



CITIZENS' OVERSIGHT COMMITTEE MEETING

NOTICE AND AGENDA

November 17, 2021

6:30 PM

VIRTUAL MEETING ONLY

To join the meeting:

By phone dial + 1 205-844-5145 PIN: 813 301 088#

From your computer, on your calendar invite click on

Join with Google Meet

From your computer, type in your browser: meet.google.com/tud-wzts-ati

- I. Call to Order**
- II. Resolution No. 11-17-21**
- III. Public Comment**
- IV. Approval of the October 2021 Meeting Minutes**
- V. Review of Measure TT and Measure O related Board Reports**
- VI. Board of Education COC Liaison Report**
- VII. Facilities Reports – Chief Barnes**
 - **Dr. Leslie Barnes, Chief Finance and Operations Officer**
 - School Specific Master Plan Update
 - COC Orientation/Bylaws
 - **Consolidated Budget Report**
 - MTT Projects
 - Measure O Projects
 - **Construction Status Report**
 - MTT Projects
 - Measure O Projects
- VIII. DSA Closure Status – January 2022 COC Meeting**
- IX. Next meeting date: December 15, 2021 or December 22, 2021**

RESOLUTION NO. 11-17-21

PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A
STATE OF EMERGENCY BY GOVERNOR ISSUED ON MARCH 4, 2020, AND
AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITIZEN'S
OVERSIGHT COMMITTEE OF THE PASADENA UNIFIED SCHOOL DISTRICT FOR THE
PERIOD NOVEMBER 2021 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, Pasadena Unified School District is committed to preserving and nurturing public access and participation in meetings of the Board of Directors; and

WHEREAS, all meetings of Pasadena Unified School District's legislative bodies are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's legislative bodies conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provisions for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, such conditions now exist in the District, specifically.

NOW, THEREFORE, THE CITIZEN'S OVERSIGHT COMMITTEE OF THE PASADENA UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Proclamation of Local Emergency. The Board hereby proclaims that a local emergency now exists throughout the District, and meeting in person would present imminent health risks to attendees due to the prevalence of the Delta variant of the COVID-19 virus, the indoor setting of meeting facilities, the potential presence of unvaccinated individuals attending meetings, the potential for noncompliance with mask wearing requirements, and the desire to protect the health of immuno-compromised individuals. Social distancing is crucial for slowing the spread of the COVID-19 virus and preventing our health care system from becoming overwhelmed.

Section 3. Ratification of Governor's Proclamation of a State of Emergency. The Board hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

Section 4. Remote Teleconference Meetings. District staff that support this legislative body are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of

this Resolution including, conducting open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 5. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) DECEMBER 15, 2021 [30 DAYS FROM ADOPTION OF RESOLUTION], or such time the Board of Directors adopts a subsequent resolution in accordance with Government Code section 54953(e) (3) to extend the time during which the legislative bodies of the Pasadena Unified School District may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the CITIZEN'S OVERSIGHT Committee of the Governing Board for Pasadena Unified School District this 17TH day of NOVEMBER, 2021, by the following vote:

Ayes: _____ Nays: _____ Absent: _____

Signed: _____

Clerk/Secretary



Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
DRAFT Meeting Minutes for October 27, 2021

Meeting was held remotely with Google Meet

- I. Meeting called to order 6:35pm
 - a. Present:
 - i. COC
John Robinson, Eliza Jane Whitman, Angela Uriu, Paul Nerenberg, Stephen Aquino, and Wayne Hammack
 - ii. PUSD
Dr. Leslie Barnes, Leonard Hernandez, Kim Kenne, Patrick Cahalan
 - iii. Safework CM
Michael Villegas, Kiyana Latrece Bella, Ted Sierra, and James O'Reilly
- II. Resolution No. 10-27-21
 - a. Resolution No. 10-27-21 was unanimously approved which ratify the proclamation of a state of emergency by Governor issued on March 4, 2020 and authorizing remote teleconferencing meetings of the COC
- III. Public comments
 - a. None
- IV. Nomination and vote for COC Secretary
 - a. Wayne Hammack volunteers to be the COC Secretary and was unanimously approved. Wayne will start on the November 17th COC meeting
- V. Approval of September 2021 meeting minutes
 - a. Approved unanimously
- VI. Review of Measure TT and Measure O related Board Reports
 - a. No Number – Funds for Relocatable classrooms at Altadena Arts Magnet per County Regulations – The following questions were provided:
 - i. **ACTION ITEM:** COC members recommended Facilities staff update the staff analysis to add soft cost items such as design, DSA review and approval, ADA compliance, civil items and refurbishment of the relocatable classrooms to assist in the \$500,000 budget estimation.
 - ii. It was confirmed that MTT funds would be utilized up to \$400,000 then Developer fees would be utilized for the additional \$100,000.

Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes for October 27, 2021

- b. No Number – Approval of Proposal with PlanetBids for both Measure O and the District Wide Procurement Process – The following questions were provided:
 - i. **ACTION ITEM:** COC members recommended Facilities staff update the staff analysis to indicated that the Board Report is authorizing the set up cost and 1st year of the costs only. In addition it was requested that the “maybe extended” be removed from this Board Report as this this is a 5 year contract based on the pricing provided by PlanetBid for Year 1.
 - ii. **ACTION ITEM:** The funding title/code needs to be provided before Board approval.
- VII. Board of Education COC Liaison Report – Patrick Cahalan presenting
 - a. Provided a Measure O Update;
 - b. Indicated that a Facilities Master Plan schedule was going to the Board for review and approval;
 - c. Indicated that a budget revisions update was happening sooner than in the past;
 - d. Discussed the SER II Plan for Federal Aid;
 - e. Indicated that a District Management Group was to be hired to develop a Strategic Plan for PUSD
 - f. Indicated that the City of Pasadena will be signing a Memorandum of Understanding to lease Jefferson Elementary School for the next 6-year at approximately \$100,000/year.
 - g. Indicated that the COC bylaws have been uploaded to the PUSD website and Annual Reports will be next.

COC membership had a discussion regarding the SER III funds which is a non-MTT or Measure O item.

- VIII. Facilities Reports
 - a. Dr. Barnes discussed
 - i. School Specific Master Plan Updates including:
 - 1. Barrier Removal
 - 2. Shade structures over playgrounds that were recently installed as a part of MTT
 - 3. Curb Appeal projects
 - 4. Plumbing improvements but mentioned that plumbing improvements might be completed with other funds.
 - ii. Presented a schedule (Not in COC package) that was going to be presented to the Board for Measure O and COC members had some comments including:
 - 1. Including a Town Hall meeting at the beginning to support the meeting scheduled at the end of the 1 year schedule
 - 2. Recommend Community Outreach be conducted earlier.

Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes for October 27, 2021

3. COC wanted to know who was facilitating the meetings and it was indicated that SafeworkCM would be the facilitator.
- b. The SafeworkCM team lead by Mike Villegas reviewed a 11 page power point presentation that is in the COC package and included:
 - i. Functional Chart
 1. **ACTION ITEM:** COC recommended that Facilities Task Force, School Saft Task Force and DAC Committee be added.
 - ii. Key Definitions including
 1. Facilities Master Plan (FMP)
 2. Condition Assessment
 3. Needs Assessment
 - iii. Next Six Months Action
 1. Incorporation of IT Program into Measure O Program Management
 2. Develop Standard Operating Procedures for Design and Construction
 3. Project Implementation Plan (PIP)
 4. Update District Design/Build (D/B) Standards
 5. Implement Project Management Information System (PMIS)
 6. Revamp & On-Going Maintenance of Facilities, Maintenance & Operations (M&O) Website
 7. Request for Qualifications and Request for Proposals
 8. Develop Community Outreach Program
 - iv. Data Collection Update
 1. Facility Report
 2. Concept Design
 3. Specific Facilities Needs Report – 12 Categories
ACTION ITEM: What are the 12 categories of Measure O School Report?
 - v. Executive Architect
 1. Solicitation for a Program Executive Architect to complete FMP using the Educational Master Plan from 2016 and Facilities Master Plan from 2008
 - vi. Program Budget Updates
 1. Evaluation of a new PMIS for Measure O
 - a. Kahua is recommended and going to Board for approval on 12/16/2021
 2. Review Release of Series 1 Bonds and Establish Budgets
 - a. Set-up Budget Structure for Measure O Projects
 - b. Quick Start Projects
 - vii. Project Priorities
 1. Develop a Project Prioritization Criteria with Executive Architect

Pasadena Unified School District (PUSD)
CITIZENS' OVERSIGHT COMMITTEE (COC) MEETING
Meeting Minutes for October 27, 2021

- c. Consolidated Budget Status for Measure O (No date)
 - i. **ACTION ITEM** - Summarize by School and/or District Wide projects
 - ii. **ACTION ITEM** - Outline projects that were approved by PUSD Board
- d. Consolidated Budget Status by Funds for MTT dated October 21, 2021:
 - i. **ACTION ITEM** – COC members asked that the header from Page 1 be carried across on all pages.
 - ii. **ACTION ITEM** - COC members asked why the overall budget for MTT decreased from the September 17, 2021 Consolidated Budget Status by Funds by \$365,325 to \$362,727,515 when compared to the July 22, 2021 Consolidated Budget Status by Funds. The October 21, 2021 summary increased the overall budget by \$35,531 but still needs an explanation.
 - iii. **ACTION ITEM** – PUSD member discussed the additional funds that were added to the Muir and PHS track and the PHS HVAC/Chiller are not additional funds for the projects but were due to the budget year change over. The request to facilities is to move the monies out of those project accounts, if they are not required and back into the central account.
- e. Construction Status Report for Measure O (No Report)
 - i. **ACTION ITEM** - COC requested that all Measure O IT Projects for Tendaji “TJ” Jamal be reported on to the COC members via a separate Measure O Construction Status Report.
- f. Construction Status Report for MTT dated October 27, 2021
 - i. **ACTION ITEM** - COC requested that the % of completion be update from August 2021 to month of the COC meeting for the Altadena Portables project.
- IX. DSA Closure Status as of October 27, 2021
 - a. A status of DSA Close-out projects for both MTT projects and the Solar projects was provided.
- X. Next Meeting date
 - a. November 17, 2021 at 6:30 p.m. via a virtual format
 - b. **ACTION ITEM** – PUSD Facilities to provide RESOLUTION NO: 11-17-21 allowing COC to ratify the proclamation of a state of emergency by Governor issued on March 4, 2020 authorizing remote teleconferencing meetings of the COC.
- XI. Adjournment 8:40 pm

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

REVISED

Topic: APPROVAL OF CONTRACT RC1202:20:21 WITH NIC PARTNERS FOR THE
INSTALLATION AND CONFIGURATION OF DATA CENTER SWITCHES

**RECOMMENDATION: The Board of Education approve contract RC1202:20:21 with
NIC Partners for the installation and configuration of the Data Center switches**

Anticipated Effect on Student Outcomes: To ensure that all students have the digital tools and reliable access to technology necessary for a successful learning experience.

I. BACKGROUND:

On December 12, 2013 the board of education approved the site integration to domain network controller project. Adding all the workstations and users to a domain enabled many critical services including; user-based authentication, user-based file store and replication, user-based rights and privileges, and centralized computing security and management.

Over the last 5 years the Board has approved the use of Erate funds to build out both the wide area network (WAN) spanning across Pasadena, Altadena, and Sierra Madre and all of the local area network (LAN) at each of the school site campuses. We are now in a position to capitalize on the infrastructure investments by consolidating all of the local school sites servers into a centralized server environment with a dedicated failover server environment.

II. STAFF ANALYSIS:

The approval of this purchase will provide a 100-gigabit backbone for the new server infrastructure project. NIC Partners will install and configure four Nexus data center switches in PUSD's Data Center and failover Data Center for full redundancy.

Attachments: Statement of Work
Proposal 42118

III. FISCAL IMPACT:

This refresh is part of the voter approved Education Technology Bond. Funds in the amount not to exceed \$281,077.34 will be provided upon approval of this agreement.

**Pasadena Unified School District
Board of Education Agenda:**

May 27, 2021

Submitted by:

Tendaji Jamal, Chief Information Technology Officer

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

Funding title/code:

Name: Measure O Ed Tech

String: 21.0-97091.0-00000-77000-6450-0000165

Approved:



Brian O. McDonald, Ed.D.
Superintendent

Originator: Tendaji Jamal, Chief Information Technology Officer

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.



Statement of Work

Pasadena USD – 9500

May 14, 2021

This Statement of Work (SOW) is made and entered into between Network Integration Company Partners, Inc. hereinafter referred to as “NIC Partners” and Pasadena USD, hereinafter referred to as “CUSTOMER”. This SOW defines the services and deliverables that NIC Partners shall provide to the Customer under the terms of the Agreement (“Services”). The terms of this SOW are limited to the scope of this document and shall not be applicable to any other SOW, which may be executed and attached to this Agreement. Acceptance of this proposal is subject to the standard NIC Partners Terms and Conditions attached herewith.

The information contained in this Statement of Work is **confidential** and **privileged**. It is intended to be reviewed only by the Organization named above. If you are not an authorized employee of the organization, you are hereby notified that any review, dissemination or copying of this Statement of Work is prohibited.

Prepared For: Tendaji Jamal Chief Technology Officer Pasadena USD 351 S. Hudson Ave. Pasadena, CA 91101 626-791-9445 jamal.tendaji@pusd.us	Prepared By: Greg Mantooth NIC Partners 11981 Jack Benny Drive Suite 103 Rancho Cucamonga, CA 91739 909-919-2830 gmantooth@nicpartnersinc.com	Sr. Account Manager: Bob Cook NIC Partners 11981 Jack Benny Drive Suite 103 Rancho Cucamonga, CA 91739 909-919-2826 bcook@nicpartnersinc.com
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PROJECT OVERVIEW

The purpose of this project is to install and configure core and Nexus data center switches in the Data Center for Pasadena USD.

PROJECT SPECIFICATIONS

Planning and Design - Switches

- NIC Partners will host a series of low-level design meetings with Customer and any other parties with vested interest in the network design & configuration details.
- At the low-level design meeting(s), the following information will be determined:
 - VLANs
 - Routing / Protocols
 - Multicast
 - IP addresses and ranges
 - DHCP configuration, if applicable
 - Standard operating systems & patch levels to deploy
 - Login/password information and requirements
 - SNMP strings and telnet/SSH requirements for remote login
 - Copper/fiber patch cable requirements and availability
 - Power and rack space requirements for equipment in IDFs/MDF
 - Requirements for post-installation testing and customer sign-off documents
 - Project implementation dates and project close-out procedure
 - Centralized infrastructure monitoring applications & report scheduling
- Any design requirements that were not explicitly stated here but are necessary for a successful implementation.

Configuration and Installation -Switches

- This part of the project consists of the following components:
- Pasadena Data Center
 - (4) Cisco C9500-48Y4C-A
 - (4) Cisco N9K-C93180YC-EX
- NIC Partners will perform the following for the Cisco series switches
 - Collect inventory information from new equipment and record in a spreadsheet
 - Apply labels and asset tags (if provided by Customer)
 - Configure switches with info collected from the design phase
 - Physically mount switch in rack/cabinet environment and connect power
 - Connect fiber patch cables into switches
 - Fiber patch cables, QSFP-100G-AOC10M, will be used to connect the switches

PASADENA USD - 9500

- Perform validation tests agreed determined in the design phase of the project.
- NIC Partners will ensure that the new hardware is routing traffic, as expected.
- NIC Partners will provide remote support following the cut-over or migration of equipment.
 - The estimate includes (4) consecutive hours of remote support beginning the morning after each cut-over or migration (which includes core switch and edge switch migrations).
 - If the new equipment experiences a hardware failure or becomes unreachable from a remote location, NIC Partners will dispatch an Engineer for on-site troubleshooting.

PROJECT DESIGN

Switch integration into the network will be discussed in the low-level design meeting.

PROJECT CONSTRAINTS

- Unless otherwise arranged with the Customer, NIC Partners will avoid disruption to the classroom environment.

PROJECT ASSUMPTIONS AND EXCLUSIONS

- Unless otherwise indicated in this document, it is assumed that all NIC Partners Technicians working on 'public works' projects shall work the 'first shift'. This implies that the Technician(s) shall work no more than (8) consecutive hours, exclusive of meal period, between the hours of 6:00am through 5:00pm, Monday through Friday.
 - NIC Partners will be able to accommodate the Customer in performing work outside of these hours if needed. Doing so, however, may require a change order as California's prevailing wage laws dictate differential pay for 2nd shift, 3rd shift, overtime, and holidays.
- This scope of work includes professional services only. Any materials, licensing, or maintenance contracts required for the successful implementation of the project may be purchased with the project or procured outside of the project and provided to NICP during the course of the implementation.

REVISION NOTES

Rev 1- Initial SOW – GM – 5-13-21

Rev 2 – GM - Changed SFP type

Rev 3 – GM – Changed SFP qty and switch qty

STAKEHOLDERS, ROLES & RESPONSIBILITIES

Project Team Contacts				
NAME	COMPANY	ROLE	PHONE	EMAIL
Tendaji Jamal	Pasadena USD	Chief Technology Officer	626-791-9445	jamal.tendaji@pusd.us
Greg Mantooth	NIC Partners	Sales Engineer	909-919-2830	gmantooth@nicpartnersinc.com
Bob Cook	NIC Partners	Sr. Account Manager	909-919-2826	bcook@nicpartnersinc.com

TIMELINE

The actual project timeline will be agreed upon during the Project Planning phase. It is assumed that the project may take up to one month to completely implement.

CUSTOMER RESPONSIBILITIES

If the project is to be successful, Customer must commit to the following general obligations unless specifically specified otherwise in this SOW:

1. Provide approved purchase orders in a timely manner, to ensure that hardware and software (if required) will be obtained before the commencement of any phase where needed.
2. Appoint a lead technical resource that will be the point of contact for all technical questions.
3. Meet with the NIC Partners Engineer(s) to provide adequate input into the design requirements.
4. Ensure that adequate physical access to project locations (rooms, equipment, and wall jacks) be afforded to NIC Partners personnel such that they can complete the integration and design work in a timely manner.
5. Provide security clearance and access to facilities, as required. This includes badges, passwords, access cards, and parking privileges. Access shall be granted to servers and/or desktop PCs when required to accomplish the goals of the project.
6. Ensure customer-provided wiring is in place and functioning per manufacturer specifications.
7. Customer is responsible for all cabling and cross-connecting of wires needed to complete any of the project tasks unless otherwise specified in the statement of work.
8. Customer is responsible for providing patch cords for all newly installed equipment, unless new cables are indicated in the bill-of-materials. IP Phones come with a single patch cord out of the box.
9. Configuration outside of the requirements for the product being installed will not be performed unless explicitly stated in the 'Project Specifications' section of this document. NIC Partners and the customer must agree jointly on a configuration change and document that change as a Change Order to the project.
10. Customer shall provide the necessary power (voltage/AMPS/receptacle form factor) and access to power sources for all equipment being installed unless otherwise specified in the statement of work.
11. If customer-provided racks/enclosures are used, sufficient space must be afforded to fit new the equipment. If the new equipment will not fit in existing racks/enclosures, a change order may be issued by NIC Partners, which may potentially result in additional labor and/or cost.
12. Customer shall provide adequate cooling for all equipment being installed with this project. Most equipment is rated for a maximum temperature of 104°F.
13. Customer is responsible for the installation and configuration of software on end-users' PCs/Macs/Chromebooks/etc (unless indicated otherwise in the 'Project Specifications' section of this document).
14. Customer shall ensure accuracy of data/information supplied to NIC Partners.
15. For VoIP projects, the Customer shall provide NIC Partners with appropriate extensions, specific codes and zone information for paging.
16. Customer shall provide a complete list of any required usernames and logon IDs where needed.
17. Customer shall assist in the development and validation of test plans required for project closeout.
18. Customer is responsible for all system backups upon project completion.
19. Customer shall provide adequate training facilities if end-user training is included in the project.
20. Customer understands that training on any NIC Partners-installed hardware or software is not provided unless specifically written in Project Specifications section of this SOW.
21. Customer understands that change orders issued after project commencement will be evaluated for impact to the project and may result in the need for additional time and cost.

ACCEPTANCE CRITERIA

NIC Partners will determine, in conjunction with the customer at the customer kickoff meeting, what the acceptance criteria will be for this project to enable a successful completion to the satisfaction of both NIC Partners and Customer. These criteria are used to demonstrate the successful installation and operation of the required services for Customer and this project within the scope of this Statement of Work.

During this project, NIC Partners may request that you initial and date each criterion to signify acceptance. Upon successful completion of all tests, NIC Partners will provide Customer with a Project Completion Form. Customer agrees to promptly sign the Project Completion Form to confirm the completion of the project described in this Statement of Work. Please see **Appendix C - Completion Certificate** at the end of this document.

If additional work other than that listed in this SOW Project Specifications is required, NIC Partners reserves the right to document and incorporate a Change Order to this Statement of Work. Please see **Appendix B - Change Order Request Form**, at the end of this document.

PROJECT PRICING

Please refer to NICP Quote 42118

PAYMENT SCHEDULE

NIC Partners will bill 100% of equipment and materials upon receipt and 25% of labor upon execution of contract. Additional labor invoices shall be submitted once a month for labor performed during that month.

CANCELLATION OF CONTRACT

A 30-day notice must be given in writing for all cancellation or change in personnel requests. If the customer requests a new project lead/consultant, NIC Partners will work to fill that role as soon as possible within that 30-day period.

If the customer cancels the contract after work has been performed, customer is liable for services completed to date. Customer agrees to pay for the amount of services rendered.

PROPOSAL ACCEPTANCE / CHANGE MANAGEMENT PROCEDURES

After both parties sign this Statement of Work document, no change to the statement of work shall be entertained by either party unless both parties agree to and sign a completed Change Order Request (Appendix B).

Engineering support not specified in this Statement of Work is billable at published hourly rates. Any delays caused by the customer's equipment, facility, personnel, or network provider shall be billed on a time and materials basis in one-hour minimums. Services provided do not include troubleshooting problems related to existing network infrastructures. NIC Partners is not liable for configurations or integration work not performed by NIC Partners.

AGREEMENT PROVISIONS: This agreement includes the attached terms and conditions and any amendments which have been signed by both parties.


Network Integration Company Partners, Inc.

By:

Name:

Title:

Date:


Franklin P. Saeed
Managing Partner
6-2-21


Pasadena USD

By:

Name:

Title:

Date:


Tendaji K. Jamal
Chief Information Technology Officer
June 2, 2021

STANDARD TERMS AND CONDITIONS

PAYMENT TERMS: NIC Partners will bill 100% of equipment and materials upon receipt and 25% of labor upon execution of contract. Additional labor invoices shall be submitted once a month for labor performed during that month. A late payment charge of 1 ½ % per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are 'payment in full' prior to shipping. Customer agrees to pay finance charge on all overdue balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of 1 ½% (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or hereafter imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination by NIC PARTNERS.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees. NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. The cost of such bonds is to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or

like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not

been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

RETURNS: Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover the cost of handling and restocking charges.

DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law.

SPECIAL CIRCUMSTANCES / COVID-19: Contractor shall not be held liable for any impacts, delays, labor overruns, material overruns and/or cost overruns related to its Work stemming from the current flu epidemic, and/or COVID-19 (Coronavirus epidemic) as defined by the United States Centers for Disease Control and Prevention. Contractor may be entitled to a reasonable change order for any time and costs incurred due to said epidemic(s). As an example, if NIC Partners technicians are scheduled to be on-site for 8 hours and are sent home after 4 hours due to COVID-related campus closures, NIC Partners may consider issuing a change order for the 4 remaining hours. No change orders shall be issued without discussion and agreement between the NICP Project Manager and the Customer.

APPENDIX A – PROJECT APPROACH

NIC Partners will provide the following services in a phased or milestone approach to ensure the most accurate and successful deployment of product and services for the project. There are three distinct phases that make this project, which are outlined below. NIC Partners will provide project coordination on behalf of the customer to help ensure a successful deployment.

The NIC Partners approach includes a dedicated Project Manager who will work with the Customer in prioritizing and developing a project plan with agreed timelines, payment milestones, and completion criteria. The Project Manager will work with the Customer to develop a communications plan which outlines the communications process expected by the Customer throughout the project lifecycle. The Project Manager will conduct weekly status meetings (or as required) with the customer to address progress of the project and to resolve any outstanding issues before moving on to new tasks or phases. Our experienced Project Manager will become the single point of contact for the project in all its phases and will provide a consistent communication link with identified Customer employees. All work will be scaled to be within the scope as stated herein.

- Phase 1: Project Planning and Design
- Phase 2: Project Implementation, Cutovers and Testing
- Phase 3: Project Documentation and Closeout

Phase 1: Project Planning and Design

Objectives & Scope

- 1) NIC Partners Project Management will work with the customer to plan and design the required management type components to successfully implement the proposed solution(s). NIC Partners will include the following (where applicable):
 - a) High-level project schedule
 - b) Develop the project phase and or milestone sign-off forms
 - c) Develop the payment schedule (tie to Project phases, equipment list and/or WBS)
 - d) Develop the project equipment transmittal form requirements
- 2) NIC Partners Project Management will work with the customer to plan and design for the physical component requirements to successfully implement the proposed solution(s). NIC Partners will include the following (where applicable):
 - a) Customer site and or location staging requirements
 - b) Review the physical locations and options for power and network connectivity
 - c) Identify and determine of method of access for project teams and staff to project sites
- 3) NIC Partners Project Management will work with the customer to plan and design for the logical component requirements to successfully implement the proposed solution(s). NIC Partners will plan for the following (where applicable):
 - a) Equipment Information Sheet requirements (EIS)
 - i) Asset tag requirements
 - ii) Special labeling requirements
 - b) Design requirements
 - c) IP and Naming convention requirements
 - d) Security access plans (usernames, passwords, ACS integration, etc.)

- e) Quality of Service requirements (QoS)
 - f) Backup systems and or policies
- 4) NIC Partners Project Management will work with the customer to plan and design for the testing component requirements to successfully implement the proposed solution(s). NIC Partners will include the following for NIC Partners provided equipment (where applicable):
- a) Physical and logical testing plan
 - b) Testing and site completion plan documents
 - c) Customer specific application testing, if specified in this SOW Project Specifications

Deliverables (if applicable to the project)

Items outlined in the "Objectives & Scope" section above

- a) Project Management documents
 - i) Project Schedules
 - ii) Payment schedules
- b) Physical Planning and Design documents
 - i) Sample site survey reports
 - ii) Badges and or key requirements
- c) Logical Planning and Design documents
 - i) EIS sample document
 - ii) Visio planned designs (one high-level page for new network designs)
 - iii) IP and Naming convention sample document
 - iv) Dial Plans sample document (required for Voice projects only)
 - v) Obtain any required asset tags
 - vi) Sample labels if needed
- d) Testing Plans
 - i) Testing plan and site completion sign form

Phase 2: Project Implementation, Testing and Cutovers

Objectives & Scope

- 1) This section should include project and or site-specific information to deploy the equipment to and in the customer's site and network along with testing and sign-off documents (where applicable).
 - a) Oversight of NIC Partners Engineering Deployment Procedures
 - b) Customer-specific requirements as outlined in the Planning and Design phase above
 - c) Time and location for delivery of equipment, along with customer-required signatures and approvals
 - d) Install and test all equipment per NIC Partners testing plan and project or site-specific testing plan as developed in the Planning and Design phase
- 2) Project and/or site-specific cut-over requirements as outlined from the Planning and Design phase (where applicable)

Assumptions and Exclusions

- 1) See Customer Responsibilities section above.

PASADENA USD - 9500

Deliverables (if applicable to the project)

- 1) Signed equipment transmittal(s)
- 2) Signed site-specific, or project testing and sign off form, if required
- 3) Signed customer retired equipment form, if required
- 4) Signed Notification of Completion

Phase 3: Project Documentation and Closeout

Deliverables (if applicable to the project)

- 1) Completed Equipment Information Sheets (EIS)
 - a) Make, model, IP address, MAC address, access (ID, password), and required information
 - b) Physical design documentation; NIC Partners will update customer-provided electronic 2D drawings for cabling projects, where required. NIC Partners will document one page per location that will show location of NIC Partners-provided main components (Surveillance, Access Control, Cable Runs)
 - c) NIC Partners can create a new CAD drawing, at additional costs to the project
- 2) NIC Partners will provide the customer with only basic configurations in printed and electronic format, where possible. Note that installation instructions, how-to user guides, training guides and the like are not provided unless specifically included in this SOW Project Specifications. NIC Partners will assist in providing access to applicable vendor-provided online documentation
- 3) Provide all required maintenance and warranty information

APPENDIX B - CHANGE ORDER REQUEST

In reference to the section titled Change Management Procedures of the above referenced Statement of Work between Network Integration Company Partners, Inc. (NIC Partners) and Pasadena USD, both parties hereby certify, by the signature of an authorized representative, that this Change Order shall amend and be fully incorporated into the existing Statement of Work (SOW).

Change Order Number:

- 1. Reason for Change Request:
- 2. Changes to SOW:
- 3. Impact (cost, schedule):
- 4. Purchase Order Issuance (If applicable):

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Order Request to be fully executed.

Submitted by:

Acknowledged and Agreed:

Network Integration Company Partners, Inc.

Pasadena USD

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX C - COMPLETION CERTIFICATE (SAMPLE)

NOTICE OF COMPLETION

Network Integration Company Partners, Inc. (NIC Partners) does hereby notify Pasadena USD that all work performed under the statement of work specified under the below listed purchase order has been completed in accordance with standards and regulations governing such work. This work is ready for your review and as such NIC Partners does hereby request authorization to invoice the full amount as stated in the PO listed below to include any applicable retention percentages, for all work performed.

Customer: Pasadena USD
Project Name: 9500 Install
Job Number:
Customer PO:

As an authorized representative of the above listed customer, I do hereby affirm all work has been inspected for thoroughness and compliance and has been completed.

1. Customer agrees that the project can be billed complete.

Inspected By:

Name: _____
Customer Authorized Representative

Title: _____

Signature: _____
Customer Authorized Representative

Date: _____

As an authorized representative of the above listed customer, I do hereby authorize Network Integration Company Partners, Inc., (NIC Partners) to invoice 100% of the above listed PO for the work performed at the above listed facility. By signing I do hereby acknowledge this project as accepted as delivered in accordance with the statement of work applicable to this project.

Authorized By:

Name: _____
Customer Authorized Representative

Title: _____

Signature: _____
Customer Authorized Representative

Date: _____

NIC Partners Inc.
 11981 Jack Benny Drive, Ste. 103
 Rancho Cucamonga, CA 91739

BILL TO:		JOB LOCATION:	
COMPANY	Pasadena Unified School District	COMPANY	Pasadena USD
ADDRESS	351 S. Hudson Ave.	ADDRESS	351 S. Hudson Ave.
		DATE	May 14,2021
		EXPIRY DATE	June 13,2021
		SALES REP.	ROBERT COOK
	Pasadena, CA 91109		Pasadena, CA 91109
CONTACT		PHONE	(909)919-2826 EXT
		EMAIL	bcook@nicpartnersinc.com
PHONE	(626)396-3600	PHONE	(626)396-3600

TITLE:

Pasadena USD - 9500 (Rev 2)

SCOPE OF WORK:

NASPO ValuePoint AR-233 (14-19) PA# 7-14-70-04:

The GSPD 401IT - General Provisions - Information Technology Statement of Work terms apply to all orders and supersedes the corresponding Sections of the GSPF401IT terms. Authorized purchasers issuance of purchase order(s) is deemed acceptance of these Statement of Work Terms.

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
N9K-C93180YC-EX	Nexus 9300 with 48p 10/25G SFP+ and 6p 100G QSFP28	4.00	\$10,806.3000	\$43,225.20
CON-SNT-93180YCX	*SNTC-8X5XNBD Nexus 9300 with 48p 60-month support	4.00	\$3,777.0600	\$15,108.24
MODE-NXOS	Dummy PID for mode selection	4.00	\$0.0000	\$0.00
NXOS-9.3.3	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.3	4.00	\$0.0000	\$0.00
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	4.00	\$0.0000	\$0.00
NXA-PAC-650W-PE	Nexus NEBs AC 650W PSU - Port Side Exhaust	8.00	\$0.0000	\$0.00
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8.00	\$0.0000	\$0.00
NXA-FAN-30CFM-F	Nexus Fan, 30CFM, port side exhaust airflow	16.00	\$0.0000	\$0.00
QSFP-100G-AOC10M	100GBASE QSFP Active Optical Cable, 10m	16.00	\$881.0720	\$14,097.15
C1E1TN9300XF-5Y	*Data Center Networking Essentials Term N9300 XF, 5Y Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	4.00	\$7,920.4800	\$31,681.92
SVS-B-N9K-ESS-XF	*EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K Initial Term - 60.00 Months Auto Renewal Term - 0 Months Billing Model - Prepaid Term	4.00	\$0.0000	\$0.00
C9500-48Y4C-A	Catalyst 9500 48-port x 1/10/25G + 4-port 40/100G, Advantage	4.00	\$9,432.9000	\$37,731.60
CON-SNT-C9504YA4	SNTC-8X5XNBD Catalyst 9500 48-port 25/100G only, Adva 60-month support	4.00	\$5,922.0000	\$23,688.00
C9500-NW-A	C9500 Network Stack, Advantage	4.00	\$0.0000	\$0.00
SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	4.00	\$0.0000	\$0.00
C9K-PWR-650WAC-R	650W AC Config 4 Power Supply front to back cooling	4.00	\$0.0000	\$0.00
C9K-PWR-650WAC-R/	650W AC Config 4 Power Supply front to back cooling	4.00	\$842.9400	\$3,371.76
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8.00	\$0.0000	\$0.00
C9K-T1-FANTRAY	Catalyst 9500 Type 4 front to back cooling Fan	8.00	\$0.0000	\$0.00
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	12.00	\$0.0000	\$0.00
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	12.00	\$0.0000	\$0.00
NETWORK-PNP-LIC	*Network Plug-n-Play Connect for zero-touch device deployment	4.00	\$0.0000	\$0.00
C9500-DNA-48Y4C-A	C9500 DNA Advantage, Term License	4.00	\$0.0000	\$0.00
C9500-DNA-A-5Y	*DNA Advantage 5 Year License	4.00	\$8,096.2400	\$32,384.96
C9500-SSD-NONE	No SSD Card Selected	4.00	\$0.0000	\$0.00
C9K-F1-SSD-BLANK	Cisco pluggable SSD storage	4.00	\$0.0000	\$0.00
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	144.00	\$219.1350	\$31,555.44

NIC Partners Inc.
11981 Jack Benny Drive, Ste. 103
Rancho Cucamonga, CA 91739

BILL TO:		JOB LOCATION:	
COMPANY	Pasadena Unified School District	COMPANY	Pasadena USD
ADDRESS	351 S. Hudson Ave.	ADDRESS	351 S. Hudson Ave.
	Pasadena, CA 91109		Pasadena, CA 91109
CONTACT		CONTACT	
PHONE	(626)396-3600	PHONE	(626)396-3600
		DATE	May 14,2021
		EXPIRY DATE	June 13,2021
		SALES REP.	ROBERT COOK
		PHONE:	(909)919-2826 EXT
		EMAIL:	bcook@nicpartnersinc.com

TITLE:

Pasadena USD - 9500 (Rev 2)

PART #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
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Authorized Signature

By: _____

Name: _____

Date: _____

Non-Taxable Material:	\$64,066.88
Taxable Material:	\$129,981.15
Tax:	\$13,323.07
Labor:	\$34,910.00
Service/Maintenance:	\$38,796.24
Shipping:	\$0.00
Other Services:	\$0.00
TOTAL:	\$281,077.34

By signing this proposal, you acknowledge that you are authorized to enter into a binding agreement on behalf of your company/organization, and (unless governed by public sector purchasing contract/agreement) you agree to the terms and conditions below.

STANDARD TERMS & CONDITIONS

PAYMENT TERMS: Invoices shall be submitted twice a month, normally on the first and fifteenth. Bills are due and payable when submitted. A late payment charge of 1-1/2% per month (18% annually) may be applied to amounts outstanding ten days (10) days after the date of the statement.

EQUIPMENT PAYMENT TERMS: Established accounts, Educational Institutions and Government Agencies are net 30 days. All others are payment in full prior to shipping. Customer agrees to pay finance charge on all over due balances.

INTEREST: If payment is not received by NIC PARTNERS within 30 calendar days of the invoice date, the Customer shall pay as interest an additional charge of one-and-one-half (1.5) percent (or the maximum allowable by law, whichever is lower) of the PAST DUE amount per month. Payment hereafter shall first be applied to accrued interest and then to the unpaid principal.

TAXES: Prices shown may not include all sales or other taxes imposed on the sale of goods and services. Taxes now or here after imposed upon sales or shipments shall be added to the purchase price. Buyer agrees to reimburse Seller for any such tax or provide Seller with acceptable tax exemption.

COLLECTION COSTS: In the event legal action is necessary to enforce the payment provisions of this Agreement, NIC PARTNERS shall be entitled to collect from the Customer any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by NIC PARTNERS in connection therewith and, in addition, the reasonable value of NIC PARTNERS time and expenses spent in connection with such collection action, computed at NIC PARTNERS prevailing fee schedule and expense policies.

SUSPENSION OF SERVICES: If the Customer fails to make payments when due or otherwise is in breach of this Agreement, NIC PARTNERS may suspend performance of services upon five (5) calendar days' notice to the Customer. NIC PARTNERS shall have no liability whatsoever to the Customer for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Customer.

TERMINATION OF SERVICES: If the Customer fails to make payment to NIC PARTNERS in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by NIC PARTNERS.

SET-OFFS, BACKCHARGES, DISCOUNTS: Payment of invoices is in no case subject to unilateral discounting or set-offs by the Customer, and payment is due regardless of suspension or termination of this Agreement by either party.

INDEMNITY AND INSURANCE: Each party shall be responsible for and hold the other party harmless from any loss sustained by such party relating to death, bodily injury, or damage to tangible physical property which is caused by the negligent acts or omissions of the party's agents or employees.

NIC PARTNERS shall obtain and keep in force at all times liability insurance coverage for bodily injury, death, and property damage in an amount not less than One Million Dollars (\$1,000,000.00)

BOND: Costs of Performance and Payment bond is not included. If required, NIC PARTNERS shall furnish Customer, in a form satisfactory to Customer, full and duly executed Performance and Payment Bonds, underwritten by a surety or sureties satisfactory to the Customer, in the full amount of this Agreement. Cost of such bonds to be paid directly by Customer.

ARBITRATION: All claims, disputes, and other matters in question arising out of, or relating to, this Contract or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Notice of the demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. The demand for arbitration shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event shall it be made after substantial completion of the project for which this Contract is awarded.

LIABILITY: NIC PARTNERS shall not, in any event be liable to customer for incidental or consequential damages, including without limitation, lost business, profit or unavailability of all or part of the system. The pricing granted elsewhere in this agreement is based upon and is in partial consideration for this limitation on remedies.

WARRANTY (Limited): NIC PARTNERS warrants the products installed under this agreement against defects in material and workmanship from a period of one year from project completion. NIC PARTNERS shall repair or replace defective product during the warranty period with new or like new parts. Returned product becomes the property of NIC PARTNERS when replaced. This warranty is void if installed product is abused, misused or altered. This warranty is exclusive and is Customer's only remedy. Without limiting the generality of the foregoing limitations and disclaimers, while the system is not designed, sold, or intended to be used to detect, intercept, transmit or record oral or other communications of any kind, NIC PARTNERS cannot control how the system and its components are used and, accordingly, NIC PARTNERS does not warrant or represent, expressly or implicitly, that use of the software, licensed materials derived there from will comply and conform to the requirements of Federal, State and or Local statutes, ordinances and laws, or that the use of the system will not violate the privacy rights of the third parties. You shall be solely responsible for using the system you the system in full compliance with applicable law and the rights of third persons. Further, regardless of any prior statements, representations, or course of dealings by any NIC PARTNERS representatives, NIC PARTNERS does not warrant or represent, expressly or implicitly, that the software, licensed materials, or use of any of the same will: result in the prevention of crime or hostile enemy action, apprehension or conviction of any perpetrator of any crime, military prosecution of any enemy force, or detection or neutralization of any criminal, combatant or threat; prevent any loss, death, injury, or damage to property due to the discharge of a firearm or other weapon; in all cases detect and plot the location of all firearm discharges within the designated coverage area; the supplied network will remain in operation at all times or under all conditions. Any and all warranties, express or implied, of fitness for high risk purposes requiring fail-safe performance are hereby expressly disclaimed. You and NIC PARTNERS each acknowledge and agree that the software, license materials, and the system are not consumer goods, and are not intended for sale to or use by or for personal, family or household use.

OWNERSHIP: NIC Partners shall retain ownership of all materials supplied until the customer takes possession of the materials at their facilities. Upon receipt the customer assumes the risks and ownership of all materials. NIC Partners has the right to restore ownership of the materials to NIC Partners if the customer fails to pay for the materials under the terms of the contract. Once ownership has been restored to NIC Partners due to non-payment, NIC Partners may retrieve from the Customer's premises any material supplied where payment has not been tendered. The Uniform Commercial Code of California shall govern this sale and this order shall not be assignable, but shall bind the representative and successors of the parties and their benefits.

LIENS: Seller may file a lien within 90 days after furnishing labor, materials, or services to a project as long as preliminary lien notice is sent to Buyer under the provisions of the Construction Lien Law of the state where services are rendered. The lien notice is no way intended to reflect the financial stability of the Buyer, but simply advises the Buyer of Seller's rights to file the lien if required.

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DELAYS: Seller is not responsible for delays in delivery or installation occasioned by acts of God or other circumstances over which the Seller has no control.

MISCELLANEOUS: This Agreement constitutes the entire understanding of the parties with respect to the subject matter of this Agreement and merges all prior communications, representations, and agreements. This Agreement may be modified only by a written agreement signed by the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable. This Agreement shall be construed under the laws of the state where services are rendered, excluding rules regarding conflicts of law

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

REVISED

Topic: APPROVAL OF CONTRACT RC1203:20:21 WITH STS EDUCATION FOR THE
REFURBISHMENT OF USED DELL CHROMEBOOKS MODEL 3189

**RECOMMENDATION: The Board of Education approve contract RC 1203:20:21 with
STS Education for refurbishment of used Dell Chromebooks Model 3189**

Anticipated Effect on Student Outcomes: To ensure that all students have the digital tools and reliable access to technology necessary for a successful learning experience.

I. BACKGROUND:

On March 25, 2021, the Pasadena Unified School District approved the purchase of 16100 new student Chromebooks and the buyout of the Dell Lease Agreement for Dell Chromebooks Model 3189. The Dell Chromebooks Model 3189 will continue to be utilized for distance learning and simultaneous-hybrid learning, for the Summer School program. Eventually, these used devices will be swapped out with the new Chromebooks recently purchased and will be used to replace the loaner devices and community use devices available on all of the PUSD campuses that have reached the end of their life cycle, and are no longer supported by Google after this year.

II. STAFF ANALYSIS:

It is recommended that the board of education approve contract RC 1203:20:21 with STS Education for the refurbishment of the used Dell Chromebooks Model 3189. Chromebook devices being collected from 28 sites will be inventoried, refurbished and delivered to the sites to be used as loaner devices and for community use.

Attachments: STS Education SOW
Quote-15101

III. FISCAL IMPACT:

This Chromebook refurbishment project is part of the voter approved Education Technology Bond. Funds in the amount not to exceed \$340,000.00 will be provided upon approval of this agreement.

**Pasadena Unified School District
Board of Education Agenda:**

May 27, 2021

Submitted by: 
Tendaji Jamal, Chief Information Technology Officer


**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

Funding title/code:

Name: Measure O Ed Tech

String: 21.0-97091.0-00000-77000-58500-0000165

Approved:



Brian O. McDonald, Ed.D.
Superintendent

Originator: Tendaji Jamal, Chief Information Technology Officer

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.

Pasadena USD

Below is a detailed outline of the scope of work for the services to be completed in relation to the audit, cleaning, and update services of 17,000 Dell 3189 chromebooks for Pasadena USD

Device Collection and Audit Service

On-Site Collection of Chromebooks

- Collect Chromebook devices from 28 school sites.
- Transport to STS Education facility.

Chromebook Audit and Service

- Exterior cleaning of Chromebook devices.
- 'Power Wash' OS on all devices, restoring factory settings.
- Enroll Chromebook devices into Google Domain.
- Enroll Chromebook devices into Follet Destiny.
- Asset Tag Chromebook devices (STS or District provided).
- Inform customer with details of any damaged Chromebook devices.

Inspection and Update Service Does Not Cover (Please Initial to Acknowledge you have read and understand each statement)

- Any hardware or installation of parts, cables or installation materials not listed herein unless agreed upon by all parties prior to the start of install. Initials TJ
- Repair service for damaged devices. Initials TJ
- Parts needed for Repair of damaged devices. Initials TJ
- Installation of new software applications in excess of what is listed in this Scope Of Work. Initials TJ

Summary of Responsibilities

STS Education

- Provide packing materials for the shipment of 17,000 Dell 3189 chromebooks from 28 locations.
- Pick up chromebooks from 28 Pasadena USD locations.
- Audit and services listed within this Scope Of Work.
- Deliver chromebooks to 28 Pasadena USD locations are instructed by customer.

Pasadena USD:

- Available employee for access to all classrooms during walkthrough, collection, and delivery phases.
- Provide up-to-date login credentials and necessary admin rights for Google Management Console
- Provide up-to-date login credentials and necessary admin rights for Follet Destiny.
- Timely notice of any change of scope.
- Technician available to answer any technical questions should they arise during inspection and update process.
- Provide all necessary permits (if applicable).

The Right Technology



- Provide necessary information for installation such as room numbers, network information, and onsite contact.

Timing Summary

Pasadena USD agrees to a service timeframe of 8 weeks (40 working days) for STS education to complete chromebook collection, audit servicing, and delivery per details provided within this Scope Of Work.

Changes in Scope of Work

Should Pasadena USD wish to change the Scope of Work or add additional activities or deliverables, the parties shall prepare a written amendment to the Scope of Work for execution by both parties. A party shall not vary from the Scope of Work until the parties have agreed to do so in writing. Any changes or additions to the Scope of Work may add additional costs and time delays to the project. Initials TJ

If this scope of work is in alignment with the needs and understanding of Pasadena USD, please sign and date below.

Pasadena USD

Name: Tendaji Jamal

Title: Chief Information Technology Officer

Date: June 2, 2021

Signature: 

The Right Technology

130-A W. Cochran Street, Simi Valley, CA 93065 | (866) 499-2580 | stseducation-us.com



Company Address	130-A W. Cochran St. Simi Valley, CA 93065 US	Created Date	5/19/2021 4:01 PM
		Expiration Date	6/18/2021
		Quote Number	Q-15101
Prepared By	Jonathan French	Account Name	Pasadena Unified School District (CA)
Email	jonathan.french@stseducation-us.com	Contact Name	TJ Jamal
Fax	(888) 801-3381	Phone	(626)396-3600
		Email	jamal.tendaji@pusd.us
Bill To Name	Pasadena Unified School District (CA)	Ship To Name	Pasadena Unified School District (CA)
Bill To	351 S HUDSON AVE PASADENA, CA 91101-3599	Ship To	1505 N Marengo Ave Pasadena, CA 91103

Quantity	Product Name	Product Description	Sales Price	Calculated Total Price
17,000	White Glove Services	STS Audit Services - Pickup from 28 Sites - Packaging Materials Provided - Transport to STS for Audit - Exterior Cleaning - Power Wash Chrome OS - Enroll into Google Domain - Enroll into Follet Destiny - Asset Tag (District Provided) Full Report of Damaged/Good Units - Return to 28 Locations	\$20.00	\$340,000.00

Total Price	\$340,000.00
Tax	\$0.00
Grand Total	\$340,000.00

All sales are subject to applicable sales tax at the time of shipment.

Financing options are available with approved credit.

STS Education stands behind the products and services we provide. For more information on our warranties and guarantees, visit: [stseducation-us.com/resources/customer-support](https://www.stseducation-us.com/resources/customer-support).

<https://www.stseducation-us.com/>

Tendaji Jamal

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA
REVISED**

Topic: APPROVAL OF CONTRACT RC1200:20:21 WITH DELL FOR SERVER
INFRASTRUCTURE UPGRADE

RECOMMENDATION: The Board of Education approve contract RC1200:20:21 with Dell for server infrastructure upgrade

Anticipated Effect on Student Outcomes: To ensure that all students have the digital tools and reliable access to technology necessary for a successful learning experience.

I. BACKGROUND:

On December 12, 2013 the board of education approved the site integration to domain network controller project. Adding all the workstations and users to a domain enabled many critical services including; user-based authentication, user-based file store and replication, user-based rights and privileges, and centralized computing security and management.

Over the last 5 years the Board has approved the use of Erate funds to build out both the wide area network (WAN) spanning across Pasadena, Altadena, and Sierra Madre and all of the local area network (LAN) at each of the school site campuses. We are now in a position to capitalize on the infrastructure investments by consolidating all of the local school sites servers into a centralized server environment with a dedicated failover server environment.

II. STAFF ANALYSIS:

The approval of this project will allow us to consolidate 31 site servers into a modernized central production server environment in our data center with an in-network dedicated disaster recovery (DR) site. The new servers will consolidate 37 physical servers in our data center into 4 physical servers in our data center and our DR site. The two environments will be supporting all of our current general purpose VMs and production applications such as user authentication, file storage, print services, environmental management, transportation applications, and food services applications while also providing the building blocks for future technologies. Both of the new server environments will be backed with a 5-year ProSupport agreement from Dell.

Attachments: VxRail and Data Protection Proposal
VxRail - Prod+ Migration - Quote 3000086070268.2
VxRail - DR - Quote 3000086070840.2
DPS Solution+ CR w/Resident & CR Serv - Quote
3000086071682.2 PowerScale Statier Bundle - Quote
3000086072098.1

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

III. FISCAL IMPACT:

This refresh is part of the voter approved Education Technology Bond. Funds in the amount not to exceed \$1,152,046.46 will be provided upon approval of this agreement.

Pasadena Unified School District

Board of Education Agenda:

May 27, 2021

Submitted by:


Tendaji Jamal, Chief Information Technology Officer

Funding title/code:

Name: Measure O Ed Tech

String: 21.0-97091.0-00000-77000-6450-0000165

Approved:



Brian O. McDonald, Ed.D.
Superintendent

Originator: Tendaji Jamal, Chief Information Technology Officer

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

Modernize for the Future

Pasadena Unified School District

VxRail + Data Protection Proposal



Perry Vu
David Buchner
Aaron Williams

DELL EMC

Executive Summary



The IT team at Pasadena Unified School District provides full service technology support, data management and security service for 27 schools across entire district. The support and dependability of the student applications and data within their department is critical for the success of the **17,000 students that attend school daily**.

Pasadena Unified seeks to **modernize and consolidate their technology infrastructure** supporting general purpose VMs and legacy production applications, while also planting the building blocks for future technologies. The existing infrastructure introduces growing management complexities, which exposes new risks to the system that upholds the day to day success of the students and production of the faculty.

PUSD has leveraged it's partnership with Dell Technologies to propose a Storage Modernization Plan that supports and protects all data, and delivers consistent application compatibility.

The Technology Modernization Plan includes the following:

1. Refreshes the legacy virtualization and apps environment to the market leading **Dell VxRail solution, reducing multiple data center locations and operational complexities**
2. Provides complete backup, disaster recovery and cyber-recovery solution, enhancing security, **protecting critical data and guaranteeing quick, clean recovery in the event of an imminent ransomware attack**, while continuing to modernize the overall data protection environment for current and future workloads.
3. Delivers **5-years of Dell backed ProSupport Plus** coverage for all new technology – ensuring fast and consistent support for your environment
4. Provides a solution that lays out a long term strategy to **consolidate and simplify** data center operations

Where Dell Can Help?



Challenges

Increased Risk

Limited support life left on Equallogic and aging servers will introduce future risk if not addressed

Unpredictable Spend

Additional workloads will push the current architecture to its current capacity limits, and will continue to be costly to manage with "Band-Aid" capacity fixes and maintenance extensions

Limited Performance

The aging infrastructure is limiting the overall performance of VM workload ecosystems

Outcome

Reliability

Enterprise class hardware layered with 5 years of Dell ProSupport Plus will mitigate the risk of any unexpected outages

Predictable Spend

Scalable infrastructure, with enough capacity for future growth and the flexibility to scale as needed. Clear Price maintenance outlook

Stability

Introduces a stable, high performing architecture that's easily scalable.

VxRail



Benefits of HCI adoption

Agility



Public cloud speed, efficiency, and economics within the data center

Scalability



Start small and easily scale up or scale out while maintaining performance levels

Simplicity



Simplify operations with software-driven automation and lifecycle management

Improve efficiency | Lower OpEx costs

VxRail

The ONLY jointly engineered HCI system with VMware, for VMware, to enhance VMware



9900+
Customers



\$5B
Annual Revenue



37%*
Growth Rate



130K+
Nodes

EDGE

CORE

CLOUD



VDI



**Video
Analysis**



SAP HANA



AI/ML



Kubernetes

*Source: IDC Quarterly Converged Tracker, Q3 2020, Hyperconverged Systems product category

VxRail Maturity and Reliability

ACHIEVED

99.9999%
High
Availability*

SUSTAINED

4
Continuous
quarters*

REALIZED

92%
Less
downtime**

Ensure availability and confidence for every workload

“We wanted to be more resilient. Having the Dell EMC VxRail foundation has given the business more confidence in IT. We're having fewer interruptions, and when they do occur, they're much shorter.”

Atlantis, the Palm, Dubai

*Based on internal Dell Technologies testing (July 2020). AD# G20000255

**IDC White Paper: The Business Value of Dell EMC VxRail and VMware Cloud Foundation on Dell EMC VxRail. November 2020.

9 Dell Inc.

DELLEMC

What is inside VxRail?



VMware HCI Software

- Choice of vSAN
- vCenter Server
- vRealize Suite Ready
- vSphere Ready*
- VMware Tanzu (optional)
- VMware Cloud Foundation (optional)

VxRail HCI System Software

- **VxRail Manager**
- Cloud-based management
- RESTful APIs
- Automation and orchestration services
- Ecosystem connectors

Data Protection Options

- RecoverPoint for VMs
- VMware vSphere Replication

*Compatible with a broad range of customer-supplied vSphere licenses

Lifecycle management with VxRail Manager

VxRail HCI System Software ensures continuously validated states



Overburdened IT staff

Up to
60% improved efficiency
of IT infrastructure team¹



Disruption to business

Reduce downtime with up to
88% fewer unplanned outages¹



Budget efficiencies

Lower costs by 47%
compared to a similar public
cloud solution²

**52% lower cost of
operations** compared with
refreshing legacy environments¹

¹"Delivering Efficient Business Expansion with Dell EMC VMware-Based HCI," IDC whitepaper sponsored by Dell EMC, October 2018.

²"The Cost of Using the Public Cloud," Evaluator Group, Jan 2019.

Scale how you need, when you need it

Minimizes risk and enables pay as you grow

Start with what you need

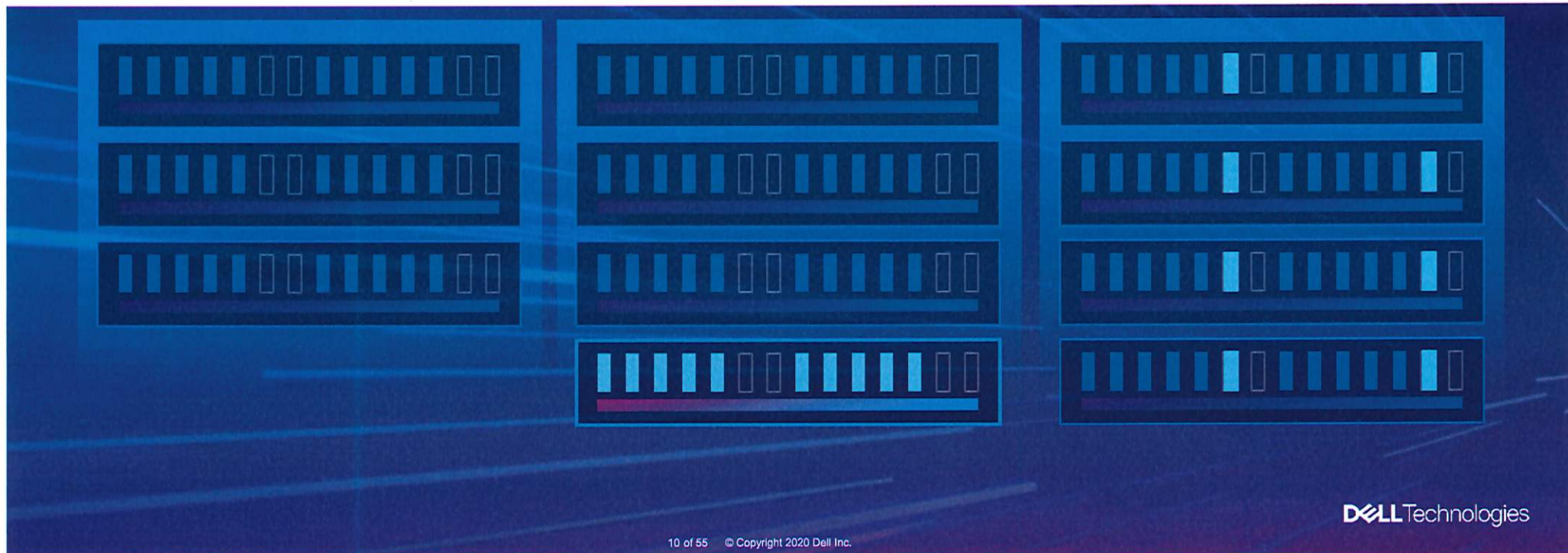
Minimize risk by closely
matching your requirements

Scale out

Add as few as one node to
increase performance and capacity

Scale up

Incrementally add storage
as data grows



PUSD – LiveOptics Assessment

Pasadena USD

CPU

Peak CPU 129 GHz
Net CPU 788.80 GHz
Cores 352
CPU Sockets 74

Capacity

Used 49.77 TB
Free 197.86 TB
Total 247.63 TB

Memory

Peak Memory Usage 1.21 TB
Total Memory 3.06 TB

Peak Aggregate Network Throughput

3.56 gigabits/s

IOPS at 95%

19232

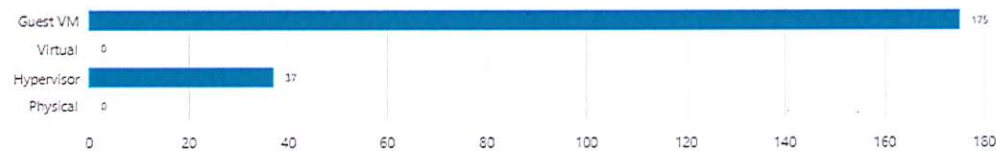
Average Daily Write

1.37 TB

Server Roles

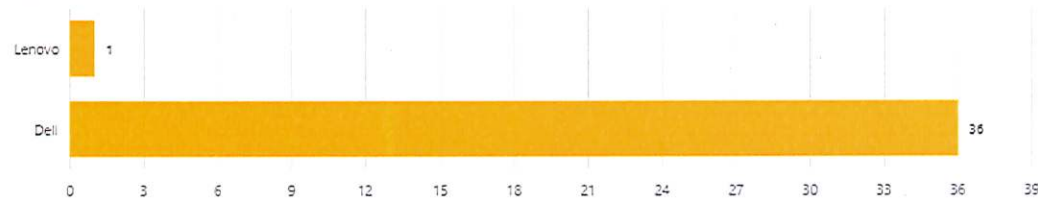
Total Servers: 37

Ratio: 4.7 VMs per Hypervisor



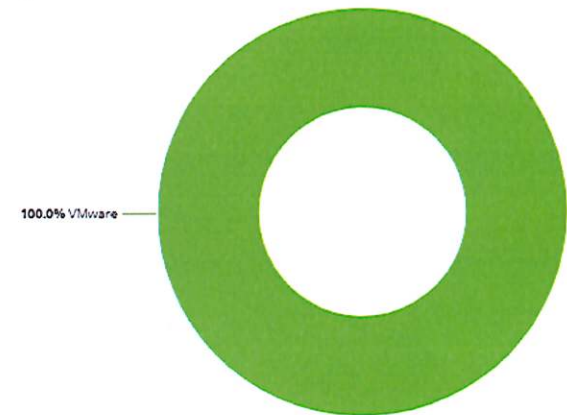
Top Server Manufacturers

Total Manufacturers: 2



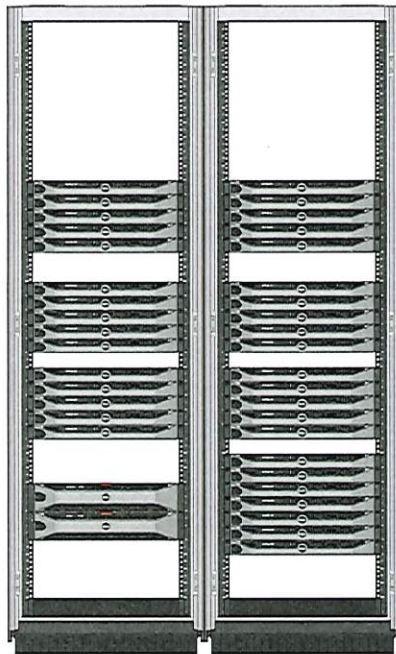
Top Operating Systems

Windows Linux/Unix VMware



IT Landscape

Current State



Capacity:
247TB Raw
Rack Space:
41 U

*Server footprint spans
~25 sites today

66%
Decrease in
Rack Space

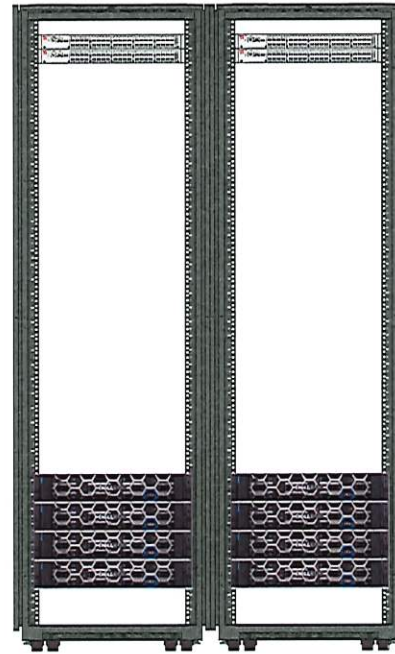
100%
Dell
supported

Agile Growth
Trajectory

Simplified
Management
and
Operations

ProDeploy Plus

Future State



Prod.

DR

VxRail Hardware Configuration

Appliances	(4) 2U Appliance – 8U per Site
Compute	4x P570F VxRail Nodes per Site <ul style="list-style-type: none"> • 6212U Intel Xeon • RAM: 6x 128Gb per node • Capacity – per Node: <ul style="list-style-type: none"> • 2x 800GB SSD • 8x 7.68TB SSD
Connectivity	(1) Quad port 10g SFP+ (1) Mgt. port 1g ethernet
Storage	53.6 TB Usable per Site
Support/Deploy	ProSupport Plus & Mission Critical ProDeploy plus – Onsite Install
Licensing	VMware VSAN Advanced – 5 years vSphere Ent Plus – 8 Sockets



Proposed VxRail Solution Benefits



- **Fastest and easiest way to extend a VMware environment-** Dell EMC VxRail is the only fully integrated, preconfigured, and tested HCI appliance powered by VMware vSAN™
- **Flexibility and choice** with a wide range of platforms and configure-to-order hardware are designed to address any use case
- **Scalability and performance** to start small and grow, scaling capacity and performance easily and non-disruptively
- **Fully loaded with enterprise data services-** including data-at-rest encryption and with all flash VxRail efficient and in-line deduplication, compression, and erasure coding.
- **Backup and recovery included-** VMware Data Protection (VDP) and RecoverPoint for VMs provides simple, efficient, and proven disaster recovery for VMware vSphere
- **Familiar management experience-** integrates into existing VMware ecosystem and utilize the management and orchestration tools
- **Single support model** single point of global 24x7 support for both the hardware and software

Proposed Support – Loyalty Program

FUTURE-PROOF LOYALTY PROGRAM

Supporting our customers and partners through IT transformation

Investment Protection

Lowering the risk of your investment

A Path forward

You will be ready for the future

Peace of mind

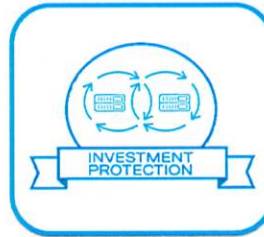
No hidden costs or fees



3-YEAR SATISFACTION
GUARANTEE



ALL-INCLUSIVE
SOFTWARE



HARDWARE INVESTMENT
PROTECTION



NEVER-WORRY
DATA MIGRATIONS



PREDICTABLE SUPPORT
PRICING

<https://www.emc.com/collateral/brochure/h16724-future-proof-storage-loyalty-program.pdf>

Dell Data Protection





Executive Summary

- Pasadena USD is evaluating solutions to upgrade their current data protection environment and introduce Cyber Recovery capabilities to hardened feature/functionality. These additional hardware solutions create redundancy, resiliency and position the company to support current and future service demands while keeping data security top of mind.
- Pasadena USD is evaluating strategies to strengthen their current security posture in-line with guidance from the [NIST](#), [FBI](#), [Department of Homeland Security](#), [NSA](#), and [Campus Security and Life Safety](#). Cyberattacks and ransom demands have been [substantially escalating](#) over the past year, with increasingly focused intensity on the education vertical.
- Over 500 Schools across the nation have been hit with [Ransomware](#). In the past year we have seen a number of California School Districts in the news announcing they were hit with Ransomware such as [San Bernardino School District](#), [PittsBurg USD](#), [Claremont USD](#), [City of Torrance](#), and [Mountain View Los Altos](#).
- Dell Technologies' Cyber Recovery solution provides clean, immutable backups isolated in a secure vault, ensuring mission critical datasets are recoverable even if cybercriminals infiltrate production environment and compromise traditional backup data. The Cyber Recovery solution provides a last-line of defense against data and revenue loss while minimizing costly downtime.

Legal & Regulatory Trends on Cyber Resilience



FFIEC: *"An air-gapped data backup architecture limits exposure to a cyberattack ... and restoration of data to a point in time before the attack"*



GDPR: *"Ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services...[and] the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident" (Article 32)*



(HHS HIPAA Guidance): *"Ransomware variants [may] remove or otherwise disrupt online backups...consider maintaining backups offline and unavailable..."*



FBI (Cyber Defense Best Practices): *"Ensure backups are not connected to the networks they are backing up. For example, physically store them offline."*



Education – FBI ransomware warning

The FBI is providing situational awareness to stakeholders in the K-12 educational system during the COVID-19 pandemic regarding the ransomware threat. Cyber actors are likely to increase targeting of K-12 schools during the COVID-19 pandemic because they represent an opportunistic target as more of these institutions transition to distance learning. K-12 schools have increased their reliance on technology for different school operations, such as teaching, learning, or administrative functions. This shift has created greater risks for schools, as they now must depend on remote tools. In general, however, K-12 institutions have limited resources to dedicate to network defense, leaving them vulnerable to cyber attacks. Furthermore, public pressure and the threat of releasing victim data may create an elevated urgency for schools to pay ransoms.



Recommendations:

- Retain multiple uninfected backups of critical data and applications. These backups should be air-gapped and password protected.
- Develop an approved white list of applications and processes allowed to run in your environment.
- Use File Integrity Monitoring to detect changes of critical OS files and processes.
- Follow the principle of Least Privilege for Access Control. Each user should have the least privileges needed for their job.

<https://k12cybersecure.com/blog/fbi-warns-schools-on-ransomware-rdp-vulnerabilities/>

Challenges

WHILE Pasadena USD HAS A DR STRATEGY IN-PLACE, THERE'S NO CYBER RECOVERY SOLUTION

DISASTER RECOVERY [IS NOT] CYBER RECOVERY

This is a much different challenge which requires a different approach and architecture

	Disaster Recovery	Cyber Recovery
Recovery Time	Close to Instant	Reliable & Fast
Recovery Point	Ideally Continuous	1 Day Average
Nature of Disaster	Flood, Power Outage, Weather	Cyber Attack, Targeted
Impact of Disaster	Regional; Typically Contained	Global; Spreads Quickly
Topology	Connected, Multiple Targets	Isolated; Addition to DR
Data Volume	Comprehensive, All Data	Selective, Includes Foundation SVCs
Recovery	Standard DR (e.g. Failback)	Iterative, Selective Recovery; Part of IR



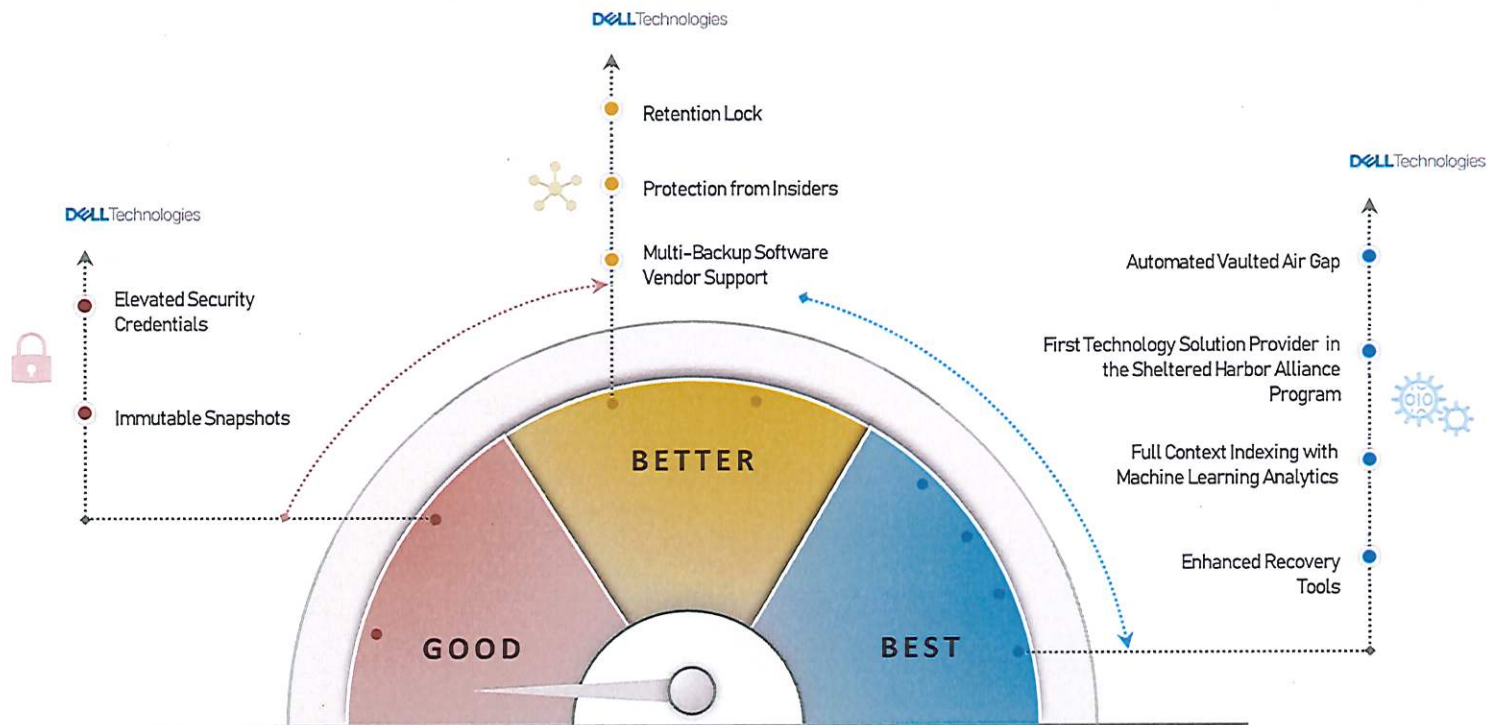
Data Protection & Cyber Recovery Objectives

- Improve the security posture of the current environment by deploying a Cyber Recovery solution
- Deploy an automated, vaulted air gap solution that is in line with recommendations from the FBI, CISA, Dept HHS, Campus Life Security and more..
- Ensure all vaulted data is immutable and untraceable
- Provide full context indexing coupled with intelligence and machine learning analytics
- In addition to immutable backups, solution should provide SEC 17a-4(f) Compliant Retention Lock
- Proposed solution should not be dependent on CIFS/NFS access to the backup repository, as such protocols are risks for propagation of ransomware
- While enhancing security, continue to modernize the overall data protection environment for current and future workloads such Kubernetes, IAAS, PAAS & SAAS, etc..
- Introduce a solution that is cloud agnostic for a variety of use cases – Cloud Archive, Cloud DR, Cloud replication, and native cloud workload protection
- Simplify operational management and architecture



Cyber Recovery: Moving the Needle

Cyber Vault Technical Capabilities and Competitive Market Differentiators

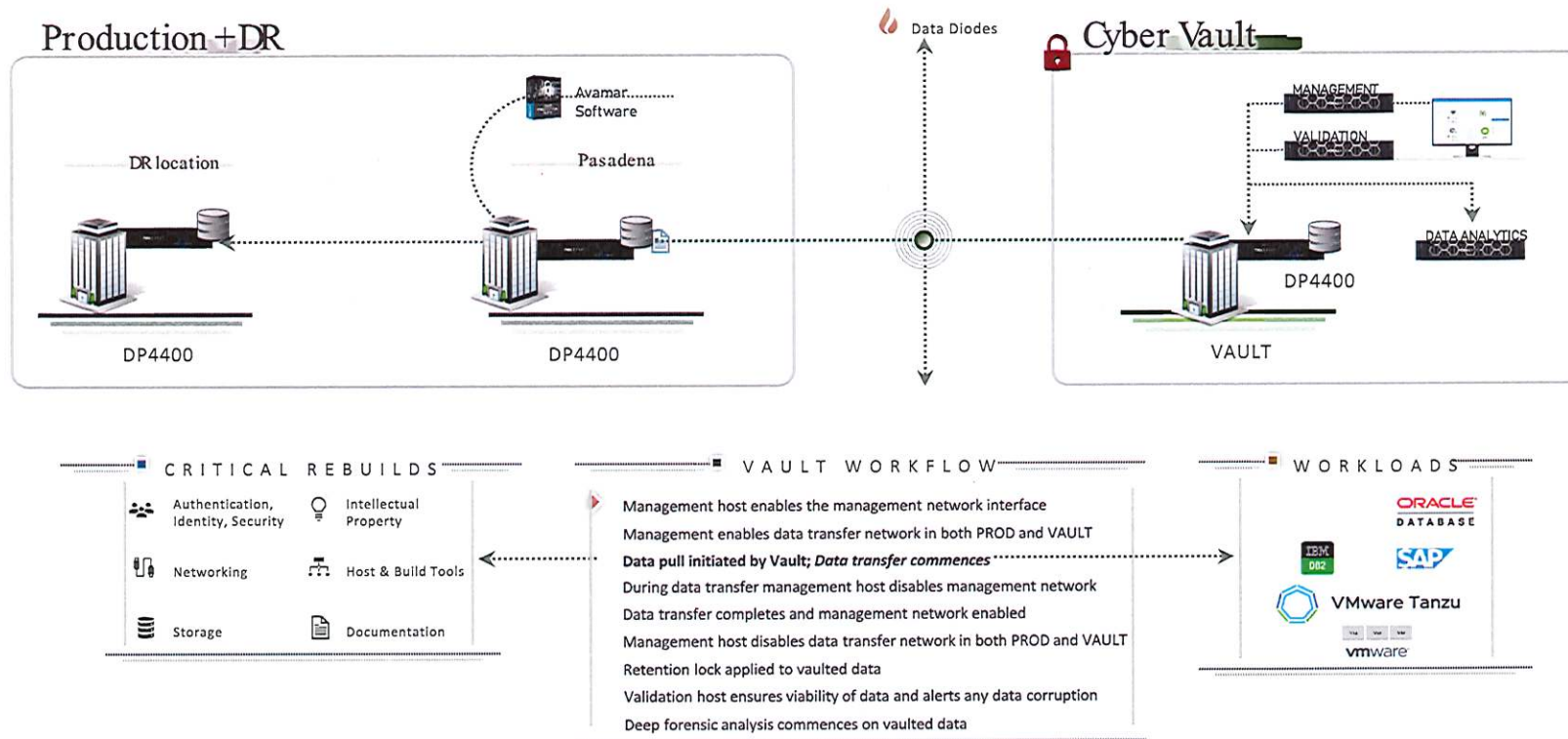


Dell Technologies Cyber Recovery is the only data protection solution providing **all** described technical capabilities.
» No other technology company provides a complete cyber resilience solution architecture anywhere.



Proposed Architecture for Cyber Recovery

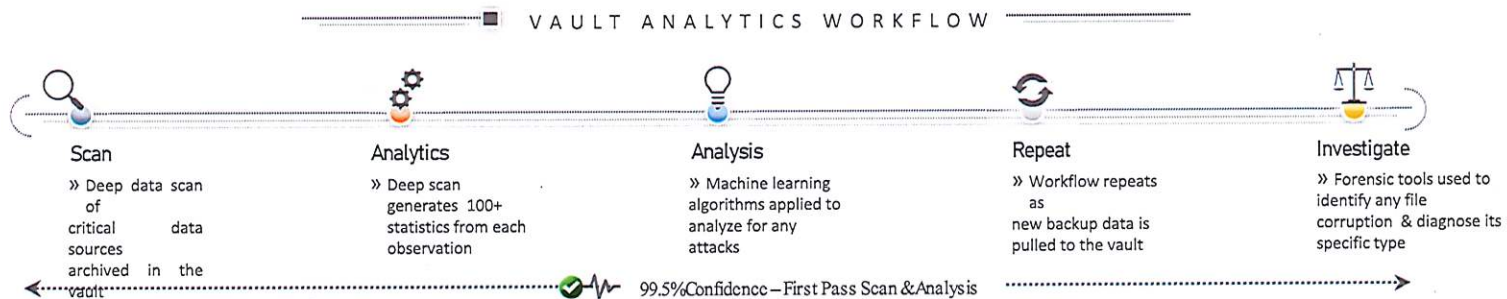
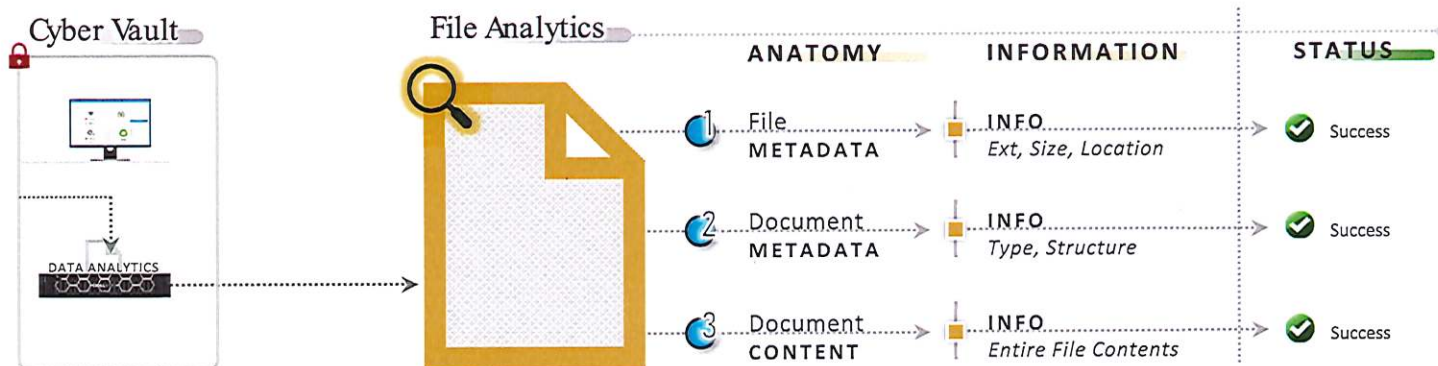
Data Protection and Cyber Vault Workflow





Cyber Recovery: Vault Forensics

Understanding File Anatomy and the Forensic Analytics Workflow





Proposed Solution Details

Production Datacenter:

- 1 x DP44000 appliance w/ 36 TB

DR Site :

- 1 x DP4400 appliance w/ 36 TB

Cyber Recovery Vault:

- 1 X DP4400 appliance w/ 36 TB

Software and Maintenance:

- All in One Data Protection Licensing (**no cost per a TB**, Client, socket, etc.)
- Includes 40TB CyberSense Software for Advanced Threat Detection, 60 Month Subscription
- CyberSense dedicated server – KVM & (2) Dell S4112 Switches
- Includes 15TB Cloud Disaster Recovery Licensing (**no cost**)
- Cyber Recovery software for CR vault air gap automation
- ProDeplus Plus for White Glove Implementation
- All HW/SW components include 5 Years of ProSupportPLUS – 4 hr mission critical onsite service
- 3000 Dell Education credits that can be used for DPS training courses



Proposed Solution Benefits

Security:

- Our proposed solution provides the **only automated, vaulted air gap solution** in the market
- All vaulted data is immutable and untraceable
- Full context indexing coupled with intelligence and machine learning analytics
- Only solution architecture fully endorsed in the Sheltered Harbor solution provider program
- Immutable Snapshots, SEC 17a-4(f) Compliant Retention Lock to protect against insider threats

Modern and Efficient:

- Industry leading global deduplication reduces the overall cost to protect the environment
- Source-Side Dedupe and Incremental Forever technology dramatically reduces the backup window
- Widest application ecosystem in the industry... physical, virtual, AS400, cloud, etc..
- Scalable in 12TB increments – simply unlock via licensing keys

Multi-Cloud Strategy:

- PowerProtect Software is able to protect current and next-gen workloads, and is 100% cloud-enabled for the following:
 - Public cloud protection
 - Cloud Disaster recovery
 - Long-term retention
 - Cloud Native workloads: Kubernetes, IAAS, PAAS & SAAS

Future Proof Loyalty Program:

- 3 Year Satisfaction Guarantee
- Up To 55:1 Data Protection Deduplication Guarantee
- Hardware Investment Protection
- Clear Price - Predictable Support Pricing

Financial Review

Financial Summary



Data Center Solution Bundled Incentive		
VxRail + DPS + CR Solution Total	\$	1,237,122
Powerscale - 15Tb NAS Starter Kit (Value)	\$ 30,508	
Bundled Technology Purchase Incentive	\$ 90,930	
Incentives Subtotal	\$	121,438
Final Solution Cost	\$	1,115,684
*Pricing Excludes Tax and Shipping		
*Incentives expires 7/16/2021		

Investment Summary



5 Year Financial Analysis

Status Quo: Renew for 5 Years	2021	2022	2023	2024	2025	Totals
PowerEdge Servers QTY: 37 - Maintenance (Estimated)	\$ 40,700	\$ 45,584	\$ 50,142	\$ 55,157	\$ 60,672	\$ 252,255
Equallogic - HPQ72Y1 - Maintenance (Estimated)	\$ 80,000	\$ 89,600	\$ 98,560	\$ 108,416	\$ 119,258	\$ 495,834
Quest Backup - Maintenance (Estimated)	\$ -	\$ -	\$ 23,400	\$ 26,910	\$ 30,947	\$ 81,257
Total Five Year Cash Flow	\$ 120,700	\$ 135,184	\$ 172,102	\$ 190,483	\$ 210,876	\$ 829,345

← Status Quo 5 Year Spend

Proposed Solution: 2021 Refresh - CapEx	2021	2022	2023	2024	2025	Totals
Dell Technologies - VxRail P570F - Production						
Dell Technologies - VxRail P570F - DR						
Dell Technologies - DPS - IDPA + CyberRecovery						
Total	\$ 1,115,684	\$ -	\$ -	\$ -	\$ -	\$ 1,115,684
Total Five Year Cash Flow	\$ (994,984)	\$ 135,184	\$ 172,102	\$ 190,483	\$ 210,876	\$ (286,339)

← 2021 Refresh 5 Year Spend

*Bundled Incentive Price

Status Quo: Renew for 5 Years	2021	2022	2023	2024	2025	Totals
Dell - VxRail + DPS Solution - DFS Option (5 Annual Payments @ 0%)	\$ 223,137	\$ 223,137	\$ 223,137	\$ 223,137	\$ 223,137	\$ 1,115,684
Total Five Year Cash Flow	\$ (102,437)	\$ (87,953)	\$ (51,034)	\$ (32,654)	\$ (12,260)	\$ (286,339)

← 2021 Refresh 5 Year Spend

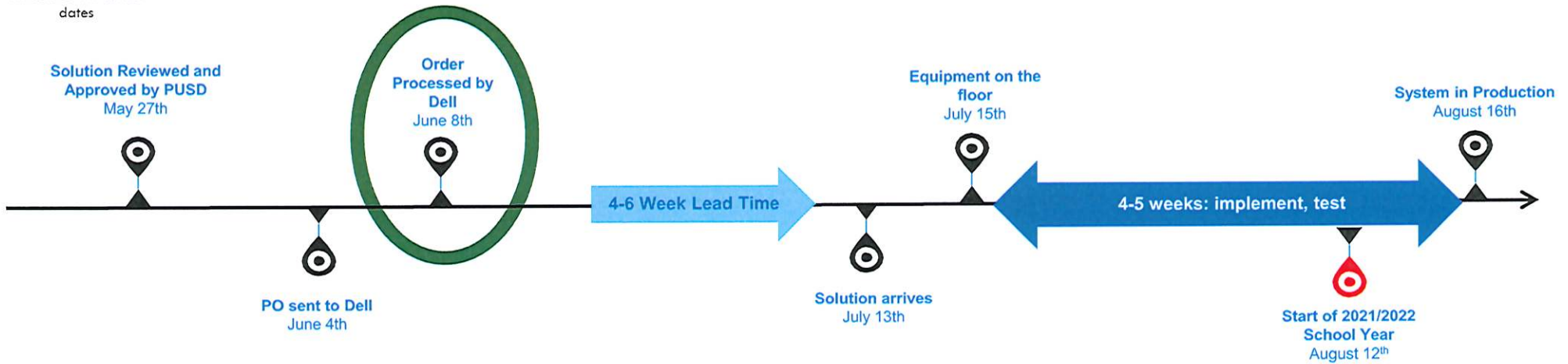
*0% payment is estimated – requires DFS approval

Key Financial Metrics

Future COST AVOIDED through Proposed Solution (2021 Refresh)	TCO Savings \$ (286,338.56)	← Savings
Financial BENEFIT received from investment (2021 Refresh)	ROI 42%	← ROI %

Reverse Timeline

TIMELINE with critical dates



Pasadena USD Services Summary

Data Protection / Cyber Recovery

Dell ProDeploy Plus Services for Data Protection & Cyber Recovery

- The ProDeploy Plus for IDPA service delivers the deployment of an IDPA solution. The service includes the hardware installation and the deployment and configuration of the IDPA software.

Cyber Advisory Consulting

- 1 - Week Long Onsite Consulting Engagement
 - o Dell EMC Consultants working with Customer's technology and business leaders, application owners, compliance teams and subject matter experts will:
 - o Identify Cyber Recovery Metrics
 - o Identify what to protect critical materials related services and data (more than 1 Mtree and/or dataset is out of scope) ("Critical Material" includes customer's existing backup images, infrastructure configurations, logs, source code, platform builds, dev-ops tools.)
 - o Identify where to protect - a (single) potential location to support a Cyber Recovery Vault that can meet the Cyber Recovery Metrics; (more than 1 location is out of scope)
 - o Identify how to protect - Develop a High-Level Solution Architecture based on best practices and standard reference architectural patterns in preparation for implementation
 - o Provide Technology and Service Recommendations
 - o Final executive summary presentation of priorities, high level solution architecture and recommendations
- 1 - Technical Cyber Recovery Workshop
 - o One Business Workshop - Cyber Recovery protection application inclusion discussion, focused on sizing, retention and metrics overall.
 - o Summary of priorities and recommendations
- Isolated Recovery Runbook Design & Implementation

1 Week Cyber Recovery/DR Implementation Assistance

30-Day Transitional Residency Services

- A Transitional Resident may perform the following over the duration of the engagement:
- Post Implementation Planning and Knowledge Sharing:
- Performs transition planning with deployment team.
- Performs incremental host and network configuration beyond deployment scope.
- Conducts knowledge transfer for new technology features, management and admin activities, and Standard Operating Procedures.
- Provides recommendations on product enhancements and upgrades.
- Sets up initial reports on supported products.
- Implements Dell EMC System Management Tools.
- Performs run-book updates (in conjunction with Customer Staff).

Dell Data Protection Training Credits – 5000 Credits

VxRail Solution

Dell ProDeploy Plus Services for VxRail + RecoverPoint for VMs

- The Dell EMC ProDeploy Plus for VxRail, Node Deploy service deploys a VxRail node as part of a VxRail cluster. Hardware installation and configuration are included, along with a brief Knowledge Transfer of the cluster as deployed.
- The ProDeploy Plus for VxRail, Node Deploy - Remote service provides remote Dell guided support for the customer's hardware installation activities. Other deployment related activities are the same as the standard ProDeploy offer.

Dell Technologies V2V Migration Services

- Service is provided to migrate 141 VMs from existing infrastructure to VxRail
- 2 days worth of Project Management and Migration Technical Resources
- This service delivers migration of virtual V2V data to a supported Dell hardware platform. The source and destination may be any of the following combinations:
 - o VMware to VMware
 - o Hyper-V to Hyper-V
 - o VMware to Hyper-V
- VMware migrations utilizing this service: Service Personnel will:
 - o Hold Kickoff Meeting
 - o Gather Customer Requirements
 - o Analyze source/target environment
 - o Creates migration plan
 - o Creates a rollback plan
 - o Initiates data migration
 - o Monitors/reports migrations
 - o Verifies Migration results

PowerScale Solution

Dell ProDeploy Services for PowerScale

- This Dell Technologies ("DT") service installs hardware and initializes and configures the file system on a Dell EMC PowerScale cluster. Each instance of this service installs a single PowerScale or Isilon node. The installation of switches for a PowerScale cluster's internal, private network is included. On completion of this service, the PowerScale file system shares and exports are client accessible and the cluster is ready for configuration of PowerScale data management features.

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Appendix



Introducing PowerScale

Unlocking the power of OneFS
to unlock the potential of your data



Simplicity at ANY scale

From 7TB to petabyte scale.
Increased automation and
efficiency enhancements.



Any data anywhere

PowerEdge based NVMe
and All flash nodes.
S3 access.
Native Google Cloud option.



Intelligent insights

CloudIQ for datacenter intelligence.
DataIQ for data insights.
No additional cost.

The strength of the #1 scale-out NAS filesystem with the world's #1 server vendor

DELLTechnologies



World's #1 enterprise scale-out file solution*

#1 Scale-out file system

17K+

customers

23EBs

raw capacity
shipped

1EB+

(raw) deployed by
a single customer

252

nodes deployed
in a single cluster

60%

Fortune 500
customers

1,500

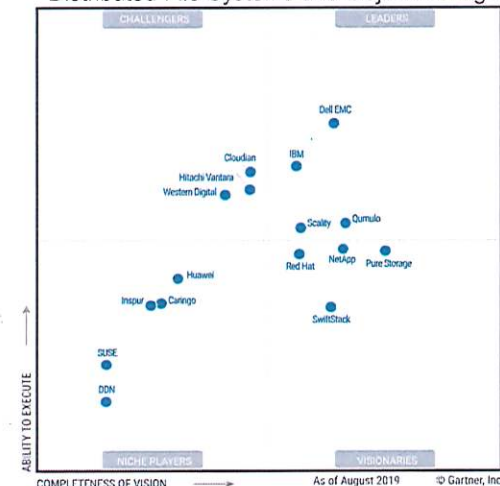
new customers
in 2019

#1

WW IDC
Markshare



2019 Gartner Magic Quadrant for
Distributed File Systems and Object Storage



Source: Magic Quadrant for Distributed File Systems and Object Storage,
September 2019, Doc #G00376728

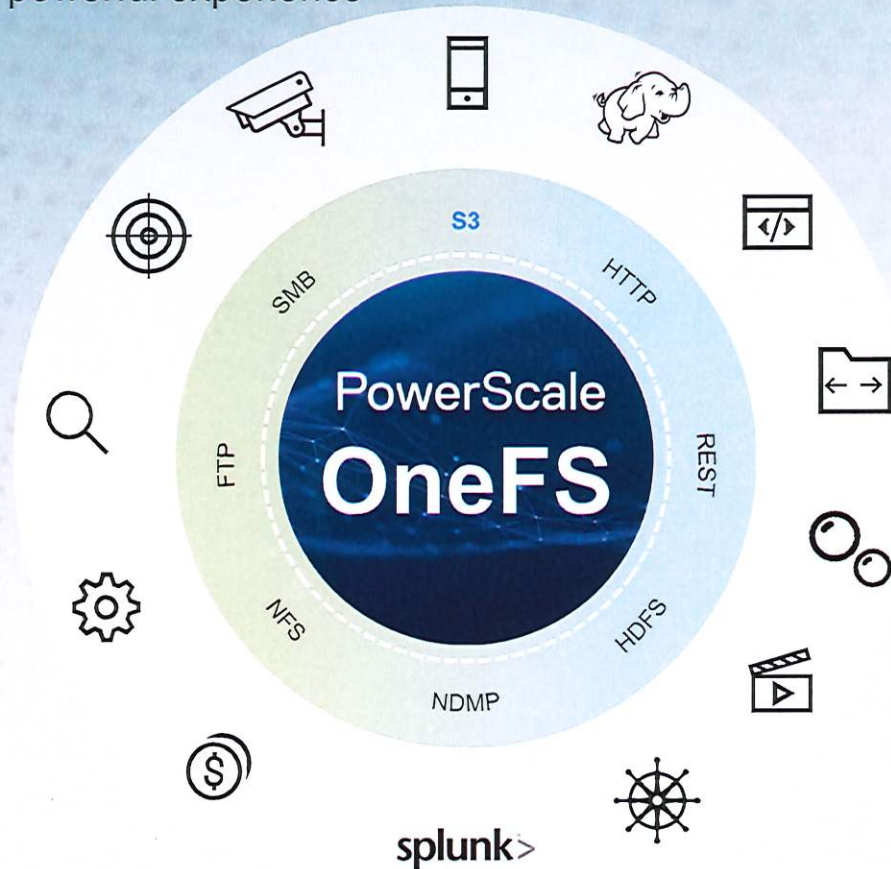
* IDC WW Quarterly Enterprise Storage Systems Tracker, 2019 Q3, Dec2019

Dell Technologies recognized by **Gartner** as a **leader** in distributed file
and object storage for **4th consecutive year**

DELLEMC

Many ways to deploy ...

One powerful experience



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1

PowerScale



2

Isilon



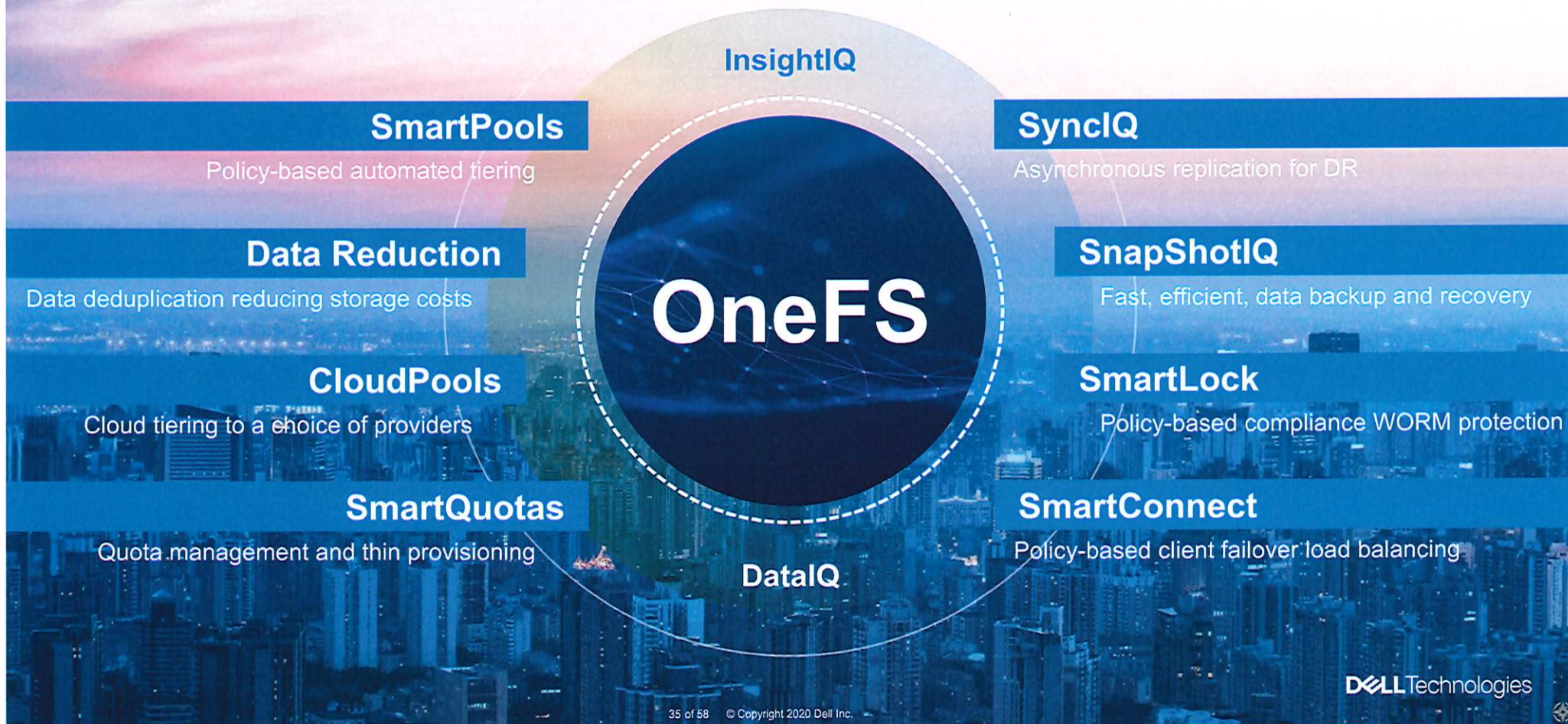
3

Cloud



DELL EMC

OneFS features: manage what matters





A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000086070268.2	Sales Rep	David Buchner
Total	\$366,689.19	Phone	(800) 456-3355, 7287875
Customer #	83197204	Email	David_Buchner@Dell.com
Quoted On	May. 18, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 17, 2021		PASADENA USD
Solution ID	14259577		351 S HUDSON AVE
Deal ID	20112653		PASADENA, CA 91101-3507

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Buchner

Shipping Group

Shipping To	Shipping Method	Install At
RUDY PEREZ PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery	TENDAJI JAMAL PASADENA USD 351 S HUDSON AVE PASADENA, CA 91109 (626) 396-3600

Solution Name:

VxRail - Prod + RPVMs + ESXi 5 Yr. +
Migration

Product	Unit Price	Quantity	Subtotal
VxRail P570F	\$58,006.37	3	\$174,019.11
VxRail P570F - With VM Migration	\$127,468.23	1	\$127,468.23
Dell EMC Data Protection Suite - [AMER_DPS_13645]	\$24,145.27	1	\$24,145.27
PowerSwitch S5248-ON - [amer_s5248-on_12922]	\$13,815.42	2	\$27,630.84

Dell EMC Netshelter Racks (42U & 48U) - [42U_48URACKS]	\$1,103.30	1	\$1,103.30
AP7541 - Rack PDU, Basic, Zero U, 30A, 208V, L6-30 input, (20)C13 & (4)C19 output	\$281.14	2	\$562.28
AR7721 - Vertical Cable Manager for 42U 600mm Racks (Qty 2)	\$159.22	1	\$159.22
Basic Deployment Dell EMC Rack Peripheral	\$525.42	1	\$525.42

Subtotal:	\$355,613.67
Shipping:	\$0.00
Non-Taxable Amount:	\$239,029.26
Taxable Amount:	\$116,584.41
Estimated Tax:	\$11,075.52

Total:	\$366,689.19
--------	--------------

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RUDY PEREZ
PASADENA USD
5729 S MAYWOOD AVE
MAYWOOD, CA 90270
(213) 321-0377

Shipping Method

Standard Delivery

Install At

TENDAJI JAMAL
PASADENA USD
351 S HUDSON AVE
PASADENA, CA 91109
(626) 396-3600

Solution Name:

VxRail - Prod + RPVMs + ESXi 5 Yr. +
Migration

	Quantity	Subtotal
VxRail P570F	3	\$174,019.11

Estimated delivery if purchased today:

Aug. 25, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
VxRail P570F, All Flash	210-APXS	-	3	-
P570F Branding	325-BCVU	-	3	-
PSNT Info	329-BDWH	-	3	-
VxRail E560/PV570/S570 Hardware Component Firmware Lock	384-BCTB	-	3	-
VxRail Software 4.7.520 Factory Install	634-BXOU	-	3	-
No Transformational License Agreement	379-BDYQ	-	3	-
Chassis with Up to 24 x 2.5 Hard Drives for 1CPU Configuration	321-BCPX	-	3	-
VxRail P/V/S 570 Bezel	350-BBNR	-	3	-
Intel Xeon Gold 6212U 2.4G, 24C/48T, 10.4GT/s, 35.75M Cache, Turbo, HT (165W) DDR4-2933	338-BSWR	-	3	-
No Additional Processor	374-BBBX	-	3	-
3200MT/s LRDIMMs	370-AFNV	-	3	-
Broadcom 57414 Dual Port 10/25GbE SFP28, rNDC	540-BBUM	-	3	-
Trusted Platform Module 2.0	461-AAEM	-	3	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	3	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	3	-
Dell Hardware Limited Warranty 1 Year	819-0336	-	3	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	819-0444	-	3	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	819-0445	-	3	-
ProSupport Plus 7x24 HW Tech Support and Assistance, 5 Years	819-0455	-	3	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Series-P/V, All-Flash, Add-On Support, 5 Years	819-0617	-	3	-
5 Years, ProSupport Plus With Mission Critical, Software Support	819-0590	-	3	-
ProDeploy Plus Training Credits 200 Redeem at education.dell.com Expires 1Yr from Order Date	812-4011	-	3	-

ProDeploy Plus Dell EMC VxRail Deployment	819-2575	-	3	-
ProDeploy Plus Dell EMC VxRail Deployment Verification	819-2576	-	3	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	3	-
HCIA RecoverPoint for VMWare for 1 node VT	634-BWRZ	-	3	-
VxRail P/V/S 570 Shipping	340-BYVH	-	3	-
PowerEdge R740 Shipping Material	343-BBFG	-	3	-
Riser Config 1, 4 x8 slots	330-BBKC	-	3	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	3	-
Blank for 1CPU Configuration	370-ADPF	-	3	-
Standard 2U Heatsink	412-AAIR	-	3	-
Performance Optimized	370-AAIP	-	3	-
No RAID for P/V570	780-BCJC	-	3	-
HBA330 Controller, 12Gbps Mini card	405-AANV	-	3	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	403-BCHI	-	3	-
iDRAC9,Enterprise	385-BBKT	-	3	-
iDRAC Group Manager, Disabled	379-BCQY	-	3	-
iDRAC,Legacy Password	379-BCRF	-	3	-
DHCP with Zero Touch Configuration	379-BCRB	-	3	-
IDSMD and Combo Card Reader	385-BBLE	-	3	-
Redundant SD Cards Enabled	385-BBCF	-	3	-
64GB microSDHC/SDXC Card	385-BBKI	-	3	-
64GB microSDHC/SDXC Card	385-BBKI	-	3	-
4 Standard Fans for R740/740XD	384-BBQB	-	3	-
No Quick Sync	350-BBJV	-	3	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	3	-
No Energy Star	387-BBEY	-	3	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	3	-
VxRail P570F Luggage Tag	350-BBNT	-	3	-
US Order	332-1286	-	3	-
VxRail Small Form Factor Pluggable Cable Kit	470-ACPE	-	3	-
128GB LRDIMM, 3200MT/s, Quad Rank	370-AGEW	-	18	-
800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZQO	-	6	-
7.68TB SSD vSAS Read Intensive 12Gbps 512e 2.5in Hot-Plug AG Drive, 1 DWPD	400-BFPD	-	24	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	6	-
VxRail VMware, vSAN Advanced, 5 Years	634-BSKX	-	3	-
VxRail HCI System Software, All-Flash, A	634-BSKL	-	3	-
VxRail HCI System Software, Capacity Drive 7.68TB vSAS SSD	634-BVNI	-	24	-
VxRail VMware vSphere Enterprise Plus for 1 processor, 5 Years	634-BRKL	-	3	-
ProSupport Plus Mission Critical, vSAN, Advanced, 1 Processor, 5 Years	823-4156	-	3	-

ProSupport Plus Mission Critical, vSphere Enterprise Plus, 1
Processor, 5 Years

819-6391

3

-

Quantity

Subtotal

VxRail P570F - With VM Migration

\$127,468.23

1

\$127,468.23

Estimated delivery if purchased today:

Aug. 25, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
VxRail P570F, All Flash	210-APXS	-	1	-
P570F Branding	325-BCVU	-	1	-
PSNT Info	329-BDWH	-	1	-
VxRail E560/PV570/S570 Hardware Component Firmware Lock	384-BCTB	-	1	-
VxRail Software 4.7.520 Factory Install	634-BXOU	-	1	-
No Transformational License Agreement	379-BDYQ	-	1	-
Chassis with Up to 24 x 2.5 Hard Drives for 1CPU Configuration	321-BCPX	-	1	-
VxRail P/V/S 570 Bezel	350-BBNR	-	1	-
Intel Xeon Gold 6212U 2.4G, 24C/48T, 10.4GT/s, 35.75M Cache, Turbo, HT (165W) DDR4-2933	338-BSWR	-	1	-
No Additional Processor	374-BBBX	-	1	-
3200MT/s LRDIMMs	370-AFNV	-	1	-
Broadcom 57414 Dual Port 10/25GbE SFP28, rNDC	540-BBUM	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	1	-
Dell Hardware Limited Warranty 1 Year	819-0336	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	819-0444	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	819-0445	-	1	-
ProSupport Plus 7x24 HW Tech Support and Assistance, 5 Years	819-0455	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Series-P/V, All-Flash, Add-On Support, 5 Years	819-0617	-	1	-
5 Years, ProSupport Plus With Mission Critical, Software Support	819-0590	-	1	-
ProDeploy Plus Training Credits 200 Redeem at education.dell.com Expires 1Yr from Order Date	812-4011	-	1	-
ProDeploy Plus Dell EMC VxRail Deployment	819-2575	-	1	-
ProDeploy Plus Dell EMC VxRail Deployment Verification	819-2576	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-
HClA RecoverPoint for VMWare for 1 node VT	634-BWRZ	-	1	-
VxRail P/V/S 570 Shipping	340-BYVH	-	1	-
PowerEdge R740 Shipping Material	343-BBFG	-	1	-
Riser Config 1, 4 x8 slots	330-BBKC	-	1	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	1	-

Blank for 1CPU Configuration	370-ADPF	-	1	-
Standard 2U Heatsink	412-AAIR	-	1	-
Performance Optimized	370-AAIP	-	1	-
No RAID for P/V570	780-BCJC	-	1	-
HBA330 Controller, 12Gbps Mini card	405-AANV	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	403-BCHI	-	1	-
iDRAC9,Enterprise	385-BBKT	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Legacy Password	379-BCRF	-	1	-
DHCP with Zero Touch Configuration	379-BCRB	-	1	-
IDSDM and Combo Card Reader	385-BBLE	-	1	-
Redundant SD Cards Enabled	385-BBCF	-	1	-
64GB microSDHC/SDXC Card	385-BBKI	-	1	-
64GB microSDHC/SDXC Card	385-BBKI	-	1	-
4 Standard Fans for R740/740XD	384-BBQB	-	1	-
No Quick Sync	350-BBJV	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
No Energy Star	387-BBEY	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AAACK	-	1	-
VxRail P570F Luggage Tag	350-BBNT	-	1	-
US Order	332-1286	-	1	-
VxRail Small Form Factor Pluggable Cable Kit	470-ACPE	-	1	-
128GB LRDIMM, 3200MT/s, Quad Rank	370-AGEW	-	6	-
800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZQO	-	2	-
7.68TB SSD vSAS Read Intensive 12Gbps 512e 2.5in Hot-Plug AG Drive, 1 DWPD	400-BFPD	-	8	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
VxRail VMware, vSAN Advanced, 5 Years	634-BSKX	-	1	-
VxRail HCI System Software, All-Flash, A	634-BSKL	-	1	-
VxRail HCI System Software, Capacity Drive 7.68TB vSAS SSD	634-BVNI	-	8	-
VxRail VMware vSphere Enterprise Plus for 1 processor, 5 Years	634-BRKL	-	1	-
ProSupport Plus Mission Critical, vSAN, Advanced, 1 Processor, 5 Years	823-4156	-	1	-
ProSupport Plus Mission Critical, vSphere Enterprise Plus, 1 Processor, 5 Years	819-6391	-	1	-
Data Migration Services: Onsite Project Management - Block/File/Object/Virtual (8 Hours)	848-8787	-	2	-
Data Migration Services: Onsite Technical Resource - Block/File/Object/Virtual (8 Hours)	848-8788	-	2	-
Data Migration Services: Remote Virtual V2V Migration 101 Plus VMs	848-8783	-	141	-
			Quantity	Subtotal

Dell EMC Data Protection Suite - [AMER_DPS_13645]

\$24,145.27

1

\$24,145.27

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Data Protection Suite	210-ASRQ	-	1	-
5 Years ProSupport Plus Mission Critical Data Protection Suite Software Support Contract	825-5466	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
PowerProtect Cyber Recovery=IC	528-BIQV	-	1	-
Cloud Disaster Recovery=CC	528-BJEO	-	1	-
VREALIZE DPA CB DDvD Enablers=IA	528-BISV	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Storage Software Info	626-BBBG	-	1	-
US Order	332-1286	-	1	-
Data Protection Suite Tier 1=IA	528-BISG	-	4	-
Data Protection Suite Software=CA	528-BISX	-	4	-
5 Years ProSupport Plus Mission Critical Data Protection Suite Tier 1 Software Support-Maintenance	825-5406	-	4	-
EMC Granular Recovery Microsoft MID=CA	528-BFNZ	-	1	-
Avamar VE=CA	528-BISW	-	1	-
vProtect Socket=IA	528-CMCQ	-	4	-
ProDeploy Additional Deployment Time:8 Hour Onsite Data Protection Technical Resource	823-9268	-	1	-
ProDeploy Plus Training Credits 900 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4027	-	1	-
ProDeploy Plus for Dell EMC RecoverPoint for Virtual Machines	825-7234	-	1	-
ProDeploy Plus for Dell EMC RecoverPoint for Virtual Machines Deployment Verification	825-7235	-	1	-

Quantity

Subtotal

PowerSwitch S5248-ON - [amer_s5248-on_12922]

\$13,815.42

2

\$27,630.84

Estimated delivery if purchased today:

Jul. 07, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5248F-ON Switch, 48x25GbE SFP28, 4x100GbE QSFP28, 2x100GbE QSFP-DD, PSU to IO, 2xPSU, OS10	210-APFB	-	2	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	2	-
OS10 Enterprise, S5248F-ON	634-BRUN	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty 1 Year	818-4856	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	818-4898	-	2	-
ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	818-4905	-	2	-

ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	818-4906	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	804-2152	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification	804-2153	-	2	-
ProDeploy Plus Training Credits 500 Redeem at education.dell.com Expires 1Yr from Order Date	812-4037	-	2	-
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BBEF	-	8	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	2	-
Dell Networking, Cable, SFP28 to SFP28, 25GbE, Passive Copper Twinax Direct Attach Cable, 3 Meter	470-ACEV	-	14	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	2	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	2	-

			Quantity	Subtotal
Dell EMC Netshelter Racks (42U & 48U) - [42U_48URACKS]	\$1,103.30	1		\$1,103.30

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Netshelter SX 42U Rack - 600mm Wide x 1070mm Deep	A7522216	-	1	-

			Quantity	Subtotal
AP7541 - Rack PDU, Basic, Zero U, 30A, 208V, L6-30 input, (20)C13 & (4)C19 output	\$281.14	2		\$562.28

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
American Power Conversion AP7541 Zero U Basic Rack Power Distribution Unit	A7284203	-	2	-

			Quantity	Subtotal
AR7721 - Vertical Cable Manager for 42U 600mm Racks (Qty 2)	\$159.22	1		\$159.22

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
APC rack cable management panel - 42U	A7371062	-	1	-

			Quantity	Subtotal
Basic Deployment Dell EMC Rack Peripheral	\$525.42	1		\$525.42

Estimated delivery if purchased today:

May. 19, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Basic Deployment Dell EMC Rack Peripheral	825-5217	-	1	-

Subtotal:	\$355,613.67
Shipping:	\$0.00
Estimated Tax:	\$11,075.52
<hr/>	
Total:	\$366,689.19

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000086070840.2	Sales Rep	David Buchner
Total	\$311,886.72	Phone	(800) 456-3355, 7287875
Customer #	83197204	Email	David_Buchner@Dell.com
Quoted On	May. 18, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 17, 2021		PASADENA USD
Solution ID	14259626		351 S HUDSON AVE
Deal ID	20112653		PASADENA, CA 91101-3507

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Buchner

Shipping Group

Shipping To	Shipping Method	Install At
RUDY PEREZ PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery	TENDAJI JAMAL PASADENA USD 351 S HUDSON AVE PASADENA, CA 91109 (626) 396-3600

Solution Name:

VxRail - DR + RPVMs + ESXi 5 Yr.

Product	Unit Price	Quantity	Subtotal
C2G 2m LC-LC 50/125 Duplex Mul timode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aq ua	\$28.34	16	\$453.44
Dell EMC Data Protection Suite - [AMER_DPS_13645]	\$24,145.27	1	\$24,145.27
Gov - VxRail P570d / V570d H/F - [amer_p_v570_13061_nv]	\$68,018.35	4	\$272,073.40

Subtotal:	\$296,672.11
Shipping:	\$0.00
Non-Taxable Amount:	\$136,518.03
Taxable Amount:	\$160,154.08
Estimated Tax:	\$15,214.61

Total:	\$311,886.72
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RUDY PEREZ
PASADENA USD
5729 S MAYWOOD AVE
MAYWOOD, CA 90270
(213) 321-0377

Shipping Method

Standard Delivery

Install At

TENDA JI JAMAL
PASADENA USD
351 S HUDSON AVE
PASADENA, CA 91109
(626) 396-3600

Solution Name:

VxRail - DR + RPVMs + ESXi 5 Yr.

	Quantity	Subtotal
C2G 2m LC-LC 50/125 Duplex Mul timode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aqua	16	\$453.44

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
C2G 2m LC-LC 50/125 Duplex Multimode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aqua	A7639852	-	16	-

	Quantity	Subtotal
Dell EMC Data Protection Suite - [AMER_DPS_13645]	1	\$24,145.27

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Data Protection Suite	210-ASRQ	-	1	-
5 Years ProSupport Plus Mission Critical Data Protection Suite Software Support Contract	825-5466	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
PowerProtect Cyber Recovery=IC	528-BIQV	-	1	-
Cloud Disaster Recovery=CC	528-BJEO	-	1	-
VREALIZE DPA CB DDvD Enablers=IA	528-BISV	-	1	-
On-Site Installation Declined	900-9997	-	1	-
Storage Software Info	626-BBBG	-	1	-
US Order	332-1286	-	1	-
Data Protection Suite Tier 1=IA	528-BISG	-	4	-
Data Protection Suite Software=CA	528-BISX	-	4	-
5 Years ProSupport Plus Mission Critical Data Protection Suite Tier 1 Software Support-Maintenance	825-5406	-	4	-
EMC Granular Recovery Microsoft MID=CA	528-BFNZ	-	1	-
Avamar VE=CA	528-BISW	-	1	-
vProtect Socket=IA	528-CMCQ	-	4	-
ProDeploy Additional Deployment Time:8 Hour Onsite Data Protection Technical Resource	823-9268	-	1	-
ProDeploy Plus Training Credits 900 Redeem at education.dell.com Expires 1Yr from Order Date	812-4027	-	1	-

ProDeploy Plus for Dell EMC RecoverPoint for Virtual Machines	825-7234	-	1	-
ProDeploy Plus for Dell EMC RecoverPoint for Virtual Machines Deployment Verification	825-7235	-	1	-
			Quantity	Subtotal
Gov - VxRail P570d / V570d H/F - [amer_p_v570_13061_nv]		\$68,018.35	4	\$272,073.40

Estimated delivery if purchased today:

Aug. 25, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
VxRail P570F, All Flash	210-APXS	-	4	-
P570F Branding	325-BCVU	-	4	-
PSNT Info	329-BDWH	-	4	-
VxRail E560/PV570/S570 Hardware Component Firmware Lock	384-BCTB	-	4	-
VxRail Software 4.7.520 Factory Install	634-BXOU	-	4	-
No Transformational License Agreement	379-BDYQ	-	4	-
Chassis with Up to 24 x 2.5 Hard Drives for 1CPU Configuration	321-BCPX	-	4	-
VxRail P/V/S 570 Bezel	350-BBNR	-	4	-
Intel Xeon Gold 6212U 2.4G, 24C/48T, 10.4GT/s, 35.75M Cache, Turbo, HT (165W) DDR4-2933	338-BSWR	-	4	-
No Additional Processor	374-BBBX	-	4	-
3200MT/s LRDIMMs	370-AFNV	-	4	-
Intel X710 Quad Port 10GbE SFP+, rNDC	555-BCKP	-	4	-
Trusted Platform Module 2.0	461-AAEM	-	4	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	4	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	4	-
Dell Hardware Limited Warranty 1 Year	819-0336	-	4	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	819-0444	-	4	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 1 Year	819-0445	-	4	-
ProSupport Plus 7x24 HW Tech Support and Assistance, 5 Years	819-0455	-	4	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	4	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	4	-
Series-P/V, All-Flash, Add-On Support, 5 Years	819-0617	-	4	-
5 Years, ProSupport Plus With Mission Critical, Software Support	819-0590	-	4	-
ProDeploy Plus Training Credits 200 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4011	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment	819-2575	-	4	-
ProDeploy Plus Dell EMC VxRail Deployment Verification	819-2576	-	4	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	4	-
HCIA RecoverPoint for VMWare for 1 node VT	634-BWRZ	-	4	-
VxRail P/V/S 570 Shipping	340-BYVH	-	4	-
PowerEdge R740 Shipping Material	343-BBFG	-	4	-
Riser Config 1, 4 x8 slots	330-BBKC	-	4	-

PowerEdge R740/R740XD Motherboard	329-BEIK	-	4	-
Blank for 1CPU Configuration	370-ADPF	-	4	-
Standard 2U Heatsink	412-AAIR	-	4	-
Performance Optimized	370-AAIP	-	4	-
No RAID for P/V570	780-BCJC	-	4	-
HBA330 Controller, 12Gbps Mini card	405-AANV	-	4	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	403-BCHI	-	4	-
iDRAC9,Enterprise	385-BBKT	-	4	-
iDRAC Group Manager, Disabled	379-BCQY	-	4	-
iDRAC,Legacy Password	379-BCRF	-	4	-
DHCP with Zero Touch Configuration	379-BCRB	-	4	-
IDSDM and Combo Card Reader	385-BBLE	-	4	-
Redundant SD Cards Enabled	385-BBCF	-	4	-
64GB microSDHC/SDXC Card	385-BBKI	-	4	-
64GB microSDHC/SDXC Card	385-BBKI	-	4	-
4 Standard Fans for R740/740XD	384-BBQB	-	4	-
No Quick Sync	350-BBJV	-	4	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	4	-
No Energy Star	387-BBEY	-	4	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	4	-
VxRail P570F Luggage Tag	350-BBNT	-	4	-
US Order	332-1286	-	4	-
VxRail Small Form Factor Pluggable Cable Kit	470-ACPE	-	4	-
128GB LRDIMM, 3200MT/s, Quad Rank	370-AGEW	-	24	-
800GB SSD SAS Mix Use 12Gbps 512e 2.5in Hot-plug AG Drive, 3 DWPD,	400-AZQO	-	8	-
7.68TB SSD vSAS Read Intensive 12Gbps 512e 2.5in Hot-Plug AG Drive, 1 DWPD	400-BFPD	-	32	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	8	-
Dell EMC PowerEdge SFP+ SR Optic 10GbE 850nm	407-BCBE	-	16	-
VxRail VMware, vSAN Advanced, 5 Years	634-BSKX	-	4	-
VxRail HCI System Software, All-Flash, A	634-BSKL	-	4	-
VxRail HCI System Software, Capacity Drive 7.68TB vSAS SSD	634-BVNI	-	32	-
VxRail VMware vSphere Enterprise Plus for 1 processor, 5 Years	634-BRKL	-	4	-
ProSupport Plus Mission Critical, vSAN, Advanced, 1 Processor, 5 Years	823-4156	-	4	-
ProSupport Plus Mission Critical, vSphere Enterprise Plus, 1 Processor, 5 Years	819-6391	-	4	-

Subtotal:	\$296,672.11
Shipping:	\$0.00
Estimated Tax:	\$15,214.61
Total:	\$311,886.72

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecifictterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

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A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000086071682.2	Sales Rep	David Buchner
Total	\$435,859.19	Phone	(800) 456-3355, 7287875
Customer #	83197204	Email	David_Buchner@Dell.com
Quoted On	May. 18, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 17, 2021		PASADENA USD
Solution ID	14259718		351 S HUDSON AVE
Deal ID	20112653		PASADENA, CA 91101-3507

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Buchner

Shipping Group 1 of 2

Shipping To	Shipping Method	Install At
RUDY PEREZ PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery	TENDAJI JAMAL PASADENA USD 351 S HUDSON AVE PASADENA, CA 91109 (626) 396-3600

Solution Name:

DP4400 + CR - Revised - 5 yr. Resident
+ CR Services

Product	Unit Price	Quantity	Subtotal
CyberSense - [amer_cybersense_14710]	\$39,468.55	1	\$39,468.55
PowerEdge R540 - [amer_r540_12425]	\$5,428.84	1	\$5,428.84
PowerSwitch S5224-ON - [amer_s5224-on_12925]	\$8,657.17	2	\$17,314.34
DP4400 APPLIANCE - AMER	\$120,234.66	1	\$120,234.66

GRANULAR RECOVERY - AMER	\$0.00	1	\$0.00
CYBER RECOVERY - AMER	\$7,683.19	1	\$7,683.19
DP4400 APPLIANCE - AMER	\$73,314.12	2	\$146,628.24
GRANULAR RECOVERY - AMER	\$0.00	2	\$0.00
Education Services Training Credits - Redeem at education.dell.com Expires one year from order date	\$995.00	5	\$4,975.00
ISG - Professional Services Cyber Recovery Advisory	\$25,500.00	1	\$25,500.00
ISG - Professional Services Cyber Recovery Runbook Design and Implementation	\$20,500.00	1	\$20,500.00
10GB SFP+ COPPER WITH 3M TWINAX CABLE	\$528.20	2	\$1,056.40
C2G 2m LC-LC 50/125 Duplex Multimode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aqua	\$19.49	8	\$155.92

Shipping Group 2 of 2

Shipping To	Shipping Method
RUDY PEREZ PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery

PowerEdge R640 - [AMER_R640_12232](2)	\$12,587.45	1	\$12,587.45
Rack - Dell EMC Netshelter Racks (42U & 48U) - [42u_48uracks]	\$1,103.30	1	\$1,103.30
AP7541 - Rack PDU, Basic, Zero U, 30A, 208V, L6-30 input, (20)C13 & (4)C19 output	\$281.14	1	\$281.14
AR7721 - Vertical Cable Manager for 42U 600mm Racks (Qty 2)	\$159.06	1	\$159.06
Basic Deployment Dell EMC Rack Peripheral	\$525.42	1	\$525.42
PowerEdge R640 - [AMER_R640_12232]	\$15,951.15	1	\$15,951.15
SonicWall Remote Implementation Services - installation / configuration	\$2,980.03	1	\$2,980.03
SonicWall NSA 3650 - Security appliance - 10 GigE, 2.5 GigE - 1U - rack-mountable	\$3,036.20	1	\$3,036.20
SonicWall Support 24X7 extended service agreement - 3 years - shipment	\$1,926.60	1	\$1,926.60

Subtotal:	\$427,495.49
Shipping:	\$0.00
Non-Taxable Amount:	\$339,456.28
Taxable Amount:	\$88,039.21
Estimated Tax:	\$8,363.70
Total:	\$435,859.19

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group 1 of 2, Details

Shipping To

RUDY PEREZ
PASADENA USD
5729 S MAYWOOD AVE
MAYWOOD, CA 90270
(213) 321-0377

Shipping Method

Standard Delivery

Install At

TENDAJI JAMAL
PASADENA USD
351 S HUDSON AVE
PASADENA, CA 91109
(626) 396-3600

Solution Name:

DP4400 + CR - Revised - 5 yr. Resident
+ CR Services

	Quantity	Subtotal
CyberSense - [amer_cybersense_14710]	1	\$39,468.55

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
CyberSense Software, Subscription	210-AXQX	-	1	-
36 Months ProSupport Mission Critical CyberSense Software Support Contract	844-4050	-	1	-
ProDeploy Plus Training Credits 300 Redeem at education.dellmc.com Expires 1Yr from Order Date	812-4005	-	1	-
ProDeploy Plus for CyberSense	844-7060	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
Storage Software Info	626-BBBG	-	1	-
US Order	332-1286	-	1	-
CyberSense 36Mo PP Sub=CA	528-CMGO	-	40	-
3 Years ProSupport Mission Critical CyberSense Software Support-Maintenance	844-4047	-	40	-

	Quantity	Subtotal
PowerEdge R540 - [amer_r540_12425]	1	\$5,428.84

Estimated delivery if purchased today:

Sep. 23, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R540 Server	210-ALZH	-	1	-
PowerEdge R540 MLK Motherboard, V2	329-BFBK	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
3.5" Chassis with up to 12 Hot Plug Hard Drives	321-BCUJ	-	1	-
Internal PERC	405-AAOM	-	1	-
PowerEdge R540 Shipping	340-BSID	-	1	-
PowerEdge R540 Shipping Material, V2	340-COSN	-	1	-
PowerEdge R540 CCC and BIS Marking, No CE Marking	389-DSXE	-	1	-
Intel Xeon Bronze 3204 1.9G, 6C/6T, 9.6GT/s, 8.25M Cache, No Turbo, No HT (85W) DDR4-2133	338-BSDV	-	1	-

No Additional Processor	374-BBBX	-	1	-
Thank you for Choosing Dell	555-BBNG	-	1	-
Performance Optimized	370-AAIP	-	1	-
RAID 1	780-BCDN	-	1	-
PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low Profile	405-AAOE	-	1	-
Windows Server 2019 Standard,16CORE,FI,No Med, No CAL, Multi Language	634-BSFE	-	1	-
Windows Server 2019 Standard,16CORE,Digitally Fulfilled Recovery Image, Multi Language	528-CFIB	-	1	-
iDrac9, Express	385-BBLC	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
1x16 FH, 3xLP, 1CPU	330-BBIS	-	1	-
On-Board LOM	542-BBBP	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
Dual, Hot-Plug, Redundant Power Supply (1+1), 750W	450-AJRO	-	1	-
PowerEdge 2U Standard Bezel	325-BCHU	-	1	-
Dell EMC Luggage Tag	350-BBLI	-	1	-
Quick Sync 2 (At-the-box mgmt)	350-BBKV	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBR	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	815-4328	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	815-4394	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	815-4398	-	1	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	815-4399	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus Training Credits 300 Redeem at education.dell.com Expires 1Yr from Order Date	812-4005	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
8GB RDIMM, 3200MT/s, Single Rank	370-AEVO	-	2	-
2TB 7.2K RPM SATA 6Gbps 512n 2.5in Hot-plug Hard Drive, 3.5in HYB CARR	400-ASHU	-	2	-
Broadcom 57416 Dual Port 10 GbE SFP+ Network LOM Mezz Card	540-BBZE	-	1	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-

		Quantity	Subtotal
PowerSwitch S5224-ON - [amer_s5224-on_12925]	\$8,657.17	2	\$17,314.34

Estimated delivery if purchased today:
Jun. 30, 2021
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC S5224F-ON Switch, 24x 25GbE SFP28, 4x 100GbE QSFP28 ports, PSU to IO air, 2x PSU, OS10	210-APHT	-	2	-
Dell EMC S52XX-ON Series User Guide	343-BBLP	-	2	-
OS10 Enterprise, S5224F-ON	634-BRWJ	-	2	-
US Order	332-1286	-	2	-
Dell Hardware Limited Warranty 1 Year	818-4983	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch,1 Year	818-5025	-	2	-
ProSupport Plus Mission Critical:7x24 HW/SW Technical Support and Assistance, 5 Years	818-5032	-	2	-
ProSupport Plus:Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch, 4 Years Extended	818-5033	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
Info 3rd Party Software Warranty provided by Vendor	997-6306	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment	804-2152	-	2	-
ProDeploy Plus Dell Networking S Series 5XXX Switch - Deployment Verification	804-2153	-	2	-
ProDeploy Plus Training Credits 500 Redeem at education.dellemc.com Expires 1Yr from Order Date	812-4037	-	2	-
Dell Networking, Transceiver, SFP, 1000BASE-T	407-BBEL	-	2	-
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BBEF	-	12	-
Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	470-ABOU	-	2	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	8	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Passive Copper Twinax Direct Attach Cable, 2 Meter	470-ABOZ	-	12	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	2	-
Dell Networking, Jumper Cord, 250V, 12A, 2 Meters, C13/C14, US	450-AASX	-	2	-

		Quantity	Subtotal
DP4400 APPLIANCE - AMER	\$120,234.66	1	\$120,234.66

Estimated delivery if purchased today:
Jul. 01, 2021
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Thank you for buying Dell EMC	379-BDTQ	-	1	-
IDPA DP4400 24TB 10G QP NDC X710 SFP+	210-AWOI	-	1	-
IDPA DP4400 24TB 10G QP NDC X710 SFP+ Configuration TPM	321-BFRC	-	1	-
PSNT Info	329-BDWH	-	1	-

IDPA DP4400 Branding	350-BBSU	-	1	-
Dell Hardware Limited Warranty 1 Year	838-3341	-	1	-
ProSupport Plus Mission Critical 7x24 HW Technical Support and Assistance 5 Years	838-3357	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	838-3362	-	1	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended	838-3363	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 Capacity Expansion Pack 12TB Sftwr Spt Contract	838-3496	-	1	-
IDPA BU App Enabler ENTRY=IA	528-CKBD	-	1	-
Federated Reporting Server ENTRY=IA	528-CKBE	-	1	-
IDPA Target Protocol Enabler ENTRY=CA	528-CKBF	-	1	-
vRealize Enabler ENTRY=IA	528-CKBG	-	1	-
IDPA BoostFS Enabler ENTRY=IA	528-CKBH	-	1	-
IDPA BU Search Enabler ENTRY=CA	528-CKBI	-	1	-
Analytics Enabler ENTRY=CB	528-CKBJ	-	1	-
Data Protection Central for DPD=CA	528-CKBM	-	1	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 ENV Enablers Software Support-Maintenance	838-3716	-	1	-
IDPA DP4400 Platform Hypervisor	800-BBSN	-	1	-
IDPA DP4400 Platform HPVSR MAINT 5YR	800-BBSL	-	1	-
IDPA DP4400 Cloud Tier 5TB Starter Pack	528-BEHL	-	1	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 Cloud Tier Starter Pack Software Support-Maintenance	838-3596	-	1	-
US Order	332-1286	-	1	-
IDPA DP4400 Cloud DR 5TB Starter Pack	528-CJZM	-	1	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 Cloud DR Starter Pack Software Support-Maintenance	838-3656	-	1	-
ProDeploy Plus Training Credits 900 Redeem at education.dell.com Expires 1Yr from Order Date	812-4027	-	1	-
ProDeploy Plus Dell EMC Data Protection DP4xxx Appliance	821-4441	-	1	-
ProDeploy Plus Dell EMC Data Protection DP4xxx Appliance Deployment Verification	821-4442	-	1	-
IDPA DP4400 Software Factory Installed	658-BDZK	-	1	-
IDPA DP4400 2U 14G Bezel	350-BBXS	-	1	-
IDPA DP4400 Shipping	340-CHLV	-	1	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	1	-
iDRAC9, Enterprise	385-BBNZ	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-
IDPA DP4400 SW 12TB EXPN	528-CJZD	-	1	-

5 Years ProSupport Plus Mission Critical IDPA DP4400 Capacity Expansion Pack 12TB Software Spt-Maint	838-3476	-	1	-
IDPA DP4400 ENV CONFIG 12TB	528-CJZE	-	3	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 ENV CONFIG 12TB Software Support-Maintenance	844-2398	-	3	-
ProDeploy Additional Deployment Time:8 Hour Onsite Project Management	823-9284	-	5	-
ProDeploy Additional Deployment Time:8 Hour Onsite Data Protection Technical Resource	823-9268	-	5	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	4	-
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BBEF	-	4	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	2	-
Residency for Data Protection, Transitional, 1 Month	827-4153	-	1	-
			Quantity	Subtotal
		\$0.00	1	\$0.00

GRANULAR RECOVERY - AMER

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Granular Recovery	210-AWPV	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
EMC Granular Recovery Microsoft MID=CA	528-BFNZ	-	1	-
5 Years ProSupport Plus Mission Critical EMC Granular Recovery Microsoft Software Support-Maint	838-3776	-	1	-
On-Site Installation Declined	900-9997	-	1	-
			Quantity	Subtotal

CYBER RECOVERY - AMER

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Cyber Recovery	210-AWZX	-	1	-
Thank you for Your Order	929-3709	-	1	-
Thank you for Your Order	935-6720	-	1	-
CYBER RECOVERY VAULT=IC	528-CHYT	-	1	-
5 Years ProSupport Plus Mission Critical Cyber Recovery Vault Software Support-Maintenance	838-3756	-	1	-
ProDeploy Plus Training Credits 1100 Redeem at education.dell.com Expires 1Yr from Order Date	812-4006	-	1	-
ProDeploy Plus for PowerProtect Cloud Cyber Recovery 1M Deploy	825-7230	-	1	-
ProDeploy Plus for PowerProtect Cloud Cyber Recovery 1M Deploy Deployment Verification	825-7231	-	1	-
			Quantity	Subtotal

DP4400 APPLIANCE - AMER

\$73,314.12

2

\$146,628.24

Estimated delivery if purchased today:

Jul. 01, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Thank you for buying Dell EMC	379-BDTQ	-	2	-
IDPA DP4400 24TB 10G QP NDC X710 SFP+	210-AWOI	-	2	-
IDPA DP4400 24TB 10G QP NDC X710 SFP+ Configuration TPM	321-BFRC	-	2	-
PSNT Info	329-BDWH	-	2	-
IDPA DP4400 Branding	350-BBSU	-	2	-
Dell Hardware Limited Warranty 1 Year	838-3341	-	2	-
ProSupport Plus Mission Critical 7x24 HW Technical Support and Assistance 5 Years	838-3357	-	2	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	838-3362	-	2	-
ProSupport Plus Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 4 Years Extended	838-3363	-	2	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	2	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	2	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 Capacity Expansion Pack 12TB Sftwr Spt Contract	838-3496	-	2	-
IDPA BU App Enabler ENTRY=IA	528-CKBD	-	2	-
Federated Reporting Server ENTRY=IA	528-CKBE	-	2	-
IDPA Target Protocol Enabler ENTRY=CA	528-CKBF	-	2	-
vRealize Enabler ENTRY=IA	528-CKBG	-	2	-
IDPA BoostFS Enabler ENTRY=IA	528-CKBH	-	2	-
IDPA BU Search Enabler ENTRY=CA	528-CKBI	-	2	-
Analytics Enabler ENTRY=CB	528-CKBJ	-	2	-
Data Protection Central for DPD=CA	528-CKBM	-	2	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 ENV Enablers Software Support-Maintenance	838-3716	-	2	-
IDPA DP4400 Platform Hypervisor	800-BBSN	-	2	-
IDPA DP4400 Platform HPVSR MAINT 5YR	800-BBSL	-	2	-
US Order	332-1286	-	2	-
IDPA DP4400 Cloud DR 5TB Starter Pack	528-CJZM	-	2	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 Cloud DR Starter Pack Software Support-Maintenance	838-3656	-	2	-
ProDeploy Plus Training Credits 900 Redeem at education.dell.com Expires 1Yr from Order Date	812-4027	-	2	-
ProDeploy Plus Dell EMC Data Protection DP4xxx Appliance	821-4441	-	2	-
ProDeploy Plus Dell EMC Data Protection DP4xxx Appliance Deployment Verification	821-4442	-	2	-
ProDeploy Plus Addon Implementation for Cloud DR -Requires ProDeploy Plus	838-5802	-	2	-
IDPA DP4400 Software Factory Installed	658-BDZK	-	2	-

IDPA DP4400 2U 14G Bezel	350-BBXS	-	2	-
IDPA DP4400 Shipping	340-CHLV	-	2	-
PowerEdge R740 CE, CCC, BIS Marking	389-DSWP	-	2	-
iDRAC9, Enterprise	385-BBNZ	-	2	-
Trusted Platform Module 2.0	461-AAEM	-	2	-
PowerEdge R740 Shipping Material	340-CORZ	-	2	-
IDPA DP4400 SW 12TB EXPN	528-CJZD	-	2	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 Capacity Expansion Pack 12TB Software Spt-Maint	838-3476	-	2	-
IDPA DP4400 ENV CONFIG 12TB	528-CJZE	-	6	-
5 Years ProSupport Plus Mission Critical IDPA DP4400 ENV CONFIG 12TB Software Support-Maintenance	844-2398	-	6	-
ProDeploy Additional Deployment Time:8 Hour Onsite Project Management	823-9284	-	2	-
ProDeploy Additional Deployment Time:4 Hour Remote Data Protection Technical Resource	823-9271	-	4	-
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 3 Meter	470-AAGP	-	8	-
Dell Networking, Transceiver, SFP+, 10GbE, SR, 850nm Wavelength, 300m Reach	407-BBEF	-	8	-
C13 to C14, PDU Style, 12 AMP, 6.5 Feet (2m) Power Cord, North America	492-BBDI	-	4	-

			Quantity	Subtotal
GRANULAR RECOVERY - AMER	\$0.00	2		\$0.00

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Granular Recovery	210-AWPV	-	2	-
Thank you for Your Order	929-3709	-	2	-
Thank you for Your Order	935-6720	-	2	-
EMC Granular Recovery Microsoft MID=CA	528-BFNZ	-	2	-
5 Years ProSupport Plus Mission Critical EMC Granular Recovery Microsoft Software Support-Maint	838-3776	-	2	-
On-Site Installation Declined	900-9997	-	2	-

			Quantity	Subtotal
Education Services Training Credits - Redeem at education.dell.com Expires one year from order date	\$995.00	5		\$4,975.00

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Education Services Training Credit - 1,000	812-5048	-	5	-

			Quantity	Subtotal
ISG - Professional Services Cyber Recovery Advisory	\$25,500.00	1		\$25,500.00

Estimated delivery if purchased today:

May. 19, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
ISG - Professional Services Cy ber Recovery Advisory	838-1281	-	1	-
			Quantity	Subtotal
ISG - Professional Services Cy ber Recovery Runbook Design an d Implementation		\$20,500.00	1	\$20,500.00
Estimated delivery if purchased today: May. 19, 2021 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				

Description	SKU	Unit Price	Quantity	Subtotal
ISG - Professional Services Cy ber Recovery Runbook Design an d Implementation	838-1282	-	1	-
			Quantity	Subtotal
10GB SFP+ COPPER WITH 3M TWINA X CABLE		\$528.20	2	\$1,056.40
Estimated delivery if purchased today: Jun. 09, 2021 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				

Description	SKU	Unit Price	Quantity	Subtotal
10GB SFP+ COPPER WITH 3M TWINAX CABLE	A7004507	-	2	-
			Quantity	Subtotal
C2G 2m LC-LC 50/125 Duplex Mul timode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aq ua		\$19.49	8	\$155.92
Estimated delivery if purchased today: May. 27, 2021 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				

Description	SKU	Unit Price	Quantity	Subtotal
C2G 2m LC-LC 50/125 Duplex Multimode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aqua	A7639852	-	8	-

Subtotal:	\$388,945.14
Shipping:	\$0.00
Estimated Tax:	\$6,100.79
Total:	\$395,045.93

Shipping Group 2 of 2, Details

Shipping To	Shipping Method
RUDY PEREZ PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery

		Quantity	Subtotal	
PowerEdge R640 - [AMER_R640_12232](2)		1	\$12,587.45	
Estimated delivery if purchased today: Aug. 19, 2021 Contract # C000000181156 Customer Agreement # MNWNC-108/7157034003				
Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R640 Server	210-AKWU	-	1	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	1	-

Trusted Platform Module 2.0	461-AAEM	-	1	-
2.5 Chassis with up to 10 Hard Drives and 3PCIe slots	321-BCQL	-	1	-
PowerEdge R640 Shipping	340-BKNE	-	1	-
PowerEdge R640 x4 and x10 Drive Shipping Material	340-COPR	-	1	-
PowerEdge R640 CCC and BIS Marking, No CE Marking	389-DSVJ	-	1	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	1	-
Intel Xeon Gold 5218 2.3G, 16C/32T, 10.4GT/s, 22M Cache, Turbo, HT (125W) DDR4-2666	338-BRVH	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Performance Optimized	370-AAIP	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H740P RAID Controller, 8GB NV Cache, Mini card	405-AAMS	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	403-BCHI	-	1	-
VMware ESXi 6.7 U3 Embedded Image (License Not Included)	634-BRIO	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9, Express	385-BBKS	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
Riser Config 2, 3x16 LP	330-BBGN	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	540-BBUK	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
8 Standard Fans for R640	384-BBQJ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W, Titanium, 200-240VAC	450-ADWT	-	1	-
Standard Bezel	325-BCHH	-	1	-
Dell EMC Luggage Tag for x10	350-BBJT	-	1	-
No Quick Sync	350-BBKB	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
ReadyRails Sliding Rails Without Cable Management Arm	770-BBBC	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9283	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	813-9287	-	1	-

ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	813-9288	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus Training Credits 300 Redeem at education.dell.com Expires 1Yr from Order Date	812-4005	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	12	-
2.4TB 10K RPM SAS 12Gbps 512e 2.5in Hot-plug Hard Drive	400-AVEZ	-	10	-
vSphere Standard PreInstalled 2-CPU 5-Year Term License and Subscription	528-BIVE	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile	540-BBVI	-	1	-
Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	492-BBDH	-	2	-

			Quantity	Subtotal
Rack - Dell EMC Netshelter Racks (42U & 48U) - [42u_48uracks]	\$1,103.30		1	\$1,103.30

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC Netshelter SX 42U Rack - 600mm Wide x 1070mm Deep	A7522216	-	1	-

			Quantity	Subtotal
AP7541 - Rack PDU, Basic, Zero U, 30A, 208V, L6-30 input, (20)C13 & (4)C19 output	\$281.14		1	\$281.14

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
American Power Conversion AP7541 Zero U Basic Rack Power Distribution Unit	A7284203	-	1	-

			Quantity	Subtotal
AR7721 - Vertical Cable Manager for 42U 600mm Racks (Qty 2)	\$159.06		1	\$159.06

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
APC rack cable management panel - 42U	A7371062	-	1	-

			Quantity	Subtotal
Basic Deployment Dell EMC Rack Peripheral	\$525.42		1	\$525.42

Estimated delivery if purchased today:

May. 19, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Basic Deployment Dell EMC Rack Peripheral	825-5217	-	1	-

			Quantity	Subtotal
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PowerEdge R640 - [AMER_R640_12232]

\$15,951.15

1

\$15,951.15

Estimated delivery if purchased today:

Jun. 04, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R640 Server	210-AKWU	-	1	-
PowerEdge R640 MLK Motherboard	329-BEIJ	-	1	-
Trusted Platform Module 2.0	461-AAEM	-	1	-
2.5 Chassis with up to 10 Hard Drives and 3PCIe slots	321-BCQL	-	1	-
PowerEdge R640 Shipping	340-BKNE	-	1	-
PowerEdge R640 x4 and x10 Drive Shipping Material	340-COPR	-	1	-
PowerEdge R640 CCC and BIS Marking, No CE Marking	389-DSVJ	-	1	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	1	-
Intel Xeon Gold 6226R 2.9G, 16C/32T, 10.4GT/s, 22 M Cache, Turbo, HT (150W) DDR4-2933	338-BVJV	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
DIMM Blanks for System with 2 Processors	370-ABWE	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Performance Optimized	370-AAIP	-	1	-
RAID 5	780-BCDP	-	1	-
PERC H740P RAID Controller, 8GB NV Cache, Mini card	405-AAMS	-	1	-
No Operating System	619-ABVR	-	1	-
No Media Required	421-5736	-	1	-
iDRAC9, Express	385-BBKS	-	1	-
iDRAC Group Manager, Disabled	379-BCQY	-	1	-
iDRAC,Factory Generated Password	379-BCSF	-	1	-
Riser Config 2, 3x16 LP	330-BBGN	-	1	-
Broadcom 57412 Dual Port 10GbE SFP+ & 5720 Dual Port 1GbE BASE-T rNDC	540-BBUL	-	1	-
No Internal Optical Drive	429-AAIQ	-	1	-
8 Standard Fans for R640	384-BBQJ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 750W, Titanium, 200-240VAC	450-ADWT	-	1	-
Standard Bezel	325-BCHH	-	1	-
Dell EMC Luggage Tag for x10	350-BBJT	-	1	-
No Quick Sync	350-BBKB	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	1	-
ReadyRails Sliding Rails With Cable Management Arm	770-BBBL	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
US Order	332-1286	-	1	-

Dell Hardware Limited Warranty Plus On-Site Service	813-9255	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years	813-9283	-	1	-
ProSupport Plus Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended	813-9287	-	1	-
ProSupport Plus Mission Critical: 7x24 HW/SW Technical Support and Assistance, 5 Years	813-9288	-	1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Dell Limited Hardware Warranty Plus Service, Extended Year(s)	975-3462	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment	804-6750	-	1	-
ProDeploy Plus Dell Server R Series 1U/2U - Deployment Verification	804-6751	-	1	-
ProDeploy Plus Training Credits 300 Redeem at education.dell.com Expires 1Yr from Order Date	812-4005	-	1	-
32GB RDIMM, 3200MT/s, Dual Rank 8Gb BASE	370-AEVN	-	12	-
1.92TB SSD SAS Mixed use 12Gbps 512e 2.5in Hot-Plug PM5-V Drive, 3 DWPD,	400-BCOM	-	8	-
Broadcom 57412 Dual Port 10GbE SFP+ Adapter, PCIe Low Profile	540-BBVI	-	1	-
Jumper Cord - C13/C14, 0.6M, 250V, 13A (North American, Guam, North Marianas, Philippines, Samoa)	492-BBDH	-	2	-

			Quantity	Subtotal
SonicWall Remote Implementation Services - installation / configuration	\$2,980.03	1		\$2,980.03

Estimated delivery if purchased today:

May, 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
SonicWall Remote Implementation Services - installation / configuration	A8645852	-	1	-

			Quantity	Subtotal
SonicWall NSA 3650 - Security appliance - 10 GigE, 2.5 GigE - 1U - rack-mountable	\$3,036.20	1		\$3,036.20

Estimated delivery if purchased today:

May, 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
SonicWall NSA 3650 - Security appliance - 10 GigE, 2.5 GigE - 1U - rack-mountable	AA174459	-	1	-

			Quantity	Subtotal
SonicWall Support 24X7 extended service agreement - 3 years - shipment	\$1,926.60	1		\$1,926.60

Estimated delivery if purchased today:

Jun, 09, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
SonicWall Support 24X7 - extended service agreement - 3 years - shipment	AA141479	-	1	-

Subtotal:	\$38,550.35
Shipping:	\$0.00
Estimated Tax:	\$2,262.91
<hr/>	
Total:	\$40,813.26

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000086072098.1	Sales Rep	David Buchner
Total	\$37,611.36	Phone	(800) 456-3355, 7287875
Customer #	83197204	Email	David_Buchner@Dell.com
Quoted On	May. 17, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 16, 2021		PASADENA USD
Solution ID	14259755		351 S HUDSON AVE
Deal ID	20112653		PASADENA, CA 91101-3507

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
David Buchner

Shipping Group

Shipping To	Shipping Method	Install At
RUDY PEREZ PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery	TENDAJI JAMAL PASADENA USD 351 S HUDSON AVE PASADENA, CA 91109 (626) 396-3600

Solution Name:
PowerScale - Starter Bundle

Product	Unit Price	Quantity	Subtotal
PowerScale F200	\$8,237.64	3	\$24,712.92
Backend Network Switches	\$3,975.34	1	\$3,975.34
Backend Network Switches	\$3,840.43	1	\$3,840.43
Enterprise Deployment Services – Non Tied	\$3,035.00	1	\$3,035.00

Dell Networking, Cable, SFP+to SFP+, 10GbE, Copper TwinaxDirect Attach Cable, 1 Meter,CusKit	\$36.75	6	\$220.50
C2G 2m LC-LC 50/125 Duplex Mul timode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aq ua	\$19.49	6	\$116.94

Subtotal:	\$35,901.13
Shipping:	\$0.00
Non-Taxable Amount:	\$17,898.96
Taxable Amount:	\$18,002.17
Estimated Tax:	\$1,710.23

Total:	\$37,611.36
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Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RUDY PEREZ
PASADENA USD
5729 S MAYWOOD AVE
MAYWOOD, CA 90270
(213) 321-0377

Shipping Method

Standard Delivery

Install At

TENDAJI JAMAL
PASADENA USD
351 S HUDSON AVE
PASADENA, CA 91109
(626) 396-3600

Solution Name:

PowerScale - Starter Bundle

	Quantity	Subtotal
PowerScale F200		
Estimated delivery if purchased today:		
Jul. 19, 2021		
Contract # C000000181156		
Customer Agreement # MNWNC-108/7157034003		
	\$8,237.64	3
		\$24,712.92

Description	SKU	Unit Price	Quantity	Subtotal
PowerScale F200	210-AVLI	-	3	-
Thank you for buying Dell EMC	800-BBQV	-	3	-
FE 2x25GbE w/o Optics	406-BBQL	-	3	-
BE 2x25GbE w/o Optics	540-BCTS	-	3	-
4TB (0.96TB x 4) SSD AG	345-BBOH	-	3	-
48GB 3200 DIMM Memory	370-AFWY	-	3	-
C13/C14 US (2M) x2	450-AJNP	-	3	-
OneFS Base License 4TB Tier 6=ID	528-CKNF	-	3	-
SmartPool Base License Tier 6=ID	528-CKPP	-	3	-
SmartConnect Base License Tier 6=ID	528-CKPR	-	3	-
SyncIQ Base License Tier 6=ID	528-CKPW	-	3	-
SmartQuotas Base License Tier 6=ID	528-CKQG	-	3	-
SnapshotIQ Base License Tier 6=ID	528-CKQI	-	3	-
Enterprise Advanced Bundle Tier 6=ID	528-CKRJ	-	3	-
HDFS for OneFS (\$0.00)	528-CKKN	-	3	-
IDRAC Random Password	623-BBDX	-	3	-
Shipping Material	340-CQWH	-	3	-
PowerScale Shipping	340-CQWI	-	3	-
Bezel Components	350-BBZL	-	3	-
2.2 GHz Processor	338-BVTN	-	3	-
Memory Components	370-AFGV	-	3	-
Trusted Platform Module v2	461-AAID	-	3	-
Info F200 ISG Product	623-BBDY	-	3	-
Rack Rails with CMA	770-BDRE	-	3	-
Dual PSU 750W RDNT	450-AKHL	-	3	-
IDRAC, 14G, Enterprise License	528-CKSU	-	3	-
F200 Node Hardware	750-ACMW	-	3	-

F200 Node Hardware Cont	750-ACMX	-	3	-
Dell Hardware Limited Warranty Initial Year	831-4649	-	3	-
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	831-4664	-	3	-
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	831-4666	-	3	-
ProSupport Mission Critical 7x24 HW-SW Tech Support and Assistance 3 Years	831-4673	-	3	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	3	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	3	-
3 Years ProSupport Mission Critical OneFS Base 4TB Software Support-Maintenance	838-9401	-	3	-
ProSupport Mission Critical HDFS for OneFS Software Support- Maintenance 3 Years	831-9295	-	3	-
ProSupport Mission Critical Enterprise Advanced Bundle Base Software Support-Maintenance 3 Years	831-8355	-	3	-
ProDeploy for PowerScale Node	829-3034	-	3	-
OneFS Capacity License Tier 6=CB	528-CKNC	-	12	-
SmartQuotas Capacity License Tier 6 =CB	528-CKQK	-	12	-
SmartConnect Capacity License Tier 6=CB	528-CKQM	-	12	-
SnapshotIQ Capacity License Tier 6 =CB	528-CKQO	-	12	-
SmartPool Capacity License Tier 6 =CB	528-CKQU	-	12	-
SynclQ Capacity License Tier 6 =CB	528-CKQV	-	12	-
Enterprise Adv Bundle Cap T6 Per TB=CB	528-CKSJ	-	12	-
ProSupport Mission Critical OneFS Capacity Software Support- Maintenance 3 Years	831-8135	-	12	-
ProSupport Mission Critical Enterprise Advanced Bundle Capacity Software Support-Maintenance 3 Years	831-8375	-	12	-
ProSupport Mission Critical 4-Hour 7x24 On-Site Capacity Add-On Per Terabyte 3 Years	831-4729	-	12	-

			Quantity	Subtotal
Backend Network Switches	\$3,975.34	1		\$3,975.34

Estimated delivery if purchased today:

Jun. 01, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
S4112F Dell Networking Switch	210-AWOS	-	1	-
S4112 Series User Guide	343-BBQL	-	1	-
S4112F Install Kit	750-ACVX	-	1	-
DELL Switch, Dual Tray Kit for S4112F, 1U	750-ACVY	-	1	-
EMC GEN3 Switch Rail 22-31in Offset Kit, S4112F	750-ACWB	-	1	-
OS10 Enterprise Software, S4112F	528-CKSS	-	1	-
Dell Hardware Limited Warranty Initial Year	838-0404	-	1	-
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	838-0419	-	1	-

ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	838-0421	-	1	-
ProSupport Mission Critical 7x24 HW-SW Tech Support and Assistance 3 Years	838-0428	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-

			Quantity	Subtotal
Backend Network Switches	\$3,840.43		1	\$3,840.43

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
S4112F Dell Networking Switch	210-AWOS	-	1	-
S4112 Series User Guide	343-BBQL	-	1	-
Thank you for buying Dell EMC	800-BBQV	-	1	-
OS10 Enterprise Software, S4112F	528-CKSS	-	1	-
Dell Hardware Limited Warranty Initial Year	838-0404	-	1	-
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 1 Year	838-0419	-	1	-
ProSupport Mission Critical 4-Hour 7x24 On-Site Service with Emergency Dispatch 2 Years Extended	838-0421	-	1	-
ProSupport Mission Critical 7x24 HW-SW Tech Support and Assistance 3 Years	838-0428	-	1	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	1	-
Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	989-3439	-	1	-

			Quantity	Subtotal
Enterprise Deployment Services – Non Tied	\$3,035.00		1	\$3,035.00

Estimated delivery if purchased today:

Jun. 08, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Isilon PowerScale Additional Services	210-AXMK	-	1	-
ProDeploy Add-On for PowerScale Enterprise Bundle	829-3041	-	1	-

			Quantity	Subtotal
Dell Networking, Cable, SFP+to SFP+, 10GbE, Copper TwinaxDirect Attach Cable, 1 Meter,CusKit	\$36.75		6	\$220.50

Estimated delivery if purchased today:

May. 27, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Networking, Cable, SFP+ to SFP+, 10GbE, Copper Twinax Direct Attach Cable, 1 Meter, Customer kit	470-AAVH	-	6	-
			Quantity	Subtotal

C2G 2m LC-LC 50/125 Duplex Mul timode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aq ua	\$19.49	6	\$116.94
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Estimated delivery if purchased today:
May. 26, 2021
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
C2G 2m LC-LC 50/125 Duplex Multimode OM4 Fiber Cable - Aqua - 6ft - patch cable - 2 m - aqua	A7639852	-	6	-
				<hr/>
				Subtotal: \$35,901.13
				Shipping: \$0.00
				Estimated Tax: \$1,710.23
				<hr/>
				Total: \$37,611.36

Important Notes

Terms of Sale

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Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF CONTRACT RC1195:20:21 FOR THE DELL LEASE BUYOUT AGREEMENT FOR 18000 CHROMEBOOKS

RECOMMENDATION: The Board of Education approve contract RC 1195:20:21 for the Dell Lease Buyout Agreement for 18000 Chromebooks

Anticipated Effect on Student Outcomes: To ensure that all students have the digital tools and reliable access to technology necessary for a successful learning experience.

I. BACKGROUND

On October 12, 2017, the Pasadena Unified School District approved the Dell Lease Agreement for 18000 student Chromebooks. The approval of this agreement allowed us to complete the implementation of the 1:1 Chromebook program outlined in the Technology Plan. It ensured the sustainability of devices for three years. The three-year term ended on January 30, 2021. This lease agreement included an end of term buyout option.

These Chromebooks were instrumental in our ability to provide a successful remote learning environment when the Covid-19 Stay at Home orders were implemented in March of 2020. We will continue to utilize these devices for distance learning and simultaneous-hybrid learning, for our Summer School program, and for our eventual return to a traditional classroom setting.

II. STAFF ANALYSIS

It is recommended that the board of education approve the Dell Lease Buyout Agreement, as it will allow PUSD students the opportunity to continue using the devices during the simultaneous- hybrid learning model where a cohort of students are physically present in the classroom with their teacher, while the remote learning students participating simultaneously with their peers through teleconferencing. In addition, if approved, these devices will allow us to offer a summer program for students. These devices are needed for collaboration between the student, the teacher and their peers and will allow for a workshop model to be deployed. The workshop model provides flexibility in teaching and learning activities and allows the teacher to work with groups of students both physically and remotely.

In the upcoming school year, these devices will be used to replace the loaner devices and community use devices available on all of the PUSD campuses that have reached the end of their life cycle, and are no longer supported by Google after this year.

Attachments: Dell email with cost breakdown

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**

III. FISCAL IMPACT

The one-time cost for PUSD to buy and take full ownership of the 18,000 Chromebooks from Dell Financial (DFS) is \$893,025.00 (\$45 per device plus 10.25% tax). By agreeing to do our device refresh with Dell, a buyout discount of \$180,000 (\$10 per device) will be applied. This would bring our total buyout cost to \$713,025.00. We will bring back a quote for an extended warranty plan by a third-party service provider as these devices are now out of warranty with Dell. The Chromebook Buyout is part of the voter-approved Education Technology Bond. Funds in the amount not to exceed \$713,025.00 will be provided upon approval of this buyout agreement.

Pasadena Unified School District**Board of Education Agenda:**

March 25, 2021

Submitted by:

Tendaji Jamal, Chief Information Technology Officer

Funding title/code:

Name: TBD

String: xx.x-xxxxx.0-11100-10000-5610-0000165

Approved:



Brian O. McDonald, Ed.D.
Superintendent

Originator: Tendaji Jamal, Chief Information Technology Officer

APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.



Tendaji Jamal <jamal.tendaji@pusd.us>

Need Schedule for Pasadena Unified School District ASAP

Kraft, Robert <Robert.Kraft@dell.com>

Mon, Mar 15, 2021 at 2:23 PM

To: Tendaji Jamal <jamal.tendaji@pusd.us>, Teresa Rodriguez <rodriguez.teresa@pusd.us>

Internal Use - Confidential

Hi TJ

The earlier buy our quote was based on 15,000 devices

I have requested the invoice updated for 18,000 device at \$45 per devices before sales tax.

After sales tax of 10.25% the buy-out should be \$893,025.00 before any discount

This will be discounted by \$10.00 per unit \$180,000

The resulting discounted invoice with estimates sales tax would be \$713,025.00

To account for this, we reduced the annual payment from \$3,041,814.52 to \$2,948,862.33, a net savings of \$371,808.76

I just received a new quote from Perry and am updating the payment quote and the summary.

[Quoted text hidden]

Pasadena USD example layout 3 15 21 Prime.xlsx
22K

**BOARD OF EDUCATION
PASADENA UNIFIED SCHOOL DISTRICT
PASADENA, CALIFORNIA**

Topic: APPROVAL OF CONTRACT RC1196:20:21 FOR THE DELL PURCHASE AGREEMENT FOR STUDENT DEVICE REFRESH

RECOMMENDATION: The Board of Education approve contract RC1196:20:21 for the Dell Purchase Agreement for Student Device Refresh.

Anticipated Effect on Student Outcomes: To ensure that all students have the digital tools and reliable access to technology necessary for a successful learning experience.

I. BACKGROUND:

In October, 2017 the Pasadena Unified School District approved the Dell Lease Agreement for 18,000 student Chromebooks. Leasing these Chromebooks allowed the implementation of the 1:1 Chromebook program. Students in all grades have access to a Chromebook. Due to this agreement, when the Covid19 Stay at Home orders were implemented, we were prepared to go remote, but not without some challenges. The lockdown forced us to shift classes to video conferencing platforms like WebEx and Google Meet. These video conferencing tools slowed down Chromebook performance, making it difficult to stay connected, causing a loss of instructional time. Although we have been able to manage, the need for higher performing devices is evident.

II. STAFF ANALYSIS:

It is recommended that the board of education approve the purchase of 16,100 new Chromebooks to replace existing student Chromebooks. The current devices will then be used to replace the out-of-date devices currently being used as loaners and community carts that will no longer be supported by Google after this year.

Over the last six months, we have worked with Dell's engineers, ITS support staff, and select teachers and students to find a device that would best fit the needs of our students. It was decided, as listed below, that two different models were needed as the performance demands for elementary and secondary students were different:

Elementary Schools – 7000 Qty Chromebook 11 3100 2in1, \$3,210,543.73

Secondary Schools – 9100 Qty Dell Latitude 5400, \$7,774,442.81

Chromebook White Glove Services - \$489,762.00

This allowed us to make performance upgrades where needed, while still managing cost as much as possible.

This contract will allow for a 1:1 student Chromebook ratio in all grades. If approved, students will continue to have access to digital content, eBooks, collaborative learning tools, and online resources. All learners will have ubiquitous digital access to support personalized learning, engagement, rigor, achievement, and the development of digital skills and literacies.

**APPROVED by the Board of
Education of the Pasadena
Unified School District on the
above mentioned date**

Attachments: Lease Schedule SBQ 810-6741552-010
Dell Financial Services Exhibit A
Dell Financial Services Amortization Schedule Exhibit B
Tax Opinion Letter
8038 Notice
Dell Quote 3000080167665.1 - 5400
Dell Quote 3000080983565.1 – 3100
Dell SOW for Chromebook White Glove Services

III. FISCAL IMPACT

The purchase price for these devices is \$11,474,748.54 plus finance charges of \$601,276.86 for a total cost of \$12,076,025.40. Pasadena Unified School District will be billed \$3,019,006.34 at the beginning of each fiscal year with the last payment being made in July 2024. This student device refresh is part of the voter approved Education Technology Bond. Funds in the amount not to exceed \$12,076,025.40 will be provided upon approval of this agreement.

Pasadena Unified School District

Board of Education Agenda:

March 25, 2021

Submitted by: 


Tendaji Jamal, Chief Information Technology Officer

Funding title/code:

Name: TBD

String: Xx.x-xxxxx.0-0.11100-10000-5610-0000165

Approved:



Brian O. McDonald, Ed.D.
Superintendent

Originator: Tendaji Jamal, Chief Information Technology Officer

**APPROVED by the Board of
Education of the Pasadena
Unified School District on
the above mentioned date.**



BILLING AND LEASE SCHEDULE INFORMATION
(THIS FORM MUST BE COMPLETED BY THE INDIVIDUAL SIGNING THE
DOCUMENTS AND A MEMBER OF YOUR ACCOUNTS PAYABLE TEAM)

I. INVOICING/BILLING:

Will your accounts payable be for:

☒ 1 Central Location ☐ 1 for each Dept., Campus, Agency (need address for each)

Customer's accounts payable address for invoices

Company Name:	PASADENA UNIFIED SCHOOL DISTRICT
(as filed with your Secretary of State)	Pasadena Unified School District
Address:	351 S Hudson Ave
City, State, Zip:	Pasadena, CA 91101
County:	Los Angeles
Attention:	Accounts Payable Supervisor
Telephone Number:	626/396-3600 x88369
Fax Number:	626/396-8613
E-Mail Address:	apinvoice@pusd.us

Is a Purchase Order #required on the invoice? ☒ Yes ☐ No

TAX: Where required, Sales/Use Tax will be assessed and invoiced.

Does the Customer hold a valid exemption or direct pay certificate? ☐ Yes ☒ No

If yes, please ATTACH a copy of the certificate for each state to this document.

(NOTE: A certificate must be provided for each state in which lease Products are located.)

UCC Information Required:

Federal Tax ID#:	95-6002372	Type of Organization:	Public Education
State Of Organization:	California	State ID#:	

How will your Purchase Orders be placed? Will one Purchase Order cover:

<input checked="" type="checkbox"/> 1 Order Release	<input type="checkbox"/> Multiple Order Releases	<input type="checkbox"/> Blanket Purchase Order
<input checked="" type="checkbox"/> 1 Ship to Address	<input type="checkbox"/> Multiple Ship To Locations	
<input type="checkbox"/> 1 Group Only	<input type="checkbox"/> Multiple Groups (Depts, Campuses, Agencies)	
<input type="checkbox"/> 1 Entire Lease Term	<input type="checkbox"/> Specific Periods - Explain _____	

Please Describe your Requirements?

Will Shipping be: ☐ Financed ☐ Billed Separately ☒ No charge by Dell
Can you have: ☐ More than one PO#/Invoice ☒ Only 1 PO#/Invoice
Can your PO be: ☒ Split between 2 or more invoices ☐ Must be fulfilled in 1 invoice
Will you lease: ☒ Dell Equipment only ☐ Other Vendor(s) Equipment
Do you intend to finance upfront tax (if applicable) on the Lease Schedules? ☒ Yes ☐ No

Please Describe your Organizational Structure:

☐ Commercial ☒ Public/Municipal ☐ Other-Explain _____
☐ 1 Group Only ☐ Multiple Groups (Depts, Campuses, Agencies)
☒ 1 Accounts Payable ☐ Multiple Accounts Payables (1 per Dept, Campuses, Agency)
☒ Lease Schedules will be reviewed by one person ☐ Requires multiple step approval process

Commencement is:

☐ 1st of following month ☐ Acceptance ☐ Other-Explain _____

Interim Rent is:

☐ Charged ☒ Not Charged ☐ Other-Explain _____

Property Tax is:

☐ Rebilled Annually ☐ Other-Explain _____

Fiscal Year is from July 1 to June 30.

Notations:

II. PREPARING CUSTOMER'S A/P SYSTEM TO REMIT PAYMENTS TO Dell Financial Services L.L.C.:

Below is information commonly requested by customers in order to assist them in setting up their accounts payable system to pay Dell Financial Services L.L.C.:

Payee Name and Address:
Dell Financial Services L.L.C.
Payment Processing Center
Carol Stream, IL

Dell Financial Services L.L.C. Federal Tax ID # is: 74-2825828

What information will you require in order to set up payments to Dell Financial Services L.L.C. as a recurring payable?

III. PAYMENT METHODS to Dell Financial Services L.L.C.
VIA CHECK

Mail To: Payee Name and Address:
Dell Financial Services L.L.C.
Payment Processing Center
Carol Stream, IL

VIA WIRE TRANSFER

Please reference all information listed below to ensure proper credit each time a wire transfer is made:

Payable to: Dell Financial Services L.L.C.

ABA #: 071000039
Account #: 8188204944
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

VIA ACH

Payable to: Dell Financial Services L.L.C.

ABA #: 071000039
Account #: 8188204944
Preferred Format: CTX+
Customer Account #:
DFS Invoice #:
Amount to be Applied per Invoice:

IV. LEASE SCHEDULES:

Please refer to the Lease Schedule Sample attached.

Name of recipient(s) to receive monthly Lease Schedules to reconcile:

Attention: Tendaji Jamal / ITS
Address: 351 S Hudson Ave
City, State, Zip: Pasadena, CA 91101
Phone & FAX Numbers: 626/396-3600 x88989
E-Mail Address: jamal.tendaji@pusd.us

Name of individual(s) to sign monthly Lease Schedules (this individual should be named as an authorized signatory on the Secretary/Clerk Certificate):

Attention: Tendaji Jamal, Chief Information Technology Officer
Address: 351 S Hudson Ave
City, State, Zip: Pasadena, CA 91101
Phone & FAX Numbers: 626/396-3600 x88989
E-Mail Address: jamal.tendaji@pusd.us

V. LEASED ASSET REPORT

Please refer to the attached Lease Asset Report Sample.

Will you require a Lease Asset Report? ☒ Yes ☐ No

If yes, how frequent? ☐ Monthly ☐ Quarterly ☒ Annually ☐ Other _____

Attention: Ilene Mehrez, Procurement & Contract Supervisor
Address: 351 S Hudson Ave
City, State, Zip: Pasadena, CA 91101
Telephone Number: 626/396-3626
FAX Number: 626/577-5939
E-Mail Address: mehrez.ilene@pusd.us

Would you prefer to have your Leased Asset Report posted to your Premiere Page? ☒ Yes ☐ No

Login: _____

Address: _____

PLEASE ADVISE LESSOR AT THE ADDRESS LISTED BELOW OF CHANGES IN THE INFORMATION PROVIDED ABOVE.

Please return this document along with all other required documents to:

Dell Financial Services L.L.C.
Public Segment Lease Administration
One Dell Way
RR3-56
Round Rock, TX 78682

Completed/Confirmed By:

Lessee: Lessee Document Signatory

Lessee Accounts Payable Representative

By: _____

Name: Tendaji Jamal

Ilene Mehrez

Title: Chief Information Technology Officer

Supervisor, Procurement Services

Date: March 30, 2021

March 30, 2021

**PASADENA UNIFIED SCHOOL DISTRICT
LEASE PURCHASE SCHEDULE NO. 810-6741552-010
TO MASTER LEASE AGREEMENT NO. 581229-30896**

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. 581229-30896 ("Agreement") DATED May 19, 2017 BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND PASADENA UNIFIED SCHOOL DISTRICT ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER: Dell Inc. One Dell Way Round Rock TX 78682

<u>Product Description</u>	<u>Product Location</u>	<u>Lessee Purchase Order No.</u>	<u>Primary Term (Mos.)</u>	<u>Commencement Date</u>
See Exhibit 'A'	See Exhibit 'A'	TBD	48	TBD

Rent is payable: in Advance

Payment Period: Annually

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE'S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE'S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: "Notwithstanding the first sentence of this Section, upon Lessee's acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee's purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR

RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

PASADENA UNIFIED SCHOOL DISTRICT
"Lessee"

By: 

Name: Tendaji Jamal

Title: Chief Information Technology Officer

Date: March 26, 2021

DELL FINANCIAL SERVICES L.L.C.
"Lessor"

By: 

Name: Kim Vodicka, Vice President

Title: _____

Date:

APPROVED By Wendy Kolth at 5:57 pm, Mar 12, 2021
--



Pasadena Unified
School District

March 12, 2021

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Exhibit A

Term		4 year Telp
Option		Finance
Payments:		Annual
Consolidation:		Monthly
Payments Due:		Advance
Interim Rent:		None
Option 2 3000080983565.10	Payment Contract	Telp
	Equipment Description	7000 3100s 2 in 1
	Dell quote price included estimated sales tax	\$3,210,543.73
	Lease Rate Factor	0.2631
3000080645244.10	Telp	Telp
	Equipment Description	9100 5400s
3000080720534.10	Telp	Telp
	Equipment Description	Dell SOW V6
SUM		\$ 11,474,748.54
		\$ 3,019,006.34

Expiration	4/1/2021
End of Term Options:	
Finance Lease/Lease Purchase:	

Rate verification 3.46%

- Ownership
- or Return all products to lessor at the lessee's expense.

Robert Kraft

Dell | Financial Services

cell + 1 925-487-1051

Robert.Kraft@dell.com

Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use and personal property taxes to the appropriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract. If Lessee provides the appropriate tax exemption certificates to DFS, sales and use taxes will not be collected by DFS. However, if your taxing authority assesses a **personal property tax** on leased equipment, and if DFS pays that tax under your lease structure, Lessee must reimburse DFS for that tax expense in connection with the Lessee's lease.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L.C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials.

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

PASADENA UNIFIED SCHOOL DISTRICT
Amortization Schedule 810-6741552-010
Exhibit B

Commencement Date TBD

Total Financed Amount	\$11,474,748.54				
DUE DATE	PAYMENT #	PAYMENT AMOUNT	PRINCIPAL	INTEREST	UNPAID BALANCE
Payment 1	1	\$3,019,006.34	\$3,019,006.34	\$0.00	\$9,057,019.02
Payment 2	2	\$3,019,006.34	\$2,721,789.80	\$297,216.54	\$6,038,012.68
Payment 3	3	\$3,019,006.34	\$2,817,459.81	\$201,546.53	\$3,019,006.34
Payment 4	4	\$3,019,006.34	\$2,916,492.59	\$102,513.75	\$0.00

NOTICE

IRS 8038-G & 8038-GC FILINGS

The Internal Revenue Service (IRS) now requires that all 8038 filings, prepared by a third party, be executed by the third party as the "Preparer".

Additionally, the IRS does not allow the Preparer to execute the Filing until after the Lease is fully executed.

Accordingly, please execute the Lease Schedule first, then execute your 8038 filing after that, returning both documents to us. By returning both fully executed documents to us, you represent that you executed the 8038 only after your Lease Schedule was fully in effect and executed.

Please contact your Lease Representative should you have any questions or concerns.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000080167665.1	Sales Rep	Catherine Weber
Total	\$7,774,442.81	Phone	(800) 456-3355, 6180424
Customer #	83197204	Email	Catherine_L_Weber@Dell.com
Quoted On	Mar. 03, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 03, 2021		PASADENA USD
Deal ID	21448852		351 S HUDSON AVE
			PASADENA, CA 91101-3507

Message from your Sales Rep

To proceed with this quote, please use the DELL Online Order link: www.dell.com/qto - "Retrieve as Guest" or Order Online through your Premier page <https://premier.dell.com> - SIGN IN

Regards,
Catherine Weber

Additional Comments

To proceed with this quote, please use the DELL Online Order link: www.dell.com/qto - "Retrieve as Guest" or Order Online through your Premier page <https://premier.dell.com> - SIGN IN

Shipping Group

Shipping To	Shipping Method
RUDY PEREZ PASADENA USD 5729 S MAYWOOD AVE MAYWOOD, CA 90270 (213) 321-0377	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 5400 Chromebook Enterprise	\$758.00	9100	\$6,897,800.00
NEW GOOGLE CHROME EDU PERPETUAL LICENSE SKU WITH UPDATED PRICING AS OF 3/9/2021.	\$35.91	9100	\$326,781.00

Subtotal:	\$7,224,581.00
Shipping:	\$0.00
Environmental Fee:	\$36,400.00
Non-Taxable Amount:	\$1,856,127.00
Taxable Amount:	\$5,404,854.00
Estimated Tax:	\$513,461.81
<hr/>	
Total:	\$7,774,442.81

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RUDY PEREZ
PASADENA USD
5729 S MAYWOOD AVE
MAYWOOD, CA 90270
(213) 321-0377

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Latitude 5400 Chromebook Enterprise	\$758.00	9100	\$6,897,800.00

Estimated delivery if purchased today:

Jun. 10, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Latitude 5400 Chrome XCTO	210-ATTL	-	9100	-
8th Generation Intel Core i5-8365U Processor (4 Core,6MB Cache,1.6GHz,15W)	379-BDQV	-	9100	-
Chrome OS (No management)	634-BUOO	-	9100	-
Intel(R) UHD Graphics 620 with Displayport over Type-C for Intel 8th Gen Core i5 8365	338-BYGN	-	9100	-
16GB, 2x8GB, DDR4 Non-ECC	370-AFVQ	-	9100	-
M.2 128GB PCIe NVMe Class 35 Solid State Drive	400-BGFB	-	9100	-
SSD Bracket	575-BBZR	-	9100	-
14" FHD (1920 x 1080) Anti-Glare,Touch, RGB Camera & Microphone, WLAN Capable	391-BFTB	-	9100	-
WW Palm Rest Base	346-BGWZ	-	9100	-
Single Pointing Backlit US English Keyboard	583-BHTX	-	9100	-
Intel Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BESD	-	9100	-
No Mobile Broadband Card	556-BBCD	-	9100	-
3 Cell 42Whr ExpressChargeTM Capable Battery	451-BCMC	-	9100	-
65W AC Adapter, 7.4mm Barrel	492-BBXF	-	9100	-
E5 US Power Cord	450-AAEJ	-	9100	-
Quick Start Guide Placemat	340-CMZI	-	9100	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	9100	-
Custom Configuration	817-BBBB	-	9100	-
FCC Label	389-DPWY	-	9100	-
Latitude 5400 Chrome System Driver	658-BEMF	-	9100	-
System Shipment, Latitude 5400 Chrome	340-CUCK	-	9100	-
Chromebook Enterprise logo packing label	389-DRWI	-	9100	-
BTO Standard Shipment (VS)	800-BBQK	-	9100	-
No UPC Label	389-BCGW	-	9100	-
Bottom Cover Titan Grey	321-BGCL	-	9100	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	9100	-
Dell Limited Hardware Warranty	997-8317	-	9100	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	997-8328	-	9100	-

Onsite/In-Home Service After Remote Diagnosis, 3 Year Extended	997-8334	-	9100	-
Comprehensive Hardware Support for Latitude K12 up to 5% Annual Coverage Model 4 Years	825-6935	-	9100	-

			Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE SKU WITH UPDATED PRICING AS OF 3/9/2021.	\$35.91		9100	\$326,781.00

Estimated delivery if purchased today:
Mar. 25, 2021
Contract # C000000181156
Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE SKU WITH UPDATED PRICING AS OF 3/9/2021.	AB543620	-	9100	-

Subtotal:	\$7,224,581.00
Shipping:	\$0.00
Environmental Fee:	\$36,400.00
Estimated Tax:	\$513,461.81
Total:	\$7,774,442.81

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offerspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

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For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your **Premier page**, or, if you do not have Premier, use this **Quote to Order**.

Quote No.	3000080983565.1	Sales Rep	Catherine Weber
Total	\$3,210,543.73	Phone	(800) 456-3355, 6180424
Customer #	83197204	Email	Catherine_L_Weber@Dell.com
Quoted On	Mar. 15, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Apr. 17, 2021		PASADENA USD
Deal ID	21448852		351 S HUDSON AVE
			PASADENA, CA 91101-3507

Message from your Sales Rep

To proceed with this quote, please use the DELL Online Order link: www.dell.com/qto - "Retrieve as Guest" or Order Online through your Premier page <https://premier.dell.com> - SIGN IN

Regards,
Catherine Weber

Additional Comments

To proceed with this quote, please use the DELL Online Order link: www.dell.com/qto - "Retrieve as Guest" or Order Online through your Premier page <https://premier.dell.com> - SIGN IN

Custom Fields:

End User Contact Name: NA
End User Contact Phone: NA
End User Site Name: NA
End User Site Address: NA
Image to Install: Chromebook Image
Site or Department: Na
Purchase Order Tracking: NA
Image Type: NA

Shipping Group

Shipping To

RUDY PEREZ
PASADENA USD
5729 MAYWOOD AVE
RUDY PEREZ
MAYWOOD, CA 90270
(800) 998-9199

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Chromebook 11 3100 2-in-1	\$389.12	7000	\$2,723,840.00
NEW GOOGLE CHROME EDU PERPETUAL LICENSE SKU WITH UPDATED PRICING AS OF 3/9/2021.	\$35.91	7000	\$251,370.00
Subtotal:			\$2,975,210.00
Shipping:			\$0.00
Environmental Fee:			\$28,000.00
Non-Taxable Amount:			\$820,750.00
Taxable Amount:			\$2,182,460.00
Estimated Tax:			\$207,333.73
Total:			\$3,210,543.73

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

RUDY PEREZ
PASADENA USD
5729 MAYWOOD AVE
RUDY PEREZ
MAYWOOD, CA 90270
(800) 998-9199

Shipping Method

Standard Delivery

	Quantity	Subtotal
Chromebook 11 3100 2-in-1	7000	\$2,723,840.00

Estimated delivery if purchased today:

Apr. 21, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Chromebook 3100 2-in-1	210-ARJM	-	7000	-
Intel Celeron N4020 (Dual Core, up to 2.8GHz, 4M Cache, 6W)	338-BUUJ	-	7000	-
8GB 2400MHz LPDDR4 Non-ECC	370-ADZJ	-	7000	-
32GB eMMC Hard Drive	400-AWCZ	-	7000	-
11.6" HD 1366 x 768 WVA 16:9 Touch with Corning(R) Gorilla(R) Glass NBT, Camera & Microphone	391-BDYG	-	7000	-
Internal English Keyboard	580-AHSS	-	7000	-
Intel(R) Dual Band Wireless AC 9560 (802.11ac) 2x2 + Bluetooth 5.0	555-BEVK	-	7000	-
Primary 3-Cell 42Whr Battery	451-BCNK	-	7000	-
65W AC Adapter 250V, 1M	492-BCNV	-	7000	-
US Power Cord	537-BBBL	-	7000	-
Palmrest with World Facing Camera	346-BEVK	-	7000	-
Quick Start Guide	340-CKWI	-	7000	-
No Carrying Case	460-BBEX	-	7000	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	7000	-
Fixed Hardware Configuration	998-DXYX	-	7000	-
Label 0X22	389-DPUH	-	7000	-
System Shipment, Chromebook 3100 2-in-1	340-CKYJ	-	7000	-
BTS/BTP Smart Selection Shipment, Chromebook (VS)	800-BBQM	-	7000	-
EAN label	389-BKKL	-	7000	-
No UPC Label	389-BCGW	-	7000	-
Not Included	631-ABBH	-	7000	-
Touch LCD Cover	320-BCUB	-	7000	-
Comprehensive Hardware Support for Chromebook K12 up to 5% Annual Coverage Model 4 Years	825-6927	-	7000	-
Onsite/In-Home Service After Remote Diagnosis, 1 Year	823-5371	-	7000	-
Onsite/In-Home Service After Remote Diagnosis, 3 Years Extended	823-5376	-	7000	-
Dell Limited Hardware Warranty Initial Year	823-5386	-	7000	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	7000	-
			Quantity	Subtotal

**NEW GOOGLE CHROME EDU PERPETUAL LICENSE SKU WITH
UPDATED PRICING AS OF 3/9/2021.**

\$35.91 7000 \$251,370.00

Estimated delivery if purchased today:

Apr. 06, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
NEW GOOGLE CHROME EDU PERPETUAL LICENSE SKU WITH UPDATED PRICING AS OF 3/9/2021.	AB543620	-	7000	-

Subtotal: \$2,975,210.00

Shipping: \$0.00

Environmental Fee: \$28,000.00

Estimated Tax: \$207,333.73

Total: \$3,210,543.73

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

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Statement of Work for
Chromebooks White Glove Services
Pasadena Unified School District
SFDC # 19401143

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1 INTRODUCTION

"Dell Technologies Services" or "DT Services"	Dell Marketing L.P.
"DT Services Address"	One Dell Way, Round Rock TX 78682, United States
"Customer"	Pasadena Unified School District
"Customer Address"	351 S Hudson Ave., Pasadena, CA 91101
"SOW"	This Statement of Work.
"Services"	The services as described in this SOW.
"Agreement"	This SOW and the Services described in this SOW are governed by and subject to the terms and conditions set forth in: Customer's separately signed master services agreement with DT Services to the extent such agreement authorizes Customer to order the Services; or, in the absence of such an agreement, the applicable terms and conditions at the following website: www.dell.com/cts , available in hardcopy upon request and incorporated by reference in its entirety into this SOW, and the parties acknowledge having read and agree to be bound by such online terms.
"Effective Date"	The date of the last signature below.
"Term"	The term of this SOW will begin on the Effective Date and, unless terminated in accordance with this SOW or the Agreement, expires on the date that DT Services completes the provision of Services in accordance with this SOW.
"Reference"	SFDC # 19401143

The terms "DT Services", "DT Services Address", "Customer", "Customer Address", "SOW", "Services", "Agreement", "Effective Date", "Term" and "Deliverables" have the meanings indicated above. Capitalized terms used herein but not otherwise defined will have the meanings ascribed to such terms in the Agreement. To the extent that this SOW conflicts with the Agreement, the terms and conditions of this SOW shall control. Prevailing terms will be construed as narrowly as possible to resolve the conflict while preserving as much of the non-conflicting terms as possible, including preserving non-conflicting provisions within the same paragraph, section or sub-section.

The following appendices are attached hereto and incorporated by reference:

- Appendix A – Change Request Form
- Appendix B – Supported Sites
- Appendix C – Definitions
- Appendix D – Major Metropolitan Areas

2 SUMMARY OF SERVICE

This section provides an overview of the Services. This section does not form part of the SOW and is added for information purposes only.

- Project is expected to occur at approximately 28 location(s) in the continental US.
- The duration of the project is expected to be 52 Weeks.
- Services are estimated to affect 16,100 units.
- Security clearance required is None.
- The start date of the deployment shall be contingent upon completion of the Scheduling Assumptions.
- DT Services will deliver Services for Customer's sites identified in Appendix B (each, a "Customer Site").

Services:

- White Glove Setup for Chromebooks
- Offsite Chromebook Asset Tagging

3 ENGAGEMENT DETAILS

In connection with this SOW, DT Services will perform the Services as specifically described herein.

3.1 Scope of Services

DT Services will perform the following Services under this SOW:

3.1.1 Pre-Deployment Activities

DT Services and Customer will complete the activities listed below before managed deployment services begin. These activities will validate the assumptions, requirements, procedures, and responsibilities set forth in this SOW. In the event any assumption, requirement, procedure, or responsibility is found to be incorrect, the pricing and/or scope of Services will be modified using the Change Management Process to reflect the actual operating environment.

- 1) **Site Survey and End-User Profiles.** Customer will complete a site survey for each Customer Site. The site survey is used to collect information needed for the deployment. Customer will complete end-user profile surveys, if applicable.
- 2) **Pilot Test.** DT Services will conduct a pilot test to validate the assumptions and test the deployment procedures prior to the first scheduled deployment. The pilot will consist of a typical set of Services for a limited number of systems (in each case, as determined by DT Services in its discretion) and validate the following requirements: average installation time, information flow, procedures for each deployment activity, system environment, timings, and assumptions.

DT Services and Customer will mutually agree on written installation instructions prior to the date the pilot is scheduled to be performed. The installation instructions and configuration of automated migration tools must be finalized before DT Services will commit resources to perform the pilot. Upon completion of the pilot, DT Services and Customer will review the results and identify any necessary modifications to the Services and/or prices.

- 3) **Schedules.** DT Services and Customer will mutually agree in writing to a deployment schedule by Customer Site and Schedule Group (collectively, the "Deployment Schedule"). The Deployment Schedule will be distributed by Customer to end-users identified in each Schedule Group prior to the scheduled installation of their Client Systems. Customer will promptly notify DT Services of any conflicts in order to lock the schedule prior to the scheduled installation date. Any modifications or cancellations occurring prior to the scheduled installation date may be subject to additional fees.

Chromebook White Glove

DT Services will be conducting the following deployment activities.

3.1.1.1 Offsite Chromebook White Glove Services

- Chromebooks will be shipped to DT Services configuration center and then delivered to Customer location. This location may not be located within the same state as Customer.
- DT Services will remotely complete all pre-registrations of Chromebooks within DT Services configuration center.
- Manually enroll the Chrome device at time of power-on through the enrollment screen; enroll the Chrome OS device into Customer's Google Apps domain and specified OU as applicable.

Note: Google Chrome OS devices require enrollment in the Google Apps domain rather than an internal domain.

- The system will be updated to within one (1) major version of the latest/approved stable channel released version of Chrome OS at the time of configuration.
- Confirm delivery location, contacts, and schedule with Customer Project Coordinator.
- Deliver equipment to correct location via loading dock; deliver to central area at each building.
- Secure acceptance documentation.
- Accept/cover risk of loss for systems while in DT Services possession.
- Provide reporting with Serial Numbers and Asset Tag Number associated to each Serial Number.

Asset Tagging

- DT Services will install Customer provided asset tags, attach at time of warehousing to Client System.

3.1.2 Project Management

DT Services will assign a single point of contact ("SPOC") to manage the delivery of this engagement.

DT Services Project Management Responsibilities.

DT Services and/or its Project Manager will perform the following activities:

- Serve as SPOC for all service delivery issues.
- Manage DT Services tasks and resources associated with the Services and coordinate activities with Customer.
- Conduct meetings to communicate roles, responsibilities, review assumptions, and schedule activities.
- Use standard industry recognized project management tools and methodologies.
- Employ a reporting mechanism to identify project tasks, next steps, and issues.
- Implement changes associated with the Services in compliance with the Change Management Process described in this SOW.

Customer Project Management Responsibilities.

Customer and/or its Project Manager will perform the following activities:

- Provide reasonable assistance, cooperation, timely decisions and support in connection with the provision of the Services by DT Services.
- Coordinate the scheduling of all Customer-designated resources required for the Services.
- Obtain all consents, approvals, and licenses required by Customer's suppliers, licensors, and lessors necessary to support or permit the provision of Services under this SOW.
- Assign a site coordinator for each Customer site where Services will be provided.

3.2 Project Timeline

DT Services anticipates the Services will span an estimated period of 52 contiguous business Weeks. The actual schedule will be developed and agreed upon following project initialization. The actual schedule may change as the project progresses. Any changes will be managed in accordance with the Change Management Process described below.

3.3 Services Out of Scope

For the avoidance of doubt, the parties acknowledge that the following activities are not included in the scope of this SOW.

- 1) Any services, tasks or activities other than those specifically noted in this SOW.
- 2) The development of any intellectual property created solely and specifically for the Customer under this SOW.
- 3) Any Dell training or certification services not specifically described in this SOW.
- 4) Except as set forth herein, DT Services is not responsible (including financial responsibility) for any Customer and/or third party personnel, hardware, software, equipment or other assets currently utilized in the Customer's operating environment.
- 5) Procurement, shipping, or warehousing of hardware, software, or other equipment required for the Services unless otherwise stated in the SOW.
- 6) Packaging software applications for installation.
- 7) Providing end user orientation, training, or support.
- 8) Transporting equipment between buildings or between Customer sites, or moving equipment between floors without the use of elevators.
- 9) Packing, shipping, or disposing of legacy systems unless otherwise stated in the SOW.
- 10) Removing viruses (DT Services will promptly notify Customer Site Coordinator upon discovery of virus).
- 11) Disaster recovery, including but not limited to: re-imaging, reloading software applications or recovering backup data.
- 12) Warranty services or remedial hardware maintenance or software maintenance.
- 13) Warranty services for third-party products which are not provided by Dell.

The terms of this SOW do not confer on the Customer any warranties which are in addition to the warranties provided under the terms of the Agreement. The Customer may be able to purchase out of scope services at an additional charge and, upon request by Customer, DT Services will provide a proposal for such out of scope services, pursuant to the Change Management Process described below.

3.4 Assumptions

DT Services has made the following specific assumptions while specifying the Services detailed in this SOW:

3.4.1 Deployment Density Allocation Assumptions

Services below are grouped based on Customer requirements. Detailed information on the specific deployment activities for each one of the following service groups is in Section 3.1 Scope of Service and Section 5 Pricing, herein.

3.4.1.1 Blended Services

Service Group	Density Bands	Quantity
White Glove Setup for Chromebooks Offsite Chromebook Asset Tagging	1 system visit	0
	2 to 5 systems/visit	0
	6 to 9 systems/visit	0
	10 to 35 systems/visit	0
	36 to 99 systems/visit	0
	100+ systems/visit	16,100
	Total Systems	16,100

3.4.1.2 Timing Assumptions

Deployment Service	Disposition	Items	Time Assumption
White Glove Setup for Chromebooks	System	16,100	15

3.4.2 Scheduling Assumptions

- 1) Schedules will maximize the quantity of Services at each Customer Site which are in reasonable proximity within the same building and minimize the number of return visits to each Customer Site.
- 2) Changes to the mutually agreed schedule for performance of Services or modifications to the Services will only be in accordance with the Change Management Process.
- 3) Schedule Groups will be formed to allow a consistent daily volume of Services at a Customer Site.
- 4) Services will be scheduled to take place over consecutive days at a Customer Site to ensure maximum efficiency of resources.
- 5) Customer will meet the following scheduling milestones:

Scheduling Milestones	Business Days	Execution
Pilot Test Performed	15	Following Effective Date of the SOW or as mutually agreed
Installation Instructions finalized	15	Prior to the date of the first scheduled deployment
Site Surveys complete	15	Prior to scheduled deployment
Site ready to receive Services	10	Prior to scheduled deployment
Schedule Groups finalized, Schedule locked	15	Prior to scheduled deployment
End-user profiles completed	10	Prior to scheduled deployment

Scheduling Milestones	Business Days	Execution
Customer to provide all logon IDs, passwords, domain specifications and personal settings for each end-user	5	Prior to scheduled deployment

3.4.3 IT Environment & Technical Assumptions

- 1) Desktop/laptop operating system, Windows 7, Windows 8 or Windows 10.
- 2) Standard Ethernet 100MB T base switched subnets, and 5-10 MB/sec throughput at the desktop is available for login, data transfer, application loads, and imaging.
- 3) Customer provides a single point of contact for resolution of any technical issues which may arise with regard to the network, devices, and any software application.
- 4) Network infrastructure is stable and consistent across all Customer Sites.
- 5) Standard implementation of dynamic host configuration protocol (DHCP) addresses is utilized.
- 6) DT Services is not responsible for application malfunctions or conflicts between Customer applications.
- 7) Customer ensures all software applications are certified, operational, and compatible with the new Client System configuration and operating systems.
- 8) If required, Customer provides all VPN hardware and/or software required for joining machines to Customer's domain including, but not limited to, two (2) Ethernet interfaces (DHCP and class C addresses required).

3.4.4 General Assumptions

- 1) DT Services will dispose of deployment related trash to onsite Customer-provided disposal area within same building at Customer Site, unless stated otherwise in this SOW.
- 2) Customer does not require resources to have any United States Federal DoD Security Clearances (Secret, Top Secret, Top Secret / SCI, Top Secret / SCI with Polygraph, etc.).
- 3) Systems weighing more than 50 pounds require an additional resource to assist with handling the system, which may require additional charges.
- 4) Customer is advised and agrees that modifications Customer makes, or changes DT Services, its subcontractors or any third-party makes on Customer's behalf, to an Energy Star compliant product may affect whether the product continues to qualify as Energy Star compliant.

3.4.5 Offsite Chromebook White Glove Services Assumptions

- 1) Rate provided assumes no more than XX (XX) delivery events.
- 2) Customer will create Google Admin Console user account(s) based on DT Services specifications.
- 3) Customer will configure WiFi settings into their Google Admin Console.
- 4) The configuration center will hold the product for up to thirty (30) days; beyond thirty (30) days will be subject to additional fees.
- 5) DT Services will require remote access to Customer's Chrome management system.
- 6) Boxes will be clearly labeled with appropriate Customer delivery address.
- 7) Operating system and image is pre-loaded from factory on new systems.
- 8) DT Services will not be responsible for any Federal, State, or Local fees and/or taxes associated with the sale of any product.

3.4.6 Asset Tagging Assumptions

- 1) Asset tagging occurs in conjunction with services at DT Services' configuration center.
- 2) Asset tags affixed to Legacy System will not be removed or installed under this SOW.
- 3) Includes one (1) asset tag per notebook/Chromebook.
- 4) Price does not include the procurement of the asset tag.

3.5 Customer Responsibilities

Customer will provide reasonable and timely cooperation to DT Services in its performance of the Services. If the Customer fails to fulfill one or more of the following responsibilities, DT Services will be relieved of any schedule, milestone, or financial commitments associated with the Services. Customer agrees to the following responsibilities:

- 1) Promptly notifying DT Services in writing of: a) any changes Customer makes to its information technology environment that may impact DT Services' delivery of the Services; or b) business, organizational, security and technical issues that may have an impact on the performance and delivery of the Services. The Change Management Process will control any changes to the SOW following the notice.
- 2) Provide DT Services with any required consents necessary to perform the Services.
- 3) Maintain a current version of an anti-virus application continuously running on any system to which DT Services is given access and will scan all Deliverables and the media on which they are delivered. Customer will take reasonable back-up measures and, in particular, will provide for a daily back-up process and back-up the relevant data, software and programs before DT Services performs any work on Customer's production systems.
- 4) Developing or providing documentation, materials and assistance to DT Services.
- 5) Unless this SOW specifically requires DT Services to provide a software license, Customer is responsible for any and all software licensing requirements. Unless otherwise directed by Customer in writing during the installation process, DT Services will "accept" on Customer's behalf any and all electronic agreements provided with the installed hardware and/or software, including without limitation licenses, terms of sale, and other terms and conditions. Customer agrees that its purchase, license, and/or use of any hardware or software installed by DT Services under this SOW shall be subject to and governed by such electronic agreements to the same degree as if Customer had itself accepted the electronic agreements.
- 6) Ensuring the DT Services personnel have: reasonable and timely access to the project site, software, hardware, and internet access; a safe working environment; an adequate office space; parking; and remote access as required. Facilities and power must meet DT Services' requirements for the products and Services purchased.
- 7) Prior to the start of this SOW, indicating to DT Services in writing a person to be the single point of contact to ensure that all tasks can be completed within the specified time period (the "**Customer Contact**"). All Services communications will be addressed to the Customer Contact.
- 8) Customer Contact will have the authority to act for Customer in all aspects of the Services including bringing issues to the attention of the appropriate persons within Customer's organization and resolving conflicting requirements. Customer Contact will ensure attendance by key Customer personnel at Customer meetings and Deliverable presentations. Customer Contact will ensure that any communication between Customer and DT Services are made through the SPOC. Customer Contact will obtain and provide project requirements, information, data, decisions and approvals within one working day of the request, unless both parties agree to a different response time.
- 9) Providing technical points-of-contact, who have a working knowledge of the information technology components to be considered during the Services and have the authority to make business decisions ("**Technical Contacts**"). DT Services may request that meetings be scheduled with Technical Contacts.

- 10) Making appropriate service outage windows available for DT Services as needed.
- 11) The physical and network security of Customer environment.
- 12) Providing all documentation on DT Services standard templates unless both parties agree otherwise.
- 13) Ensure Customer's Site coordinator is on-site and available at the deployment site.
- 14) Prepare Customer Sites and end-user locations to receive Services (e.g., installing cables, network jacks, and power outlets and ensuring connectivity).
- 15) Procure all hardware components and software licenses in advance of deployment activities to meet the Deployment Schedule.
- 16) Ensure all systems and related equipment are easily accessible by DT Services without the need to move furniture, and provide keys to any cable locks as needed to remove or secure systems during de-installation and/or installation and disable any BIOS passwords currently configured on Legacy Systems prior to a service call for installation.
- 17) Receive hardware at Customer's receiving dock or provide access, as applicable.
- 18) Provide carts for transporting hardware within deployment site.
- 19) Advise DT Services prior to locking schedule of any unique site entry requirements.
- 20) Provide DT Services with the physical location of each end-user desk where the Services are to be performed as well as location of printers to be mapped per system, if applicable.
- 21) Provide DT Services with local administration rights necessary to perform the Services and ensure the domain login is enabled.
- 22) Provide all logon IDs, passwords, domain specifications, and personal settings necessary to perform the Services for each end-user prior to scheduled deployment.
- 23) Provide DT Services with a complete list of all approved peripherals to be installed on the new Client System, and supply all applicable drivers at the Customer Site.
- 24) In the event DT Services encounters problems loading Customer-provided software, Customer will contact the proper help resources for that application to complete the installation.
- 25) Perform quality assurance after login is complete, including access to Active Directory profile to allow end users to access specific software applications and load personalities.
- 26) Provide adequate storage area for de-installed Legacy Systems and a common area for debris at each Customer Site (to be located within the building where the deployment occurs).
- 27) Provide post-installation support and troubleshooting assistance as needed to address software application performance, software application and operating system conflicts, software application version issues or co-existence issues.
- 28) At the conclusion of the Services, change all system and network access credentials to prevent further DT Services access to systems and networks.

3.6 Service Hours

DT Services will perform the Services during normal business hours typically 07:00 to 16:00, except for 30 minutes off for lunch, Monday through Friday, Customer local time and will include travel time to and from the Customer location and excludes local holidays, unless other arrangements have been made in writing between DT Services and Customer.

3.7 Deliverables

The following is a list of Deliverables provided as part of the Services performed by DT Services for Customer under this SOW.

- 1) There are no Deliverables with this SOW.

4 PRICING

This section describes the methodology for calculating the charges for the Services provided under this SOW. Customer hereby agrees to pay such charges in accordance with the invoicing and payment terms of the Agreement and as further supplemented within this SOW. Except as otherwise mutually agreed to by Customer and DT Services, the total amount to be noted on the purchase order provided to DT Services for this SOW is: **\$489,762.00**. If this SOW includes estimates, invoices will be based on actual usage or expenses incurred. Charges shall be as follows:

The per-unit price for the Services to be performed by DT Services and applicable cancellation and rescheduling fees for the Services are listed below (see "Pricing Structure" in definitions provided in Appendix C).

DT Services will invoice Customer monthly in advance based on the actual number of assets ("Units") as recorded in the system of record, multiplied by the per Unit cost set forth in the table below.

Description of the Service(s)	Units	Per Unit Cost	Line Total
White Glove Setup for Chromebooks Offsite Chromebook Asset Tagging	16,100	\$30.42	\$489,762.00

As Needed Services

Description of the Service(s)	Units	Per Unit Cost	Line Total
Additional 30 Days of Warehousing	TBD	\$4.58	TBD

4.1 Estimate Revisions

Should DT Services' price estimate change because of a deviation in any assumption, engagement dependency, scope specification, or other provision of this SOW for which a change order as described in the Change Management Process section of this SOW does not already apply, DT Services will notify Customer and discuss any next steps. This may necessitate invoking the Change Management Process.

4.2 Expenses

Expenses are included in the charges under this SOW. Unless the scope or the list of supported sites change, pursuant to the Change Management Process, DT Services will not charge any additional expenses in connection with delivering the Services without the express written consent of Customer. Additional expenses could include Service-related expenses such as actual, reasonable, and necessary travel and living expenses.

4.3 Additional Pricing Terms

- 1) The terms of this SOW shall be valid for thirty (30) calendar days following submission of the final version of this SOW to Customer. In the event this SOW is executed by Customer and returned to DT Services after such thirty (30) day period, DT Services may: (i) accept the SOW on the stated terms; or (ii) reject the SOW and provide Customer with a revised SOW setting forth any necessary updates to the terms of the previous SOW.
- 2) The price for the Services is based on Customer's environment as disclosed to DT Services and on the basis that the information supplied is accurate and complete. If the assumptions and

parameters used to develop the SOW are found to be incorrect or have changed, the Customer will notify DT Services in writing within five (5) business days. The parties agree to pursue resolution through the Change Management Process. If the parties fail to reach an agreement with respect to such incorrect assumptions or parameters, DT Services may terminate this SOW with notice to Customer.

- 3) Any timescales or plans presented in this document assume that Customer provides any required information and fulfills its other obligations as described in this SOW in a timely manner. If Customer fails to meet its obligations as set forth in this SOW, DT Services may adjust the timeline or costs with notice to Customer to address such delays or failure to meet obligations.
- 4) If any of the volumetric assumptions used in this SOW, including, time on task, locations, service consumption, and/or configuration factors, relied upon by DT Services vary by +/- five (5%) percent, DT Services has the right to adjust the pricing to reflect such changes.
- 5) All prices are in US Dollars (USD) and are exclusive of all applicable taxes.
- 6) Both parties will mutually agree upon a service commencement date. If Customer requires changes to the service commencement date with less than ten (10) business days' notice to DT Services, additional charges may apply.
- 7) Schedule delays outside of DT Service's control, shall be billed at the current time and material rates plus travel and living expenses as described above. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer.
- 8) Price excludes travel incurred due to schedules that cause excessive travel between Customer sites.
- 9) Price includes travel expenses within fifty (50) miles of a major metropolitan area as defined by DT Services.
- 10) Per the Time and Material Pricing Table in Appendix C, rates will be invoiced to and will be paid by Customer, for the following:
 - a) Customer delays exceeding fifteen (15) minutes beyond the scheduled time for the Services to be performed; such charges will be invoiced in thirty (30) minute increments.
 - b) Services requested when the technician is not currently onsite are charged based on a 2-hour minimum per incident.
 - c) Out-of-scope services (see Section 3.3 Out of Scope Services herein).
 - d) Services performed outside the defined Service Hours.
 - e) Services designated as Time & Materials.
- 11) Cancellation or Rescheduling of any scheduled deployment after the schedule has been locked may be subject to additional fees plus any actual and reasonable travel expenses incurred. See Definitions "Cancellation" and "Reschedule" for fee schedule.
- 12) Prices exclude costs for procurement of any hardware or software.
- 13) Payment for any hardware ordered from Dell is due in accordance with Dell's standard terms for such purposes (unless the parties have entered into a separate agreement regarding acquisition of the hardware, in which case payment for the hardware would be due in accordance with such separate agreement) and shall in no case be contingent upon performance or delivery of the Services and/or installation described in this SOW.
- 14) For clarity, any hardware failures that are discovered in connection with Dell's delivery of the Services will be resolved via the Customer's existing warranty for such failed hardware. In the event warranties for failed hardware are expired or otherwise not effective, DT Services will provide reasonable support to Customer to facilitate resolution of the failed hardware so that Services hereunder may be completed. In no event will DT Services assume financial responsibility for Customer's failed hardware where such failure is not the direct result of DT Services' actions as indicated by root cause analysis.

5 CHANGE MANAGEMENT PROCESS

To ensure the success of this engagement, it is critical that Customer and DT Services have a clear understanding of engagement expectations. The parties will utilize the approach outlined below (the "Change Management Process") for managing changes to the SOW. Customer or DT Services may propose changes to the Services under this SOW, including Deliverables, scope or any other aspect of the engagement. The Change Management Process for this engagement consists of the following:

- Change Initiation – All proposed changes will be forwarded to, or originated by, the SPOC and documented. A copy of the proposed change request will be forwarded to the Customer Contact. Change requests will be documented using the Change Request.
- Change Validation – DT Services will examine the proposed change and may discuss the change request with the Customer Contact to clarify the details of the request.
- Change Analysis and Impact Analysis – DT Services will analyze the change request and make modifications to the Change Request Form as necessary.
- Change Implementation – If the change request is approved, the change will be noted as "Approved" and will be incorporated into the SOW and managed for progress. If the change is not approved, the change will be noted as "Rejected" and DT Services will continue to perform without regard to the proposed change to the extent practically possible.

The receiving party will review the proposed Change Request Form and will: (i) approve it, (ii) agree to further investigation, or (iii) reject it. Neither Customer nor DT Services will unreasonably withhold or delay its agreement to any proposed change. Investigation must be performed within five (5) business days. Changes agreed upon pursuant to the Change Management Process will not be effective until mutually executed by a duly authorized representative of both parties then, if required, a subsequent contract modification will be executed by both parties, prior to Services being performed. In addition, DT Services shall be relieved of any performance, schedule, milestone, or financial commitments associated with Services affected by Customer's non-compliance with Customer responsibilities or other obligations under this SOW or in the event of any deviation from any assumption, constraint, dependency or engagement scope specification contained in this SOW until an appropriate written change order or other amendment to this SOW addressing the foregoing is approved and signed by the Customer and DT Services.

6 OTHER PROVISIONS

The Services, including any Deliverables, are subject to the following:

- 1) DT Services may use affiliates and subcontractors to perform the Services.
- 2) DT Services may perform all or part of the Services off-site at a DT Services location or other location.
- 3) The Services may be performed outside the country in which Customer and/or DT Services is located. From time to time, DT Services may change the location where Services are performed and/or the party performing the Services; provided however, DT Services shall remain responsible to Customer for the delivery of Services.
- 4) Customer acknowledges that DT Services will request Customer's participation in a Customer feedback survey. Additionally, DT Services may approach Customer to serve as reference regarding DT Services' performance of the Services. If Customer agrees to be a reference, Customer and DT Services will agree in writing to the terms of such reference. A reference

program has been developed to facilitate confidential conversations between DT Services' customers and potential customers.

- a) Customers are invited to join the program at the conclusion of their project for a period of one year.
 - b) DT Services will only share Customer contact information to a potential customer who is interested in contacting Customer for a discussion on Customer's previous experiences.
 - c) We limit usage of Customer reference to no more than once per month.
 - d) We will not publish Customer name, organization, or any Customer identifiable details based on participation in this program.
- 5) DT Services shall not be responsible for any delay or failure to provide the Services to the extent caused by: (a) failures by Customer to perform its responsibilities under this SOW; (b) materially inaccurate assumptions; (c) a defect, deficiency or failure with respect to Customer's network, systems, software, data or other equipment; or (d) modifications to Customer's network, systems, or other equipment made by a party other than DT Services or its representatives. In the event that either party becomes aware of the occurrence of one or more of the foregoing events, they shall notify the other party accordingly. Notwithstanding such occurrence, DT Services may, following discussion with Customer regarding the impact of such incident, continue to provide the Services and shall use commercially reasonable efforts to perform the Services under this SOW. Customer will reimburse DT Services for its reasonable additional costs of providing the Services and out of pocket expenses for such efforts to the extent attributable to the items defined above.
- 6) Customer, not DT Services, is responsible for the performance of Customer's employees and agents, including any contribution, alteration, or other modification they make to the Services, including Deliverables, and for the accuracy and completeness of all data, information, and materials provided to DT Services. DT Services is not providing any warranty regarding, and is not liable for, Customer hardware, software, documentation, tools, equipment, or other products, assets, materials, or services. DT Services' performance is dependent upon timely decisions and approvals of Customer in connection with the Services, and DT Services is entitled to rely on all decisions and approvals of Customer.
- 7) The Services and resulting Deliverables may include advice and recommendations, but Customer agrees that all decisions in connection with the implementation of such advice and recommendations will be the responsibility of, and made by, Customer. DT Services is not providing legal or regulatory advice.
- 8) Unless this SOW specifically requires otherwise, DT Services is not providing any third party hardware, software, documentation, tools, equipment, or other products, materials or services, including, without limitation, Dell Technologies Select Products and Brokerage Products (collectively, "Third Party Products") to Customer. Customer is solely responsible for the negotiation of an applicable agreement with the applicable third party from whom Customer wishes to license or acquire Third Party Products, the terms of which, including without limitation, the license, warranty, indemnity, maintenance, and support terms, shall govern such license or acquisition. DT Services is not providing any warranty regarding, and is not liable for, any Third Party Products. Third Party Products are not supported or maintained by DT Services and Customer must contact the applicable third party manufacturer or supplier directly for support and maintenance services. Any configuration or modification made by DT Services to any Third Party Products provided by Customer or work product incorporating such items will be subject to the ownership and other rights agreed to by Customer with the applicable third party.
- 9) DT Services will not be responsible for non-performance due to software failure or software errors including any software failures or functionality limitations of Third Party Products.
- 10) DT Services may rely upon any standard operating procedures or practices of Customer and any direction, regulatory guidance, or other guidance provided by Customer.

- 11) Customer is responsible for the identification and interpretation of, and ensuring compliance with, any laws, statutes, rules, regulations, and standards applicable to it or its affiliates' business or operations.
- 12) No Dell Technologies product is or can be licensed or purchased under this document. Any purchase or licensing of Dell Technologies products is governed by the terms of a separate license or purchase agreement between the parties. DT Services' fees set forth herein do not include the cost of the purchase or licensing of any Dell Technologies product.
- 13) The parties agree that scope of this SOW may be reassessed, if deemed necessary by either party, on each anniversary of the effective date of this agreement.
- 14) The functional overview, if applicable, demonstrates basic functionality to familiarize Customer with the implemented in-scope products, demonstrating the product operations as installed in Customer's environment. Knowledge transfer, if applicable, demonstrates best practices to address Customer's skills and resource gaps to ensure successful implementation of Customer's new technologies. Functional overviews and knowledge transfers are not a substitute for formal Dell Technologies product Customer education.
- 15) A non-deployable system is a Dell-branded system that has failed or is non-functioning at time of install ("NDS"). In the event any Dell-branded equipment covered by this SOW is deemed to be a NDS at the time of installation, DT Services will notify Customer that the equipment is NDS, and if the equipment is under warranty, then Customer is responsible for requesting warranty service per the terms of the warranty associated with the NDS equipment identified.

7 SIGNATURES

Please review this SOW for accuracy. If the terms are acceptable, please sign and return to DT Services via email at MD_Deployment@dell.com. This SOW may be executed in any number of counterpart copies, each of which will be deemed an original, but which taken together will constitute a single instrument. The parties agree to cooperate in good faith to provide each other with a fully executed original of this SOW within five (5) calendar days of any counterpart execution. This SOW together with the Agreement (I) is the complete and exclusive agreement between DT Services and Customer with regard to its subject matter, and supersedes all prior oral or written proposals, agreements, representations and other communications between the parties with respect to the Services described in this SOW; and (II) will apply in lieu of any different, conflicting or additional terms and conditions which may appear on any order or other document submitted by either party.

IN WITNESS WHEREOF, the parties hereto have caused this SOW to be executed by their duly authorized representatives as of the Effective Date.

Pasadena Unified School District

Dell Marketing L.P.

Signature:

Signature: *Manning Fendrick Dell Technologies 4/2/2021*

Printed Name: Tendaji Namal

Printed Name:

Title: Chief Information Technology

Title:

Date: Officer March 26, 2021

Date:

Please note that for administrative purposes only, Services may not be scheduled or commenced until DT Services receives and accepts a valid purchase order ("PO") from Customer that references this SOW. Upon receipt of this fully executed SOW and Customer's PO, the SPOC will contact Customer to begin scheduling Services.

Appendix A: Change Request Form

"Either party may request a permitted change in the Scope of Services by completing the Change Order Form in DT Services format provided by the SPOC"

Appendix B: Supported Sites

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed between the parties using the Change Management Process.

Supported Site	Address	City	State	Zip	Qty
	All locations are within the School District	Pasadena	CA	91101	16,100

Appendix C: Definitions

Average Installation Time	The Average Installation Time is calculated based on the aggregate quantity of new Client Systems installed per Customer per quarter. Installation times, including quantities of peripherals, will be evaluated on a monthly basis by the Dell PMO.
Cancellation	<p><u>Site Cancellation</u>: A site cancellation occurs when Customer cancels the Services for the site after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule (see "Reschedule").</p> <p>Site Cancellation Fee Scenarios:</p> <p>For cancellations with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.</p> <p>For cancellations with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.</p> <p><u>User Cancellation</u>: A user cancellation occurs when Customer cancels the Services for the user after the schedule has been locked and Customer either does not set a new date or the new date is scheduled beyond thirty (30) days of the original locked deployment schedule.</p> <p>User Cancellation Fee Scenario:</p> <p>Customer will be assessed the full price of the scheduled deployment for each user within the contiguous delivery of Services.</p> <p>Any new scheduled date for a user that is outside the contiguous delivery of Services will be in accordance with the Change Management Process.</p>
Change Order	A written and signed request by either party requesting change to the set of services or deadlines provided under this SOW. All Change Orders must be executed by both parties in accordance with the Change Management Process described in this SOW.
Clearances	<p><u>Secret</u>: Dell will provide on-site technical resources with a Secret clearance as defined in the Government-provided "DD Form 254".</p> <p><u>Top Secret</u>: Dell will provide on-site technical resources with a Top Secret clearance as defined in the Government-provided "DD Form 254".</p> <p><u>Top Secret-SCI</u> (Sensitive Compartmented Information): Dell will provide on-site technical resources with a Top Secret-SCI clearance as defined in the Government-provided "DD Form 254".</p> <p>NOTE: This level of warranty support is based on the systems being located in areas accessible by non-cleared Dell service personnel. In the event that the systems are relocated and reside in a secure area when onsite service is required, Dell will work with Customer to develop a suitable plan for support.</p> <p>Upon award of a Secret, Top Secret, or Top Secret-SCI contract, Dell's FSO (Facility Security Officer) must receive the Government-issued "CONTRACT SECURITY CLASSIFICATION SPECIFICATION" or most commonly called "DD Form 254" before service can begin. Dell's FSO will manage the "DD Form 254" for validation and processing.</p>
Client Systems	Desktop: CPU and monitor; Laptop: which may include a docking station.

Legacy System	The computer system installed at Customer's site which is to be upgraded or de-installed, removed and replaced with a Dell computer system during a site installation event. Server or workstation class computer systems and external peripherals are not Legacy Systems.
Pricing Structure	<p><u>Blended Pricing</u> is based on the estimated units to be deployed per site per visit provided by Customer prior to the deployment. Variances in the estimated units to be deployed in excess of (+/-) five (5) percent of the actual units deployed per site per visit will be subject to Tiered Pricing.</p> <p><u>Tiered Pricing</u> is based on actual units deployed per site per visit.</p>
Reschedule	<p><u>Site Reschedule</u>: A site reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule (see "Cancellation").</p> <p>Site Reschedule Fee Scenarios:</p> <p>For reschedules with six (6) or more business days' notice, and where the site has ten (10) or more users, Customer will be assessed an administrative fee equal to ten (10) percent of the scheduled deployment price for the site.</p> <p>For reschedules with five (5) or less business days' notice, or where the site has less than ten (10) users, Customer will be assessed the full price for the scheduled deployment at the time the schedule was originally locked.</p> <p><u>User Reschedule</u>: A user reschedule occurs when Customer reschedules the Services to be performed within thirty (30) days of the original locked deployment schedule.</p> <p>User Reschedule Fee Scenarios:</p> <p>Providing Dell can perform Service within the contiguous delivery of Services, Customer will be assessed the full amount of the scheduled deployment for each user.</p> <p>Users rescheduled outside the contiguous delivery of Services will be in accordance with the Change Management Process.</p>
Schedule Group	A group of deployment events that are scheduled to occur on a specific date at a specific time at a specific location.
Services	The complete set of services to be performed by Dell described in this Statement of Work "SOW."

Time & Materials Pricing Table

Time & Materials Concept	Disposition	Cost
Time & Materials Rates - (During Service Hours - Per Hour)	N/A	\$138
Time & Materials Rates - (Outside Service Hours - Per Hour)	N/A	\$169
Project Management Office (Extension Fee for Services Beyond Term - Per Week)	N/A	\$4,400

Appendix D: Major Metropolitan Areas

The Services will be provided for the following supported sites during the term of this SOW. Additional supported sites may be included as mutually agreed using the Change Management process as defined in section 6.

City	State	City	State	City	State
Anchorage	AK	Honolulu	HI	Toledo	OH
Birmingham	AL	Cedar Rapids	IA	Youngstown	OH
Fayetteville	AR	Des Moines	IA	Oklahoma City	OK
Little Rock	AR	Boise	ID	Tulsa	OK
Chandler	AZ	Chicago	IL	Portland	OR
Gilbert	AZ	Fort Wayne	IN	Bethlehem	PA
Phoenix	AZ	Indianapolis	IN	Harrisburg	PA
Scottsdale	AZ	Kansas City	KS	Lancaster	PA
Tucson	AZ	Wichita	KS	Philadelphia	PA
Anaheim	CA	Lexington	KY	Pittsburgh	PA
Bakersfield	CA	Louisville	KY	Scranton	PA
Chula Vista	CA	Baton Rouge	LA	Providence	RI
Fontana	CA	New Orleans	LA	Columbia	SC
Fremont	CA	Boston	MA	Greenville	SC
Fresno	CA	Worcester	MA	Chattanooga	TN
Irvine	CA	Baltimore	MD	Knoxville	TN
Long Beach	CA	Portland	ME	Memphis	TN
Los Angeles	CA	Detroit	MI	Nashville	TN
Modesto	CA	Grand Rapids	MI	Amarillo	TX
Oakland	CA	Minneapolis	MN	Arlington	TX
Ontario	CA	St. Paul	MN	Austin	TX
Oxnard	CA	Kansas City	MO	Corpus Christi	TX
Riverside	CA	St. Louis	MO	Dallas	TX
Sacramento	CA	Jackson	MS	El Paso	TX
San Bernardino	CA	Charlotte	NC	Fort Worth	TX
San Diego	CA	Durham	NC	Garland	TX
San Francisco	CA	Fayetteville	NC	Grand Prairie	TX
San Jose	CA	Greensboro	NC	Houston	TX
Santa Ana	CA	Raleigh	NC	Irving	TX
Stockton	CA	Winston-Salem	NC	Laredo	TX
Aurora	CO	Lincoln	NE	Lubbock	TX
Colorado Springs	CO	Omaha	NE	Mckinney	TX
Denver	CO	Jersey City	NJ	Plano	TX
Bridgeport	CT	Newark	NJ	San Antonio	TX
Hartford	CT	Albuquerque	NM	Ogden	UT
New Haven	CT	Henderson	NV	Provo	UT
Washington	DC	Las Vegas	NV	Salt Lake City	UT
Cape Coral	FL	Reno	NV	Arlington	VA
Daytona Beach	FL	Albany	NY	Chesapeake	VA
Fort Lauderdale	FL	Buffalo	NY	Norfolk	VA

City	State	City	State	City	State
Jacksonville	FL	Manhattan	NY	Richmond	VA
Miami	FL	New York	NY	Virginia Beach	VA
Orlando	FL	Rochester	NY	Seattle	WA
Port St. Lucie	FL	Syracuse	NY	Spokane	WA
Sarasota	FL	Yonkers	NY	Tacoma	WA
St. Petersburg	FL	Cincinnati	OH	Vancouver	WA
Tampa	FL	Cleveland	OH	Madison	WI
Atlanta	GA	Columbus	OH	Milwaukee	WI
Augusta	GA	Dayton	OH		



Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Dell Financial Services L.L.C. should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;
2. The Clerk, Secretary, etc. should insert the No. in paragraph (iii), if known;
3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;
4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;
5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);
6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and
7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

SECRETARY/CLERK CERTIFICATE

I, Dr. Brian McDonald, do hereby certify that:

(i) I am the duly elected, qualified, and acting Secretary (Clerk, Secretary, etc.) of PASADENA UNIFIED SCHOOL DISTRICT, a CA public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY
<u>Tendaji Jamal</u>	<u>Chief Information Technology Officer</u>	
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. 581229-30896 (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Dell Financial Services L.L.C., or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called regular (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the 25 day of March, 2021 by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.


(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from July, 2020 to June 30, 2021.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: 
Name: Dr. Brian McDonald
Title: Secretary
(Clerk or Secretary)
Date: March 30, 2021

Subscribed to and sworn before me:

Notary Public: _____
(Name)
Date: _____

My commission expires: _____

Acknowledgment Attached

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Los Angeles }

On 3/30/2021 before me, Emilia Gonzalez Sanchez
Date Here Insert Name and Title of the Officer

personally appeared Tendaji Jamal
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: DELL FINANCIAL SERVICES

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☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

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**Secretary of State
Business Programs Division**

Notary Public, P.O. Box 942877, Sacramento, CA 94277-0001

Important Law Changes Regarding Notaries Public For 2015

New legislation that takes effect January 1, 2015, requires that every acknowledgment, proof of execution or jurat certificate completed in California shall include the following legible disclaimer in an enclosed box at the top of the certificate above the venue statement:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Information about the new law, including updated acknowledgment and jurat forms that may be filled in and printed, is available from our website at www.sos.ca.gov/business/notary/.

**PASADENA UNIFIED SCHOOL DISTRICT
INDEPENDENT CITIZENS' BOND OVERSIGHT COMMITTEE
AMENDED AND RESTATED BYLAWS**

Section 1. Committee Established. The Pasadena Unified School District (the "District") was successful at the election conducted on November 4, 2008 (the "2008 Election") in obtaining authorization from the District's voters to issue up to \$350,000,000 aggregate principal amount of the District's general obligation bonds ("Measure TT"). The District was also successful at the election conducted on November 3, 2020 (the "2020 Election", and together with the 2008 Election, the "Elections") in obtaining authorization from the District's voters to issue up to \$516,300,000 aggregate principal amount of the District's general obligation bonds ("Measure O", and together with Measure TT, the "Measures").

The Elections were conducted under paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and subdivision (b) of Section 18 of Article XIII A of the California Constitution, being chaptered as the Strict Accountability in Local School Construction Bonds Act of 2000, in Education Code Section 15264 *et seq.* (collectively, "Prop 39"). Pursuant to Education Code Section 15278, the District is obligated to establish an Independent Citizens' Bond Oversight Committee in order to satisfy the accountability requirements of Prop 39. The Board of Education of the District (the "Board") has previously established an Independent Citizens' Bond Oversight Committee (the "Committee") in connection with Measure TT. Pursuant to a separate resolution, the Board has elected to modify the role of the existing Committee and charge the Committee with responsibility for reviewing expenditures of bond proceeds pursuant to both Measure O and Measure TT. The Committee shall have the duties and rights set forth in these Amended and Restated Bylaws (these "Bylaws"). The Committee does not have legal capacity independent from the District.

Section 2. Purposes. The purposes of the Committee are set forth in Prop 39 and Education Code Section 15278 *et seq.*, and these Bylaws are specifically made subject to the applicable provisions thereof as to the duties and rights of the Committee. The Committee shall be deemed to be subject to the *Ralph M. Brown Public Meetings Act* of the State of California and shall conduct its meetings in accordance with the provisions thereof. The District shall provide necessary administrative support to the Committee as shall be consistent with the Committee's purposes, as set forth herein.

The proceeds of general obligation bonds issued pursuant to the Elections are hereinafter referred to as "bond proceeds." The Committee shall confine itself specifically to bond proceeds generated under the Measures. Regular and deferred maintenance projects and all monies generated under other sources shall fall outside the scope of the Committee's review. However, to the extent that facilities are financed with a combination of the Measures' monies and other non-bond funds, such projects shall be subject to Committee oversight and review.

Section 3. Duties. To carry out its stated purposes, the Committee shall perform only the duties set forth in Sections 3.1, 3.2, and 3.3 hereof, and shall refrain from those activities set forth in Sections 3.4 and 3.5.

3.1 Inform the Public. The Committee shall inform the public concerning the District's expenditure of bond proceeds. In fulfilling this duty, all official communications to either the Board

or the public shall come from the Chair acting on behalf of the Committee. The Chair shall only release information that reflects the majority view of the Committee.

3.2 Review Expenditures. The Committee shall review expenditure reports produced by the District to ensure that (a) bond proceeds were expended only for the purposes set forth in the Measures; and (b) no bond proceeds were used for teacher or administrative salaries or other operating expenses in compliance with Attorney General Opinion 04-110, issued on November 9, 2004.

3.3 Annual Report. The Committee shall present to the Board, in public session, an annual written report for the Measures which shall include the following:

- (a) A statement indicating whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and
- (b) A summary of the Committee's proceedings and activities for the preceding year.

3.4 Duties of the Board/Superintendent. Either the Board or the Superintendent, as the Board shall determine, shall have the following powers reserved to it, and the Committee shall have no jurisdiction over the following types of activities:

- (i) Approval of contracts,
- (ii) Approval of change orders,
- (iii) Expenditures of bond funds,
- (iv) Handling of all legal matters,
- (v) Approval of project plans and schedules,
- (vi) Approval of all deferred maintenance plans, and
- (vii) Approval of the sale of bonds.

3.5 Measure O and Measure TT Projects Only. In recognition of the fact that the Committee is charged with overseeing the expenditure of Measure O and Measure TT bond proceeds, the Board has not charged the Committee with responsibility for:

- (a) Projects financed through the State of California, developer fees, redevelopment tax increment, certificates of participation, lease/revenue bonds, the general fund or the sale of surplus property without bond proceeds.
- (b) The establishment of priorities and order of construction for the bond projects, which shall be made by the Board in its sole discretion.
- (c) The selection of architects, engineers, soils engineers, construction managers, project managers, CEQA consultants and such other professional service firms as are

required to complete the project based on District criteria established by the Board in its sole discretion.

(d) The approval of the design for each project including exterior materials, paint color, interior finishes, site plan and construction methods (modular vs. permanent) which shall be determined by the Board in its sole discretion.

(e) The selection of independent audit firm(s), performance audit consultants and such other consultants as are necessary to support the activities of the Committee.

(f) The amendment or modification of the Bylaws for the Committee, as provided herein, subject to the legal requirements of Prop 39.

(g) The appointment or reappointment of qualified applicants to serve on the Committee, subject to legal limitations, and based on criteria adopted in the Board's sole discretion as part of carrying out its function under Prop 39.

3.6 Public Records. Minutes and Agendas of the proceedings of the Committee shall be a matter of public record and be made available on an internet website maintained by the District. Relevant documents received and reports issued shall be maintained by the District for review pursuant to Public Records Act requests.

Section 4. Authorized Activities.

4.1 In order to perform the duties set forth in Section 3.0, the Committee may engage in the following authorized activities:

(a) Receive copies of the District's annual, independent performance audit and annual, independent financial audit required by Prop 39 (Article XIII A of the California Constitution) (together, the "Audits") at the same time said Audits are submitted to the District, and review the Audits.

(b) Inspect District facilities and grounds for which bond proceeds have been or will be expended, in accordance with any access procedure established by the District's Chief Finance Officer.

(c) Review copies of deferred maintenance proposal or plans developed by the District.

(d) Review efforts by the District to maximize bond proceeds by implementing various cost-saving measures.

(e) Receive from the Board, within three months of the District receiving the Audits, responses to any and all findings, recommendations, and concerns addressed in the Audits, and review said responses.

Section 5. Membership.

5.1 Number.

The Committee shall consist of at least seven (7) members appointed by the Board from a list of candidates submitting written applications, and based on criteria established by Prop 39, to wit:

- One (1) member shall be the parent or guardian of a child enrolled in the District.
- One (1) member shall be both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization, such as the P.T.A. or a school site council.
- One (1) member active in a business organization representing the business community located in the District.
- One (1) member active in a senior citizens' organization.
- One (1) member active in a bona-fide taxpayers association.
- Two (2) members of the community at-large.

5.2 Qualification Standards.

- (a) To be a qualified person, he or she must be at least 18 years of age.
- (b) The Committee may not include any employee, official of the District or any vendor, contractor or consultant of the District.
- (c) The Board shall determine if an applicant to the Committee satisfies the membership categories set forth in Section 5.1 above.

5.3 Ethics: Conflicts of Interest.

- (a) Members of the Committee are not subject to the Political Reform Act (Gov. Code Section 81000 *et seq.*), and are not required to complete Form 700; but each member shall comply with the Committee Ethics Policy attached as "Attachment A" to these Bylaws.
- (b) Pursuant to Education Code Section 35233, the prohibitions contained in Article 4 (commencing with Section 1090) of Division 4 of Title 1 of the Government Code ("Article 4") and Article 4.7 (commencing with Section 1125) of Division 4 of Title 1 of the Government Code ("Article 4.7") are applicable to members of the Committee. Accordingly:
 - (i) Members of the Committee shall not be financially interested in any contract made by them in their official capacities or by the Committee, nor shall they be purchasers at any sale or vendors at any purchase made by them in their official capacity, all as prohibited by Article 4; and
 - (ii) Members of the Committee shall not engage in any employment, activity, or enterprise for compensation which is inconsistent, incompatible, in conflict with, or inimical to duties as a member of the Committee or with the duties, functions, or responsibilities of the Committee or the District. A member of the Committee shall not perform any work, service, or counsel for compensation where

any part of his or her efforts will be subject to approval by any other officer, employee, board, or commission of the Board, except as permitted under Article 4.7.

5.4 Term. Except as otherwise provided herein, each member shall serve a term of two (2) years, commencing as of the date of appointment by the Board. No member may serve more than three (3) consecutive terms. At the Committee's first meeting, members will draw lots or otherwise select a minimum of two members to serve for an initial one (1) year term and the remaining members for an initial two (2) year term. Members whose terms have expired may continue to serve on the Committee until a successor has been appointed, but in no event longer than six months from the expiration of such member's term. Members who have previously served on the Measure TT Committee shall be permitted to serve on the Committee and, if appointed by the Board, are entitled to serve new three (3) consecutive two (2) year terms from the date of their appointment.

5.5 Appointment. Members of the Committee shall be appointed by the Board through the following process: (a) the District will advertise in the local newspapers, on its website, and in other customary forums, as well as solicit appropriate local groups for applications; (b) the Superintendent or his or her designee and a Board member will review the applications; and (c) the Superintendent or his or her designee and Board member will make recommendations to the Board. If a Committee member is eligible to be appointed for another term, that member may request re-appointment, in writing to the Superintendent or designee, who will review the request and submit their recommendation to the Board of Education for the appropriate action.

5.6 Removal; Vacancy. The Board may remove any Committee member for cause, including failure to attend two consecutive Committee meetings without reasonable excuse or for failure to comply with the Committee Ethics Policy. Upon a member's removal, his or her seat shall be declared vacant. The Board, in accordance with the established appointment process shall fill any vacancies on the Committee. The Board shall seek to fill vacancies within 90 days of the date of occurrence of a vacancy.

5.7 Compensation. The Committee members shall not be compensated for their services.

5.8 Authority of Members. (a) Committee members shall not have the authority to direct staff of the District; (b) individual members of the Committee retain the right to address the Board, either on behalf of the Committee or as an individual; and (c) the Committee shall have the right to request and receive copies of any public records relating to projects funded by the Measures.

Section 6. Meetings of the Committee.

6.1 Meetings. The Committee shall establish a schedule for the date and time of regular meetings to be held at least quarterly, including an annual organizational meeting.

6.2 Location. All meetings shall be held within the boundaries of the Pasadena Unified School District, located in Los Angeles County, California.

6.3 Procedures. All meetings shall be open to the public in accordance with the *Ralph M. Brown Act*, Government Code Section 54950 *et seq.* Meetings may be conducted according to such additional procedural rules which are consistent with those adopted by the Board. A majority of the number of Committee members shall constitute a quorum for the transaction of any business of the Committee except adjournment.

Section 7. District Support.

7.1 The District shall provide to the Committee necessary technical and administrative assistance as follows:

- (a) Preparation of and posting of public notices as required by the *Brown Act*, ensuring that all notices to the public are provided in the same manner as notices regarding meetings of the Board;
- (b) Provision of a meeting room, including any necessary audio/visual equipment;
- (c) Preparation, translation and copies of any documentary meeting materials, such as agendas and reports; and
- (d) Retention of all Committee records, and providing public access to such records on an Internet website maintained by the District.

7.2 District staff and/or District consultants shall attend Committee proceedings in order to report on the status of projects and the expenditure of bond proceeds.

Section 8. Reports. In addition to the Annual Report required in Section 3.3, the Committee may report to the Board from time to time in order to advise the Board on the activities of the Committee. The Annual Report shall be in writing and shall summarize the proceedings and activities conducted by the Committee.

Section 9. Officers. The Superintendent shall appoint the initial Chair. Thereafter, the Committee shall elect a Chair and a Vice-Chair who shall act as Chair only when the Chair is absent. The Chair and Vice-Chair shall serve in such capacities for a term of one year and may be re-elected to such capacities by vote of a majority of the members of the Committee.

Section 10. Amendment of Bylaws. Any amendment to these Bylaws shall be approved by a majority vote of the Board.

Section 11. Termination. The Committee shall automatically terminate and disband concurrently with the Committee's submission of the final Annual Report which reflects the final accounting of the expenditure of all monies authorized by the Measures.

ATTACHMENT A

CITIZENS' BOND OVERSIGHT COMMITTEE ETHICS POLICY STATEMENT

This Ethics Policy Statement provides general guidelines for Committee members in carrying out their responsibilities. Not all ethical issues that Committee members face are covered in this Statement. However, this Statement captures some of the critical areas that help define ethical and professional conduct for Committee members. The provisions of this Statement were developed from existing laws, rules, policies and procedures as well as from concepts that define generally accepted good business practices. Committee members are expected to strictly adhere to the provisions of this Ethics Policy.

POLICY

- **CONFLICT OF INTEREST.** A Committee member shall not make or influence a District decision related to: (1) any contract funded by bond proceeds, or (2) any construction project which will benefit the Committee member's outside employment, business, or personal finances or benefit an immediate family member, such as a spouse, child or parent.

- **OUTSIDE EMPLOYMENT.** A Committee member shall not use his or her authority over a particular matter to negotiate future employment with any person or organization that relates to: (1) any contract funded by bond proceeds, or (2) any construction project. A Committee member shall not make or influence a District decision related to any construction project involving the interest of a person with whom the member has an agreement concerning current or future employment, or remuneration of any kind. For a period of two (2) years after leaving the Committee, a former Committee member may not represent any person or organization for compensation in connection with any matter pending before the District that, as a Committee member, he or she participated in personally and substantially. Specifically, for a period of two (2) years after leaving the Committee, a former Committee member and the companies and businesses for which the member works shall be prohibited from contracting with the District with respect to: (1) bidding on projects funded by the bond proceeds; and (2) any construction project.

- **COMMITMENT TO UPHOLD LAW.** A Committee member shall uphold the federal and California Constitutions, the laws and regulations of the United States and the State of California (particularly the Education Code) and all other applicable government entities, and the policies, procedures, rules and regulations of the Pasadena Unified School District.

- **COMMITMENT TO DISTRICT.** A Committee member shall place the interests of the District above any personal or business interest of the member.



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/09/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code/Contract Name	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitments	Retention Held	UnCommitted Available Balance
Altadena Elementary School - COMPLETE: Addition of 3 Shade Structures (95022.0)						
	90,187	90,187	90,187	-		-
Altadena Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	88,088	88,088	88,088	-		-
Altadena Elementary School - Modernization Project (95068.0) (2)						
	10,347,166	10,345,358	10,345,358	-		1,808
ALTADENA ELEM. TOTAL	10,525,440	10,523,632	10,523,632	-	-	1,808
Aveson Charter School (Noyes) - COMPLETE: Portable N Demolition Project (95029.0)						
	30,654	30,654	30,654	-		-
AVESON (NOYES) TOTAL	30,654	30,654	30,654	-	-	-
Blair High School - 04A Modernization of Main Building (95056.0) (2)						
	30,052,133	30,051,416	30,020,153	31,263		717
Blair High School - 04b Track and Field (95005.0) (2)						
	82,877	82,877	82,877	-		-
Blair High School - COMPLETE: Blair Middle School Campus (95001.0) (1) (2)						
	14,538,936	14,538,936	14,538,936	-		-
Blair High School - COMPLETE: Measure T E-Rate (95180.0)						
	428,677	428,677	428,677	-		-
Blair High School - COMPLETE: PROJECT CNLD - New 9th Grade Classroom (2)						
	1,146,779	1,146,779	1,146,779	-		-
BLAIR HS - Blair HS Site Access Improvement (ADA) (95056.1) (2)						
	51,285	51,285	51,285	-		-
BLAIR TOTAL	46,300,688	46,299,971	46,268,708	31,263	-	717
Burbank Elementary School - COMPLETE: Electrical Panel Upgrade (95064.0) (2)						
	87,603	87,603	87,603	-		-
Burbank Elementary School - COMPLETE: Renovation of Hodges (old 95140.0 merged) (2)						
	253,584	253,584	253,584	-		-
Burbank Elementary School - Lunch Shelter/Renovation (95131.0) (1) (2) (3)						
	955,463	910,463	910,463	-		45,000
BURBANK TOTAL	1,296,650	1,251,650	1,251,650	-	-	45,000
Career Technical - Career Technical Education Projects (95145.0)						
	2,683,000	2,683,000	2,683,000	-		-
Career Technical - COMPLETE: CTE KLRN TV (95145.0)						
	100,507	100,507	100,507	-		-
CAREER TECHNICAL TOTAL	2,783,507	2,783,507	2,783,507	-	-	-
Central Kitchen - COMPLETE: Culinary Academy/Kitchen Construction (9)						
	1,238,928	1,238,928	1,238,928	-		-
CENTRAL KITCHEN TOTAL	1,238,928	1,238,928	1,238,928	-	-	-
Cleveland Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	113,292	113,292	113,292	-		-
Cleveland Elementary School - COMPLETE: New Classroom Wing (95031.0) (2)						
	4,594,037	4,594,037	4,594,037	-		-
Cleveland Elementary School - Modernize Kitchen (95121.0) (2)						
	108,495	108,495	108,495	-		-
Cleveland Elementary School - Student Safety Wall & Flooring Padding (2)						
	8,506	8,506	8,506	-		-
CLEVELAND ELEM. TOTAL	4,824,330	4,824,330	4,824,330	-	-	-
District Service Center - Facilities Administration (95000.0) (1) (2) (3)						
	16,909,126	16,134,559	15,982,358	152,201		774,567
DSC FACILITIES ADMIN TOTAL	16,909,126	16,134,559	15,982,358	152,201	-	774,567
District-Wide - COMPLETE: Bogen Clock Speaker System (95032.0)						
	1,436,405	1,436,405	1,436,405	-		-
District-Wide - COMPLETE: Energy Conservation Measures (95019.0) (2)						
	5,029,386	5,029,386	5,029,386	-		-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/09/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
District-Wide - COMPLETE: Exterior Improvements (95036.0)						
	42,112	42,112	42,112	-		-
District-Wide - COMPLETE: Technology Modifications (95144.0)						
	3,071,556	3,071,556	3,071,556	-		-
District-Wide - District-Wide I.T. Wireless Access Upgrade (2)						
	3,000,000	3,000,000	3,000,000	-	109,813.37	-
District-Wide - DW - PRI 0 - Roofing (95135.0)						
	391,831	391,831	391,831	-		-
District-Wide - DW - PRI 0 - Windows (95136.0)						
	101,736	101,736	101,736	-		-
DISTRICT WIDE PROJECTS	13,073,026	13,073,026	13,073,026	-	109,813	-
Don Benito Elementary School - 11 HVAC and Kitchen (95146.0) (2)						
	301,509	296,509	263,398	33,111		5,000
Don Benito Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	147,679	147,679	147,679	-		-
Don Benito Elementary School - COMPLETE: Playground Structures (95043.0)						
	173,442	173,442	173,442	-		-
Don Benito Elementary School - Interim Housing (95181.0) (2)						
	397,779	397,779	397,779	-		-
Don Benito Elementary School - New Admin Bldg (95097.0) (2)						
	790,568	790,568	790,568	-		-
DON BENITO ELEM. TOTAL	1,810,976	1,805,976	1,772,865	33,111	-	5,000
Edison Elementary School - Edison ADA Upgrades (95143.0)						
	43,940	43,940	43,940	-		-
EDISON ELEMENTARY TOTAL	43,940	43,940	43,940	-	-	-
Eliot Middle School - 08 HVAC Upgrades (95146.0) (2)						
	828,427	828,427	828,427	-		-
Eliot Middle School - Auditorium/Cafe Modernization (95015.0) (2)						
	7,749,399	7,749,399	7,749,399	-		-
Eliot Middle School - COMPLETE: Career Technical Education (95145.0) (2)						
	29,261	29,261	29,261	-		-
Eliot Middle School - COMPLETE: Field Bleacher Replacement & ADA Upgrade (2)						
	92,835	92,835	92,835	-		-
Eliot Middle School - COMPLETE: Kitchen Modernization (95147.0) (2)						
	6,000	6,000	6,000	-		-
Eliot Middle School - COMPLETE: Lunch Shelter (95034.0) (2)						
	616,602	616,602	616,602	-		-
Eliot Middle School - COMPLETE: Measure T E-Rate (95180.0)						
	255,192	255,192	255,192	-		-
ELIOT MS CHILLED WATER PIPING CORR (95146.1) - ELIOT MS CHILLED WATER PIPING CORR (95146.1)						
	89,230	89,230	89,230	-		-
ELIOT MIDDLE SCHOOL	9,666,945	9,666,945	9,666,945	-	-	-
Field Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	113,292	113,292	113,292	-		-
Field Elementary School - COMPLETE: Water Meter Separation (95106.0)						
	39,013	39,013	39,013	-		-
Field Elementary School - FIELD - Playground (95069.1) (2)						
	336,473	336,473	336,473	-		-
Field Elementary School - Modernization (95069.0) (2)						
	3,554,598	3,529,597	3,529,597	-		25,000
FIELD ELEMENTARY SCHOOL	4,043,376	4,018,375	4,018,375	-	-	25,000
Franklin Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	172,886	172,886	172,886	-		-
Franklin Elementary School - COMPLETE: New Library/Shade Structure (95035.0)						
	593,078	593,078	593,078	-		-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/09/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

21.1 - GOB (Measure TT Series A)				Fund 21.1 Analysis		
Franklin Elementary School - Modernize Cafe/MPR/Windows (95066.0)						
	2,156,637	2,156,637	2,156,637	-		-
FRANKLIN ELEM. TOTAL	2,922,600	2,922,600	2,922,600	-	-	-
Hamilton Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	138,499	138,499	138,499	-		-
Hamilton Elementary School - COMPLETE: Water Meter Separation (95149.0)						
	56,828	56,828	56,828	-		-
Hamilton Elementary School - Modernization MPR/Café (95071.0) (2)						
	4,477,235	4,472,235	4,472,235	-		5,000
HAMILTON ELEM. TOTAL	4,672,562	4,667,562	4,667,562	-	-	5,000
Jackson Elementary School - 13 Modernization / Parking Lot (95052.0)						
	4,661,384	4,661,384	4,661,384	-		-
Jackson Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	130,487	130,487	130,487	-		-
Jackson Elementary School - COMPLETE: Phase I Completed Projects (95020.0 / 95						
	192,368	192,368	192,368	-		-
JACKSON ELEM. TOTAL	4,984,238	4,984,238	4,984,238	-	-	-
Jefferson Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	156,861	156,861	156,861	-		-
Jefferson Elementary School - Modernization (95079.0)						
	911,596	911,596	911,596	-		-
Jefferson Elementary School - New Child Care Center (95073.0)						
	332,171	332,171	332,171	-		-
JEFFERSON ELEM. TOTAL	1,400,627	1,400,627	1,400,627	-	-	-
John Muir High School - 03a Modernization, Abatement & Kitchen (95051.0) (2)						
	30,680,410	30,662,255	30,631,230	31,025		18,155
John Muir High School - 03b Black Box Theater Project (95183.0) (2)						
	3,724,986	3,724,986	3,724,986	-		-
John Muir High School - 03c Bldg D Accessibility (95812.0) (2)						
	354,165	349,165	349,165	-		5,000
John Muir High School - COMPLETE: Artificial Surface Field & Track (95004.						
	1,518,980	1,518,980	1,518,980	-		-
John Muir High School - COMPLETE: Building G & L Window Replacement (95125						
	404,282	404,282	404,282	-		-
John Muir High School - COMPLETE: Career Technical Education (95145.0)						
	90,596	90,596	90,596	-		-
John Muir High School - COMPLETE: Kitchen Moderniation (95154.0)						
	6,000	6,000	6,000	-		-
John Muir High School - COMPLETE: Measure T E-Rate (95180.0)						
	555,842	555,842	555,842	-		-
John Muir High School - COMPLETE: Security System (95132.0)						
	159,785	159,785	159,785	-		-
John Muir High School - Culinary Arts Project (95184.0)						
	20,766	20,766	20,766	-		-
John Muir High School - Track and Field 95005.0 (2)						
	1,114,390	739,195	739,195	-	36,959.75	375,195
JOHN MUIR HIGH TOTAL	38,630,201	38,231,852	38,200,827	31,025	36,960	398,350
Linda Vista Elementary School - COMPLETE: Interior Structural Cleanup (95014.0)						
	39,580	39,580	39,580	-		-
Linda Vista Elementary School - Modernization (95188.0)						
	137,250	137,250	137,250	-		-
LINDA VISTA ELEM. TOTAL	176,830	176,830	176,830	-	-	-
Loma Alta Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)						
	63,647	63,647	63,647	-		-
Loma Alta Elementary School - COMPLETE: Modernization Project (95033.0)						



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/09/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis	
	171,002	171,002	171,002	-	-
Loma Alta Elementary School - COMPLETE: Pre K conversion & Fire sprinkler enclos				-	-
	181,497	181,497	181,497	-	-
Loma Alta Elementary School - COMPLETE: Retaining Wall & Street Improvements (95				-	-
	1,013,583	1,013,583	1,013,583	-	-
Loma Alta Elementary School - COMPLETE: Water Meter Separation (95101.0)				-	-
	27,355	27,355	27,355	-	-
LOMA ALTA ELEM. TOTAL	1,457,084	1,457,084	1,457,084	-	-
Longfellow Elementary School - 10 HVAC Upgrades (95146.0)				-	-
	2,320,756	2,320,756	2,320,756	-	-
Longfellow Elementary School - COMPLETE: Child Care Center (95061.0)				-	-
	300,503	300,503	300,503	-	-
Longfellow Elementary School - COMPLETE: Measure T E-Rate (95180.0) (2)				-	-
	130,358	130,358	130,358	-	-
Longfellow Elementary School - New Kitchen Bldg/Lunch Shelter/Auditorium (95050.0 (2)				-	-
	1,340,458	1,340,458	1,340,458	-	-
LONGFELLOW ELEM. TOTAL	4,092,074	4,092,074	4,092,074	-	-
Madison Elementary School - Bldg A & Auditorium Renovation (95010.0)				-	-
	596,259	596,259	596,259	-	-
Madison Elementary School - COMPLETE: Measure T E-Rate (95180.0)				-	-
	96,100	96,100	96,100	-	-
Madison Elementary School - COMPLETE: Window Replacement (95084.0)				-	-
	858,784	858,784	858,784	-	-
Madison Elementary School - Kitchen Modernization (95048.0)				-	-
	309,396	309,396	309,396	-	-
Madison Elementary School - Modernization (95063.0) (2)				-	-
	4,109,419	4,109,419	4,109,419	-	-
MADISON ELEM. TOTAL	5,969,957	5,969,957	5,969,957	-	-
Marshall Fundamental Secondary School - 09 HVAC Upgrades (95146.0)				-	-
	982,595	982,595	982,595	-	-
Marshall Fundamental Secondary School - COMPLETE: Career Technical Education (95145.0)				-	-
	850	850	850	-	-
Marshall Fundamental Secondary School - COMPLETE: Electrical Upgrades (95091.0)				-	-
	352,698	352,698	352,698	-	-
Marshall Fundamental Secondary School - COMPLETE: Library Modernization & Site Improvement				-	-
	1,760,215	1,760,215	1,760,215	-	-
Marshall Fundamental Secondary School - COMPLETE: Measure T E-Rate (95180.0)				-	-
	428,192	428,192	428,192	-	-
Marshall Fundamental Secondary School - COMPLETE: Water Meter Separation (95103.0)				-	-
	21,090	21,090	21,090	-	-
Marshall Fundamental Secondary School - COMPLETE: Window Replacement (95094.0) (2)				-	-
	1,767,862	1,767,862	1,767,862	-	-
Marshall Fundamental Secondary School - Old Gym Renovation Project (95185.0)				-	-
	1,333,706	1,333,706	1,333,706	-	-
Marshall Fundamental Secondary School - Sports Complex (95049.0) (2)				-	-
	12,702,031	12,702,031	12,702,031	-	-
MARSHALL FUNDAMENTAL TOTAL	19,349,240	19,349,240	19,349,240	-	-
McKinley Elementary School - COMPLETE: Career Technical Education (95145.0)				-	-
	51,619	51,619	51,619	-	-
McKinley Elementary School - COMPLETE: Measure T E-Rate (95180.0)				-	-
	188,409	188,409	188,409	-	-
McKinley Elementary School - COMPLETE: Water Meter Separation (95159.0)				-	-
	112,485	112,485	112,485	-	-
McKinley Elementary School - Phase I New Construction (95046.0)				-	-
	20,006,670	20,006,670	20,006,670	-	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/09/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
McKinley Elementary School - Phase II Modernization (95123.0) (2)						
	869,493	868,396	868,396	-		1,098
MCKINLEY K-8 TOTAL	21,228,676	21,227,578	21,227,578	-	-	1,098
Norma Coombs Elementary - 05a New CR Wing & Admin Bldg (95133.0) (2)						
	10,439,301	10,434,301	10,434,301	-		5,000
Norma Coombs Elementary - 05b Central Plant Replacement (95146.0)						
	1,358,170	1,358,170	1,358,170	-		-
Norma Coombs Elementary - COMPLETE: Measure T E-Rate (95180.0)						
	146,511	146,511	146,511	-		-
Norma Coombs Elementary - COMPLETE: Shade Structures/Field Renovation (95021)						
	75,715	75,715	75,715	-		-
Norma Coombs Elementary - COMPLETE: Water Meter Separation (95116.0) (2)						
	21,400	21,400	21,400	-		-
NORMA COOMBS ELEM. TOTAL	12,041,097	12,036,097	12,036,097	-	-	5,000
Pasadena High School - 02a Modernize Gymnasium Complex (95075.0) (2)						
	20,861,288	20,848,782	20,848,782	-		12,507
Pasadena High School - 02c ADA Upgrade (DSA) (95074.0) (2)						
	575,735	570,735	555,305	15,430		5,000
Pasadena High School - Central Chilled Water Plant Project (95146.0) (2)						
	4,044,903	3,837,696	3,662,838	174,858.25	173,963	207,207.00
Pasadena High School - COMPLETE: Artificial Track & Field (95005.0)						
	2,099,063	2,099,063	2,099,063	-		-
Pasadena High School - COMPLETE: Career Technical Education (95145.0)						
	116,593	116,593	116,593	-		-
Pasadena High School - COMPLETE: Drainage at Fields (95006.0)						
	700,902	700,902	700,902	-		-
Pasadena High School - COMPLETE: Fire Alarm Corrections (95161.0) (2)						
	36,005	36,005	36,005	-		-
Pasadena High School - COMPLETE: Measure T E-Rate (95180.0)						
	644,227	644,227	644,227	-		-
Pasadena High School - Kitchen Project (95139.0) (2)						
	287,321	287,321	287,321	-		-
Pasadena High School - Security System Upgrades (95117.0) (2)						
	248,424	248,424	248,424	-		-
Pasadena High School - Track and Field (95005.1) (2)						
	917,362	756,826	756,826	-	37,841	160,536
Pasadena High School (Phase 2) - 02d Campus Upgrds/Restrooms Upgrades (95119.0) (2)						
	3,247,278	3,051,854	3,051,854	-	44,406	195,424
Pasadena High School (Phase 3) - 02b Campus Appearance/Identity (95080.0) (2)						
	184,996	159,996	159,996	-		25,000
PASADENA HIGH TOTAL	33,964,098	33,358,425	33,168,137	190,288	256,210	605,674
Roosevelt Elementary School - 12 Multi-purpose Facility (95025.0) (2)						
	1,831,607	1,831,607	1,831,607	-		-
Roosevelt Elementary School - COMPLETE: Auto Door Openers (95062.0)						
	98,844	98,844	98,844	-		-
Roosevelt Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	96,100	96,100	96,100	-		-
ROOSEVELT ELEM. TOTAL	2,026,550	2,026,550	2,026,550	-	-	-
Rose City High School - 07 Modification (95170.0) (2)						
	454,659	454,659	454,659	-		-
Rose City High School - COMPLETE: Career Technical Education (95145.0)						
	232,608	232,608	232,608	-		-
Rose City High School - COMPLETE: Measure T E-Rate (95180.0)						
	134,493	134,493	134,493	-		-
ROSE CITY HIGH TOTAL	821,759	821,759	821,759	-	-	-



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/09/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
San Rafael Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	94,930	94,930	94,930	-		-
San Rafael Elementary School - COMPLETE: Phase I (95011.0/17.0)						
	169,380	169,380	169,380	-		-
San Rafael Elementary School - Modernization (95030.0) (2)						
	1,957,504	1,949,926	1,949,926	-		7,578
SAN RAFAEL ELEM. TOTAL	2,221,814	2,214,236	2,214,236	-	-	7,578
Sierra Madre Elementary School - 06 Phase II Upgrades (95126.0)						
	756,811	756,811	756,811	-		-
Sierra Madre Elementary School - COMPLETE: Phase I - New Permanent Classroom Buildi						
	4,074,221	4,074,221	4,074,221	-		-
SIERRA MADRE ES TOTAL	4,831,032	4,831,032	4,831,032	-	-	-
Sierra Madre Middle School - COMPLETE: Career Technical Education (95145.0)						
	38,113	38,113	38,113	-		-
Sierra Madre Middle School - COMPLETE: Measure T E-Rate (95180.0)						
	299,998	299,998	299,998	-		-
Sierra Madre Middle School - New MS Campus (95038.0) (2)						
	38,355,219	38,355,219	38,355,219	-		-
SIERRA MADRE MS TOTAL	38,693,330	38,693,330	38,693,330	-	-	-
Washington Accelerated Elementary School - 01 New Classroom/MPR Bldg (95045.0) (2)						
	20,301,145	20,301,145	20,301,145	-		-
Washington Accelerated Elementary School - Campus Improvements - Measure Y						
	5,631	5,631	5,631	-		-
Washington Accelerated Elementary School - COMPLETE: Measure T E-Rate (95180.0)						
	251,858	251,858	251,858	-		-
Washington Accelerated Elementary School - New Child Care Center (95067.0) (2)						
	123,747	118,747	118,747	-		5,000
WASHINGTON ES TOTAL	20,682,381	20,677,381	20,677,381	-	-	5,000
Washington Middle School - COMPLETE: Career Technical Education (95145.0)						
	34,572	34,572	34,572	-		-
Washington Middle School - COMPLETE: Measure T E-Rate 95180.0 (2)						
	261,489	261,489	261,489	-		-
Washington Middle School - New Constr. & Mod. (95081.0) (2)						
	16,183,837	16,178,836	16,178,836	-		5,000
WASHINGTON MS TOTAL	16,479,898	16,474,898	16,474,898	-	-	5,000
Webster Elementary School - Aud/AdminBldg/Kitchen/Playground (95047.0) (2)						
	2,181,333	2,181,333	2,181,333	-		-
Webster Elementary School - COMPLETE: Kitchen Modernization (95083.0)						
	19,858	19,858	19,858	-		0
Webster Elementary School - COMPLETE: Measure T E-Rate 95180.0						
	139,666	139,666	139,666	-		-
Webster Elementary School - COMPLETE: Preschool Shade Structure (95105.0)						
	132,613	132,613	132,613	-		-
WEBSTER ELEM. TOTAL	2,473,471	2,473,471	2,473,471	-	-	0
Willard Elementary School - COMPLETE: Exterior Upgrade & Window Replacement (9						
	711,113	711,113	711,113	-		-
Willard Elementary School - COMPLETE: Field Installation/Irrigation & Demo (95						
	156,606	156,606	156,606	-		-
Willard Elementary School - COMPLETE: Multi-Use Room (95002.0)						
	428,811	428,811	428,811	-		-
Willard Elementary School - COMPLETE: Power & Fire Alarm Upgrade (95065.0)						
	393,698	393,698	393,698	-		-
Willard Elementary School - COMPLETE: Water Meter Separation (95108.0)						
	47,115	47,115	47,115	-		-
Willard Elementary School - HVAC Upgrades (95187.0)						



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 11/09/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

	21.1 - GOB (Measure TT Series A)			Fund 21.1 Analysis		
	297,217	297,217	297,217	-		-
Willard Elementary School - Kinder and Pre-K Complex (95115.0) (2)						
	4,138,009	4,138,009	4,138,009	-		-
WILLARD ELEM. TOTAL	6,172,568	6,172,568	6,172,568	-	-	-
Wilson Middle School - COMPLETE: Classroom Demolition (95028.0)						
	72,421	72,421	72,421	-		-
Wilson Middle School - COMPLETE: Painting & Window Replacement (95009.0)						
	618,777	618,777	618,777	-		-
Wilson Middle School - COMPLETE: Water Meter Separation (95109.0)						
	79,225	79,225	79,225	-		-
Wilson Middle School - Gym/Locker RM Courtyard Mod (95113.0)						
	5,036,321	5,036,321	5,036,321	-		-
Wilson Middle School - Interim Housing (95181.0)						
	7,400	7,400	7,400	-		-
WILSON MS TOTAL	5,814,145	5,814,145	5,814,145	-	-	-
Totals	363,653,820	361,769,029	361,331,140	437,889	402,983	1,884,792



Consolidated Budget Status by Fund

Budget status summary by Fund (thru 10/26/2021)

Budget vs. Commitments and Expenditures by Fund

Reconciliation Always in Progress

School Name - Project Name/Cost Group/Object Code	21.2 - GOB (Measure O)			Fund 21.2 Analysis		
	Budget	Commitments	Expenditures	Remaining Commitments	Retention Held	UnCommitted Available Balance
DISTRICT- WIDE - District-Wide I.T. Device Refresh Project	3,588,327	229,320	35,588	193,733		3,359,007
DISTRICT- WIDE - District-Wide I.T. Server Infrastructure Upgrade 9 (2)	1,433,125	1,152,046	1,137,134	14,913		281,079
District-Wide - District-Wide I.T. Chromebook Lease Buyout (2)	667,843	687,750	667,843	19,907		(19,907)
Totals	5,689,295	2,069,116	1,840,564	228,552	-	3,620,178
Total Series A Tech Bond Issued \$20M						

PUSD - FACILITIES DEPARTMENT

MTT Construction Status Report November17, 2021

School / Funds Source	Project's Scope of Work	Progress/Issues October 2021 (Previous month status)	Progress/Issues November 2021 (Current month status)	Project Phase	Date in Phase	Expected date completion total project	% of compl. November 2021	Project Mgr.	Architect	Contractor	Inspector
Altadena Portables	Relocation of 2 portables from Allendale to Altadena. Installtion of new backflow preventer and on site fire hydrant	DSA returned documents with minor notations which are being addressed to resubmit for final approval. DSA is also requiring civil plans for new on site fire hydrant and backflow preventer on street side of El Molino Ave. We anticipate resubmission to DSA before end of October.	All DSA notations have been addressed. Civil plans have been completed and resubmitted to DSA for final review.	Planning	-	Summer 2022	0%	Sam Maissiam	Flewelling and Moody	N/A	Ned Khachikian
Previous Reports available at www.pusd.us/Page/6819											

Funding Category	Est. Project Total
State	
Bond	
Interest	
Local	
Grand Total	

School	Project Name	VENDOR NAME	PO NO.	Location	Status	Est. Project Total/Capitalized Amount
Districtwide	Device Refresh Project	DELL FINANCIAL SERVICES	94452	165	Active	\$ 3,019,006.34
Districtwide	Chromebook Lease Buyout	DELL FINANCIAL SERVICES	94746	165	Active	687,750
Districtwide	Server Infrastructure Upgrade	DELL COMPUTER CORP K-12 SALES	94927R	165	Active	1,152,046
Districtwide	Device Refresh Project	STS EDUCATION	94928	165	Active	340,000
Districtwide	Server Infrastructure Upgrade	NIC PARTNERS, INC	94929	165	Active	281,077
Districtwide	Device Refresh Project	STS Education	95970	165	Active	229,320
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
					Active	
Total						5,709,200