

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
STRATEGIC PRODUCTS AND SERVICES, LLC
FOR
CISCO PHONE SYSTEM UPGRADE PROJECT**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and Strategic Products and Services, LLC ("Consultant" or "Contractor") (together sometimes referred to as the "Parties") as of July 17, 2017 (the "Effective Date").

Section 1. PRODUCTS AND SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultant shall provide to City the products and services described in the Scope of Work ("SOW") attached as Exhibit A at the time and place and in the manner specified therein. In the event of a conflict in or inconsistency between the terms of this Agreement and Exhibit A, the Agreement shall prevail.

- 1.1 Term of Services.** The term of this Agreement shall begin on the Effective Date and shall end on December 31, 2017 the date of completion specified in Exhibit A, and Consultant shall complete the work described in Exhibit A on or before that date, unless the term of the Agreement is otherwise terminated or extended, as provided for in Section 8. The time provided to Consultant to complete the services required by this Agreement shall not affect the City's right to terminate the Agreement, as referenced in Section 8.
- 1.2 Standard of Performance.** Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged.
- 1.3 Assignment of Personnel.** Consultant shall assign only competent personnel to perform services pursuant to this Agreement. In the event that City, in its sole discretion, at any time during the term of this Agreement, desires the reassignment of any such persons, Consultant shall, immediately upon receiving notice from City of such desire of City, reassign such person or persons, provided that Consultant shall not be in breach of this Agreement for any delays caused by City's request to reassign Consultant personnel.
- 1.4 Time.** Consultant shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary to meet the standard of performance provided in Subsection 1.2 above and to satisfy Consultant's obligations hereunder.
- 1.5 City of San Leandro Living Wage Rates.** This contract may be covered by the City of San Leandro Living Wage Ordinance (LWO). Bidder's attention is directed to the San Leandro Municipal Code, Title 1, Chapter 6, Article 6. Successful Bidder must submit completed self-certification form and comply with the LWO if covered.
- 1.6 Product and Services Warranty.** Contractor is a reseller of certain manufacturers' products and services and warrant that Contractor is authorized to sell the products and services provided to City pursuant to this Agreement. City will receive the manufacturer's original warranty on the products purchased pursuant to this Agreement and Contractor

provides no other actual or implied product warranty of any kind. Subject to the manufacturer's warranty and the applicable services warranty provided by Contractor below, the product is provided as is. The warranty period for time and materials, implementation, installation and/or professional services deliverables will be thirty (30) days from the date on which Contractor informs City that the work is functionally complete. If City purchased full service Smart Net Maintenance Service at the time of the original sale, then labor will be provided at no extra charge during the contract period, otherwise Contractor then current labor charges will apply.

- 1.7 **City's Responsibility.** City is responsible for the manner in which it uses the products and services provided pursuant to this Agreement, including the maintenance and security of City facilities; choice of equipment; software; related services; and all other matters related to how City uses such products and services. In the event that the products contain manufacturer's software, City shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an order from Contractor. City will provide Contractor with all necessary access to the equipment and facilities subject to City's normal security policies and pursuant to this Agreement. City will allow Contractor technicians to conduct a comprehensive operation and performance evaluation of any equipment provided, installed, serviced, or maintained by a vendor other than Contractor. During evaluation, City will make all equipment and services intended for use with the products and services available to Contractor technicians, including computers, auxiliary audio and video sources, and all network and telecommunications services (ex: LAN, IP and ISDN).

Section 2. COMPENSATION. City hereby agrees to pay Consultant a sum not to exceed \$295,853.61 notwithstanding any contrary indications that may be contained in Consultant's proposal, for products and services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Consultant's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Consultant for services rendered pursuant to this Agreement at the time and in the manner set forth herein. The payments specified below shall be the only payments from City to Consultant for product delivered and services rendered pursuant to this Agreement. Consultant shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Consultant shall not bill City for duplicate services performed by more than one person.

Consultant and City acknowledge and agree that compensation paid by City to Consultant under this Agreement is based upon Consultant's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Consultant. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Consultant and its employees, agents, and subcontractors may be eligible. City therefore has no responsibility for such contributions beyond compensation required under this Agreement.

- 2.1 Invoices.** City agrees to pay an amount equal to fifty percent (50%) of the total charge for product, and fifty percent (50%) of total charge for services upon execution of this Agreement. The remaining balance of product charges, shipping, plus applicable taxes, is due upon delivery of product pursuant to this Agreement. The remaining balance of charges for services, plus applicable taxes, is due upon final invoice. Risk of loss of the product will pass to City upon shipment and City is responsible for providing and maintaining insurance against loss for the full replacement value of the products. Title to the products will pass to City when Contractor receives full payment for the products. Recurring charges for Smart Net Maintenance Services are invoiced in advance. City must pay all applicable taxes when invoiced. Invoices are due within thirty (30) days of the date of invoice. For past due invoices, City agrees to pay late payment charges of one and one-half percent (1.5%) of the overdue amount per month, or the maximum lawful amount, whichever is less. In the event of a disputed invoice, City agrees to pay the entire undisputed amount of such invoice by the due date and to include with the remittance sufficient detail for Contractor to ascertain what amount is in dispute and why. The Parties shall use good faith efforts to reconcile the disputed amount within thirty (30) days of receiving notification of any dispute. After one hundred and twenty (120) days any disputes unresolved at that time shall be referred to a collection agency at Contractor discretion.
- 2.2 Total Payment.** City shall pay for the products and services to be rendered by Consultant pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Consultant in rendering services pursuant to this Agreement. City shall make no payment for any extra, further, or additional service pursuant to this Agreement.
- In no event shall Consultant submit any invoice for an amount in excess of the maximum amount of compensation provided above either for a task or for the entire Agreement, unless the Agreement is modified prior to the submission of such an invoice by a properly executed change order or amendment.
- 2.3 Hourly Fees.** Fees for work performed by Consultant on an hourly basis shall not exceed the amounts shown on the compensation schedule attached hereto as Exhibit B.
- 2.4 Reimbursable Expenses.** Reimbursable expenses are specified in Exhibit B, and shall not exceed \$0.00. Expenses not listed in Exhibit B are not chargeable to City. Reimbursable expenses are included in the total amount of compensation provided under this Agreement that shall not be exceeded.
- 2.5 Payment of Taxes.** Consultant is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes.
- 2.6 Payment upon Termination.** In the event that the City or Consultant terminates this Agreement pursuant to Section 8, the City shall compensate the Consultant as follows:

Product. If City cancels a product order, all product must be returned in resalable condition which means it is undamaged, factory sealed in the original manufacturers' packaging, and is complete with all manuals, cables, etc. Prior to returning the product, City must request a Return Material Authorization ("RMA") through Consultant's customer service department. City is responsible for shipping the product(s) back to Consultant. If after receiving and inspecting the product, Consultant finds it meets the requirements above, Consultant will credit City account the applicable value of the returned product less a restocking fee of fifteen percent (15%). Restocking fee shall not be charged if product was deficient and not in proper working order. If Consultant determines that the product is not resalable, Consultant will send the product back to City and no credit will apply. If product is sub-standard and not in proper working order, Consultant shall keep product and credit the City for the deficient product. Licenses and all other special order items are non-returnable.

Services. City agrees to pay for time and material services rendered up to and through the effective date of cancellation as per section 8.1. City may terminate installation, implementation and/or professional services upon ten (10) days advance written notification sent to Consultant's address in section 10.10 and payment of the fees specified in Exhibit B for such service(s) up to and through the effective date of termination plus all non-refundable out-of-pocket expenses.

Maintenance. If City purchases Smart Net Maintenance Services, the termination charge to cancel the order before the term is over is an amount equal to the payments for the remaining term, therefore City would not be entitled to a refund of any pre-paid amounts.

- 2.7 Authorization to Perform Services.** The Consultant is not authorized to perform any services or incur any costs whatsoever under the terms of this Agreement until receipt of authorization from the Contract Administrator.

Section 3. FACILITIES AND EQUIPMENT. Except as set forth herein, Consultant shall, at its sole cost and expense, provide all facilities and equipment that may be necessary to perform the services required by this Agreement. City shall make available to Consultant only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Consultant shall make a written request to City to use facilities or equipment not otherwise listed herein.

- 3.1 Safety Requirements.** In accordance with generally accepted construction practices and state law, Contractor shall be solely and completely responsible for conditions on the jobsite, including safety of all persons and property during performance of the work. This requirement shall apply continuously and not be limited to normal working hours.

Contractor shall take all necessary precautions and provide all necessary safeguards to prevent personal injury and property damage. Contractor shall provide protection for all persons including, but not limited to, its employees and employees of its subcontractors;

members of the public; and employees, agents, and representatives of the City and regulatory agencies that may be on or about the work.

The services of the City in conducting review and inspection of Contractor's performance is not intended to include review of the adequacy of Contractor's work methods, equipment, bracing or scaffolding, or safety measures, in, on, or near any Contractor jobsite.

All work and materials shall be in strict accordance with all applicable state, city, county, and federal rules, regulations and codes, with specific attention to the United States Department of Labor Occupational Health and Safety Administration (OSHA) requirements. Contractor shall be solely responsible for compliance with all city, county, and state explosive transport, storage, and blasting requirements and for any damages caused by such operations.

Contractor is hereby informed that work on City property could be hazardous. Contractor shall carefully instruct all personnel working on City property that all conditions of the property are potentially hazardous work areas as to potential dangers and shall provide such necessary safety equipment and instructions as are necessary to prevent injury to personnel and damage to property. Special care shall be exercised relative to work underground.

In addition to complying with all other safety regulations, Contractor shall abide by any and all other City requirements contained in any specifications, special conditions or manuals, which shall be made available by City upon request.

Contractor shall provide and maintain all necessary safety equipment such as fences, barriers, signs, lights, walkways, guards, and fire prevention and fire-fighting equipment and shall take such other action as is required to fulfill its obligations under this section. It is the intent of the City to provide a safe working environment under normal conditions. CONTRACTOR IS ADVISED THAT CITY'S OPERATIONS AND PROPERTY ARE INHERENTLY HAZARDOUS BECAUSE OF CONDITIONS SUCH AS CONFINED SPACES, POTENTIALLY EXPLOSIVE ATMOSPHERES, AND POSSIBLE EXPOSURE TO PATHOGENS.

Contractor shall maintain all portions of the jobsite in a neat, clean, and sanitary condition at all times.

Contractor shall keep adequate first aid facilities and supplies available and instruction in first aid for its employees shall be given.

Section 4. INSURANCE REQUIREMENTS. Before fully executing this Agreement, Consultant, at its own cost and expense, unless otherwise specified below, shall procure the types and amounts of insurance listed below against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Consultant shall provide proof satisfactory to City of such insurance that meets the requirements of this section and under forms of

insurance satisfactory in all respects, and that such insurance is in effect prior to beginning work to the City. Consultant shall maintain the insurance policies required by this section throughout the term of this Agreement. The cost of such insurance shall be included in the Consultant's bid. Consultant shall not allow any subcontractor to commence work on any subcontract until Consultant has obtained all insurance required herein for the subcontractor(s) and provided evidence that such insurance is in effect to City. VERIFICATION OF THE REQUIRED INSURANCE SHALL BE SUBMITTED AND MADE PART OF THIS AGREEMENT PRIOR TO EXECUTION. Consultant shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Consultant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Consultant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 per accident. In the alternative, Consultant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code. Determination of whether a self-insurance program meets the standards of the California Labor Code shall be solely in the discretion of the Contract Administrator.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the entity for all work performed by the Consultant, its employees, agendas, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section; and
- b. Waiver of Subrogation Endorsement as required by the section.

4.2 Commercial General and Automobile Liability Insurance.

4.2.1 General Requirements. Contractor, at its own cost and expense, shall maintain commercial general liability insurance for the term of this Agreement in an amount not less than \$1,000,000 and automobile liability insurance for the term of this Agreement in an amount not less than \$1,000,000 per occurrence, combined single limit coverage for risks associated with the work contemplated by this Agreement. If a Commercial General Liability Insurance or an Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection

against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

4.2.2 Minimum Scope of Coverage. Commercial general coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (most recent edition) covering comprehensive General Liability on an “occurrence” basis. Automobile coverage shall be at least as broad as Insurance Services Office Automobile Liability form CA 0001, Code 1 (any auto). No endorsement shall be attached limiting the coverage.

4.2.3 Additional Requirements. Each of the following shall be included in the insurance coverage or added as a certified endorsement to the policy:

- a. The Insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.
- b. City, its officers, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired, or borrowed by the Consultant.
- c. Consultant hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Consultant agrees to obtain any endorsements that may be necessary to affect this waiver of subrogation.
- d. For any claims related to this Agreement or the work hereunder, the Consultant’s insurance covered shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Consultant’s insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Consultant shall submit the following:

- a. Certificate of Liability Insurance in the amounts specified in the section;
- b. Additional Insured Endorsement as required by the section;
- c. Waiver of Subrogation Endorsement as required by the section; and
- d. Primary Insurance Endorsement as required by the section.

4.3 Professional Liability Insurance.

4.3.1 General Requirements. Consultant, at its own cost and expense, shall maintain for the period covered by this Agreement professional liability insurance for licensed professionals performing work pursuant to this Agreement in an amount not less than \$1,000,000 covering the licensed professionals' errors and omissions. Any deductible or self-insured retention shall not exceed \$150,000 per claim.

4.3.2 Claims-Made Limitations. The following provisions shall apply if the professional liability coverage is written on a claims-made form:

- a. The retroactive date of the policy must be shown and must be before the date of the Agreement.
- b. Insurance must be maintained and evidence of insurance must be provided for at least 5 years after completion of the Agreement or the work, so long as commercially available at reasonable rates.
- c. If coverage is canceled or not renewed and it is not replaced with another claims-made policy form with a retroactive date that precedes the date of this Agreement, Consultant shall purchase an extended period coverage for a minimum of 5 years after completion of work under this Agreement.
- d. A copy of the claim reporting requirements must be submitted to the City for review prior to the commencement of any work under this Agreement.

4.3.3 Additional Requirements. Contractual liability shall be included in the policy.

4.3.4 Submittal Requirements. To comply with Subsection 4.3, Consultant shall submit the Certificate of Liability Insurance in the amounts specified in the section.

4.4 All Policies Requirements.

4.4.1 Acceptability of Insurers. All insurance required by this section is to be placed with insurers with a Bests' rating of no less than A:VII.

4.4.2 Verification of Coverage. Prior to beginning any work under this Agreement, Consultant shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Consultant by the insurer, including complete copies of all endorsements attached to the policies. All copies of Certificates of Liability Insurance and certified endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf. If the City does not receive the required insurance documents prior to the Consultant beginning work, it shall not waive the Consultant's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.

- 4.4.3 Deductibles and Self-Insured Retentions.** Consultant shall disclose to and obtain the written approval of City for the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, employees, and volunteers; or the Consultant shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.4.4 Wasting Policies.** No policy required by this Section 4 shall include a “wasting” policy limit (i.e. limit that is eroded by the cost of defense).
- 4.4.5 Endorsement Requirements.** Each insurance policy required by Section 4 shall be endorsed to state that coverage shall not be canceled by either party, except after 30 days’ prior written notice has been provided to the City.
- 4.4.6 Subcontractors.** Consultant shall include all subcontractors as insureds under its policies or shall furnish separate certificates and certified endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

4.5 Remedies. In addition to any other remedies City may have if Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Consultant’s breach:

- Order Consultant to stop work under this Agreement or withhold any payment that becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement.

Section 5. **INDEMNIFICATION AND CONSULTANT’S RESPONSIBILITIES.** Refer to the attached Exhibit C, which is incorporated herein and made a part of this agreement.

Section 6. **STATUS OF CONSULTANT.**

6.1 Independent Contractor. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of City. City shall have the right to control Consultant only insofar as the results of Consultant’s services rendered pursuant to this Agreement and assignment of personnel pursuant to Subsection 1.3; however, otherwise City shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing services under this

Agreement shall not qualify for or become entitled to, and hereby agree to waive any and all claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in the California Public Employees Retirement System (PERS) as an employee of City and entitlement to any contribution to be paid by City for employer contributions and/or employee contributions for PERS benefits.

- 6.2 Consultant Not an Agent.** Except as City may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

Section 7. LEGAL REQUIREMENTS.

- 7.1 Governing Law.** The laws of the State of California shall govern this Agreement.
- 7.2 Compliance with Applicable Laws.** Consultant and any subcontractors shall comply with all laws and regulations applicable to the performance of the work hereunder, including but not limited to, the California Building Code, the Americans with Disabilities Act, and any copyright, patent or trademark law. Consultant's failure to comply with any law(s) or regulation(s) applicable to the performance of the work hereunder shall constitute a breach of contract.
- 7.3 Other Governmental Regulations.** To the extent that this Agreement may be funded by fiscal assistance from another governmental entity, Consultant and any subcontractors shall comply with all applicable rules and regulations to which City is bound by the terms of such fiscal assistance program.
- 7.4 Licenses and Permits.** Consultant represents and warrants to City that Consultant and its employees, agents, and any subcontractors have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required to practice their respective professions. Consultant represents and warrants to City that Consultant and its employees, agents, any subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required to practice their respective professions. In addition to the foregoing, Consultant and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.5 Nondiscrimination and Equal Opportunity.** Consultant shall not discriminate, on the basis of a person's race, religion, color, national origin, age, physical or mental handicap or disability, medical condition, marital status, sex, or sexual orientation, against any employee, applicant for employment, subcontractor, bidder for a subcontract, or participant in, recipient of, or applicant for any services or programs provided by Consultant under this Agreement. Consultant shall comply with all applicable federal, state, and local laws, policies, rules, and requirements related to equal opportunity and nondiscrimination in employment, contracting, and the provision of any services that are the subject of this

Agreement, including but not limited to the satisfaction of any positive obligations required of Consultant thereby.

Consultant shall include the provisions of this Subsection in any subcontract approved by the Contract Administrator or this Agreement.

Section 8. TERMINATION AND MODIFICATION.

8.1 Termination. City may cancel this Agreement at any time and without cause upon ten (10) days written notification to Consultant's address in section 10.10.

Consultant may cancel this Agreement upon ten (10) days' written notice to City and shall include in such notice the reasons for cancellation.

In the event of termination, Consultant shall be entitled to compensation in accordance with Section 2 of the Agreement Consultant will deliver to City all deliverables (whether complete or incomplete) and any other City materials provided to Consultant or prepared for Consultant by the City in connection with this Agreement.

8.2 Extension. City may, in its sole and exclusive discretion, extend the end date of this Agreement beyond that provided for in Subsection 1.1. Any such extension shall require a written amendment to this Agreement, as provided for herein. Consultant understands and agrees that, if City grants such an extension, City shall have no obligation to provide Consultant with compensation beyond the maximum amount provided for in this Agreement. Similarly, unless authorized by the Contract Administrator, City shall have no obligation to reimburse Consultant for any otherwise reimbursable expenses incurred during the extension period.

8.3 Amendments. The Parties may amend this Agreement only by a writing signed by all the Parties.

8.4 Assignment and Subcontracting. City and Consultant recognize and agree that this Agreement contemplates personal performance by Consultant and is based upon a determination of Consultant's unique personal competence, experience, and specialized personal knowledge. Moreover, a substantial inducement to City for entering into this Agreement was and is the professional reputation and competence of Consultant. Consultant may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Consultant shall not subcontract any portion of the performance contemplated and provided for herein, other than to the subcontractors noted in the proposal, without prior written approval of the Contract Administrator.

8.5 Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating liability between City and Consultant shall survive the termination of this Agreement.

8.6 **Options upon Breach by Consultant.** If Consultant materially breaches any of the terms of this Agreement, City's remedies shall include, but are not limited to, the following:

8.6.1 Immediately terminate the Agreement;

8.6.2 Retain the plans, specifications, drawings, reports, design documents, and any other work product prepared by Consultant pursuant to this Agreement;

8.6.3 Retain a different consultant to complete the work described in Exhibit A not finished by Consultant;

Section 9. KEEPING AND STATUS OF RECORDS.

9.1 **Records Created as Part of Consultant's Performance.** All reports, data, maps, models, charts, studies, surveys, photographs, memoranda, plans, studies specifications, records, files, or any other documents or materials, in electronic or any other form, excluding Consultant intellectual property that Consultant prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Consultant hereby agrees to deliver those documents to the City upon termination of the Agreement. It is understood and agreed that the documents and other materials, including but not limited to those described above, prepared pursuant to this Agreement are prepared specifically for the City and are not necessarily suitable for any future or other use. City and Consultant agree that, until final approval by City, all data, plans, specifications, reports and other documents are confidential and will not be released to third parties without prior written consent of both Parties. Consultant is a reseller of certain manufacturers' products. The ownership of software associated with the products shall remain with the manufacturer of such software, and the City agrees to fully comply with the manufacturer's end user license for such software at all times. Each party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other party as is necessary for the other party's performance under this Agreement. In addition, Consultant will own any intellectual property that it develops, creates, or otherwise acquires, excluding City's intellectual property, while performing the services, unless otherwise mutually agreed to and expressly set forth in Exhibit A. For services that are purchased, developed, or created under this Agreement, upon receipt of City's payment for such services, Consultant hereby grants City a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the services as originally configured and deployed for the limited purpose of conducting City internal business. Consultant reserves all other intellectual property rights not expressly granted herein

9.2 **Consultant's Books and Records.** Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the City under this Agreement for a minimum of 3 years, or for any longer period required by law, from the date of final payment to the Consultant to this Agreement.

- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Consultant to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon prior written request of the City. Under California Government Code Section 8546.7, if the amount of public funds expended under this Agreement exceeds \$10,000.00, the Agreement shall be subject to the examination and audit of the State Auditor, at the request of City or as part of any audit of the City, for a period of 3 years after final payment under the Agreement. Consultant will not be obligated to supply City proprietary information about its costs or confidential information of its customers or suppliers except where such information is required to verify unexpected or non-recurring costs included in an invoice to City.

Section 10. MISCELLANEOUS PROVISIONS.

- 10.1 **Attorneys' Fees.** If a party to this Agreement brings any action, including an action for declaratory relief, to enforce or interpret the provision of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which that party may be entitled. The court may set such fees in the same action or in a separate action brought for that purpose.
- 10.2 **Venue.** In the event that either party brings any action against the other under this Agreement, the Parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Alameda or in the United States District Court for the Northern District of California.
- 10.3 **Severability.** If a court of competent jurisdiction finds or rules that any provision of this Agreement is invalid, void, or unenforceable, the provisions of this Agreement not so adjudged shall remain in full force and effect. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
- 10.4 **No Implied Waiver of Breach.** The waiver of any breach of a specific provision of this Agreement does not constitute a waiver of any other breach of that term or any other term of this Agreement.
- 10.5 **Successors and Assigns.** The provisions of this Agreement shall inure to the benefit of and shall apply to and bind the successors and assigns of the Parties.
- 10.6 **Use of Recycled Products.** Consultant shall use commercially reasonable efforts to prepare and submit all reports, written studies and other printed material on recycled paper to the extent such paper is available, and at equal or less cost than virgin paper.
- 10.7 **Conflict of Interest.** Consultant may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Consultant in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Consultant shall not employ any City official in the work performed pursuant to this Agreement. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Section 1090 *et seq.*

Consultant hereby warrants that it is not now, nor has it been in the previous 12 months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous 12 months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of California Government Code Section 1090 *et seq.*, and, if applicable, will be disqualified from holding public office in the State of California.

- 10.8 Solicitation.** Consultant agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.9 Contract Administration.** This Agreement shall be administered by Anton D. Batalla ("Contract Administrator"). All correspondence shall be directed to or through the Contract Administrator or his or her designee.
- 10.10 Notices.** Any written notice to Consultant shall be sent to:

Strategic Products and Services, LLC
Attn: Legal Department
300 Littleton Road, Suite 200
Parsippany, NJ 07054

Any written notice to City shall be sent to:
Anton D. Batalla
Information Technology Division
835 East 14th Street
San Leandro, CA 94577

With a copy to:
City of San Leandro
Department of Finance
c/o Purchasing Technician
835 East 14th Street
San Leandro, CA 94577

10.11 Integration. This Agreement, including the scope of work attached hereto and incorporated herein as Exhibits A, B, and C represents the entire and integrated agreement between City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral.

<u>Exhibit A</u>	Scope of Services
<u>Exhibit B</u>	Compensation Schedule & Reimbursable Expenses
<u>Exhibit C</u>	Indemnification

10.12 Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one agreement.

10.13 Certification per Iran Contracting Act of 2010. In the event that this contract is for one million dollars (\$1,000,000.00) or more, by Consultant's signature below Consultant certifies that Consultant, and any parent entities, subsidiaries, successors or subunits of Consultant are not identified on a list created pursuant to subdivision (b) of Section 2203 of the California Public Contract Code as a person engaging in investment activities in Iran as described in subdivision (a) of Section 2202.5, or as a person described in subdivision (b) of Section 2202.5 of the California Public Contract Code, as applicable.

10.14 Force Majeure. Neither party shall have any liability for delays, failure in performance, or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, manufacturer caused equipment or part shortages, transportation facilities, fuel or energy shortages, unavailability of communications services or network facilities, or other causes beyond either party's control whether or not similar to the foregoing.

SIGNATURES ON FOLLOWING PAGE

The Parties have executed this Agreement as of the Effective Date. The persons whose signatures appear below certify that they are authorized to sign on behalf of the respective Party.

CITY OF SAN LEANDRO

STRATEGIC PRODUCTS
AND SERVICES, LLC

Chris Zapata, City Manager

[NAME, TITLE]

Attest:

Tamika Greenwood, City Clerk

Approved as to Fiscal Authority:

David Baum, Finance Director

688-13-121-7410
Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

Per Section 10.7:

- Form 700 Not Required
- Form 700 Required

[Name]
[Title of Department Head]

1969630.2 (2015)

EXHIBIT A

SCOPE OF SERVICES

Objective

City of San Leandro is currently operating an on-premises Cisco Unified Communications (UC) 7.x system on end-of-life Cisco Media Convergence Servers (MCS). City of San Leandro close to five-hundred users with fifteen sites located across San Leandro, CA. City of San Leandro's UC system components include Cisco Unified Communications Manager (CUCM) and Cisco Emergency Responder (CER). Due to the existing server hardware being end-of-support, City of San Leandro would like to migrate to a new platform.

SPS will configure dedicated and redundant Cisco Business Edition 6000 server appliances for Cisco UC application hosting. SPS will perform the migration to these appliances, as well as upgrade to the latest stable versions for the two UC applications. SPS has provided City of San Leandro the user licensing costs associated to the migration of CUCM and CER in a separate bill of materials, as current maintenance support contracts are out-of-date.

SPS will assist with a migration of user phones from the 7900 series to Cisco 8851s, twenty-five of which will be attached with key expansion modules. Eleven 7811 phones with wall mounts, will be the replacement in common public areas. The Police department will be configured with extension mobility for increased mobility as hot-desking in common in this location. City of San Leandro has also requested the replacement of fourteen end-of-life ATA analog gateways with ATA190s.

SPS has also proposed Cisco 4000 Series Integrated Service Router (ISR) Voice Gateways for Primary Rate Interface (PRI), T1/Wide-Area Network (WAN), and Plain Old Telephone Service (POTS) analog termination. The 4000 Series routers will replace the end-of-support (EoS) Cisco 3660, 2821, 2851 and 2801 routers located at the Police Department, City Hall, and ten remote site locations connected via T1 and Fiber. SPS will perform remote configuration to implement the new Cisco 4000 series ISR routers. The migration will be performed like-for-like, replicating the existing configurations currently utilized by the production Cisco routers. SPS will oversee the equipment connection migration to be performed after-hours.

SPS will also deploy Imagicle Accounting and Billing software to replace the currently used Veramark (Calero) call accounting software. This application will provide reporting for Call Detail Record (CDR) management as requested by the City of San Leandro.

SPS uses industry standard design techniques and implementation strategies for a transition of current technology to the new design objectives. These objectives will conform to the specifics listed in the Services and Deliverables section of this SOW. This Statement of Work describes the project tasks in detail and provides a cost for the services and consulting aspect of the implementation.

The project will be carried out in three primary phases, each with specific objectives:

Phase I: Planning

The purpose of the Project Planning phase is to kick off a new project and establish an accurate plan and schedule. During this phase the following will be performed:

- Identification of roles and responsibilities
- Development of Project Plan including milestones, tasks, timelines, reporting requirements and communication plans
- Establish objectives for design and installation
- Perform data collection and discovery
- Validation and verification of hardware and software components
- Development of design documentation

Phase II: Implementation

The purpose of the Implementation phase is to execute the plan and implement the design established during the Planning phase. During this phase the following will be performed:

- Installation and/or upgrade of hardware and software components per design
- Configuration and integration of hardware and software components per design
- Acceptance testing
- Day 1 support

Phase III: Close-Out

The purpose of the Close-Out phase is to finalize all project deliverables including reviews and documentation. During this phase the following will be performed:

- Confirmation that the design and implementation criteria have been met
- Confirmation that the acceptance testing criteria have been met
- Transfer of project knowledge to City of San Leandro IT staff
- Finalize documentation including design document and configurations
- Project acceptance and sign-off

Services and Deliverables

SPS will provide a Senior Level Engineer to act as lead and to plan, configure, install and test the outlined solution. This lead engineer will have expertise in the architecture(s) scoped as part of this engagement. Additional engineers may be assigned depending on the phase, required expertise, workload and status of the project.

Phase I: Planning

Planning of the project by obtaining refined information and creating the plan for implementation and the technical design to meet the project objectives.

- Hold kick-off meeting with the City of San Leandro and SPS project teams
- Establish the City of San Leandro project team including technical contacts and subject matter experts
- Identify and define the roles and responsibilities of each project team member
- Review project, including the Scope of Work, to establish any changes and/or additions to the scope, requirements or deliverables
- Develop Project Plan including:
 - o Milestones and Timelines
 - o Reporting Requirements
 - o Communication Plans
 - o Risk and Change Management Plans

- Hold meetings to discuss the design objectives
- Perform data collection and discovery including the collection of available documentation regarding the City of San Leandro current environment
- Obtain required administrative access to hardware and software in the City of San Leandro current environment
- Obtain required remote access to the City of San Leandro environment
- Review tolerance for downtime and cutover scheduling for both during and after business hours
- Develop low level design document detailing the design objectives and detailed technical aspects of the design including discovery data, diagrams and configurations
- Develop test and acceptance plan based on low level design
- Obtain written acceptance of design and design objectives

Deliverables:

Design documentation including an itemized list of design objectives and testing criteria.

Phase II: Implementation

Implementation of hardware and software with configurations finalized from Phase I.

Note: All tasks specified are to be completed remotely during business hours. The actual cutover/migration of services will occur during a maintenance window planned for after business hours.

Cisco Unified Communications Upgrade Preparation:

- Provide and explain the phone/equipment data collection form(s). SPS will work with City of San Leandro to explain the template fields, and the information that is needed. City of San Leandro will complete the data collection form(s). A major component of the template includes a spreadsheet which will detail the configuration of phones including: extensions and physical locations.
- Gather relevant Cisco UC licensing purchased for migration
- Prepare the appropriate upgrade download files (ISO images, COP files, etc.)
- Document registered devices via Real-Time monitoring tool (RTMT)
- Determine TFTP strategy (phone firmware) and strategy for phones which require multiple firmware upgrades

Cisco Business Edition 6000 Unified Communications Hardware Appliance / Virtual Hypervisor:

- Configure [2] UCS C220 server hardware.
- Configure BIOS and required hardware settings (RAID, etc.) per Cisco requirements.
- Upgrade/patch all firmware, BIOS, and CIMC (management console):
 - Download latest stable CIMC release and apply to servers using Host Upgrade Utility.
 - Configure CIMCs for Auto Startup upon Power Failure.
- Configure out-of-band IP access to CIMC.
- Install VMware ESXi and prepare ESXi for product installations:
 - Apply latest ESXi patches and updates available from VMware.
 - Configure ESXi required settings, per Cisco requirements and recommendations.
 - Configure VM Latency Sensitivity to High.
 - Configure VMware hypervisor switch and VMhost network as a single VLAN/link.
 - Configure multiple links as adaptor teaming (active/active, or active/passive).
- Deploy tools to perform an upgrade and server migration.

Cisco Unified Communications Manager (CUCM), Emergency Responder (CER) Upgrade and Migration:

- Perform a 1-to-1 migration from the existing Cisco Media Convergence Servers (MCS) servers to the Cisco Business Edition 6000 servers. An upgrade to software version 11.x will occur on the two applications during this migration process.
- The following applications will be upgraded and migrated:
 - [1] CUCM and [1] CER Publisher nodes – *City Hall; San Leandro, CA*
 - [1] CUCM Subscriber node – *Police Department; San Leandro, CA*
- Complete build and configuration of server applications and apply licensing.
- Download patches, software packages, security, or caveat fixes for included applications.
- Configure VMware VMTool installation for all UC host applications.
- Configure hosts for Auto-Startup upon power cycle and ESXi shutdown/restart/power on.

Note: Once this phase begins, all Adds/Moves/Changes must be manually recorded and replicated on the new servers, after build out. A database freeze of several days to weeks is likely.

City Hall MPOE:

Cisco 4351 Integrated Services Router (ISR) Configuration / T1 WAN Hub Router:

- Configure [1] Cisco 4351 ISR Router
- Validate IOS-XE firmware and update to stable and compatible code version
- Provide management authentication and initial OOB management IP addressing configuration
- Provide Secure Shell (SSH) remote access configuration
- Perform a 1-to-1 migration of the configuration from production Cisco 3660 ISR, including:
 - o Basic system services including local logging, NTP, and SNMP
 - o [1] interface to downstream switch providing LAN connectivity
 - o [3] T1 interfaces to terminate WAN connectivity to Remote sites via P2P connections
 - o WAN QoS Service Policy for Voice (Signaling/Media) including Access Control Lists (ACLs)
 - o Network Address Translations (NATs) and IP Routing
- **Note:** Unified Communications/Voice licensing is not included with this router, therefore no voice services (PRI/analog) will be configured.

Cisco 4331 Integrated Services Router (ISR) Configurations / PRI Voice Gateway:

- Configure [1] Cisco 4331 ISR Router
- Validate IOS-XE firmware and update to stable and compatible code version
- Provide management authentication and initial OOB management IP addressing configuration
- Provide Secure Shell (SSH) remote access configuration
- Perform a 1-to-1 migration of the configuration from production Cisco 2821 ISR, including:
 - o Basic system services including local logging, NTP, and SNMP
 - o [1] interface to downstream switch providing LAN connectivity
 - o [1] T1 interface to terminate PRI/T1 connectivity to Telecom Provider
 - o Media Gateway Control Protocol (MGCP)/H.323 Connectivity to CUCM

Police Department:

Cisco 4331 Integrated Services Router (ISR) Configuration / PRI Voice Gateway:

- Configure [1] Cisco 4331 ISR Router
- Validate IOS-XE firmware and update to stable and compatible code version
- Provide management authentication and initial OOB management IP addressing configuration
- Provide Secure Shell (SSH) remote access configuration
- Perform a 1-to-1 migration of the configuration from production Cisco 2821 ISR, including:
 - o Basic system services including local logging, NTP, and SNMP
 - o [1] interface to downstream switch providing LAN connectivity
 - o [1] T1 interface to terminate PRI/T1 connectivity to Telecom Provider
 - o Media Gateway Control Protocol (MGCP)/H.323 Connectivity to CUCM

Remote T1 Sites (Marina Harbor, Manor Pool, Mulford Branch Library):

Cisco 4321 Integrated Services Router (ISR) Configuration / WAN T1 Router and SRST Voice Gateway:

- Configure [3] Cisco 4321 ISR Routers
- Validate IOS-XE firmware and update to stable and compatible code version
- Provide management authentication and initial OOB management IP addressing configuration
- Provide Secure Shell (SSH) remote access configuration
- Perform a 1-to-1 migration of the configuration from production Cisco 2801 ISRs, including:
 - o Basic system services including local logging, NTP, and SNMP
 - o [1] interface to downstream switch providing LAN connectivity
 - o [1] T1 interface to terminate WAN connectivity to City Hall MPOE via P2P connection
 - o IP Routing for P2P Connection to City Hall MPOE and Default Route
 - o Media Gateway Control Protocol (MGCP)/H.323 Connectivity to CUCM
 - o Survivable Remote Site Telephony (SRST) / Fallback for [50] users
 - o 2-port FXO card terminating POTS analog lines for use during fallback

Remote Fiber Sites (Public Work, Museum, Marina CC, South Branch, Manor Branch Library, WPC):

Cisco 4321 Integrated Services Router (ISR) Configuration / SRST Voice Gateway:

- Configure [6] Cisco 4321 ISR Routers
- Validate IOS-XE firmware and update to stable and compatible code version
- Provide management authentication and initial OOB management IP addressing configuration
- Provide Secure Shell (SSH) remote access configuration
- Perform a 1-to-1 migration of the configuration from production Cisco 2801 ISRs, including:
 - o Basic system services including local logging, NTP, and SNMP
 - o [1] interface to downstream switch providing LAN connectivity
 - o Media Gateway Control Protocol (MGCP)/H.323 Connectivity to CUCM
 - o Survivable Remote Site Telephony (SRST) / Fallback for [50] users
 - o 2-port FXO card terminating POTS analog lines for use during fallback

Remote Fiber Site (Main Library):

Cisco 4331 Integrated Services Router (ISR) Configuration / SRST Voice Gateway:

- Configure [1] Cisco 4331 ISR Router
- Validate IOS-XE firmware and update to stable and compatible code version
- Provide management authentication and initial OOB management IP addressing configuration
- Provide Secure Shell (SSH) remote access configuration
- Perform a 1-to-1 migration of the configuration from production Cisco 2851 ISR, including:
 - o Basic system services including local logging, NTP, and SNMP
 - o [1] interface to downstream switch providing LAN connectivity
 - o Media Gateway Control Protocol (MGCP)/H.323 Connectivity to CUCM
 - o Survivable Remote Site Telephony (SRST) / Fallback for [100] users
 - o 2-port FXO card terminating POTS analog lines for use during fallback

Note: City of San Leandro is responsible for the WAN (Fiber) at these sites which are terminated via their switching infrastructure. The connection into the new routers is copper from City of San Leandro's existing switches. SPS is not responsible for configuring, troubleshooting, or supporting the WAN connections at these sites.

Note: City of San Leandro is responsible for physical rack and stack and providing remote access to SPS by inputting a basic network configuration via console access. This base-level/out-of-box configuration can be provided by SPS after the completion of the design phase. This applies to all equipment listed above.

Cisco Unified Communications Manager (CUCM) Configurations:

- Configure [2] Cisco 4331 ISRs via CUCM (MGCP/H.323) with [1] T1/PRI
- Configure [9] Cisco 4321 ISRs via CUCM (MGCP/H.323) with 2-port FXO card
- Configure [1] Cisco 4331 ISR via CUCM (MGCP/H.323) with 2-port FXO card

Existing Voice Gateway (VG224 and 2901 in Senior Center) Upgrades and Configurations:

- Validate IOS firmware on [4] existing VG224 voice gateways and update IOS to stable and compatible code version.
- Modify CUCM connectivity (SCCP/MGCP) on [4] existing VG224 voice gateways with updated CUCM cluster addressing.
- Validate IOS firmware on [1] existing 2901 router in the Senior Center and update IOS to stable and compatible code version.
- Modify CUCM connectivity (SCCP/MGCP) on [1] existing 2901 router in the Senior Center with updated CUCM cluster addressing.

Imagicle Billy Blue Accounting and Billing / Call Accounting Installation:

- Install [1] Imagicle Accounting and Billing / Billy Blue application virtual server.
- **Note:** [1] Windows Server provided by City of San Leandro is required for deployment. This Windows Server can run co-resident on the Business Edition 6000 appliance.
- Configure Call Detail Record (CDR) integration with CUCM.
- Import users name and extensions from CUCM for up to [500] extensions into Imagicle.
- Configure web portal for admin and end user access.
- Configure report parameters for up to three [3] standard built-in reports.
- **Note:** As a part of the Imagicle implementation, City of San Leandro's responsibilities include, but are not limited to the following:
 - o Provide IP address, DNS servers and NTP servers for system configuration.
 - o Provide [1] configured, patched and licensed Windows Server (supported/recommended version) to host the Imagicle installation.
 - o Create forward and reverse DNS records for the server hosting the Imagicle installation.
 - o Provide administrative level-access to the server hosting the Imagicle installation.
 - o Provide any Windows Updates required and/or City of San Leandro standards.

Cisco Endpoints and IP Phone Handset Migrations:

- Configure [50] Cisco 8851 phones
 - o **Note:** City of San Leandro has requested that SPS configure/import only an initial set of phones. SPS will provide administration training to the City of San Leandro to import remaining handsets and perform a configuration migration from the 7900 series.
- Configure [150] Extension Mobility Cisco 8851 profiles for Police Department users.
- Configure [25] Cisco 8800 Key Expansion Modules
- Configure [11] Cisco 7811 phones

- o **Note:** Phones and side-cars will be configured “like-for-like” based on the Cisco 7911/7961/7941/7965/7916s currently used in production.
- o **Note:** City of San Leandro is responsible for physical handset placement and disposal of retired handsets.
- Configure [14] Cisco ATA190 devices with up to [28] analog ports
 - o **Note:** These analog ports will be configured “like-for-like” based on the FXS ports currently used in production, terminated by ATA186s. The ATA186 analog gateways will no longer be utilized after the migration to the new ATA190 devices.

Remote Assistance for Equipment Migration (After Hours):

- SPS will serve in an advisory role to oversee the following City of San Leandro IT led activities:
 - o Migrating WAN/Telco uplink connections from the existing routers to new routers during an after-hours maintenance window.
 - o Handset replacement (swap-out) from existing handsets to new.
- SPS will stabilize and return the WAN in relation to the Point-to-Point connectivity handled by the routers in this scope of work to previously operational state before the migration.
- SPS will perform testing and validation to state of previously operational voice services.
- **Note:** Service Provider coordination is not included in the scope of services and is not expected to be required. SPS is not responsible for troubleshooting with Service Providers if WAN connectivity to said providers after equipment migration is unavailable/down.

Testing, Cutover, and Day 1 Support:

- A standard test plan will be provided during phase I of this engagement.
- SPS engineers will work with City of San Leandro to include City of San Leandro specific testing criteria.
- Testing will be performed prior to and during system go-live. Not all items can be tested prior to go-live and those items will be identified in the test plan.
- Complete final steps prior to cutover
- Perform Go-Live/Cutover and execute test plan during [1] planned maintenance window.
- SPS will provide [4] hours of Day 1 support remotely. Tasks include:
 - o Troubleshoot and isolate any issues that arise during first day of system use.
 - o Create punch list of items needing remediation that arose as part of final testing and/or day 1 support.

Training:

- SPS will provide [2] hours of train-the-trainer training on the Imagicle Call Accounting (Billy Blue) software. End-user guides from Imagicle will also be provided.
- SPS will provide [2] hours of administration training for the new Cisco UC environment.
- SPS will provide [2] hours of administration training for the handset migration of Cisco 7900 series phones (7941/7961/7965) to Cisco 8851s.
- There is no formal training for end users included in this Statement of Work.

Deliverables:

Successful upgrade and migration of Cisco Unified Communications as well as migration to new router platforms and Cisco handsets.

Phase III: Close-Out

Final project acceptance and hand-off regarding knowledge, operation and support of the deployed solution.

- Sign-off acceptance criteria have been met.
- Provide administrative knowledge-transfer.
- Address all final punch list or outstanding items including questions, configurations and issues related to the project.
- Complete and submit final project documentation.

Deliverables:

Final update and hand-off all project documentation including:

- As-built and Network Diagram
- Configurations
- System Credentials and Access Information

Provide City of San Leandro Question and Answer (Q&A) Knowledge Transfer session to review solution including technical and administrative aspects.

SPS

- This Document defines the scope of the Services that SPS shall provide to City of San Leandro.
- SPS shall use a reasonably adequate number of qualified consultants with suitable training, education, experience and skills to enable SPS to perform the services described in this agreement.
- SPS will ensure any approved subcontractors comply with reasonable policies, practices and procedures of City of San Leandro applicable to City of San Leandro personnel, as disclosed from time to time to SPS. This includes policies, practices and procedures relating to safety, security, data protection, data processing, and confidentiality.
- At City of San Leandro's request, SPS will remove and replace any Consultant that does not comply with such policies, practices and procedures or this Agreement or any Statement of Work. SPS agrees to use reasonable efforts to promptly resolve any good faith complaints by City of San Leandro or, as applicable, a City of San Leandro client regarding any Consultant or otherwise concerning the value or efficacy of any services.
- In the event City of San Leandro requests changes to personnel assigned by SPS, then SPS will be allowed a schedule extension of Services of up to thirty (30) Business Days to make such personnel changes.
- SPS requires a minimum of ten (10) business days from the execution of this agreement to begin project.
- Services outside this scope of work will be governed by a change request process, and may result in additional costs, which will be reasonable and customary and disclosed in writing in advance by SPS to CITY OF SAN LEANDRO. These include service costs that are incurred for services beyond the scope of this document; City of San Leandro's failure to meet responsibilities specified in this document; Project delays outside of the control of SPS.

To properly set expectations and ensure a successful and on-time delivery of services, CITY OF SAN LEANDRO is responsible for:

- Providing SPS personnel with all required accounts, keys, security badges, desks and desk phones needed during the duration of deployment.
- Allowing SPS personnel access to site(s) and facilities for the purposes of installation, training and testing.
- Providing SPS with reasonable access to the site(s) and facilities including, where applicable, computer equipment, network equipment, telecom equipment, facilities and workspace.
- Providing proper security clearances and/or escorts as required to access the site(s) and facilities for equipment installation.
- Ensuring that the site(s) and facilities shall be ready prior to the date scheduled for SPS to perform the Services.
- City of San Leandro shall provide SPS personnel, encrypted remote access to the site(s) for remote configuration and support. Acceptable forms of remote access are IPSEC or SSL based VPN.
- Ensuring all necessary network connections are easily accessible and not blocked by obstructions, such as furniture, to allow SPS personnel to place equipment in the proper locations.
- City of San Leandro shall provide appropriate resources to facilitate project tasks.
- City of San Leandro shall manage third party and interdepartmental relationships including but not limited to service and telecommunications providers, facilities, and low voltage contractors.
- City of San Leandro shall provide drawing(s) and information regarding the existing network(s) and system(s).
- City of San Leandro shall ensure that all necessary permits, authorizations and approvals have been secured in order that Services as set forth in this document can proceed.
- Ensure the network and system architecture/design will not change between the date of City of San Leandro/Integrator/End User's execution of the relevant SOW and the completion of all Services contemplated hereunder.
- Signed milestone completions shall be returned within ten (10) business days. If the signed milestone completion is not returned within ten (10) business days, then the milestone will be deemed accepted by all parties.
- City of San Leandro is responsible for all appropriate back-ups before SPS begin working on the system.

Project Timeline

- The expected duration of this project is 8 weeks, from kick-off to completion, not including post-project support. An SPS Project Manager will work with the City of San Leandro and SPS teams to develop a more specific timeline and project plan. In the event the project duration exceeds this timeframe a project change request may be necessary to extend the engagement.
- Backlog to kickoff projects varies, but may be several weeks after receipt of order.
- All work will be scheduled in advance. This consulting engagement does not include on-call or emergency support services.
- All work will take place during US Business hours unless otherwise noted.

o The actual cutover/migration of services will occur during maintenance windows planned for after business hours.

- If testing results in the request of significant changes to the system design or configuration that is contrary to the signed design documents; this may be considered out of scope and require a project change order.
- The migration will be performed as “like-for-like”. Besides the specific tasks listed, no additional features and functionality are included in this proposal, including changes to existing data and dial plan. New features and/or re-configuration of the existing environment is not included unless specified in this proposal.

Access

- SPS will deliver engineering services for this project via remote access such as secure VPN.
- City of San Leandro should plan on alternative internet access (for example, via 4G/LTE) during the cutover so that SPS can assist with configuration issues related to routing, etc.
- No onsite visits will be required by SPS, and no travel costs will be charged.
- City of San Leandro is responsible for racking equipment to be accessed remotely by SPS for configuration.
- All Cisco Smartnet/SWSS contracts are have been purchased from SPS for equipment associated to this project in a separate bill of materials provided to City of San Leandro.
- City of San Leandro will provide access to the equipment and the appropriate resources to assist with the services in this SOW.
- City of San Leandro IT staff will be responsible for the following:
 - o Initial configuration of server appliances and routers to allow for SPS remote access via VPN or similar remote access method such as WebEx
 - o LAN/WAN equipment and QoS configurations
 - o Site-to-site VPN connectivity and/or firewall configurations
 - o Cabling, Rack and Stack, and Smart hands
 - o DHCP Server functionality and/or TFTP DHCP scope option configurations
 - o Modifying Windows Server DHCP scope(s) TFTP servers on appropriate network subnets
 - o Modifying Cisco IP Communicator (CIPC) TFTP servers configured on clients.
 - o Migrating connections from old routers to new routers
 - o Physical handset placement and disposal of old equipment and endpoints
 - o Sonus and/or Office365 configurations

Equipment

- City of San Leandro is responsible for LAN configurations for initial router connectivity.
- City of San Leandro is responsible for physically moving cables during equipment cutover.
- Any equipment not mentioned in this SOW is the responsibility of City of San Leandro.
- City of San Leandro is responsible for providing a valid Cisco supported SFTP server to backup CUCM and CER. SPS will provide the list of Cisco compatible SFTP servers for City of San Leandro led deployment on infrastructure separate from the Business Edition 6000 servers. Storing UC backups in a location separate from the UC environment is a best practice disaster recovery recommendation.

Note: Deploying the server infrastructure highly available across two locations assumes the following:

1. End-to-end round-trip time between servers to/from each location should not exceed 80ms.
2. A minimum of 3MB of dedicated bandwidth should be available for the communications channel between the servers to/from each location. This communication channel should also be QoS enabled to minimize delay and packet loss.

Out of Scope

- LAN/WAN QoS, LAN Switch, or Firewall configurations
- Adjusting or net new CER/E911 Configurations such as adding Emergency Responder Locations (ERLs) or Emergency Locator Identifying Numbers (ELINs).
- City of San Leandro is responsible for maintaining all ANI / Facility location information in City of San Leandro's Telco provider system for E911. SPS will validate 911 dialing patterns are migrated to the upgraded Communications Manager server but is not responsible for PSAP routing or the accuracy thereof; this is the responsibility of City of San Leandro and carrier.
- SSO/SAML configuration or setup
- User onboarding, adoption, or training services
- Decommissioning or uninstallation of any legacy equipment.
- Issuing or re-generating 3rd party certificates
- CallRex Call Recording configuration and/or integration with CUCM.
- Configuration and troubleshooting of pre-existing systems and applications in the environment including but not limited to:
 - o Active Directory, Microsoft Exchange, O365, DNS Servers, VMware, Compute and Storage.
- Configuration and troubleshooting of network equipment, including but not limited to:
 - o Switches, Firewalls, Sonus SBCs.
- Configuration and troubleshooting of Quality of Service (QoS) in the pre-existing network.
- Configuration changes and/or troubleshooting of end-user workstations, phones and tablets, including but not limited to compatibility issues, stability and performance.

Change of Scope of Work / Change Control

- Unless otherwise expressly agreed in the included scope of services, any subsequent hardware upgrades required to run new or updated software once the implementation services have been completed is outside the scope of services.
- All services will be delivered as detailed within this scope of services. City of San Leandro may request additional Services that are not included in the original scope of services via the Change Request Form available from their SPS Project Manager.
- City of San Leandro and SPS will jointly determine if these requests require a separate scope of services or if a Change Order addendum can be made to the current scope of services. Changes may result in additional fees and will be detailed in an SPS Change Order.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

City of San Leandro

835 E 14th St.
San Leandro, CA 94577

Julie Jenkins
510-577-3472

DATE 7/7/2017
QUOTE# 07072017JDB

Qty	Part Number	Description	Unit Price	Total	MSRP
Police Department and City Hall (1) Each					
2	BE6M-M4-K9=	Cisco Business Edition 6000M Svr (M4), Export Restricted SW	\$5,340.91	\$10,681.82	\$18,800.00
PRI Routers at Police Department and City Hall					
2	ISR4331-V/K9	Cisco ISR 4331 UC Bundle, PVDM4-32, UC License, CUBEE10	\$2,840.91	\$5,681.82	\$10,000.00
2	NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	\$812.50	\$1,625.00	\$2,860.00
T1 Router (WAN) at City Hall for T1 Connectivity to Remote Sites					
1	ISR4351/K9	Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G DRAM,IPB)	\$4,818.19	\$4,818.19	\$8,000.00
1	NIM-4MFT-T1/E1	4 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	\$2,500.00	\$2,500.00	\$4,400.00
Remote Site/SRST Routers with (1) T1 and (2) POTS fo PSTN Backup					
3	ISR4321-V/K9	Cisco ISR 4321 Bundle, w /UC License, CUBE-10	\$1,758.53	\$5,275.59	\$9,285.00
3	NIM-1MFT-T1/E1	1 port Multiflex Trunk Voice/Clear-channel Data T1/E1 Module	\$812.50	\$2,437.50	\$4,290.00
6	FL-CME-SRST-25	SRST-25 Seat License (CME uses CUCME Phone License ONLY)	\$339.78	\$2,038.68	\$3,900.00
3	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	\$284.10	\$852.30	\$1,500.00
Call Accounting Server for up to 500 extensions					
1	L-IM110-500L=	Imagicle Billy Blues 4 - 500 ext. w / Base License	\$6,183.87	\$6,183.87	\$11,830.00
ATA 186 Replacements					
14	ATA190	UC 2 Port Analog	\$170.46	\$2,386.44	\$4,200.00
BE6K - (35) User Enhanced Starter Pack					
1	BE6K-START-UCL35	BE 6000 - UCL Starter Bundle w with 35 Enh and 35 VM Licenses	\$261.37	\$261.37	\$500.00
93	UPG-6K-ESS	BE6000 Essential UCL - GCSC SW Upgrade	\$5.23	\$486.39	\$930.00
3	UPG-6K-BAS	BE6000 Basic UCL - GCSC SW Upgrade	\$13.07	\$39.21	\$75.00
423	UPG-6K-ENH	BE6000 Enhanced UCL - GCSC SW Upgrade	\$23.53	\$9,953.19	\$19,035.00
12	UPG-6K-ENHP	BE6000 Enhanced Plus UCL - GCSC SW Upgrade	\$31.37	\$376.44	\$720.00
(410) Based on estimated phone count provided in RFP and Q & A					
410	ER11-USR-1-UPG	EMRGNCY RSPNDR USR LIC 1 PHN UPGD TO 11X FROM 9X OR EARLIER	\$5.23	\$2,144.30	\$4,100.00
Remote site/SRST Routers with (2) POTS for PSTN backup - Fiber					
6	ISR4321-V/K9	Cisco ISR 4321 Bundle, w /UC License, CUBE-10	\$1,758.53	\$10,551.18	\$18,750.00
12	FL-CME-SRST-25	SRST-25 Seat License (CME uses CUCME Phone License ONLY)	\$339.78	\$4,077.36	\$7,800.00
6	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	\$284.10	\$1,704.60	\$3,000.00
390	CP-8851-K9=	Cisco IP Phone 8851	\$214.50	\$83,655.00	\$239,850.00
Redundant Power Supplies for Servers					
2	UCSC-PSU1-770W=	Cisco UCS 770W aC Power Supply for Rack Server	\$309.80	\$619.60	\$1,398.00
2	CAB-9K12A-NA=	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$16.50	\$33.00	\$50.00
28	CP-BEKEM=	Cisco IP Phone 8800 Key Expansion Module	\$278.50	\$7,798.00	\$13,720.00
11	CP-7811-K9=	Cisco UC Phone	\$110.75	\$1,218.25	\$2,145.00
Remote site/SRST Router with (2) POTS for PSTN backup - Fiber					
1	ISR4331-V/K9	Cisco ISR 4331 Bundle, w /UC License, CUBE-10	\$2,840.00	\$2,840.00	\$5,000.00
1	FL-CME-SRST-100	SRST-100 Seat License (CME uses CUCME Phone License ONLY)	\$1,202.00	\$1,202.00	\$23,000.00
1	NIM-2FXO	2-port Network Interface Module - FXO (Universal)	\$284.10	\$284.10	\$500.00
Cisco Spark					
1	SPARK-BOARD55-K9	Cisco Spark Board	\$0.00	\$0.00	\$4,990.00
Total Systems				\$171,725.20	\$424,628.00

PERIPH				Total Peripherals		\$0.00	\$0.00
INSTAL				Total Installations		\$70,350.00	\$70,350.00
SERVICES				Total Maintenance Services		\$25,882.95	
2	CON-SNT-BE6M4M4K	SNTC-8X5XNBD Cisco Business Edition 6000M.Svr (M4), E		\$298.00	\$596.00		
2	CON-SNT-ISR4331V	SNTC-8X5XNBD Cisco ISR 4331 UC Bundle, PVDM4-32, UC L		\$570.00	\$1,140.00		
1	CON-SNT-ISR4351K	SNTC-8X5XNBD Cisco ISR 4351 (3GE,3NIM,2SM,4G FLASH,4G		\$984.00	\$984.00		
3	CON-SNT-ISR4321V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDM4-32, UC L		\$377.00	\$1,131.00		
14	CON-SNT-ATA190	SNTC-8X5XNBD UC 2 Port Analog Telephone Adapter		\$22.25	\$311.50		
1	CON-ECMU-BE1U1XCU	SWSS UPGRADES BE6000 v11 UCL Starter licenses		\$238.00	\$238.00		
3	CON-ECMU-UCMUCBAS	SWSS UPGRADES BE6K UCM 10X Basic U		\$13.75	\$41.25		
12	CON-ECMU-UCMUCENH	SWSS UPGRADES BE6K UCM 10X Enhance		\$34.00	\$408.00		
423	CON-ECMU-UCMENHUC	SWSS UPGRADES BE6K UCM 10X Enhance		\$22.00	\$9,306.00		
93	CON-ECMU-UCMESSUC	SWSS UPGRADES BE6K UCM 10X Essenti		\$4.65	\$432.45		
410	CON-ECMU-ER11USRG	SWSS UPGRADES RSPNDR USR LIC 1 PHN UPGD TO 11X FROM 9X		\$2.00	\$820.00		
6	CON-SNT-ISR4321V	SNTC-8X5XNBD Cisco ISR 4321 UC Bundle, PVDM4-32, UC L		\$350.00	\$2,100.00		
390	CON-SNT-CP8851K9	SNTC-8X5XNBD Cisco UC Phone 8851		\$18.50	\$7,215.00		
28	CON-SNT-CPBEKEM	SNTC-8X5XNBD Cisco IP Phone 8800 Key Expansion Module		\$9.25	\$259.00		
11	CON-SNT-CP78119K	SNTC-8X5XNBD Cisco UC Phone 7811		\$9.25	\$101.75		
1	Con-SSSNT-ISR4331V	SOLN SUPP 8X5XNBD Cisco ISR 4331 Bundle with UC Sec Lic P		\$799.00	\$799.00		

All Purchase Orders must be issued to the following:
 Strategic Products & Services, LLC
 300 Littleton Road, Suite 200
 Parsippany, NJ 07054

Total Hardware	\$171,725.20
Total Installation	\$70,350.00
Total Service	\$25,882.95
GRAND TOTAL	\$267,958.15

Due and Payable When P.O. Issued to SPS (Deposit):	\$133,979.08
Due Net 30 After Shipment From Cisco:	\$98,804.07
Due Net 30 From Install Completion:	\$35,175.00

Estimated Sales Tax @ 9.75%	\$23,602.33
Estimated Shipping Charges	\$4,293.13

Applicable freight and taxes not included in this quote
 By signing this document you hereby accept the Strategic Products and Services (SPS) Purchase Terms & Conditions as stated at:
<http://www.spscom.com/terms-and-conditions>

Customer Signature _____ Date _____

EXHIBIT C

INDEMNIFICATION

Consultant shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, elected officials, employees, agents and volunteers from and against any and all liability, loss, damage, claims, expenses, and costs (including without limitation, attorney's fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with Consultant's performance of the services called for or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the active negligence or willful misconduct of City.

Notwithstanding the forgoing, to the extent this Agreement is a "construction contract" as defined by California Civil Code Section 2782, as may be amended from time to time, such duties of Consultant to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

The Consultant's obligation to defend and indemnify shall not be excused because of the Consultant's inability to evaluate Liability or because the Consultant evaluates Liability and determines that the Consultant is not liable to the claimant. The Consultant must respond within 30 days to the tender of any claim for defense and indemnity by the City. If the Consultant fails to accept or reject a tender of defense and indemnity within 30 days, in addition to any other remedy authorized by law, so much of the money due the Consultant under and by virtue of this Agreement as shall reasonably be considered necessary by the City, may be retained by the City until disposition has been made of the claim or suit for damages, or until the Consultant accepts or rejects the tender of defense, whichever occurs first.