

AMENDED

SPECIAL EDUCATION

Capital Kids Occupational Therapy, Inc. S21-00061	3/18/21 – 6/30/21: Approve new master contract with Capital Kids Occupational Therapy for Non-Public Agency (NPA) services. NPA services include Speech and Language Pathology, Occupational Therapy, Physical Therapy, Music Therapy, aides, and nurses for services that are identified on Individual Education Plans (IEPs). When the District is not able to provide services via District employees, the use of contract agencies is necessary to ensure that we comply with state and federal law that govern special education.	\$4,400 Special Education Funds
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New Contract:
 Yes
 No

TECHNOLOGY SERVICES

Zayo Group, LLC RFP 21-04	7/1/21 – 6/30/26: The District issued RFP 21-04, Leased Dark Fiber for E-Rate Year 24 to provide a fiber connection between the district Warehouse and the Nutrition building to provide data network access. The selection advisory committee determined that Zayo Group offered the best value to the District between the two proposals received. Services will be billed at \$200 a month for a term of 5 years. 85% of the cost will be paid by the E-Rate program and the District is responsible for the remaining 15%.	\$10,200 E-Rate Funds \$1,800 General Fund Total: \$12,000
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New Contract:
 Yes
 No

CDW Government RFP 21-05	7/1/21 – Completion of Services: The District issued RFP 21-05, Firewall Appliance and Support for E-Rate Year 24 for firewall equipment and services to better secure the District's network between the Serna Center and all sites and the Sacramento County Office of Education due to additional student devices required for distance learning. The selection advisory committee determined that CDW Government offered the best value to the District between the two proposals received. 85% of the eligible costs will be paid by the E-Rate program and the District is responsible for the remaining 15% plus the full cost of any ineligible products. E-Rate considers redundant products and filtering solutions ineligible.	\$192,169 E-Rate Funds \$591,193 CARES Funds Total: \$783,362
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New Contract:
 Yes
 No

AMS.net RFP 21-06	7/1/21 – Completion of Services: The District issued RFP 21-06, Category Two Equipment for E-Rate Year 24 for networking equipment including outdoor wireless access points and related equipment, software, and service at Earl Warren, John Cabrillo, Leataata Floyd, Luther Burbank, Mark Twain, Oak Ridge, Rosemont, Sequoia, Success Academy and Sutterville, which are having additional network cabling installed as well, in an effort to increase network coverage and bandwidth to all learning spaces on the campuses. The selection advisory committee determined that AMS.net offered the best value to the District between the four proposals received. 85% of the cost will be paid by the E-Rate program and the District is responsible for the remaining 15%.	\$146,750 E-Rate Funds \$25,897 CARES Funds Total: \$172,647
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New Contract:
 Yes
 No



Business Services

Contracts Office

5735 47th Avenue, Sacramento, CA 95824
(916) 643-2464

Jorge Aguilar, Superintendent
Rose Ramos, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School District's RFP 21-04 for LEASED DARK FIBER, (Name of Company) Zayo Group's response to RFP 21-04, dated (mm/dd/yyyy) January 28, 2021, (Name of Company) Zayo Group will provide the equipment and services per RFP 21-04 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) Zayo Group and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2021 (Year 24), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

Zayo

(Name of Company)

Authorized Representative Signature

DocuSigned by:



41D00752BB1640B...

Authorized Representative Signature

January 28, 2021

Date

Date

Rose Ramos

Dan Stoll

Name

Chief Business Officer

Title

5735 47th Avenue Sacramento, CA 95824

Address

Rose-f-ramos@scusd.edu

Email

916-643-9055

Phone

Name

SVP Zayo Networks West

Title

1805 29th Street, Boulder, CO 80301

Address

dan.stoll@zayo.com

Email

408.758.7205

Phone



Cost Proposal

RFP 21-04

Responder Company Name: Zayo Group
Responder Name: Dan Stoll
Responder Title: SVP Zayo Networks West
Responder SPIN: 143023855
Responder Phone: 408.758.7205

Please provide pricing for 60-month contract terms below. Contract end dates should fall on June 30. Responders may also include pricing options based on a 36-month contract with 2 one year voluntary extensions using a second copy of this form.

Please include all estimated taxes, fees, and surcharges in all proposals. The District reserves the right to select the most favorable and appropriate solution for each site situation. Include any one-time installation costs, if any. Include costs to extend service from MPOE to the MDF/IDF at each site.

The District is requesting pricing options for Leased Dark Fiber and Leased Lit Fiber as follows:
 1) Leased Dark Fiber pricing should be provided as a Non-Recurring Cost (NRC) that includes all installation costs, taxes and fees in the NRC with an ongoing Monthly Recurring Cost (MRC) for Maintenance and Operations;
 2) Leased Lit Fiber pricing should be provided as a Monthly Recurring Cost (MRC) and should include all installation costs, taxes and fees in the MRC; and 3) Vendors have the option to provide a Monthly Recurring Cost (MRC) option for Leased Dark Fiber if available. After term pricing must also be provided.

Below pricing is for "point to point" fiber circuits from each school location listed below to the **Sacramento City Unified School District Office located at 5735 47th Ave, Sacramento, CA 95824** (the "hub" of the network).

	Sites	Total NRC for Dark Fiber	MRC for Dark Fiber (Maint. & Operation costs)	MRC for Lit Fiber 1 Gbps	MRC for Lit Fiber 2 Gbps	MRC for Lit Fiber 10 Gbps	Latitude/ Longitude coordinates for site
1	Purchasing / Warehouse 3051 Redding street, Sacramento, 95820	\$0.00	\$200	\$350	\$400	\$400	38.546032, -121.42226

Responders must also include addenda specifying all information required in the Project Scope and Responder Service Provider sections of this RFP

CDW Government LLC
Purchase Agreement for E-Rate Customers
63478
Contract #2463478
Spin #143005588
FCC Registration #0012123287

This E-Rate Customer Purchase Agreement (this “Agreement”) is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 (“Seller”), and Sacramento City Unified School District, a non-profit school or library eligible for Universal Service funding, with offices at 5735 47th Ave, Sacramento, CA 95824 (“Customer”) and is effective on April 1, 2021 (“Effective Date”).

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

“E-Rate” – The education rate funding program that is a part of the Schools and Libraries Program that provides discounts to keep students and library patrons connected to broadband and voice services and which is one of the programs that form the Universal Service Program.

“Products” – E-Rate eligible products or services that include computer related hardware but are not limited to caching servers, routers, switches, wireless access points, installation, and warranty maintenance and other items which are eligible for E-Rate discounts in accordance with the rules issued by USAC.

“Customer” – an E-Rate customer that is a school or library eligible to participate in the E-Rate program and, that is applying for E-Rate discount on Products ordered from Seller.

“Funding Commitment Decision Letter” or “FCDL” – A letter that a Customer receives from USAC which indicates the applicable discount amount for a specific funding year.

“Funding Year” – The specific calendar period, as defined by the SLP, during which the Customer is approved for funding or discounts on Products.

“SLP” - The Schools and Libraries Program of the Universal Service Fund, which includes the E-Rate Program and that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission (“FCC”).

“Universal Service Administrative Co.” or “USAC” – The not for profit organization designated by the U.S. Federal Communications Commission (“FCC”) to administer and ensure compliance with the Universal Services Fund.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions on Seller’s website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the “Product Sales Terms and Conditions”), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifies as eligible under the SLP to receive E-Rate funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT AS REQUIRED BY USAC and the SLP.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible to receive E-Rate funding as specified by USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC The Form 486 shall be approved by USAC prior to order placement with Seller.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
 Attn: E-Rate Sales K-12
 230 N. Milwaukee Ave.
 Vernon Hills, IL 60061

Phone: 800-328-4239
 Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLP owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON SLP'S APPROVAL OF THE PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price

The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any SLP funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO SLP FUNDING.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on April 1, 2021 ("Effective Date") and be valid through Funding Year 24. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any

Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller’s receipt of the Termination Notice. Customer shall also be responsible for any of Seller’s out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the SLP and upon Seller’s and Customer’s mutual written consent.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:
Sacramento City Unified School District

5735 47th Ave
Sacramento, CA, 95824

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein Customer shall submit to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the SLP.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 24 (2021) which is effective as of July 1, 2021 and terminates on June 30, 2022.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Printed Name

Printed Name

Title: _____

Title: _____

Date: _____

Date: _____

SERVICES PROPOSAL

PROJECT FUNDAMENTALS

Project Name:	Palo Alto Networks Configuration and Implementation	Requested By (Sales): Stacy Goodman 916.216.5196 sgoodman@cdwg.com
Customer Name:	Sacramento City Unified School District	
Provider Name:	Alpha Baller Technologies	Submitted By (SA/ISA): Askia Howell
CDW Affiliate:	CDW Government LLC	
Effective Date:	January 22, 2021	
Version:	1.0	

CUSTOMER-DESIGNATED LOCATIONS

Location(s)	Service(s)		
Sacramento City Unified School District 5735 47th Avenue Sacramento, CA 95824	<input type="checkbox"/> Assessment <input checked="" type="checkbox"/> Configuration <input checked="" type="checkbox"/> Design <input checked="" type="checkbox"/> Implementation	<input checked="" type="checkbox"/> Knowledge Transfer <input type="checkbox"/> Project Management <input type="checkbox"/> Reconfiguration <input type="checkbox"/> Reinstallation	<input type="checkbox"/> Staff Augmentation <input checked="" type="checkbox"/> Support <input checked="" type="checkbox"/> Training <input type="checkbox"/> Custom Work

PROJECT SCOPE

Implementation of Qty 2 Palo Alto Networks 5260 Firewalls

Subject to the other provisions of this SOW, Provider will perform the following services:

Work with CDW to provide the following services.

Advanced migration from the existing firewall(s) to the new PAN 5260 firewalls.

Project Phase I – Discovery and Assessment

Alpha Baller Technologies always starts design/build projects with an Initial Discovery of the existing environment. Our focus will be to discover and understand the Existing Firewalls Implementation. Also, we will discover and assess any other network changes to make sure they will continue working with the new PAN Firewalls. Below are the list tasks based on our understanding of the systems and applications currently in scope...

1. Network Documentation review
2. Network Device production configuration review
3. WAN and Internet circuit review (current and future)
4. Routing, High-Availability, and Failover review
 - 4.1. Protocols (static and dynamic)
 - 4.2. PBR and other conditional redirects
 - 4.3. Active/Active, Active/Passive, other
 - 4.4. Failure scenario discovery and analysis
5. IP Addressing requirements
 - 5.1. Internal networks
 - 5.2. DMZ networks
 - 5.3. Extranet and VPN
 - 5.4. Public-facing networks
 - 5.5. NAT Policies
6. Security Policy review
 - 6.1. Access control lists
 - 6.2. User classification
 - 6.3. Security Zones (if applicable)
 - 6.3.1. Intra-Zone traffic flow and policy
 - 6.3.2. Inter-Zone traffic flow and policy
 - 6.4. AAA requirements
 - 6.5. Monitoring, Analysis, and Response
7. VPN and DMZ current and future requirements
 - 7.1. Site-to-Site VPN
 - 7.2. User IPsec and SSL VPN
 - 7.3. Current DMZ structure
8. In-depth application discovery to determine network and security profile and needs and update the District's approved applications list.
9. Discovery of Management systems
10. Discovery of existing Content Filtering Solution and discussion on policy changes along with new capabilities to implement with the PAN solution.
11. Overall Threat Discussion including internal threats, external threats, potential vulnerabilities, existing traffic analysis, and security policy review.
12. Discussion and analysis of the current Microsoft Active Directory implementation to determine users, devices, schema, security groups, policies, current security and function level, and what's needed moving forward to fully leverage the security capabilities of the PAN Solution.

Once Discovery is complete, we analyze and assess our findings to provide a documented snapshot of your environment at the time of Discovery. The deliverable will be a report of our findings and recommendations for improving the current environment along with recommendations for the post-project environment. After review of the deliverables with your team,

we will work together to develop implementation plans for improving the current environment (Phase II) and begin work on designing the post-project environment (Phase III).

Project Phase II – Current Environment Improvements

This Phase depends on the findings from Phase I, the potential risk to the project's success, and SCUSD's discretion on which items will be remediated now vs. what will be remediated during PAN implementation and which items are determined to have acceptable level of risk without remediation.

Project Phase III – Design, Planning, and Implementation

In this phase, we will work together to finalize the network and security design based on the product selection of the PAN, plan for the implementation, and execute project implementation based on the Implementation Plan. Also, we will work with SCUSD to ensure that product manufacturers understand SCUSD requirements, validate product manufacturer claims including product features and functionality, and provide any assistance required by SCUSD to make decisions on which specific devices from various manufacturers meet requirements for purchase and implementation. From our experience, this usually changes the high-level design elements since price, scale, function, features, and product availability may cause us to rethink and/or rework the design. We can leverage our vendor-neutral position along with our experience implementing a wide-range of solutions to provide the best overall design and solution for SCUSD.

Once we have the final design, we will work together to create a detailed Implementation Plan that we will use to successfully implement the final design. The Implementation Plan will have a step-by-step process for staging and configuring any new equipment and software, detail the process for integrating the PAN environment, and provide the process for getting the new Data Center online. Part of the detailed Implementation Plan is creating a rollback plan for each part of the Implementation Plan in case we run into issues during Implementation. We will amend this Scope of Work with the detailed Implementation Plan.

The following provides the Scope of Work for this Phase of the project based on our understanding of the project as of the date of this document.

1. Review manufacturer documentation to confirm solution capabilities meet the requirements for SCUSD.
2. Phone and in-person meetings with manufacturers, CDW, and SCUSD
3. Finalize Design
4. Provide Labor Requested by SCUSD
 - 4.1. Inventory
 - 4.2. Affix District asset tag
 - 4.3. Label equipment per District naming scheme
 - 4.4. Load and customize, as needed, District provided configuration file and firmware.
 - 4.5. Stage equipment at their facilities or at designated locations within the District as listed in the RFP Appendix A
 - 4.6. Provide documentation listing all equipment, part numbers, quantities, serial numbers, IP addressing (as needed), equipment naming and SCUSD Asset number. (To be provided in JPEG and CSV formats)
 - 4.7. Transport equipment from staging point to the site as listed in the RFP Appendix A
 - 4.8. Tag existing cables or replace with District furnished patch cables at either side of the connection.
 - 4.9. Remove any existing firewall equipment as identified by the District.
 - 4.10. Install equipment and mounting brackets as needed.
 - 4.11. Connect equipment to the network, register products and licenses, and enable services to download and install based on District approved schedule.
 - 4.12. Perform and demonstrate a verification of network connectivity and functionality via on-site or remotely with District technology employees.
 - 4.13. Return all removed equipment to a location determined by the District.
 - 4.14. Provide appropriate information that is deemed important to maintain the equipment, including knowledge transfer.
 - 4.15. Answer any questions the District may have of the installed equipment.
5. Create Implementation Plan
 - 5.1. Implementation timeline
 - 5.2. Configuration change cutsheets and process for each existing device
 - 5.3. Configuration reversion cutsheets and process for each existing device should failure occur.
 - 5.4. Create Notification List and Communication Plan for use before, during, and after implementation.
 - 5.5. Testing and Validation Plan
 - 5.6. Assignment of responsibilities
6. Install new PAN firewall appliances in “transparent mode” to monitor traffic to gain visibility as to what new security policies are required, better tune and implement Advanced Threat Prevention feature, submit potential threats and vulnerabilities via WildFire, and document threats and vulnerabilities uncovered by the new PAN firewalls.
7. Implementation
 - 7.1. Physical installation of the new PAN firewall devices including WildFire, Advanced Threat Prevention, AppID, UserID, and granular security policy based on the District’s security policy.
 - 7.2. Staging and initial configuration of new devices
 - 7.3. Configure new devices based on the design, integration with the existing environment, and SCUSD’s updated requirements.
 - 7.4. Execute out-of-production portion of Testing and Validation Plan
 - 7.5. Prepare physical site and update cutsheets based on results of Testing and Validation.
 - 7.6. Update Implementation Plan
 - 7.7. SCUSD sign-off on the detailed Implementation Plan
 - 7.8. Execute Communication Plan based on upcoming outage for PAN Production Implementation and Cutover
 - 7.9. Execute the detailed Implementation Plan.
 - 7.9.1. One to One Migration of functionality from the Existing Firewalls to the PAN Firewalls
 - 7.9.2. Implement new, granular security policies based on the Discovery and transparent PAN data collected and analyzed.
 - 7.9.3. Integrate new PAN solution with the District’s Active Directory to leverage PAN’s UserID features customized based on the District’s security policies and needs.
 - 7.9.4. Implement AppID based on the application discovery, the District’s approved applications list, and updated security policies.
 - 7.9.5. Implement Advanced Threat Prevention based on the analyzed traffic and the District’s security policies.
 - 7.9.6. Configure WildFire updates to download and install automatically along with identifying potential intrusions to automatically export to Palo Alto for analysis
8. Post-Implementation
 - 8.1. Onsite Next-Day Support to remediate any issues after cutover.

- 8.2. Remote Support for two weeks after Implementation sign-off
- 8.3. Update documentation and provide onsite and/or remote informal training on as-built environment.

PROVIDER RESPONSIBILITIES

Provider is responsible for the following:

1. Review existing documentation of the SCUSD Environment.
2. Validate Design and Solution with Palo Alto Networks Rep and SE.
3. ABT team will be onsite for the cutover but would work remotely during the Discovery, Staging, Configuration, and Testing phases of the project.
4. Implementation of ERATE Eligible Items
 - a. Qty 1 PAN-PA-5260-AC
 - b. Qty 4 PAN-SFP-PLUS-SR
 - c. Qty 1 PAN-PA-5200-RACK4
 - d. Qty 1 PAN-SVC-PREM-5260-5YR
 - e. Qty 2 PAN-QSFP-40GBASE-SR4
5. Implementation of Non-ERATE Eligible Items
 - a. Qty 1 PAN-PA-5260-AC
 - b. Qty 4 PAN-SFP-PLUS-SR
 - c. Qty 1 PAN-PA-5200-RACK4
 - d. Qty 2 PAN-PA-5260-DNS-5YR-HA2
 - e. Qty 2 PAN-PA-5260-TP-5YR-HA2
 - f. Qty 2 PAN-PA-5260-WF-5YR-HA2
 - g. Qty 1 PAN-SVC-PREM-5260-5YR
 - h. Qty 2 PAN-QSFP-40GBASE-SR4

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

1. Provide administrative access to systems.
2. Provide documentation of the environment.

PROJECT ASSUMPTIONS

1. Existing SCUSD environment is in production, network devices are running supported firmware versions, and provided documentation reflects the current as-built state of the environment.
2. Alpha Baller Technologies will provide a “Turn-key” implementation including training for SCUSD IT Staff.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

1. Installation of Endpoint agents, configuration of systems and security settings not directly related to the Configuration and Implementation of the Palo Alto Networks Firewalls.

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

ITEM(S) PROVIDED TO CUSTOMER

Table 1 – Item(s) Provided to Customer

Item	Description	Format
Report of Findings and Recommendations	Written document that details what was implemented during the project along with providing recommendations for improvements including estimated time and resource costs for future projects.	PDF

Item	Description	Format
Configuration Backups	Backups of the active configurations of the Palo Alto Firewalls and connected switches relevant to implementation of the project	Text files for configs
Visio Drawing of the Network	Microsoft Visio Drawing of the as-built state of the Network related to the firewalls	Microsoft Visio

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule (“**Anticipated Schedule**”) based on Seller’s project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

TOTAL FEES

The total fees due and payable under this SOW (“**Total Fees**”) include both fees for Seller’s performance of work (“**Services Fees**”) and any other related costs and fees specified in the Expenses section (“**Expenses**”). Unless otherwise specified, taxes will be invoiced but are not included in any numbers or calculations provided herein.

Seller will invoice for the Total Fees.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$18,000.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone, as specified in Table 2.

Table 2 – Services Fees

Project Milestones	Percentage	Fees
Completion of Work for ERATE Eligible Items	100%	\$12,000.00
Completion of Work for Non-ERATE Eligible Items	100%	\$6,000.00
Totals	100%	\$ 18,000.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

The parties agree that there will be no travel required for this project.

ERATE Order Process

1. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave. Vernon Hills, IL 60061
Phone: 800.328.4239

Fax: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

2. Required Information

All orders must include

- a. Contact name, Phone number
- b. Purchase order number
- c. Part number, Product description
- d. Pre-discount and discounted product price
- e. Percentage Customer owes and percentage SLD owes (SPI – Form 474 Method)
- f. Ship to location, Bill to location
- g. FRN (Funding Request Number) for each part number
- h. Billing method (BEAR – Form 472 or SPI – Form 474)

SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

3. Assistance With Order

Customer may call 1-800-328-4239 for assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. Price and Payment Terms

a. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

b. Payment Terms (Customer must choose one)

i. Form 474 Service Provider Invoice (SPI) Method

➤ Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

ii. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

➤ Seller will invoice Customer for pre-discount portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

5. Payment Method

In adherence to Federal E-rate compliance regulations, CDW-G's quoted price is all-inclusive of any and all discounts, if applicable. No further discounts will be applied during time of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW-G - Attn: Accounts Receivable
230 North Milwaukee Avenue
Vernon Hills, IL 60061

- i. Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.
- ii. Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

Cost Proposal

RFP 21-05

Responder Company Name: CDW Government LLC
Responder Name: Pat Hein
Responder Title: Executive Account Manager
Responder SPIN: 143005588
Responder Phone: (312) 705-6280

The District’s eligible next generation FIREWALL APPLIANCE shall include (or equivalent):

Eligible Firewall Appliance and Support				
Part Number	Qty	Description	Unit Price	Extended Cost
PAN-PA-5260-AC	1	Palo PA-5260 - security appliance	\$68,402.00	\$68,402.00
PAN-SFP-PLUS-SR	4	Palo - SFP+ transceiver module - 10 GigE	\$904.00	\$3,616.00
PAN-PA-5200-RACK4	1	Palo rack mounting kit (4 post)	\$90.00	\$90.00
PAN-SVC-PREM-5260-5YR	1	Palo Premium Support Program - extended service agreement - 5 years	\$134,091.00	\$134,091.00
PAN-QSFP-40GBASE-SR4	2	Palo Alto QSFP+ 40G 100M Transceiver	\$723.00	\$1,446.00
Sub total				\$207,645.00
Taxes				\$6,435.99
Installation				included in config. cost
Configuration				\$12,000.00
Grand Total				\$226,080.99

The District’s ineligible next generation FIREWALL APPLIANCE shall include (or equivalent):

Ineligible Firewall Appliance and Support				
Part Number	Qty	Description	Unit Price	Extended Cost
PAN-PA-5260-AC	1	Palo PA-5260 - security appliance	\$68,402.00	\$68,402.00
PAN-SFP-PLUS-SR	4	Palo - SFP+ transceiver module - 10 GigE	\$904.00	\$3,616.00
PAN-PA-5200-RACK4	1	Palo rack mounting kit (4 post)	\$90.00	\$90.00
PAN-PA-5260-DNS-5YR-HA2	2	Palo Alto DNS Security - subscription license (5 years) - 1 device in HA pa	\$56,200.00	\$112,400.00

PAN-PA-5260-TP-5YR-HA2	2	Palo Threat Prevention for PA-5260 - subscription license (5 years) - 1 dev	\$56,200.00	\$112,400.00
PAN-PA-5260-WF-5YR-HA2	2	WildFire for PA-5260 for High Availability - subscription license (5 years)	\$56,200.00	\$112,400.00
PAN-SVC-PREM-5260-5YR	1	Palo Premium Support Program - extended service agreement - 5 years	\$134,091.00	\$134,091.00
PAN-QSFP-40GBASE-SR4	2	Palo Alto QSFP+ 40G 100M Transceiver	\$723.00	\$1,446.00
			Sub total	\$544,845.00
			Taxes	\$6,435.99
			Installation	included in config. cost
			Configuration	\$6,000.00
			Grand Total	\$557,280.99

Total Firewall Appliance and Support Project				
Part Number	Qty	Description	Unit Price	Extended Cost
PAN-PA-5260-AC	2	Palo PA-5260 - security appliance	\$68,402.00	\$136,804.00
PAN-SFP-PLUS-SR	8	Palo - SFP+ transceiver module - 10 GigE	\$904.00	\$7,232.00
PAN-PA-5200-RACK4	2	Palo rack mounting kit (4 post)	\$90.00	\$180.00
PAN-PA-5260-DNS-5YR-HA2	2	Palo Alto DNS Security - subscription license (5 years) - 1 device in HA pa	\$56,200.00	\$112,400.00
PAN-PA-5260-TP-5YR-HA2	2	Palo Threat Prevention for PA-5260 - subscription license (5 years) - 1 dev	\$56,200.00	\$112,400.00
PAN-PA-5260-WF-5YR-HA2	2	WildFire for PA-5260 for High Availability - subscription license (5 years)	\$56,200.00	\$112,400.00
PAN-SVC-PREM-5260-5YR	2	Palo Premium Support Program - extended service agreement - 5 years	\$134,091.00	\$268,182.00
PAN-QSFP-40GBASE-SR4	4	Palo Alto QSFP+ 40G 100M Transceiver	\$723.00	\$2,892.00
			Sub total	\$752,490.00
			Taxes	\$12,871.95
			Installation	included in config. cost
			Configuration	\$18,000.00
			Grand Total	\$783,361.95

Responders must also include addenda specifying all information required in the Project Scope and Responder Service Provider sections of this RFP



Business Services

Contracts Office

5735 47th Avenue, Sacramento, CA 95824
(916) 643-2464

Jorge Aguilar, Superintendent
Rose Ramos, Chief Business Officer

Letter of Agreement

Pursuant to the terms of Sacramento City Unified School District's RFP 21-06 for CATEGORY TWO EQUIPMENT, (Name of Company) AMS.NET, Inc.'s response to RFP 21-06, dated (mm/dd/yyyy) 2/17/21, (Name of Company) AMS.NET, Inc. will provide the equipment and services per RFP 21-06 effective the date of issuance of Sacramento City Unified School District Purchase Order(s).

(Name of Company) AMS.NET, Inc. and Sacramento City Unified School District acknowledge that this agreement is for E-Rate eligible products and services, which are contingent on funding by the School and Libraries Division of USAC/FCC and the Sacramento City Unified School District for E-Rate 2021 (Year 24), and Sacramento City Unified School District Board of Education approval.

The Sacramento City Unified School District (District) reserves the right to terminate the referenced Request for Proposal (RFP) and all documents associated with the Request for Proposal, including but not limited to this Letter of Agreement, in its sole discretion at any time, with or without cause, upon written notice to the other party. In the event of termination, notice shall be deemed served on the date of mailing and shall be effective immediately. The Sacramento City Unified School District shall not be responsible for any costs to Bidder prior to termination.

Sacramento City Unified School District

(Name of Company) AMS.NET, Inc.

Authorized Representative Signature

Deana Moughan

Authorized Representative Signature

Date

2/17/21

Date

Rose Ramos

Cost Proposal

RFP 21-06

Responder Company Name: AMS.NET, Inc.
Responder Name: Jared Bayless
Responder Title: Sr. Account Manager
Responder SPIN: 143005880
Responder Phone: (925) 245-6186

Part Number	Qty.	Description	Unit Price	Extended Cost
C9124AXE-B	35	Wireless Outdoor Access Points *	\$1,345.56	\$47,094.60
EDU-C9800-CL-K9	2	Cisco Catalyst 9800-CL Wireless Controller ** for Cloud	100.50	201.00
C9300L-48UXG4X-EDU	10	Catalyst 9300L 48p 8mGig,4x10G Uplink, K12	5,470.68	54,706.80
C9300L-24UXG4X-EDU	10	Catalyst 9300L 24p 8mGig,4x10G Uplink, K12	3,430.77	34,307.70
C9300L-DNA-E-48-3Y	10	C9300L Cisco DNA Essentials 48-port 3 Year Term license	472.05	4,720.50
C9300L-DNA-E-24-3Y	10	C9300L Cisco DNA Essentials 24-port 3 Year Term license	257.10	2,571.00
SFP-10G-LR-S=	10	10GBASE-LR SFP Module Enterprise-Class	542.36	5,423.60
			Subtotal	\$149,025.20
			Taxes	12,122.11
			Installation	11,500.00
			Configuration	Included
			Grand Total	\$172,647.31

*Please note, this price includes the EDU-DNA-E-3Y Sku that is needed for the 9124 to work. Please see included price quote for exact pricing/quantities.

** Please note, this price includes the CON-ECMU-EDUC98C9 Sku which is the Software support needed for the Cloud Controller and won't work without it.

Responders must also include addenda specifying all information required in the Project Scope and Responder Service Provider sections of this RFP