

STATEMENT OF WORK

Project Name:	Palo Alto 5260 Pair Implementation	Seller Representative:	
Customer Name:	MT DIABLO UNIFIED SCHOOL DISTRICT	Jeff Mitchell (847) 465-6000 jeffmit@cdw.com	
CDW Affiliate:	CDW Government LLC		
Date:	March 29, 2021	Solution Architect: Chad Lumsden	
Drafted by:	Connor Grimsley		

This statement of work ("**Statement of Work**" or "**SOW**") is made and entered into on the last date that this SOW is fully executed as set forth below ("**SOW Effective Date**") by and between the undersigned, CDW Government LLC ("**Provider**," and "**Seller**,") and MT DIABLO UNIFIED SCHOOL DISTRICT ("**Customer**," and "**Client**,").

This SOW shall be governed by that certain Sourcewell Vendor Agreement 081419#CDW between CDW Government LLC and Sourcewell effective December 1, 2019 (the "Agreement"). If there is a conflict between this SOW and the Agreement, then the Agreement will control, except as expressly amended in this SOW by specific reference to the Agreement.

PROJECT DESCRIPTION

PROJECT SCOPE

Customer currently has a standalone Palo Alto Networks PA-5220 firewall running PAN-OS version 9.0.1. They are requesting professional services from Seller to assist with the migration of their existing firewall configuration to a new pair of Palo Alto Networks PA-5260 firewalls in an active/passive HA configuration. As part of this project, Seller will perform the following tasks:

- Review configuration of current standalone Palo Alto Networks PA-5220 firewall
- General configuration of two (2) Palo Alto PA-5260 firewalls in an active/passive HA configuration
 - Set the hostname, domain name, date and time
 - Configure Ethernet settings and sub-interfaces
 - Configure appropriate security level of interfaces
 - Configure Virtual Wire or Routed mode
 - Configure IP routing
- Design and configure stateful failover based on High Availability considerations for Customer
 - Configure the Control Link
 - Configure the Data Link
- Creation of security policies

- Review existing Threat Prevention policies
- Review existing URL Filtering policies
- Design and configure WildFire policies
- Define and configure DNS Security policies
- Apply Security Polices to defined security zones
- Analysis and basic tuning of Threat Prevention, URL Filtering, and DNS Security policies

PROJECT PLAN

PLANNING

The planning phase consists of the following:

- Project Kickoff The project team will be chartered and staff will be assigned to project roles. The team will review Customer's needs, discuss/revise the project scope and assumptions, and finalize logistical details.
- Inventory Hardware Seller staff will inventory, document, and hardware power-on test. Issues with faulty hardware, as well as inventory discrepancies, will be identified and resolved.
- Project Planning Members of the project team will develop a detailed project plan and test plan for the Palo Alto Firewall with Next Generation Services deployment.

DESIGN

Seller will conduct a detailed design session with the project team. The goal of this design session is to identify and address architectural, security, and device management requirements. The design phase consists of the following sub-phases:

- Analysis Seller and Customer technical staff will work together to:
 - Review network architecture and technical specifications
 - Analyze hardware configuration
 - Review industry best practices in order to develop baseline design information.
- Network Design Seller staff will lead an effort to:
 - Develop the final design
 - Identify all security zones on the network
 - Map security zones to physical and virtual interfaces on the Firewall
- Documentation Seller staff will document and diagram the Firewall with Next Generation Services design, including VPN

STAGING

The process for staging, configuring and testing the Palo Alto Firewall can be further detailed as follows:

- Unpack the hardware
- Racking, cabling, and powering hardware equipment
- Upgrade the Firewall software to meet the standards specified in the design phase
- Migrated firewall configuration to the specifications documented in the design phase
- Execute the test plan developed during the planning phase to ensure proper design and configuration

PALO ALTO FIREWALL IMPLEMENTATION

The process for implementing the Palo Alto firewalls can be further detailed as follows:

- During a scheduled change period, the Palo Alto firewalls will be placed into production.
- Seller will work with Customer to perform application testing to validate the implemented firewall policy developed in the design phase of this project
- Remote User VPN connectivity will be tested (if applicable)
- Site to Site VPN connectivity will be tested (if applicable)

Seller will provide day one support on the first production day following the cutover

PALO ALTO SERVICES IMPLEMENTATION

The process for implementing the Palo Alto Services on the firewall can be further detailed as follows:

- Existing Threat Prevention policies will be reviewed and recommendations or changes to configuration will be applied to begin creating a tuned ruleset based upon the initial network discovery information
- Existing URL filtering policies will be reviewed and recommendations or changes to configuration will be applied for web browsing and reporting
- An initial DNS Security Policy will be created to protect the environment by providing enhanced DNS sinkholing capabilities by querying DNS Security, an extensible cloud-based service capable of generating DNS signatures using advanced predictive analytics and machine learning

If a malware outbreak is identified Seller will assist Customer in identifying and remediating the infected hosts. If the outbreak is determined to be severe and Customer wishes Seller assistance with remediation a Change Order may be required for additional remediation efforts.

KNOWLEDGE TRANSFER

Seller will provide up to four (4) hours of knowledge transfer for the Palo Alto Management interface. Topics include operational tasks, managing security policies and updates.

PROJECT CLOSURE

This phase signifies the end of the project. All services in the Description of Services section of this document are completed and all items to be provided are received by Customer.

CUSTOMER RESPONSIBILITIES

Customer is responsible for the following:

- 1. Provide a four (4) hour maintenance window(s) outside of standard business hours to allow for the cutover and testing of all firewall services to the new PA-5260 firewalls
- 2. If applicable, configuration of their LDAP environment when integrating with the Palo Alto solution. Seller will provide guidance on the required configuration for integration
- 3. Customer will provide documentation for required connectivity through the firewall that includes source IP, destination IP, port, protocol information, and network address translation requirements. If traffic analysis is required to determine the appropriate connectivity information; it may result in a revision of the services estimate.
- 4. Customer is responsible for all change control procedures and notifications that are necessary for the performance of this project
- 5. Customer is responsible for application testing performed during cutover(s)
- 6. Customer will provide full access to all network devices within the scope of this project to Seller
- 7. Customer is responsible for any additional hardware, software, certificates, and licenses that are required for installation
- 8. Customer is responsible for interpreting firewall configuration or provide a resource who is familiar with the existing solution
- 9. If applicable, customer will provide at least one (1) domain member computer for installation of the Palo Alto User-ID agent to allow for user policy creation

PROJECT ASSUMPTIONS

- 1. Customer will provide Seller staff with appropriate physical and network access to implement configurations defined in this statement of work
- 2. There is adequate power, UPS, rack space, and network connectivity for the devices included on the bill of materials
- 3. For the Next Generation services, Seller will review and/or configure up to:

- a. One (1) Vulnerability Protection Profile
- b. One (1) Zone Protection Profile
- c. One (1) File Blocking Profile
- d. One (1) Wildfire Analysis Profile
- e. Two (2) URL Filtering Profile
- f. One (1) Antivirus and Spyware Profile
- g. Two (2) DNS Security Profiles
- h. One (1) Global Protect Gateway Profile
- i. One (1) Global Protect Portal
- 4. Training documentation is not part of this project.
- 5. For Migration Deployments:
 - a. Firewall configurations will be migrated 'as-is'.
 - b. Migrations may be manual and/or use Palo Alto's Firewall Migration Tool. ***Note Palo Alto Migration Tool only supports limited vendors and limited features within the configuration***
 - c. Seller will configure no more than two (2) Interfaces
 - d. Seller will configure no more than two (2) Zones
 - e. In addition, Seller will configure no more than ten (10) Security Policies
 - f. In addition, Seller will configure no more than five (5) Network Address Translation (NAT) or Port Address Translation (PAT) entries.

OUT OF SCOPE

Tasks outside this SOW include, but are not limited to:

- 1. Configuration of any other network equipment not directly related task of implementing the Palo Alto Firewall with Next Generation services and configuring required services. Within scope are minor changes to existing network infrastructure that may need to occur to accommodate required services, such as VLAN configurations, routing, and AAA (authentication, authorization, accounting) services.
- 2. Custom Vulnerability Protect Profile Creation
- 3. Custom App ID creation
- 4. Firewall Configuration Cleanup and Optimization
- 5. Certificate distribution of certificates or configuration of existing PKI solution
- 6. Any configuration not specifically called out in this Scope of Work

Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order

ITEM(S) PROVIDED TO CUSTOMER

Table 1- Item(s) Provided to Customer

Item	Description	Format
Design and As-Built Document	A detailed design and as-built document including any Next-Generation Services and/or VPN services	PDF
Network Diagram	Diagram of logical and physical connectivity	Visio

GENERAL RESPONSIBILITIES AND ASSUMPTIONS

• Customer is responsible for providing all access that is reasonably necessary to assist and accommodate Seller's performance of the Services.

- Customer will provide in advance and in writing, and Seller will follow, all applicable Customer's facility's safety and security rules and procedures.
- Customer is responsible for security at all Customer-Designated Locations; Seller is not responsible for lost or stolen equipment, other than solely as a result of Seller's gross negligence and willful misconduct.
- This SOW can be terminated by either party without cause upon at least fourteen (14) days' advance written notice.

PROJECT MANAGEMENT

Seller will assign a project management resource to perform the following activities during the project:

Kickoff Meeting. Review SOW including project objectives and schedule, logistics, identify and confirm project participants and discuss project prerequisites.

Project Schedule or Plan. A project schedule that details the schedule and resources assigned to the project. The schedule should align with the estimated project duration as established in the Project Scheduling section.

Status Meetings and Reports. Status meetings will be conducted on a regular cadence schedule based on agreement with stakeholders, the estimated project duration and budget available. During these meetings, the Seller and you will discuss action items, tasks completed, tasks outstanding, risks, issues, key decisions and conduct a budget review.

Change Management. When a change to a project occurs, the Seller's project change control process will be utilized. **Project Closure.** Once verbal scope completion is confirmed, a written Project Closure Acceptance will be provided for client to formally acknowledge. If desired, the project team will meet to recap, answering any questions address project transition activities and next steps.

Project Management

A Project Manager is assigned and provides the following:

- Coordinates and facilitates kickoff, status (at agreed upon intervals) and close out calls
- Documents and distributes meeting notes/action items for all calls
- Creates and distributes escalation and contact lists
- Conducts regular status meetings to proactively identify any issues that may arise in order to mitigate risk
- Facilitates any necessary change orders and administrative tasks as necessary
- Monitors project scope and expectations
- Identifies and manages project risks
- Monitors the status and progress of the project and the quality of items provided
- Communicates at regular intervals, as agreed upon
- Acts as the main POC to customer, if requested

Ensures project timelines, dependencies, budgets and closure are met within the project lifecycle

CONTACT PERSONS

Each Party will appoint a person to act as that Party's point of contact ("**Contact Person**") as the time for performance nears and will communicate that person's name and information to the other Party's Contact Person.

Customer Contact Person is authorized to approve materials and Services provided by Seller, and Seller may rely on the decisions and approvals made by the Customer Contact Person (except that Seller understands that Customer may require a different person to sign any Change Orders amending this SOW). The Customer Contact Person will manage all communications with Seller, and when Services are performed at a Customer-Designated Location, the Customer Contact Person will be present or available. The Parties' Contact Persons shall be authorized to approve changes in personnel and associated rates for Services under this SOW.

CHANGE MANAGEMENT

This SOW may be modified or amended only in a writing signed by both Customer and Seller, generally in the form provided by Seller ("**Change Order**"). Services not specified in this SOW are considered out of scope and will be addressed with a separate SOW or Change Order.

In the event of a conflict between the terms and conditions set forth in a fully executed Change Order and those set forth in this SOW or a prior fully executed Change Order, the terms and conditions of the most recent fully executed Change Order shall prevail.

PROJECT SCHEDULING

Customer and Seller, who will jointly manage this project, will together develop timelines for an anticipated schedule ("Anticipated Schedule") based on Seller's project management methodology. Any dates, deadlines, timelines or schedules contained in the Anticipated Schedule, in this SOW or otherwise, are estimates only, and the Parties will not rely on them for purposes other than initial planning.

- The following scheduling scenarios that trigger delays and durations to extend beyond what's been planned may require a change order:
 - Site preparation, such as power, cabling, physical access, system access, hardware/software issues, etc. must be completed in a timely manner.
 - Project tasks delegated to customer PMs/Engineers/Techs/Management/Resources must be completed in a timely manner. For example, in the event a project 's prioritization is demoted, and customer resources are reallocated causing the project's schedule to extend on account of experiencing interruptions to its momentum requiring complete stop(s) and start(s).
 - External projects/dependencies that may have significant impact on the timeline, schedule and deliverables. It is our assumption that every reasonable attempt will be made to mitigate such situations.

TOTAL FEES

The total fees due and payable under this SOW ("**Total Fees**") include both fees for Seller's performance of work ("**Services Fees**") and any other related costs and fees specified in the Expenses section ("**Expenses**").

Seller will invoice for Total Fees. Customer will pay invoices containing amounts authorized by this SOW in accordance with the terms of the Agreement. Unless otherwise specified, taxes will be invoiced but are not included in any numbers or

calculations provided herein. Any objections to an invoice must be communicated to the Seller Contact Person within fifteen (15) days after receipt of the invoice.

SERVICES FEES

Services Fees hereunder are FIXED FEES, meaning that the amount invoiced for the Services will be \$16,380.00.

The invoiced amount of Services Fees will equal the amount of fees applicable to each completed project milestone (see Table below).

Table – Services Fees

Milestone	Percentage	Fee
Signed SOW	25%	\$4,095.00
Planning and Design	50%	\$8,190.00
Project Completion	25%	\$4,095.00
Totals	100%	\$16,380.00

EXPENSES

Neither travel time nor direct expenses will be billed for this project.

Travel time will not be billed for this project.

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the locations specified on the attached Exhibit ("Customer-Designated Locations").

EXHIBIT A

CUSTOMER-DESIGNATED LOCATIONS

Seller will provide Services benefiting the following locations ("Customer-Designated Locations").

Location(s)	Address
District Office	1936 Carlotta Drive, Concord, CA 94519