

Any attachment is hereby incorporated into this Agreement and made a part of it. In the event of any conflict between the language in this Agreement and any attachment incorporated herein, the language in this Agreement will govern and take precedence over any attachment. For all terms not covered by this Agreement, any and all terms stated or referenced in the Quotation shall apply.

- 3. The Consultant will commence providing services under this Agreement on _____, and will diligently, properly date and in full compliance perform as required and complete the performance of services by _____. Time shall be of date the essence in the performance of this Agreement. If the Consultant at any time during the term of this Agreement becomes noncompliant with any of the terms and conditions hereof or noncompliant with any applicable regulatory requirement including any suspension, revocation or termination of any permit, certification or license which is required in order for the Consultant to properly perform under this Agreement, then the Consultant shall immediately notify the originating department, copying the notification to Purchasing in writing at 20 W. Lugonia, Redlands, CA 92374.
- 4. **INDEPENDENT CONTRACTOR:** The Consultant is an independent Contractor and will perform said services as an independent calling and not as an employee of the District. Accordingly, nothing in this Agreement shall be construed as establishing a relationship of employer and employee, or principal and agent, between the District and the Consultant or between the District and any of Consultant’s agents or employees. Consultant is solely responsible for its own acts and the acts of any of its agents or employees as they relate to any services provided. Consultant and its agents and employees shall not be entitled to any rights and or privileges of the District’s employees and shall not be considered in any way to be the employees of the District. Each party acknowledges that the Consultant is not an employee for state or federal tax purposes, State Unemployment Compensation or Worker’s Compensation, or any other purpose.
- 5. The District will prepare and furnish to the Consultant upon request such existing information as is reasonably necessary for the performance of the Consultant. The Consultant shall provide its own equipment, vehicle, materials, supplies, food, incidentals and tools, etc. which may be required for the proper performance of this Agreement. Each party shall cooperate with the other party.
- 6. **PAYMENT:** The total amount to be paid to the Consultant for any and all services satisfactorily rendered inclusive of all expenses, supplies and materials pursuant to this Agreement is _____ \$ 24,077.63 (dollar amount).

If _____

(i.e. # of hours X \$rate per hour/day)

It is the sole obligation of the Consultant to ensure that the sum of the hours worked multiplied by the hourly rate does not exceed the total not to exceed amount authorized under this Agreement.

The total not-to-exceed amount and any hourly rate of the Consultant shall be inclusive of any and all expenses such as overhead and profit, fees, subcontract costs, automobile insurance to the amount required under California State law or more, materials, supplies, taxes, worker’s compensation, mileage, travel, incidentals, food and the like.

Payment shall be made to the Consultant within thirty (30) days after receipt of a fully supported and detailed invoice which clearly indicates as applicable, any progress completed, milestones achieved, any reports (draft, preliminary or final) issued, dates worked, increments of hourly work (rounded to the nearest quarter hour increment), subcontract cost, etc. The District will not be obligated to make more than one (1) payment to the Consultant each month.

- 7. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, work products and other materials produced by Consultant under this Agreement shall be the sole and exclusive property of District. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by Consultant in the United States or in any country without the prior written consent of the District. The District shall have unrestricted authority to publish, disclose, distribute, transfer and use copyright or patent any such materials produced by Consultant under this Agreement.
- 8. **SUSPENSION:** The District may at any time and for any reason suspend performance of Services by the Consultant and compensate Consultant only for services satisfactorily rendered to the date of such suspension. Written notice by the District shall be sufficient to suspend further performance of services by the Consultant.. The notice shall be deemed given when received, upon electronic confirmation of a facsimile transmission, or no later than three days after the day of mailing, whichever is soonest. Upon receipt of any notification of suspension of Services by the District, the Consultant shall promptly provide and deliver to the District any and all work product in progress or completed to date including any reports, drafts, electronic information or the like to the District. Unless otherwise identified, notice will be provided to the address shown at the signature block area on the last page of this Agreement. Facsimile notices shall be accepted.
- 9. **INDEMNIFICATION:** The Consultant agrees to and shall hold harmless and indemnify the District, its officers, agents, and employees from every claim or demand made by a third party and every third party liability or loss, damage, or expense of any nature whatsoever, which may be incurred by reason of:
 - a. Liability for damages for death or bodily injury to person, injury to property, or any other loss, damage or expense to the extent caused by the negligent acts or omissions of the Consultant or any person, firm or corporation employed by the Consultant for whose acts they may be liable in connection with the services called for in this Agreement, except for liability for damages referred to above which result from the negligence or willful misconduct of the District, its officers, employees, or agents.
 - b. Any injury to or death of persons or damage to property, sustained by any persons, firm or corporation, arising out of, or in any way connected with the services covered by this Agreement, whether said injury or damage occurs either on or off school district property, but only to the extent caused by the negligent acts or omissions of Consultant or any person, firm or corporation employed by the Consultant for whose acts they may be liable
 - c. Any and all claims under worker’s compensation acts and other employee benefit acts with respect to Consultant’s employees or sub Consultant(s) arising out of Consultant’s work under this Agreement.

u. Any and all costs, liabilities, actions, judgments, interest awards, reasonable attorneys' fees, costs, fines, penalties, damages or expenses from any third party claim against the District arising out of or resulting from Provider's failure to comply with any of the obligations under Section 8 of this Agreement.

The Consultant, at the Consultant's expense, cost, and risk, shall defend any and all such actions, suits, or other proceedings that may be brought or instituted against the District, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the District, its officers, agents, or employees in any action, suit or other proceedings as a result thereof.

10. MINIMUM INSURANCE REQUIREMENTS: Consultant shall obtain and maintain the policies of insurance or equivalent program of self insurance and limits as shown below for the duration of this Contract.

- a. Commercial General Liability insurance with limits not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, unless otherwise agreed in writing by the District.
- b. Automobile liability insurance in an amount not less than \$1,000,000 per accident for all owned, hired and non-owned vehicles.
- c. Workers Compensation as required under California State law.
- d. Professional Liability insurance in an amount not less than \$3,000,000 per occurrence. Such insurance coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this Agreement.
- e. The Provider shall provide a Certificate(s) of Liability Insurance using ACORD Form 25, indicating the required insurance coverages within ten (10) days of the effective date of this Agreement NAMING THE DISTRICT AS ADDITIONAL INSURED on the Commercial General Liability policy using endorsements CG 20 10 and CG 20 37 or their equivalent.
- f. The policies indicated in paragraphs 10.a., 10.b. 10.c. 10.d. and 10.e. shall include a waiver of subrogation endorsement in favor of District.
- g. The policies indicated in paragraphs 10.a. and 10.b. shall include a primary, non-contributory endorsement in favor of District or District's insurance or self-insurance program.

- Certificate of Insurance Attached with endorsements as specified
- Workers Compensation Certificate Attached OR
- Sole Proprietor/ NO Workers Comp. Certificate Needed
- Proof of TB clearance for all employees working individually with students
- Criminal records check...Department of Justice Fingerprint Clearance is required before commencement of services, see form attached IF working individually with students
- Site must run consultant/s thru Meganslaw.ca.gov search if consultant is on a school site. Site shall attach proof of this to contract

11. The Consultant shall maintain and preserve any and all written and electronic records relating to this Agreement, including without limitation, invoice support (e.g., hours and days worked and other detail) for a period of not less than three (3) years after final payment under this Agreement. The District, its employees and agents and the Office of the State Auditor shall have the right to audit, examine, inspect and copy any and all of Consultant's records relating to this Agreement at any time during normal business hours. Additionally, pursuant to Government Code Section 8546.7, the Consultant is hereby advised that every contract involving the expenditure of public funds in excess of ten thousand dollars (\$10,000.00) shall be subject to examination and audit of the State Auditor as specified in the code.

12. ASSIGNMENT: This Agreement is not assignable or delegable by either party, except upon the prior written consent of the other party.

13. COMPLIANCE AND CERTIFICATION: The Consultant shall comply with all applicable District, federal, state, and local laws, rules, regulations, policies and ordinances and workers' compensation laws. The Consultant represents and warrants it does not have any potential, apparent or actual conflict of interest relating in any way to this Agreement. The consultant and any of its employees and/or sub Consultant(s) are NOT presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any agency.

14. The Consultant, if an employee of another public agency, certifies that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually performed pursuant to this Agreement.

15. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties, except that the District may unilaterally amend this Agreement in writing to accomplish the following changes:

- a. Increase dollar amounts
- b. Effect administrative changes
- c. Effect other changes as required by law.

16. CONFLICT OF INTEREST: Consultant represents that it has no existing financial interest and will not acquire any such interest, direct or indirect, which could conflict in any manner or degree with the performance or services required under this Agreement and that no person having any such interest shall be subcontracted in connection with this Agreement, or employed by the Consultant. Consultant will take all necessary steps to avoid the appearance of a conflict of interest and shall have duty to disclose to the District prior to entering this Agreement any and all circumstances existing at such time which would pose a potential conflict of interest.

17. This Agreement constitutes the entire Agreement between the parties and supersedes any and all prior or contemporaneous oral or written Agreements.

18. GOVERNING LAW: This Agreement shall be governed and construed by the law of the State of California regardless of any conflicts of laws or rules that would require the application of the laws of another jurisdiction. Venue shall be in San Bernardino County, California.

19. CONFIDENTIALITY: All communications and information obtained by the Consultant from the District relating to this Agreement and all information developed by Consultant under this Agreement are confidential. All information that is not generally known to the public that is disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party") or that is otherwise learned by the Receiving Party in the course of its discussions or business dealings with, or its physical or electronic access to the premises of, the Disclosing Party, that by the nature of the circumstances surrounding the disclosure or receipt ought to be treated as confidential, shall be considered "Confidential Information" which shall be held in strict confidence by the Receiving Party for three (3) years from the date of disclosure and shall be used only for purposes of the delivery of Products or Services Should there be a need for the Consultant to maintain on its server(s) and/ or other data storage media, personnel and/or student information protected by the Family Educational Rights and Privacy Act Regulations 34 CFR Part 99 (FERPA) or the Health Insurance Portability and Accountability Act (HIPAA), Consultant must take appropriate measures to ensure the security of said information and maintain its confidentiality according to applicable regulations. District shall encrypt at the application level all data that is considered sensitive data or that must be treated as confidential under state or federal law or under District's contractual obligations to others, which is provided to Consultant or to which Consultant is otherwise granted access. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated thereunder), and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated thereunder). In the event that District fails to comply with this Section d and a security breach results in the dissemination of unencrypted sensitive data, Consultant disclaims all liability for said breach.

Authorized representatives of the parties have executed this Agreement as indicated below.

Consultant: **Logicalis, Inc.**

 DocuSigned by **David Dunn**
 Consultant/Firm Name **David Dunn** Regional Vice President

 CDADF1F9ACBD4DB...
 Consultant Address **2600 w. Big Beaver Rd,**

 City, State, Zip **Ste 150, Troy, MI 48084**

District:

 Redlands Unified School District 20
 West Lugonia Ave. Redlands, CA 92374

(Signature, Authorized Representative)

(Telephone)

Assistant

Superintendent, Business Services
Chief Business Official

David Monaco

Supervisor/ Principal/ District Administrator

(email address) 5/29/2024 | 2:19 PM EDT

Funding Administrator (if Applicable)

05 / 29 / 2024

(Date)

(Date)

District Board of Education Approval Date: _____ District Requisition Number: _____ P.O. Number: _____

Pricing Summary

The following is a price summary of Logicalis' proposed solution.

Price Summary	Amount
Software	\$10,800.00
Professional Services	\$13,277.63
Grand Total	\$24,077.63



Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com



Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy.

Redlands USD - Cisco ISE 2.x to 3.x Upgrade Quotation # 2024-183442v1

Customer Name & Address	Logicalis Account Executive
Mike Newmeyer Redlands Unified School District 20 W Lugonia Ave Redlands, CA 92374-2234 909-748-6723 mike_newmeyer@redlands.k12.ca.us	Jesse Zepeda Corona, CA 90602 +1 9513932313 jesse.zepeda@us.logicalis.com
Bill To Address	Ship to Address
Redlands Unified School District P.O, Box 3008 Redlands, CA 92373-1508	Redlands Unified School District 9 West Delaware Redlands, CA 92374

Quotation expiration date: May 19, 2024

Item	Qty	Part Number	Description	Unit Price	Extended Price
Products					
1	1	ISE-SEC-SUB	Cisco Identity Service Engine Subscription	\$0.00	\$0.00
2	1	SVS-ISE-SUP-B	Basic Support for Identity Service Engine Subscription	\$0.00	\$0.00
3	10000	ISE-E-LIC	Cisco Identity Service Engine Essentials Subscription - 36 months	\$1.08	\$10,800.00
<i>Products Subtotal</i>					\$10,800.00
Logicalis Professional Services - Fixed Fee					
4	1	PS	Project Initiation	\$6,638.82	\$6,638.82
5	1	PS	Project Completion	\$6,638.81	\$6,638.81
<i>Logicalis Professional Services Fixed Fee Subtotal</i>					\$13,277.63

Grand Total	
Products and Services Subtotal:	\$24,077.63
Grand Total:	\$24,077.63

Solution Summary

Redlands USD has engaged Logicalis with their Cisco Identity Services Engine (ISE) 2.x to 3.x Migration Project.

It is Redlands USD goal to upgrade their environment to the latest Cisco ISE version.

Current ISE licenses/environment:

- (4000+) Base License
- (2) TACACS+ Feature License
- (5) VM Small License

Virtual Machines are running ISE 2.7.0.356 Patch 3 and ISE personas are deployed as following:

- (1) Primary Admin / Policy Service Node
- (1) Primary Monitor Node
- (1) Secondary Admin and Secondary Monitor Node
- (2) Policy Services Nodes

Logicalis will upgrade existing environment to version 3.x.

Professional Services Statement of Work

Communication & Network Services - Security Tasks and Activities

- 1 Plan for Cisco Security
 - 1.1 Data Gathering
 - 1.1.1 Review and validation of the project implementation strategy, documentation and desired outcomes
 - 1.1.2 Gather existing network/system Information
 - 1.1.3 Gather system specific information (name scheme, IP addresses, etc.)
 - 1.2 Implementation Planning
 - 1.2.1 Create a high-level timeline
 - 1.2.2 Conduct a Customer review meeting for approval of the implementation plan, test plan and fallback plan
- 2 Upgrade for Cisco Security
 - 2.1 Identity Services Engine (ISE)
 - 2.1.1 Complete (5) firmware/OS upgrade(s) for ISE
- 3 Validate
 - 3.1 Cutover
 - 3.1.1 Cutover system into production (including testing)
- 4 Support

- 4.1 Knowledge Transfer
 - 4.1.1 Complete (4) hours of system admin knowledge transfer including content creation
- 4.2 Day One Support
 - 4.2.1 Provide (4) hours of first business day support

Deliverables

- As Built document with device configuration files

Project Management

The assigned Logicalis Project Manager will be responsible for providing the following services:

Project Manager 2 (Low Rigor)

Planning

- Project initiation phone call
- Resource scheduling
- High-level milestone timeline

Execution

- Product tracking, if applicable
- Weekly project status call and email
- Resource management and allocation
- Project escalations

Monitoring & Controlling

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline monitoring

Closing

- Project Closure and Acceptance processing

Professional Services Assumptions / Customer Responsibilities

Logicalis has identified the following customer responsibilities:

- Participate in the kick-off meeting
- Designate appropriate personnel to work with Logicalis during this project
- Participate in all discovery and design meetings
- Provide diagrams or any project-related materials requested by Logicalis to complete the project
- Allow access to necessary equipment and facilities (project related)
- Provide Logicalis Engineer with remote network access capabilities (e.g., remote access VPN) to perform necessary project specific tasks
- Agree that the agreed-upon design will not change between the acceptance of this Statement of Work and completion of services herein agreed upon.
- Ensure all necessary preparation is completed at least (2) days prior to the beginning of the scheduled professional services.
- **Provide all necessary hardware/software and licensing (this includes virtual resources).**
- Schedule all necessary downtime required for the completion of professional services identified.
- Schedule knowledge transfer session with the appropriate personnel within (3) weeks of go-live if applicable.
- Delays caused by the customer's failure to meet all these responsibilities shall be billed identified, communicated to client and addressed using Project Change Requests (PCR) process

Logicalis has identified the following assumptions and out of scope items:

- All work will be completed remotely and during regular business hours (8am through 5pm PST) except for cutovers
- Re-configuration of existing network equipment
- Re-configuration of any Cisco ISE policies
- Profiling and Posturing in Cisco ISE
- **Any items not previously listed are considered out of scope and should not be implied**

Non-Contiguous Delivery

Logicalis has selected, designed, and quoted the Services to be performed and (as applicable) Deliverables to be provided under this SOW with an understanding that they will be delivered in more than one discrete time interval and/or in planned phases of work (i.e., non-contiguously). To enable Logicalis to deliver maximum value of the Services within the mutually accepted timeframe set forth in this SOW, Customer acknowledges and agrees that a Project Change Request, setting forth any applicable adjustments to the project timeline and pricing, including but not limited to hourly, recurring, and flat fee pricing (depending on the impact on Logicalis' efficiencies and resource allocations), will need to be made and executed in any of the three (3) following events:

1. Customer requests a change of the SOW timeline or scheduling of Services for convenience; or
2. Customer is the precipitating reason, either by its own action or inaction or that of its contractors, agents, employees, or (as applicable) users of Services performed under this SOW, cause a delay in the performance of Services by Logicalis; or
3. Customer requests a project hold (i.e., a pause in Logicalis' performance of Services).

Each such Project Change Request will describe, at the minimum, the duration and/or extent of the timeline or scheduling change, the reason for Customer's request for a timeline or scheduling change, and any applicable pricing changes resulting from such change

Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.
2. All items not specifically included in this document are out of scope.
3. Prices are valid for 30 days from date of the document unless otherwise stated.
4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
2. Any variation in quantity or requested delivery may result in price changes.
3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.
4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.
5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
6. To the extent this Quotation includes Cisco Cloud Services, the following link shall apply: www.cisco.com/c/en/us/about/legal/cloud-and-software/cloud-terms.html. "Cisco Cloud Services" shall mean any of the offerings described on the aforementioned link. If Customer does not issue a purchase order to Logicalis or otherwise accept a Logicalis quotation to renew such Cisco Cloud Services, or does not otherwise provide written notice of non-renewal, at least forty-five (45) days prior to the end of the then-current subscription term thereof, then the Cisco Cloud Services shall automatically renew and Customer agrees to pay Logicalis for such renewed subscription term at the rates charged by Logicalis therefor.

Terms Applicable for Professional Services Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.
2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.
3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of \$65.

Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer's Purchase Order or P.O. number does not indicate Logicalis' acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:
Redlands Unified School District
David Monaco

Accepted By:
Logicalis, Inc.
DocuSigned by:
David Dunn
CDADF1F9ACBD4DB...

Signature
David Monaco

Signature
David Dunn

Printed Name
Technology Services Manager

Printed Name
Regional Vice President

Title
05 / 22 / 2024

Title
5/29/2024 | 2:19 PM EDT

Date

Date

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