



Proposal

Presented to

Sandy Maynard
Chief Technology Officer

San Rafael City Schools

For

Telecommunications Consultation Services

Voice Over IP (VoIP) Project

May 18, 2018

Presented by

Schooley Mitchell

EXECUTIVE OVERVIEW

Project Objective

Whereas San Rafael City Schools ("Client") is located in San Rafael, California and has requested that HWC Consultants, LLC ("Consultant", a California LLC and independent licensee of Schooley Mitchell) issue a Request for Quote (RFQ) for a cloud-based Voice Over IP (VoIP) system for Laurel Dell and Venetia Valley Elementary Schools. A separate proposal will be prepared for a district-wide VoIP project, upon request. The parties hereby agree as follows (the "Agreement"):

Consultant will help Client obtain the optimum VoIP system, with a one-year lease, to meet Client's specific project needs at the best price. Consultant will evaluate cloud-based VoIP solutions. Based on the discussions to date, Consultant is providing a two-phased proposal.

Phase One includes:

- Preparing the Request for Quote (RFQ) based on Client provided Needs Analysis/Requirements and including the following specific requirements:
 - Selected service provider will port Client's existing phone numbers
 - Client specified paging features
 - Ease of use for both system and phone features
 - A complete turn-key solution: installation, cabling, training, warranty, etc.
 - Provisions protecting Client's interest
- Work with client to select service providers to send RFQ
- Requesting and Accepting bids from service providers
- Performing a bid analysis
- Discuss a recommendation to Client
- Assisting Client with contract negotiations

Phase Two is **optional** project management which includes:

- Preparing a transition plan outlining steps to implement the new cloud-based VoIP system
- Assisting with the integration of the existing Meraki Local Area Network (LAN) with the new VoIP solution – working with Client's facilities personnel and the new VoIP service provider
- Overseeing the new VoIP service provider's installation, test and turn-up, and training

This proposal includes an outline of the process and fee for these services.

What Consultant Will Bring to Client – Unique Value-Add

- Over 30 years of telecommunications industry expertise to solicit proposals from reputable service providers
- Able to circulate Client's RFQ to broader competitive marketplace due to established relationships
- Knowing the fair market prices of VoIP technology and protecting Client from paying more than it should
- Worked on Client's behalf in the past negotiating with Comcast to increase its Internet bandwidth – service provider was overcharging Client
- Working on an expedited timeline to assist Client with meeting an installation timeline of August 1, 2018

- Assisting Client with service provider contract negotiations – proven record in gaining higher value and reducing cost

Consultant works *only* for Client, as an independent, unbiased, expert. Consultant derives no revenues from any equipment vendor, manufacturer, or service provider. Consultant does not act as a re-seller or as an agent for any of these parties. Consultant's sole focus is to provide recommendations and services that are strictly in the best interest of its clients.

PHASE ONE – RFQ, BID REVIEW AND RECOMMENDATION

The RFQ will be created based on the Needs Analysis/Requirements prepared by Client. Consultant will circulate and solicit proposals from its established network of VoIP service providers. This list of service providers is consistently updated to include new competitors, track mergers, identify technological advantages and keep apprised of current pricing incentives. After Consultant receives the RFQ responses, these will be reviewed and compiled. The proposals received from the vendors will be analyzed and incorporated into Consultant's recommendation.

Consultant will assist Client with service provider contract negotiations. Through past negotiations experience Consultant can identify areas for price reductions or automatic inclusion. Due to Consultant's relationship with service providers, these negotiations often take place as the service providers are finalizing their proposals. This offloads the Client and drives to a more expeditious final contract.

PHASE TWO - PROJECT MANAGEMENT (OPTIONAL)

Consultant will provide **optional** project management for the installation of the VoIP system. This includes overseeing the completion of a successful turn-up and test of the VoIP system. It also includes a transition plan that explains the process of implementing the new service. As a part of the transition, Consultant will work with the Client's facilities personnel and the new service provider to integrate the existing LAN (Meraki) with the new VoIP solution.

Consultant's Project Management services are centered on an initial Scope of Work, which is designed to provide feedback to the Client at a high level to ensure that the core requirements and objectives of the assignment are clearly understood.

FEES

Fee

Consultant's fee for Phase One is outlined below in the Fee Table.

Any additional consultation time required, other than the services listed herein, will be according to Change Orders and will be discussed with Client before proceeding. Change Orders will be billed according to Consultant's hourly rate of \$225 per hour.

Fees Table

Phase One	
Prepare the RFQ & solicit bidders - including the following specific requirements: <ul style="list-style-type: none"> • Service provider porting Client's existing phone numbers • Client specified paging features • Ease of use for both system and phone features • A complete turn-key solution: installation, cabling, training, warranty, etc. • Provisions protecting Client's interest 	
Review RFQ responses, present findings and make recommendation	
Assisting Client with contract negotiations with the selected service provider	
Fee for Phase One	\$5,000

Phase Two - Optional	
Provide project management for installation of new VoIP equipment	
Hours for Phase Two	TBD
Fees for Phase Two	\$225 per hour

TERMS

1. By signing below, Client accepts the terms of this proposal (the "Agreement") as its binding obligation.
2. All services will be provided by HWC Consultants, LLC ("Consultant"), a California LLC and independent licensee of Schooley Mitchell.
3. Client will provide Consultant access to any necessary information, including personnel interviews, architectural plans, network topology maps, systems diagrams, contract information, equipment records, telecommunications invoices, and operational information including operating procedures, and any other related information during the term of this agreement as required.
4. Consultant shall hold all records and information submitted for review by Client in the strictest confidence.
5. All recommendations, actions and suggestions made by Consultant are subject to Client, approval. No action shall be undertaken without the prior consent of Client.
6. Additional consultation will be available upon request by Client for special projects, including new applications, facility moves, company consolidations, etc. Change Orders will be processed by Consultant and discussed with Client before proceeding.
7. Sandy Maynard will be the main contact and internal project manager for this engagement and will be available to discuss the project and related issues, provide insight into operations, and provide direction to the research and communications relevant to the project.

8. Consultant's role in this project will be as advisor, not decision-maker. This project does not include any operational performance claims, as the actual results are entirely within the control and discretion of Client, the implementation partners, and service providers selected, following careful review and due diligence by Client.
9. Any uncommon expenses such as unusual travel or courier costs, etc. will be billed back directly to Client. Expenses of this nature are not expected.
10. Client will make payment to Consultant within 30 days of receipt of a detailed invoice for services completed. All invoices will be electronic invoices unless Client requests paper invoices.
11. Client shall hold all recommendations, actions and suggestions submitted by Consultant for Client's consideration in strictest confidence.
12. This Agreement will remain in effect until all services have been completed and all fees have been paid to Consultant.
13. Consultant may use Client's name and logo in connection with any marketing initiatives it undertakes. Client may revoke this permission at any time.
14. No amendment to this Agreement will be effective unless it is in writing signed by both parties. The maximum aggregate liability of either party under this Agreement to the other party, whether such claim is in contract, tort, or otherwise, shall in no event exceed the fees paid by Client to Consultant in the 12 months prior to the act incurring such liability. This Agreement shall be construed in accordance with the laws of the State of California without regard to its principles of conflict of laws, and any suits by one party against the other shall exclusively be brought in the courts located in San Francisco, California. This Agreement is binding on and inures to the benefit of the parties and their successors and assigns. This Agreement constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

(Signature Page Follows)

The parties hereto have executed this Agreement as of the date first written above. The following individuals are valid and authorized agents for each party and their signatures represent a binding agreement to perform the duties identified. This Agreement may be executed in counterparts, which together shall be deemed one and the same instrument.

San Rafael City Schools ("Client")

HWC Consultants, LLC ("Consultant")

Name: Sandy Maynard
Title: Chief Technology Officer
Date:

Name: Greg Lowry
Title: Managing Director
Date: