BID NO. 117-21

Network Equipment
Category 2 E-Rate Year 24

DATE ISSUED: January 12, 2021

DATE DUE: February 11 2021 BY 2:30 P.M.

BUYER: Jonathan Geiszler
NEWPORT MESA UNIFIED SCHOOL DISTRICT
2985 Bear St. Bldg. A
Newport Mesa, CA 92626
(714) 424-5000

BID # 117-21
Network Equipment Category 2 E-Rate Year 24

Date and Time of Bid Opening: February 11, 2021, 2:30 P.M.

Place of Bid Receipt: Purchasing Department, Bldg. A
Newport Mesa Unified School District
2985 Bear St.
Newport Mesa, CA 92626

NOTICE IS HEREBY GIVEN that the Newport Mesa Unified School District (the
"District"), pursuant to Public Contract Code Section 20111, now invites sealed bids for
the award of a contract for Network Equipment Category 2 E-Rate Year 24.

Bids must be received by the Newport Mesa Unified School District no later than
February 11, 2021, 2:30 P.M., and shall be in a sealed envelope clearly marked "BID
117-21"

Bid documents may be obtained by downloading the document from the District web site,
https://web.nmusd.us/bids2021 The District reserves the right to reject any or all bids or
to waive any irregularities or informalities in any bids or in the bid process. No bidder
may withdraw his bid for a period of sixty (60) days after the date set for opening of bids.
All bids shall be made and presented on a form furnished by the District.

Date of this Notice: January 12, 2021

Newport Mesa Unified School District

By: Jonathan Geiszler
Director, Purchasing & Warehouse

Published: Orange County Register
January 12, 2021
January 19, 2021
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

INSTRUCTIONS FOR BIDDERS

BID NO. 117-21

Network Equipment Category 2 E-Rate Year 24

1. **PREPARATION OF BID FORM:** The Newport-Mesa Unified School District, hereinafter referred to as District, invites bids on the forms enclosed to be submitted no later than **February 11, 2021, 2:30 P.M.** All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside the bid number and closing date. It is the sole responsibility of the bidder to ensure that their bid is received at the location specified in paragraph 2 below, no later than the time and date specified. Any bids received after the scheduled closing time for receipt of bids will be returned to the bidder unopened.

2. **BID SUBMISSION ADDRESS:** Bids shall be submitted to the Purchasing Department of the District. If bids are hand delivered or delivered by a delivery service (i.e. UPS, Federal Express, U.S. Mail, or private courier) they shall be delivered to the **Purchasing Department, District Education Center, Building A**, located at **2985 Bear St., Newport Mesa, CA, 92626**.

TO BE CONSIDERED, ALL BIDS MUST BE RECEIVED IN THE PURCHASING DEPARTMENT BY THE TIME AND DATE OF CLOSING. (NOTE: BIDDERS WHO MAIL THEIR BIDS SHOULD ALLOW SUFFICIENT TIME FOR THE INTERNAL DISTRIBUTION OF MAIL WITHIN THE DISTRICT.)

FAXED BIDS AND BIDS RECEIVED IN THE PURCHASING DEPARTMENT AFTER DATE AND TIME INDICATED HEREIN WILL NOT BE ACCEPTED.

3. **BID OPENING READING:** All bids shall be publicly opened and read aloud at the time and date indicated above, at the District's **Purchasing Department, District Education Center, Building A**, located at **2985 Bear St., Newport Mesa, CA 92626**.

4. **SIGNATURE:** All bids must be signed in the name of the bidder and must bear the signature in longhand of the person or persons duly authorized to sign the bid. Unsigned bids will be considered non-responsive, thus resulting in rejection of the bid.

5. **MODIFICATIONS:** Changes in or additions to the bid form, alternate bids, or any other modifications of the bid form which are not specifically called for in the bid documents may result in District's rejection of the bid as not being responsive to this invitation to bid. Oral, telephone, telegraphic, or facsimile bids or modifications will not be considered.

6. **ERASURES:** The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is initialed in the margin immediately opposite the correction by the person or persons signing the bid.

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7. **WITHDRAWAL OF BID:** Any bidder may withdraw his bid personally or by written request, to the Director of Purchasing and Stores, at any time prior to the scheduled closing time for receipt of bids. Any request for withdrawal received after the hour set for the opening of the bids will not be honored.

8. **INTERPRETATION OF BID DOCUMENTS:** Bidders who find discrepancies in or omissions from the bid documents, may submit to the Director of Purchasing and Stores, a written request for clarification or correction thereof. A copy of all requests for clarification and the response thereto will be mailed to all bidders. Corrections will be made by addenda issued to each bidder. The District will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid automatically. Questions regarding the bid may also be asked on the District’s Bid Blog on the Purchasing and Contracts section of the District web-site.

9. **AWARD OF A CONTRACT:** The District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the purpose for which they are intended.

It is the District’s intent to award the contract to a single bidder. Please submit prices on each item. Cash discounts offered shall be considered in determining low bid in accordance with Paragraph 27, DISCOUNTS of these Instructions for Bidders. In the event of equal bids, the award shall be made to the bidder located within the State of California, the County of Orange, and with whom the Purchasing Department of the District has had satisfactory business relationships, in the order named. All bids shall remain open and valid and subject to acceptance for sixty (60) days after the bid opening date.

10. **PRICES:** Bid each item separately. Prices must be stated in units specified or trade standard. The right is reserved to waive any informality in bids, to reject any or all bids, and to accept or reject any item or combination of items. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Quote prices net including trade discounts, F.O.B. DESTINATION, FRT. PREPAID. Cash discounts, when offered, will be computed from final date of accepted delivery or receipt of invoice, whichever is later.

11. **QUANTITIES:** Quantities shown in Bid Form are estimates only, based on the best information available at the time. The District reserves the right to purchase more or less of the units specified at the unit cost bid.

12. **ADDITIONAL QUANTITIES:** The Board desires the option to purchase additional quantities of the above item(s). State if you will accept orders for the additional quantities at the same prices, terms and conditions, providing additional quantity does not exceed that shown above and providing the Board exercises option before _______ July 31st ______ 20______.

    x       Option Granted

    _______ Option Not Granted

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13. **SAMPLES:** Samples may be requested before an award is made. If requested prior to award, samples should be submitted to the District’s Purchasing Department. Samples shall be provided at no expense to the District within five (5) days of request and shall become the property of the District. Failure to provide samples as requested shall be cause for rejection of the bid.

All packages containing samples must be clearly labeled with bidder’s name, bid number, and each sample clearly identified as to the item number under which the sample is to be considered.

If, in the opinion of the District, an item purchased on the bid does not conform to specifications or perform to the standards of the previous samples submitted, the District reserves the right to have the product tested by an independent laboratory. If the test shows that the product does not conform to specifications or meet the standards of the samples submitted, the cost of testing will be charged to the successful bidder and the contract may be canceled under the TERMINATION FOR DEFAULT section of the bid.

14. **DELIVERY REQUIREMENT:** Bidders shall bid all items F.O.B. DESTINATION, FRT. PREPAID to: Newport Mesa Unified School District Information Technology Department, 2985 Bear St, Bldg. B, Costa Mesa CA 92626 and reference the Purchase Order number that will be given when an order is placed. Vendor will be required to contact an identified District staff member at least two days prior to delivery to schedule delivery and installation. Lift gate and inside delivery will be required. Installation shall require furnishing, delivering, assembling, setting in place and installing items listed. Carting away debris will be the sole responsibility of the vendor.

15. **DELIVERY SCHEDULE:** Per E-Rate funding rules delivery of the items requested in this bid may not be delivered or invoiced until after July 1, 2021.

16. **BRANDS:** Brand names are included for descriptive purposes to indicate the quality, design, and utility desired by the District, but the specifications are not intended to restrict competition. Brands of equal make or type to those specified will be considered unless otherwise so indicated in the bid. Each bidder shall indicate the manufacturer's name and model number of the brand(s) being bid (even if indicated in the specification) and may require testing in accordance with the INSPECTION AND ACCEPTANCE provision of this bid. “CAUTION TO BIDDERS: The Purchasing Department is not responsible for locating or securing any information which is not identified in the bid and reasonably available to the purchasing activity. Accordingly, to ensure that sufficient information is available the bidder must furnish as part of the bid all descriptive material such ascuts, illustrations, drawings, or other information, necessary to the purchasing activity to (1) determine whether the product offered meets the salient characteristic requirements of the Invitation to Bid, and (2) establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchase by making an award. The information furnished may include specific references to information previously furnished or to information otherwise available to the purchasing activity.”

17. **INSURANCE:** Prior to issuance of a purchase order, the successful bidder shall furnish the District with insurance endorsements evidencing insurance coverage and further indicating that the successful bidder’s policies have been endorsed to name the “Newport-Mesa Unified School District” as an additional insured thereon, with provision made for cross liability.
The endorsements shall further provide the “Successful bidder’s policy is primary over any insurance carried by the District and that “the policy will not be cancelled or materially changed without thirty (30) calendar days’ prior written notice” being given to the District’s Purchasing Department. During the term of the contract, the successful bidder shall, at its own cost and expense maintain the following types of insurance:

i. Commercial General Liability Coverage, “occurrence” form only, to include bodily injury and property damage for premises and operations, contractual liability, independent contractors, personal and advertising injury, and wrongful termination with a combined single limit not less than $1,000,000 per occurrence and an annual general aggregate limit not less than $2,000,000. The policy shall be endorsed to name the District, its governing boards and commissions and the individuals thereof, and all its officers, agents, employees, representatives and volunteers, as additional insured.

ii. Workers’ Compensation insurance with limits as required by the Labor Code of the State of California and Employers Liability insurance limits of $1,000,000 per accident.

iii. Business Automobile Liability Coverage with limits as required by the State of California.

18. FAILURE TO PROVIDE EVIDENCE OF INSURANCE, POST SECURITY, OR EXECUTE CONTRACT: In the event the bidder to whom a notice of intent to award a contract is given, fails or refuses to provide the certificates of insurance, required bonds, or return properly executed copies of the contract within seven (7) calendar days from the date of receiving said notice, the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

19. DEFAULT: In the event the bidder to whom a contract is awarded fails to perform in accordance with the terms and conditions of the bid or the contract, the District may terminate their orders, in whole or in part, in accordance with the TERMINATION FOR DEFAULT provision of this bid.

20. TERMINATION FOR DEFAULT: The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if:

A. The successful bidder fails or neglects to perform any of the services listed herein in the manner and time specified, or if, in the opinion of the District, the items(s) provided fail to perform satisfactorily;

OR

B. The successful bidder fails to perform any of the other provisions of the bid or purchase order and does not cure such failure within a period of two (2) days (or such longer period as the District may authorize in writing) after receipt of notice from the Newport-Mesa Unified School District specifying such failure.
In the event the District terminates the contract, in whole or in part, the District may acquire equipment, similar to those so terminated from another source and the successful bidder shall be liable for any excess costs of acquisitions of such similar supplies.

20. **VENDOR NOT OFFICER, EMPLOYEE, OR AGENT OF DISTRICT:** While engaged in carrying out the terms and conditions of the contract, the successful bidder is an independent contractor and not an officer, employee, or agent of the District.

21. **EVIDENCE OF RESPONSIBILITY:** Upon request of the District, a bidder whose bid is under consideration for award shall promptly submit satisfactory evidence showing their financial resources. The District may also request the names of at least three (3) references for whom similar supplies or equipment were provided during the previous year. The bidder must furnish this list within three (3) days after request. Failure to do so will be sufficient cause for default and the District may declare the successful bidder as nonresponsive to this solicitation and re-issue a notice of intent to award a contract to the next lowest responsive and responsible bidder, or may call for new bids.

22. **ANTI-DISCRIMINATION:** It is the policy of the Newport-Mesa Unified Board of Education that in connection with all services performed for the District, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and California State laws including, but not limited to, the California Fair Employment Practice Act beginning with Labor Code Sections 1410 and 1735. In addition, the bidder agrees to require like compliance by all subcontractors employed by him.

23. **INSPECTION AND ACCEPTANCE:** All items provided under the contract shall meet or exceed the bid specifications and shall comply with all Federal and California State laws governing their production, handling, processing and labeling. Inspection and acceptance of all items shall be at DESTINATION. Items found to be defective or not in accordance with the bid specifications shall be replaced by the successful bidder at no cost to the District. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

24. **INSPECTION OF BIDDER’S FACILITY:** The District reserves the right to inspect the facilities of the bidder prior to award of the contract, and, if representatives of the District determine after such inspection that the bidder is not capable of performing satisfactorily to the District, his bid will be ruled nonresponsive. Additionally, the District reserves the right to inspect the successful bidder’s facility during the contract period.

25. **INDEMNIFICATION:** Bidder agrees to defend, indemnify, save, and hold harmless the District and any of their governing bodies, the individuals, thereof, and all officers, agents, employees, representatives, and volunteers from all loss, cost, and expense (including, but not by way of limitation, attorneys’ fees and other related legal costs) arising out of any liability or claim of liability for injury, damage, or loss sustained or claimed to have been sustained arising out of, or occurring as a result of the Bidder’s performance or failure to perform services under this Bid, or resulting from or in any way directly or indirectly connected with the performance or nonperformance of the District, pertaining to this bid. Bidder further agrees to waive all rights of subrogation against the District and shall pay for any and all injury, damage, or loss to the District. The provisions of this indemnification
clause shall not be limited to the availability or collectability of insurance coverage, nor do these provisions apply to any injury, damage or loss caused solely by the negligence of the District.

26. PROTESTS AFTER AWARD: Any protest against the award of a contract pursuant to this bid must be received within five (5) calendar days after receipt of a written notice of the District’s intent to award to another bidder. The District shall not be obligated to consider protests received after the above-specified deadlines. All protests must be in writing and submitted to the Director of Purchasing and Stores.

27. DISCOUNTS: Cash discounts shall be considered in determining low bid if the discount offered is for a 30-day payment period or longer. Cash discounts for less than 30 days shall not be considered in determining low bid.

28. CAL-OSHA: Bidders certify, by submitting their signed bid, that all items being bid meet or exceed all applicable CAL-OSHA Codes.

29. PERMITS AND LICENSES: The Contractor and all of his employees or agents shall secure and maintain in force such licenses and permits as are required by law in connection with the furnishing of items herein listed. All operations and materials shall be in accordance with law. Failure to do so may result in termination of the contract under the default provision of the bid.

30. EMPLOYEE BACKGROUND CHECKS: At the time of contract award and during the entire term of the contract, the successful bidder, including all subcontractors, shall fully comply with the provisions of Education Code Sections 45125.1 and 45125.2 when District determines that the successful bidder’s employees and employees of subcontractors will have more than limited contact with pupils in the performance of the work. In addition, it shall be the District’s responsibility to take appropriate steps to protect the safety of any pupils that may come in contact with the successful bidder.

31. DRUG AND ALCOHOL FREE WORKPLACE: The successful bidder hereby certifies, under penalty of perjury, under the laws of the State of California that under the contract he will comply with the requirements of the Drug-Free Workplace Act of 1988 (Government Code Section 8350 et. seq.) and the Newport-Mesa Unified Board of Education’s Policy (BP 4020). Therefore, the work site shall be kept drug and alcohol free at all times.

32. TOBACCO-FREE WORKPLACE: The successful bidder hereby agrees, under the contract, he will comply with the Newport-Mesa Unified Board of Education’s Policy (BP 3515.3) which states: “The Governing Board recognizes the health hazards associated with tobacco products, including the breathing of second hand smoke and desires to provide a healthy environment for students and staff.” Therefore, the work site shall be kept tobacco free and smoke-free at all times.
33. **BID DOCUMENTS:** The complete bid includes the following documents:

- Notice Calling For Bids
- Instructions For Bidders
- **E-Rate Supplemental Terms and Conditions**
- Bid Form
- Non-collusion Affidavit

Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The bidder should fully acquaint him/herself with the terms and conditions affecting the performance of the contract. Submission of a bid shall be taken as prima facie evidence of compliance with this provision.

34. **RENEWAL OPTION:** The Board desires the right and option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same price, terms and conditions, subject only to manufacturer’s published price increases as set forth herein.

Indicate if said Renewal Option is granted for one additional year:

- [ ] Yes, see sample renewal quote attached in bid
- [ ] Option Granted
- [ ] Option Not Granted

Price increase shall not exceed 20% during the first renewal period, based on manufacturer’s increases documented and verified.

Indicate if said Renewal Option is granted for a second additional year:

- [ ] Yes, see sample renewal quote attached in bid
- [ ] Option Granted
- [ ] Option Not Granted

Price increase shall not exceed 20% during the second renewal period, based on manufacturer’s increases documented and verified.

It is agreed that if any renewal granted herein is exercised, the Board shall so notify the contractor prior to the expiration date.

35. **PRICE GUARANTEE:** Prices are *maximum* for the period of the contract. In the event of a price decline, or should you sell the same materials under similar quantity and delivery conditions to the State of California, or the County Municipality, or Legal District of the State of California at prices below those specified herein, such lower prices are to be immediately extended to the Newport-Mesa Unified School District.
## PROCUREMENT TIMELINE

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<tr>
<th>PROCUREMENT TIMELINE</th>
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<tbody>
<tr>
<td>FCC Form 470 Number</td>
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<tr>
<td>BID ISSUED AND POSTED</td>
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<tr>
<td>Contact e-mail</td>
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<tr>
<td>DEADLINE FOR QUESTIONS*</td>
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<tr>
<td>DISTRICT POST Q&amp;A</td>
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<td>BID DEADLINE</td>
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E-RATE SUPPLEMENTAL TERMS AND CONDITIONS

Signed copy to be returned with bid response.

The Telecommunications Act of 1996 established a fund by which Schools and Libraries across the Country could access discounts on eligible telecommunications products and services. The program is commonly known as the E-rate Program. The eligibility for discounts on internet access, telecommunications products and services, internal connection products, services and maintenance is determined by the Federal Communications Commission (FCC). Funding is made available upon application approval by the Schools and Libraries Division (SLD) of the Universal Service Administrative Company (USAC), which was established by the Act. The amount of discount is based on the numbers of students receiving free and reduced price meals.

1) E-RATE CONTINGENCY
The project herein is contingent upon the approval of funding from the Universal Service Fund’s Schools and Libraries Program, otherwise known as E-rate. Even after award of contract(s) and/or E-rate funding approval is obtained, the District may or may not proceed with the project, in whole or in part. Execution of the project, in whole or in part, is solely at the discretion of the District.

2) SERVICE PROVIDER REQUIREMENTS
The District expects Service Providers to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.

a. Service Providers are required to be in full compliance with all current requirements and future requirements issued by the SLD throughout the contractual period of any contract entered into as a result of this RFP.

b. Service Providers are responsible for providing a valid SPIN (Service Provider Identification Number). More information about obtaining a SPIN may be found at this website: https://www.usac.org/e-rate/service-providers/step-1-obtain-a-spin/

c. Service Providers are responsible for providing a valid Federal Communications Commission (FCC) Registration Number (FRN) at the time the bid is submitted. More information about obtaining an FRN may be found at this website: https://fjallfoss.fcc.gov/coresWeb/publicHome.do

d. Service Providers are responsible for providing evidence of FCC Green Light Status at the time the bid is submitted. Any potential bidder found to be in Red Light Status must provide an explanation of the steps it is undertaking to be removed to Red Light Status and the expected timeframe for resolution. A Service Provider’s sustained Red Light Status may be grounds for contract termination as it could prohibit the Service Provider from providing E-rate discounts in a timely manner which would cause harm to the Applicant. More information about FCC Red and Green Light Status may be found at this website: http://www.fcc.gov/debt_collection/welcome.html
e. Products and services must be delivered before billing can commence. At no time may the Service Provider invoice before July 1, 2021.

f. Prices must be held firm for the duration of the associated E-rate Funding Year(s) or until all work associated with the project is complete (including any contract and USAC approved extensions).

g. Goods and services provided shall be clearly designated as “E-rate Eligible”. Non-eligible goods and services shall be clearly called out as 100% non-eligible or shall be “cost allocated” to show the percentage of eligible costs per SLD guidelines.

h. Within one (1) week of award, the awarded Service Provider must provide the District a bill of materials using a completed USAC “Item 21 Template”. Subsequent schedules of values and invoices for each site must match Item 21 Attachment or subsequent service substitutions. A summary sheet must also be provided to provide the cumulative amount for all sites.

i. In the event of questions during an E-rate pre-commitment review, post-commitment review and/or audit inquiry, the awarded Service Provider is expected to reply within 3 days to questions associated with its proposal.

j. The awarded Service Provider is required to send copies of all forms and invoices to the District prior to invoicing USAC for pre-approval. Failure to comply with this requirement may result in the District placing the vendor on an “Invoice Check” with the USAC
   https://www.usac.org/e-rate/applicant-process/invoicing/invoice-check/

k. Services providers must comply with the FCC rules for Lowest Corresponding Price ("LCP"). Further details on LCP may be obtained at USAC’s website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/

3) SERVICE PROVIDER ACKNOWLEDGEMENTS

a. The Service Provider acknowledges that no change in the products and/or services specified in this document will be allowed without prior written approval from the district and a USAC service substitution approval with the exception of a Global Service Substitutions.

b. The Service Provider acknowledges that all pricing and technology infrastructure information in its bid shall be considered as public and non-confidential pursuant to §54.504 (2)(i)(ii).
c. The Service Provider acknowledges that its offer is considered to be the lowest corresponding price pursuant to § 54.511(b). Further details on LCP may be obtained at USAC’s website: https://www.usac.org/e-rate/service-providers/step-2-responding-to-bids/lowest-corresponding-price/. Should it not be the lowest corresponding price, the service provider must disclose the conditions leading to the applicant being charged in excess of lowest corresponding price.

d. BIDDERS are required to comply with the FCC’s Lowest Corresponding Price (“LCP”) Requirement for all equipment and Services. BIDDER acknowledges that BIDDER is solely responsible to comply with LCP requirements. To the extent that USAC finds an LCP violation and reduces the E-rate Funding, BIDDER agrees that it will not hold the DISTRICT liable for any shortfall in E-rate funding and will be responsible for any ensuing appeals, COMADS and/or RIDFS.

e. The Service Provider attests that its offer does not violate the FCC’s REPORT AND ORDER, FURTHER NOTICE OF PROPOSED RULEMAKING, AND ORDER in the matter of “Protecting Against National Security Threats to the Communications Supply Chain Through FCC Programs” (FCC 19-121, adopted November 22, 2019, released November 26, 2019) and provisions contained in the Order and any subsequent Orders related to the FNPRM referenced in FCC 19-121. FCC 19-121 can be viewed at https://docs.fcc.gov/public/attachments/FCC-19-121A1.pdf

f. This offer is in full compliance with USAC’s Free Services Advisory https://www.usac.org/e-rate/applicant-process/competitive-bidding/free-services-advisory/. There are no free services offered that would predicate an artificial discount and preclude the applicant from paying its proportionate non-discounted share of costs. The service provider agrees to provide substantiating documentation to support this assertion should the applicant, USAC, or the FCC request it.

4) **STARTING SERVICES/ADVANCE INSTALLATION – Category 1 Services**

The annual E-rate Funding Year begins on July 1 and expires on June 30 of each calendar year. Regardless of the contract “effective date”, E-rate eligible goods and/or services requested in this RFP shall be delivered no earlier than the start of the 2021 funding year (July 1, 2021). If Category 1 services (Telecommunication Services and Internet access) will begin on or shortly after July 1 of a funding year, the service provider, in some cases, may need to undertake some construction and installation work prior to the beginning of that funding year. Within the limitations indicated below, the infrastructure costs of a service provider can be deemed to be delivered at the same time that the associated Category 1 services begin. That is, if services begin on July 1, then the delivery of service provider infrastructure necessary for those services can be considered as also delivered on July 1. However, NO INVOICING can take place prior to July 1 of the associated Funding Year.

**EARLY FUNDING CONDITIONS**

Category 1
There are four conditions that must be met in order for USAC to provide support in a funding year for Category 1 infrastructure costs incurred prior to that funding year.

- **Initiation of installation** cannot take place before selection of the service provider pursuant to a posted Form 470 and in any event no earlier than six months prior to July 1 of the funding year.
- **The Category 1 service must depend on the installation of the infrastructure.**
- **The underlying Category 1 service cannot have a service start date prior to July 1 of the funding year.**
- **No invoices can be submitted to USAC for reimbursement prior to July 1 of the funding year.**

For more information, please refer to the FCC Order involving the Nassau County Board of Cooperative Educational Services (DA 02-3365, released December 6, 2002). This FCC decision only applies to Priority 1 services (telecommunications services and Internet access).

The complete text can be found at the following URL: [https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/](https://www.usac.org/e-rate/applicant-process/starting-services/advance-installation/)

**Category 2**

There is one condition that allows USAC to provide support in a funding year for Category 2 installation costs incurred prior to that funding year.

- **We also amend our rules for category two non-recurring services to permit applicants to seek support for category two eligible services purchased on or after April 1, three months prior to the start of funding year on July 1. This will provide schools with the flexibility to purchase equipment in preparation for the summer recess and provide the maximum amount of time during the summer to install these critical networks.**

For more information, please refer to the FCC Report and Order and Further Notice of Proposed Rulemaking ([FCC 14-99](https://www.fcc.gov/document/fcc-order-and-further-notice-proposed-rulemaking), released July 23, 2014). This FCC decision only applies to Category 2 services (Internal Connections).

However, **NO INVOICING** can take place prior to July 1 of the funding year.

5) **INVOICING**

a. The Service Provider agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from USAC via the Form 474 Service Provider Invoice (SPI). The District will only be responsible for paying its non-discounted share of costs and does not intend to use the BEAR process (Form 472). The
maximum percentage the District will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a Funding Commitment Decision Letter from the SLD and submission, certification and USAC approval of Form 486, the District shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the District decide that it is in the best interest of the District to file a Form 472, the District will inform the Service Provider of its intent.

b. All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the District will only be responsible for paying its non-discounted share.

6) **FCC/SLD AUDITABILITY**
The E-rate program requires that all records be retained for at least ten (10) years from the last date of service provided on a particular funding request. Respondent hereby agrees to retain all books, records, and other documents relative to any Agreement resulting from this RFP for ten (10) years after final payment. The District, its authorized agents, and/or auditors reserves the right to perform or have performed an audit of the records of the Respondent and therefore shall have full access to and the right to examine any of said materials within a reasonable period of time during said period.

7) **PROCUREMENT OF ADDITIONAL GOODS AND/OR SERVICES/COTERMINOUS EXPIRATION**
During the term of any Agreement resulting from this RFP, the District may elect to procure additional or like goods and/or services offered by the Respondent. Such services shall be negotiated and obtained via an official amendment to this Agreement and approval by the District’s Governing Board. All terms, conditions, warranties, obligations, maintenance and support of said goods or services shall have a coterminous expiration date with the original date of this Agreement. The District shall not enter into a separate Agreement for said goods or services. Respondents must state in their proposal that they acknowledge, accept and are in agreement with coterminous expiration conditions.

I, the undersigned, as an authorized agent of [Service Provider Name], hereby certify that I have read the E-rate Supplemental Terms and Conditions, am fully compliant and intend to cooperate with the E-rate process as outlined above.

Signature: [Signature]
Title: [Title]
Phone Number: [PhoneNumber]
Email: [Email]
Service Provider Name: [Service Provider Name]
## EQUIPMENT LIST: DISTRICT OFFICE

This is for 40G hardware, software, and support

<table>
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<tr>
<th>QTY</th>
<th>Description</th>
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<td>PA-7050</td>
<td>$65,500</td>
<td>$131,000</td>
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<td>PA-7050, Switch Management Card, Generation II, SFP 2xMGT, SFP 2xHA-1, QSFP+/QSFP28 2xHSCI, RJ-45 serial console, micro-USB console, system bundle upgrade</td>
<td>PA-7050-SMC-B-SYS-UPG</td>
<td>$7,900</td>
<td>$15,800</td>
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<td>2</td>
<td>PA-7000, Log Forwarding Card, 2 log forwarding CPUs, 2xQSFP+ service ports. One LFC or LPC required per system, system bundle upgrade</td>
<td>PA-7000-LFC-A-SYS-UPG</td>
<td>$5,250</td>
<td>$10,500</td>
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<td>4</td>
<td>PA-7000, Network Processing Card with 8xSFP/SFP+, 4xQSFP+/QSFP28, auto speed sensing all ports, 32M sessions</td>
<td>PA-7000-100G-NPC-A</td>
<td>$64,600</td>
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<td>8</td>
<td>SFP+ SR 10GigE transceiver (PA-7000 series, PA-5060, PA-5050, PA-3060)</td>
<td>SFP-PLUS-SR</td>
<td>$750</td>
<td>$6,000</td>
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<td>2</td>
<td>QSF+ active optical cable, 10m length</td>
<td>QSFP-AOC-10M</td>
<td>$900</td>
<td>$1,800</td>
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<td>Passive air duct to redirect air flow changing from side to side to front to rear, requires 14RU of rack space.</td>
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<td>3</td>
<td>Cortex Data Lake with 1TB of storage, 3-year includes Premium Support</td>
<td>PAN-LGS-1TB-3YR</td>
<td>$4,380.00</td>
<td>$13,140.00</td>
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<td>Global Protect subscription 3-year prepaid for device in an HA pair, PA-7050</td>
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<td>SVC-PREM-7050-3YR</td>
<td>$141,900.00</td>
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NEWPORT-MESA UNIFIED SCHOOL DISTRICT

BID FORM

1. Pursuant to and in compliance with this bid, and all other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed and to provide and furnish any and all of the labor, materials, tools, equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with this contract.

All in strict conformity with the specifications and other contract documents including any addendums for the amounts as set forth below.

2. It is understood that this bid, once approved by the Newport-Mesa Unified School Dist. Board of Education, is an annual contract to provide goods and/or services the District per this bid for a period of one year from the Board approval date. Any extension beyond the initial year must be Board approved.

3. Bidder must adhere to the delivery schedule included in the bid documents, unless otherwise changed in writing by the District and provide all necessary insurance certificates as required in the bid documentation.

4. It is understood that the District reserves the right to reject this bid as specified in the Instructions For bidders and that the bid shall remain open and not be withdrawn for a period of sixty (60) days.

5. The District desires the right and option to extend any contract awarded hereunder for a period of one year from date of expiration, under the same price, terms, and conditions.

   Indicate if said Renewal Option is granted for one additional year:

   Yes, see sample renewal quote attached in bid
   Option Granted
   Option Not Granted

   Indicate if said Renewal Option is granted for second additional year:

   Yes, see sample renewal quote attached in bid
   Option Granted
   Option Not Granted

Price Increase shall not exceed 20% during the first renewal period, based on manufacturers increases documented and verified.
It is agreed that if any renewal option granted herein is exercised, the District shall so notify the contractor prior to the expiration date.

6. This bid is subject to a cash discount of _____ %, thirty (30) days, net 45.

Date: 2/9/21

Digital Scepter Corporation

Proper Name of Bidder

By

Jon Robinson

Signature of Bidder

Note: If a bidder is corporation, the legal name of the corporation shall be set forth above together with the signature of authorized officers or agents; if a bidder is a partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the partnership; and if a bidder is an individual, his full signature shall be placed above.
NEWPORT-MESA UNIFIED SCHOOL DISTRICT
2985 Bear St., Bldg. A
Newport Mesa, California 92626
(714) 424-5000

Bid Number: 117-21
Project Title: Network Equipment Category 2 E-Rate Year 24

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

(Public Contract Code Section 7106)

State of California
County of Riverside

, being first duly sworn, deposes and says that he or she is President of Digital Scopet Corporation, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature of Bidder

Rev 2/20
Newport-Mesa Unified School District
Non-Collusion Affidavit
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

BID NO. 117-21

NETWORK EQUIPMENT CATEGORY 2 – E-RATE YR 24 (21-22)

PROPOSAL DUE DATE : 11 FEB 2021, 2:30 PM

ATTN: PURCHASING DEPARTMENT, BLDG A

NEWPORT MESA UNIFIED SCHOOL DISTRICT

2985 Bear St.

Costa Mesa CA 92626

VENDOR: Digital Scepter

29970 technology drive ste 122b Murrieta CA 92563

matt caponera matt@digitalscepter.com

digitalscepter
Digital Scepter is proposing a Next Generation firewall solution to safely enable Internet and application access for Newport-Mesa’s staff and students. Digital Scepter is an authorized reseller and Platinum partner of Palo Alto Networks.

Digital Scepter has implemented Palo Alto Networks platform since 2008. We have completed upwards of 90 projects deploying hundreds of Palo Alto Networks firewalls in production, most notably with various Higher EDU’s, K12’s and County Offices of Education. We have performed many more projects and ongoing services auditing and configuring Palo Alto Networks firewalls. We have developed our own software which monitors Palo Alto Networks configurations, which shows that we have a deep understanding of how to secure a network using Palo Alto Networks.

Digital Scepter has a proven methodology for seamless firewall migration. Our staff are well trained and experienced in Palo Alto Networks. We are sought out as a vendor of choice for educational institutions. We follow a disciplined approach that considers all aspects of project management. This approach is clearly outlined in our project plan, which includes: Initiation, Planning, Execution, Monitoring/Control and Closure. More importantly, we work closely with your lead staff or internal project manager to understand the inter-departmental dependencies, such as change control, maintenance windows and customer notification in order to implement a smooth migration. Our goal is to meet your expectations by doing our best to minimize the impact of service affecting work.

Our company strives to have consistent and ongoing communication with our customers. We achieve this by assigning specific team members to be the point of contact to expedite any communications/ processes as efficiently as possible. We also ensure that communication and planning in advance of any work consistently takes place.

Notable Recent Projects

Santa Rosa Community College

Digital Scepter migrated two sites from Sonicwall to Palo Alto and designed and implemented a solution that implemented App-ID and dynamic routing internally and over the Internet. The final solution utilized BGP and OSPF to dynamically fail over between different ISPs at different sites.

Patagonia
Patagonia is a retail organization with ~50 remote sites and three larger corporate sites including a datacenter. Digital Scepter first migrated their three corporate sites away from Sonicwall to Palo Alto Networks. Later on, we redesigned the internal networks at these sites to use Palo Alto Networks for network segmentation. The final phase of the project was to migrate all of the retail locations from Sonicwall to Palo Alto Networks. Digital Scepter provides ongoing services for the network and security teams at Patagonia.

UC Berkeley

Digital Scepter entered into a five-year contract to provide Palo Alto Networks for the UC Berkeley campus and datacenter, implementing a new firewall-as-a-service offering for around 100 different departments called bSecure. Over the course of the project, Digital Scepter has migrated about 90 different Cisco firewall contexts onto Palo Alto Networks.

LA Metro

Digital Scepter has worked with LA Metro since 2012 when we first migrated 13 ASA firewalls onto a single pair of PA-5020 firewalls. Since then we have implemented Palo Alto in many different networks.

Monterey County

Digital Scepter first engaged with Monterey County to implement SSL Decryption. Using our methodology, they successfully rolled out SSL decryption to 26 departments and 4000 users across the county. Digital Scepter continues to work with Monterey County on a variety of Palo Alto Networks initiatives.

CMAS contract

This proposal can be purchased using our CMAS contract at no additional cost: CMAS 3-08-79-2626A (NASPO also available)

**SPIN and FRN**

Digital Scepter has provided Palo Alto Networks to many other districts using erate funds and has a SPIN on file with the SLD: 143035669.
# Digital Scepter

**Quote**

**Quote Number:** 4256

**Payment Terms:**

**Expiration Date:** [ ]

**Quote Prepared For**

Asim Babovic  
Newport-Mesa Unified School District  
2985 Bear Street  
Bldg A  
Costa Mesa, CA 92626  
United States  
Phone: (714) 424-7519  
ababovic@nmuud.us

**Quote Prepared By**

Matt Caponera  
Digital Scepter  
29970 Technology Drive Suite# 122B  
Murrieta, CA 92563  
United States  
Phone: (949) 702-0405  
Fax: 
matt@digitalscepter.com

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CONFIDENTIAL and intended for the recipient listed on this quote. Customer responsible for any applicable sales tax or expedited freight. View terms of sale at https://digitalscepter.com/terms/ Professional Services require an advanced payment and a signed statement of work to schedule. Payment for hardware, subscriptions and support due NET 30 on approved credit. TO ORDER PLEASE EMAIL PO TO ORDERS@DIGITALSCEPTER.COM

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<td>Premium support 3-year prepaid, PA-7050</td>
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One-Time Total $1,410,830.00

40G Threat Throughput Solution

Subtotal $1,410,830.00

CMAS CONTRACT #3-08-70-2626A

Total Taxes $42,307.25

Total $1,453,137.25

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## Quote

**Quote Number:** 4318  
**Expiration Date:** [Redacted]

### Quote Prepared For

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Asim Babovic</td>
<td>Newport-Mesa Unified School District</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>2985 Bear Street, Bldg A</td>
<td></td>
<td><a href="mailto:ababovic@nmusd.us">ababovic@nmusd.us</a></td>
</tr>
<tr>
<td></td>
<td>Costa Mesa, CA 92626</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>United States</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Quote Prepared By

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>Matt Caponera</td>
<td>Digital Scepter</td>
<td></td>
<td>m caponera@digi</td>
</tr>
<tr>
<td></td>
<td>29970 Technology Drive Suite# 122B</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Murrieta, CA 92563</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>United States</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Phone:(949) 702-0405</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Fax:</td>
<td></td>
<td></td>
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### One-Time Items

<table>
<thead>
<tr>
<th>Item#</th>
<th>Quantity</th>
<th>Item Description</th>
<th>Unit Price</th>
<th>Discount</th>
<th>Adjusted Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1)</td>
<td>2</td>
<td>PA-7050 Base AC Hardware Bundle. Includes AC Chassis, 4xAC power supplies, 2xFan Trays, Fan Filter, Switch Management Card, Log Processing Card, and 4xAMC cards</td>
<td>$131,000.00</td>
<td>$65,500.00</td>
<td>$65,500.00</td>
<td>$131,000.00</td>
</tr>
<tr>
<td>2)</td>
<td>2</td>
<td>PA-7050-SMC-B-SYS-UPG PA-7050, Switch Management Card, Generation II, SFP 2xMGT, SFP 2xHA-1, QSFP+/QSFP28 2xHSC, RJ-45 serial console, micro-USB console, system bundle upgrade</td>
<td>$15,800.00</td>
<td>$7,900.00</td>
<td>$7,900.00</td>
<td>$15,800.00</td>
</tr>
<tr>
<td>3)</td>
<td>2</td>
<td>PA-7000-LFC-A-SYS-UPG PA-7000, Log Forwarding Card, 2 log forwarding CPUs, 2xQSFP+ service ports. One LFC or LPC required per system, system bundle upgrade</td>
<td>$10,500.00</td>
<td>$5,250.00</td>
<td>$5,250.00</td>
<td>$10,500.00</td>
</tr>
<tr>
<td>4)</td>
<td>8</td>
<td>PA-7000-100G-NPC-A PA-7000, Network Processing Card with 8xSFP/SFP+, 4xQSFP+/QSFP28, auto speed sensing all ports, 32M sessions</td>
<td>$189,000.00</td>
<td>$94,500.00</td>
<td>$94,500.00</td>
<td>$756,000.00</td>
</tr>
<tr>
<td>5)</td>
<td>8</td>
<td>SFP-PLUS-SR SFP+ SR 10GigE transceiver (PA-7000 series, PA-5060, PA-5050, PA-3060)</td>
<td>$1,500.00</td>
<td>$750.00</td>
<td>$750.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>6)</td>
<td>2</td>
<td>QSFP-AOC-10M QSFP+ active optical cable, 10m length</td>
<td>$1,800.00</td>
<td>$900.00</td>
<td>$900.00</td>
<td>$1,800.00</td>
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<tr>
<td>7)</td>
<td>2</td>
<td>PAN-AIRDUCT Passive air duct to redirect airflow changing from side</td>
<td>$2,000.00</td>
<td>$600.00</td>
<td>$1,400.00</td>
<td>$2,800.00</td>
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</table>

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<th>Adjusted Unit Price</th>
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</tr>
</thead>
<tbody>
<tr>
<td>8)</td>
<td>1</td>
<td>PAN-PRA-25 Panorama central management software, 25 devices</td>
<td>$10,000.00</td>
<td>$4,000.00</td>
<td>$6,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>9)</td>
<td>1</td>
<td>PAN-SVC-PREM-PRA-25-3YR Premium support 3 year prepaid, Panorama 25 devices</td>
<td>$5,700.00</td>
<td>$570.00</td>
<td>$5,130.00</td>
<td>$5,130.00</td>
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<tr>
<td>10)</td>
<td>3</td>
<td>PAN-LGS-1TB-3YR Cortex Data Lake with 1TB of storage, 3-year, includes Premium Support</td>
<td>$6,000.00</td>
<td>$1,620.00</td>
<td>$4,380.00</td>
<td>$13,140.00</td>
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<tr>
<td>11)</td>
<td>2</td>
<td>PA-7050-GP-3YR-HA2 Global Protect subscription 3-year prepaid for device in an HA pair, PA-7050</td>
<td>$160,000.00</td>
<td>$67,200.00</td>
<td>$92,800.00</td>
<td>$185,600.00</td>
</tr>
<tr>
<td>12)</td>
<td>2</td>
<td>PA-7050-TP-3YR-HA2 Threat prevention subscription 3-year prepaid for device in an HA pair, PA-7050</td>
<td>$160,000.00</td>
<td>$67,200.00</td>
<td>$92,800.00</td>
<td>$185,600.00</td>
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<tr>
<td>13)</td>
<td>2</td>
<td>PA-7050-URL4-3YR-HA2 PANDB URL Filtering subscription 3-year prepaid for device in an HA pair, PA-7050</td>
<td>$160,000.00</td>
<td>$67,200.00</td>
<td>$92,800.00</td>
<td>$185,600.00</td>
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<tr>
<td>14)</td>
<td>2</td>
<td>SVC-PREM-7050-3YR Premium support 3-year prepaid, PA-7050</td>
<td>$171,000.00</td>
<td>$29,070.00</td>
<td>$141,930.00</td>
<td>$283,860.00</td>
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One-Time Total $1,788,830.00

Subtotal $1,788,830.00

Total Taxes $71,602.25

Total $1,860,432.25

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## Quote

**Quote Number:** 4453  
**Expiry Date:**

**Payment Terms:**

### Quote Prepared For

Asim Babovic  
Newport-Mesa Unified School District  
2985 Bear Street  
Bldg A  
Costa Mesa, CA 92626  
United States  
Phone: (714) 424-7519  
ababovic@nmusd.us

### Quote Prepared By

Matt Caponera  
Digital Scepter  
29970 Technology Drive Suite# 122B  
Murrieta, CA 92563  
United States  
Phone: (949) 702-0405  
Fax: matt@digitalscepter.com

### Item Details

<table>
<thead>
<tr>
<th>Item#</th>
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</thead>
<tbody>
<tr>
<td>1)</td>
<td>2</td>
<td>PA-7050-GP-R Global Protect subscription renewal year 1, PA-7050</td>
<td>$76,000.00</td>
<td>$31,920.00</td>
<td>$44,080.00</td>
<td>$88,160.00</td>
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<tr>
<td>2)</td>
<td>2</td>
<td>PA-7050-TP-R Threat prevention subscription renewal year 1, PA-7050</td>
<td>$76,000.00</td>
<td>$31,920.00</td>
<td>$44,080.00</td>
<td>$88,160.00</td>
</tr>
<tr>
<td>3)</td>
<td>2</td>
<td>PA-7050-URL4-R PANDB URL Filtering subscription renewal year 1, PA-7050</td>
<td>$76,000.00</td>
<td>$31,920.00</td>
<td>$44,080.00</td>
<td>$88,160.00</td>
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<tr>
<td>4)</td>
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<td>PA-7050-WF-R WildFire subscription renewal year 1, PA-7050</td>
<td>$76,000.00</td>
<td>$31,920.00</td>
<td>$44,080.00</td>
<td>$88,160.00</td>
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<td>5)</td>
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<td>SVC-PREM-7050-R Premium support year 1 renewal, PA-7050</td>
<td>$57,000.00</td>
<td>$9,690.00</td>
<td>$47,310.00</td>
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<td>6)</td>
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<td>SVC-PREM-PRA-25-R Premium support renewal, Panorama 25 devices</td>
<td>$1,900.00</td>
<td>$190.00</td>
<td>$1,710.00</td>
<td>$1,710.00</td>
</tr>
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<td>7)</td>
<td>3</td>
<td>PAN-LGS-1TB-3YR Cortex Data Lake with 1TB of storage, 3-year, includes Premium Support</td>
<td>$2,000.00</td>
<td>$540.00</td>
<td>$1,460.00</td>
<td>$4,380.00</td>
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**One-Time Total:** $453,350.00

**Subtotal:** $453,350.00

**Total Taxes:** $0.00

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