



*We Make **IT** Work!*

Glassboro Public Schools Statement of Work

SOW #20220525NTNX

May 26, 2022

NUTANIX REFRESH AND BACKUP





*We Make **IT** Work!*

Table of Contents

Nutanix Refresh and Backup.....	1
Section 1 Business Case	3
Section 2 Project Overview	4
2.1 Project Timeline	4
2.2 Assumptions and Responsibilities	4
2.3 Project-Specific Assumptions and Responsibilities	5
2.4 Project Scope.....	6
2.5 Change Orders.....	6
Section 3 Project Organization	7
3.1 Roles and Responsibilities.....	7
3.2 Project Management.....	7
3.3 Client Point of Contact	8
Section 4 Implementation Strategy	9
4.2 Validation and Testing Methodology.....	10
4.3 Milestones and Dependencies.....	11
Section 5 Acceptance Criteria.....	12
Section 6 Services Warranty.....	13
Section 7 NDA and Confidentiality	14
Section 8 Affirmative action Language and Political Disclosures	17
Section 9 Project Billing (U.S. Dollars).....	19
9.1 Payment.....	19
9.2 Taxes	19
Section 10 Contract Vehicles	20
Section 11 Project Budget and Signoff.....	21



*We Make **IT** Work!*

SECTION 1 BUSINESS CASE

Glassboro Public Schools, hereafter referred to as GPS, is seeking to refresh its existing Nutanix with the latest Generation 8 Nutanix NX 3155 with 4 nodes. GPS will also be migrating to AHV Hypervisor.

This proposal also includes implementation for Dell DC and Standalone ESXi.

Project success is dependent on GPS adherence to “Client responsibilities” as outlined in Section 2 of this document.



SECTION 2 PROJECT OVERVIEW

2.1 Project Timeline

This contract will commence at GPS's discretion based on a schedule agreed upon by GPS and PBG Networks, hereafter referred to as PBG. Scheduling cannot move beyond 'tentative' until a purchase order is received, and product lead times determined. To meet any scheduled deadlines, GPS will need to send purchase orders and a signed contract to PBG promptly.

2.2 Assumptions and Responsibilities

- a) GPS is to obtain all necessary permits lawfully required by the State, Local municipality, and all other jurisdictions and authorities to conduct the above noted Scope-of-Work and specifications.
- b) GPS will designate an individual to support PBG technicians during on-site service calls, providing, for example, passwords upon request. Personnel is required to remain on-site with the support technician. If GPS personnel leave early, PBG will not be responsible for delays or associated costs to complete tasks.
- c) GPS will immediately advise PBG in writing as soon as it becomes aware of any developments that may delay completion of a scheduled Service, including, without limitation, GPS's failure, or inability to perform a Client Obligation. Any Target Dates (though only an estimate) will be equitably adjusted by the parties (but in no event less than a day-for-day adjustment) in writing in the event of (a) any delay caused by GPS's failure or inability to perform a Client Obligation; (b) any delay due to GPS's request for changes (whether pursuant to a Change Order or otherwise); (c) any delay due to a third party's act, failure to act, or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of GPS's action(s) or omission(s). No such delay will relieve or suspend GPS's obligation to pay PBG under Section 11 of this SOW. Such delays will result in GPS being billed for all goods and services received to date. In addition to such payment obligations, GPS will pay for all costs and expenses incurred by PBG relating to re-staffing as a result of any delay caused by GPS.
- d) Force Majeure. Neither party will incur any liability to the other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control and without negligence of the parties. Such events, occurrences, or causes will include,



without limitation, acts of God, strikes, lockouts, riots, acts of war, failures of the Internet, earthquakes, fire, and explosions, but the inability to meet financial obligations is expressly excluded.

- e) GPS will restrict access to information not related to the project, including, but not limited to, proprietary customer business/financial information and personally identifiable information (PII).
- f) GPS will maintain a backup of all data and programs on affected systems prior to PBG performing services and during the term of the project. PBG will not be responsible for backing up data.
- g) GPS will be responsible for items not explicitly purchased through this proposal, including but not limited to hardware, software, licensing, and security certificates. Incorrect items ordered from another source may result in additional professional service charges (see Section 2.2c).
- h) During the performance of Services, GPS is responsible for promptly notifying PBG in writing of:
 - Any changes GPS makes to its technical environment that may impact PBG's completion of the project.
 - Any assumptions set forth herein that are incorrect.

2.3 Project-Specific Assumptions and Responsibilities

- a) GPS must provide PBG the information it requires, in a timely manner, to successfully complete the project. This includes assistance to PBG in developing or providing documentation.
- b) GPS will be responsible for providing PBG with any required passwords for the creation of an account for the sole purposes of PBG completing the project. At the conclusion of the project, GPS will be responsible to disable, or otherwise secure, all logins used by PBG personnel during this project.
- c) GPS will be responsible for furnishing the necessary security certificates. (Unless they opt for a self-signed certificate.)
- d) GPS will be responsible for furnishing any network-related information, as needed.
- e) PBG will utilize commercial tools to access the environment being tested.



*We Make **IT** Work!*

- f) GPS will be responsible for all data runs necessary to connect the equipment unless specified in this SOW.
- g) Project pricing assumes PBG will be allowed to work during normal business hours. If the project is moved to after-hours, this will be considered a change order and GPS will be invoiced for the amount of contracted professional services x 1.5.
- h) GPS is responsible to provide a lift if it is required for placement of equipment (for example, in the gym or auditorium).
- i) GPS must have sufficient Power over Ethernet (PoE) ports in place for the successful completion of the project.
- j) GPS must have sufficient 10GB network connections and sufficient 208V power in place for the successful completion of the project.

2.4 Project Scope

The Project Excludes:

1. Any services noted as optional without additional scope purchased, or otherwise overridden by PBG in writing.
2. Any services, tasks, or activities other than those specifically noted in this document.
3. Procurement of any hardware and software other than those specifically noted in this document.
4. Physical or logical configuration of any component(s) not specifically noted in this document.
5. Specific configurations listed below:
 - a. Deploying Windows-based and/or non-simple topologies for vCenter Server.
 - b. Deploying Microsoft SCVMM, if applicable.

2.5 Change Orders

Any changes to the scope of the Services must be made in writing and signed by both parties ("Change Order"). If the Change Order is made via email to the other party's designated contact person, the receiving party will have 10 business days to reject the Change Order. If the said rejection is not made within the 10-business day period, the Change Order is deemed mutually accepted. Each accepted Change Order will be incorporated herein by reference and subject to the terms and conditions of this Agreement.



SECTION 3 PROJECT ORGANIZATION

3.1 Roles and Responsibilities

Role	Responsibility
Stakeholders GPS	<ul style="list-style-type: none">➤ Ensure that the project is fully integrated with other key initiatives➤ Provide resources/personnel to support the project➤ Validate Mission, Scope, Strategic Objectives, and Deliverables➤ Facilitate the resolution of core issues affecting project success
Owner Mr. Chuck Baur GPS	<ul style="list-style-type: none">➤ Provide overall day-to-day direction and guidance➤ Protect the project team against conflicting priorities➤ Arrange appropriate facility and equipment for training
Project Leader PBG Project Manager TBD PBG	<ul style="list-style-type: none">➤ Organize, structure, staff, and manage project➤ Compile and manage a detailed project plan➤ Identify required resources➤ Provide detailed day-to-day guidance and direction➤ Identify and facilitate a resolution to routine issues and high-threat problems➤ Coordinate the technical and functional training and testing
Functional Team Members (see below)	<ul style="list-style-type: none">➤ Execute and monitor project activities and tasks➤ Identify and facilitate a resolution to issues➤ Surface issues requiring management support➤ Test and validate converted content and system functionality

3.2 Project Management

PBG will assign a Project Manager who will act as a point of contact for implementation and technical issues, as well as scheduling. Before, during, or after the engagement, the Project Manager can be reached at 1.856.931.1604, option 2, between the hours of 9am to 5pm. If an emergency occurs outside of those hours, please contact PBG technical support by e-mailing support@pbgnetworks.com or call 1.856.931.1604, option 4, for immediate attention. PBG supplies 90 days of phone support for all educational clients with 4-hour response.



*We Make **IT** Work!*

3.3 Client Point of Contact

Prior to the commencement of Services, GPS will indicate to PBG in writing a person to be the single point of contact (the “Client Contact”). The Client Contact will have the required authority to make project decisions.

The Client Contact will:

- Ensure adequate representation at all scheduled meetings and deliverable presentations.
- Distribute information internally to stakeholders in a timely manner.
- Have the authority to act for GPS in all aspects of the Service, including bringing issues to the attention of the appropriate persons within GPS’s organization and resolving conflicting requirements.
- Ensure that any communication between GPS and PBG, including any scope-related questions or requests, are made through the appropriate PBG representative and that all project-related communication is carbon copied to the PBG representative.
- Provide timely access to technical and business points of contact and required data/information for matters related to the scope of Service.
- Provide technical points of contact, who have a working knowledge of the enterprise components to be considered during the Services (“Technical Contacts”).
- Obtain and provide project requirements, information, data, decisions, and approvals within a timely manner, as not to delay project delivery.
- Ensure the PBG personnel have reasonable and safe access to the project site, a safe working environment, an adequate office space, and parking as required. GPS will provide any personal protective gear required while PBG personnel are onsite.



SECTION 4 IMPLEMENTATION STRATEGY

4.1.1 Phase 1-Image Four Nodes at PBG Networks

1. Nutanix AOS with AHV (Hypervisor):
2. Configure IP Addresses for interfaces, including IPMI and 10GB uplinks.
3. Image Nutanix with AOS and AHV.
4. Mimic virtualization settings via VLAN configuration.
5. Verify Nodes images successfully, if not reimage nodes.

4.1.2 Phase 2- Migration of VMs to new 3155 Nutanix

1. Setup bridge between old and new Nutanix.
2. Migrate and Convert VMs using Move.
3. Verify VM and integrity.
4. Perform VMware cleanup for each VM and verify integrity.
5. Install Nutanix Tools.
6. Upgrade Virtual Hardware.

4.1.3 Phase 3- Confirm Backup

1. Verify Backup with AppAssure. (GPS responsibility)
2. Verify Backups complete successfully.

4.1.4 Phase 4- Standalone ESXi Server

1. Standup the standalone ESXi server.
2. Follow best practices for configuration.
3. Migrate over VMs not supported on AHV.
4. Upgrade VM's to latest tools and virtual hardware.
5. Verify Backups completed successfully. (GPS responsibility)



*We Make **IT** Work!*

4.1.5 Phase 4- Upgrade DC and Migrate FSMO Roles

1. Build and Deploy new physical domain controller with 2019.
2. Build and Deploy new virtual dhcp server 2019.
3. Build new virtual DC with 2019.
4. Upgrade the schema on new physical domain.
5. Follow best practices for configuration.
6. Migrate over VMs not supported on AHV, e.g., KACE, CISCO VMs
7. Upgrade VM's to latest tools and virtual hardware.
8. Verify Backups completed successfully.

4.2 Validation and Testing Methodology

PBG will conduct Verification and Validation (V&V) of the entire virtualization solution.



4.3 Milestones and Dependencies

Task Name	Start	Finish	Resource Names
Develop and Approve Plan			
Send Purchase Orders			GPS
Finalize lead times			PBG
Set schedule			PBG/ GPS
Project Kickoff			
Pre-Project Call <ul style="list-style-type: none"> Review Scope ID stakeholders and contacts ID project constraints and limitations Review pre-requisites and readiness Complete installation documents 			PBG/ GPS
Determine software versions to be used			PBG/ GPS
Have meeting with all team members. Present plan			PBG/GPS
Technical Readiness			
Get IP addresses assigned			GPS
Pre-Install Knowledge Transfer (Up to 2 hours)			
Image Four Nodes at PBG Networks per 4.1			PBG
Migration of VMs per 4.1.2			PBG
Confirm Backup per 4.1.3			
Standalone ESXi Server per 4.1.4			
DC - Migrate Roles per 4.1.5			
Verification and Validation			PBG/ GPS
Success Enablement			
Create Support Accounts/Portals			PBG
Verify Support Contact Information			PBG
Documentation			PBG
Knowledge Transfer (Up to 2 hours)			PBG
Project Close-Out (Request Sign-off)			PBG/GPS



*We Make **IT** Work!*

SECTION 5 ACCEPTANCE CRITERIA

PBG will inform Client Contact in writing upon completion of Services and/or milestones. PBG will provide the Client with a Milestone Completion Form (MCF) to indicate GPS's acceptance of the Services. GPS shall either accept or reject the Services within five (5) business days ("Acceptance Period"). GPS must provide a detailed written notice of rejection specifying any non-conformance for the failure of the Services to meet the specifications set forth herein within the Acceptance Period. Upon receipt of a rejection notice, PBG will respond promptly and make commercially reasonable efforts to resolve such deficiencies within a reasonable period of time. Failure to provide written rejection of the Services within the Acceptance Period will result in an automatic deemed acceptance and the Services shall be considered complete and closed.



*We Make **IT** Work!*

SECTION 6 SERVICES WARRANTY

Link to all PBG Warranties: **www.pbgnetworks.com/warranty**

PBG warranties all pertaining to, and exclusively noted within, the client's supplied proposal regarding workmanship and the installation and termination of the same for a maximum of (1) YEAR from the date of completion and subsequent project sign-off.

PBG will use reasonable efforts to provide Services in a workmanlike manner. Client must notify PBG of any failure to so perform within ten (10) days after the date on which such failure first occurs. PBG's entire obligation, and Customer's exclusive remedy, under this warranty will be for PBG, at PBG's option: (i) to use reasonable efforts to re-perform the deficient Services within a reasonable period of time; or (ii) if, after reasonable efforts PBG is not able to correct the deficiencies, refund the portion of any Services fee that corresponds to the failure to perform. PBG's total liability arising from these terms and conditions shall be limited to the total amount paid to PBG under the client's signed agreement.

The warranty will cover all product deemed defective and/or due to insufficient or failed workmanship. The warranty does not cover abuse, misuse, manmade damage, fire, flood or acts due to that of a non-manmade nature. This warranty does not cover modifications or alterations made by a party other than PBG or a party authorized by PBG.

Except pursuant to the limited warranties expressly described above, PBG does not make, and hereby expressly disclaims, any warranty or representation with respect to the products or services, express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, performance, accuracy, reliability, and non-infringement. Some jurisdictions do not allow limitations on how long an implied warranty lasts so the foregoing limitations may not apply to the client.

6.1 Warranty Support Requests

PBG provides an online help desk service that enables the client to make technical inquiries regarding their warranty issue. The client may contact their Project Manager by phone; however, client support requests will also need to be e-mailed to **support@pbgnetworks.com**. An individual to be designated by the client will have online access to PBG's Trouble Ticket Database to review the status of client service requests. Available during normal business hours (M-F 9am-5pm ET, excluding holidays).



*We Make **IT** Work!*

SECTION 7 NDA AND CONFIDENTIALITY

7.1 Confidential Information

"Confidential Information" means any information disclosed under this Agreement by either party ("Disclosing Party") to the other party ("Receiving Party") that: (a) is in writing, graphic, machine-readable or other tangible form and is marked "Confidential," "Proprietary" or in some other manner to indicate its confidential nature; (b) oral information disclosed by the Disclosing Party to the Receiving Party pursuant to this Agreement, provided that such information is designated as confidential at the time of disclosure and reduced to a written summary by the Disclosing Party, marked in a manner to indicate its confidential nature and delivered to the Receiving Party within ten (10) calendar days after its oral disclosure; and (c) information otherwise reasonably expected to be treated in a confidential manner under the circumstances of disclosure.

Notwithstanding the foregoing, the following information will be deemed the Confidential Information of PBG whether or not so designated upon disclosure or confirmed in writing: (i) PBG pricing; (ii) PBG Pre-Existing Technology and PBG Work Product (both defined in Section 7); and (iii) any know-how, designs, layouts, configurations, methods, processes, formulae, specifications, functionality, performance data, test results or error or bug information provided by PBG to Client under this Agreement or otherwise obtained by Client from use or examination of the Deliverables. Confidential Information may also include information of a third party that is in the possession of the Disclosing Party and is disclosed to the Receiving Party under this Agreement. Confidential Information will not include any information that: (1) was publicly known and made generally available in the public domain prior to the time of disclosure by the Disclosing Party; (2) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction of the Receiving Party; (3) was already in the possession of the Receiving Party without confidentiality obligations at the time of disclosure by the Disclosing Party as shown by the Receiving Party's files and records immediately prior to the time of disclosure; (4) is obtained without confidentiality obligations by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (5) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

7.2 Non-Use and Non-Disclosure

The Receiving Party will use the Disclosing Party's Confidential Information solely for the purposes of performing its obligations and exercising its rights under this Agreement. The Receiving Party will not disclose any Confidential Information of the Disclosing Party to



*We Make **IT** Work!*

third parties or to such party's employees, except that, subject to Section 7.3 below, the Receiving Party may disclose the Disclosing Party's Confidential Information to those employees and contractors of the Receiving Party who are required to have the information in order to perform Receiving Party's obligations and exercise the Receiving Party's rights under this Agreement, provided however that such employees or contractors are subject to a confidentiality agreement with terms no less restrictive than those contained herein. If the Receiving Party is required by law to make any disclosure that is prohibited or otherwise constrained by this Agreement, the Receiving Party will provide the Disclosing Party with prompt written notice of such requirement prior to such disclosure so that the Disclosing Party may seek a protective order or other appropriate relief. Subject to the foregoing sentence, the receiving party may furnish that portion (and only that portion) of the Confidential Information that it is legally compelled or is otherwise legally required to be disclosed; provided, however, that the Receiving Party provides such assistance as the Disclosing Party may reasonably request in obtaining such order or other relief at the Disclosing Party's option and expense.

7.3 Maintenance of Confidentiality

The Receiving Party will use commercially reasonable efforts to prevent unauthorized use or disclosure of the Disclosing Party's Confidential Information. The Receiving Party will ensure that its employees who have access to Confidential Information of the Disclosing Party have signed a non-use and non-disclosure agreement in content at least as protective of the Disclosing Party's Confidential Information as of the provisions of this Agreement prior to any disclosure of the Disclosing Party's Confidential Information to such employees. The Receiving Party will promptly return all copies of the Disclosing Party's Confidential Information as requested by such Disclosing Party at any time in writing; provided, however, the parties agree that PBG's continued access to Client's Confidential Information, which is required for the Services, will be deemed a Client Obligation.

7.4 Authorized Disclosure

Notwithstanding any other provision of this Agreement, each party may disclose the terms of this Agreement: (a) subject to Section 7.2, in connection with the requirements of an initial public offering or another filing in connection with applicable securities law; (b) in confidence, in connection with a merger or acquisition or proposed merger or acquisition, or the like; (c) in confidence, to accountants, banks, attorneys and financing sources and their advisors; and/or (d) in confidence, in connection with the enforcement of this Agreement or rights under this Agreement.



*We Make **IT** Work!*

7.5 Non-Solicitation

Client acknowledges and agrees that the employees of PBG who perform the Services are a valuable asset to PBG and are difficult to replace. Accordingly, during the term of this Agreement and for a period of one (1) year thereafter, Client will not solicit, whether directly or indirectly, the employment of any PBG employees without the prior written consent of PBG. If the Client violates this Section 7.5, the parties agree that Client will pay to PBG the sum of one hundred thousand dollars (\$100,000) as liquidated damages. The parties further agree that precise monetary damages for Client's violation of this Section 7.5 would be difficult to ascertain and that the foregoing sum represents a fair and conservative approximation of the cost of recruitment, hiring, and training that would be incurred by PBG.



We Make IT Work!

SECTION 8 AFFIRMATIVE ACTION LANGUAGE AND POLITICAL DISCLOSURES

8.1 Affirmative Action Language

PBG shall comply with the Equal Employment Opportunities Act, 42 U.S.C.A. §2000e and the Law Against Discrimination, N.J.S.A. 10:5-32 et seq. The mandatory language of N.J.A.C. 17:27-3.3, N.J.A.C. 17:27-5.3 and N.J.A.C. 7.4(a), promulgated by the Treasurer pursuant to P.L. 1975 c.127, as amended and supplemented, are incorporated into this Agreement as if set forth herein at length, and PBG agrees to comply fully with the terms, provisions, and obligations of N.J.A.C. 17:27-3.3, N.J.A.C. 17:27-5.3 and N.J.A.C. 7.4(a). More specifically, during the performance of this Agreement, PBG agrees as follows:

- PBG will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, PBG will ensure that equal employment opportunity is afforded to such applicants in employment, and that all employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal opportunity employment shall include, but not be limited to the following:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. PBG agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

- PBG will in all solicitations or advertisements for employees placed by or on behalf of PBG, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- PBG will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of PBG's commitments under the Law Against Discrimination, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.



We Make IT Work!

- PBG agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31, et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
- PBG agrees to make good faith efforts to afford equal employment opportunities to minority and women workers consistent with good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2 or good faith efforts to meet targeted employment goals determined by the Division pursuant to N.J.A.C. 17:27-5.2.
- PBG agrees to inform in writing appropriate recruitment agencies, including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- PBG agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
- In conforming with the targeted employment goals, PBG agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.
- PBG shall furnish such reports or other documents to the Division of Public Contracts and Equal Employment Opportunity Compliance Office as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Public Contracts and Equal Employment Opportunity Compliance Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

8.2 Political Contribution Disclosure

PBG has completed and submitted a Political Contribution Disclosure Form which certifies that PBG has not made any reportable contributions to a political or candidate committee in the County of Gloucester County, Glassboro, or the Glassboro Public Schools Board.



*We Make **IT** Work!*

SECTION 9 PROJECT BILLING (U.S. DOLLARS)

PBG requires a Purchase Order, as well as a signed copy of this SOW, be faxed to **(856)931-1673** or sent to the address below:

PBG Networks Corporate Headquarters

Attn: Billing

7 Lenape Trail

Wenonah, NJ 08090

9.1 Payment

GPS will make all payments under this Agreement in U.S. dollars within thirty (30) calendar days after the date of PBG's invoice. In addition to any other remedy available to PBG for late payments, PBG reserves the right to charge GPS a late penalty of 1.5% for the first month applied against undisputed overdue amounts, 5% thereafter (or the maximum rate allowed under law, whichever is less). Late penalties will be recalculated every 30 days thereafter based on GPS's current outstanding balance. GPS will reimburse PBG for all costs incurred by PBG (including reasonable attorneys' fees, collection fees, court costs, if any) in connection with any collection efforts related to or arising out of this Agreement.

9.2 Taxes

The Fees for the Services do not include any excise, sales, use, value added or other taxes, tariffs or duties that may be applicable to the Services. When PBG has the legal obligation to collect such taxes, tariffs or duties, the amount of such taxes, tariffs and duties will be invoiced to GPS, and GPS will pay such amount unless GPS provides PBG with a valid tax exemption certificate authorized by the appropriate taxing authority. All payments by GPS for the Services will be made free and clear of, and without reduction for, any withholding taxes. Any such taxes which are otherwise imposed on payments to PBG will be GPS's sole responsibility. GPS will provide PBG with official receipts issued by the appropriate taxing authority or such other evidence as is reasonably requested by PBG to establish that such taxes have been paid.



*We Make **IT** Work!*

SECTION 10 CONTRACT VEHICLES

For further details regarding PBG contract vehicles, visit this link:

www.pbgnetworks.com/contract-vehicles

GSA Schedule 70 Contract Numbers:

GSA Schedule 70: No. GS-35F-0119Y

WSCA-NASPO Valuepoint Contract Numbers:

WSCA-NASPO Master Agreement is AR1471

WSCA-NASPO NJ State Contract Number is 87722

NJEDGE:

Nutanix: S6882649

10ZiG: E6882651

VMware ELA: 00278834

PBG E-Rate:

SPIN/498ID Number: 143036540

NJSBA VMware/Cybersecurity contract:

E-8801-ACESCPS

Certified Women's Business Enterprise (WBE):

WBE Certificate# 67096-15

National IPA/TCPN – The Cooperative Purchasing Network

R150402

NCPA – National Cooperative Purchasing Alliance

NCPA01-55

NCPA01-65

PEPPM - Pennsylvania Education Purchasing Program for Microcomputers



We Make **IT** Work!

SECTION 11 PROJECT BUDGET AND SIGNOFF

Total project cost is \$223,568.11 - see Section 9 for payment address.

This document represents a contract between PBG and Glassboro Public Schools. This price assumes that GPS will release a purchase order in a timely manner to allow the work to take place during normal business hours, unless otherwise noted.

Approver Name	Title	Signature	Date
Ms. Lisa Ridgway	Business Administrator		
Mr. Chuck Baur	Director of IT		

At least one of the signatures above must be authorized to bind the company or organization to contracts.

Approval of the Project Plan indicates an understanding of the purpose and content described in this deliverable. By signing this deliverable, everyone agrees work should be initiated on this project and the necessary resources should be committed as described herein. A purchase order (PO) in addition to this signed document will be required to proceed with the project. Anything outside this proposal will be added as a separate addendum and will require sign-off by both PBG and GPS.

PBG Networks, Inc.

Name: Lisa M. Brousseau

Title: President

Date: May 26, 2022



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
5/25/2022	6/16/2022	20222451
Ref Number	124238412-1	

Name / Address	Ship To
Glassboro Public Schools 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028	Glassboro Public Schools George Weeks 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028

Qty	Item	Mfr Part #	Description	Price Each	Total
1.00	Hardware	210-AZDS	Physical Domain Controller Server Dell Poweredge R450 Server Chassis 1x PERC H345 Controller, Front 1x Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666 1x Standard Heatsink 4x 16GB RDIMM, 3200MT/s, Dual Rank 2x 480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD 1x Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0 1x iDRAC9, Enterprise 2x Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 1x Dual, Hot-plug, PSU (1+1), 800, Mixed Mode 1x ReadyRails sliding rails 1x Poweredge Standard Bezel 1x Next Business Day 5 Years Shipping	4,834.94	4,834.94
1.00	Shipping		SOW #20220525NTNX-5-25-2022	150.00	150.00

This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (https://www.pbgnetworks.com/terms) for "Payment Terms and Conditions." {All Transactions Are Final!} FlexSource Terms : https://www.pbgnetworks.com/flex/	Sales Tax (0.0%)	\$0.00
	Total	\$4,984.94



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
5/26/2022	6/16/2022	20222456
Ref Number	124238412-1	

Name / Address	Ship To
Glassboro Public Schools 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028	Glassboro Public Schools George Weeks 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028

Qty	Item	Mfr Part #	Description	Price Each	Total
1.00	Hardware	210-AZDS	Physical Dell ESXi Dell Poweredge R450 Server Chassis 1x PERC H755 SAS Front 2x Intel Xeon Silver 4309Y 2.8G, 8C/16T, 10.4GT/s, 12M Cache, Turbo, HT (105W) DDR4-2666 2x Standard Heatsink 8x 16GB RDIMM, 3200MT/s, Dual Rank 2x BOSS controller card + with 2 M.2 Sticks 240G (RAID 1) 1x Broadcom 57412 Dual Port 10GbE SFP+, OCP NIC 3.0 1x iDRAC9, Enterprise 2x Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam) 1x Dual, Hot-plug, PSU (1+1), 800, Mixed Mode 1x ReadyRails sliding rails 1x Powerededge Standard Bezel 1x Next Business Day 5 Years Shipping	8,687.17	8,687.17
1.00	Shipping		SOW #20220525NTNX-5-25-2022	225.00	225.00

This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (https://www.pbgnetworks.com/terms) for "Payment Terms and Conditions." {All Transactions Are Final!} FlexSource Terms : https://www.pbgnetworks.com/flex/	Sales Tax (0.0%)	\$0.00
	Total	\$8,912.17



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
5/25/2022	6/16/2022	20222455
Ref Number	33499475	

Name / Address	Ship To
Glassboro Public Schools 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028	Glassboro Public Schools George Weeks 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028

Qty	Item	Mfr Part #	Description	Price Each	Total
1.00	Support	SW-AOS-PRO-PRD	Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service	111,760.96	111,760.96
96.00	Support	L-CORES-PRO-PRD	Nutanix - SW-AOS-PRO-PRD Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 CPU core	0.00	0.00
28.00	Support	L-FLASHTiB-PRO-PRD	Nutanix- L-CORES-PRO-PRD Subscription, Acropolis (AOS) Pro Software License & Production Software Support Service for 1 TiB of flash	0.00	0.00
60.00	Support	Support-Term	Nutanix- L-FLASHTiB-PRO-PRD Support Term in Months	0.00	0.00
4.00	Hardware	NX-3155G-G8-5317-CM	Nutanix- Support-Term NX-3155G-G8, 1 Node; 2x Intel Xeon-Gold 5317 processor (3 GHz/ 12-core/ 150W, Ice Lake) per node	13,761.5325	55,046.13
48.00	Hardware	C-MEM-32GB-3200-CM	Nutanix - NX-3155G-G8-5317-CM 32GB Memory Module (3200MHz DDR4 RDIMM)	0.00	0.00
16.00	Hardware	C-HDD-6TB-BA-CM	Nutanix - C-MEM-32GB-3200-CM 6 TB 3.5" HDD	0.00	0.00
8.00	Hardware	C-SSD-3.84TB-A-CM	Nutanix-C-HDD-6TB-BA-CM 3.84 TB SSD	0.00	0.00
8.00	Hardware	C-NIC-25G2B1-CM	Nutanix- C-SSD-3.84TB-A-CM Intel 25/10GbE, 2-port, NIC (Intel XXV710-DA2); transceiver not included	0.00	0.00
8.00	Hardware	C-PSU-2000-A-CM	Nutanix - C-NIC-25G2B1-CM 2000 W Power Supply Unit	0.00	0.00
8.00	Hardware	C-PWR-4FC13C14B-CM	Nutanix- C-PSU-2000-A-CM C13/C14, 15A, 4ft Power cord Nutanix C-PWR-4FC13C14B-CM	0.00	0.00

<p>This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (https://www.pbgnetworks.com/terms) for "Payment Terms and Conditions."</p> <p>{All Transactions Are Final!}</p> <p>FlexSource Terms : https://www.pbgnetworks.com/flex/</p>	Sales Tax (0.0%)
	Total



PBG Networks
 7 Lenape Trail
 Wenonah, NJ 08090
 t: 856.931-1604 x111
 f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
5/25/2022	6/16/2022	20222455
Ref Number	33499475	

Name / Address	Ship To
Glassboro Public Schools 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028	Glassboro Public Schools George Weeks 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028

Qty	Item	Mfr Part #	Description	Price Each	Total
4.00	Hardware	S-HW-PRD	24/7 Production Level HW Support for Nutanix HCI appliance	2,100.5825	8,402.33
60.00	Hardware	Support-Term	Nutanix - S-HW-PRD Support Term in Months	0.00	0.00
1.00	Shipping		Nutanix - Support-Term Shipping	1,265.00	1,265.00
			NJEDGE 00278834 SOW #20220525NTNX-5-25-2022		

<p>This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (https://www.pbgnetworks.com/terms) for "Payment Terms and Conditions." {All Transactions Are Final!}</p> <p>FlexSource Terms : https://www.pbgnetworks.com/flex/</p>	<p>Sales Tax (0.0%) \$0.00</p>
	<p>Total \$176,474.42</p>



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
5/25/2022	6/16/2022	20222454
Ref Number	SO65653	

Name / Address	Ship To
Glassboro Public Schools 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028	Glassboro Public Schools George Weeks 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028

Qty	Item	Mfr Part #	Description	Price Each	Total
4.00	Hardware	SFP10G-CSDF-C U-3M-A	SFP10G-CSDF-CU-3M SFP+ to SFP+, 3 meter (9.9 feet), 10 Gbps, SFP+ Passive Twinax Cable 100% Cisco & DELL compatible.	72.50	290.00
8.00	Hardware	SFP10G-NXCS-C U-3M-A	SFP10G-NXCS-CU-3M SFP+ to SFP+, 3 meter (9.9 feet), 10 Gbps, SFP+ Passive Twinax Cable 100% Nutanix & Cisco compatible.	77.50	620.00
1.00	Shipping		Shipping SOW #20220525NTNX-5-25-2022	86.58	86.58

This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (<https://www.pbgnetworks.com/terms>) for "Payment Terms and Conditions."
{All Transactions Are Final!}

FlexSource Terms : <https://www.pbgnetworks.com/flex/>

Sales Tax (0.0%) \$0.00

Total \$996.58



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
5/25/2022	6/16/2022	20222453
Ref Number	PBGFLEX4	

Name / Address	Ship To
Glassboro Public Schools 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028	Glassboro Public Schools George Weeks 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028

Qty	Item	Mfr Part #	Description	Price Each	Total
1.00	Professional S...		New physical DC server and repurpose ESXi server Professional Services for Build new R450 physical DC server SOW #20220525NTNX-5-25-2022	10,200.00	10,200.00

This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (<https://www.pbgnetworks.com/terms>) for "Payment Terms and Conditions."
{All Transactions Are Final!}

FlexSource Terms : <https://www.pbgnetworks.com/flex/>

Sales Tax (0.0%) \$0.00

Total \$10,200.00



PBG Networks
7 Lenape Trail
Wenonah, NJ 08090
t: 856.931-1604 x111
f: 856.931.1673

We Make IT Work!

Quote

Date	Quote Expires	Quote #
5/25/2022	6/16/2022	20222450
Ref Number	PBGFLEXNTNX10	

Name / Address	Ship To
Glassboro Public Schools 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028	Glassboro Public Schools George Weeks 560 Joseph Bowe Memorial Blvd. Glassboro, NJ 08028

Qty	Item	Mfr Part #	Description	Price Each	Total
1.00	Professional S...		Professional Services (Remote) --Image 4 Nutanix Nodes on NX 1.) Image Nodes with VMware and AOS (Offsite) 2.) Rack and onboarding of Nodes at New Milford School District	8,000.00	8,000.00
1.00	Professional S...		1.) Image Nodes with AHV and AOS (Onsite) Professional Services Configuration Per SOW #20220415NTNX NJEDGE 00278834 SOW #20220525NTNX-5-25-2022	14,000.00	14,000.00

This quote cannot be altered or changed in any way. If altered PBG Networks reserves the right not to accept the purchase order. For more information please visit (<https://www.pbgnetworks.com/terms>) for "Payment Terms and Conditions."
{All Transactions Are Final!}

FlexSource Terms : <https://www.pbgnetworks.com/flex/>

Sales Tax (0.0%) \$0.00

Total \$22,000.00