



SCHOOL BOARD ACTION REPORT

DATE: January 17, 2019
FROM: Denise Juneau, Superintendent
LEAD STAFF: John Krull, Chief Information Officer, jckrull@seattleschools.org
Jim Young, IT Manager Infrastructure Operations, jyoung@seattleschools.org
April Mardock, Information Security Manager, armardock@seattleschools.org

For Introduction: February 27, 2019

For Action: March 13, 2019

1. TITLE

BTA IV: Approve purchase of Metropolitan/Wide Area Network (MAN/WAN) hardware upgrade and five-year support with Dyntek, Inc in the amount of ~~\$1,923,106.54~~1,953,393.16.

2. PURPOSE

The purpose of this Board action is for the review and approval of an upgrade of our Metropolitan/Wide Area Network with Dyntek, Inc. as the value-added reseller of Infinera hardware, software, and support.

3. RECOMMENDED MOTION

I move that the School Board authorize the Superintendent to execute ~~an five-year contract agreement~~ with Dyntek, Inc to provide a Metropolitan/Wide Area Network ~~hardware upgrade with 5-year software and hardware assurance warranty upgrade~~ for a total Not-To-Exceed amount of ~~\$1,923,106.54~~1,953,393.16 (plus applicable Washington state taxes).

4. BACKGROUND INFORMATION

- a. **Background** – Seattle Public Schools (SPS) Metropolitan/Wide Area Network (MAN/WAN) was installed in 2001. There are 2 aspects to this network: optical fiber cabling and the hardware nodes that connect this fiber to our schools. This upgrade is for the hardware nodes. All network and internet traffic travels over this network. The increase in the number of schools, students, and devices on the network and increased use of digital online resources has increased bandwidth usage both internally and externally exponentially each year and the nodes themselves have reached end-of-life, therefore the hardware nodes need to be replaced. The fiber itself is suitable well into the future. In addition, the increase in security at schools has increased the need to install more cameras and AI Phone entry systems for external doors, which use more of the network's capacity. To make sure all students, staff, and guests have required access, acceptable experience, and needed security, the District needs to upgrade to higher bandwidth capabilities. The system was identified to receive an upgrade/replacement as part of the BTA IV Capital Levy approved in February 2016 and has become part of the 2019-2023 5-year technology plan.

In February 2018, SPS issued a Request for Proposal 02850 (RFP) process to purchase a new network system of hardware nodes that manage traffic on our existing optical fiber network that meets the future technology and bandwidth needs and leverages eligible Universal Service Schools and Libraries Program (E-Rate) discounts. Hardware, software and support purchased with E-rate Program discounts are approved by the Universal Service Administrative Company (USAC) following requirements for eligibility. USAC has strict requirements for the E-rate program which is in place to ensure schools have adequate internet access and must approve all equipment and services. The result of the RFP and E-rate application was a credit reimbursement in the amount of up to \$762,000.00 being approved and issued to Dyntek, Inc. by USAC. These discounts are applied to invoices from Dyntek. Discount amounts will be applied to the BTA IV account.

This project will provide a capability of 10Gb dedicated (up from 1 Gb) to all schools by 2023 with grades 6-12 having it by 2020. Under this project the District will get the core network and infrastructure in place to maximize bandwidth and enable future upgrades.

- b. **Alternatives** – We can decide not to upgrade our network. This option would mean schools will max out their available bandwidth making online resources difficult or impossible to access. Hardware would also get more expensive to support as it approaches end of life, making it more difficult to find spare parts.
- c. **Research** – Monitoring graphs showing how much bandwidth each school has been using over time and how much the consolidated bandwidth impacts the overall internet connectivity illustrates the need to upgrade the current infrastructure. Data from each school and a projection of what devices wired and wireless are being added in the future points to a trend of increased usage and strain. Demands for more security cameras and devices using more bandwidth at each site adds to the projections of sustained minimum bandwidth needed for each site.

The State Educational Technology Directors Association (SETDA) recommends that for the 2020-21 school years, districts should have at least 10 Gbps per 1,000 users for wide area network (WAN) access. (<https://www.setda.org/wp-content/uploads/2016/09/SETDA-Broadband-ImperativeII-Full-Document-Sept-8-2016.pdf>).

5. FISCAL IMPACT/REVENUE SOURCE

The actual net impact to the district will be approximately \$1,191,393.16 once the E-Rate reimbursements are applied to invoices once work is completed. The initial fiscal impact to this action will be up to and not to exceed ~~\$1,923,106.54~~1,953,393.16 (plus applicable Washington state taxes) from BTA IV funds that covers all hardware and warranty for a five-year period. ~~The actual net impact to the district will be approximately \$1,238,000.00 once the E-Rate reimbursements are applied to invoices.~~ We have allocated the full amount into the BTA IV budget and will apply the discounted amount back to this budget.

The revenue source for this motion is Capital Levy Buildings, Technology and Academics (BTA IV) Wide Area Network (WAN) Modernization and Expansion (Y07310000T).

Expenditure: One-time Annual Multi-Year N/A

Revenue: One-time Annual Multi-Year N/A

6. COMMUNITY ENGAGEMENT

With guidance from the district’s Community Engagement tool, this action was determined to merit the following tier of community engagement:

Not applicable

Tier 1: Inform

Tier 2: Consult/Involve

Tier 3: Collaborate

Initially, the upgrade was part of engagement for the BTA IV Levy. This specific proposed upgrade was discussed at the December 17, 2019 Information Technology Advisory Committee (ITAC) meeting with the committee getting the chance to review the technology proposed and offer feedback. The district’s community engagement tool kit was applied to this proposed upgrade with Tier 2: Consult/Inform being the most applicable level of engagement identified.

7. EQUITY ANALYSIS

Initially the upgrade was part of the Equity Analysis for the BTA IV Levy decision making. The Network is a central core piece of infrastructure that all internet and intranet traffic passes through. Every user (Student, Staff, and Guest) along with building automation and security devices have the same path being used from every school building. This upgrade will increase the speed for every school to make sure we keep equity in the availability to all that allows for more bandwidth where it is needed.

8. STUDENT BENEFIT

Students will experience higher quality internet and intranet access to digital online sources and information encompassed within district resources. They will be able to use online tools including Office 365, applications, and learning systems both internally and on the internet. Higher bandwidth will be available to teachers to use digital content related to student learning.

9. WHY BOARD ACTION IS NECESSARY

Amount of contract initial value or contract amendment exceeds \$250,000 (Policy No. 6220)

- Amount of grant exceeds \$250,000 in a single fiscal year (Policy No. 6114)
- Adopting, amending, or repealing a Board policy
- Formally accepting the completion of a public works project and closing out the contract
- Legal requirement for the School Board to take action on this matter
- Board Policy No. _____, [TITLE], provides the Board shall approve this item
- Other: _____

10. POLICY IMPLICATION

Per Policy No. 6220, Procurement, any contract over \$250,000 must be brought before the Board for approval.

11. BOARD COMMITTEE RECOMMENDATION

This motion was discussed at the Operations Committee meeting on February 7, 2019. The Committee reviewed the motion and moved the item forward to the full Board with a recommendation for consideration.

12. TIMELINE FOR IMPLEMENTATION

Upon approval of this motion, the vendor will start working with the district to plan the upgrade to the district equipment.

13. ATTACHMENTS

- ~~Not Applicable~~ Agreement Fiber Optic Hardware Upgrade/Replacement (for approval)
- Quote # DTKQ65577-0 (for approval)
- RFP Response Scoring Summary (for reference)



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For questions and more information about this document, please contact the following:

Joseph Valenti
Administrative Assistant, Technology Services
jmvalenti@seattleschools.org

- Fiber Optic Network Hardware Upgrade/Replacement Agreement
- Dyntek Quote# DTKQ65577-0
- RFP Response Scoring Summary

**AGREEMENT
FIBER OPTIC NETWORK HARDWARE UPGRADE/REPLACEMENT**

This agreement, Contract No. RFP02850 is effective upon execution by and between Seattle School District No. 1, a Washington municipal corporation (District), and Dyntek Services, Inc., a corporation with its principal place of business in Irvine, California (Contractor). The District and Contractor agree as follows:

1. SCOPE OF WORK AND SCHEDULE

Contractor shall provide services as described in Exhibit A, Scope of Services. Contractor is authorized to proceed upon receipt of this signed Agreement. This contract shall be in effect from the effective date through December 31, 2019. Either party may terminate this Agreement at any time upon thirty (30) days written notice.

2. CONTRACT PRICE

District agrees to pay Contractor an amount Not to Exceed **ONE MILLION, NINE HUNDRED FIFTY-THREE THOUSAND, THREE HUNDRED NINETY-THREE DOLLARS AND SIXTEEN CENTS (\$1,953,393.16)**, plus Washington State sales tax. This amount constitutes compensation for services to perform the work identified in the Request for Proposal No. RFP02850.

- **Performance and Payment Bond** will be based on the January 2, 2019 Quote to perform the work in the amount of \$1,953,393.16.
- **Five (5) Year Software and Hardware Assurance Warranty**
 - **The warranty contained under this Agreement will survive the expiration of this agreement until December 31, 2024.**

This amount shall constitute complete compensation for all costs and fees incurred, including any expenses for meals, travel, lodging, and Washington State sales tax, if applicable. Any increase above this amount will require agreement by the parties.

Compensation will be paid monthly to the extent that Contractor presents documented evidence of fees earned and expenses incurred during the period for which payment is requested, and in no case shall the total compensation exceed the Maximum Authorized Compensation. Contractor shall submit its invoices in the form and according to the schedule prescribed in the General Conditions, to the address listed in paragraph 3.

3. COMMUNICATION

The District's representative for this contract is Eric Kinzel, Project Manager. All correspondence, requests, notices and other communications to the District, in relation to this Agreement, shall be in writing and shall be delivered to:

To the District:

Eric Kinzel
Project Manager
Mail Stop 21-350
Seattle School District No. 1
P.O. Box 34165
Seattle, WA 98124-1165

To Vendor:

Dan Minella
Vice President, Western Region
Dyntek Services, Inc.
7140 Dean Martin Drive, #1100
Las Vegas, NV 89118

Either party may from time to time change such addresses by giving the other party notice of such change in accordance with the provisions in Paragraph 3 above.

4. **CONTRACTOR'S REPORTS**

Contractor shall provide reports as requested by District and as specified in Exhibit A, Scope of Services.

5. **PERSONNEL**

Contractor shall assign the personnel listed in Exhibit B.1, Vendor Proposal, for the performance of the Work and shall not (for so long as they remain in Contractor's employ) reassign or remove any of them without the prior written consent of District.

6. **THIS AGREEMENT INCLUDES THE FOLLOWING ATTACHMENTS:**

Exhibit	Topic
A	Scope of Services
B	Proposal response for RFP02850 dated March 21, 2018: B.1: Vendor Proposal with Price List B.2: List of Schools B.3: District Fiber Network Diagram B.4: Performance and Payment Bond B.5: Retainage Form B.6: Escrow Agreement B.7: January 2, 2019 Quote from Dyntek
C	Addendum No. 1, dated March 14, 2018
D	General Conditions of Personal Services Contract (Short Form)

DYNTEK SERVICES, INC.



Signature

Darlene Pricher

(Contractor Representative)

Contracts Administrator

Title

03-05-2019

Date Signed

13-4067484

Employer I.D. No. or Social Security No.

SEATTLE SCHOOL DISTRICT NO. 1

Signature

Stephen Nielsen

Deputy Superintendent

Title

Date Signed



DynTek Services, Inc.
 5241 California Ave., Suite 150
 Irvine, CA 92617

P: (949) 271-6700
 F: (949) 271-0801

QUOTE

Quote # DTKQ65577-0
Date 01/02/19
PO# Dan Minella

Quote To:

Seattle Public Schools

2445 Third Ave South

Seattle WA 98134
 Ph: Ext.
 Fax:
 E-Mail:

Ship To:

Seattle Public Schools

2445 Third Ave South
 Seattle, WA 98134

Dyntek ERATE SPIN: 143004427

Qty	Part#	Manufacturer	Description	Unit Price	Ext. Price
13	TM3000/II-DC-CU 3	Infinera	TM-3000/II DC, 19"/ETSI/23" CU-SFP/III	\$3,821.58	\$49,680.54
9	FIB-1U/02	Infinera	Fiber mgmt box v2 1U 19"/ETSI/23"	\$162.00	\$1,458.00
82	TM301/II-DC-CU3	Infinera	TM-301/II DC, 19"/ETSI/23" CU-SFP/III	\$1,937.70	\$158,891.40
82	M301/II-FC-KIT	Infinera	M301/II Front Cover Kit	\$209.00	\$17,138.00
19	TRX100014/01	Infinera	CWDM SFP MultiRate, 20dB/40km 1510	\$139.95	\$2,659.05
84	EMXP48/II	Infinera	8xGbE/4x10GbE Eth MuxPonder-IIe	\$3,721.46	\$312,602.64
83	TRX100006	Infinera	SFP,850nm,MM,100-2500Mb/s,100m	\$22.61	\$1,876.63
87	TRX100025	Infinera	SFP,Elec. 10/100/1000Base-T, 100m	\$37.68	\$3,278.16
167	TRX100100	Infinera	SFP+,1310nm,SM,10Gb/s,10km,E-Temp	\$122.72	\$20,494.24
11	EMXP62/II	Infinera	22xGbE/4x10GbE Eth MuxPonder-IIe	\$4,688.16	\$51,569.76
89	TRX100025	Infinera	SFP,Elec. 10/100/1000Base-T, 100m	\$37.68	\$3,353.52
20	TRX100100	Infinera	SFP+,1310nm,SM,10Gb/s,10km,E-Temp	\$122.72	\$2,454.40
7	EMXP/III	Infinera	8xMPO Ethernet MuxPonder-III	\$18,791.38	\$131,539.66
4	PC-2MPO24MM/3 M	Infinera	Patchcord 3m, MPO-MPO 24F, MM	\$153.94	\$615.76
19	EMXP440/III	Infinera	2x100/200G, 12x10G, 1xMPO Ethernet MuxPonder-III	\$13,061.17	\$248,162.23
80	TRX100100	Infinera	SFP+,1310nm,SM,10Gb/s,10km,E-Temp	\$122.72	\$9,817.60
19	TRX100103	Infinera	SFP+,850nm,MM,10Gb/s,300m,E-Temp	\$82.89	\$1,574.91
5	TRX100273	Infinera	CFP2,100G-LR4,1310nm,SM,10km	\$3,303.78	\$16,518.90
14	PC-2MPO24MM/3 M	Infinera	Patchcord 3m, MPO-MPO 24F, MM	\$153.94	\$2,155.16
19	TRX100269/TC	Infinera	CFP2-DCO Universal 100G/200G	\$18,869.97	\$358,529.43
18	MDU8EE919-926	Infinera	MDU8-E/50G-EVEN/919-926	\$1,060.35	\$19,086.30
10	OCM/2P	Infinera	2-port OCM	\$3,976.59	\$39,765.90
19	1X4ROADM-F	Infinera	1x4 ROADM unit F-model	\$5,845.40	\$111,062.60
18	AD1C-2F/1510	Infinera	1ch/2-fiber CWDM AD, 1510nm	\$336.94	\$6,064.92

19	OA2-20/20/CC/LG Infinera	Dual Opt Low Gain Amp C-Band 20dBm	\$5,154.28	\$97,931.32
198	PC-MUMU/2M		\$11.84	\$2,344.32

Qty	Part#	Manufacturer	Description	Unit Price	Ext. Price
		Infinera	Patchcord MU-MU 2,0M		
72	PC-MULC/2M	Infinera	Patchcord MU-LC 2,0M	\$11.84	\$852.48
88	PC-LCLC/0M5	Infinera	Patchcord LC-LC SM 0,5M	\$8.61	\$757.68
18	AKIT-01/OA2-2M	Infinera	Att kit 2m, OA2	\$155.02	\$2,790.36
18	AKIT-02/S-XFP-2M	Infinera	Att kit 2m, 2G5/10G S-XFP (2,4,6dB)	\$58.13	\$1,046.34
1	CU-SFP/III	Infinera	CU v3 with SFP's for OSC	\$968.85	\$968.85
1	FAN4A/M3000/IIS P	Infinera	TM3000/II Fan Unit (Spare Part)	\$294.96	\$294.96
1	M3000/RJ45	Infinera	TM-3000 & /II LAN unit (Spare Part)	\$85.04	\$85.04
1	M3000/DC/II/SP	Infinera	TM-3000 & /II DCv2 Filter (SP)	\$316.49	\$316.49
1	M301/II-DC/1-SP	Infinera	TM-301/II DC filter v1 Sparepart	\$290.66	\$290.66
1	M301/II-FAN/1-SP	Infinera	TM-301/II FAN v1 Sparepart	\$465.05	\$465.05
1	M301/II-DCN-SP	Infinera	TM-301/II DCN unit Sparepart	\$193.77	\$193.77
1	ENM_RTU-31.0	Infinera	ENM RTU SW license R31.0	\$0.00	\$0.00
13	ENM_RTC-CHAS S_L	Infinera	NE RTC license Large (>10U)	\$966.70	\$12,567.10
82	ENM_RTC-CHAS S_M	Infinera	NE RTC license Medium (3U-10U)	\$515.64	\$42,282.48
18	LIC-BW-XTM-200-F-C5	Infinera	Bandwidth License XTM for 200G wavelength	\$3,426.50	\$61,677.00
24	ENM_RTC-L2_HI	Infinera	L2 high capacity tech RTC license	\$1,611.52	\$38,676.48
93	ENM_RTC-L2_LO	Infinera	L2 low capacity tech RTC license	\$644.82	\$59,968.26
18	ENM_RTC-L0-FL EX	Infinera	Flexible photonic tech RTC license	\$580.23	\$10,444.14
27	ENM_RTC-L0-AC T	Infinera	Active photonic tech RTC license	\$515.64	\$13,922.28
16	ICS-TRN-UNIT-10	Infinera	Live Training - 10 Unit Bundle	\$1,076.50	\$17,224.00
1	ICS-TRN-EXP	Infinera	Trainer Travel Expenses	\$2,691.25	\$2,691.25
9	ICS-HWEXP	Infinera	DNA-M Server Hardware, Client fibers, related peripherals	\$5,382.50	\$48,442.50
150	ICS-SERV-EXP	Infinera	Labor for connecting customer system, Legacy Equipment Disposal	\$177.62	\$26,643.00
472	ICS-OSE	Infinera	Legacy Equipment Removal, Throughput testing	\$177.62	\$83,836.64
1	DNA-M_RTU-31.0	Infinera	DNM-M RTU server R31.0 / 5 clients	\$5,044.48	\$5,044.48
9	DNA-M_RTC-NE-L	Infinera	NE RTC license Large (>10U)	\$1,024.83	\$9,223.47
82	DNA-M_RTC-NE-M	Infinera	NE RTC license Medium (3U-10U)	\$608.22	\$49,874.04
1	DNA-M_RTU-L2	Infinera	L2 Service prov + assur per serv	\$3,851.72	\$3,851.72
1	DNA-M_RTU-L0/L1	Infinera	L0&L1 Service prov + assur per serv	\$2,355.38	\$2,355.38
1	DNA-M_RTU-SN MP	Infinera	Northbound SNMP	\$4,104.69	\$4,104.69
15,591	ICS-CH-NBDS-1Y +	Infinera	TAC,SW Sub,NBD Ship	\$5.92	\$92,298.72
9	ICST-TM3000S-RACKCOM	Infinera	TM3000S RACKCOM (install & com), incl. project management.	\$3,229.50	\$29,065.50
4	ICST-TM3000S-RACKCOM-M	Infinera	TM3000S RACKCOM-M (Expansion)	\$1,614.75	\$6,459.00
82	ICST-TM301-RACKCOM	Infinera	TM301 RACKCOM (install & com), incl. project management.	\$3,014.20	\$247,164.40
1	ICST-NMS-INST	Infinera	Network Management setup fee (per server)	\$6,889.60	\$6,889.60
1	Discount	Infinera	SLED Discount	-\$600,000.00	-\$600,000.00

Qty	Part#	Manufacturer	Description	Unit Price	Ext. Price
				SubTotal	\$1,953,393.16
				Sales Tax @0.0862	\$0.00
				Shipping & Handling	\$0.00
				Total	\$1,953,393.16

Terms:	FOB:	Shipping Via:
Net 30	Shipping Point	FedEx Ground

Please contact me if I can be of further assistance.

**Does your company require a Purchase Order in order to process payment? [] YES, Please provide PO with order.
[] NO, Complete Authorization below.**

*****Purchase Authorization*****

I, _____, acting as a duly authorized agent on behalf of Seattle Public Schools, agree that the remittance terms will be net 30 from invoice date subject to credit approval from DynTek Services, Inc. and I agree to accept partial billings as product and/or services are provided. Freight terms are shipping point. The product and/or services are expected to be delivered by _____.

My signature below represents acceptance of this quotation, authorizes the purchase and shipment of product and/or services, including payment terms.

Signature Date

Title

Phone No.

PRICES SUBJECT TO CHANGE. PRICES BASED UPON TOTAL PURCHASE. UNLESS OTHERWISE STATED ALL HARDWARE COMPUTER COMPONENTS ARE COVERED BY THE MANUFACTURERS WARRANTY. WE SPECIFICALLY DISCLAIM ANY AND ALL WARRANTIES INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR WITH REGARD TO ANY LICENSED PRODUCTS. WE SHALL NOT BE LIABLE FOR ANY LOSS OF PROFITS, BUSINESS, GOODWILL, DATA, INTERRUPTION OF BUSINESS, NOR FOR INCIDENTAL OR CONSEQUENTIAL MERCHANTABILITY, FITNESS OF PURPOSE OR DAMAGES RELATED TO THIS AGREEMENT. MINIMUM 20% RESTOCKING FEE WITH ORIGINAL PACKAGING. SHIPPING COST INCLUDED HEREIN IS AN ESTIMATE ONLY. CUSTOMER WILL BE INVOICED ACTUAL AMOUNT AT THE

MAN/WAN RFP Response Scoring

	Existing Infrastructure Compatibility	References	Qualifications and Experience	Accept Ts and Cs	Technical Features	Total Qualification Points	Price Points		Total Points
							Price of Services	TOTAL Price Points	TOTAL Points
VENDOR	5	5	5	5	30	50		50	100
Dyntek	5	3	3	5	18	34	\$ 1,923,106.54	50.0	85
	3	3	1	5	18	30			
	3	3	3	3	18	30			
	5	4	3	5	30	47			
						35.3			
Ednetics	5	5	5	5	18	38	\$ 2,596,427.40	37.0	75
	3	4	5	5	18	35			
	3	3	3	3	18	30			
	5	5	5	5	30	50			
						38.3			
Ciena and Integration Partners	5	5	5	5	18	38	\$ 3,282,681.36	29.3	67
	3	3	4	5	18	33			
	3	3	3	3	18	30			
	5	4	5	5	30	49			
						37.5			