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

BRIEF DESCRIPTION OF CONTRACT: This Statement of Work provides DJUSD with a plan for the technical implementation for changing the District's Wide Area Network (WAN) from Comcast to AT&T. The plan outlines the transition of connectivity from a WAN using Comcast conduit and fiber to a new WAN via AT&T managed services.

FISCAL IMPACT: The cost of this agreement is included in the 2018-2019 budget.

Statement of Work

Circuit Migration: Design Phase

Presented to:

Submitted:

May 24, 2018

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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 (Client). This SOW sets forth Quest's agreement to provide consulting services, as further set forth below. The content of this SOW is based on Quest's current understanding of Client's business objectives and requirements.

1. DESCRIPTION OF SERVICES

Quest has been engaged by Davis Joint Unified School District to create a technical plan and design for their migration from their existing WAN using Comcast fiber to a new WAN using AT&T fiber.

2. PROJECT SCOPE

Project Kickoff meeting

- Team introductions
- Access instructions
- Documentation sharing collaboration
- Review expectations
- Review application requirements and documentation

Discovery

- Review current WAN configuration
- Review WAN provisioning from AT&T

Design

- Design what will be required by site to migrate to the new WAN

Deliverables to be provided as part of this Statement of Work:

- WAN design for each site

Items NOT included within this Statement of Work:

- Troubleshooting, reconfiguration, and/or redesign of network outside of items listed in this agreement.

- Hardware, software, licensing, and certificates

- HA availability planning

3. CLIENT'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 Client will be available to the Quest team for historical information pertaining to the current environment.

- Individuals within Client will be available to Quest to provide any input necessary to best understand the current environment as well as the strategic and/or future business needs of Client.

- Client must notify Quest's project manager of any schedule changes within five (5) business days of any scheduled activity. Scheduling changes and/or cancellations made after this five (5) day window shall be subject to out-of-scope hours being charged to the project.

- Client changes and/or deviations from the assumptions made under this SOW that arise during the performance of services will affect the schedule, fees, expenses, tasks and/or effort required for Quest to complete the services.

5. PRICING

Quest proposes to deliver the services described above for the rates set forth below.

DESCRIPTION	COST
Circuit Migration: Design Phase	$6,500.00
TOTAL†:	**$6,500.00**

This quote is valid for 30 days after May 24, 2018.

†This is an estimate of the time and cost to complete the objectives previously described; however, it is not a guarantee that the work can be completed in the estimated time.

The total cost of this project will not be exceeded, unless otherwise agreed to by both parties via the Project Addendum Process as described herein.

6. PAYMENT TERMS

- Work can be performer remotely.

- Quest requires a signed SOW prior to the scheduling of the Project.

- Client will be invoiced 50% at the start of the project, and 50% upon completion of the project.

- Quest requires a hardcopy purchase order from Client 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. Client 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. Client 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.

- The initial kickoff will occur within 15 business days of contract approval, signing, and issuance of purchase order from Client.

- This SOW is based on dispatch Monday – Friday, 8:00 am – 5:00 pm schedule, and any deviations from this agreed upon schedule will be discussed and agreed to by both parties prior to initiation. Rates may be increased for services outside of this schedule.

7. INDEMNIFICATION

7.1. Quest agrees to defend, indemnify, and hold harmless Client and any of its directors, managers, 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, (i) 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, to the extent arising from the negligent acts, error or omissions, or willful misconduct incident to the performance

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of this SOW by Quest or its subcontractors, or (ii) resulting from the breach by Quest of its obligations under this SOW, except in each case to the extent resulting from the negligence or willful misconduct of Client, or any of its directors, managers, officers, agents, employees, assigns, and successors in interest.

7.2. Section 7.1 shall apply with respect to a disclosure of "confidential information" only to the extent such disclosure is the result of actions predominantly attributable to Quest or its subcontractors. The provisions of the paragraph survive expiration or termination of this contract.

Neither Quest nor its subcontractor of any tier shall be held liable under these sections (7.1 and 7.2) 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

Client 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 Client.

9. TRAVEL AND EXPENSES

- Unless otherwise specifically agreed to in writing by Quest, all travel and expenses are not included in the fees and will be billed separately. Quest will use commercially reasonable efforts to travel as efficiently and cost-effectively as possible given timing and travel requirements. Valid expenses typically include, but are not limited to, parking, meals, lodging, photocopying, communication costs, transportation, gasoline, cabs, ride sharing, airfare, mileage, and automobile rental.

- If Quest is engaged for time and materials activities, Client agrees to pay Quest for a four (4) hour minimum for remote services and an eight (8) hour minimum for onsite services. Furthermore, Client agrees that in case of any breach of this SOW, or if services are not able to be performed due to Client failing to meet its obligations hereunder, Client shall pay Quest for the actual time spent.

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10. 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 Client, 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 Client policies and procedures, including, but not limited to, Client's project management office guidelines.

    D. Return all Client property, including security badges, prior to the termination of the agreement.

Client 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 Client 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 Client, as required, so Quest can provide services and fulfill its responsibilities under this SOW. Client 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.

    D. If Client does not specifically state in writing to Quest a failure of task, deliverable, or service to meet its satisfaction within five (5) business days of delivery, the task will be deemed accepted.

11. 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 Client's business.

Quest's methodology is a system of methods and principles supported by tools that will help Client implement a solution tied directly to business objectives. The Quest methodology spans the following areas: strategy/planning, design, implementation, and measurement. It also encompasses 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. Quest's methodology ensures consistent delivery and provides repeatable processes for Client.

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.
- *Implementation* – Procures, tests, stages, and implements solutions at the Client's site. Confirms that the solution meets the business strategy and design. Knowledge is transferred to Client.
- *Operation/Measurement* – Identifies Client's business or service level specification and measures actual performance to determine its ability to effectively meet these predetermined 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.

12. PROJECT ADDENDUM PROCEDURES

Client 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 Client and Quest must approve such project addendums prior to their implementation. The following project addendum procedure will be used except as superseded by mutual agreement or other binding procedures:

A. A Project Addendum (PA), form in a format acceptable to both Client and Quest will be the vehicle for communicating change.

B. A PA 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 PA is issued by Client, delivery of the PA to Quest constitutes authorization by Client for additional hours and cost incurred by the information technology consultant to investigate the PA.

D. Client and/or Quest must complete all reviews and officially approve or reject an issued PA within five (5) business days of receipt.

E. Resolution of open issues concerning the definition, submission, acceptance, rejection, or implementation of all PAs will occur via a mutually selected and approved process.

F. Any services to be performed that are not specifically outlined in this document will be billed at Quest's standard hourly rate rounded up to the next full hour based on actual time worked; written Client approval is required for hours in excess of 20. Rates for services performed outside of those specifically described in this document are outlined in Attachment A.

13. POINTS OF CONTACT

Quest Primary Contact:

Andrew 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

14. CONFIDENTIALITY

Quest agrees that Quest and its agents and personnel may have access to confidential and proprietary information and materials belonging to or disclosed by Client, 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 Client, including, without limitation, trade secrets, data, reports, methods, techniques, procedures, processes, methodologies, forecast, plans, employee information, and Client information, and that such information is commercially valuable to Client or is otherwise confidential and proprietary to Client ("confidential information"). Confidential information shall not include any information to the extent that 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 Client 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 Client. 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. Client 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 Client's confidential information, treating it as Quest would its own confidential

information of a similar nature and value. Quest agrees to provide Client with such further assurances as reasonably requested by Client from time to time.

15. NON-SOLICITATION

15.1. 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 Client without the prior written consent of Client. Violation of this provision shall entitle Client to assert liquidated damages against Quest equal to one (1) year of billable engineering time or $50,000.00, whichever is greater.

15.2. **Client.** During the term and for a period of one (1) year thereafter, Client 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 Client equal to one (1) year of billable engineering time or $50,000.00, whichever is greater.

16. INDEPENDENT CONTRACTOR STATUS

Parties agree that Quest is an independent contractor providing professional services and not an employee, agent, joint venture, or partner of Client. 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 Client and/or its personnel. Neither party shall have any right, power, or authority, expressed or implied, to bind the other.

17. 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.

18. GENERAL PROVISIONS

This SOW represents the entire understanding between Quest and Client 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 that 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.

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19. 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 Client and a purchase order issued to cover the costs as outlined. **Upon signature, please email signed document to Dave Montano at Dave_Montano@questsys.com.**

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

DAVIS JOINT UNIFIED SCHOOL DISTRICT: **QUEST:**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

Contract/PO#: _____

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ATTACHMENT A – RATE SCHEDULE

In addition to the amounts set forth above, any technical support provided by Quest in connection with the services shall be billed by Quest on a time and materials basis pursuant to the following rate schedule.

- All fees are in US Dollars.

- Incident Response as well as data and/or application migration services are available upon request for an additional fee/cost.

Remote (Quest NOC) Support (billed in 15 minute increments)

Cable Plant at Quest Data Center	$75 per hr.
Desktop/Printer	$78 per hr.
Video Surveillance, Access Control	$95 per hr.
Audio/Video, Video Conferencing	$95 per hr.
Network, IaaS, Server, or Storage	$150 per hr.
Program or Project Manager	$140 per hr.
SQL, .NET, SharePoint	$180 per hr.
VoIP, Security, Mobility, VMware, or Citrix	$180 per hr.
DevOps/SSO/Orchestration Engineer	$210 per hr.
Incident Response Resource	$350 per hr.

On-Site Scheduled Support (4 hr. min, scheduled 24 hrs. in advance)

Data Cabling	$90 per hr.
Desktop/Printer	$85 per hr.
Video Surveillance, Access Control	$98 per hr.
Audio/Video, Video Conferencing	$98 per hr.
Network, IaaS, Server, or Storage	$175 per hr.
Program or Project Manager	$145 per hr.
SQL, .NET, SharePoint	$195 per hr.
VoIP, Security, Mobility, VMware, or Citrix	$195 per hr.
DevOps/SSO/Orchestration Engineer	$210 per hr.
Incident Response Resource	$350 per hr.

After Hours Technical Support (4 hr. min, less than 24 hr. notice and/or after hrs./weekends)

Data Cabling	$95 per hr.
Desktop/Printer	$125 per hr.
Video Surveillance, Access Control	$135 per hr.
Audio/Video, Video Conferencing	$150 per hr.
Network, IaaS, Server, or Storage	$210 per hr.
SQL, .NET, SharePoint	$250 per hr.
VoIP, Security, Mobility, VMware, or Citrix	$250 per hr.
DevOps/SSO/Orchestration Engineer	$285 per hr.