otherwise stated, offer any material, process or article which shall be substantially equal or better in every respect to that so indicated or specified. Burden of proof as to equality of any material, process or article shall rest with service provider. Service Provider shall submit request together with substantiating data for substitution of any "or equal" item within the response by the closing of bids. Provision authorizing submission of "or equal" justification data shall not in any way authorize an extension of time of bid response. Please note: All "or equal" components must not void and must be supported by corresponding manufacturer warranty.

All "or equal" components must meet the minimum requirements listed below.

The District retains the right to be sole judge as to whether equivalency has been proven and whether alternatives will be accepted.

SCOPE OF WORK

Currently, the District is preparing for new construction on the Palm Crest Elementary Campus. The District is requesting proposals to install the wired and wireless network infrastructure on this campus to the building as well as upgrade the switch gear in the existing building. Proposals need to include the acquisition, installation and configuration of single mode fiber, Cat 6A copper, Aruba switch gear or equivalent, and Ruckus wireless access points or equivalent.

The selected vendor must be a certified sales and engineering partner of the proposed equipment manufacturer. Selected vendor will be responsible for the programming and installation of said equipment and will supply all mounting hardware, screws, connectors, modules, fiber connections, cables as necessary to provide a fully functioning system when completed.

Vendor shall inventory and asset tags (District to provide asset tags) all equipment and provide the inventory of all equipment to the District. Inventory shall include, at a minimum, Brand, Model, Serial Number, District Asset Tag Number, installation location, installation date, and funding request number.

The district standard for network switches is Aruba. The district standard for Wireless Access Points units is Ruckus. While the E-rate rules do not allow the District to only consider proposals that use our standard equipment, strong consideration will be given to proposals that do align with our standards. Proposals may include equipment from other manufacturers if it is functionally equivalent.

No refurbished equipment is acceptable.

The quotes provided must include all materials, equipment and accessories required to furnish a complete working data electronics system without additional components as indicated on the parts list.

Service Provider must meet the following qualifications to be considered for award. Documentation regarding the following qualifications MUST be included in the Service Provider's proposal. Non-inclusion of applicable documents is basis for disqualification.

1. When providing electronic equipment quotes for switches/hubs/routers, Service Provider must have at least 1 Certified Engineer or equivalent on staff. 2. All proposals need to include tax and shipping as separate items in the response.

Prospective Service Providers are required to submit the following:

1. Three (3) references describing Service Provider's portfolio experience with comparable projects within a K-12 customer market
2. Service Provider's SPIN number
3. Service Provider's FCC Registration Number (FRN).
4. "Equipment list" completely filled in

Failure by Service Provider to supply these documents shall be considered grounds for disqualification.

Summary Equipment List and Location

All work will take place at Palm Crest Elementary

(scope of work includes adding new fiber, copper, switches, and access points to the new building, replacing fiber and switches in the existing buildings).

1. Add 24 Ruckus r710 or equivalent access points
2. Add 4 Ruckus t710 or equivalent access points
3. Install cabling for 20 classrooms with 12 drops per classroom (construction documents for the new building will be provided to winning bidder)
4. Install cabling in new work room (8 drops)
5. Install a new server rack in the new building IDF
6. Install new Aruba switches in all IDFs
 - a. 2 Aruba 5400R
 - b. 6 Aruba 2930M
 - c. 1 5412R
 - d. Associated modules, power supplies etc. can be found in the appendix
7. Single mode fiber to new building and all existing buildings
8. Controller licenses for access points
9. 3 years support for all new hardware
10. Minimum 5 year warranty on all wiring and jacks
11. Installation of access points
12. Ceiling mount kits
13. Documentation of all installation points and wiring

Site map with IDF locations available upon request.

EVALUATION AND SELECTION CRITERIA

The District, in compliance with Federal Communications Commission (FCC) rules, will award to

the vendor(s) providing the most cost-effective service offering. Per the Sixth Report and Order, FCC 10-175, FCC rules dictate the following:

§ 54.503 (c)(2)(vii) All bids submitted for eligible products and services will be carefully considered, with price being the primary factor, and the bid selected will be for the most cost-effective service offering consistent with § 54.511.

§ 54.511 Ordering Services (a) Selecting a provider of eligible services. In selecting a provider of eligible services, schools, libraries, library consortia, and consortia including any of those entities shall carefully consider all bids submitted and must select the most cost-effective service offering. In determining which service offering is the most cost-effective, entities may consider relevant factors other than the pre-discount prices submitted by providers, but price should be the primary factor considered.

Therefore, the District may consider factors other than price alone in the consideration of bids; price for E-rate eligible goods and services will be the primary factor considered.

SELECTION CRITERIA:

Eligible Price/Charges 25%

Non-eligible Price/Charges 15%

District Experience 20%

Ability to deliver service in desired timeframe 15%

Vendor quote to meet district's minimum specifications 15%

Reference checks 10%

Total 100%

REQUESTS FOR INFORMATION

All inquiries must be submitted via e-mail to Jamie Lewsadder, jlewsadder@lcusd.net by the deadline on Page 2. The District will not respond to phone inquiries. Answers to questions as well as any amendments and clarifications will be posted on the District's web site along with this RFP.

SUBMISSION INSTRUCTIONS

All offers must be submitted to the contact information below by the deadline indicated on Page 1. Service Provider shall provide two (2) original responses including bid bond and proof of insurance.

Contact Information: La Canada Unified School District ATTN: Jamie Lewsadder 4490 Cornishon Ave. La Canada, CA 91011

Proposals must be clearly labeled with the Title of the RFP #2021-LCUSD E-RATE Proposal” on the outside of the envelope.

Alternative Submission via E-mail are acceptable

All offers may be submitted to the contact information below by the deadline indicated on Page 1. Contact Information: Jamie Lewsadder, CTO. Email: jlewsadder@lcusd.net

Offers must be received no later than the deadline noted above and clearly labeled in the subject line “#2021-LCUSD E-RATE Proposal”

It is the sole responsibility of each respondent to ensure all submittals and attachments are received by the District before the deadline. The District assumes no responsibility for transmission failures.

Verification of receipt can be made by contacting Jamie Lewsadder

Right to Reject Any and All Quotes

The District reserves the right to reject any or all quotation submittals and to waive any informalities or regularities. The Service Provider's quotation submission is recognition of this right. In addition, the District reserves the right to fund, (proceed with project or purchase) or not to fund, regardless of E-Rate approval.

GENERAL INFORMATION FOR BIDDERS

1. Preparation of Bid Form. The District invites bids on the form attached to be submitted at such time and place as is stated in the Notice to Contractor Calling for Bids. All blanks in the bid form must be appropriately filled in. All bids shall be submitted in sealed envelopes bearing on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. It is the sole responsibility of the bidder to see that his bid is received in proper time. Any bid received after the scheduled closing time for receipt of bids will be returned to the bidder unopened. Both base bid and Unit price bid must be submitted to be considered.

2. Bid Security. Each bid shall be accompanied by a certified or cashier's check payable to the District or a satisfactory bid bond in favor of the District, executed by the bidder as principal, and a satisfactory surety company as surety, in an amount ten percent of the Bid Amount.

3. Signature. The bid must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid on behalf of the bidder.

4. Modifications. Changes in or additions to the bid form, recapitulations of the work bid upon, alternative proposals, or any other modification of the bid form which is not specifically called for in the contract documents may result in the District's rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered, and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the bidder was placed in the mail prior to the opening of bids.

5. Erasures. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the persons signing the bid.

6. Examination of Site and Contract Documents. Each bidder shall visit the site of the proposed work and fully acquaint himself with the conditions relating to the construction and labor so that he may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any bidder to receive or examine any contract document, form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing shall in nowise relieve any bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

7. Withdrawal of Bids. Any bidder may withdraw his bid either personally by written request, or by telegraphic request confirmed in the manner specified above at any time prior to the scheduled closing time for the receipt of bids. No bidder may withdraw his bid for a period of one year after the date set for the opening of bids.

8. Agreements and Bonds. The Agreement form which the successful bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds which he will be required to furnish at the time of execution of the Agreement, are included in the contract documents and should be carefully examined by the bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond is as specified in the Supplementary General Conditions. Payment and Performance bonds must be executed by an admitted surety insurer as defined in Code of Civil Procedure §995.120.

9. Interpretation of Plans and Documents. If any person contemplating submitting a bid for the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other contract documents, or finds discrepancies in, or omissions from the drawings and specifications, he may submit to the District a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued and a copy of such addendum will be mailed or delivered to each person receiving a set of the contract documents. No person is authorized to make any oral interpretation of any provision in the contract documents to any bidder, and no bidder is authorized to rely on any such unauthorized oral interpretation.

10. Bidders Interest in More Than One Bid. No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a sub-proposal to a bidder, or that has quoted prices of materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other bidders or making a prime proposal.

11. Award of Contract. The District reserves the right to award in part or in whole, reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. The award of the contract, if made by the District, will be to the lowest responsible bidder meeting specification as determined solely by the District. Price has to remain firm for a period of 6 months after the opening of the bid. All Conversion cost shall be borne by the bidder.

IMPORTANT All awards of scope of work under this request are contingent upon approved E-Rate application and/or receipt of E-Rate funding awarded by the Schools and Libraries Division of USAC and approved by the Federal Communications Commission. In addition, any award(s) of scope of work under this request may be contingent upon the District appropriating matching funds. At the discretion of the District, if one-hundred percent (100%) of the costs of the awarded scope of work is not E-Rate funded this quotation process and all related awards of scope of work under this request may be voided.

The District has full discretion to cancel or terminate the overall contract(s) (or Purchase Orders), or any portions, awarded. The successful vendor(s) will not be eligible to collect damages for cancellation of the contract under these conditions.

The requirements outlined in this document shall apply to all contracts entered into as a result of the posting of the E-Rate 2015-2016 Forms 470/471

12. Alternates. If alternate bids are called for, the contract may be awarded, at the election of the governing board, to the lowest responsible bidder on the base bid, or on the base bid and any alternate or combination of alternates.

13. Evidence of Responsibility. The bidder whose bid is under consideration for the award shall submit with the bid documents to the District satisfactory evidence showing the level of bidder's financial resources, his construction experience, insurance, bondability and other pertinent information to determine contractor's ability to contract for this project if requested after the bids are opened. Failure to do so may result in disqualification.

14. Listing Subcontractors. Each bidder shall submit a list of the proposed subcontractors (contractor with valid contractor's B license) on this project as required by the Subletting and Subcontracting Fair Practices Act. (Public Contract Code §4100, et seq.) Forms for this purpose are furnished with the contract documents.

15. Workers' Compensation. In accordance with the provisions of §3700 of the Labor Code, Contractor shall secure the payment of compensation to his employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract: "I am aware of the provisions of §3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the code, and I will comply with such provisions before commencing the performance of the work of this contract." The form of such certificate is included as part of the contract documents.

16. Bid Deposit Return. Deposits of three or more low bidders, the number being at the discretion of the District, will be held for six (6) months or until posting by the successful bidder(s) of the bonds and certificates of insurance required and return of executed copies of the appropriate agreement form, whichever first occurs, at which time the deposits will be returned.

17. Forfeiture for Failure to Execute Contract. In the event the bidder to whom an award is made fails or refuses to execute the contract upon receiving notification that he is the bidder to whom the contract is awarded, and/or provide actual bonds upon receiving Notice to Proceed, the District may declare the bidder's bid deposit or bond forfeited as damages caused by the failure of the bidder to enter into the contract, and may award the work to the next lowest bidder, or may call for new bids.

18. Assurance of Compliance with Civil Rights Law and Americans with Disabilities Act. The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000e through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under this agreement or under any project, program, or activity supported by this agreement. The Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code §12900, and Labor Code §1735. In addition, the Contractor agrees to require like compliance by any subcontractors employed on the work by him.

The Contractor hereby assures that it will comply with the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12101 et seq., to ensure that disabled individuals shall be reasonably accommodated in accordance with the Act, and the Contractor shall not exclude from participation in, or deny the benefit of, or otherwise subject a disabled individual to discrimination under this Agreement, or under any project, program, or activity supported by this Agreement.

19. Noncollusion Affidavit. Bidders on all public works contracts are required to submit an Affidavit of Noncollusion with their bid. This form is included with the bid package and must be signed under the penalty of perjury and dated. Following bid award, a non-collusion affidavit must be submitted by each subcontractor with the Agreement documents.

20. Department of Justice Clearance. Clearance from the California Department of Justice (DOJ) is required for employees of bidders that may be in contact with pupils. No employees may start on the job **until clearance is ascertained**. Bidders shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or a serious felony. This clearance must be recertified along with the renewal of contract during its anniversary. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code, and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code. The bidder shall provide a list of the names of its employees who may come in contact with pupils to the governing board of the school district.

21. Bid Preparation All expenses incurred in preparation or submission of this bid shall be borne by the bidder.

22. Bid Submittal Bidders are required to send in bid which list in detail how work will be performed that meets the District's specification. Also include drawings for points of connection if necessary.

23. Request for Clarification All requests for clarification will be accepted only in writing to jlewsadder@lcsd.net by February 20, 2015 3:00 PM. Late request will not be considered. Absence of Clarification Request signifies acceptance of the specifications, terms and condition as presented.

24. Department of Industrial Relations SB 854 requires that all public works General Contractor and Subcontractor to be registered with the California State Department of Industrial Relations (DIR) and pay a yearly labor compliance monitoring fee. La Canada Unified School District will not accept a bid or enter into a contract with an unregistered contractor. Bidders must attach proof of registration.

25. Subcontractor Listing California Law requires the listing of subcontractor's name, location, description of work and license number. Failure to include such information will result in disqualification of bid.

26. Master Purchasing Agreements All bids submitted must be based on master purchasing agreements (WSCA, CMAS, etc) or piggybackable contracts.

27. ERATE La Canada Unified School District participates in the Schools and Libraries Program, (aka E-Rate), which is administered by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC). The E-Rate program provides discounts and reimbursements for telecommunications, Internet services and internal connections to eligible schools and libraries. For more information on USAC and the E-Rate program, please visit <http://www.usac.org/sl/>.

The work outlined in this RFP is contingent on E-rate funding. In the event that the given scope of work cannot be completed in the next funding year, the District reserves the right to extend the agreement one year at a time for a maximum total term not to exceed five years. While the RFP does mention specific equipment the district is willing to consider equivalent equipment, but strong preference will be given to equipment that complies with the district's current equipment standards.

To be considered for this contract, solution providers are required to supply a valid Service Provider Identification Number (SPIN) as well as contact information for the individual(s) responsible for filing the solution providers E-Rate forms, including the FCC Form 473, 474, 498 and 499 (if applicable). All necessary vendor E-Rate forms must be up to date by the RFP deadline. Bids submitted from solution providers who do not meet the above requirements will not be considered for award. As required by Section 54.500(f) of Part 47 of the Code of Federal Regulation all bids in response to this Form 470 must offer the lowest corresponding price (LCP) which is defined as the lowest price that a service provider charges to nonresidential customers who are similarly situated to a particular E-rate applicant (school, library, or consortium) for similar services. See <http://www.usac.org/sl/service-providers/step02/lowest-corresponding-price.aspx> for more information on the requirements relating to LCP.

LA CANADA UNIFIED SCHOOL DISTRICT expects service providers will provide an Excel version of the Item 21 Attachments in the format approved by USAC and the FCC. Bidders must ensure they provide the current approved Item 21 Attachment from USAC in an excel format that can easily be uploaded into USAC's online system. These templates are available at <http://www.usac.org/sl/tools/forms/471-templates.aspx>.

Agreement to Terms and Condition of the bid:

Digital Synergy Consulting, Inc.

Name of Company

Signature of Bidder

Ken Hagopian, CEO

Name and Title of Bidder



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/9/2021

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

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

PRODUCER ARTHUR J GALLAGHER & CO. INS. BROKERS OF CA, INC. 21820 BURBANK BLVD STE 175 WOODLAND HILLS CA 91367	CONTACT NAME: PHONE (A/C, No, Ext): (800) 313-8125 FAX (A/C, No): (866) 828-2424 E-MAIL ADDRESS: Certificate@Hanover.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED DIGITAL SYNERGY CONSULTING INC 15021 VENTURA BLVD STE 501 SHERMAN OAKS CA 91403	INSURER A: Citizens Ins Co of America NAIC # 31534	
	INSURER B: Hanover Insurance Co 22292	
	INSURER C: Allmerica Financial Benefit 41840	
	INSURER D:	
	INSURER E:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	OB3 D744131 02	11/01/2020	11/01/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY	N	N	OB3 D744131 02	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N	W23 D744136 02	11/01/2020	11/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Technology Error & Omissions	N	N	LH3 H360521 02	11/01/2020	11/01/2021	\$2,000,000/\$2,000,000/Retention \$5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
License #: 1011924

CERTIFICATE HOLDER**CANCELLATION**

CONTRACTORS STATE LICENSE BOARD (CSLB) 9821 BUSINESS PARK DRIVE SACRAMENTO CA 95827	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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10% of Bid Amount

BID BOND

Name of Principal Digital Synergy Consulting, Inc.
_Address 1500 Glenoaks Blvd
City of San Fernando, State of California 91340

as Principal, and Western National Mutual Insurance Company of a corporation organized and existing under the laws of the State of Minnesota, legally doing business in California as an admitted surety insurer at address 3455 Ocean View Blvd #200 City of Glendale, State of California, as Surety, are indebted to La Canada Unified School District in the sum of ten percent of bid amount submitted to the District for which payment Principal and Surety bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally.

THE CONDITION OF THE OBLIGATION OF THIS BOND IS THAT THE PRINCIPAL has submitted to the accompanying bid dated March 15, 20 21,

for RFP # 2021-LCUSD Category 2 E-Rate - Wired and Wireless Infrastructure upgrade.

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within six (6) months after said opening; and if the Principal is awarded the contract, and shall enter into a written contract with the District, in accordance with the bid as accepted provide a letter of bondability and after receiving the Notice to proceed within five calendar days give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, or in the event of the withdrawal of said bid within the period specified or the failure to enter into such contract and give such bonds within the time specified, if the Principal shall pay the District the difference between the amount specified in said bid and the amount for which the District may procure the required work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the District in again calling for bids, then the above obligation shall be void and of no effect, otherwise to remain in full force.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract on the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the District and judgment is recovered, the Surety shall pay all costs incurred by the District in such a suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF this instrument has been duly executed by the Principal and Surety above-named on the 15th day of March, 20 21.

(Corporate Seal)

Digital Synergy Consulting, Inc.

Principal

By _____

Ken Hagopian

Typed or Printed Name

Title CEO

Western National Mutual Insurance Company

Surety

(Corporate Seal)

By 

Pietro Micciche

Typed or Printed Name

Title Attorney-in-Fact



(Attached Attorney in Fact Certificate)

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: **Patricia Zenizo, Pietro Micciche, Manuel Reguerra, and Elisabete Salazar , Preferred Bonding Services (#9760)**

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds)**, as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

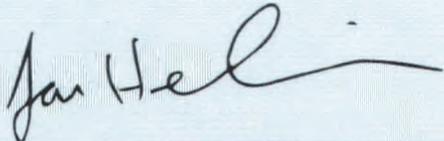
and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

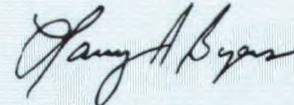
RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 16th day of December, 2020.



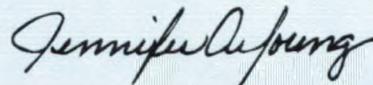
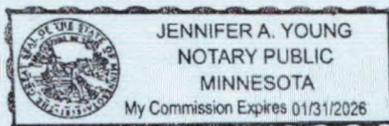
Jon R. Hebeisen, Secretary



Larry A. Byers, Sr. Vice President

STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 16th day of December, 2020, personally came before me, Jon R. Hebeisen and Larry A. Byers and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Jennifer A. Young, Notary Public
My commission expires January 31, 2026

CERTIFICATE

I, the undersigned, assistant secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Signed and sealed at the City of Edina, MN this 15 day of March, 2021 Jennifer A. Young, Assistant Secretary



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Los Angeles)

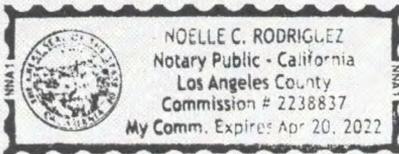
On March 15, 2021 before me, Noelle C. Rodriguez, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Pietro Micciche
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Noelle C. Rodriguez
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

NON-COLLUSION AFFIDAVIT

The appropriate, authorized operator's designate must sign and affix the corporate seal (see space below).

I, Ken Hagopian, depose and say that I am
CEO, of Digital Synergy Consulting, Inc.,
("President," "Vice-President," etc.) (Insert Name and Address of Organization)

who submits this proposal and hereby declare that this proposal is genuine, and not sham or collusive, nor made in the interest or in behalf of any person not herein named and the proposer had not directly induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from submitting a proposal, and that the proposer has not in any manner sought by collusion to secure for him/herself an advantage over any other proposer.

Date: 3/15/21 at Los Angeles
(Month, Day, Year) (City, State)

I certify under penalty of perjury that the foregoing is correct.

(Signature)



Red Light Display System (RLDS)



Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: Digital Synergy Consulting, Inc. (0024370165) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

2/5/2021 10:53 AM

Current Status of FRN 0024370165

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 02/05/2021 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies](#) / [Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 6; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



▼ Contractor's License Detail for License # 1011924

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- ▶ CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click [here](#) for a definition of disclosable actions.
- ▶ Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- ▶ Arbitrations are not listed unless the contractor fails to comply with the terms.
- ▶ Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 2/5/2021 7:18:32 AM

Business Information

DIGITAL SYNERGY CONSULTING INC
15021 VENTURA BLVD #501
SHERMAN OAKS, CA 91403
Business Phone Number:(818) 647-9900

Entity Corporation
Issue Date 03/08/2016
Expire Date **03/31/2022**

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C10 - ELECTRICAL

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [WESTERN SURETY COMPANY](#).

Bond Number: 63493792

Bond Amount: \$15,000

Effective Date: 05/08/2018

[Contractor's Bond History](#)

Bond of Qualifying Individual

This license filed Bond of Qualifying Individual number **30009177** for ZAVEN SHIR HAGOPIAN in the amount of **\$12,500** with [HUDSON INSURANCE COMPANY](#).

Effective Date: 01/21/2016

Workers' Compensation

This license has workers compensation insurance with the [ALLMERICA FINANCIAL BENEFIT INSURANCE COMPANY](#)

Policy Number: W23D74413602

Effective Date: 11/01/2019

Expire Date: 11/01/2021

[Workers' Compensation History](#)

Other

- ▶ Personnel listed on this license (current or disassociated) are listed on other licenses.



OPTICAL CABLE CORPORATION

Multimedia Design & Integration Specialist (MDIS)
Certification Program

Digital Synergy Consulting, Inc.

Has completed training on Copper Category and Fiber Optic standards, testing methods, and OCC fiber optic and copper cable and connectivity product installation practices and

Entitles the Certified OCC MDIS Installer to offer end users a

25 Year Performance Assurance Warranty on Fiber Optic and Copper Applications



CERTIFIED INSTALLER

Certificate Number: 0005-0149-020119

Certified by: Optical Cable Corporation

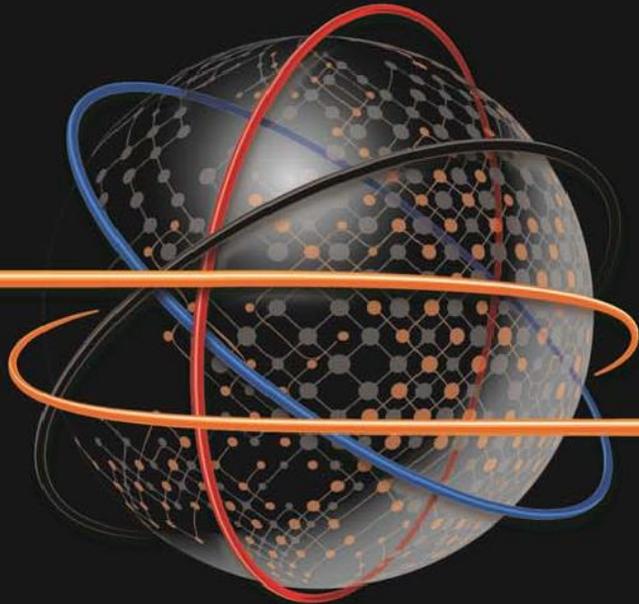
Certificate Date: **February 2020– February 2022**

A handwritten signature in blue ink that reads "Debby Brauch".

Debby Brauch
MDIS Administrator

Hyperline Systems North East Certification

PRESENTED BY
Hyperline Systems North East



Hyperline Systems North East hereby acknowledges that

Digital Synergy Consulting Inc.

15021 Ventura Blvd #501 Sherman Oaks, CA 91403

Is a fully accredited Hyperline Systems installer and designer, authorized to perform the design, installation, maintenance and certification of Hyperline approved products, in accordance with recognized EIA/TIA, UL and ISO/IEC industry standards. This certificate allows the installer to offer a Hyperline Systems Canada Ltd. product warranty for properly registered and approved projects in the United States for 25 years.

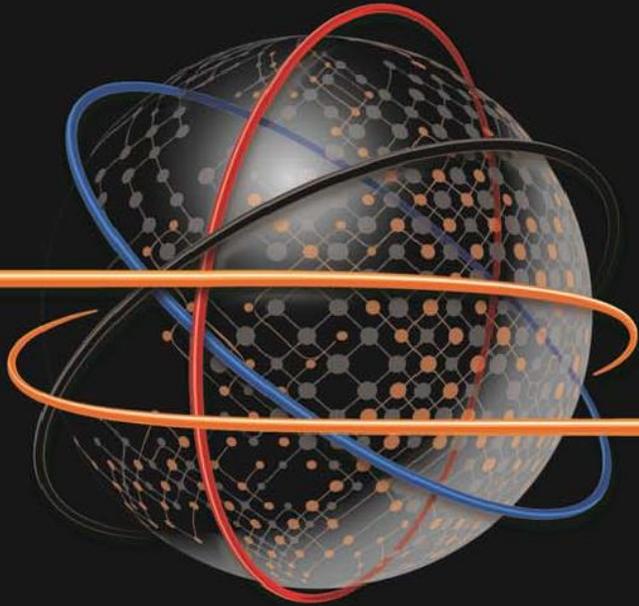
BY:

Gregory O'Reilly

Chief Technical Officer
Hyperline Systems Canada Ltd.
Hyperline Systems North East

Hyperline Systems North East Certification

PRESENTED BY
Hyperline Systems North East



Hyperline Systems North East hereby acknowledges that

Ken Hagopian
Digital Synergy Consulting Inc.

has satisfactorily completed the training and coursework required by the Hyperline Certified Installer Program to become a Hyperline Certified installer and designer.

BY:

Gregory O'Reilly

Chief Technical Officer
Hyperline Systems Canada Ltd.
Hyperline Systems North East

Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

Versiv Fiber Certified Cabling Test Technician

For Loss/Length (Tier 1) & OTDR (Tier 2) Fiber Certification
with the CertiFiber® Pro and OptiFiber® Pro



Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization



Ken Hagopian

Has successfully completed the training and examination requirements under the Fluke Networks CCTT Program and is hereby recognized as a

Copper Certified Cabling Test Technician

For Copper Certification
with the DSX Series CableAnalyzer



Mike Pennacchi

Network Protocol Specialists, Authorized CCTT Fluke Training Organization

United States Environmental Protection Agency

This is to certify that



Digital Synergy Consulting, Inc.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires October 19, 2023

NAT-F193162-1

Certification #

October 05, 2018

Issued On



A handwritten signature in black ink that reads "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



hereby confers upon

Ken Hagopian

the designation

Certified Wireless Network Administrator

in recognition of having successfully completed the requirements for that designation.

This certificate is valid until
20 Feb 2022



A blue ink signature of Brad Crump, written in a cursive style, positioned above a horizontal line.

Brad Crump
President

Member ID#:
417736



RUCKUS READY PARTNER PROGRAM

Ruckus Networks is proud to welcome

Digital Synergy Consulting, Inc.

as an authorized Elite partner in the Ruckus Ready Partner Program

March 2019

Ian Whiting, President, Ruckus Networks



Raelyn Krizter, Ruckus Channel Chief

Similar Project Experience & References:

1. **La Canada Unified School District** – Wireless network upgrade. Replaced existing and added new access points. Certified existing cabling installed new cabling. Indoor and outdoor access points. Heatmap to validate wireless network. Multi-site fiber replacement and certification. Network configuration. District wide project
 - a. Jamie Lee Lewsadder - Director of IT
 - b. (818) 486-8963 - JLewsadder@lcsd.net
2. **Campbell Union School District** – Network upgrade - District wide Cat 6 cabling 12 School sites.
 - a. Trevor Walker
 - b. (408) 364-4200 x7161 - TWalker@campbellusd.org
3. **City of Inglewood** – City Libraries & Park Wi-Fi: Cabling and certification in all city libraries, installation of Ruckus Access points, HP Switches and SonicWALL firewall devices. Heatmaps, and testing of the entire environment. Park wireless installation.
 - a. Chris Eckhard
 - b. (310) 412-5534 - cleckhard@cityofinglewood.org
4. **Oak Park Unified School District** – District wide replacement of access points with Ruckus equipment. Assistance in configuration. Project duration Compressed time table 2 weeks.
 - c. Enoch Kwok - Director of Technology
 - d. (818) 735-3201 - ekwok@opusd.org
5. **Magnolia Science Academy Public Schools** – New school construction. IDF. MDF, cabling, fiber cabling, installed access points, projectors, security cameras, PA system.
 - e. Rasul Monoshev IT Director
 - f. (714) 892-5066 x102 - rmonoshev@magnoliapublicschools.org
6. **Sherman Indian High School – Bureau of Indian Education** – Campus wide cabling throughout 10 buildings. Network certification, Design and installation of wireless access points throughout the campus, including wireless support for outdoor gather areas. Installation and configuration of HP switches. Wireless heatmap and validation. Project compressed time frame 2 weeks.
 - g. Terry Longenecker IT Coordinator or Lorna Hoffs
 - h. (951) 276-6325 - Terry.Longenecker@BIE.EDU or Lorna.Hoffs@bie.edu
7. **Multicultural Learning Center**: Multiple Projects over multiple years – cabling site wide, replacing aging equipment with new HP switches, Ruckus wireless controller, and Ruckus access points. Create VLANS, reconfigure network, implement high density campus wide wireless network, test, validate, and train. New building construction.
 - i. Saira Salazar-Martinez
 - j. (818) 716-5783 ext. 222 - saira@mlccharter.org
8. **The Archer School For Girls**: Multiple projects over multiple years – cabling school wide, replace existing aging HP Switches with new HP switches, HP wireless controller, and HP Access points. Create VLANS as required, implement high density campus wide wireless network, test, validate, train. Multiple Project starting from 2009
 - k. John Chen - Director of Information Technology
 - l. (310) 873-7068 - johnchen@archer.org



DIGITAL SYNERGY
INFORMATION TECHNOLOGY

15021 Ventura Blvd. #501 Sherman Oaks, CA 91403

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.

A handwritten signature in black ink, appearing to read "Ken Hagopian", written over a horizontal line.

Ken Hagopian
CEO
Digital Synergy Consulting, Inc.



DIGITAL SYNERGY
INFORMATION TECHNOLOGY

15021 Ventura Blvd. #501 Sherman Oaks, CA 91403

Digital Synergy Consulting, Inc. Erate Agreement

Computer Consulting Services Agreement

This Consulting Services Agreement (the "Agreement") is entered on _____ by and between _____ ("School District/Library"), located at _____ and Digital Synergy Consulting, Inc., a California Corporation, located at 15021 Ventura Blvd #501 Sherman Oaks, CA 91403 ("Consultant"). In consideration of the promises made herein, the parties hereto agree as follows:

1. Basic Maintenance of Internal Connections. Managed Internal Broadband Services: Company desires to retain Consultant and Consultant hereby agrees to provide technical services as a Consultant on behalf of Company, such services as are more clearly defined on the "Schedule of Services" attached hereto as Exhibit "A" and incorporated herein by this reference (the "Services"). Consultant understands that prompt performance of all work under the Agreement is required by Company in order to meet Company's schedules and commitments, and that time is of the essence of this Agreement. Consultant, however, shall not be responsible for any delays that are not due to its own fault or negligence and that could not have been reasonably foreseen or avoided.

2. Term: This Agreement shall commence as of the date first set forth above and shall continue for a term of three (3) years (the "Initial Term"). After expiration of the Initial Term, this Agreement shall be renewed automatically on an annual basis, provided neither party provides written notice of the intent to terminate this Agreement no less than thirty (30) days prior to the end of the Initial Term or any renewed term thereafter.

3. Compensation: In conjunction with the Services provided herein, Consultant shall receive payment as defined in agreement attached. Nothing contained herein shall pertain to services provided which in Consultant's sole discretion, are of an emergency nature and are thus outside the scope of the Services or require outside sub-contractors. Such emergency services shall be charged at the rate set forth on Exhibit "A". Payment is due upon presentation of the statement on the first of each month. Any statement unpaid for more than 30 days shall be subject to interest at the legal rate.

4. Expenses: Any and all expenses that must reasonably be incurred in the performance of this Agreement, including but not limited to, hardware and software, shall be paid for by Company.

5. Termination of Contract: This Agreement may be terminated (a) within 30 days by the mutual written consent of the parties; (b) by the expiration of the term as set forth in Paragraph 2 herein; or (c) If either party breaches any material term in this Agreement and fails to remedy the breach within ten (10) days from the date of written demand to cure by the other party, the breaching party is in default. On Company's default, Consultant may by notice do any or all of the following: (i) declare any unpaid sums immediately due and payable, including any sums due and owing through the end of the Initial Term or any renewed term; (ii) suspend performance; or (iii) terminate this Agreement.

6. Confidential Information: All cards, tapes, disks, other media, processes, reports, and information of any nature that are made available by Company or that become available to Consultant by virtue of this Agreement, or the relationship created by this Agreement, shall be held in strict confidence by Consultant. The confidential disclosures that are made or confidential information that is made or becomes available to Consultant is made in reliance on this promise. Information will not be considered confidential: (a) to the extent that it is or becomes public knowledge through no fault or negligence of Consultant; (b) that is rightfully disclosed by some third party; or (c) that is already known to Consultant and has not been obtained in confidence from the other party prior to the date of this Agreement.

7. Warranty and Limitation Of Liability:

(a) Consultant warrants that its undertakings hereunder shall be performed in a professional and workmanlike manner and that it will provide the Services in accordance with this Agreement.

(b) Consultant shall not be held responsible for problems caused due to Company error. Company shall have in place an industry standard Best Practices Policy regarding, among others, internet use, email usage, and virus control. Due to the nature of personal computers and computers in general, Consultant does not warrant or guarantee any work after it has been performed. Once work is completed, Consultant shall demonstrate that the work is complete and functional.

(c) OTHER THAN PARAGRAPH 7(a), NO OTHER WARRANTIES ARE EXPRESSED OR IMPLIED, BY CONSULTANT, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



Digital Synergy Consulting, Inc. Erate Agreement

8. **Indemnification:** Consultant and Company shall each indemnify, defend and hold harmless the other from and against any third party claims for loss, damage, expense (Including attorney's fees) liability and claims for death or personal injury or physical damage to property caused by the negligent acts or omissions of the other party, its employees, agents or subcontractors.

9. **Subcontracting:** Consultant may subcontract any of the services to be performed hereunder to any individual or company as Consultant may deem appropriate.

10. **Non Solicitation of Employees:** Company shall not induce or attempt to cause any employee of the Consultant to leave said employment with Consultant or to hire any of Consultant's employees for any period that this Agreement is in effect and for a period of two (2) years following the termination of this Agreement. As damages are hard to determine for a breach of this section, the parties agree that a liquidated damage of Sixty Thousand Dollars (\$60,000.00), equal to six (6) months compensation for the employee solicited, shall be paid to Consultant.

11. **Arbitration of Disputes:** Any dispute or claim in law or equity arising out of this Agreement shall be decided by neutral binding arbitration in accordance with the rules of the American Arbitration Association and not by a court action except as provided by California law for judicial review of arbitration proceedings. All parties waive expressly their right to a Jury Trial with regard to any claim in law or equity arising out of this Agreement. Judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The parties shall have the right to discovery in accordance with Code of Civil Procedure Section 1283.05.

12. **Attorney's Fees:** In any action or proceeding brought by one Party against another party to enforce or interpret any provision of this Agreement, or any action or proceeding brought by one Party against another Party in which any provision hereof is validly asserted as a defense by one Party against another Party, the prevailing Party shall be entitled to recover its actual attorneys' fees.

13. **DAMAGES:** IN NO EVENT CONSULTANT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES FOR LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF GOODWILL OR BUSINESS REPUTATION, BUSINESS INTERRUPTION, LOSS OF DATA, OR LOSS OF BUSINESS INFORMATION) ARISING OUT OF OR CONNECTED IN ANY WAY WITH THIS AGREEMENT OR THE SERVICES, OR FOR ANY CLAIM BY ANY THIRD PARTY (INCLUDING FOR INTELLECTUAL PROPERTY INFRINGEMENT), EVEN IF CONSULTANT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF CONSULTANT TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL NOT EXCEED THE TOTAL SERVICE FEES PAID BY YOU TO CONSULTANT IN THE THREE MONTHS PRIOR TO THE EVENT CAUSING LIABILITY.

14. **Notices:** Any notice required or permitted to be given under this Agreement shall be deemed properly given at the time it is personally delivered or mailed, properly addressed and postpaid, to the addresses set forth above.

15. **Amendment:** This Agreement shall not be amended except in writing and signed by both parties hereto.

16. **Successors:** Each and all of the provisions hereof shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors, and permitted assigns. "Successor" shall include any person or persons who, directly, or indirectly, whether in a single transaction or a series of transactions, acquires more than fifty percent (50%) of the assets or equity of a party hereto.

17. **Choice of Law:** This Agreement shall be governed by and construed under the laws of the State of California.

18. **Entire Agreement:** This Agreement represents the entire agreement of the parties hereto and supersedes and extinguishes any prior written or oral agreements or understanding, including any proposal, quotation or estimate.

19. **Severability:** Should any provision of this Agreement be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect as if this Agreement had been executed without the invalid or unenforceable provisions.



Digital Synergy Consulting, Inc. E-rate Agreement

20. **Authority:** Each person executing this Agreement represents that they have the Authority to bind their respective company to the terms and conditions herein and that there is no law or conflicting Agreement that shall in any way restrict full performance of this Agreement.

Additional E-rate Specific agreement language

CONTRACT FOR SERVICES AND/OR PRODUCTS FOR E-RATE FUNDING YEAR 2020

This agreement is by and between the _____ School District/Library ("**The District**" or "**The Library**") and *Digital Synergy Consulting, Inc.* ("**Service Provider**") for the purchase of eligible equipment and services as described on the attachment to this letter as part of the E-Rate Year 2020-2021 effort. Service Provider was selected based on Service Provider's response to our RFP or on the basis of a qualifying Form 470. We intend to file a Funding Request Form 471 with the Universal Services Administrative Company (USAC), Schools and Libraries Division (SLD) E-Rate Program for eligible equipment and services based upon Service Provider's proposal.

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, 2021 and shall terminate on September 30, 2024 for non-recurring services. This contract can be renewed for two additional 1year 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 fiscal year ending September 30, 2022 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. Service Provider holds a valid Service Provider Identification Number (SPIN) and is not "Red-Light Status" with the FCC.
- B. These services may depend on partial funding from the E-rate program.
- C. The District expects Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- D. Contract may be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- E. The maximum percentage the District 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.
- F. No E-rate USAC billing can take place before July 1, 2021. If District elects to take delivery after April 1, 2021 but prior to Receipt of a Funding Commitment Decision letter then District is liable for all amounts and agrees to pay progress payments and invoice USAC via the Billed Entity Application for Reimbursement (Form 472)
- G. No installation work can take place before April 1, 2021.
- H. In the event of questions during the E-Rate audit process, Service Provider is expected to reply within 3 days to questions associated with their proposal.
- I. 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 District
- J. The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District.
- K. Service Provider will be responsible for procuring the discounted amount from the SLD unless District elects otherwise.
- L. In addition, District reserves the right to fund, or partially fund (proceed with project or purchase) or not to fund regardless of E-rate approval.
- M. It is understood that, subject to state and local law, this contract is for 3 years with 2 voluntary annual renewals (5 years)



Digital Synergy Consulting, Inc. Erate Agreement

- N. District agrees to promptly file Form 486 - Receipt of Service Confirmation upon receipt of a Funding Commitment Decision Letter.
- O. 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>
- P. District agrees to promptly respond to Service Certification requests. District agrees that a failure on its part to file a Service Certification in a timely manner will result in the loss of funding to the Service Provider and would therefore become liable for any unpaid amounts.
- Q. District agrees that progress payments based on percentage of completion and partial delivery of equipment are acceptable.
- R. A party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. This includes delay or inability to secure products, parts, materials, fuel, supplies, equipment or power at reasonable prices or in sufficient amounts through usual sources of supply due to government action. The non-performing party must make every reasonable attempt to minimize delay of performance. In the event *force majeure* continues longer than 120 days, either party may terminate the Agreement.

The _____ School District agrees to pay the contract amount of \$_____. See Attachment for the bill of materials.

Service Provider:

Digital Synergy Consulting, Inc.

SPIN: 143036385

Signature: _____

Printed Name: Ken Hagopian

Title: CEO

Date: _____

School District:

Billed Entity Number:

Signature: _____

Print Name: _____

Title: _____

Date: _____



EXHIBIT "A" SCHEDULE OF SERVICES

ON-SITE SERVICE:

Policy: It is the policy of Digital Synergy Consulting, Inc. to schedule appointments within one working days of service request.

Rates: All on-site service calls are invoiced as a one-hour minimum portal to portal. Parking expenses will be reimbursed.

OFF-SITE SERVICES: Off-site services are available both by telephone and remote access.

- **TELEPHONE SUPPORT SERVICE:** Telephone service is available to all clients.
 - **RATES:** All telephone services are invoiced in twenty-minute increments at the applicable rates.
 - **REMOTE SERVICE:** Remote service is available to clients that have remote access capabilities.
 - **RATES:** All remote services are invoiced in twenty-minute increments at the applicable rates.
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Service Definition:

IT Support services, BMIC, or MIBS, or single project pricing as requested on 470.

EMERGENCY SERVICES NOT INCLUDED IN SCHEDULE OF SERVICES

EMERGENCY SERVICES: On-site, remote, and telephone service is available for emergency services. Examples of emergencies include but are not limited to:

- Loss of access to server / Network failure / Wireless Failure
- **EMERGENCY SERVICE POLICY:** It is the policy of Digital Synergy Consulting, Inc. to respond to an emergency call via telephone within one hour. If the emergency persists, it is the policy of Digital Synergy Consulting, Inc. to dispatch a technician within four hours.
- **RATES:** All emergency calls are invoiced at the applicable "after hours/emergency rate." Current emergency rate is \$175 per hour.

