

**CONTRACT NAME: AGREEMENT BETWEEN QUEST
TECHNOLOGY MANAGEMENT AND DAVIS JOINT UNIFIED
SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This Statement of Work will allow Quest to develop a Dynamic Host Configuration Protocol for DJUSD. It will support network access for our increasing number of devices, Chromebooks in particular.

With over 3,500 Chromebooks across the district, we need to re-engineer the process that allows all devices to access the network simultaneously. This is critical as we approach spring testing across the district.

No additional funding is being requested.



Statement of Work

DHCP Design

Presented to:



DJUSD

DAVIS JOINT UNIFIED
SCHOOL DISTRICT

Submitted:

October 13th, 2015

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INTRODUCTION

Quest Media & Supplies, Inc., dba Quest Technology Management (“Quest”) is pleased to provide this Statement of Work (“SOW”) to Davis Joint Unified School District (“DJUSD”). This SOW sets forth our agreement to provide Consulting Services, as further set forth below. Content of this SOW is based on Quest’s current understanding of DJUSD’s business objectives and requirements.

1 DESCRIPTION OF SERVICES

DJUSD has engaged Quest to help the district improve their design DHCP services to avoid future outages.

Quest Recommendations:

- Migrate DHCP responsibility from the Cisco switch to the Cisco WLC5508
- Setup a DHCP-relay
- Break up the current single WLAN into multiple. This would remove the single point of failure and provide better control of IP address scopes.

2 PROJECT SCOPE

2.1 Project Initiation and Management:

- Review project scope and requirements with DJUSD’s technology leaders.
- Identify project team leaders and establish specific roles.
- Schedule routine meetings with the identified project team members.
- Establish timelines for project milestones and project completion.
- Regularly report progress to the planning team.

2.2 DHCP design:

- Perform discovery on current configuration.
- Review Quest engineering recommendations and report on feasibility based on discovery.
- Meet with DJUSD and discuss options for DHCP.
- Define a design

2.3 Deliverables:

- Deliver a written design for improving DHCP at DJUSD.

- Deliver a SOW for the implementation of the DHCP design.

Items NOT included within this Statement of Work:

- Any activity outside the activities defined in the scope to perform discovery, evaluate feasibility and deliver a written DHCP design to DJUSD
- DR planning
- Hardware, software, or licensing needed to complete project

3 DJUSD'S RESPONSIBILITIES:

- Access to systems and staff necessary to the project.
- Access to any existing documentation that may contribute to the success of the project.

4 ASSUMPTIONS

- Individuals within DJUSD will be available to Quest technology team for historical information pertaining to current environment.
- Individuals within DJUSD will be available to Quest to provide any input necessary to best understand the current environment as well as strategic and/or future business needs of DJUSD.
- Quest does not guarantee that the proper coverage required by DJUSD will be fulfilled by this installation.
- Further adjustment to supported bands, transmission rates, or additional antennae and or AP's may be needed to reach the device density required by DJUSD.
- Wireless networking is governed by a physical spectrum which can become full based on the number of devices trying to transmit to an AP. Therefore it must be understood that Quest cannot control spectrum limitations. DJUSD understands that further steps and equipment maybe required to support the wireless environment depending on utilization and the number of devices present.

5 PRICING

DESCRIPTION	COST
DHCP design	\$3,000.00
TOTAL:	\$3,000.00

6 PAYMENT TERMS

- Quest requires a signed SOW prior to the scheduling of the Project.
- DJUSD will be invoiced 50% at the start of the project, 35% after switches are installed and 15% at completion.
- Quest requires a hardcopy purchase order from DJUSD for all Consulting Services rendered pursuant to the SOW.
- All payments are due upon receipt of invoice. Payments received later than twenty (20) days after invoice shall accrue interest at 10% per annum. DJUSD agrees that any late or missed payment is a material breach of this SOW.
- All payments to Quest shall be net of all taxes, charges and other fees. DJUSD shall be solely liable for and shall pay any state or local tax, fee, charge, or surcharge payable for services that are subject to such imposition.
- If DJUSD accepts the SOW presented, as a deliverable from this project, then Quest will apply 50% of this SOW toward the DHCP implementation SOW.

7 INDEMNIFICATION

- 7.1 Except for the active negligence or willful misconduct of DJUSD, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, Quest undertakes and agrees to defend, indemnify and hold harmless DJUSD and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorneys' fees and cost of litigation, damage or liability of any nature whatsoever, for death or injury to any person including Quest employees and agents, or damage or destruction of any real or tangible personal property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, error or omissions or willful misconduct incident to the performance of this Agreement by Quest or its Subcontractor of any tier.

- 7.2** In addition, Quest undertakes and agrees to defend, indemnify and hold harmless DJUSD and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all third party suits and causes of action, claims, losses, demands, expenses, including but not limited to, attorney's fees and costs of litigation, damage or liability of any nature whatsoever, that Quest has breached its obligations to DJUSD as described in this SOW. Confidential information only with respect to the disclosure of such End User's information and to the extent such disclosure is the result of actions predominantly attributable to (as agreed to by the parties, said agreement not to be unreasonably withheld) Quest or its subcontractor of any tier. The provisions of the paragraph survive expiration or termination of this Contract.
- 7.3** Furthermore, except for the active negligence or willful misconduct of DJUSD or any of its boards, agents, employees, assigns, and successors in interest from and against any third party suits and causes of action, claims, losses, demands and expenses, including but not limited to, attorney's fees and cost of litigation damage or liability of any nature whatsoever, for lost DJUSD Data, provided however Quest or its subcontractor of any tier, may NOT be held liable under these sections 7.1, 7.2 and 7.3 for more than \$10,000.00 or as defined in the Limitation of Liability section (paragraph *Limitation of Amount of Liability*), whichever is less.

8 PERSONNEL

DJUSD will be notified, in writing, of any changes to the local personnel assigned to this engagement. If a Quest-assigned employee is unable to perform due to illness, resignation, or other factors beyond Quest's control, Quest will make every reasonable effort to provide suitable substitute personnel. Any substitute personnel will meet all requirements and must be approved by DJUSD.

9 RESPONSIBILITIES OF PARTIES

Quest agrees to:

- A. Designate a person to whom all project communications may be addressed and who has the authority to act on behalf of all Quest services. This person will review the SOW and associated documents with DJUSD, thereby ensuring the clear understanding of responsibilities for both parties.

- B. Identify a Project Coordinator for the overall project and provide project management for all activities associated with the project.
- C. Comply with all applicable DJUSD policies and procedures, including, but not limited to, DJUSD's Project Management Office guidelines.
- D. Return all DJUSD property, including security badges, prior to termination of the Agreement.

DJUSD agrees to:

- A. Designate a person to whom all Quest communications may be addressed and who has the authority to act on behalf of all DJUSD services. This person will review the SOW and associated documents with Quest, thereby ensuring the clear understanding of responsibilities for both parties.
- B. Provide information regarding the business structure of DJUSD, as required, so Quest can provide services and fulfill its responsibilities under this SOW. DJUSD further agrees to schedule the availability of appropriate personnel for interviews as required by Quest.
- C. Provide timely review and approval of Quest information and documentation in order for Quest to perform its obligations under this SOW.

10 PROJECT DELIVERY METHODOLOGY

An especially important aspect of all Quest deliverables is the utilization of a delivery methodology that serves as a guide to support the activities of this project. The methodology must be comprehensive, yet flexible and work "within" the DJUSD's business.

Quest's methodology is a system of methods and principles supported by tools that will help DJUSD implement a solution tied directly to business objectives. The Quest methodology spans the following areas: strategy/planning, design, implementation, and measurement, while encompassing infrastructure architecture, performance, security and management. Quest defines and manages the interplay between various stakeholders and is supported by individuals highly capable in project management. Our methodology ensures consistent delivery and provides repeatable processes for DJUSD.

The methodology is structured to include four key phases:

- **Strategy/Planning** – Links business strategy and key business initiatives to infrastructure requirements and defines high-level conceptual architecture to enable these requirements.

- **Design** – Develops detailed, integrated architectures and designs for security, infrastructure, performance and management. Selects technologies and vendors.
- **Implement** – Procures, tests, stages and implements solutions at the DJUSD site. Confirms the solution meets the business strategy and design. Knowledge is transferred to the DJUSD.
- **Operate/Measure** – Identifies DJUSD’s business or service level specification and measures actual performance to determine effectiveness at meeting these pre-determined requirements. Recommends and implements infrastructure changes to ensure expected business metrics are met.

The methodology encompasses the following domains:

- **Architecture** – Assesses the overall (current and/or planned) implementation of the system and its ability to meet service requirements.
- **Performance** – Assesses the performance of the system in terms of latency, capacity and ability to deliver prompt, efficient service.
- **Security** – Assesses the security of a system in terms of integrity and confidentiality of information, and the ability of the system to avoid, detect and respond to accidental or intentional intrusions.
- **Management** – Assesses the capabilities to configure, monitor and control the operation of an existing system to maintain service requirements.

11 CHANGE CONTROL PROCEDURES

DJUSD or Quest may request changes to this SOW at any time. Because such changes may potentially affect the cost, schedule, or other critical aspects of the project, both DJUSD and Quest must approve such change requests prior to implementation. The following change control procedure will be used except as superseded by mutual agreement or other binding procedures:

- A. A Change Request (“CR”) form in a format acceptable to both DJUSD and Quest will be the vehicle for communicating change.
- B. A CR must describe the requested change, the rationale for such change, and any anticipated effects from the change on the contract and/or the work performed under the contract.

- C. When a CR is issued by DJUSD, delivery of the CR to Quest constitutes authorization by DJUSD for additional hours and cost incurred by the information technology consultant to investigate the CR.
- D. DJUSD and/or Quest must complete all reviews and officially approve or reject an issued CR within five (5) business days of receipt.
- E. Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all CRs will occur via a mutually selected and approved process by both DJUSD and Quest.

12 POINTS OF CONTACT

Quest Primary Contact:

Andy Samms – Account Manager

Email: Andrew_Samms@questsys.com

Phone: (916) 338-7070

Quest Secondary Contact:

Dave Montano – Technical Consultant

Email: Dave_Montano@questsys.com

Phone: (916) 609-8092

13 CONFIDENTIALITY

Quest agrees that Quest, its agents, and personnel may have access to confidential and proprietary information and materials belonging to or disclosed by DJUSD, whether disclosed electronically, orally, in writing, or by display, which are not generally disclosed to or known by the public, concerning or pertaining to the business of DJUSD, including, without limitation, trade secrets, data, reports, methods, techniques, procedures, processes, methodologies, forecast, plans, employee information, and DJUSD information, and that such information is commercially valuable to DJUSD or is otherwise confidential and proprietary to DJUSD (“Confidential Information”). Confidential Information shall not include any information to the extent it (i) is or becomes a part of the public domain through no act or omission on the part of Quest, (ii) is disclosed to third parties by DJUSD without restriction on such third parties, (iii) is in Quest’s possession, without actual or constructive knowledge of an obligation of confidentiality

with respect thereto, at or prior to the time of disclosure under this SOW, (iv) is disclosed to Quest by a third party, (v) is independently developed by Quest without reference to the disclosing party's Confidential Information or (vi) is released from confidential treatment by written consent of DJUSD. Quest agrees that nothing in this SOW grants to it any license, right, title, or interest in or to the Confidential Information, except as expressly set forth herein. DJUSD reserves all rights to its Confidential Information not expressly granted in this SOW. Quest agrees to use Confidential Information solely for the purposes of this SOW and pursuant to the terms of this SOW and for no other purpose whatsoever. Quest agrees to hold such information in the strictest confidence. Quest shall use reasonable efforts to protect the confidentiality of Confidential Information to the same extent as it holds in confidence its own Confidential Information of a similar nature and value. Quest agrees to provide DJUSD with such further assurances as reasonably requested by DJUSD from time to time.

14 NON-SOLICITATION

14.1 Quest. During the Term and for a period of one (1) year thereafter, Quest agrees not to hire, solicit, or attempt to solicit the services of any employee or subcontractor of DJUSD without the prior written consent of DJUSD. Violation of this provision shall entitle DJUSD to assert liquidated damages against Quest equal to one (1) year of billable engineering time or \$50,000.00, whichever is greater.

14.2 DJUSD. During the Term and for a period of one (1) year thereafter, DJUSD agrees not to hire, solicit, or attempt to solicit the services of any employee or subcontractor of Quest without the prior written consent of Quest. Violation of this provision shall entitle Quest to assert liquidated damages against DJUSD equal to one (1) year of billable engineering time or \$50,000.00, whichever is greater.

15 INDEPENDENT CONTRACTOR STATUS

Parties agree that Quest is an independent contractor providing professional services and not an employee, agent, joint venture, or partner of DJUSD. Nothing in this SOW, nor in a course of dealing between the parties, shall be interpreted or construed as creating the relationship of employer and employee, principal and agent, joint ventures, or partners between Quest and DJUSD and/or its personnel. Neither Party shall have any right, power, or authority, expressed or implied, to bind the other.

16 LIMITATION OF LIABILITY

In no case shall either party's maximum liability arising out of this agreement, whether based upon warranty, contract, negligence, tort, strict liability or otherwise, exceed in the aggregate, the actual payments received by Quest during the six (6) months preceding the event giving rise to any claim. In no event shall either party be liable for: (i) indirect, special, incidental or consequential damages, including, but not limited to, loss of profits, loss of revenues, loss of opportunities, loss of data, or loss of use damages, arising out of this agreement, even if the party has been advised of the possibility of such damages, or (ii) damages relating to any claim that arose more than one (1) year prior to the institution of suit thereon.

17 GENERAL PROVISIONS

This SOW represents the entire understanding between Quest and DJUSD with respect to the engagement, the Consulting Services and Quest's engagement hereunder, and all prior discussions, agreements, and understandings are merged herein. In the event either party institutes any lawsuit or other formal legal action to enforce its rights under this SOW, the prevailing party shall be entitled to an award of all costs incurred thereby, including reasonable attorneys' fees. This SOW shall not be assignable (other than pursuant to a merger or otherwise by law) without the other party's prior written consent. This SOW shall be governed by, and construed in accordance with, the laws of the State of California without regard to such state's principles of conflicts of laws. This SOW may be amended, modified or supplemented only by written instrument executed by each of the parties hereto. Any legal proceeding by a Party to enforce any provision of this SOW or arising out of this SOW must be brought in the California Superior Court in the County of Sacramento or the United States Court for the Eastern District of California, as applicable, and each party consents to the jurisdiction of such courts and waives any objection to the venue laid therein. This SOW may be signed in counterparts, and both counterparts shall collectively be deemed one and the same document. Signatures delivered electronically or by facsimile shall be deemed to be original signatures for all purposes.

18 ACCEPTANCE

The pricing contained in this SOW shall remain valid for 30 days from the date of delivery. Prior to beginning work, Quest requires this SOW to be signed by an authorized representative of DJUSD and a purchase order issued to cover the costs as outlined. **Upon signature, please email signed document to: Dave_Montano@questsys.com.**

Signature below denotes agreement to and approval by authorized representatives for the execution of this proposal:

DJUSD:

Signature: _____

Name: _____

Title: _____

Date: _____

Contract/PO#: _____

QUEST:

Signature: _____

Name: _____

Title: _____

Date: _____

Quest is an equal opportunity employer with affirmative action obligations meaning it actively seeks qualified job candidates who are minorities, women, disabled and protected veterans. By accepting this contract or purchase order you also accept any responsibility for abiding by all the regulatory requirements at 41 CFR 60-2, 41 CFR 60-300 and 41 CFR 60-741. These regulations prohibit discrimination against minorities, women, qualified individuals with disabilities and qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors for the employment and advancement in employment of qualified protected veterans. Those requirements are incorporated here for reference.