

Jay McSweeney - RE: Puyallup School District Follow-up 2009 Entity 145268

From: "Squire, Heather" <HSQUIRE@sl.universalservice.org>
To: McSweeJ@puyallup.k12.wa.us
Date: 8/4/2009 07:07
Subject: RE: Puyallup School District Follow-up 2009 Entity 145268

Good Morning Mr. McSweeney,

Your request for an extension until 8/10/09 is granted.

Thank you,
Heather

Heather Squire

Selective Reviewer

USAC, Schools and Libraries Division

100 S. Jefferson Road

Whippany, NJ 07981

Phone: 973-581-5095

Fax: 973-599-6515

hsquire@sl.universalservice.org

From: Jay McSweeney [mailto:McSweeJ@puyallup.k12.wa.us]
Sent: Monday, August 03, 2009 7:06 PM
To: Squire, Heather
Cc: Chris Tillman
Subject: Re: Puyallup School District Follow-up 2009 Entity 145268
Importance: High

Heather,
Per our phone conversation on 7/29/2009, we are formally requesting an extension till August 10th to reply to this request for additional information.

Thank you,

JAY A. McSWEENEY
Director of Information Technology

PUYALLUP SCHOOL DISTRICT | Information Technology Center
1501 39th Ave SW | Puyallup, WA 98373-3801
Phone: 253-841-8710 | Fax: 253-841-8680 | Web: <http://www.puyallup.k12.wa.us>

 **Think before you print**

>>> "Squire, Heather" <HSQUIRE@sl.universalservice.org> 07/27/2009 06:08 >>>
Good Morning Mr. McSweeney,

Please see the attached.

Thank you,
Heather
Heather Squire
Selective Reviewer
USAC, Schools and Libraries Division
100 S. Jefferson Road
Whippany, NJ 07981
Phone: 973-581-5095
Fax: 973-599-6515
hsquire@sl.universalservice.org

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4/29/09	Clock Hours: 6.5	Credits Offered: none	More Info...	
Edit Class	PAEOP Tech Series: Exploring Word Formatting Features		Register Now	
4/23/09	Clock Hours: 1.5	Credits Offered: none	More Info...	
Edit Class	Digital Photography Frameworks and Curriculum		Register Now	
4/21/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Tech: An Evening With Discovery Education Streaming		Register Now	
4/20/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI Refresher		Register Now	
4/8/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	RIGHT RESPONSE Workshops		Register Now	
4/7/09 - 5/6/09	Clock Hours: 17	Credits Offered: none	More Info...	
Edit Class	CPI ASD Refresher		Register To Waitlist	
3/24/09	Clock Hours: 4	Credits Offered: none	More Info...	Class Full
Edit Class	Tech- SMART Institute 2: Lesson Design			Class Closed
3/23/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Ridgecrest Only Tech Training		Register Now	
3/23/09 - 4/22/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI- Crisis Prevention Intervention		Register Now	

ATTACHMENT ONE TO THE PARTICIPATING ADDENDUM BETWEEN PUYALLUP SCHOOL DSTRCT AND QWEST

EDUCATIONAL TRANSPORT SERVICES AND LOCATIONS (07/01/2007-06/30/2012)

- A. DS1 = WA56017
- B. DS3 = WA56018
- C. OC3 = WA56019
- D. OC12 = WA56020
- E. OC24 = WA56021
- F. OC48 = WA56026

School District	BTN/CKL1	BTN/CKL2	Service/Us	SERVICE/US	CONNECTION	PORT/SPEED	BANDWIDTH	SERVICE TERM	NEW AQCB	MRC PER EACH
					10/100 MBPS		IF APPLICABLE	MONTHS	CONTRACT #	
					OR 1000 MBPS				07/2007- 06/30/2012	
PUYALLUP SCHOOL DSTRCT	206T0236	58017	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T0336	02136	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T0337	88137	PRIVATE	DS1						\$11.41
PUYALLUP SCHOOL DSTRCT	206T0337	88137	PRIVATE	DS1						\$59.09
PUYALLUP SCHOOL DSTRCT	206T0337	88137	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T0348	00138	PRIVATE	DS1						\$59.09
PUYALLUP SCHOOL DSTRCT	206T0348	00138	PRIVATE	DS1						\$11.41
PUYALLUP SCHOOL DSTRCT	206T0348	00138	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T0348	01139	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T0348	01139	PRIVATE	DS1						\$8.15
PUYALLUP SCHOOL DSTRCT	206T0348	01139	PRIVATE	DS1						\$59.09
PUYALLUP SCHOOL DSTRCT	206T0348	02140	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T0349	83142	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T0352	93143	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T3107	08144	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T4220	55766	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T6230	61815	PRIVATE	DS1						\$87.98
PUYALLUP SCHOOL DSTRCT	206T7198	44258	PRIVATE	DS1						\$87.98

3/16/09 - 3/18/09	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	Tech- SMART without a SMART Board		Register Now	
3/12/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Inspirational Tech Training		Class Closed	
3/4/09	Clock Hours: 2	Credits Offered: none	More Info...	
Edit Class	Tech- SMART Institute 1: Using Your SMART Board		Register Now	
3/3/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Tech-SMART Institute 2: Lesson Design		Register Now	
2/26/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Tech-Get SMART without a SMART Board!		Register Now	
2/12/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	"SMART" Tech Training		Class Closed	
2/11/09	Clock Hours: 2	Credits Offered: none	More Info...	
Edit Class	Tech-Digital Media Projects 2 & 3: Working with Images / Visual Tools		Register Now	
2/10/09 - 2/17/09	Clock Hours: 4	Credits Offered: none	More Info...	
Edit Class	CPI Refresher		Register Now	
2/10/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	ELL for Parents - I		Register Now	

2/9/09 - 3/25/09	Clock Hours: 18	Credits Offered: none	More Info...	
Edit Class	CPI- Crisis Prevention Intervention		Register Now	
2/3/09 - 2/5/09	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	Tech-SMART Institute 1: Using Your SMART Board		Register Now	
2/2/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Tech-SMART Institute 2: Lesson Design		Register Now	
1/26/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Tech-Get SMART without a SMART Board!		Register Now	
1/22/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Invitation Only Shaw Road Tech Training		Register Now	
1/21/09 - 4/8/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Tech-Digital Media Projects 1: Using PSD Resources to Enhance Instruction		Register Now	Class Closed
1/15/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI ASD Refresher		Register Now	
1/14/09	Clock Hours: 4	Credits Offered: none	More Info...	
Edit Class	CPI- Crisis Prevention Intervention		Register Now	
1/13/09 - 1/15/09	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	Tech-SMART Institute 1: Using Your SMART Board		Register Now	

1/12/09	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Principal's Day			Class Closed
1/7/09	Clock Hours: 2	Credits Offered: none	More Info...	
Edit Class	IFAS HR/PY Boot Camp			Register Now
1/6/09 - 1/9/09	Clock Hours: 32	Credits Offered: none	More Info...	
Edit Class	SMART Science for Hunt Elementary			Register Now
12/11/08 - 2/19/09	Clock Hours: 5	Credits Offered: none	More Info...	
Edit Class	Tech-SMART Institute 2: Lesson Resources			Register Now
12/10/08	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI- Crisis Prevention Intervention			Register Now
12/2/08 - 12/4/08	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	CPI Refresher Autism Spectrum Disorders			Register Now
12/1/08	Clock Hours: 4	Credits Offered: none	More Info...	
Edit Class	Tech-Digital Photography: Practice and Projects			Register Now
11/25/08 - 12/2/08	Clock Hours: 6	Credits Offered: none	More Info...	
Edit Class	7th Grade Social Studies CBA Resource and Training			Register Now
11/25/08	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Tech-Get SMART without a SMART Board!			Register Now
11/24/08	Clock Hours: 3	Credits Offered: none	More Info...	

Edit Class	Tech-SMART Institute 1: Using Your SMART Board	Renew Registration
11/19/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Tech-Digital Media Projects: Using PSD Resources to Enhance Instruction	Register Now
11/17/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	MEM-11/17/08-Assistive Tech	Register Now
11/17/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Tech-SMART Institute 2: Lesson Resources	Register Now
11/12/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Tech-Get SMART Without a SMART Board!	Register To Waitlist
11/10/08	Clock Hours: 3 Credits Offered: none More Info...	Class Full
Edit Class	CPI - Crisis Prevention Intervention	Register Now
11/10/08 - 11/12/08	Clock Hours: 8 Credits Offered: none More Info...	
Edit Class	Tech-Kidspiration 3: An Introduction	Class Closed
11/4/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	CPI Refresher	Register Now
11/4/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Sign Language I	Register Now
11/4/08 - 12/16/08	Clock Hours: 10.5 Credits Offered: none More Info...	

Edit Class	Edgerton/Pope CPI Refresher	Register Now
10/29/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Poetry Outloud Professional Development	Register Now
10/28/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Tech-SMART Institute 2: Lesson Resources	Register Now
10/27/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Tech-Discovery Ed streaming: Multimedia in the Classroom	Register Now
10/20/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Edgerton/Pope CPI Basic Class	Register Now
10/20/08 - 10/21/08	Clock Hours: 8 Credits Offered: none More Info...	
Edit Class	Tech-SMART Institute 1: Using Your SMART Board	Register Now
10/16/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Collection of Evidence Collaboration	Class Closed
10/16/08 - 6/4/09	Clock Hours: 18 Credits Offered: none More Info...	
Edit Class	Tech-SMART Institute 1: Using Your SMART Board	Register Now
10/14/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Tech-New Teacher Laptop Training	Register To Waitlist
10/1/08 - 10/6/08	Clock Hours: 3.5 Credits Offered: none More Info...	Class Full

Edit Class	Tech: SMART Institute 1: Using Your SMART Board	Register Now
9/29/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	New Teacher Academy: Technology Make Up Session for Elementary staff	Register Now
8/29/08	Clock Hours: 7 Credits Offered: none More Info...	
Edit Class	New Teacher Academy: Technology Make Up Session for Elementary staff	Class Closed
8/29/08	Clock Hours: 7 Credits Offered: none More Info...	
Edit Class	New Teacher Academy: Technology Makeup session for secondary staff	Register Now
8/29/08	Clock Hours: 7 Credits Offered: none More Info...	
Edit Class	PSS Supp #2 AM Break Out-Option #1 Asst Tech August 2008	Class Closed
8/28/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	PSS Supp #3 AM Break Out-Option #1 August 2008	Register Now
8/28/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Aylen Technology Training #3	Register Now
8/28/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	PSS Supp #2 AM Break Out-Option #1 Asst Tech August 2008	Register Now
8/27/08	Clock Hours: 3 Credits Offered: none More Info...	

Edit Class	Ayer's August LID/Supplemental Days 2008	Register Now
8/25/08 - 8/27/08	Clock Hours: 20 Credits Offered: none	More Info...
Edit Class	Science By Design/Junior High Technology Training Day	Register Now
8/22/08	Clock Hours: 7.5 Credits Offered: none	More Info...
Edit Class	CPI- Crisis Prevention Intervention	Register Now
8/22/08	Clock Hours: 8 Credits Offered: none	More Info...
Edit Class	Smart Board Training	Class Closed
8/20/08 - 8/21/08	Clock Hours: 6 Credits Offered: none	More Info...
Edit Class	GV Smart Board Training	Register Now
8/20/08 - 8/21/08	Clock Hours: 6 Credits Offered: none	More Info...
Edit Class	Invitation Only: SMART Institute	Register To Waitlist
8/18/08	Clock Hours: 6 Credits Offered: none	More Info... Class Full
Edit Class	New Teacher Academy Technology Training 2008	Class Closed
8/14/08	Clock Hours: 7 Credits Offered: none	More Info...
Edit Class	New Teacher Academy 2008	Register Now
8/14/08 - 8/18/08	Clock Hours: 17.5 Credits Offered: none	More Info...
Edit Class	Improving Literacy With the Reading Advantage Program	Register Now
6/18/08	Clock Hours: 7.5 Credits Offered: none	More Info...

Edit Class	SMART 6: SMART Lessons Sharing	Class Closed
6/6/08	Clock Hours: 0 Credits Offered: none	More Info...
Edit Class	SMART 5: SMART Lessons and the Attachments Tab	Register Now
5/15/08	Clock Hours: 0 Credits Offered: none	More Info...
Edit Class	CPI- Crisis Prevention Intervention Basic Class	Register Now
5/12/08 - 5/14/08	Clock Hours: 8 Credits Offered: none	More Info...
Edit Class	SMART 5: SMART Lessons and the Attachments Tab	Register Now
5/8/08	Clock Hours: 0 Credits Offered: none	More Info...
Edit Class	SMART 5: SMART Lessons and the Attachments Tab	Register Now
5/7/08	Clock Hours: 0 Credits Offered: none	More Info...
Edit Class	CPI- Crisis Prevention Intervention Basic Class	Register Now
4/22/08 - 4/24/08	Clock Hours: 8 Credits Offered: none	More Info...
Edit Class	CPI Emerald Ridge	Register Now
4/16/08 - 4/21/08	Clock Hours: 8 Credits Offered: none	More Info...
Edit Class	Encarta Premium & Encarta Kids 2006	Register Now
4/9/08	Clock Hours: 0 Credits Offered: none	More Info...
Edit Class	Encarta Premium & Encarta Kids 2006	Register Now
4/7/08	Clock Hours: 0 Credits Offered: none	More Info...

Edit Class	CPI- Crisis Prevention Intervention Basic Class	Register Now
3/25/08 - 3/27/08	Clock Hours: 8 Credits Offered: none More Info...	
Edit Class	SMART 4: Working with My Content	Register Now
3/21/08	Clock Hours: 0 Credits Offered: none More Info...	
Edit Class	Invitation Only SRS Team	Register Now
3/18/08 - 6/4/08	Clock Hours: 10 Credits Offered: none More Info...	
Edit Class	5th Grade Smart Math I	Register Now
3/17/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	SMART 4: Working with My Content	Register Now
3/10/08	Clock Hours: 0 Credits Offered: none More Info...	
Edit Class	SMART 4: Working with My Content	Register Now
3/6/08	Clock Hours: 0 Credits Offered: none More Info...	
Edit Class	CPI- Crisis Prevention Intervention	Class Closed
3/5/08 - 3/12/08	Clock Hours: 6 Credits Offered: none More Info...	
Edit Class	Smartboards for Science	Register Now
3/3/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Coaching in Complex Situations	Register Now
2/29/08	Clock Hours: 7 Credits Offered: none More Info...	
Edit Class	CTE Comm Tech Frameworks	Register Now
	Clock Hours: Credits Offered:	

2/26/08	7.5	none	More Info...	
Edit Class	SMART 3: Working with the Gallery		Register Now	
2/22/08	Clock Hours: 0	Credits Offered: none	More Info...	
Edit Class	CPI Crisis Prevention Intervention		Register Now	
2/11/08 - 2/13/08	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	SMART 3: Working with the Gallery		Register Now	
2/11/08	Clock Hours: 0	Credits Offered: none	More Info...	
Edit Class	CPI Crisis Prevention Intervention Basic Class		Register Now	
2/11/08 - 2/13/08	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	SMART 3: Working with the Gallery		Register Now	
2/6/08	Clock Hours: 0	Credits Offered: none	More Info...	
Edit Class	Inspiration for Grades 4-6: A Literacy Focus		Register To Waitlist	
2/5/08	Clock Hours: 3	Credits Offered: none	More Info...	Class Full
Edit Class	Playground Issues Class for Paraeducators		Register Now	
2/5/08	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	Kidspiration for 2nd & 3rd Grade: A Literacy Focus		Register To Waitlist	Class Full
1/31/08	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	SMART 2: Notebook Software and Tools		Register Now	
1/22/08	Clock Hours: 0	Credits Offered: none	More Info...	

Edit Class	Guest Teacher ICS Training	Register Now
1/16/08	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	LID #3 SLPs	Register Now
1/16/08 - 1/23/08	Clock Hours: 6 Credits Offered: none More Info...	
Edit Class	CPI Crisis Prevention Intervention	Register Now
1/15/08 - 1/17/08	Clock Hours: 8 Credits Offered: none More Info...	
Edit Class	SMART: 2: Notebook Software and Tools	Register Now
1/15/08	Clock Hours: 0 Credits Offered: none More Info...	
Edit Class	CPI - Refresher	Register Now
12/18/07	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	Discovering Your Strengths for PAEOP Members	Class Closed
11/14/07 - 12/5/07	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	CPI- Crisis Prevention Intervention REFRESHER	Register To Waitlist
11/13/07	Clock Hours: 3 Credits Offered: none More Info...	Class Full
Edit Class	CPI Crisis Prevention Intervention	Class Closed
11/13/07	Clock Hours: 3 Credits Offered: none More Info...	
Edit Class	CPI- Crisis Prevention Intervention	Register To Waitlist
11/5/07 - 11/7/07	Clock Hours: 8 Credits Offered: none More Info...	Class Full
Edit Class	ICS Training	Register Now

11/5/07	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CTE Science by Design Curriculum Development		Register Now	
11/1/07	Clock Hours: 6.5	Credits Offered: none	More Info...	
Edit Class	CPI- Crisis Prevention Intervention		Register Now	
10/29/07 - 10/30/07	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	CPI- Crisis Prevention Intervention REFRESHER		Register Now	
10/24/07	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	ICS Training		Register Now	
10/23/07	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CTE Science by Design Curriculum Development		Register Now	
10/15/07	Clock Hours: 7.5	Credits Offered: none	More Info...	
Edit Class	Guest Teacher ICS Training		Register Now	Class Closed
9/26/07	Clock Hours: 0	Credits Offered: none	More Info...	
Edit Class	World Language Dept Workshops		Register Now	
9/19/07 - 5/21/08	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	Topics in Education at Maplewood 2007-08		Register Now	
9/19/07 - 6/11/08	Clock Hours: 43	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Intervention Refresher		Register Now	
9/18/07	Clock Hours: 3	Credits Offered: none	More Info...	

Edit Class	CPI - Crisis Prevention Intervention Refresher	Register Now
9/17/07 - 9/19/07	Clock Hours: 8 Credits Offered: none More Info...	
Edit Class	Guest Teacher ICS Training	Register To Waitlist
9/4/07	Clock Hours: 3 Credits Offered: none More Info...	Class Full
Edit Class	Guest Teacher ICS Training	Register To Waitlist
9/4/07	Clock Hours: 3 Credits Offered: none More Info...	Class Full
Edit Class	Kalles 181st Day Nuts and Bolts	Register Now
9/4/07	Clock Hours: 3.5 Credits Offered: none More Info...	
Edit Class	Edgerton Supplemental Days	Register Now
8/29/07 - 8/30/07	Clock Hours: 15 Credits Offered: none More Info...	
Edit Class	CTE Science by Design Curriculum Development	Register Now
8/24/07	Clock Hours: 7.5 Credits Offered: none More Info...	
Edit Class	Photography II Curriculum Update	Register Now
8/21/07 - 8/23/07	Clock Hours: 12 Credits Offered: none More Info...	
Edit Class	Qwizdom Skills	Register Now
6/26/07	Clock Hours: 8 Credits Offered: none More Info...	
Edit Class	SMART Board Tools for Teachers	Register To Waitlist
6/5/07	Clock Hours: 3 Credits Offered: none More Info...	Class Full
Edit Class	Math Tech Tools	Register Now
	Clock Hours: Credits Offered:	

5/22/07	5	none	More Info...	
Edit Class	CPI - Crisis Prevention Institute		Register Now	
5/16/07	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	SMART Board Tools for Teachers		Register Now	
5/15/07	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Institute		Register Now	
5/14/07 - 5/21/07	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	Rhino 3D		Register Now	
4/18/07 - 4/25/07	Clock Hours: 4	Credits Offered: none	More Info...	
Edit Class	SMART Board Tools for Teachers		Register Now	
3/27/07	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Institute		Register Now	
3/13/07	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Institute		Register To Waitlist	
3/6/07 - 3/7/07	Clock Hours: 8	Credits Offered: none	More Info...	Class Full
Edit Class	Weather - Initial Kit Use		Register Now	
2/23/07	Clock Hours: 6	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Institute		Register Now	
2/13/07	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Intervention Refresher		Register Now	

2/6/07 - 2/7/07	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Intervention Refresher		Register Now	
1/9/07 - 1/11/07	Clock Hours: 8	Credits Offered: none	More Info...	
Edit Class	Spinning 2006-07 Staff Development Work		Register Now	
8/29/06 - 6/13/07	Clock Hours: 60	Credits Offered: none	More Info...	
Edit Class	Kidspiration for 2nd & 3rd Grade: A Literacy Focus		Register Now	
12/31/69	Clock Hours: 3	Credits Offered: none	More Info...	
Edit Class	CPI - Crisis Prevention Intervention Basic Class		Class Closed	
12/31/69	Clock Hours:	Credits Offered: none	More Info...	
Edit Class	Kidspiration for 2nd & 3rd Grade: A Literacy Focus		Class Closed	
12/31/69	Clock Hours: 3	Credits Offered: none	More Info...	



SELECTIVE REVIEW INFORMATION REQUEST (SRIR) FUNDING YEAR 2009			
CASE # SR-2009-145268			
To:	Jay McSweeney	From:	Heather Squire
Your Phone Number:	253-841-8750	My Phone Number:	973-581-5095
Your Fax Number:	253-841-8680	My Fax Number:	973-599-6515
Entity Name:	PUYALLUP SCHOOL DISTRICT 3	My E-Mail Address:	hsquire@sl.universalservice.org
Today's Date:	6/9/2009	Total Pages:	12
PLEASE RESPOND BY:	7/17/2009		
Form 471 Application Number(s):	676787, 688179		
PLEASE CALL TO CONFIRM THAT THIS DOCUMENT HAS BEEN RECEIVED IN ITS ENTIRETY.			

It is important that we receive all of the information requested within 30 calendar days from the date of this document so that USAC may complete the review of your funding request(s). USAC urges you to carefully review your response before returning it to ensure that you have provided complete responses to all questions. Finally, note that USAC is unable to grant multiple or lengthy extensions to respond to this request for information.

**(Part I) Competitive bidding and vendor selection processes, and
(Part II) Information to support the certifications you made on FCC Form 471**

Who can respond to this request for information?

This document requests information that must be provided by the applicant or by the applicant's authorized representative.

How to respond

Please send your responses to the questions outlined on the following pages to:

Via Fax:	Via Expedited Mail:	Via email:
Heather Squire PIA Selective Review 973-599-6515(fax)	Heather Squire SLD 100 S. Jefferson Road Whippany, NJ 07981	hsquire@sl.universalservice.org

Thank you for your assistance as we work to assure the integrity of the Schools and Libraries Universal Service Support Mechanism. It is important that we receive all of the information requested within 30 calendar days. *A checklist of the items requested in this document is included on page 2.* If you have any questions regarding this or these worksheets, please contact the reviewer at the phone number or email address listed above.

Selective Review Information Request Checklist

Please complete and return with your responses
On the first page of each document you provide write the corresponding FRN.

Item #	Items to be returned to the E-Rate Reviewer	Document(s) Title & Corresponding FRN	Status												
1	Item 25 Worksheet Summary (page 3)		<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
2	Signed & dated contracts and/or other agreements with service providers related to the Form(s) 471	"Wide Area Network Leasing and Services Agreement" FRN: 1885674	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
3	Request For Proposal (RFP) Please specify: Release date: 1 / 8 / 2009 Due date: 2 / 5 / 2009	"Request for Proposal for High Bandwidth Intra-District Metropolitan Area Network (MAN)" FRN: 1885674	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
4	All bid responses received for all Priority I & Priority II funding requests. If no bids were received for any FRN, please indicate so in writing. It may be helpful to include a chart as indicated below: <table border="1" data-bbox="228 625 777 1102"> <thead> <tr> <th>Appl #</th> <th>FRN #</th> <th>#of bids received</th> <th>Vendor selected</th> </tr> </thead> <tbody> <tr> <td>688179</td> <td>1885674</td> <td>3</td> <td>Unite Private Networks</td> </tr> <tr> <td>676787</td> <td>1869618 1869508 1866394 1869714 1869905 1869974 1870044 1870126 1870140 1870214</td> <td>N/A</td> <td>Qwest Verizon Nextel</td> </tr> </tbody> </table>	Appl #	FRN #	#of bids received	Vendor selected	688179	1885674	3	Unite Private Networks	676787	1869618 1869508 1866394 1869714 1869905 1869974 1870044 1870126 1870140 1870214	N/A	Qwest Verizon Nextel	688179 <ol style="list-style-type: none"> "Unite Private Networks Bid Response" FRN: 1885674 "E-Man Networks Bid Response" FRN: 1885674 "Qwest Communications Response for High Bandwidth Intra-District Network" FRN: 1885674 676787 "Puyallup School District Services Summary" FRN: See left Pre-existing contracts and month to month	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
Appl #	FRN #	#of bids received	Vendor selected												
688179	1885674	3	Unite Private Networks												
676787	1869618 1869508 1866394 1869714 1869905 1869974 1870044 1870126 1870140 1870214	N/A	Qwest Verizon Nextel												
5	Vendor selection process description (created during the bidding process)	<ol style="list-style-type: none"> Hired independent Consultant to Evaluate and Recommend a Vendor. This vendor was NOT used to plan, implement or support our E-rate request. Report: "Stoops Consulting, Inc.; RFP Response Reviews" FRN: 1885674 Bid evaluation matrix 	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
6	Was a consultant used relating to the planning, implementation and support of your E-Rate funding requests? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, provide a signed and dated Consultant Agreement(s) or Letter of Agency	Consultant used for application 676787 for FRN: 1869618,1869508,1866394,1869714, 1869905,1869974,1870044. Letter of agency from OneTel dated 3/19/09 enclosed as Item 6.	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
7	Correspondence between the consultant/service provider and the school/library regarding the competitive bidding process and the application process	Enclosed as Item 7	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												
8	Organizational Structure, such as organizational flow chart, reporting structure, etc.	Enclosed as Item 8	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A												

9	Resource Plan and E-Rate Implementation Description (page 7)	<p>In 2004, the District voters passed a \$198.5 million bond which included \$14.08 million for technology improvements and upgrades. With these funds, we provided over 50 24-unit mobile laptop carts for the district, more than 1500 laptops for teachers, more than 400 student computers; upgraded 78 servers and 600 ethernet switches, added a LCD projector and document camera to every classroom, and upgraded several major enterprise systems district-wide.</p> <p>One area that was not included was to increase the internet bandwidth to each school from 1.5Mbps or 3Mbps to fiber optic speeds. Due to the low bandwidth our students and teachers must share at each building, the technology we have purchased is not being fully taken advantage of and we now seek to optimize our investment in the technology by providing sufficient bandwidth to our students and staff.</p> <p>The state of Washington provided matching funds to the District for many of our construction projects that were paid for from this bond issue. This money is not relied on for actual construction, and therefore the District saved this money for potential future projects. The board of directors have approved the expenditure of some of the state matched funds to pay for the construction and lease of a fiber optic wide area network.</p> <p>This fiber optic network will bring 1000Mbps (1Gbps) of bandwidth to each school, accomplishing our goal of optimizing our previous \$14.08m investment, and providing viable internet access to all students and staff on an equitable basis.</p> <p>We have not applied for matching funds or grants from other sources.</p> <p>We have indicated \$0 dollars in sections V-B and VI-B for 2008 and 2009; these are contributions/in-kind donations for retrofitting and maintenance. The District does not use donations for retrofitting and maintenance as a general rule. We do our own or hire out these services.</p>	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
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Puyallup School District

Dr. Tony Apostle, Superintendent

DATE: August 10, 2009

TO: Heather Squire
Schools and Libraries Division
Universal Service Administrative Company
100 S. Jefferson Rd.
Whippany, NJ 07981

SUBJECT: Response to follow-up for Selective Review, Case SR-2009-BEN #145268

Dear Ms. Squire,

Per your previous approval via e-mail of our deadline extension request to August 10, 2009, we are responding herewith to your follow-up inquiry:

Professional Development:

USAC has requested the Puyallup School District provide a summary of the resources and strategies we have for technology professional development; and to address the questions of 1) do we have a training staff; 2) who provides the training; 3) who receives the training and what are they trained on; 4) is a train-the-trainer model used; and finally: 5) are there education service agencies that provide training?

The Puyallup School District utilizes a technology professional development model which includes both train-the-trainer components as well as individual classes for teachers, counselors, librarians, secretaries, other professional educators, and administrators.

The organizational structure for our Technology department includes an overall Director of Information Technology (myself) and a Director of Education Technology. The Director of Education Technology oversees the establishment of education technology standards, in collaboration with the Assistant Superintendent for Student Learning. As classroom technology standards are adopted and integrated into the curriculum, the professional development needs related to instructional technology are planned, and appropriate classes are developed, approved and scheduled by one of up to 6 instructional technology facilitators. In addition, as new technology becomes available and is ready to be introduced into the classroom, classes are also developed to train staff for these cases.

Over the past 5 years, the District has had from 2 to 6 dedicated instructional technology facilitators who were full time teachers on special assignment, depending on the need for any particular school year. We also often use several of our teachers as trainers on evenings and weekends on an hourly basis that provide technology instruction to other staff. In many cases, we have provided classes on various topics to a core group of teachers who are early adopters, or

Information Technology Center

1501 39th Avenue Southwest, Puyallup, Washington 98373
Telephone: (253) 841-8789 FAX: (253) 841-8680

10	<p>Technology Plan Support Request for FY 2009 (page 7) Indicate Technology Plan creation date here: Mo. 5 /day 14 /year 2007 Indicate time period your technology plan covers: Mo. 7 /day 1 /year 2007 through Mo. 6 /day 30 /year 2010</p>	<p>We will be updating our technology plan for the period 7/1/2010 through 6/30/2013 during the 2009-2010 school year.</p>	<p><input checked="" type="checkbox"/> Enclosed</p>
11	<p>Budget Information (page 7) (Approved operating budget or alternative budget documentation for FY 2009) Please check which you have provided: <input type="checkbox"/> Final and Approved budget for 2009-2010 <input checked="" type="checkbox"/> Letter and Budget Alternatives</p>	<p>Letter and budget documents enclosed as Item 11</p>	<p><input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Final and Approved budget for 2009-2010 <input checked="" type="checkbox"/> Letter and Budget Alternatives</p>
12	<p>Selective Review Certification (page 8) (Include signature, title and dated.)</p>		<p><input checked="" type="checkbox"/> Enclosed</p>

Item 25 WORKSHEET SUMMARY:
Complete and return to Schools and Libraries Division (see pages 5-7 for instructions)

Item 25 Worksheet Summary	Funding Year 2008(07/01/08– 06/30/09)	Funding Year 2009 (07/01/09–06/30/10)	
Section I: Connectivity(see page 5)			
I-A. Commitment Amount Requested			
• Telecom	1	\$3,443,783.50	
• Internet Access	2	\$3,329.79	
• Basic Maintenance of Internal Connections	3	\$0.00	
• Internal Connections	4	\$0.00	
TOTAL		\$3,447,113.29	
I-B. Form 471 Applicant's Share			
• Telecom	5	\$3,584,346.10	
• Internet Access	6	\$3,465.69	
• Basic Maintenance of Internal Connections	7	\$0.00	
• Internal Connections	8	\$0.00	
TOTAL		\$3,587,811.79	
I-C. Amounts not covered by E-Rate			
• Telecom	9	\$ 84,000	
• Internet Access	10	\$ 0	
• Basic Maintenance of Internal Connections	11	\$ 0	
• Internal Connections	12	\$ 0	
Section II: Hardware (see page 5-6)			
II-A. Number of Computers Connected	13a. 7,100	13b. 250	
II-B. Number of Servers Connected	14a. 158	14b. 12	
II-C. Number of Data/Voice Drops Installed	15a. 17,000	15b. 600	
II-D. Applicant Expenditure	16a. \$ 233,336	16b. \$ 385,000	
II-E. Contribution / In-Kind Donations	17a. \$ 23,600	17b. \$ 20,000	
Section III: Professional Development (see page 6)			
III-A. Staff Training Hours (since 2006) (Total 100%): 0-4 Hrs. <u>42</u> % 5-14 Hrs. <u>24</u> % 15-24 Hrs. <u>23</u> % 25-49 Hrs. <u>10</u> % 50+ Hrs. <u>1</u> %			
III-B. Applicant Expenditure	20a. \$ 140,515	20b. \$ 137,220	
III-C. Contribution / In-Kind Donations	21a. \$ 0	21b. \$ 0	
Section IV: Software (see page 6)			
IV-A. Applicant Expenditure	23a. \$ 192,500	23b. \$ 271,000	
IV-B. Contribution / In-Kind Donations	24a. \$ 5,684	24b. \$ 4,900	
Section V: Retrofitting (see page 6)			
V-A. Applicant Expenditure	26a. \$ 18,120	26b. \$ 89,000	
V-B. Contribution / In-Kind Donations	27a. \$ 0	27b. \$ 0	
Section VI: Maintenance (see page 6)			
VI-A. Applicant Expenditure	29a. \$ 532,000	29b. \$ 575,000	
VI-B. Contribution / In-Kind Donations	30a. \$ 0	30b. \$ 0	
Section VII: Technology Implementation Level (Enter Number of schools/libraries at each level from worksheet)			
Level 1 current: 0	Level 2 current: 0	Level 3 current: 0	Level 4 current: 33
Level 1 by 6/30/10: 0	Level 2 by 6/30/10: 0	Level 3 by 6/30/10: 0	Level 4 by 6/30/10: 32 (one school closing)

For Consortium applicants choosing to provide a response on a disaggregated basis:

Block 4 Entity Name: _____ Entity Number: _____

Item 25 Worksheet Summary page: _____ of _____

Selective Review Overview

We are requesting and will be examining information for ALL Form(s) 471 listed on the cover page of this document that were filed by the billed entity for the 2009-2010 funding year (Funding Year 2009). Please notify us if you have any additional Form(s) 471 for your Billed Entity number that we have not listed. Also, please include any applications that may have been filed under a different entity number, if that entity belongs to the Billed Entity (e.g., elementary schools within a School District that file their own applications in addition to the applications filed on their behalf by the School District or a Consortium. This review will include all of those applications as well).

It is important that you identify these additional applications at this time. Failure to do so may delay or jeopardize funding commitments and/or post-commitment disbursements. In addition, it may also result in future adjustments to any funding commitments that you may receive from us, or other action. We will continue the PIA review of applications for the Billed Entity, but be advised that no new funding commitments or payments for existing funding commitments for 2009-2010 funding year applications for this Billed Entity will be processed until this review is complete.

This document is a quick tool to guide you with your Selective Review responses. **For complete instructions and further information regarding the Selective Review process, USAC recommends** you refer to

<http://www.usac.org/sl/applicants/step08/undergo-selective-review>.

Special note to Consortium applicants: You have an option to provide us with the information requested below for the overall Consortium, or on a disaggregated basis with information pertaining to each individual entity listed on the Form(s) 471 Block 4 Worksheet C.

Please contact the Selective Review team if you need further assistance in responding to this request on a disaggregated basis or you may refer to <http://www.usac.org/sl/applicants/step08/undergo-selective-review/> for additional information.

Part I: Information Regarding your Competitive Bidding and Vendor Selection Process

For each of the following items we have outlined the requested documentation you will need to supply. **Please provide the information by funding request number (FRN) unless otherwise indicated.** In the event that a document (e.g., contract, RFP, bid response, etc.) applies to multiple FRNs, simply indicate on the first page of the document which FRN(s) is supported by the document. If for any reason you do not have any of the documentation requested below, you **MUST provide a complete explanation for why it is missing.**

1) CONTRACTS AND/OR OTHER AGREEMENTS

Signed and dated copies of any and all agreements related to each of the Form 471 funding request(s), including any and all contracts, agreements, Statements of Work, etc. (**NOTE: COPIES OF STATE MASTER CONTRACTS ARE NOT REQUIRED IF YOU HAVE ALREADY SENT A COPY OF YOUR STATE MASTER CONTRACT. TELL YOUR REVIEWER THE TYPE OF DOCUMENT PROVIDED AND FORM 471 NUMBER, OR IF YOUR STATE MASTER CONTRACT IS LOCATED ON A WEBSITE, PLEASE PROVIDE US WITH THE WEBSITE URL.**)

2) REQUESTS FOR PROPOSAL (RFP)

Copies of any and all requests for proposals (RFPs), invitations to bid, requests for bids, or other documentation of bid requests for services and/or products requested, or other solicitations in any way associated with the applicant's funding request(s) and/or the selection of the service provider(s) that appear(s) on the applicant's funding request(s). Be sure to include any and all amendments made to the original RFP. All RFPs should indicate when they were first made available to service providers, i.e., release and posting date as well as the due date for which bids must be submitted. . If you issued any addendums to the RFP, please provide a copy of that addendum.

3) BID RESPONSES

Indicate the number of bids/proposals received for all funding requests and provide complete copies of any and all proposals, bid responses, etc., received in response to the Form 470, and/or any RFP, or other solicitation in any way associated with the applicant's funding request and/or with the selection of the service provider that appears on the applicant's funding requests. This information should be provided for all funding requests including tariff, month-to-month and contracted services.

4) VENDOR SELECTION PROCESS

Please provide your bid evaluation matrix that was used to select your vendor. Include all bids that you received and any other bid documentation such as attendance sheets, correspondences to and from the bidding vendor and a description of your bid evaluation process. This information should be provided for all funding requests including tariff, month-to-month and contracted services.

For additional information regarding this section, please visit <http://www.universalservice.org/sl/applicants/step04/construct-evaluation.aspx>

5) CONSULTING AGREEMENTS

Please indicate if a consultant was used for the planning, implementation, and support of your E-Rate funding request(s) and provide a signed and dated copy of any consulting agreement (s) or Letters of Agency. If a consultant was not used, please indicate as such.

6) CORRESPONDENCE

Provide a copy of all correspondence between your entity and any service providers or consultants regarding the competitive bidding process and the application process.

7) ORGANIZATIONAL STRUCTURE

If your organization functions in multiple capacities, such as consultant, service provider, and/or applicant, provide a copy of your organizational flow charts or budget clearly identifying your business functionality and reporting structure in the organization.

If there is any other documentation that would be helpful to us in our review to ensure that you complied with the Commission's rules requiring a fair and open competitive bidding process, please provide that as well.

Part II: Information Regarding Your Item 25 Certification

To ensure that E-Rate funds are allocated appropriately, and in accordance with FCC Orders, each applicant is required to certify in Item 25 of the Form(s) 471 that: *"The school(s) or library(ies) I represent have secured access to all the resources, including computers, training, software, maintenance, and electrical connections necessary to make effective use of the services purchased as well as to pay the discounted charges for eligible services."*

1) Item 25 Worksheet Summary Instructions: (for complete instructions, please go to: <http://www.usac.org/sl/applicants/step08/undergo-selective-review>)

This part of the review is based on your ability to pay the non-discounted portion of the funding that you requested on your Form(s) 471. **Remember that the funds for your share of the E-Rate cannot come directly or indirectly from your service provider.**

Section I. Connectivity I-A, I-B, I-C.

We combined the commitment amounts that you requested on your Form(s) 471, Block 5, Item 23k by service category (e.g., telecommunications, Internet access, internal connections, basic maintenance). We placed those sums next to the respective service category(ies). Please verify that these are the correct sums of the funding request amounts.

If you have determined a discrepancy due to:

- Funding Year 2009 Form(s) 471 contains duplication to account for Funding Year 2008 funding uncertainties; and/or
- You have identified additional Form (s) 471 not listed on the cover page of this document:

- (1) make necessary adjustments to Subsections I-A and I-B to accurately reflect all Form(s) 471 filed by your billed entity,
- (2) initial it, and
- (3) in a separate attachment explain the adjustment when you return the worksheet.

Sections II through VI:

Hardware, Professional Development, Software, Retrofitting and Maintenance

You will be asked for investment amounts in these areas for the prior Funding Year 2008 (July 1, 2008 through June 30, 2009) and also for the investment that coincides with Funding Year 2009 (July 1, 2009 through June 30, 2010). It is not initially necessary to document your estimates. However, in the event of a future audit, or depending on the results of our analysis, you may be asked to provide additional documentation to clarify or substantiate your estimates.

Section II: Hardware

	As of Today		As of June 30, 2010
Section II-A, 13a	Number of computers connected to the Internet	Section II-A, 13b	Number of computers to be connected to the Internet
Section II-B, 14a	Enter the number of servers connected to your network	Section II-B, 14b	Enter the number of servers scheduled to be connected to your network
Section II-C, 15a	Enter the number of data and/or voice drops that are currently installed	Section II-C, 15b	Enter the number of data and/or voice drops that are scheduled to be installed
	Funding Year 2008		Funding Year 2009
Section II-D, 16a	Estimate your total expenditures for hardware	Section II-D, 16b	Estimate your total expenditures for hardware
Section II-E, 17a	The value of in-kind hardware donations received	Section II-E, 17a	The value of in-kind hardware donations received

Section III: Professional Development

Professional Development, which is not eligible for E-Rate discounts, is necessary to ensure that you are prepared to make effective use of purchased services. Professional development should provide for ongoing and sustained training for not just the technical staff, but teachers or librarians as well.

Sections IV - VI: Software, Retrofitting, and Maintenance

- **Applicant Expenditure Lines:** Enter your estimate of the value of your E-Rate non-eligible expenditure for software, retrofitting, maintenance for Funding Year 2008 ("a" column) and anticipated expenditures in Funding Year 2009 ("b" column).
- **Contribution/In-Kind Lines:** Enter your estimate of the value of any in-kind contributions/donation or pro-bono work for software, retrofitting, maintenance for Funding Year 2008 ("a" column) and anticipated contributions/donations Funding Year 2009 ("b" column).
- If you indicate zero dollars spent in any of the Software, Retrofitting or Maintenance categories, please provide a brief explanation in Resource Plan and E-Rate Implementation Description regarding why you entered this amount.

Section VII: Technology Implementation Level Worksheet

- In column (A), list the number of schools or libraries that currently fall into the technology levels described below.
- In column (B), indicate where you anticipate your schools/libraries to be, as a result of the technology requests you made on your Funding Year 2009 Form(s) 471.

If you are responding on behalf of a consortium, a school district or a library system that has schools or libraries (outlets/branches) at different levels, please list the number of sites that are at each level.

Please list the <i>number</i> of schools and libraries that <i>will</i> be at each level <i>after</i> the requested service are installed. Each school should be listed once (i.e. if ABC School will be in Level 4, no need to list it in Level 1).		(B) After 2009-2010 E-Rate products/services are installed number of Schools/Libraries
Level 1	Phone Service, and Single Point Internet Access	0 Enter the above number in "Level 1 by 6/30/10:" on the Item 25 Worksheet.
Level 2	Phone Service and multiple computers connected directly to the	0

	Internet in a networked lab or single location in a single library.	Enter the above number in "Level 2 by 6/30/10:" on the Item 25 Worksheet.
Level 3	Phone Service and direct Internet connection on building LAN with some classrooms networked or distributed centers in a library.	0
		Enter the above number in "Level 3 by 6/30/10:" on the Item 25 Worksheet.
Level 4	Phone Service, and direct Internet connection on building LAN with access from all classrooms or library centers.	32
		Enter the above number in "Level 4 by 6/30/10:" on the Item 25 Worksheet.

Resource Plan and E-Rate Implementation Description: (Submit a Narrative)

Describe your overall strategy for implementing your E-Rate requests this year, including any significant investment in technology prior to Funding Year 2009. Please note if you have applied for matching funds or grants from other sources that have not been approved. Include all information about resources that you have available to make effective use of E-Rate funding. Give us an overall picture of what you are trying to accomplish so that we can better understand how the requested services will work in conjunction with the resources you have identified throughout this document.

If you have indicated zero dollars in Sections IV - VI: Software, Retrofitting, and Maintenance on the Item 25 worksheet, please explain or provide details as to why no investments are being made in those categories; (i.e., explain what retrofitting work has already occurred, what software you have on hand, if any maintenance contracts are still in place).

TECHNOLOGY PLAN

- Provide a copy of the written technology plan that covers Funding Year 2009 (July 1, 2009 through June 30, 2010) that supports and validates the services requested on your applications for Funding Year 2009, and that was in place at the time you filed your Form(s) 470 for FY 2009.
- Please indicate who created the technology plan and/or assisted you with its development (e.g. the School District, a consultant, an ESA, etc.) the time period the technology plan covers and who approved or will approve the plan.

Your technology plan helps us better understand the resources that are available to support the funding requests that you have submitted on your Form(s) 471.

OPERATING BUDGET

Final, Approved Operating Budget:

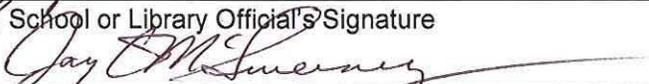
Provide an approved 2009-2010 operating or facilities budget, including total revenues and expenses (covering Funding Year 2009: July 1, 2009 – June 30, 2010) that documents your expenditures and ability to pay your share of the purchased products/services. **(YOU MUST INDICATE THE EXPENSE LINE(S) FROM WHICH YOUR E-RATE SHARE WILL BE PAID.)** If you provide a final approved budget, we may verify that budget with independent sources. Please indicate on the budget whether or not it is final and approved.

Alternatives to a Final, Approved Operating Budget:

If a final, approved budget is not available or is still in the approval process, we will accept certain alternative documentation, please go to: <http://www.usac.org/sl/applicants/step08/undergo-selective-review> for further details.

Selective Review Information Request Completion Certification

Complete and return the enclosed Certification to the Schools and Libraries Division (SLD). If the applicant's authorized representative completed the information in this document, please *attach a copy of the letter of agency or other agreement* between the applicant and consultant authorizing them to act on the school or library's behalf. For the purposes of this form, in the Employer's Name field, a consultant should enter the name of his or her consulting firm. Please note that if an authorized representative signs this form, a signer of school or library official is also required in the space provided below.

SECTION 1: AUTHORIZED SIGNER INFORMATION		
Name of Authorized Signer Jay A. McSweeney	Title Director of Information Technology	
Email Address jmcsweeney@puyallup.k12.wa.us	Telephone Office: 253-841-8750 Fax :253-841-8680	
Authorized Signer's Employer's Name Puyallup School District 3		
Employer's Street Address 1501 39 th AVE SW, Puyallup	State WA	Zip Code 98373
SECTION 2: APPLICANT INFORMATION		
Billed Entity Name PUYALLUP SCHOOL DISTRICT 3	Billed Entity Number 145268	
Funding Year 2009 Forms 471 Application Numbers: 676787, 688179		
SECTION 3: CERTIFICATION STATEMENTS		
<ul style="list-style-type: none"> ▫ I certify that I prepared the responses in this document on behalf of the above named entity. ▫ I certify that despite any budget deficits, fund-raising effort shortfalls, or other uncertainties we expect to be able to finance this budget. 		
Authorized Signer's Signature 	Date 7/15/2009	
Authorized School or Library Official's Signature 	Date 7/15/2009	
Title of Authorized School or Library Official Director of Information Technology		

The FCC's Fifth Report and Order (FCC 04-190) released on August 13, 2004, sets out document retention requirements for program participants. Failure to comply with these requirements will put your funding at risk.

APPENDIX C

FRN: 1885674

FCC Form

Approval by OMB
3060-0806

470

Schools and Libraries Universal Service Description of Services Requested and Certification Form

Estimated Average Burden Hours Per Response: 4.0 hours

This form is designed to help you describe the eligible telecommunications-related services you seek so that this data can be posted on the Fund Administrator website and interested service providers can identify you as a potential customer and compete to serve you.

Please read instructions before beginning this application.

(To be completed by entity that will negotiate with providers.)

Block 1: Applicant Address and Identifications

Form 470 Application Number: 200460000719663

Applicant's Form Identifier: WAN09-10

Application Status: CERTIFIED

Posting Date: 01/07/2009

Allowable Contract Date: 02/04/2009

Certification Received Date: 01/07/2009

1. Name of Applicant:

PUYALLUP SCHOOL DISTRICT 3

2. Funding Year:

07/01/2009 - 06/30/2010

3. Your Entity Number

145268

4a. Applicant's Street Address, P.O.Box, or Route Number

1501 39TH AVENUE SW

City

PUYALLUP

State

WA

Zip Code

98373

b. Telephone number

(253) 841- 8570

c. Fax number

(253) 841- 8680

5. Type Of Applicant

- Individual School (individual public or non-public school)
- School District (LEA;public or non-public[e.g., diocesan] local district representing multiple schools)
- Library (including library system, library outlet/branch or library consortium as defined under LSTA)
- Consortium (intermediate service agencies, states, state networks, special consortia of schools and/or libraries)

6a. Contact Person's Name: Jay A. McSweeney

First, if the Contact Person's Street Address is the same as in **Item 4** above, check this box. If not, please complete the entries for the Street Address below.

6b. Street Address, P.O.Box, or Route Number
 1501 39TH AVENUE SW

City

PUYALLUP

State

WA

Zip Code

98373

Check the box next to your preferred mode of contact and provide your contact information. One box **MUST** be checked and an entry provided.

- 6c. Telephone Number** (253) 841- 8750
- 6d. Fax Number** (253) 841- 8680
- 6e. E-mail Address** jmcsweeney@puyallup.k12.wa.us

Block 2: Summary Description of Needs or Services Requested

7 This Form 470 describes (check all that apply):

- a. Tariffed or month-to-month services to be provided without a written contract. A new Form 470 must be filed for non-contracted tariffed or month-to-month services for each funding year.
- b. Services for which a new written contract is sought for the funding year in Item 2.
Check if you are seeking a multi-year contract and/or a contract featuring voluntary extensions
- c. A multi-year contract signed on or before 7/10/97 but for which no Form 470 has been filed in a previous funding year.

NOTE: Services that are covered by a signed, written contract executed pursuant to posting of a Form 470 in a previous funding year OR a contract signed on/before 7/10/97 and previously reported on a Form 470 as an existing contract do NOT require filing of a new Form 470.

What kinds of service are you seeking: Telecommunications Services, Internet Access, Internal Connections Other than Basic Maintenance, or Basic Maintenance of Internal Connections? Refer to the Eligible Services List at www.sl.universalservice.org for examples. Check the relevant category or categories (8, 9, 10 and/or 11 below), and answer the questions in each category you select.

8 Telecommunications Services

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

- a. **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at tinyurl.com/8ahv2c or via (check one):
 the Contact Person in Item 6 or the contact listed in Item 12.

- b. **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Telecommunications Services you seek. Specify each service or function (e.g., local voice service) and quantity and/or capacity (e.g., 20 existing lines plus 10 new ones). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

- c. **Check this box if you prefer discounts on your bill.** **Check this box if you prefer reimbursement after paying your bill in full.** **Check this box if you do not have a preference.**

Service or Function:

WAN Optical Ethernet

Quantity and/or Capacity:

36 Connections 100-1000 Mbps

9 Internet Access

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have

more “tech savvy” than the average teacher, and in a train-the-trainer model, they go back to their individual schools and provide additional training to staff in their own buildings.

Appendix A shows a sample listing of technology professional development we have offered over the last two years. This listing is limited to the last two years, since the system we developed to track this training has only been active that long. Also, only the classes that were eligible for clock hours were in this system. As discussed above, there has also been a substantial amount of train-the-trainer professional development going on that has not been formally documented in our tracking system. It is estimated that the listing at *Appendix A* represents only about 1/3 of all our technology professional development training accomplished over the past 5-6 years.

Finally, the local Education Service District No.121 also provides numerous technology classes that teachers in our District may attend, and many of these classes are focused on integrating technology into the curriculum. Many district staff members take advantage of the various offerings from ESD 121 throughout the year.

Retrofitting:

USAC states our investment in retrofitting appears relatively low compared to the level of network resources we are requesting. We have requested funds to install a fiber optic WAN, not to install internal connections in our buildings. This by definition means that the vast majority of the construction/installation is between buildings, not within them. By comparison to many school districts, we have done very little retrofitting in our buildings after 1998 since most every classroom in the district was wired and our major networking projects were completed between 1993 and 1997. All major rework of building wiring since 1998 was done during remodels of approximately 8 schools, and construction of 5 new schools after 1998.

In addition, the following points illustrate additional or expanded reasons why our estimated retrofitting amount in the Selective Review Information Request (Instructions and Worksheet) Section V, block 26b at \$89,000 appears low compared to our funding request:

1. All buildings are already completely wired for LAN connections; this was done for existing buildings between 1993-1997
2. Every building in the district has 100% low-speed connectivity through existing T-1 lines, or in 4 cases, through RF or commercial fiber optic connections through QWest to a central switching site. All these low-speed connections will be replaced by our high-speed fiber optic installation, but a very minimal amount of site work is necessary to accomplish this.
 - a. Said another way, the infrastructure is in place at each of our 36 sites, but they have “dirt roads” between each building (T-1 Lines). Our Fiber Optic project will put “8-lane superhighways” to connect all our buildings, but there will be no infrastructure changes within each building that require anything more than miniscule retrofitting at the building’s cable entrance facility.
3. No significant retrofitting is necessary to add fiber optic network connections to any of our existing sites, other than preparing the entrance holes (entrance facilities) in a building if none exist.
 - a. In most cases, our buildings have existing entrance facilities or conduits already in place for previous existing telecommunications, and the fiber optic connections

and RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internet Access Services you seek. Specify each **service or function** (e.g., monthly Internet service) and quantity and/or capacity (e.g., for 500 users). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c **Check this box if you prefer discounts on your bill.**

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

10 Internal Connections Other than Basic Maintenance

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Internal Connections Services you seek. Specify each **service or function** (e.g., a router, hub and cabling) and quantity and/or capacity (e.g., connecting 1 classroom of 30 students). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c **Check this box if you prefer discounts on your bill.**

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

11 Basic Maintenance of Internal Connections

Do you have a Request for Proposal (RFP) that specifies the services you are seeking ? If you check YES, your RFP must be available to all interested bidders for at least 28 days. If you check YES and your RFP is not available to all interested bidders, or if you check NO and you have or intend to have and RFP, you risk denial of your funding requests.

a **YES**, I have released or intend to release an RFP for these services. It is available or will become available on the Web at or via (check one):

the Contact Person in Item 6 or the contact listed in Item 12.

b **NO**, I have not released and do not intend to release an RFP for these services.

Whether you check YES or NO, you must list below the Basic Maintenance Services you seek. Specify each **service or function** (e.g., basic maintenance of routers) and quantity and/or capacity (e.g., for 10 routers). See the Eligible Services List at www.sl.universalservice.org for examples of eligible Telecommunications services. Remember that only eligible telecommunications providers can provide these services under the universal service support mechanism. Attach additional lines if needed.

c **Check this box if you prefer discounts on your bill.**

Check this box if you prefer reimbursement after paying your bill in full.

Check this box if you do not have a preference.

12 (Optional) Please name the person on your staff or project who can provide additional technical details or answer specific questions from service providers about the services you are seeking. This need not be the contact person listed in Item 6 nor the Authorized Person who signs this form.

Name:

Title:

Telephone number

() -

Fax number

() -

E-mail Address

13a. Check this box if there are any restrictions imposed by state or local laws or regulations on how or when service providers may contact you or on other bidding procedures. Please describe below any such restrictions or procedures, and/or a Web address where they are posted and provide a contact name and telephone number.

Check this box if no state and local procurement/competitive bidding requirements apply to the procurement of services sought on this Form 470.

13b. If you have plans to purchase additional services in future years, or expect to seek new contracts for existing services, you may summarize below (including the likely timeframes). If you are requesting services for a funding year for which a Form 470 cannot yet be filed online, include that information here.

District intends to implement a high-speed MAN for WAN and Internet access beginning approximately Jul-Sep 2009. This will replace the existing and outdated T-1 WAN currently used for WAN communications. This will be a multi-year contract.

Block 3: Technology Resources

14. **Basic telephone service only:** If your application is for basic telephone service and voice mail only, check this box and skip to Item 16. Basic telephone service is defined as wireline or wireless single line voice service (local, cellular/PCS, and/or long distance) and mandatory fees associated with such service (e.g., federal and state taxes and universal service fees).

15. Although the following services and facilities are ineligible for support, they are usually necessary to make effective use of the eligible services requested in this application. Unless you indicated in Item 14 that your application is ONLY for basic telephone service, you must check at least one box in (a) through (e). You may provide details for purchases being sought.

a. Desktop software: Software required has been purchased; and/or is being sought.

b. Electrical systems: adequate electrical capacity is in place or has already been arranged; and/or upgrading for additional electrical capacity is being sought.

c. Computers: a sufficient quantity of computers has been purchased; and/or is being sought.

d. Computer hardware maintenance: adequate arrangements have been made; and/or are being sought.

e. Staff development: all staff have had an appropriate level of training /additional training has already been scheduled; and/or training is being sought.

f. Additional details: Use this space to provide additional details to help providers to identify the services you desire.

Block 4: Recipients of Service

16. Eligible Entities That Will Receive Services:

Check the ONE choice (Item 16a, 16b or 16c) that best describes this application and the eligible entities that will receive the services described in this application. You will then list in Item 17 the entity/entities that will pay the bills for these services.

a. **Individual school or single-site library.**

b. **Statewide application for (enter 2-letter state code) representing (check all that apply):**

- All public schools/districts in the state:
- All non-public schools in the state:
- All libraries in the state:

If your statewide application includes INELIGIBLE entities, check here. **If checked, complete Item 18.**

c. **School district, library system, or consortium application to serve multiple eligible entities:**

Number of eligible sites	35
<i>For these eligible sites, please provide the following</i>	
Area Codes (list each unique area code)	Prefixes associated with each area code (first 3 digits of phone number) separate with commas, leave no spaces
253	435, 548, 770, 840, 841, 845, 863
425	227

17. Billed Entities

17. Billed Entities: List the entity/entities that will be paying the bills directly to the provider for the services requested in this application. These are known as Billed Entities. At least one line of this item must be completed. If a Billed Entity cited on your Form 471 is not listed below, funding may be denied for the funding requests associated with this Form 470.

Entity	Entity Number
PUYALLUP SCHOOL DISTRICT 3	145268

18. Ineligible Participating Entities

List the names of any entity/entities here for whom services are requested that are not eligible for the Universal Service Program.

Ineligible Participating Entity	Area Code	Prefix

Block 5: Certification and Signature

19. **I certify that the applicant includes:(Check one or both.)**

a. schools under the statutory definitions of elementary and secondary schools found in the **No Child Left Behind Act of 2001, 20 U.S.C. Secs. 7081(18) and (38)**, that do not operate as for-profit businesses, and do not have endowments exceeding \$50 million; and/or

b. libraries or library consortia eligible for assistance from a State library administrative agency under the Library Services and Technology Act of 1996 that do not operate as for-profit businesses and whose budgets are completely separate from any school (including, but not limited to elementary and secondary schools, colleges and universities).

20. I certify that all of the individual schools, libraries, and library consortia receiving services under this application are covered by technology plans that are written, that cover all 12 months of the funding year, and that have been or will be approved by a state or other authorized body, an SLD-certified technology plan approver, prior to the commencement of service. The plans were written at the following level(s):

a. individual technology plans for using the services requested in the application, and/or

b. higher-level technology plans for using the services requested in the application, or

c. no technology plan needed; application requests basic local, cellular, PCS, and/or long distance telephone service and/or voice mail only

21. I certify that I will post my Form 470 and (if applicable) make my RFP available for at least 28 days before considering all bids received and selecting a service provider. I certify that all bids submitted will be carefully considered and the bid selected will be for the most cost-effective service or equipment offering, with price being the primary factor, and will be the most cost-effective means of meeting educational needs and technology plan goals. I certify that I will retain required documents for a period of at least five years after the last day of service delivered. I certify that I will retain all documents necessary to demonstrate compliance with the status and Commission rules regarding the application for, receipt of, and delivery of services receiving schools and libraries discounts. I acknowledge that I may be audited pursuant to participation in the schools and libraries program.

22. I certify that the services the applicant purchases at discounts provided by 47 U.S.C. Sec. 254 will be used solely for educational purposes and will not be sold, resold, or transferred in consideration for money or any other thing of value, except as permitted by the Commission's rules at 47 C.F.R. Sec. 54.500(k). Additionally, I certify that the entity or entities listed on this application have not received anything of value or a promise of anything of value, other than the services and equipment sought by means of this form, from the service provider, or any representative or agent thereof or any consultant in connection with this request for services.

23. I acknowledge that support under this support mechanism is conditional upon the school(s) and/or library(ies) I represent securing access, separately or through this program, to all of the resources, including computers, training, software, internal connections, maintenance, and electrical capacity necessary to use the services purchased effectively. I recognize that some of the aforementioned resources are not eligible for support.

24. I certify that I am authorized to order telecommunications and other supported services for the eligible entity (ies). I certify that I am authorized to submit this request on behalf of the eligible entity(ies) listed on this application, that I have examined this request, and to the best of my knowledge, information, and belief, all statements of fact contained herein are true.

25. I certify that I have reviewed all applicable state and local procurement/competitive bidding requirements and that I have complied with them. I acknowledge that persons willfully making false statements on this form can be punished by fine or forfeiture, under the Commissions Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

26. I acknowledge that FCC rules provide that persons who have been convicted of criminal violations or held civilly liable for certain acts arising from their participation in the schools and libraries support mechanism are subject to suspension and debarment from the program.

27. Signature of authorized person:

28. Date (mm/dd/yyyy): **01/07/2009**

29. Printed name of authorized person: **Jay A. McSweeney**

30. Title or position of authorized person: **Director of Information Technology**

31a. Address of authorized person: **1501 39th Ave SW**

City: **Puyallup** State: **WA** Zip: **98373-3801**

31b. Telephone number of authorized person: **(253) 841 - 8750**

31c. Fax number of authorized person: **(253) 8418680**

31d. E-mail address number of authorized person: **jmcsweeney@puyallup.k12.wa.us**

31e. Name of authorized person's employer: **Puyallup School District**

Service provider involvement with preparation or certification of a Form 470 can taint the competitive bidding process and result in the denial of funding requests. For more information, refer to the SLD web site at www.sl.universalservice.org or call the Client Service Bureau at 1-888-203-8100.

NOTICE: Section 54.504 of the Federal Communications Commission's rules requires all schools and libraries ordering services that are eligible for and seeking universal service discounts to file this Description of Services Requested and Certification Form (FCC Form 470) with the Universal Service Administrator. 47 C.F.R. § 54.504. The collection of information stems from the Commission's authority under Section 254 of the Communications Act of 1934, as amended. 47 U.S.C. § 254. The data in the report will be used to ensure that schools and libraries comply with the competitive bidding requirement contained in 47 C.F.R. § 54.504. All schools and libraries planning to order services eligible for universal service discounts must file this form themselves or as part of a consortium.

An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

The FCC is authorized under the Communications Act of 1934, as amended, to collect the information we request in this form. We will use the information you provide to determine whether approving this application is in the public interest. If we believe there may be a violation or a potential violation of any applicable statute, regulation, rule or order, your application may be referred to the Federal, state, or local agency responsible for investigating, prosecuting, enforcing, or implementing the statute, rule, regulation or order. In certain cases, the information in your application may be disclosed to the Department of Justice or a court or adjudicative body when (a) the FCC; or (b) any employee of the FCC; or (c) the United States Government is a party of a proceeding before the body or has an interest in the proceeding. In addition, information provided in or submitted with this form or in response to subsequent inquiries may also be subject to disclosure consistent with the Communications Act of 1934, FCC regulations, the Freedom of Information Act, 5 U.S.C. § 552, or other applicable law.

If you owe a past due debt to the federal government, the information you provide may also be disclosed to the Department of the Treasury Financial Management Service, other Federal agencies and/or your employer to offset your salary, IRS tax refund or other payments to collect that debt. The FCC may also provide the information to these agencies through the matching of computer records when authorized.

If you do not provide the information we request on the form, the FCC may delay processing of your application or may return your application without action.

The foregoing Notice is required by the Paperwork Reduction Act of 1995, Pub. L. No. 104-13, 44 U.S.C. § 3501, et seq.

Public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, completing, and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the reporting burden to the Federal Communications Commission, Performance Evaluation and Records Management, Washington, DC 20554.

Please submit this form to:

**SLD-Form 470
P.O. Box 7026
Lawrence, Kansas 66044-7026
1-888-203-8100**

For express delivery services or U.S. Postal Service, Return Receipt Requested, mail this form to:

**SLD Forms
ATTN: SLD Form 470
3833 Greenway Drive
Lawrence, Kansas 66046
1-888-203-8100**

FCC Form 470
November 2004

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Stoops Consulting, Inc.

RFP Response Reviews

RFP for High Bandwidth Intra-District
Metropolitan Area Network (MAN)



Mark D. Stoops
8/7/2009

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EXECUTIVE SUMMARY

The Puyallup School District is endeavoring to secure a District wide gigabit Ethernet MAN transported via a leased dark fiber network interconnecting all the Districts sites. The goal is to complete this network undertaking in the next 24 to 30 months making use of anticipated levy and Erate funding. The process began in 2007 with the development of a network feasibility study which was updated in 2008 to reflect some changes in the Districts infrastructure. After reviewing these studies a decision was made to lease rather than to outright construct a District owned fiber optic MAN. The first step in the lease process is to solicit bids from service providers. Those bids were solicited through an RFP issued by the District in January of 2009. The responses have been received and must now be reviewed.

REPORT PURPOSE

This report provides information from a review of the amended RFP and a review and scoring of the submitted responses. The RFP itself was reviewed from an independent perspective to identify and present issues for consideration and to develop a clear understanding of the document to help in the review of the responses.

On July 29, 2009 an error in the scoring matrix was identified. In some categories partial scores were applied where partial scores were not an option. The scoring matrix has been updated to rectify those items.

On August 7, 2009 it was noted the pricing from EMAN Networks used in scoring the RFP's was a modified price submitted on February 5, 2009. This modified price was solicited by Puyallup School District to address the lack of armored fiber pricing in the original EMAN Networks proposal. When they submitted the pricing clarification to address the armored fiber they also reflected a reduced base bid. To make a correct price comparison it is necessary to include the added cost of the armored cable to the original base bid. In the RFP pricing review the modified base bid amount from EMAN was considered which was an error. The RFP review has been revised to reflect the original EMAN base bid with the armored cable cost addition.

RFP SCORING CRITERIA

A numeric scoring table was created using the RFP scoring criteria included in the RFP as a base. Those criteria are noted in the following table.

Table 1 RFP Factor Weighting

Factor	Weight
Price	40%
Ability to provide networking solution that best meets the defined requirements and positions "District" for the future.	30%
Vendor's prior experience in providing K-12 network solutions	15%
Vendor's available technical support personnel and associated qualifications	10%
Proposal is detailed and complete	5%



- will simply use the existing entrance facilities
- b. In the unlikely case where new entrance facilities (such as a new weather head) need to be installed, the cost of this is minimal in comparison to the scope of this installation.
 - c. In the USAC definition of retrofitting, the following items will NOT be accomplished: adding air conditioning, upgrading wiring, building server closets, or knocking down walls. We anticipate the cost of any minor asbestos removal, or drilling through walls, or adding weather heads, mounting additional equipment racks, and supplying upgraded patch cables to be not more than \$89,000.
4. Using this \$89,000 figure, which we indicated in the Item 25 Worksheet, Section V, Block 26b, this means we have allotted approximately \$2,472 per site to accomplish any necessary retrofitting per the USAC definition and the narrative above.

RFP:

USAC has requested the District provide the date the RFP was released/posted. This date was 1/8/2009. The Selective Review Information Request (Instructions and Worksheet) dated 7/15/2009 provided a checklist page on page three upon which we indicated in checklist item #3 that our RFP was release/posted on 1/8/2009. Please see a copy of our Selective Review Information Request (Instructions and Worksheet) attached as **Appendix B**. In addition, you will note on the copy of the RFP previous provided to USAC (along with three addenda) that the cover page clearly indicates a release date of 1/8/2009. In our FCC Form 470 Application 200460000719663 (**Appendix C**), which was posted on the USAC web site on 1/7/2009, we indicated that the RFP was available at tinyurl.com/8ahv2c, where the digital copy of the RFP was posted by 3PM the following day, 1/8/2009. This URL translates to <http://www.puyallup.k12.wa.us/ourdistrict/departments/tech/fiber/> which would not fit in the online version of the FCC Form 470. (This link is now a dead link)

Bids:

USAC has requested copies all bids received for all funding requests including Telecommunications Services, Internet Access, and Internal Connections, including month-to-month and tariff services. Also, USAC has asked the District to provide the number of bids received for all funding requests.

The Puyallup School District did not receive any bids for any of the requested services on any of the funding requests **EXCEPT** for FRN 1885674. The Puyallup School District previously provided to USAC copies of all bid packages received for this FRN with our response to the previous Selective Review Information Request (Instructions and Worksheet) checklist (**Appendix B**) on page three, highlighted at checklist item #4, dated 7/15/2009. The bids were from eMAN Networks, QWest Communications Corporation, and Unite Private Networks, LLC, and were clearly marked with the 471 application number of 688179 and FRN 1885674.

Vendor Selection:

USAC has requested that if we received more than one bid for any of our requests that we provide the bid evaluation sheet which was created during the bid evaluation period that provides

Total 100%

The criteria from the RFP which were affected through the respondent's responses were included in the RFP scoring table within the appropriate "Factor" sections. The "weight" values for each Factor section were used as point values making up a 100 point scale.

REVIEW OF THE RESPONSES

The following discussion addresses those items from the review of the submitted RFP responses where the provided information was insufficient to allow for the full credit to be given to the response. The details results of the response reviews are included in Appendix A.

RESPONDING FIRMS

RFP responses were received from the following firms for review:

- ⊕ EMAN Networks
- ⊕ Qwest
- ⊕ United Private Networks

The following is a summary of the review of those responses. There were a number of short comings in all the responses however for the most part these were not of significance.

EMAN NETWORKS

The key item to note about the EMAN Networks proposal is that it did not speak to Section III Technical Specifications.

QWEST

The Qwest proposal was quite detailed and provided much information about the services they proposed. An item of significance is the proposal provided site specific details however these details are for a project in the Longview School District not the Puyallup School District. Also the Qwest proposal was the only one to have a completed "Signature Page"

UNITED PRIVATE NETWORKS

The United Private Networks response was the only one that did not include a SPIN number. The United Private Networks response was also the only one to include the summary pricing form with data on it.

SUMMARY FINDINGS FROM THE RESPONSE REVIEWS

The following table provides a summary of the numerical scoring of the responses.

Table 2 Response Scoring Summary

Response Section / Specific Criteria - Requirement	Possible Points	EMAN	Qwest	United Private Networks
Price	40	18.9	17.8	20
Ability to provide networking solution that best meets the defined requirements and positions the "District" for the future.	30	8.4	26.4	28.8
Vendor's prior experience in providing K-12 network solutions	15	15.0	15.0	15.0
Vendor's available technical support personnel and associated qualifications	10	10	10	7.5
Proposals is detailed and complete	5	2.5	4.6	3.9
Total	100	54.8	73.8	75.2

SUMMARY COST FINDINGS FROM THE RESPONSE REVIEWS

The following table provides a summary of the cost submittals from the responses.

Table 3 Response Pricing Comparison

MAN Proposal Cost Submittals	EMAN		Qwest		United Private Networks	
	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month
Annual Lease Rates						
6 Strand 10 year lease	\$280.8 k	\$23.4 k	\$1,202.6 k	\$100.2 k	\$280.5 k	Not provided
12 Strand 10 year lease	Not provided	Not provided	\$1,256.4 k	\$104.7 k	\$301.6 k	Not provided
24 Strand 10 year lease	Not provided	Not provided	Not provided	Not provided	Not provided	Not provided
Annual Lease Rates Per Site						
6 Strand 10 year lease	Not provided	Not provided	Not provided	Approx \$2.5 k	Not provided	Not provided
12 Strand 10 year lease	Not provided	Not provided	Not provided	Approx \$2.6 k	Not provided	Not provided
24 Strand 10 year lease	Not provided	Not provided	Not provided	Not provided	Not provided	Not provided
Upfront Capital Costs						
6 Strand 10 year lease	\$6,747.3 k		\$1,012.4 k		\$6,451 k	



MAN Proposal Cost Submittals	EMAN	Qwest	United Private Networks
12 Strand 10 year lease	Not provided	\$1,012.4 k	\$6,752 k
24 Strand 10 year lease	Not provided	Not provided	Not provided

The following table provides a cost comparison of the submitted pricing extended out to ten years.

Table 4 Summarized Submitted Cost Data

Vendor / Option	Non Recurring Cost	Monthly Lease Y1 - Y7	Monthly Lease Y7 - Y10	Yearly Lease Y1 - Y7	Yearly Lease Y8 - Y10	Total Cost after 10 years
EMAN						
6 Strand Option	\$ 6,747,307	\$ -	\$ -	\$ 280,800	\$ 190,080	\$ 9,283,147
12 Strand Option	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Qwest						
6 Strand Option	\$ 1,012,396	\$ 100,220	\$ 100,220	\$ 1,202,640	\$ 1,202,640	\$ 13,038,796
12 Strand Option	\$ 1,012,396	\$ 104,700	\$ 104,700	\$ 1,256,400	\$ 1,256,400	\$ 13,576,396
United Private Networks						
6 Strand Option	\$ 6,451,013	\$ -	\$ -	\$ 280,500	\$ 280,500	\$ 9,256,013
12 Strand Option	\$ 6,752,138	\$ -	\$ -	\$ -	\$ 301,898	\$ 7,657,832

RECOMMENDATION

Based on the technical content review and a comparison of the submitted pricing it is recommended that Puyallup School District enter into further project discussions and possible contract negotiations with United Private Networks

EMAN is a local entity and as such the District may entertain providing EMAN an opportunity to address their lack of response to the Technical Specifications. Had the EMAN proposal addressed the Technical Specifications there would have been much less difference in the overall numerical scores which may have resulted in a recommendation for the District to engage with them.





PROJECT DESCRIPTION

The Puyallup School District is endeavoring to secure a District wide gigabit Ethernet MAN transported via a leased dark fiber network interconnecting all the Districts sites. The goal is to complete this network undertaking in the next 24 to 30 months making use of anticipated levy and Erate funding. The process began in 2007 with the development of a network feasibility study which was updated in 2008 to reflect some changes in the Districts infrastructure. After reviewing these studies a decision was made to lease rather than to outright construct a District owned fiber optic MAN. The first step in the lease process is to solicit bids from service providers. Those bids were solicited through an RFP issued by the District in January of 2009. The responses have been received and must now be reviewed.

REPORT PURPOSE

This report provides information from a review of the amended RFP and a review and scoring of the submitted responses. The RFP itself was reviewed from an independent perspective to identify and present issues for consideration and to develop a clear understanding of the document to help in the review of the responses.

On July 29, 2009 an error in the scoring matrix was identified. In some categories partial scores were applied where partial scores were not an option. The scoring matrix has been updated to rectify those items.

On August 7, 2009 it was noted the pricing from EMAN Networks used in scoring the RFP's was a modified price submitted on February 5, 2009. This modified price was solicited by Puyallup School District to address the lack of armored fiber pricing in the original EMAN Networks proposal. When they submitted the pricing clarification to address the armored fiber they also reflected a reduced base bid. To make a correct price comparison it is necessary to include the added cost of the armored cable to the original base bid. In the RFP pricing review the modified base bid amount from EMAN was considered which was an error. The RFP review has been revised to reflect the original EMAN base bid with the armored cable cost addition.

A REVIEW OF THE RFP

Section 2.21.2 of the RFP speaks to the codes, standards, and ordinances the work shall conform to. This list does not mention the National Electrical Safety Code (NESC). While the National Electric Code (NEC) and the NESC have many similarities they are two separate codes and should both be included in the list. If the successful vendor is classified by the Authority Having Jurisdiction (AHJ) as a Utility Company the NESC will be the code applied. If the vendor is not classified as a Utility then the NEC may be the code applied.

The second bullet item under item 2.26.1.2 requires the vendor to provide test results in written and digital media. In most cases the test results are in a proprietary format and special software is required to review them. Having the hard copy results should suffice however the vendor should be required to provide the required test result reviewing software.



Section 2.26.1.3 speaks to the issue of Maintenance and Repair. In this section the vendor is required to provide time frames related to their "response". While it is essential to require a timely response the more important time frame is the actual time to repair. During contract negotiations a specific time frame from receipt to clear should be agreed to. As written in the RFP the vendor will be in compliance so long as they call the District and note they have responded to the case of trouble within the 2 or 4 hour interval (dependent on the time of the call). The vendor can at that point take any amount of time they desire to actually make the repair so long as they notify the District when they have completed the repair.

Item b in the second paragraph of Section 2.28.2 requires the vendor to have representatives located within a "reasonable" drive time of the District. The term "reasonable" should be implicitly specified as some finite timeframe. The District might consider within 2 hours as reasonable while the vendor considers 8 to 12 hours as reasonable.

Item 1.18 in the Section III "Technical Specifications" requires the vendor to provide SMF-28 fiber optic cable. SMF-28 optical fiber is an older single mode fiber that has an inherent problem referred to in the industry as having a water block. Newer single mode fiber has been developed that is "Zero Water Peak" meaning that the cable is capable of supporting dense wave division multiplexing. The reference to SMF-28 should be replaced by "Zero Water Peak" single mode fiber. This will provide a significantly more robust fiber network for the District.

The following presents discussion of findings in a section by section format based on a review of the RFP and it's three addendums. These findings will be useful as background information for future RFP efforts. None of the findings were significant enough to warrant a recommendation of re-starting the RFP process for this project.

RFP SCORING CRITERIA

The RFP was analyzed and it was determined there were some items in the RFP that will be covered with the contract Terms and Conditions the successful vendor will be required to accept. These items were considered as having equal weight for each respondent and as such were not included in the numeric scoring of the responses. The numeric scoring table was created using the RFP scoring criteria included in the RFP as a base. Those criteria are noted in the following table.

Table 5 RFP Factor Weighting

Factor	Weight
Price	40%
Ability to provide networking solution that best meets the defined requirements and positions "District" for the future.	30%
Vendor's prior experience in providing K-12 network solutions	15%
Vendor's available technical support personnel and associated qualifications	10%
Proposal is detailed and complete	5%
Total	100%



The criteria from the RFP which were affected through the respondent's responses were included in the RFP scoring table within the appropriate "Factor" sections. The "weight" values for each Factor section were used as point values making up a 100 point scale. Each criterion received equal weight within its "Factor" section. For example there are 18 criteria items that fall within the Price Factor section. The Price Factor section carries a total of 40 points therefore each of the 18 criteria has an individual weight of 40 divided by 18 or 2.22 points.

REVIEW OF THE RESPONSES

The following discussion addresses those items from the review of the submitted RFP responses where the provided information was insufficient to allow for the full credit to be given to the response. Responses meeting the full intent of a criterion were allocated the full point value for that item. Items with a "0" score indicate no specific response was provided and will not be discussed. In the cost sections the earned points used are full available point(s) for lowest price, 1/2 of the available point(s) for medium price, and 1/4 of the available point(s) for highest price. The details results of the response reviews are included in Appendix A.

RESPONDING FIRMS

RFP responses were received from the following firms for review:

- ⊕ EMAN Networks
- ⊕ Qwest
- ⊕ United Private Networks

The following is a summary of the review of those responses.

EMAN NETWORKS

The EMAN Networks proposal did not speak to Section III Technical Specifications. Items with non zero scores were covered elsewhere in the proposal.

In the Section 3 Technical Specifications item 4.4 states "Pricing is to include facility and equipment installation and lease of equipment; and support and maintenance costs, if additional."

While not addressed in direct response to this item the EMAN proposal mentions network electronics in the project plan only. There is no mention of the specific hardware package proposed as such it cannot be determined if the pricing accurately reflects the hardware required.

QWEST

Section 2 item 2.26.1.2 states "Install a minimum of a 6 strand single-mode fiber optic cable backbone "daisy chained" between each facility. In the event of a cable break between facilities, a redundant

topology should be designed in order to prevent a cable break from taking down the entire ring. All facilities shall be connected with equal weight in a non-diverse fashion. Quotations for a 12 and 24 strand fiber optic non-diverse backbone as well as a fully diverse backbone are encouraged. "

The Qwest response declined to clearly agree with this requirement stating they do not provide fiber routing or strand count information to their customers as this is in violation of National Security requirements.

Section 2 item 2.27.2 item III states the respondent is to provide "Detailed Scope of Work by Facility and Cost Breakout".

The Qwest response included a summary cost breakdown by site but did not provide any relevant site specific details. A number of site specific details were provided however these details are for a project in the Longview School District not the Puyallup School District.

Section 2 item 2.27.2 item V states the respondent is to provide a "Formal Vendor response to Request for Proposal (Response Forms from Section IV of this RFP)"

The Qwest response included the form but the form was not filled out.

Required Vendor Attachment to the RFP Response item 8 states the respondent is to provide "Proposed schedule of work, listing start and completion timeframe for key milestones, as well as any phases showing differing completion timeframes for various buildings or areas. Timeframes should indicate relative project completion times and not focus on specific dates. Specific dates will be fully defined during contract negotiations."

The Qwest response included an overview plan however no detailed plan was provided. In addition the site by site description of work was for the Longview SD not the Puyallup SD.

UNITED PRIVATE NETWORKS

Section 2 item 2.9 states "The District seeks proposals for the lease of MAN services. Vendors shall provide a lease term of at least 10 years. Other lease terms and innovative methods of financing are encouraged but Vendors should be aware that MAN services are E-Rate eligible as "Telecom Services" when leased and cannot be purchased under E-Rate funding mechanisms. Vendors must be an eligible "common carrier" as designated by the Federal Communications Commission Schools and the Universal Service Administrative Company's Schools and Libraries Division. Vendors are required to provide a FCC SPIN with their proposal response."

The United Private Networks response did not include a SPIN number.

Section 2 item 2.12 after modification by Addendum 3 states "Price quotations for a lease are to include the furnishing of all materials, equipment, electronics, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents. The Vendor should be sure to include



reasonable, estimated "make-ready" costs that will potentially be required by pole or right-of-way owners. The District understands that this line item would have to be estimated for the purposes of this response. Therefore, the Vendor must make every reasonable effort to accurately estimate these costs. The response should include a best case and a worse case estimate of these "make-ready" costs if they are not included as part of the total prices in the response. The District will not be liable for any other costs beyond those proposed and awarded. Time and materials quotes will be unacceptable. In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail."

The United Private Networks response did not include any make ready costs.

The summary cost reporting form asks the respondent to "Please list other financing options available, such as a lease-to-buy contract and a 10 year lease paid up front."

The United Private Networks response mentions there are financing options but it provides no specific details.

Section 2 item 2.17.1 paragraph 2 states "The Vendor must have a Registered Communications Distribution Designer (RCDD) on staff who will work directly with the Project Manager. The RCDD must have sufficient experience in this type project as to be able to lend adequate technical support to the field forces during installation and operation. Should the RCDD assigned to this project change during the installation; the new RCDD assigned must also submit a resume for review by the District."

The United Private Networks response states they do not feel an RCDD is necessary for this project however should the District require it they will contract with one for an additional unstated fee.

Section 2 item 2.27.2 item V states the respondent is to provide a "Formal Vendor response to Request for Proposal (Response Forms from Section IV of this RFP)"

The United Private Networks response included the form but the form was not filled out.

Section 2 item 2.27.2 item VI states the respondent is to provide a "Signature Page"

The United Private Networks response included the form but the form had no signatures.

Section 2 item 2.34 stipulates the requirements for the "Signature Page"

The United Private Networks response included the form but the form had no signatures.

Required Vendor Attachment to the RFP Response item 6 states the respondent is to provide "Scope of work to be preformed."

The United Private Networks response included a generic description of what an EF consists of was included however no site specific information was included.



Required Vendor Attachment to the RFP Response item 8 states the respondent is to provide "Proposed schedule of work, listing start and completion timeframe for key milestones, as well as any phases showing differing completion timeframes for various buildings or areas. Timeframes should indicate relative project completion times and not focus on specific dates. Specific dates will be fully defined during contract negotiations."

The United Private Networks response included an overview plan however no detailed plan was provided.

SUMMARY FINDINGS FROM THE RESPONSE REVIEWS

The following table provides a summary of the numerical scoring of the responses.

Table 6 Response Scoring Summary

Response Section / Specific Criteria - Requirement	Possible Points	EMAN	Qwest	United Private Networks
Price	40	18.9	17.8	20
Ability to provide networking solution that best meets the defined requirements and positions the "District" for the future.	30	8.4	26.4	28.8
Vendor's prior experience in providing K-12 network solutions	15	15.0	15.0	15.0
Vendor's available technical support personnel and associated qualifications	10	10	10	7.5
Proposals is detailed and complete	5	2.5	4.6	3.9
Total	100	54.8	73.8	75.2

SUMMARY COST FINDINGS FROM THE RESPONSE REVIEWS

The following table provides a summary of the cost submittals from the responses formatted in a fashion similar to the cost submittal form included in the RFP.

Table 7 Response Pricing Comparison

MAN Proposal Cost Submittals	EMAN		Qwest		United Private Networks	
	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month
Annual Lease Rates						
6 Strand 10 year lease	\$280.8 k	\$23.4 k	\$1,202.6 k	\$100.2 k	\$280.5 k	Not provided
12 Strand 10 year lease	Not provided	Not provided	\$1,256.4 k	\$104.7 k	\$301.6 k	Not provided



evidence of how the selected vendor was chosen. In addition USAC has stated that, based on the documentation we previously provided during the Selective Review that FRN 1885674 would be denied because the winning (highest scoring) vendor was not selected in accordance with the process we established in the vendor selection documentation during the Review. Specifically, USAC believes that we did not select the vendor who had the highest number of points in our scoring matrix.

The Puyallup School District did select the vendor that provides the most cost effective solution and projected this out over 10 years. In order to discover the reason behind this scoring issue, the Puyallup School District asked the consultant to conduct a thorough review of his report from February. After a thorough review, he identified that he had made a few errors in the scoring matrix. In particular he had assigned partial credit in a few categories where partial scores were not indicated as an option. He has now corrected the scoring matrix (*Table 1, below*). The result of the review was that the vendor with the most cost effective price **and** the highest score is in fact Unite Private Networks, the vendor we selected. Therefore, the Puyallup School District has in fact met the requirements of USAC to select the most cost-effective vendor, and has shown that we did in fact follow our own criteria to make the appropriate vendor selection. The scoring matrix and the summary matrices have been updated and the corrected report containing them has been attached as **Appendix D**. This attached corrected report supersedes the previously submitted report in response to the original Selective Review.

Response Section / Specific Criteria - Requirement	Possible Points	EMAN	Qwest	United Private Networks
Price	40	19.4	17.8	20
Ability to provide networking solution that best meets the defined requirements and positions the "District" for the future.	30	8.4	26.4	28.8
Vendor's prior experience in providing K-12 network solutions	15	15.0	15.0	15.0
Vendor's available technical support personnel and associated qualifications	10	10	10	7.5
Proposals is detailed and complete	5	2.5	4.6	3.9
Total	100	55.3	73.8	75.2

Table 1. Corrected Summary Score Matrix for FRN 1885674

Contracts:

USAC has asked the District for several clarifications, contracts, and documentation items for various FRNs:

- **Contract for FRN 1847074:** This FRN was included on a 471 Application that is currently in incomplete status. This application number is 676285 and was never completed nor certified. This funding request is now included on 471 Application # 676787 under FRN #1869618 and the contract for this will be addressed below.
- **Contract for FRN 1869508 and 1869618:**
 - The contract for FRN 1869508 and FRN 1869618 has been attached as **Appendix E** which is with Education Service District 113 in Washington and names public school districts as valid participants. At page 21 of **Appendix E**, you will see a copy of the signed Participating Addendum Agreement dated 2/1/2007. It should

MAN Proposal Cost Submittals	EMAN		Qwest		United Private Networks	
	Per Year	Per Month	Per Year	Per Month	Per Year	Per Month
24 Strand 10 year lease	Not provided	Not provided	Not provided	Not provided	Not provided	Not provided
Annual Lease Rates Per Site						
6 Strand 10 year lease	Not provided	Not provided	Not provided	Approx \$2.5 k	Not provided	Not provided
12 Strand 10 year lease	Not provided	Not provided	Not provided	Approx \$2.6 k	Not provided	Not provided
24 Strand 10 year lease	Not provided	Not provided	Not provided	Not provided	Not provided	Not provided
Upfront Capital Costs						
6 Strand 10 year lease	\$6,747.3 k		\$1,012.4 k		\$6,451 k	
12 Strand 10 year lease	Not provided		\$1,012.4 k		\$6,752 k	
24 Strand 10 year lease	Not provided		Not provided		Not provided	

The following table provides a cost comparison of the submitted pricing extended out to ten years.



Table 8 Summarized Submitted Cost Data

Vendor / Option	Non Recurring Cost	Monthly Lease Y1 - Y7	Monthly Lease Y7 - Y10	Yearly Lease Y1 - Y7	Yearly Lease Y8 - Y10	Total Cost after 10 years
EMAN						
6 Strand Option	\$ 6,747,307	\$ -	\$ -	\$ 280,800	\$ 190,080	\$ 9,283,147
12 Strand Option	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Qwest						
6 Strand Option	\$ 1,012,396	\$ 100,220	\$ 100,220	\$ 1,202,640	\$ 1,202,640	\$ 13,038,796
12 Strand Option	\$ 1,012,396	\$ 104,700	\$ 104,700	\$ 1,256,400	\$ 1,256,400	\$ 13,576,396
United Private Networks						
6 Strand Option	\$ 6,451,013	\$ -	\$ -	\$ 280,500	\$ 280,500	\$ 9,256,013
12 Strand Option	\$ 6,752,138	\$ -	\$ -	\$ -	\$ 301,898	\$ 7,657,832

RECOMMENDATION

Based on the technical content review and a comparison of the submitted pricing it is recommended that Puyallup School District enter into further project discussions and possible contract negotiations with United Private Networks.

EMAN is a local entity and as such the District may entertain providing EMAN an opportunity to address their lack of response to the Technical Specifications. Had the EMAN proposal addressed the Technical Specifications there would have been much less difference in the overall numerical scores which may have resulted in a recommendation for the District to engage with them.



APPENDIX A

RFP SCORING WORKSHEET

The following table contains those criteria from the RFP that are considered as quantifiable. Items that are contractual in nature must be accepted by the successful vendor and as such have been eliminated from the scoring matrix. The table is arranged by scoring category based on the scoring category table included in the RFP. The available points per scoring section have been equally allocated across the criteria included in that section. In the cost sections the earned points used are full available point(s) for lowest price, 1/2 available point(s) for medium price, and 1/4 available point(s) for highest price.



Table 9 Detailed Response Review Scoring

Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
Price	40 possible ¹	--	--	--
2.9 Financing The District seeks proposals for the lease of MAN services. Vendors shall provide a lease term of at least 10 years. Other lease terms and innovative methods of financing are encouraged but Vendors should be aware that MAN services are E-Rate eligible as "Telecom Services" when leased and cannot be purchased under E-Rate funding mechanisms. Vendors must be an eligible "common carrier" as designated by the Federal Communications Commission Schools and the Universal Service Administrative Company's Schools and Libraries Division. Vendors are required to provide a FCC SPIN with their proposal response. A payment surety bond shall be required of the chosen Vendor at contract signing to protect the Vendor company and the District. This bond shall be returned to Vendor at the completion of the entire project, after District sign-off and after all payment has been made to Vendor. Details of the required surety bond will be provided to the Vendor prior to any contract execution.	2.22	2.22	2.22	2.22
2.12 Price Quotations Price quotations for the lease and/or purchase are to include the furnishing of all materials, equipment, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents. The District will not	2.22	2.22	2.22	2.22

¹ With 40 possible points and 18 criteria items there are 2.22 points available per criteria item. In the cost sections the earned points used are full available point(s) for lowest price, 1/2 available point(s) for medium price, and 1/4 available point(s) for highest price.



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
<p>be liable for any costs beyond those proposed herein and awarded. Time and materials quotes will be unacceptable. In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail. Replaced with the following in Addendum 3</p> <p>Price quotations for a lease are to include the furnishing of all materials, equipment, electronics, maintenance and training manuals, tools, and the provision of all labor and services necessary or proper for the completion of the work except as may be otherwise expressly provided in the contract documents. The Vendor should be sure to include reasonable, estimated "make-ready" costs that will potentially be required by pole or right-of-way owners. The District understands that this line item would have to be estimated for the purposes of this response. Therefore, the Vendor must make every reasonable effort to accurately estimate these costs. The response should include a best case and a worse case estimate of these "make-ready" costs if they are not included as part of the total prices in the response. The District will not be liable for any other costs beyond those proposed and awarded. Time and materials quotes will be unacceptable. In case of discrepancy in computed proposal prices, the lowest combined value of individual unit costs shall prevail.</p>				
<p>2.33 Permits and Licenses The successful vendor shall obtain and shall include in his/her response the cost for all permits and licenses, which may be required to perform the contract.</p>	2.22	0	0	0
<p>4.2 Proposal must include pricing for non-recurring (one-time capital) and monthly lease costs thereafter.</p>	2.22	2.22	2.22	2.22
<p>4.3 Proposal should include more than one payment schedule, selectable at the District's option.</p>	2.22	0	0	0
<p>4.4 Vendors must provide company history and proof of financial stability.</p>	2.22	2.22	2.22	2.22
<p>4.4 Pricing is to include facility and equipment installation and lease of equipment; and support and maintenance costs, if additional.</p>	2.22	2.22	2.22	2.22



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
Annual Lease Rates				
6 Strand Ten Year Lease Total per Year/Month \$ _____	2.22 / 1.11 / .55	1.11	0.55	2.22
12 Strand Ten Year Lease Total per Year/Month \$ _____	2.22 / 1.11 / .55	0	1.11	2.22
24 Strand Ten Year Lease Total per Year/Month \$ _____	2.22 / 1.11 / .55	0	0	0
6 Strand 10 Year Lease Per Site per Year/Month \$ _____	2.22 / 1.11 / .55	2.22	0	0
12 Strand 10 Year Lease Per Site per Year/Month \$ _____	2.22 / 1.11 / .55	0	0	0
24 Strand 10 Year Lease Per Site per Year/Month \$ _____	2.22 / 1.11 / .55	0	0	0
Upfront Capital Costs				
6 Strand Upfront Capital Costs(if applicable) \$ _____	2.22 / 1.11 / .55	2.22	0.55	1.11
12 Strand Upfront Capital Costs (if applicable) \$ _____	2.22 / 1.11 / .55	0	2.22	1.11
24 Strand Upfront Capital Costs (if applicable) \$ _____	2.22 / 1.11 / .55	0	0	0
All costs quoted above should be backed up by all supporting documentation included as part of the Vendors response.	2.22	2.22	2.22	0
Please list other financing options available, such as a lease-to-buy contract and a 10 year lease paid up front.	2.22	0	0	2.22
Price Subtotal	40	18.9	17.8	20.0



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
Ability to provide networking solution that best meets the defined requirements and positions the "District" for the future.	30 possible ²			
2.18 Prime Vendor In the event multiple Vendors submit a joint response to this RFP, a single Vendor shall be identified as the prime vendor. Prime vendor responsibilities shall include performance of overall project administration and serving as a focal point for the District to coordinate and monitor plans and schedules, maintain project budget and status information, administer changes required, preside over other Vendors participating or present at the District meetings, and oversee preparation of reports and presentations. the District shall issue only one (1) check for each consolidated invoice. Prime vendor shall remain responsible for performing tasks associated with installation and implementation of prime vendor's portion of the contract.	1.2	1.2	1.2	1.2
2.26.1.1 Management Racks/Patch Panels Provide one, wall mounted fiber distribution panel (FDP) per fiber sheath at each facility capable of terminating 24 fibers related to the MAN plus any fiber optic patch cords required to service any equipment that is part of the MAN. the District will specifically designate the location in the MDF where the FDP will be mounted. Replaced with the following in Addendum 2. Provide one fiber distribution panel (FDP) per fiber sheath at each facility capable of terminating up to 24 fibers related to the MAN plus any fiber optic patch cords required to service any equipment that is part of the MAN. The District will specifically designate the location in the MDF where the FDP will be mounted.	1.2	1.2	1.2	1.2
2.26.1.2 Fiber Optic Cabling ☑ Install a minimum of a 6 strand single-mode fiber optic cable backbone "daisy chained" between each facility. In the event of a cable break between facilities, a	1.2	1.2	1.2	1.2

² With 30 possible points and 25 criteria items there are 1.2 points available per criteria item.



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
<p>redundant topology should be designed in order to prevent a cable break from taking down the entire ring. All facilities shall be connected with equal weight in a non-diverse fashion. Quotations for a 12 and 24 strand fiber optic non-diverse backbone as well as a fully diverse backbone are encouraged.</p> <ul style="list-style-type: none"> ☑ Ensure all cables meet generally accepted industry standards and specifications 🕒 Provide OTDR test and forward / reverse power meter results for all fiber optic cabling delivered in written and digital media. 				
<p>2.26.1.3 Terms and Conditions for Maintenance/Repair</p> <ul style="list-style-type: none"> ☑ Vendor is responsible for all leased fiber cable maintenance, including locating or relocating of any buried cable. ☑ Vendor personnel shall respond by phone to begin problem resolution within two (2) hours of initial call by the District during normal business days and four (4) hours otherwise. ☑ Business Days” are defined as Monday through Friday 7:30 AM – 4:30 PM, excepting generally accepted holidays (to be fully defined during contract negotiations). Otherwise, if a number of hours is listed, it means 24 hours per day, seven days per week, excepting only major holidays (to be fully defined during contract negotiations). ☑ In all cases, Vendor will notify the District immediately upon repair and resolution. ☑ Vendor agrees to keep records of all communications with the District ☑ The District reserves the right to have cable repairs certified by an outside party. ☑ Service includes parts and labor (on-site if needed) for the full-term of the lease. ☑ Vendor shall carry insurance on behalf of the District when it’s employees are on the District’s property or providing services to the District (liability as well as property insurance). Replaced with the following in Addendum 3 <p style="color: red;">Liability insurance shall be for the full duration of the contract and shall protect the Vendor and the District, their agents, representatives, and employees from claims that may arise out of, or result from, the Vendor's operations on this project. The limits of liability for comprehensive general liability shall be not less than \$1,000,000</p>	1.2	1.2	1.2	1.2



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
<p>combined single limit. Required insurance shall be primary and non-contributing to any insurance possessed or procured by the District. Any deductible provision in liability policy shall be the responsibility of the Vendor. Requirements for Vendor's insurance shall apply to the work of the prime Vendor and all subcontractors. Proof of insurance, license & bonding shall be submitted in writing to the District at the time of contract execution.</p> <p><input checked="" type="checkbox"/> A problem escalation procedure will be developed between the District and Vendor</p>				
<p>1.1 Interface to proposed network will be at the main distribution frame (MDF) in each site, and termination equipment shall be wall mounted in the building designated MDF closet. Each set of strands connected in a separate sheath shall have a minimum of a 24-port, wall mounted fiber distribution panel. The interface will be provided as 1000Mbps fast Ethernet. Each "channel" will support full duplex transmission at 1000Mbps at an independent interface Replaced with the following in Addendum 2</p> <p>Interface to proposed network will be at the main distribution frame (MDF) in each site, and termination equipment shall be mounted in the designated MDF closet or as determined by the District. Each set of strands connected in a separate sheath shall have a minimum of a 24-port, wall mounted fiber distribution panel. The interface will be provided as 1000Mbps fast Ethernet. Each "channel" will support full duplex transmission at 1000Mbps at an independent interface Replaced with the following in Addendum 3</p> <p>Interface to proposed network will be at the main distribution frame (MDF) in each site, and termination equipment shall be mounted in the designated MDF closet or as determined by the District. Each set of strands connected in a separate sheath shall have a minimum of a 24-port, wall-or rack-mounted fiber distribution panel. The interface will be provided as 1000Mbps (Gb Ethernet).</p>	1.2	0	1.2	1.2
<p>1.2 The proposed network will be capable of transparently transporting all aspects of Ethernet LAN protocols from demarc to demarc. Replaced by the following in Addendum 3</p>	1.2	0	1.2	1.2



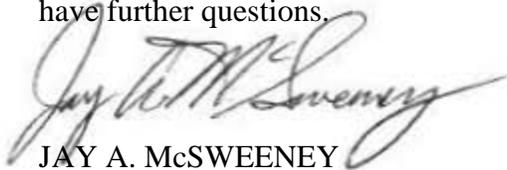
Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
The proposed network will be designed and priced with Cisco network electronics in order to maintain compatibility with existing District standards.				
1.3 Backbone bandwidth will be sufficient to simultaneously support non-blocked / zero packet drop transmission from all sites at full interface speed Full Duplex of at least 1000 Mbps. Demarcation of Vendor's network will be a clear and well-defined physical interface and be located at the site's Main Distribution Facility as identified by the District designated person.	1.2	0	0	1.2
1.4 Equipment will be mountable in industry-standard rack facilities.	1.2	0	1.2	1.2
1.5 Installation, maintenance and repair of all equipment necessary to meet the requirements of this RFP shall be the sole responsibility of the vendor.	1.2	0	1.2	1.2
1.6 Proposals should indicate the feasibility of redundant fiber paths within the network.	1.2	0	1.2	1.2
1.7 Termination shall be in one RJ-45 or GBIC port with hardware providing layer 2 or 3 Ethernet service with the ability to connect at standard Ethernet rates of 1000Mbps or as may be required by the site. Replaced by the following in Addendum 3 Termination and handoff to the District shall be in the form of one RJ-45 or GBIC port with hardware providing layer 2 or 3 Ethernet service with the ability to connect at standard Ethernet rates of 1000Mbps. or as may be required by the site.	1.2	0	1.2	1.2
1.8 Vendor shall provide any necessary backboard/rack mount materials and electronics for routing and termination, including any fiber switches and premise equipment needed to hand off an RJ-45 or GBIC Ethernet service.	1.2	0	1.2	1.2
1.10 Proposal will include dimensional and environmental requirements of equipment selected for installation at "District" sites.	1.2	0	1.2	0
1.11 Equipment is to remain the property of the Vendor and be maintained at current hardware and software levels throughout the term of contract.	1.2	0	1.2	1.2
1.12 Vendor will maintain 24/7 performance and fault monitoring of network without intrusion or interception of customer data. Replaced by the following in Addendum 3	1.2	0	1.2	1.2



be noted that significant additional circuits have been added since we signed the participating addendum. We moved into a new Information Technology facility in May-June 2007 and this resulted in numerous circuits being added under the terms of our participating addendum to the contract.

- With regard to the amounts requested—the reason we submitted \$92,559.00 for FRN 1869508 is because we have been paying about \$7,713.25 every month for DS-1 services after you take into account all the circuits we have added since the original Participating Addendum was signed. This monthly amount adds up to the annual amount of \$92,559.00. For FRN1869618, we have been paying approximately \$3,439.49 per month after you take into account all the circuits we added and a few removed since we signed the Participating Addendum.
 - To substantiate these monthly charges, which translate to the annual amounts indicated in our original FRNs above, I have attached two recent monthly bills (*Appendix F*) that incorporate the costs from both FRN's above. Also, I have included a copy of the spreadsheets (*Appendix G*) and our Item 21 Attachments from our Form 471 (*Appendix H*) prepared by Onetel (formerly Cache Valley Electric) for our Qwest Accounts upon which we based our monthly charge for each FRN indicated above.
 - Please note that the bills in *Appendix F* above also include charges for FRN 1866394
- **Documentation to indicate term for FRN 1866394**
 - Please see *Appendix I* for a copy of the contract between ESD 113 and Qwest and also a Participation Agreement for the Puyallup School District beginning on page 13 of this appendix. You will note that at the top of page 14 of this appendix, that the term of the agreement is 60 months from the date signed, in this case 2/1/2007.
- **Modification of contract date for FRN 1869508, 1869618, and 186639:** Agreed
- **Modification of contract date for FRN 1869905:** Agreed
- **Modification of contract date for FRN 1885674:** The District does not concur with this modification. As shown at *Appendix J*, the contract was clearly signed on Feb 11, 2009. Note the date on page 1 of 80, and again on the signature page, page 12 of 80. Amendment 1 of the contract was then signed on 3/25/2009. We believe the reviewer was looking at Amendment 1 when proposing the change to the contract date.

This concludes our response to this inquiry for further information. Please contact me if you have further questions.



JAY A. McSWEENEY
Director of Information Technology

10 Atch:
Appendices A-J

Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
Vendor will maintain 24/7 performance and fault monitoring of network without intrusion or interception of customer data; or provide access to the District to monitor using standard SNMP or similar monitoring protocols.				
1.13 Access to said performance and fault monitoring data will be provided to the District in an easily interpreted format; preferably provided graphically via a secure web site.	1.2	0	1.2	1.2
1.14 Trouble reporting must be available 24/7 and response commitments and escalation procedures must be explained including a written calling tree.	1.2	0	1.2	1.2
1.15 Vendors are encouraged to seek routes that allow for the maximum amount of diverse routing for the MAN backbone. The District prefers the physical design of any proposed network to be a multiple strand ring topology. The Vendor will identify routes available and work with the District to choose the route. Keeping in mind the preferred topology is the ring, radials may be appropriate in some circumstances. However, other topology designs are encouraged and welcomed. Replaced with the following in Addendum 2 Vendors are encouraged to seek fiber routes that allow for the maximum amount of efficiency and redundancy for the lowest possible price for a fiber optic MAN. The District prefers the physical design of any proposed network to be a multiple strand ring topology. The Vendor will identify routes available and work with the District to choose the route. Keeping in mind the preferred topology is the ring, radials may be appropriate in some circumstances. However, other topology designs are encouraged and welcomed.	1.2	0	1.2	1.2
1.16 The Vendor should identify routes for installation of the fiber optic cable. This step may include measuring distances between sites, if necessary. Refer to item 4.1 above for more details.	1.2	0	0	1.2
1.17 The Vendor should generate a GIS map(s) with the fiber optic cable identified by proposed ring or radial.	1.2	1.2	0	1.2



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
<p>1.18 The MAN shall be constructed primarily for District use and shall consist of standard SMF-28 (or equivalent) armored fiber optic cable. Fiber optic cable will have maximum dB loss values of .4 (1310 wavelength) and .35 (1550 wavelength) per fiber kilometer. Splices shall have maximum dB loss of .1 per splice. Fiber leaving a building to two separate destinations shall be separated into two separate fiber sheaths leaving the property line at a physical distance of no less than 30 feet. Vendors will provide lease pricing that includes building entry into all District facilities. Replaced by the following in Addendum 3</p> <p>The MAN shall be constructed primarily for District use and shall consist of standard SMF-28 (or equivalent) armored fiber optic cable. The vendor may also include a pricing option for non-armored fiber optic cable, with rational and pros/cons for why the District should or should not select either type. Fiber optic cable will have maximum dB loss values of .4 (1310 wavelength) and .35 (1550 wavelength) per fiber kilometer. Splices shall have maximum dB loss of .1 per splice. Fiber leaving a building to two separate destinations shall be separated into two separate fiber sheaths leaving the property line at a physical distance of no less than 30 feet. Vendors will provide lease pricing that includes building entry into all District facilities</p>	1.2	0	1.2	1.2
2.1 Vendor will propose a solution for connection of all sites to the District's Information Technology Center	1.2	1.2	1.2	1.2
<p>2.3 Solution must be compatible with existing District network. The District must retain routing control of traffic between "channels". Replaced by the following in Addendum 3</p> <p>Solution must be compatible with existing District network. The District must retain routing control of traffic between "channels".</p>	1.2	0	1.2	1.2
2.4 Physical and logical topologies are to be explained in the proposal.	1.2	0	1.2	1.2
3.4 Vendor must demonstrate a proven track record of project management expertise.	1.2	1.2	1.2	1.2



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
Ability to provide networking solution that best meets the defined requirements and positions the "District" for the future. Subtotal	30	8.4	26.4	28.8
Vendor's prior experience in providing K-12 network solutions	15 possible ³			
2.17.2 References The District, may with full cooperation of the Vendors, visit client installation to observe equipment operations and consult with references. Specified visits and discussion shall be arranged through the Vendors; however, Vendor personnel shall not be present during discussions with references. The Vendor must provide a minimum of three (3) reference accounts at which similar work, both in scope and design, have been completed by the Vendor within the last five years.	7.5	7.5	7.5	7.5
3.1 Vendor must have proven track record of providing networking solutions to organizations serving K-12 with technology solutions, development and delivery. Three (3) K-12 references comparable to size and complexity of PSD are to be provided as specified in item 2.17.2.	7.5	7.5	7.5	7.5
Vendor's prior experience in providing K-12 network solutions Subtotal	15	15.0	15.0	15.0
Vendor's available technical support personnel and associated qualifications	10 possible ⁴			
2.17.1 Experience The selected Vendor shall be fully capable and have previous experience in providing MAN services over fiber optic systems as well as at least 5 years experience with any specified networking equipment, specifically any and all electronic devices providing connectivity for network devices. To ensure the system has continued support, the District will contract only with Vendors having a successful history of sales,	5	5	5	5

³ With 15 possible points and 2 criteria items there are 7.5 points available per criteria item.

⁴ With 10 possible points and 2 criteria items there are 5 points available per criteria item.



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
installation, service, and support. During the evaluation process, the District may, with full cooperation of the Vendors, visit the Vendors' places of business, observe operations, and inspect records.				
The Vendor must have a Registered Communications Distribution Designer (RCDD) on staff who will work directly with the Project Manager. The RCDD must have sufficient experience in this type project as to be able to lend adequate technical support to the field forces during installation and operation. Should the RCDD assigned to this project change during the installation; the new RCDD assigned must also submit a resume for review by the District. If, in the opinion of the District, the RCDD does not possess adequate qualifications to support the project, the District reserves the right to require the Vendor to assign an RCDD whom, in the District's opinion, possesses the necessary skills and experience required of this project.	5	5	5	2.5
Vendor's available technical support personnel and associated qualifications.	10	10	10	7.5
Subtotal				
Proposals is detailed and complete	5 possible ⁵			
2.1 Response to this RFP must be submitted in writing in sealed packages prior to 4:00 PM PST, February 5, 2009. The outside of the envelope shall plainly identify the title of the RFP Response: "2009 High Bandwidth Intra-District MAN RFP Response" All the responses shall be clearly and distinctly typed or written in ink adjacent thereto and initialed in ink by the party signing the response or an authorized representative. It shall be the vendor's responsibility to ensure that the response is delivered to the office of the IT Center by the time and date set for response closing, and the District will not be responsible for responses delivered to any location other than the office of	0.228	0.228	0.228	0.228

⁵ With 5 possible points and 22 criteria items there are 0.228 points available per criteria item.



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
the IT Center. Once again, the deadline for responses is Thursday, February 5, 2009 at 4:00 PM PST, with opening immediately following in the IT Center Status Room.				
2.27 Proposal Preparation and Submission Requirements Vendors must submit a complete response to this RFP in order to be considered. One original and three copies of each proposal shall be submitted to the District no later than February 5, 2009 at 4:00PM PST per instructions previously covered.	0.228	0.228	0.228	0.228
2.27.1.1 All proposals must be signed by an authorized representative of the Vendor. All information requested must be submitted. Failure to submit all information requested may result in the exclusion of the submitted proposal from consideration, a lower score in the evaluation of the proposal, or the reviewing parties requesting the missing information.	0.228	0.228	0.228	0
2.27.2 Specific Requirements Vendors should provide a thorough and as detailed proposal as possible such that the District will have the proper information by which to evaluate responses. Specifically, Vendors are required to submit the following information as a complete proposal: At a minimum, documents should be prepared, labeled and arranged as follows:	0.228	0	0.228	0.228
I. Cover Letter	0.228	0.228	0.228	0.228
II. Management Summary of Proposal including overview and summary of lease costs	0.228	0.228	0.228	0.228
III. Detailed Scope of Work by Facility and Cost Breakout	0.228	0	0.228	0
IV. References	0.228	0.228	0.228	0.228
V. Formal Vendor response to Request for Proposal (Response Forms from Section IV of this RFP)	0.228	0.228	0.228	0.228
VI. Signature Page	0.228	0	0.228	0.228
VII. Additional Vendor Addenda	0.228	0	0.228	0
VIII List of exceptions to RFP requirements.	0.228	0	0.228	0.228
2.34 Response Signature A response signature sheet for the responses shall be included as stated above in	0.228	0	0.228	0.228



Response Section / Specific Criteria - Requirement	Possible Points / Score	EMAN	Qwest	United Private Networks
2.27.2 and shall be signed with ink as follows or the response will be rejected: 1. In the case of an individual vendor, by such individual vendor. 2. In the case of a partnership, the name of the partnership shall be stated followed by the signature of at least one partner on behalf of the partnership. In addition to such signature, the names of all partners shall be stated on such response signature sheet. 3. In the case of a corporation, the corporation name shall be stated followed by the state of incorporation, the signature of an officer authorized to bind the corporation to a contract, as well as the name and mailing address of the local representative.				
Required Vendor Attachments to RFP Response				
2. Engineer Certificate(s).	0.228	0.228	0.228	0
3. Samples of Warranty Certificates on all work.	0.228	0	0.228	0.228
4. Certificates of insurance covering Workers Compensation, Employer's Liability and General Liability	0.228	0.228	0.228	0.228
5. Digital Media of Proposal (with company name on label).	0.228	0.228	0.228	0.228
6. Scope of Work to be performed.	0.228	0	0	0.228
7. In-depth description of leasing terms. Include a copy of sample lease agreements.	0.228	0	0.228	0.228
8. Proposed schedule of work, listing start and completion timeframe for key milestones, as well as any phases showing differing completion timeframes for various buildings or areas. Timeframes should indicate relative project completion times and not focus on specific dates. Specific dates will be fully defined during contract negotiations.	0.228	0.228	0.228	0.228
9. General diagram of proposed system showing fiber routing on District property	0.228	0	0	0
10. List of exceptions to RFP requirements.	0.228	0	0.228	0.228
Proposals is detailed and complete. Subtotal	5	2.5	4.6	3.9
Total 100 Possible	100	54.8	73.7	75.2



APPENDIX B

ORIGINAL RFP DOCUMENT

The following is the original RFP and Addendums.

Appendix B not included here, you will
find it elsewhere. - Jay



Updated: August 7, 2009	Fiber Optic RFP Responses Finalists -- 6 Strand Minimum, 10 Year Term	(Corrected Copy)
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Finalist 6-Strand 10 Year Lease (Comparing Armored Cable for all vendors)	Base Bid	Armored Fiber Optic Costs	Subtotal Initial Capital Costs for Basic Non-Diverse Network (Armored Cable)	Annual Lease Cost Years 1-7	Annual Lease Cost Years 8-10	Response Package Score (Stoops Consulting)	10 Year Total Cost (Armored)	Notes
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E-Man Networks	\$ 6,637,307	\$ 110,000	\$ 6,747,307	\$ 280,800	\$ 190,080	54.8	\$ 9,283,147	Cisco/1Gbps
Unite Private Networks, LLC	\$ 6,451,013	Incl	\$ 6,451,013	\$ 280,500	\$ 280,500	75.2	\$ 9,256,013	Cisco/2Gbps
Qwest Corporation	\$ 1,012,396	N/A	\$ 1,012,396	\$ 1,202,640	\$ 1,202,640	73.8	\$ 13,038,796	Annual Cost WAY too High

This Educational Transport Services contract ("Contract") is entered into by and between Educational Service District #113 ("Purchaser" or "ESD 113") and Qwest Corporation, a corporation licensed to conduct business in the State of Washington ("Vendor"), for the purpose of providing private line transport services to ESD113 and participating educational institutions, including but not limited to, members of the Washington Institutions of Public Higher Education (WIPHE).

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1. Definition of Terms

The following terms as used throughout this Contract shall have the meanings set forth in this Section 1.

"Business Days" shall mean Monday through Friday except for holidays observed by the State of Washington.

"Catalog" shall mean Qwest Corporation's Private Line Transport Services Catalog for DS1, DS3, and SONET Services, Qwest Corporation's FCC Access Service Tariff No. 1 for Geomax Service, or Qwest Corporation's Advanced Communication Services Catalog for Ethernet Services or as detailed in Section 6 below.

"Confidential Information" shall mean information that is exempt from disclosure to the public or other unauthorized persons under either chapter 42.17 RCW or other state or federal statutes. Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, Purchaser source code or object code, Purchaser security data, or information relating to the design and configuration of Purchasers' communication networks, or other information which is identified as "confidential" in writing prior to disclosure.

"Contract" shall mean this document, all schedules and exhibits, and all amendments hereto.

"DS1 Services" shall mean private line transport services provisioned over Digital Signal, level 1 private line provided pursuant to the specifications contained in the Catalog and applicable Technical Publications.

"DS3 Services" shall mean private line transport services provisioned over Digital Signal, level 3 private lines provided pursuant to the specifications contained in the Catalog and applicable Technical Publications.

"Effective Date" shall mean the first date this Contract is in full force and effect. The Effective Date of this Contract shall be July 1, 2007 following approval of this contract by the WUTC (if applicable).

"Ethernet Services" shall mean a private line transport service that uses established Ethernet transport technology allowing customers to connect multiple enterprise locations within a service area using native Ethernet protocol pursuant to the specifications contained in the Catalog and applicable Technical Publications.

"Geomax Services" shall mean a high-speed, multi-protocol, fiber optic, intrastate data transport services that utilizes Dense Wave Division Multiplexing (DWDM) technology to enable two or more optical signals having different wavelengths to be simultaneously transmitted in the same direction over one strand of fiber. Intrastate Geomax Service is not provided under the State of Washington Catalog and may require filing with the WUTC in accordance with Section 6 below. All intrastate Geomax Service will be offered on an intrastate basis under terms identical to those offered under the Qwest Corporation FCC1 Access Services Tariff and applicable Technical Publication.

"Minimum Service Period" shall mean the minimum period in which Purchasers agree to keep each circuit ordered pursuant to this Contract in Service.

"Network" shall mean the communication facilities between any two or more Purchaser Service locations.

"Non-Vendor LEC" shall mean a local exchange carrier that is not a Vendor Affiliate that Vendor utilizes to provide a portion of the Services which pass outside Vendor's usual and customary operating area.

"Out of Service" shall mean the inability to pass reliable data on any circuit or Service due to excessive errors as set forth in the Catalog.

"Price" shall mean charges, costs, rates, and/or fees charged for the Services under this Contract and shall be paid in United States dollars.

"Preexisting Circuits" shall mean Vendor-provided Transport Circuits serving Purchasers prior to the Effective Date.

"Proprietary Information" shall mean information owned by Vendor to which Vendor claims a protectable interest under law. Proprietary Information includes, but is not limited to, information protected by copyright, patent, trademark or trade secret laws.

"Purchaser" or "Authorized Purchaser" shall mean either a public school district, a not-for-profit private school, a public community college, a public technical college, a public baccalaureate college or university, a private not-for-profit college or

university, a tribal school located in the State of Washington, and specifically members of the Washington Institutions of Public Higher Education (WIPHE) which is a consortium of State of Washington four-year, community college and technical institutions who are signatories to the Inter-local Agreement for Cooperative Purchasing, pursuant to the Inter-local Cooperative Act, RCW 39.34. A list of authorized WIPHE Purchasers is attached for reference hereto as Schedule B.

"Purchaser Manager" shall mean the person designated by Purchaser who is assigned as the primary contact person whom Vendor's Account Manager shall work with for the duration of this Contract and as further defined in the section titled Purchaser Project Manager.

"Purchaser Contract Administrator" shall mean that person designated by Purchaser to administer this Contract on behalf of Purchaser.

"RCW" shall mean the Revised Code of Washington.

"Services" shall mean local/regional intrastate telecommunications private line or Ethernet-based circuits connecting Purchaser sites, and other related Services provided by Vendor to Purchasers as set forth in Schedule A, Authorized Services, and Catalog.

"SONET Services" shall mean private line transport services provisioned over Synchronous Optical Network services utilizing Optical Carrier signaling as specified in the Catalog and applicable Technical Publications.

"Specifications" shall mean the technical and other specifications set forth in this Contract the Catalog and applicable Technical Publications.

"Subcontractor" shall mean one not in the employment of Vendor, who is performing all or part of the business activities under this Contract under a separate contract with Vendor. The term "Subcontractor" means Subcontractor(s) of any tier.

"Technical Publication" shall mean the applicable Telecordia Technical Publication and Qwest Corporation Technical Publication for the Service as set forth in the Catalog and available at: <http://www.qwest.com/techpub>

"Termination Charge" shall mean the amount Vendor may charge for termination of a circuit by Purchasers for Services terminated prior to the expiration of the Minimum Service Period.

"Vendor" shall mean Qwest Corporation, its employees and agents. Vendor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Contract. It shall also include any Subcontractor retained by Vendor as permitted under the terms of this Contract.

"Vendor Account Manager" shall mean a representative of Vendor who is assigned as the primary contact person whom the Purchaser shall work with for the duration of this Contract and as further defined in the section titled, Vendor Account Manager.

"Vendor Affiliate" means any legal entity that controls, is controlled by, or is under common control with Vendor. In the case of a corporation, an entity will be deemed to control that corporation if such entity owns, or has the right to vote stock in the corporation sufficient to elect a majority of the members of the corporation's board of directors.

"WUTC" shall mean the Washington Utilities and Transportation Commission.

2. Contract Term

This Contract shall be effective commencing on the Effective Date and will continue in full force and effect and expire on **June 30, 2012** ("Term"). The duration for individual Services ordered by Authorized Purchasers may extend beyond the Term and the terms of this Contract will continue and apply until the last-to-expire Service ordered by an Authorized Purchaser hereunder.

3. Survivorship

All license and purchase transactions executed and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Protection of Purchaser's Confidential Information, Publicity, Patent and Copyright Indemnification, Disputes, and Limitation of Liability shall survive the termination of this Contract.

APPENDIX A

All classes shown below are technology classes, with the exception of those crossed out with a diagonal line.



PROFESSIONAL DEVELOPMENT

Workshops and Trainings

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8/25/09

Clock Hours:
6.5

Credits Offered:
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[PAEOP Tech Series: Troubleshooting Discussion Forum](#)

Register Now

6/24/09

Clock Hours:
1.5

Credits Offered:
none

[More Info...](#)

Edit Class

[PAEOP Tech Series: File Management](#)

Register Now

Clock Hours: Credits Offered:

4. Term of Service and Termination Liability

- 4.1 **Minimum Service Period.** Each circuit ordered during the Term of this Contract shall have a Minimum Service Period of one (1) year. The term for each Service ordered will be set forth in the applicable Participation Agreement ("Service Term"). Purchasers agree to keep each circuit ordered under this Contract in service for the applicable Service Term. If Purchasers terminate any circuit(s) without cause prior to the expiration of the Service Term, Vendor may assess on such Purchaser(s) as the sole remedy for such termination(s), a Termination Charge in an amount specified in Section 4.2.
- 4.2 **Termination Charge.** The termination charge for circuits terminated for reasons other than cause prior to the expiration of Service Term may be calculated by multiplying the monthly recurring charges for the remainder (if any) of the Minimum Service Period by one-hundred (100%); and the percentage specified in the table below of the monthly recurring charges for the remaining months of the Service Term. Purchaser will also remain responsible for the balance of all billed but unpaid recurring charges and all outstanding non-recurring charges associated with the terminated circuits.

Service Type	Termination Percentage After Minimum Service Period
DS1 Services	0%
DS3 Services	70%
SONET Services	70%
GeoMax Services	70%
Ethernet Services	70%

- 4.3 **Waiver of Termination Charge.** A termination charge will be waived when all of the following conditions are met: 1) the customer discontinues their contracted service(s) and signs a new service agreement(s) for any other Company provided service(s), 2) the new service agreement(s) have a total value equal to or greater than 115% of the remaining prorated value of the terminated circuit(s) (excluding any special construction charges, applicable nonrecurring charges, or previously billed but unpaid recurring and/or nonrecurring charges), 3) Purchaser places the orders to discontinue the service and establish new service at the same time, and 4) a new minimum service period goes into effect when the new service agreement term begins. New service is defined as a newly installed service placed under a new service agreement(s), or newly installed additions to an existing service agreement(s), but does not include renewals of expiring service agreement(s), renegotiations of existing service agreement(s) and conversions from month-to-month service to contracted service. The waiver does not apply to changes between regulated and unregulated products and services, or to changes between enhanced and non-enhanced services.

PRICING, INVOICE AND PAYMENT

5. Pricing.

- 5.1 Vendor agrees to provide, for the Term of the Contract, the Services to Purchasers at the Prices set forth in Vendor's Authorized Services and Catalog, attached as Schedule A to this Contract and incorporated herein by this reference.
- 5.2 Prices listed in Schedule A may not be increased during the Term of the Contract.
- 5.3 Vendor agrees to participate in the Federal Communication Commission's E-rate discount program established pursuant to the Telecommunications Act of 1996, in accordance with the Schools and Libraries Division (SLD) of the Universal Service Administration Corporation (USAC) requirements. Vendor represents and warrants that, as of the Effective Date, Vendor is a service provider eligible under applicable regulations to provide discounted telecommunications services as part of the E-rate discount program ("E-rate Program") for schools and libraries.

6. Catalogs

- 6.1 Vendor agrees to make all State filings that are required by law or regulation and that are necessary for contract performance. Services which are not competitively classified or located in competitively classified zones will require filing with the WUTC. The applicable Vendor Catalog for Services provided in the State of Washington under this Agreement is available at: <http://www.qwest.com/about/policy/regulatoryDocs/index.html> and is hereby incorporated herein by this reference.
- 6.2 If necessary, Vendor shall make any initial filing required to implement the contract within ten (10) calendar days after receipt of the fully executed Contract. If such initial filing is not permitted to become effective by the WUTC thirty (30) calendar days after the date of contract award, the Purchaser shall have the right partially or entirely to terminate the Contract without liability.
- 6.3 Purchaser shall have access to Vendor's current Catalogs which pertain to the provision of the Service described herein through the following Uniform Resource Location ("URL"): <http://www.qwest.com/about/policy/regulatoryDocs/index.html>.
- 6.4 If any Catalog filing or related filing, ruling, order or determination of any regulatory agency or court of competent jurisdiction, including without limitation a change in rates or charges, materially and adversely affects the Vendor's ability to offer Services under the terms and conditions of this Contract, Vendor agrees to immediately develop a proposal that provides comparable service to Purchaser at rates equal to or less than those set forth in the Contract, and under terms and conditions identical to those set forth in the Contract, to the extent permissible under applicable legal and regulatory requirements. Such service may be provided under other existing Catalogs (if this can be done at such Catalogs' then

effective rates without further revision) or under newly filed Catalogs. If Vendor is unwilling or unable to develop such a proposal within thirty (30) days of any such event, the Purchaser will have the right to terminate the affected Services or to terminate the Contract entirely if all or substantially all Services are affected without liability.

7. Advance Payment Prohibited

No advance payment shall be made for Services furnished by Vendor pursuant to this Contract, unless requested and agreed to by Purchaser.

8. Taxes

- 8.1 Except for taxes or surcharges for which Purchaser has provided a valid Tax Exemption certificate, Purchasers will pay sales and use taxes imposed on the Services acquired hereunder. Vendor must pay all other taxes including, but not limited to, Washington Business and Occupation Tax, other taxes based on Vendor's net income or gross receipts, or personal property taxes levied or assessed on Vendor's personal property. Purchaser, as an agency of Washington State government, is exempt from property tax.
- 8.2 Vendor agrees to complete registration with the Washington State Department of Revenue and assume sole responsibility for payment of all Vendor assessed taxes due under this Contract.
- 8.3 Vendor agrees to assume sole responsibility for all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance, or other expenses for Vendor or Vendor's staff.

9. Invoice and Payment

- 9.1 Vendor agrees to submit, on a monthly basis, properly itemized invoices to the Purchaser's designated billing address.
- a) Vendor account number;
 - b) Vendor name, address, telephone number,;
 - c) Vendor circuit identifier;
 - d) Date(s) that Services were provided;
 - e) Monthly Recurring charges for Service
 - f) Multiplexing charges (if applicable);
 - g) Maintenance or other service charges, if applicable;
 - h) Installation cost (if applicable);
 - i) Applicable taxes and fees;
 - j) Other applicable charges;
 - k) Any service credits, including without limitation Out-of-Service credits issued pursuant to Section 18 hereof;
 - l) Total invoice price;
 - m) Payment terms including any available prompt payment discounts.
- 9.2 Payments shall be due and payable within thirty (30) calendar days after provision and acceptance of Services or thirty (30) calendar days after receipt of properly prepared invoices, whichever is later.
- 9.3 If there are any good faith disputes related to an invoice, Purchaser may pay only the undisputed portion of the invoice on a timely basis and notify Vendor in writing of Purchaser's basis for withholding payment of the disputed amount. Upon receipt of Purchaser's dispute notice, Vendor and Purchase agree to work together in good faith to resolve such dispute in a prompt and mutually acceptable manner. If the dispute is not resolved within ninety (90) days after Vendor's receipt of Purchaser's dispute notice, the parties shall resolve the issue pursuant to the Disputes and Remedies Section.

10. Overpayments to Vendor

Vendor shall apply as credit to Purchaser's impacted account the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' receipt of written notice, to be effective on the next applicable billing period. For those overpayments or erroneous payments which would otherwise require the issuance of credits after the termination of the affected services under this Contract, Vendor agrees to issue a refund in the form of a check.

VENDOR'S RESPONSIBILITIES

11. Authorized Purchasers

ESD 113 and Vendor agree to allow Authorized Purchasers to contract for Service under the same terms and conditions and rates as outlined under this Agreement. Qwest will apply and invoice charges to each Authorized Purchaser individually. During the Term of this Contract, an Authorized Purchaser may sign a separate Participation Agreement to receive the same terms and conditions and rates as outlined under this Contract. The Participation Agreement is attached hereto as Exhibit 1 to this Contract. ESD 113 shall have no liability for the acts or omissions of Authorized Purchasers or for early termination of Authorized Purchasers. ESD 113 will not be responsible for payment obligations of the Authorized Purchasers. The Authorized Purchasers will be Qwest's customer of record for the Services ordered and provided under the Participation Agreement.

12. Vendor Installation Experience

Vendor represents and warrants that Vendor has at least one (1) year of experience providing services substantially similar to those described herein to customers with networks of similar size and complexity to Purchaser's Network.

13. Vendor Implementation and Installation Requirements

13.1 New Circuit orders

For orders placed subsequent to the Effective Date Vendor agrees to provide circuits in a fully operational state on the date specified in the circuit order. Provided, however, that Vendor shall have, at a minimum forty-five (45) days following the submission of a circuit order by Purchasers to provide circuits in a fully operational state.

13.2 Service provided herein may be subject to network infrastructure availability which includes, but is not limited to, facilities such as transmission lines and equipment and may require the expenditure of Vendor capital funds ("Funding") to provide Service to Purchaser. Notwithstanding the above, Vendor shall not be compelled under this agreement to provide Service in locations where adequate network infrastructure does not exist without Funding approval. Such approval shall be granted at Vendor's sole discretion.

13.3 In the event that Vendor is unable to secure funding approval for orders placed subject to Funding requirements, Vendor may present Purchaser with alternate proposals for service, which may include special construction charges or an alternate service period.

14. EDUCATIONAL TRANSPORT SERVICE PERFORMANCE SPECIFICATIONS

Vendor agrees that the Services will materially perform within the transmission specifications of the applicable Telecordia Technical Publication and Qwest Corporation Technical Publication as set forth in the Catalog. Qwest Corporation Technical Publications are available at: <http://www.qwest.com/techpub>

15. Credit for Service Outages.

If Qwest causes a Service interruption, an Out-of-Service credit will be calculated in accordance with the Catalog. Each distinct Service outage will be considered a separate event. Vendor agrees to provide credits for all qualified events occurring during a billing period. The credits will be applied to the billing for the month following the month in which the outage occurred. Award of the credit in no way relieves the Vendor of responsibility to correct the Out-of-Service Condition(s) and does not constitute an exclusive remedy for such Out-of-Service Condition(s). Credits issued pursuant to this Section shall not apply to Out-of-Service Conditions caused by acts or omissions of non-Vendor LEC, except as otherwise provided herein or where such act or omission is within the reasonable control of or at the direction of Vendor.

16. Circuit Administration

All circuits associated with the ESD 113 shall be administered by ESD 113. All other circuits shall be administered by the Authorized Purchaser.

17. Service Repair

17.1 The Vendor agrees to respond to all trouble reports twenty-four (24) hours a day, every day of the calendar year during the Term of this Contract.

17.2 Vendor agrees to maintain at all times during the Term of the Contract, a toll-free trouble reporting number, which is included in Schedule C hereto.

17.3 Problem Escalation Procedure

A copy of Vendor's escalations procedures will be provided upon request to the Account Team or education@qwest.com. It identifies who should be contacted, the order in which the contact should occur, and what additional Vendor resources will be added at each escalation stage of the problem. Names and telephone numbers of the contacts will be included.

18. Service Maintenance

18.1 Maintenance Notification

Excluding Preventative Maintenance/Testing or emergency maintenance to prevent a wider or more disruptive outage, the Vendor agrees to notify the ESD113 Tech Director or his/her designee, as identified herein, at least forty-eight (48) hours in advance of non-standard maintenance or testing that, in any way, may impair Services provided to Purchaser. For Services provided to other Authorized Purchasers, Vendor agrees to provide notice directly to such Purchasers. Such notification shall include date of maintenance, time of maintenance, planned duration of maintenance and purpose of maintenance.

18.2 Scheduling of Preventative Maintenance/Testing

Vendor agrees to schedule preventive maintenance/testing affecting the Service outside the hours of 6:00am to 10:00pm Pacific Time.

18.3 Vendor Repair Log

The Vendor must maintain a repair log listing the date of the repair occurrence, problem found, action taken to resolve the problem, and the total out-of-service time. Only issues affecting the Purchaser's Service need be furnished.

19. Service Installation

19.1 Coordination with Local Telephone Company

Vendor agrees to coordinate with the Local Telephone Company(ies), Interexchange Carriers (IXC), and other transport service providers to connect existing and new circuits to the Service. All coordination pursuant to this Section shall be Vendor's sole responsibility.

19.2 Acquisition of Permits

The Vendor agrees to accept sole responsibility for the acquisition of any required city, county, or state permits.

19.3 Coordination of Installation

Vendor agrees to coordinate Service installation with the Purchaser and conduct installation between the hours of 8:00am and 5:00pm, Pacific Time on business days.

20. Acceptance Testing

At no additional charge, Qwest will, at the Purchaser's request, schedule a mutually agreeable time to cooperatively test the parameters for Service at the time of installation. All test results will be made available to the Purchaser upon request. Additional cooperative acceptance testing is available at an additional charge.

21. Site Security

While on Purchaser's premises, Vendor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

22. No Warranties and Representations

EXCEPT AS EXPRESSLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

23. Protection of Purchaser's Confidential Information

- 23.1 Vendor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of Confidential Information. Vendor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or subcontractors requiring such information, for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchasers' express written consent or as provided by law. Vendor agrees to release such information or material only to employees or subcontractors who have signed a nondisclosure agreement or have an existing agreement with confidentiality terms substantially similar to those contained herein. Vendor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.
- 23.2 Immediately upon expiration or termination of this Contract, Vendor shall, at Purchaser's option: (i) certify to Purchaser that Vendor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Vendor to protect Purchaser's Confidential Information.
- 23.3 Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Vendor through this Contract.
- 23.4 Violation of this Section by Vendor or its subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.
- 23.5 The obligations imposed by this Contract shall not apply to any information that: (a) is already in the possession of, is known to, or is independently developed by Vendor; or (b) is or becomes publicly available through no fault of Vendor; or (c) is obtained by Vendor from a third person without breach by such third person of an obligation of confidence with respect to the Confidential Information disclosed; or (d) is disclosed without restriction by the DISCLOSING PARTY; or (e) is required to be disclosed pursuant to the lawful order of a government agency or disclosure is required by operation of law.

CONTRACT ADMINISTRATION

24. Legal Notices

24.1 Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid certified mail, return receipt requested, or via facsimile, to the parties at the addresses and fax number provided in this Section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing", such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Vendor at: Qwest Corporation Attn: Legal Department 1801 California Street 9 th Floor Denver, CO 80202	To Purchaser at: Educational School District #113 Attn: Tech Director 601 McPhee Road Olympia, WA 98502-5080
Telephone:	If via overnight courier: Same As Above
Fax:	If via U.S. Mail: Same as Above
With copy to: Qwest Corporation Attn: WA GES ED 1600 7 th Ave, 2100 Seattle, WA 98191	Telephone:
Telephone: 206-224-1034	Fax:
Fax: 206 224 8994	

24.2 Notices shall be deemed delivered upon receipt or four (4) Business Days after mailing, whichever is earlier.

The notice address as provided herein may be changed by written notice given as provided above.

24.3 In the event that a subpoena or other legal process commenced by a third-party in any way concerning the Services provided pursuant to this Contract is served upon Vendor or Purchaser, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Vendor and Purchaser agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

25. Vendor Account Manager

Vendor shall appoint an Account Manager for Purchaser's account under this Contract who will provide oversight of Vendor activities conducted hereunder. Vendor's Account Manager will be the principal point of contact for Purchaser concerning Vendor's performance under this Contract.

26. Section Headings, Incorporated Documents and Order of Precedence

26.1 The headings used herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the sections.

26.2 Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

- a) Schedule A, Authorized Services and Catalog
- b) Schedule B, Authorized WIPHE Purchasers
- c) Exhibit 1, Participating Addendum

26.3 In the event of any inconsistency in this Contract, the inconsistency shall be resolved in the following order of precedence:

- a) Applicable federal and state statutes, laws, and regulations
- b) Sections of this Contract
- c) Schedule A, Authorized Services and Catalog
- d) Schedule B, Authorized Purchasers
- e) Exhibit 1, Participating Addendum
- f) All Vendor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Vendor made available to Purchaser and used to effect the sale of Services to Purchaser.

27. Entire Agreement

This Contract, together with any schedules, exhibits or attachments, sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled Vendor Commitments, Warranties and Representations, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

28. Additional Services

Purchaser and Vendor hereby agree that additional Services appropriate to the scope of this Contract may be added to this Contract by an instrument in writing signed by both parties amending Schedule A. Such writing shall include a specific description of the additional Services, pricing and additional terms and conditions as relevant.

29. Authority for Modifications and Amendments

No modification, amendment, alteration, addition, or waiver of any section or condition of this Contract shall be effective or binding unless it is in writing and signed by duly authorized representatives of ESD 113 and Vendor.

30. Independent Status of Vendor

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Vendor shall not make any claims of right, privilege or benefit which would accrue to an employee under chapter 41.06 RCW or Title 51 RCW.

31. Governing Law

This Contract shall be governed in all respects by the law and statutes of the State of Washington without reference to conflict of law principles. The jurisdiction for any action hereunder shall be exclusively in the Superior Court for the State of Washington.

32. Subcontractors

In no event shall the existence of a subcontract operate to release or reduce the liability of Vendor to Purchaser for any breach in the performance of Vendor's duties. For purposes of this Contract, Vendor agrees that all subcontractors shall be held to be agents of Vendor. Vendor shall be liable for any loss or damage to Purchaser, including but not limited to personal injury, physical loss, harassment of Purchaser employee, or violations of the Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, and sections of this Contract occasioned by the acts or omissions of Vendor's subcontractors, their agents or employees. The Patent and Copyright Indemnification, Protection of Purchaser's Confidential Information, and Review of Vendor's Records sections of this Contract shall apply to all subcontractors.

33. Assignment

33.1 With the prior written consent of the Purchaser, which consent shall not be unreasonably withheld, Vendor may assign this Contract including the proceeds hereof, provided that such assignment shall not operate to relieve Vendor of any of its duties and obligations hereunder, nor shall such assignment affect any remedies available to Purchaser that may arise from any breach of the sections of this Contract, or warranties made herein including but not limited to, rights of setoff.

Notwithstanding the foregoing, Vendor may assign this agreement without the prior written consent of Purchaser to vendor Affiliate at any time, or if mandated by any federal governmental agency.

33.2 Purchaser may assign the Contract, upon prior written notice to Vendor, to any public agency, commission, board, or the like, within the political boundaries of the State of Washington.

34. Publicity

34.1 The award of this Contract to Vendor is not in any way an endorsement of Vendor or Vendor's Services by Purchasers and shall not be so construed by Vendor in any advertising or other publicity materials.

34.2 Purchaser and Vendor each agree to submit to the other, all advertising, sales promotion, and other publicity materials relating to this Contract and Services wherein either Party's name is mentioned, language is used, or Internet links are provided from which the connection of Party's name therewith may, in other Party's judgment, be inferred or implied. Purchaser and Vendor further agree not to publish or use such advertising, sales promotion materials, publicity or the like through print, voice, the World Wide Web, and other communication media in existence or hereinafter developed without the express written consent of the other Party prior to such use.

34.3 Nothing contained in this Section shall be construed to apply to the following:

- a) communications among Purchasers or to communications between Purchasers and ESD 113; and
- b) posting by Purchaser of a copy of this Contract on its website together with a notation identifying Vendor as a supplier of the Services.

35. Review of Vendor's Records

35.1 Vendor and subcontractors shall maintain books, records, documents and other evidence relating to this Contract, including but not limited to Minority and Women's Business Enterprise participation, protection and use of Purchaser's Confidential Information, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature invoiced in the performance of this Contract.

35.2 All such records shall be subject at reasonable times and upon prior notice to examination, inspection, copying, or audit by personnel so authorized by the Purchaser and federal officials so authorized by law, rule, regulation or contract, when applicable, at no additional cost to the State.

35.3 It is agreed that books, records, documents, and other evidence of accounting procedures and practices related to Vendor's cost structure, including overhead, general and administrative expenses, and profit factors shall be excluded from Purchaser's review unless the cost or any other material issue under this Contract is calculated or derived from these factors.

GENERAL PROVISIONS

36. Patent and Copyright Indemnification

36.1 Vendor, at its expense, shall defend, indemnify, and save Purchasers harmless from and against any claims against Purchaser that any Services supplied hereunder, or Purchasers' use of the Services within the terms of this Contract, infringe any United States patent, copyright, utility model, industrial design, mask work, trade secret, trademark, or other similar proprietary right of a third party. Vendor shall pay resulting in penalties, costs, damages and attorneys' fees finally awarded provided that Purchasers:

a) Promptly notify Vendor in writing of the claim, but Purchasers' failure to provide timely notice shall only relieve Vendor from its indemnification obligations if and to the extent such late notice prejudiced the defense or resulted in increased expense or loss to Vendor; and

b) Cooperates with and agrees to use its best efforts to encourage the Office of the Attorney General of Washington to grant Vendor sole control of the defense and all related settlement negotiations.

36.1.1 Vendor will pay all costs of such defense and settlement and any costs and damages awarded by a court or incurred by Purchasers. If such claim has occurred, or in Vendor's opinion is likely to occur, Purchasers agree to permit Vendor, at its option and expense, either to procure for Purchasers the right to continue using the Services or to replace or modify the same so that they become non-infringing and functionally equivalent.

37. Save Harmless

Vendor shall defend, indemnify, and save Purchasers harmless from and against any claims, including reasonable attorneys' fees resulting from such claims, by third parties for any or all injuries to persons or damage to property of such third parties arising from intentional, willful or negligent acts or omissions of Vendor, its officers, employees, or agents or subcontractors, their officers, employees or agents. Vendor's obligation to defend, indemnify, and save Purchaser harmless shall not be eliminated or reduced by any alleged concurrent Purchaser negligence.

38. Industrial Insurance Coverage

Prior to performing work under this Contract, Vendor shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. Except as prohibited by law, Vendor waives all rights of subrogation against Purchaser for recovery of damages by Purchaser to the extent they are covered by workers compensation or other insurance required to be purchased by Vendor under this Contract. Purchaser will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Vendor, or any subcontractor or employee of Vendor, which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

39. Licensing Standards

Vendor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standard necessary in the performance of this Contract. (See, for example, Chapter 19.02 RCW for state licensing requirements and definitions.

40. Antitrust Violations

Vendor and Purchaser recognize that, in actual economic practice, overcharges resulting from antitrust violations are usually borne by Purchasers. Therefore, Vendor hereby assigns to Purchaser any and all claims for such overcharges as to goods and Services purchased in connection with this Contract, except as to overcharges not passed on to Purchasers resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Price under this Contract.

41. Compliance with Civil Rights Laws

During the performance of this Contract, Vendor shall comply with all federal and applicable state nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. 12010 et seq.; the Americans with disabilities Act (ADA); and Title 49.60 RCW, Washington Law Against Discrimination. In the event of Vendor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part under the Termination for Default sections, and Vendor may be declared ineligible for further contracts with Purchaser.

42. Severability

If any term or condition of this Contract or the application thereof is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Contract are declared severable.

43. Waiver

Waiver of any breach of any term or condition of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written instrument signed by the parties.

44. Treatment of Assets

44.1 Nothing contained in this Contract shall be construed to transfer title to any property furnished by Purchasers.

44.2 Any Purchaser property furnished to Vendor shall, unless otherwise provided herein or approved by Purchaser, be used only for the performance of this Contract.

44.3 Vendor shall be responsible for any loss of or damage to property of Purchasers that results from vendor's negligence or that results from Vendor's failure to maintain and administer that property in accordance with sound management practices.

44.4 Upon loss or destruction of, or damage to any Purchaser property, Vendor shall notify Purchasers thereof and shall take all reasonable steps to protect that property from further damage.

44.5 Vendor shall surrender to Purchasers all Purchaser property prior to settlement upon completion, termination, or cancellation of this Contract.

44.6 All reference to Vendor under this Section shall also include Vendor's employees, agents, or subcontractors.

45. Vendor's Proprietary Information

Vendor acknowledges that Purchasers are subject to Chapter 42.17 RCW and that this Contract shall be a public record as defined in Chapter 42.17 RCW. Any specific information that is claimed by Vendor to be Proprietary Information must be clearly identified as such by Vendor. To the extent consistent with Chapter 42.17 RCW, Purchaser shall maintain the confidentiality of all such information marked Proprietary Information. If a public disclosure request is made to view Vendor's Proprietary Information, Purchasers will notify Vendor of the request and of the date that such records will be released to the requester unless Vendor obtains a court order from a court of competent jurisdiction enjoining that disclosure. If Vendor fails to obtain the court order enjoining disclosure, Purchasers will release the requested information on the date specified.

DISPUTES AND REMEDIES

46. Disputes

In the event a dispute arises under this Contract, it shall be handled by a Dispute Resolution Panel in the following manner. Each party to this Contract shall appoint one member to the Panel. These two appointed members shall jointly appoint an additional member. The Dispute Resolution Panel shall review the facts, Contract terms and applicable statutes and rules and make a determination of the dispute as quickly as reasonably possible. The determination of the Dispute Resolution Panel shall be final and binding on the parties hereto. Purchaser and Vendor agree that the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

- 46.1 In the event a bona fide dispute concerning a question of fact arises between Purchaser and Vendor and it cannot be resolved between the parties, either party may initiate the dispute resolution procedure provided herein.
- 46.2 The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) business days. The initiating party shall have three (3) business days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) business days to negotiate in good faith to resolve the dispute.
- a) If the dispute cannot be resolved after three (3) business days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) business days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) business days.
 - b) The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.
 - c) Each party shall bear the cost for its panel member and share equally the cost of the third panel member.
- 46.3 Both parties agree to be bound by the determination of the Dispute Resolution Panel.
- 46.4 Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.
- 46.5 Purchaser and Vendor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.
- 46.6 If the subject of the dispute is the amount due and payable by Purchaser for Services being provided by Vendor, Vendor shall continue providing Services pending resolution of the dispute provided Purchasers pay Vendor the amount Purchasers, in good faith, believes is due and payable, and places in escrow the difference between each amount and the amount Vendor, in good faith, believes is due and payable.

47. Attorneys' Fees and Costs

- 47.1 If any litigation is brought to enforce any term, condition, or section of this Contract, or as a resolute of this Contract in any way, the prevailing party shall be awarded its reasonable attorneys' fees together with expenses and costs incurred with such litigation, including necessary fees, costs, and expenses for services rendered at both trial and appellate levels, as well as subsequent to judgment in obtaining execution thereof.
- 47.2 In the event that the parties engage in arbitration, mediation, or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

48. Non-Exclusive Remedies

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available at law or equity.

If Vendor fails to perform any substantial obligation under this Contract, Purchaser shall give Vendor written notice of such Failure to Perform. If after thirty (30) calendar days from the date of the written notice Vendor still has not performed, then Purchaser may withhold all monies due and payable to Vendor, without penalty to Purchaser, until such Failure to Perform is cured or otherwise resolved.

50. Limitation of Liability

50.1 The parties agree that neither Vendor nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incident, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on United States patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth in Section 42 of this Contract. This Section does not modify any sections regarding any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default, and Review of Vendor's Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

50.2 Neither Vendor nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of either Vendor or Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of Vendor, Purchaser, or their respective subcontractors.

50.3 If delays are caused by a subcontractor without its fault or negligence, Vendor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Vendor to meet its required performance schedule.

50.4 Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

CONTRACT TERMINATION

51. Termination for Default

51.1 If either Purchaser or Vendor violates any material term or condition of this Contract or fails to fulfill in a timely and proper manner its obligations under this Contract, then the aggrieved party shall give the other party written notice of such failure or violation. The responsible party will correct the violation or failure within thirty (30) calendar days or as otherwise mutually agreed in writing. If the failure or violation is not corrected, this Contract may be terminated immediately by written notice from the aggrieved party to the other party. The option to terminate shall be at the sole discretion of the aggrieved party. Purchaser reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit Vendor from incurring additional obligations of funds during investigation of any alleged Vendor compliance breach and pending corrective action by Vendor or a decision by Purchaser to terminate the Contract.

51.2 This section shall not apply to any failure(s) to perform that results from the willful or negligent acts or omissions of the aggrieved party.

52. Termination for Withdrawal of Authority

In the event that Purchaser or Authorized Purchasers' authority to perform any of their duties is withdrawn, reduced or limited in any way after the commencement of this Contract and prior to normal completion, Purchaser may terminate this Contract or individual circuits in Service under this Contract without penalty upon thirty (30) days prior written notice. This Section shall not be construed to permit Purchaser to terminate this Contract in order to acquire similar Services from a third party. If this Contract is terminated pursuant to this Section, Purchaser is liable only for payments required by the terms of this Contract for Services received and accepted by Purchaser prior to the effective date of termination.

53. Termination for Non-Allocation of Funds

If funds are not allocated to Purchaser or Eligible Purchaser(s) to continue this Contract in any future period, Purchaser may terminate this Contract or Purchasers may terminate individual circuits in Service under this Contract. Neither Purchaser, nor Eligible Purchaser(s) will be obligated to pay any further charges for Services including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. Purchaser agrees to notify Vendor in writing of such non-allocation at the earliest possible time. No penalty shall accrue to Purchaser or Eligible Purchaser(s) in the event this Section shall be exercised. This Section shall not be construed to permit Purchaser or Eligible Purchaser(s) to terminate this Contract in order to acquire similar Services from a third party. If this Contract is terminated pursuant to this Section, Eligible Purchaser(s) shall be liable only for payments required by the terms of this Contract for Services received and accepted by Eligible Purchaser prior to the effective date of termination.

6/22/09	2	none	More Info...	Edit Class	PAEOP Tech Series: Publisher: Publication Design	Register Now
6/8/09	Clock Hours: 1.5	Credits Offered: none	More Info...	Edit Class	PAEOP Tech Series: GroupWiser	Register Now
6/1/09	Clock Hours: 2	Credits Offered: none	More Info...	Edit Class	PAEOP Tech Series: Word Charts and Graphs	Register Now
5/19/09	Clock Hours: 1.5	Credits Offered: none	More Info...	Edit Class	PAEOP Tech Series: PDF Creator and Adobe PDF	Register Now
5/18/09	Clock Hours: 1.5	Credits Offered: none	More Info...	Edit Class	PAEOP Tech Series: Excel Intermediate	Register Now
5/11/09 - 5/14/09	Clock Hours: 3	Credits Offered: none	More Info...	Edit Class	CPI - Crisis Prevention Intervention	Register Now
5/6/09 - 5/7/09	Clock Hours: 8	Credits Offered: none	More Info...	Edit Class	PAEOP Tech Series: Word Letters and Letterheads	Register Now
5/4/09	Clock Hours: 1.5	Credits Offered: none	More Info...	Edit Class	PAEOP Tech Series: Word Tables	Register Now
4/30/09	Clock Hours: 1.5	Credits Offered: none	More Info...	Edit Class	Networking Forum: By Invitation Only	Register Now

54. Termination for Conflict of Interest

Purchaser may terminate this Contract by written notice to Vendor if Purchaser determines, after due notice and examination, that any party has violated Chapter 42.52 RCW, or any other laws regarding ethics in public acquisitions and procurement and performance of Contracts. In the event this Contract is so terminated, Purchaser shall be entitled to pursue the same remedies against Vendor as it could pursue in the event Vendor breaches this Contract.

55. Termination Procedure

55.1 In addition to the procedures set forth below, if ESD113 terminates this Contract, Vendor shall follow any procedures Purchaser specifies in Purchaser's Notice of Termination.

55.2 Unless otherwise provided herein, Purchaser shall pay to Vendor the agreed upon price, if separately stated, for the Services received by Purchaser, provided: that in no event shall Purchaser pay to Vendor an amount greater than Vendor would have been entitled to if this Contract had not been terminated. Failure to agree with such determination shall be a dispute within the meaning of the Disputes section of this Contract. Purchaser may withhold from any amounts due Vendor such sum as Purchaser determines to be necessary to protect Purchaser from potential loss or liability.

55.3 Vendor shall pay amounts due Purchaser as the result of termination within thirty (30) calendar days of notice of the amounts due.

56. Covenant Against Contingent Fees

56.1 Vendor represents and warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Vendor.

56.2 In the event Vendor breaches this Section, Purchaser shall have the right to either annul this Contract without liability to Purchaser or, in Purchaser's discretion, deduct from payments due to Vendor, or otherwise recover from Vendor, the full amount of such commission, percentage, brokerage, or contingent fee.

CONTRACT EXECUTION

57. Authority to Bind

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

Educational Services District 113

By: [Signature]
Name: Paul Keim
Title: Superintendent
Date: 11/14/06

Qwest Corporation

By: [Signature]
Name: Jason Butler
Title: Offer Management
Date: 11/31/2006

SCHEDULE A
 AUTHORIZED SERVICES AND PRICE LIST

AS OF THE EFFECTIVE DATE
 FOR
 CONTRACT NO.
 WITH
 QWEST CORPORATION

Qwest Corporation is authorized to provide the Services Statewide at the Prices set forth in this Schedule A under this Contract. Where Services are implemented at the locations and in the manner specified in Table A-1, prices shall be as listed therein.

Qwest DS1 Rates

Monthly Charges -

Channel Termination: \$ 87.98
 Mux: \$187.20
 COCC \$3.00

Transport Mileage:	Fixed	Per Mile
1 thru 8 Miles	\$59.09	\$1.63
9 thru 25 Miles	\$59.38	\$2.29
26 thru 50 Miles	\$59.85	\$2.12
Over 50 Miles	\$61.94	\$2.29

Non-Recurring Charges:

\$340.00 - Per channel termination or Central Office Connecting Channel (COCC)

\$0.00 - CO Mux

\$30.00 - COCC

*Non-Recurring Charge applies to Transport Mileage when installed without a Channel Term USOC, and **must be manually rated.**

Notes:

Subsequent purchases using this pricing is contingent upon available facilities. Additionally, any required special construction charges will be borne by the customer.

Qwest DS3 Rates

Monthly Charges -

Channel Termination: \$ 820.80

Mux: \$228.76

COCC \$7.60

Transport Mileage:	Fixed	Per Mile
1 thru 8 Miles	\$378.18	\$32.80
9 thru 25 Miles	\$380.00	\$22.50
26 thru 50 Miles	\$383.04	\$32.70
Over 50 Miles	\$396.42	\$37.06

Non-Recurring Charges:

\$545.00 – Per channel termination or Central Office Connecting Channel (COCC)

\$605.00 – Interoffice Mileage

\$355.00 - CO Mux

Notes:

Subsequent purchases using this pricing is contingent upon available facilities. Additionally, any required special construction charges will be borne by the customer.

Qwest Synchronous Service Transport (SST)

Qwest SST OC3 Rates

	<u>Monthly Charges -</u>		<u>Non-Recurring Charges:</u>
CO NODE		\$1,240	\$0
REMOTE CO NODE		\$280	\$0
CO DS1 PORT		\$8	\$0
CO DS3 PORT		\$56	\$0
DS3 VT Mux Port		\$280	\$0
CO STS1 PORT		\$95	\$0
STS1 VT Mux Port		\$330	\$0
COCC		\$10	\$0
PORT TO PORT		\$10	\$0
REMOTE NODE		\$656	\$0
REMOTE DS1 PORT		\$8	\$0
REMOTE DS3 PORT		\$50	\$0
REMOTE STS1 PORT		\$100	\$0
DS3 CO MUX NRC		\$229	\$355
SHARP		\$600	313
<u>Transport Mileage:</u>	<u>Fixed</u>	<u>Per Mile</u>	<u>NRC Fixed</u>
1 thru 8 Miles	\$488.00	\$75.00	\$491
9 thru 25 Miles	\$488.00	\$80.00	\$491
26 thru 50 Miles	\$610.00	\$89.00	\$491
Over 50 Miles	\$710.00	\$98.00	\$491

Qwest SST OC12 Rates

	<u>Monthly Charges -</u>		<u>Non-Recurring Charges:</u>
CO NODE		\$2,934	\$0
REMOTE CO NODE		\$840	\$0
CO DS1 PORTS		\$20	\$0
CO DS3 PORT		\$39	\$0
DS3 VT Mux Port		\$280	\$0
CO STS1 PORT		\$70	\$0
STS1 VT Mux Port		\$330	\$0
CO OC3 PORT		\$84	\$0
COCC		\$10	\$0
PORT TO PORT		\$10	\$0
REMOTE NODE		\$2,313	\$0
REMOTE DS1 PORT		\$20	\$0
REMOTE DS3 PORT		\$33	\$0
REMOTE STS1 PORT		\$70	\$0
REMOTE OC3 PORT		\$87	\$0
OC3 CO MUX		\$400	\$0
DS3 CO MUX		\$286	\$355
SHARP		\$600	\$313
<u>Transport Mileage:</u>	<u>Fixed</u>	<u>Per Mile</u>	<u>NRC Fixed</u>
1 thru 8 Miles	\$1,575.00	\$211.00	\$491
9 thru 25 Miles	\$1,575.00	\$236.00	\$491
26 thru 50 Miles	\$2,250.00	\$236.00	\$491
Over 50 Miles	\$2,625.00	\$236.00	\$491

Qwest SST OC24 Rates

	<u>Monthly Charges -</u>		<u>Non-Recurring Charges:</u>
CO NODE		\$5,200	\$0
REMOTE CO NODE		\$1,520	\$0
CO DS3 PORT		\$42	\$0
CO STS1 PORT		\$45	\$0
CO OC3 PORT		\$192	\$0
CO OC12 PORT		\$640	\$0
COCC		\$10	\$0
PORT TO PORT		\$10	\$0
REMOTE NODE		\$4,480	\$0
REMOTE DS3 PORT		\$28	\$0
REMOTE STS1 PORT		\$45	\$0
REMOTE OC3 PORT		\$152	\$0
REMOTE OC12 PORT		\$684	\$0
OC3 CO MUX		\$400	\$0
DS3 CO MUX		\$286	\$355
SHARP		\$600	\$313
<u>Transport Mileage:</u>	<u>Fixed</u>	<u>Per Mile</u>	<u>NRC Fixed</u>
1 thru 8 Miles	\$2,760.00	\$360.00	\$491
9 thru 25 Miles	\$2,760.00	\$360.00	\$491
26 thru 50 Miles	\$4,200.00	\$360.00	\$491
Over 50 Miles	\$4,900.00	\$440.00	\$491

Qwest SST OC48 Rates

	<u>Monthly Charges -</u>		<u>Non-Recurring Charges:</u>
CO NODE		\$8,744	\$0
REMOTE CO NODE		\$2,800	\$0
CO DS3 PORT		\$55	\$0
CO STS1 PORT		\$45	\$0
CO OC3 PORT		\$145	\$0
CO OC12 PORT		\$640	\$0
COCC		\$10	\$0
PORT TO PORT		\$10	\$0
REMOTE NODE		\$8,160	\$0
REMOTE DS3 PORT		\$23	\$0
REMOTE STS1 PORT		\$45	\$0
REMOTE OC3 PORT		\$61	\$0
REMOTE OC12 PORT		\$684	\$0
OC3 CO MUX		\$400	\$0
DS3 CO MUX		\$286	\$355
SHARP		\$600	\$313
<u>Transport Mileage:</u>	<u>Fixed</u>	<u>Per Mile</u>	<u>NRC Fixed</u>
1 thru 8 Miles	\$4,410.00	\$413.00	\$491
9 thru 25 Miles	\$4,410.00	\$413.00	\$491
26 thru 50 Miles	\$6,141.00	\$413.00	\$491
Over 50 Miles	\$7,275.00	\$488.00	\$491

Notes:

Additional SST services at these and other locations will need to be priced on an Individual Case Basis (ICB).

Subsequent purchases using this pricing is contingent upon available facilities. Additionally, any required special construction charges will be borne by the customer.

Qwest Metro Optical Ethernet Rates

Port Interface				1	1	1	2	2	2	3	3	3
	Month to Month			12 Month			36 Month			60 Month		
Element	USOC	MRC	NRC	USOC	MRC	NRC	USOC	MRC	NRC	USOC	MRC	NRC
10/100 Mbps Port	PO4SX	\$0.00	\$600.00	PO4S1	\$0.00	\$600.00	PO4S3	\$0.00	\$600.00	PO4S5	\$0.00	\$600.00
1000 Mbps Port	PO4UX	\$0.00	\$1,200.00	PO4U1	\$0.00	\$1,200.00	PO4U3	\$0.00	\$1,200.00	PO4U5	\$0.00	\$1,200.00
<i>Bandwidth Profiles available on 10/100 Ports</i>												
	Month to Month			12 Month			36 Month			60 Month		
Element	USOC	MRC	NRC	USOC	MRC	NRC	USOC	MRC	NRC	USOC	MRC	NRC
5 Mbps Bandwidth Profile	BP4AX	\$800.00	\$0.00	BP4A1	\$760.00	\$0.00	BP4A3	\$680.00	\$0.00	BP4A5	\$640.00	\$0.00
10 Mbps Bandwidth Profile	BP4BX	\$900.00	\$0.00	BP4B1	\$855.00	\$0.00	BP4B3	\$765.00	\$0.00	BP4B5	\$720.00	\$0.00
20 Mbps Bandwidth Profile	BP4CX	\$967.00	\$0.00	BP4C1	\$918.70	\$0.00	BP4C3	\$822.00	\$0.00	BP4C5	\$773.60	\$0.00
30 Mbps Bandwidth Profile	BP4DX	\$1,034.00	\$0.00	BP4D1	\$982.30	\$0.00	BP4D3	\$878.90	\$0.00	BP4D5	\$827.20	\$0.00
40 Mbps Bandwidth Profile	BP4EX	\$1,101.00	\$0.00	BP4E1	\$1,046.00	\$0.00	BP4E3	\$935.90	\$0.00	BP4E5	\$880.80	\$0.00
50 Mbps Bandwidth Profile	BP4FX	\$1,168.00	\$0.00	BP4F1	\$1,109.60	\$0.00	BP4F3	\$992.80	\$0.00	BP4F5	\$934.40	\$0.00
60 Mbps Bandwidth Profile	BP4GX	\$1,235.00	\$0.00	BP4G1	\$1,173.30	\$0.00	BP4G3	\$1,049.80	\$0.00	BP4G5	\$988.00	\$0.00
70 Mbps Bandwidth Profile	BP4HX	\$1,302.00	\$0.00	BP4H1	\$1,236.90	\$0.00	BP4H3	\$1,106.70	\$0.00	BP4H5	\$1,041.60	\$0.00
80 Mbps Bandwidth Profile	BP4JX	\$1,369.00	\$0.00	BP4J1	\$1,300.60	\$0.00	BP4J3	\$1,163.70	\$0.00	BP4J5	\$1,095.20	\$0.00
90 Mbps Bandwidth Profile	BP4KX	\$1,436.00	\$0.00	BP4K1	\$1,364.20	\$0.00	BP4K3	\$1,220.60	\$0.00	BP4K5	\$1,148.80	\$0.00
100 Mbps Bandwidth Profile	BP4LX	\$1,500.00	\$0.00	BP4L1	\$1,425.00	\$0.00	BP4L3	\$1,275.00	\$0.00	BP4L5	\$1,200.00	\$0.00
<i>Bandwidth Profiles available on 1000 Ports</i>												
	Month to Month			12 Month			36 Month			60 Month		
Element	USOC	MRC	NRC	USOC	MRC	NRC	USOC	MRC	NRC	USOC	MRC	NRC
100 Mbps Bandwidth Profile	BP4LX	\$1,500.00	\$0.00	BP4L1	\$1,425.00	\$0.00	BP4L3	\$1,275.00	\$0.00	BP4L5	\$1,200.00	\$0.00
200 Mbps Bandwidth Profile	BP4MX	\$2,089.00	\$0.00	BP4M1	\$1,984.60	\$0.00	BP4M3	\$1,775.70	\$0.00	BP4M5	\$1,671.20	\$0.00
300 Mbps Bandwidth Profile	BP4NX	\$2,678.00	\$0.00	BP4N1	\$2,544.10	\$0.00	BP4N3	\$2,276.30	\$0.00	BP4N5	\$2,142.40	\$0.00
400 Mbps Bandwidth Profile	BP4OX	\$3,267.00	\$0.00	BP4O1	\$3,103.70	\$0.00	BP4O3	\$2,777.00	\$0.00	BP4O5	\$2,613.60	\$0.00
500 Mbps Bandwidth Profile	BP4PX	\$3,856.00	\$0.00	BP4P1	\$3,663.20	\$0.00	BP4P3	\$3,277.60	\$0.00	BP4P5	\$3,084.80	\$0.00
600 Mbps Bandwidth Profile	BP4QX	\$4,445.00	\$0.00	BP4Q1	\$4,222.80	\$0.00	BP4Q3	\$3,778.30	\$0.00	BP4Q5	\$3,556.00	\$0.00
700 Mbps Bandwidth Profile	BP4RX	\$5,034.00	\$0.00	BP4R1	\$4,782.30	\$0.00	BP4R3	\$4,278.90	\$0.00	BP4R5	\$4,027.20	\$0.00
800 Mbps Bandwidth Profile	BP4SX	\$5,623.00	\$0.00	BP4S1	\$5,341.90	\$0.00	BP4S3	\$4,779.60	\$0.00	BP4S5	\$4,498.40	\$0.00
900 Mbps Bandwidth Profile	BP4TX	\$6,212.00	\$0.00	BP4T1	\$5,901.40	\$0.00	BP4T3	\$5,280.20	\$0.00	BP4T5	\$4,969.60	\$0.00
1 Gbps Bandwidth Profile	BP4UX	\$6,800.00	\$0.00	BP4U1	\$6,460.00	\$0.00	BP4U3	\$5,780.00	\$0.00	BP4U5	\$5,440.00	\$0.00

Notes:

Subsequent purchases using this pricing is contingent upon available facilities. Additionally, any required special construction charges will be borne by the customer.

Minimum 1-year commitment required. Early termination charges may apply. Rates vary depending on speed and term commitment selected.

Installation charge may apply. Additional equipment may be required.

Qwest GeoMax Rates

Element	MRC - 3 Yr	MRC - 5 Yr	NRC
Network Access Channel	\$ 225.00	\$ 200.00	\$250.00
Premises Node	\$4,800.00	\$4,320.00	
CO Node	\$3,800.00	\$3,420.00	
Additional Shelf	\$2,700.00	\$2,430.00	
Optical Amp Node	\$2,800.00	\$2,600.00	
Interoffice Mileage	\$ 235.00	\$ 235.00	
Gigabit Ethernet Port	\$ 700.00	\$ 675.00	\$500.00
Fast Ethernet Port	\$ 368.00	\$ 350.00	\$500.00

Notes:

Subsequent purchases using this pricing is contingent upon available facilities. Additionally, any required special construction charges will be borne by the customer.

SCHEDULE B
Authorized Purchasers and Locations

Vendor may provide Services on a statewide basis to the Purchasers listed in this Schedule B.

WIPHE MEMBERS

Four Year Institutions:

Central Washington University, Ellensburg
Eastern Washington University, Cheney
The Evergreen State College, Olympia

University of Washington, Seattle
Washington State University, Pullman
Western Washington University, Bellingham

Community and Technical Colleges:

Bates Technical College, Tacoma
Bellevue Community College, Bellevue
Bellingham Technical College, Bellingham
Big Bend Community College, Moses Lake
Cascadia Community College, Bothell
Clark College, Vancouver
Clover Park Technical College, Lakewood
Edmonds Community College, Edmonds
Everett Community College, Everett
Grays Harbor College, Aberdeen
Green River Community College, Auburn
Highline Community College, Des Moines
Lake Washington Technical Col., Kirkland
Lower Columbia College, Longview

Olympic College, Bremerton
Pierce College, Lakewood
Peninsula College, Port Angeles
Renton Technical College, Renton
Seattle Community Colleges, Seattle
Skagit Valley College, Mt. Vernon
South Puget Sound Community Col., Olympia
Tacoma Community College, Tacoma
Walla Walla Community College, Walla Walla
Wenatchee Valley College, Wenatchee
Whatcom Community College, Bellingham
Yakima Valley Community College, Yakima
State Board for Community & Technical Colleges, Olympia

- Indicates the committed participants

All Public School Districts in the State of Washington

All Tribal Schools in the State of Washington

All Private not for profit Schools in the State of Washington

All Private and Public Baccalaureates in the State of Washington

Puyallup SD ETS DSI (WA54017) /
OC3 (WA54019) contract for
07/2007 - 6/30/2012

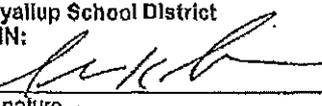
**PARTICIPATING ADDENDUM
BETWEEN
Puyallup School District
AND
QWEST COMMUNICATIONS CORPORATION**

The undersigned hereby represents, acknowledges, and agrees as follows:

1. The undersigned represents that it is a public school district, a not-for-profit private school, a public community college, a public technical college, a public baccalaureate college or university, a private not-for-profit college or university, a tribal school located in the State of Washington, or is a member of the Washington Institutions of Public Higher Education (WIPHE); and, as such, it is qualified to purchase Qwest private line transport ("Service(s)") pursuant to the terms and conditions of the Qwest Corporation, Educational Transport Services Contract, OMR: 1115080/Content ID: 192895, executed on or about November 14, 2006 by and between Qwest Corporation ("Qwest") and the Educational Services District 113, as amended, including its Exhibits and Attachments (hereafter the "Underlying Contract").
2. The undersigned ("Purchaser") is executing this Participation Agreement for the purpose of purchasing Service from Qwest pursuant to the Qwest Underlying Contract. Purchaser will be subject to all terms and conditions of this Participation Agreement and the Underlying Contract. Purchaser will be responsible for any and all use of Services under this Participation Agreement and the Underlying Contract, including but not limited to responsibility for payment obligations. Purchaser will be Qwest's customer of record for the Services provided under this Participation Agreement and the Underlying Contract.
3. **DESCRIPTION OF SERVICES.** Qwest will provide to Purchaser the Services as set forth in the Underlying Contract and on the Attachment 1, Service Locations, attached hereto and incorporated by reference (the "Services"). To the extent Services are tariffed, and where such terms and conditions of the Qwest applicable tariffs do not conflict with the Underlying Contract, the provisions of the tariff will apply and, in such cases, references in this Agreement to Service Schedule(s) will instead be deemed to refer to the applicable tariff.
4. **TERM.** This Participation Agreement is effective as of the latest signature date below ("Effective Date") and ends upon expiration of the last-to-expire Service ordered hereunder.
5. **PRIMARY CONTACT.** The primary Purchaser contact individual for this Participation Agreement is as follows:
Roy Knox, Puyallup School District, 302 2nd St SE, Puyallup, Wa 98372
6. This Participation Agreement and the Underlying Contract set forth the entire agreement between the parties and supersede all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participation Agreement and the Underlying Contract will not be added to or incorporated into this Participation Agreement or the Underlying Contract, by any subsequent purchase order or otherwise and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participation Agreement and the Underlying Contract will prevail and govern in the case of any such inconsistent or additional terms.

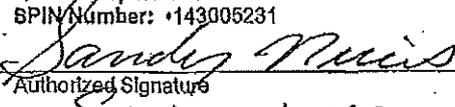
IN WITNESS WHEREOF, the parties have executed this Participation Agreement as of the date of execution by both parties below.

Customer: Puyallup School District
Customer's EIN: _____



Authorized Signature
Shaun Taylor
Name Typed or Printed
Executive Director of Business Services
Title
2/1/07
Date

Qwest Corporation
SPIN Number: 143005231



Authorized Signature
SANDY NIVAS
Name Typed or Printed
SALES MANAGER
Title
2-2-07
Date

Address for Notices:

Address for Notices:
Qwest Corporation
1801 California Street, 9th Floor
Denver, Colorado 80202
Attn: Legal Department

