



REMIT TO:
ConvergeOne
 N W 5806
 P O Box 1450
 Minneapolis, MN 55485-5806
 651-994-6800

Invoice: IE444053

Date
12/3/2018

PAGE: 1

INVOICE

BILL TO: CITY OF SAN LEANDRO
 835 E 14TH STREET
 SAN LEANDRO, CA 94577-3767

SHIP TO: CITY OF SAN LEANDRO
 835 E 14TH STREET
 SAN LEANDRO, CA 94577-3767
 ATTN TONY BATALLA

Purchase Order No.	Customer ID	Sales ID	Shipping Method	Payment Terms	Req'd Ship Date	Master #
57572	SPSCITSAN0003	JBD3	GROUND			
Quantity Ordered	Quantity Shipped	Quantity B/O	Item Number	Description	Unit Price	Extended Price
1	1			PERFORM CISCO NEXT GENERATION FIRE WALL UPGRADE IN ACCORDANCE WITH CONSULTING SERVICES AGREEMENT EFFECTIVE JULY16, 2018 AND ENDING ON NOVEMBER 30,2018	\$103,763.27	\$103,763.27
APPROVED PER RESOLUTION NO 2018-088						
*REMIT PAYMENT TO ADDRESS ABOVE					Sub-Total:	\$103,763.27
*ALL AUTHORIZED RETURNS WILL BE ASSESSED A 20% RESTOCK CHARGE					Freight:	\$137.61
					Tax:	\$5,400.73
					Total:	\$109,301.61

Thank You

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

City of San Leandro

835 East 14th Street
San Leandro, CA 94577

Tony Batalla
510-577-3385

DATE 5/23/2018
QUOTE# 05232018JDB

**Cisco 2140 Firepower Appliance
1 Year Option**

	Qty	Part Number	Description	MSRP	Unit Price	Total
SYSTEMS	2	FPR2140-NGFW-K9	Cisco Firepower 2140 NGFW Appliance, 1U, 1 x NetMod Bay	\$64,995.00	\$23,775.00	\$47,550.00
	1	FMC1000-K9	Cisco Firepower Management Center 1000 Chassis	\$16,076.65	\$7,842.00	\$7,842.00
	Total Systems					\$55,392.00
PERIPH						
	Total Peripherals					\$0.00
INSTAL	1		Professional Services - See Attached SoW		\$19,258.50	\$19,258.50
	Total Installations					\$19,258.50
SERVICES	2	CON-SNT-FPR2140N	SNTC-8X5XNBD Cisco Firepower 2140 NGFW Appliance, 1U,	\$5,200.00	\$5,200.00	\$10,400.00
	1	CON-SNT-FMC1000K	SNTC-8X5XNBD Cisco Firepower Management Center 1000 C	\$2,879.00	\$2,879.00	\$2,879.00
	2	L-FPR2140T-TMC-1Y	Cisco FPR2140 Threat Defense Threat, Malware and URL 1Y Subs	\$24,862.50	\$7,880.00	\$15,760.00
	25	L-AC-PLS-1Y-S1	Cisco AnyConnect Plus Term License, Total Authorized Users	\$6.00	\$2.95	\$73.75
	Total Maintenance Services					\$29,112.75

Total Hardware \$55,392.00
Total Installation \$19,258.50
Total Service \$29,112.75
GRAND TOTAL \$103,763.25

All Purchase Orders must be issued to the following:

ConvergeOne
300 Littleton Road, Suite 200
Parsippany, NJ 07054

Due and Payable upon shipment: \$84,504.75
 50% of ProServices Due at Project Initiation: \$9,629.25
 50% of ProServices Due at Project Completion: \$9,629.25

Applicable freight and taxes not included in the GRAND TOTAL of this quote
 By either issuing C1 a Purchase Order, or by signing this document you hereby accept
 the ConvergeOne Purchase Terms & Conditions as stated at:
<https://www.convergeone.com/online-general-terms-and-conditions>

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
CONVERGEONE, INC.
FOR
CISCO NEXT-GENERATION FIREWALL UPGRADE PROJECT**

THIS AGREEMENT for consulting services is made by and between the City of San Leandro ("City") and ConvergeOne, Inc. ("Consultant" or "Contractor") (together sometimes referred to as the "Parties") as of July 16, 2018 (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 **November 30, 2018** 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 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 **\$104,000.00** 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