



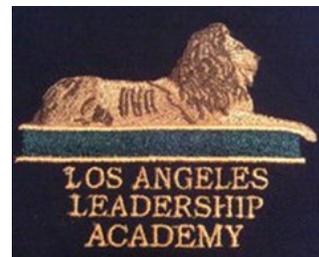
M-THEORY
GROUP

Infrastructure Refresh

High School

STATEMENT OF WORK

Prepared for:



SOW # 20201108NRLALA005 FOR AGREEMENT TO PERFORM CONSULTING SERVICES TO Los Angeles Leadership Academy

MSA Master Service Agreement Number: 20200320MSALALA001

Services Start Date: 12/1/2020

Services End Date: 11/30/2023

Services Performed By:
M-Theory Group
6171 W Century Blvd., Suite 350
Los Angeles, CA 90045

Services Performed For: Prep & Middle
Los Angeles Leadership Academy
2670 Griffin Ave.
Los Angeles, CA 90031 High School

CUSTOMER BACKGROUND

LA Leadership Academy prepares students to succeed in college or on chosen career paths, to live fulfilling, self-directed lives, and to be effective in creating a just and humane world. The Los Angeles Leadership Academy prepares urban secondary students to succeed in college or on chosen career paths, to live fulfilling, self-directed lives, and to be effective in creating a just and humane world.

This Statement of Work (SOW) 20201108NRLALA005 is issued pursuant to the Services Master Agreement (MSA) 20200320MSALALA001 between Los Angeles Leadership Academy (“Customer” or Los Angeles Leadership Academy) and M-Theory Consulting Group, LLC. (“Vendor” or “M-Theory”). This SOW is subject to the terms and conditions contained in the Agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the MSA. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this Agreement, the terms of this MSA shall govern and prevail.

This SOW #20201108NRLALA005 (hereinafter called the “SOW”), effective as of 11/8/2020, entered into by and between Vendor and Customer, and is subject to the terms and conditions specified below. The Exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the Exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of Performance

The Services shall commence on 12/1/2020 and shall continue through 11/30/2023. Vendor will submit invoices in advance of the month of services rendered.

Project Overview

M-Theory Group is pleased to provide Los Angeles Leadership Academy (“Customer”) the services outlined in this Statement of Work (“SOW”) for cloudCENTRX IT Network Refresh. (the “Project”).

- Physical Layer upgrade & refresh
- Switching and routing refresh
- Wireless networking refresh
- Next Generation Firewall addition
- UPS Upgrade
- Low Voltage EIA/TIA Grounding Compliance

Professional Services deliverables:

- Dedicated project management
- Installation of all Layer One required material
- Grounding and bonding of all new cabinets and racks
- Installation of UPS unit
- Configuration and installation of network routers and switches
- Configuration and installation of wireless access points
- Configuration and implementation of QoS and policies for Firewall
- Installation and 24/7 Monitoring of End Point Security Protection
- Installation and 24/7 Monitoring of Laptop Desktop and server protection
- Installation and Connectivity of Active Directory
- Installation and Connectivity of Cache Servers
- Installation of Network visibility and monitoring
- Installation of SOC Software on all nodes
- Installation and connection of RPS
- Installation and configure Network Access Control security software
- Installation and configuration of servers
- Installation and configuration of Cache servers
- Final testing and cutover

Low Voltage Services deliverables:

High School Physical Layer / Infrastructure upgrade	
High School Physical Layer Upgrade	
<ul style="list-style-type: none"> ➤ Basement IDF <ul style="list-style-type: none"> ○ Install 9U Cabinet Enclosure w/ Fan (4 Hours) ○ Install (1) 1U Horizontal Wire Management ○ Re-locate Existing Patch Panels (1 Hours) ○ Data Switches into new Cabinet (1 Hours) ○ Replace existing Patch Cables with 2' Cat 6 Patch Cable (3 Hours) ○ Remove basement phone system and unnecessary wiring (2 Hours) ➤ 1st Floor Server Room <ul style="list-style-type: none"> ○ Install Vertical Wire Management (2 Hours) ○ Install (3) 1U Horizontal Wire Management ○ Replace Existing Patch Cables with 2' Cat 6 Patch Cable (3 Hours) ○ Clean Server Room Wiring (1 Hours) ➤ 2nd Floor IDF <ul style="list-style-type: none"> ○ Install 9U Cabinet Enclosure w/ Fan (4 Hours) ○ Install (1) 1U Horizontal Wire Management ○ Re-locate Existing Patch Panels (1 Hours) ○ Data Switches into new Cabinet (1 Hour) ○ Replace up to 48 Patch Cables with 2' Cat 6 Patch Cable (3 Hours) ➤ 3rd Floor IDF <ul style="list-style-type: none"> ○ Install 9U Cabinet Enclosure w/ Fan (4 Hours) ○ Install (1) 1U Horizontal Wire Management ○ Re-locate Existing Patch Panels (1 Hours) ○ Data Switches into new Cabinet (1 Hours) ○ Replace existing Patch Cables with 2' Cat 6 Patch Cable (3 Hours) ➤ Replace / Fix Bell System <ul style="list-style-type: none"> ○ Install PC Based Bell System with Emergency Notification (Bell / Page Shift Change Notification System) w/ Web Management Console. Install Isolation Transformer. Connect to existing Paging System. Program, Test and Train. ➤ Bell Commander Parts and Software (4 Hours) ➤ Grounding and Bonding all cabinets (4 Hours) ➤ Replace All Existing AP's (15 Hours X 2 Technicians) ➤ Install AP's for Outdoor Coverage (15 Hours) ➤ Replace any necessary Front End Equipment (2 Hours) ➤ Test and Re-label all data for all floors (10 Hours) ➤ Map / Document Data Locations (15 Hours) 	

Vendor Deliverables & Pricing

Category	Dedicated Deliverables	QTY	Mo. Price	Mo. Ext Price
Network	Fortinet Forticare 448D-POE Managed Switch <ul style="list-style-type: none"> ▶ Layer 2/3 switch controller compatible with PoE+ switch with 24 x GE SFP, with automatic Max 370W POE output limit ▶ 1 Year Warranty & Support 	3	\$ 2,118.75	\$ 6,356.25
Wireless Infrastructure	Fortinet FortiAP 421E Wireless Access Point <ul style="list-style-type: none"> ▶ Indoor Wireless AP - Dual radio (802.11 b/g/n and 802.11 a/n/ac Wave 2, 4x4 MU-MIMO), internal antennas, ▶ 2 x 10/100/1000 RJ45 port 1 yr 24/7 Forticare & Fortiguard Support 	25	\$ 543.20	\$ 13,580.00
External Power Supply	Fortinet FortiRPS External Power Supply	4	\$ 499.93	\$ 1,999.72
Wireless Access Point Security	Fortinet FortiGate 201E AP Router Security Appliance <ul style="list-style-type: none"> ▶ Unified Thread Protection Bundle ▶ SSL Inspection ▶ Web Application Filtering ▶ 24/7 Managed Services Support 	1	\$ 5,879.41	\$ 5,879.41
Server Security	CrowdStrike End Point Protection Servers <ul style="list-style-type: none"> ▶ Servers security monitoring ▶ 24/7 managed service support 	2	\$ 150.00	\$ 300.00
Computer Security	CrowdStrike Lap Top / Desk Protection <ul style="list-style-type: none"> ▶ Servers security monitoring ▶ 24/7 managed service support 	45	\$ 60.00	\$ 2,700.00
24/7 Network Monitoring & Analysis	Auvik 24/7 Network Monitoring & Analysis <ul style="list-style-type: none"> ▶ Network monitoring ▶ 24/7 Traffic Route Visibility ▶ 24/7 managed service support 	7	\$ 250.00	\$ 1,750.00
Microsoft Operating System Servers	Active Directory & Web Server Operating Systems <ul style="list-style-type: none"> ▶ Microsoft Operating System EDU Licenses Servers 	1	\$ 33.00	\$ 33.00
Microsoft Active Directory Licenses	Microsoft Active Directory Access Licenses <ul style="list-style-type: none"> ▶ Microsoft Access License Active Directory EDU annual 	400	\$ 9.00	\$ 3,600.00
Infrastructure Security & Monitoring	Brane 24/7 Security Monitoring <ul style="list-style-type: none"> ▶ All devices incident monitor ▶ All devices incident response ▶ 24/7 managed service support 	80	\$ 60.00	\$ 4,800.00
Physical Layer Cabinets	9U Enclosed Wall Mount Cabinet <ul style="list-style-type: none"> ▶ Internal Fan ▶ Vertical Wire Management 	3	\$ 164.93	\$ 494.79
Uninterrupted Power Supply	APC Smart-UPS 2200 XL Rackmount Power Supply <ul style="list-style-type: none"> ▶ 1 yr Warranty ▶ 2200VA Battery 	6	\$ 1,297.33	\$ 7,783.98

➤ Category	Dedicated Deliverables	QTY	Mo. Price	Mo. Ext Price
➤ Copper Patch Cable	➤ Cat 6 2 foot	180	\$ 2.85	\$ 513.00
➤ Active Directory Server	Dell Power Edge R440 SQL Server ➤ 128G Memory ➤ 2 10 Gig ports	1	\$ 4,769.15	\$ 4,769.15
➤ Web Page Server	CACHEBOX 230 ➤ Web Site and Application CASHE Server	1	\$ 9,189.50	\$ 9,189.50
➤ Grounding Bus Bar	➤ EIA/TIA Grounding Bonding Bus Bar	1	\$ 850.00	\$ 850.00
➤ Horizontal Wire Management	➤ 1 U Wire Management	4	\$ 58.70	\$ 234.80

Customer Responsibilities

The following Customer Responsibilities are assumed in the creation of this SoW. Should the Customer fail to meet any of these responsibilities, then the Project may require more time or effort than originally scoped and a Change Order may be required.

- Customer will be responsible for providing to M-Theory staff, in a timely manner, the following resources and information required to complete the tasks in this SOW:
 - Usernames and passwords required to log in to devices that M-Theory needs access to or the availability of a Customer staff member to enter usernames and passwords when required.
 - Existing documentation relating to the Customer systems, application, processes, or personnel that M-Theory requires to complete the work, including, but not limited to, network diagrams, IP addresses, device configurations, requirements documents, etc.
 - A Customer staff member available to answer questions that may arise during the course of the project.
- Customer will be responsible for assisting with all testing and validation tasks contained within the SOW.
- Customer will not perform any system upgrades during the time of the project.
- Customer will be responsible for all Client-side software updates or installations required to make the project successful.
- Customer will be responsible for all end user communication and support.
- Customer will accept full responsibility of the solution upon completion of the final task included in this SOW.
- Customer will meet at the conclusion of this Project, either in person or via telephone to bring to closure the project within five (5) days of Project completion notification from M-Theory.

Change Control

M-Theory, Customer will address changes required to the scope of this project, including tasks, work products, dates, durations, and assumptions, through the change control process. When either M-Theory, Customer or Customer determines a change is required, M-Theory will complete a change order (“Change Order”) and provide to the Customer designated contact for review and signature of acceptance. Designated contact for review and signature may be different from SOW designated contact for review and signature.

Out of Scope

- Application Support
- Any items not specifically outlined in this Statement of Work (SOW); out of scope items may be performed at the Customer’s request and at M-Theory’s discretion and will be billed at an hourly rate of \$195/hr.

Compensation

Basis for Compensation: Progress Billing, one time capitalized expense [60% due at signing, 20% Upon product deliver and cabling phase completion, 20% due at project closure

#	Deliverable	Qty	Cost Per	Cost Total
1	Fortinet Fortigate 448D-POE Managed Switch	3	\$ 2,118.75	\$ 6,356.25
2	Fortinet FortiAP 421E Wireless Access Point	25	\$ 543.20	\$ 13,580.00
2	Fortinet External Power Supply FortiRPS 740	4	\$ 499.93	\$ 1,999.72
3	Fortinet FortiGate 201E Security Appliance	1	\$ 5,879.41	\$ 5,879.41
5	CrowdStrike End Point Security Protection Servers annual	2	\$ 150.00	\$ 300.00
6	CrowdStrike End Point Protection Computers annual	45	\$ 60.00	\$ 2,700.00
7	Auvik 24/7 Network Monitoring & Analysis annual	7	\$ 250.00	\$ 1,750.00
8	Microsoft Operating System EDU Licenses Servers	1	\$ 33.00	\$ 33.00
9	Microsoft Access License Active Directory annual	400	\$ 9.00	\$ 3,600.00
10	Brane Security Monitoring SOC IT Hardware Inf. annual	80	\$ 60.00	\$ 4,800.00
11	9U Enclosed Cabinet with Fan & Vertical Mngt	3	\$ 164.93	\$ 494.79
12	APC Smart-UPS 2200XL Rackmount Power Supply	6	\$ 1,297.33	\$ 7,783.98
13	2' Cat 6 Patch Cables	180	\$ 2.85	\$ 513.00
14	Active Directory Server Dell Power Edge 440	1	\$ 4,769.15	\$ 4,769.15
15	Web Page CACHE Application Server CACHE230	1	\$ 9,189.50	\$ 9,189.50
16	EIA/TIA Grounding Bus Bar	1	\$ 850.00	\$ 850.00
17	1 U Wire Managers	4	\$ 58.70	\$ 234.80
18	Professional Services – Low Voltage Physical Cabling	100	\$ 125.00	\$ 12,500.00
19	Professional Services – Networking Infs. Refresh	90	\$ 195.00	\$ 17,550.00
20	Project Management	20	\$ 125.00	\$ 2,500.00
Total One-time Cost:				\$ 97,383.60

- Applicable sales and regulatory taxes will be applied accordingly
- Shipping charges will be added at the time of purchase order

Terms & Conditions

This Statement of Work ("Statement of Work") 20201108NRLALA005 will be governed by the terms of the Master Services Agreement ("MSA") 20200320MSALALA001. Any amendment, waiver or other alteration of this SOW shall be effective only if made in a writing signed by both parties. Any amendment, waiver or other alteration of this SOW shall be effective only if made in a writing signed by both parties.

This SOW is proprietary to M-Theory and is deemed a trade secret under U.S.T.A. and other applicable laws and shall be treated by Customer as confidential. No portion of this SOW may be published or disclosed, in whole or in part, to any other party without the written consent and authorization by M-Theory.

Prices are valid for ninety ("90") calendar days provided work commences within thirty days of the date of this SOW. If Customer signs this SOW after the expiration date, then the Services may be re-scoped and re-quoted.

Customer Authorization

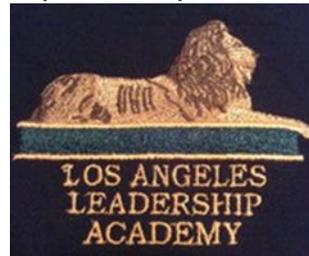
IN WITNESS WHEREOF, the Parties have caused this SOW #20201108NRLALA005 to be executed by their duly authorized representatives. Client shall execute and send the SOW, in its entirety, to M-Theory Group. The SOW is not deemed valid until all pages are received and the SOW is fully executed by both parties.

The undersigned, a person authorized by Client to sign this SOW, knows the contents thereof, and agrees to the terms set forth.

(Vendor):



(Customer):



M-Theory Consulting Group, LLC.

Los Angeles Leadership Academy

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____