

**NON-PROFESSIONAL SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
STRATEGIC PRODUCTS AND SERVICES, LLC
FOR
NETWORK UPGRADE**

THIS AGREEMENT for the purchase and installation of network products is made by and between the City of San Leandro ("City") and Strategic Products and Services, LLC ("Contractor") (together sometimes referred to as the "Parties") as of March 7, 2016 (the "Effective Date").

Section 1. PRODUCTS AND SERVICES. Subject to the terms and conditions set forth in this Agreement, Contractor 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 March 7, 2017 the date of completion specified in Exhibit A, and Contractor 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 Contractor 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.** Contractor 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 Contractor is engaged.
- 1.3 **Assignment of Personnel.** Contractor shall assign only competent personnel to perform services pursuant to this Agreement.
- 1.4 **Time.** Contractor 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 Contractor'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 Contractor a sum not to exceed \$145,000.00, notwithstanding any contrary indications that may be contained in Contractor's proposal, for services to be performed and reimbursable costs incurred under this Agreement. In the event of a conflict between this Agreement and Contractor's proposal, attached as Exhibit B, regarding the amount of compensation, the Agreement shall prevail. City shall pay Contractor 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 Contractor for services rendered pursuant to this Agreement. Contractor shall submit all invoices to City in the manner specified herein. Except as specifically authorized by City in writing, Contractor shall not bill City for duplicate services performed by more than one person.

Contractor and City acknowledge and agree that compensation paid by City to Contractor under this Agreement is based upon Contractor's estimated costs of providing the services required hereunder, including salaries and benefits of employees and subcontractors of Contractor. Consequently, the Parties further agree that compensation hereunder is intended to include the costs of contributions to any pensions and/or annuities to which Contractor 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 the 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 Contractor pursuant to this Agreement. City shall not pay any additional sum for any expense or cost whatsoever incurred by Contractor 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 Contractor 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 Contractor 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.** Contractor 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 Contractor terminates this Agreement pursuant to Section 8, the City shall compensate the Contractor 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 Contractor's customer service department. City is responsible for shipping the product(s) back to Contractor. If after receiving and inspecting the product, Contractor finds it meets the requirements above, Contractor will credit City account the applicable value of the returned product less a restocking fee of fifteen percent (15%). If Contractor determines that the product is not resalable, Contractor will send the product back to City and no credit will apply. 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. City may terminate installation, implementation and/or professional services upon written notification 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 or Dedicated Technician Services, the termination charge to cancel before the term is over is an amount equal to one year's fee or payment for the remaining term, whichever is less.

- 2.7 Authorization to Perform Services. The Contractor 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, Contractor 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 Contractor only the facilities and equipment listed in this section, and only under the terms and conditions set forth herein. Contractor 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, Contractor, 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 Contractor and its agents, representatives, employees, and subcontractors. Consistent with the following provisions, Contractor 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. Contractor 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 Contractor's bid. Contractor shall not allow any subcontractor to commence work on any subcontract until Contractor 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. Contractor shall maintain all required insurance listed herein for the duration of this Agreement.

4.1 Workers' Compensation.

4.1.1 General Requirements. Contractor 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 Contractor. 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, Contractor 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 Contractor, its employees, agents, and subcontractors.

4.1.2 Submittal Requirements. To comply with Subsection 4.1, Contractor 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 Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor.
- c. Contractor hereby agrees to waive subrogation which any insurer or contractor may require from vendor by virtue of the payment of any loss. Contractor 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 Contractor'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 Contractor's insurance and shall not contribute with it.

4.2.4 Submittal Requirements. To comply with Subsection 4.2, Contractor 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 All Policies Requirements.

4.3.1 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.

- 4.3.2 **Verification of Coverage.** Prior to beginning any work under this Agreement, Contractor shall furnish City with complete copies of all Certificates of Liability Insurance delivered to Contractor 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 Contractor beginning work, it shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete copies of all required insurance policies at any time.
- 4.3.3 **Deductibles and Self-Insured Retentions.** Contractor 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 Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses.
- 4.3.4 **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).
- 4.3.5 **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.
- 4.3.6 **Subcontractors.** Contractor 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.

4.4 **Remedies.** In addition to any other remedies City may have if Contractor 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 Contractor's breach:

- Order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both stop work and withhold any payment, until Contractor demonstrates compliance with the requirements hereof; and/or
- Terminate this Agreement in accordance with Section 8.

Section 5. INDEMNIFICATION AND CONTRACTOR'S RESPONSIBILITIES.

Contractor shall indemnify, defend with counsel acceptable to City, and hold harmless City and its officers, 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 Contractor's performance of the Services or its failure to comply with any of its obligations contained in this Agreement, except such Liability caused by the sole negligence or willful misconduct of City.

The Contractor's obligation to defend and indemnify shall not be excused because of the Contractor's inability to evaluate Liability or because the Contractor evaluates Liability and determines that the Contractor is not liable to the claimant. The Contractor must respond within 30 days, to the tender of any claim for defense and indemnity by the City, unless this time has been extended by the City. If the Contractor 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 Contractor 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 Contractor accepts or rejects the tender of defense, whichever occurs first.

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 Contractor to indemnify shall not apply when to do so would be prohibited by California Civil Code Section 2782.

In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Section 6. STATUS OF CONTRACTOR.

- 6.1 **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and shall not be an employee of City. City shall have the right to control Contractor only insofar as the results of Contractor'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 Contractor accomplishes services rendered pursuant to this Agreement. Notwithstanding any other City, state, or federal policy, rule, regulation, law, or ordinance to the contrary, Contractor 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 **Contractor Not an Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor 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.** Contractor and any subcontractors shall comply with all laws applicable to the performance of the work hereunder.
- 7.3 **Licenses and Permits.** Contractor represents and warrants to City that Contractor 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. Contractor represents and warrants to City that Contractor 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, Contractor and any subcontractors shall obtain and maintain during the term of this Agreement valid Business Licenses from City.
- 7.4 **Nondiscrimination and Equal Opportunity.** Contractor 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 Contractor under this Agreement. Contractor 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 Contractor thereby.

Contractor 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 written notification to Contractor.

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

In the event of termination, Contractor shall be entitled to compensation in accordance with Section 2.

- 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. Contractor understands and agrees that, if City grants such an extension, City shall have no obligation to provide Contractor 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 Contractor 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 Contractor recognize and agree that this Agreement contemplates personal performance by Contractor and is based upon a determination of Contractor'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 Contractor. Contractor may not assign this Agreement or any interest therein without the prior written approval of the Contract Administrator. Contractor 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 Contractor shall survive the termination of this Agreement.
- 8.6 **Termination for Breach.** If a Party materially breaches its obligations under this Agreement and the breach is not cured within thirty (30) days of receipt of notice, then the non-defaulting Party will have the right to terminate this Agreement effective upon receipt of termination notice.

Section 9. KEEPING AND STATUS OF RECORDS.

- 9.1 **Records Created as Part of Contractor'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, that Contractor prepares or obtains pursuant to this Agreement and that relate to the matters covered hereunder shall be the property of the City. Contractor 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 Contractor 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.

- 9.2 **Contractor's Books and Records.** Contractor 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 Contractor to this Agreement.
- 9.3 **Inspection and Audit of Records.** Any records or documents that Subsection 9.2 of this Agreement requires Contractor to maintain shall be made available for inspection, audit, and/or copying at any time during regular business hours, upon oral or 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.

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 **Conflict of Interest.** Contractor may serve other clients, but none whose activities within the corporate limits of City or whose business, regardless of location, would place Contractor in a "conflict of interest," as that term is defined in the Political Reform Act, codified at California Government Code Section 81000 *et seq.*

Contractor 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.*

Contractor 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 Contractor was an employee, agent, appointee, or official of the City in the previous 12 months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of California Government Code Section 1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for services performed pursuant to this Agreement, including reimbursement of expenses, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor 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.

- 10.7 **Solicitation.** Contractor agrees not to solicit business at any meeting, focus group, or interview related to this Agreement, either orally or through any written materials.
- 10.8 **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.

- 10.9 **Notices.** Any written notice to Contractor 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:
City of San Leandro
c/o Anton Batalla
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

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

Exhibit A Scope of Services

Exhibit B Compensation Schedule & Reimbursable Expenses

- 10.11 **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.

- 10.12 **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 Contractor's signature below Contractor certifies that Contractor, and any parent entities, subsidiaries, successors or subunits of Contractor 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.

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

Account Number

Approved as to Form:

Richard D. Pio Roda, City Attorney

2606078.1

Exhibit A:
City of San Leandro
Firewall and Internet Upgrade

a business proposal



extrateam

Exhibit A: City of San Leandro Firewall and Internet Upgrade

February 9, 2016

Introduction

The City of San Leandro is currently operating separate Internet connections at various locations with the main purpose of providing Internet access to those locations. The City would like to consolidate these separate Internet connections into a single 10Gig connection located at City Hall. The new 10Gig Internet connection will also operate with the BGP routing protocol for the sole purpose of failover to a secondary service provider (also running BGP) on a 100Mb link also at City Hall. BGP will provide active/standby failover as both service providers will share the same Internet IP addresses (BGP announced prefix(es)) and the “secondary line” will not be usable when the primary is up.

The City will purchase new firewalls for this connectivity, a primary ASA5585-X-SSP20 for the 10G link and an ASA5515-X for the 100Mb backup link. The configuration of these two firewalls will be manually synchronized. The main “inside” connection will be to City Hall networks (via a full 1Gig connection); the Police Department will receive its Internet via a new DMZ (also a full 1Gig connection); and 3 other locations (2 wireless service locations and “library public”) will receive internet via new DMZs (full 1Gig); and 3 existing DMZs will be trunked from a 1Gig DMZ. **The 5585-X-SSP20 has a maximum total throughput of 10G with “real-world throughput” at 5G.** Failover between service providers and 5585/5515 will be automatic for City Hall and Police Department (as both are capable of a dynamic routing protocol, expected EIGRP). Failover between service providers and 5585/5515 for all other DMZs shall be done as a manual process.

This statement of work shall provide professional services to the City for the implementation of the new firewalls, planning and executing of a migration to the new firewall/Internet design, and an onsite production cut-over.

ExtraTeam is pleased to provide the following proposal for professional services.

Project Proposal

All tasks in the below sections (with except of cutover) shall be performed remotely using collaborative technology (phone and web conferencing, etc) during standard business hours. There is a single cutover event for the new firewalls and Internet. ExtraTeam will provide an onsite engineer for the cutover event which is assumed during an afterhours time period. Day-1 post cutover support shall be performed remotely.

ExtraTeam will be responsible for the following tasks and deliverables associated with this project.

Phase 1: Firewall and Internet Migration Planning

- Develop a migration plan to migrate existing Cisco ASA5520 configurations to Cisco ASA5585. Configuration will migrate like-for-like except the following:
 - Public IP Addresses will change as the ISP is changing. A new IP subnet will be allocated by the ISP and routed in BGP. Firewall configurations must change to accommodate the IP address change.
 - IPSEC site-to-site VPNs at remote City locations: ExtraTeam will change/reconfigure upto 3 remote City owned devices to accommodate new IP addresses: ASA firewalls (5505 or similar) or SOHO Cisco Routers (IOS based).
 - The City will be responsible for DNS changes or changes needed outside of City owned Cisco network equipment to accommodate the IP address change.
 - EIGRP routing will be enabled on the “inside” interface to enable automatic failover of City Hall networks to backup 5515 or backup 100Mb ISP.
 - A new DMZ will be provisioned to provide Internet access to the Police Department, connected to a new 3850 IP-Services switch stack.
 - EIGRP routing will be enabled on this “Police Internet DMZ” to enable automatic failover of Police networks to backup 5515 or backup 100Mb ISP.
 - The 3850 IP-Services switch stack will make routing decisions and provide a new fiber connection to the PD for Internet.
 - 3 new DMZs will be provisioned to provide Internet access to remote locations who’s networks are currently trunked back to City Hall via fiber optic cable:
 - 2 separate wireless networks (connected as 1G Ethernet to the ASA firewalls).
 - The “library public” network (connect as 1G Ethernet to the ASA firewalls).
 - A new 2960-X switch stack will be provisioned to provide Layer-2 VLANs for the DMZs and 1G connectivity.
 - NOTE: VLANs are assumed trunked via fiber optic cables to the remote sites, shall exist as Layer-2 only VLANs on City Hall switching equipment, connected as 1G access ports to the ASA firewalls.
- BGP Planning:
 - Teleconference with ISPs (Internet Service Providers) to assist with the provisioning and related planning with turn-up of BGP routing.
 - The design will require the service providers to announce (via BGP) a single default route (0.0.0.0/0) for the entire Internet. The 10G provider’s 0.0.0.0/0 will always be preferred. NOTE: there are rare conditions such that a service provider may been having problems with their own network or peering connections, yet that provider still announces a route for 0.0.0.0/0 to us. In this case, we are unable to automatically failover to the backup provider because the primary provider must first stop announcing 0.0.0.0/0 route to indicate that their Internet is down. This caveat is commonly accepted by customers if they trust the reliability of their service provider’s network. The only “perfect failover” requires dedicated ASR routers to accept full Internet routing tables (nearly 1 million IP routes, which the ASA firewall cannot handle).
 - The primary 10G service provider will assign 1 or more IP Address blocks for use on the Internet. This IP address block will be shared by both providers, with the primary provider having a higher preference.

- Develop a testplan to include a handful of core test cases to validate like-to-like functionality as well configurations which have changed. Define simulated failure scenario with targeted hosts for validation of fail-over.
- Review and get approval from City of San Leandro IT team prior to actual migration.

Phase 2: Configuration Staging and Preparation

- Stage and prepare configurations of the following equipment prior to migration/cut-over:
 - (1) 5585-X primary firewall.
 - (1) 5515 backup firewall.
 - Upto (3) ASA firewalls (5505 or similar) or SOHO Cisco Routers (IOS based) at City locations which make a site-to-site IPSEC VPN connection back to the main City Hall firewall.
 - (2) 3850 12-Port 1GE and 4 Port 1G Fiber switches in single stack configuration to perform routing decisions in PD for the new internet connection.
 - (2) 2960-X 24-Port 1GE switches in a single stack configuration to provide Layer-2 VLANs and connectivity for the DMZs.
 - Configurations on existing switching/routing equipment needed to support the new Internet connectivity and failover at City Hall, Police Department, and other affected locations.

Phase 3: Cutover

- Provide onsite engineering for cutover:
 - New 10Gig Primary Internet.
 - BGP routing with 10G primary and 100Mb backup link.
 - New 5585-X primary firewall.
 - New 5515 backup firewall.
 - New 3850 switch stack at PD.
 - New 2960-X switch stack for DMZ at City Hall.
 - As required, changes to existing network equipment on the City network.
- Provide remote post go-live support.

Training

- There is no formal training for end users or administrators included in this proposal. ExtraTeam will include knowledge transfer to Exhibit A: City of San Leandro IT staff throughout the project.

Documentation

- ExtraTeam will provide as-built configuration files for devices which have changed as part of this project.
- ExtraTeam will provide updates to the existing Visio diagram of the City network for changes that were made as part of this project. The existing City network Visio diagram which has been provided to ExtraTeam.

Project Coordination

The ExtraTeam Project Coordinator shall work with the customer to manage the project timeline and all ExtraTeam resources. The Project Coordinator shall be the single point of contact for all non-technical communications including changes in project scope, timelines, and deliverables.

Project Management (additional services, not included)

ExtraTeam offers PMP-certified project management services “above and beyond” the project coordination services included in this proposal. These services are offered for an additional fee, and may include deliverables such as:

- Onsite project meetings
- Project Plan that includes customer resource allocation
- Equipment inventory and facilities readiness inventory, if appropriate
- Third-party vendor coordination
- End User Communication (may include Communication Plan, Adoption Plan, and Training Plan)

Project Change Management

During the course of the project, Exhibit A: _____ City of San Leandro may request significant feature or functionality changes that are beyond the scope of the original Statement of Work, and/or are not specified in the customer-approved Design Documentation. In the event that Exhibit A: City of San Leandro requests such a change, the ExtraTeam Project Coordinator will submit a Change Order for this request. No work will commence on the change until the Change Order is approved by both ExtraTeam and Exhibit A: _____ City of San Leandro.

Project Completion

ExtraTeam will make commercially reasonable efforts to complete the activities described in the Project Proposal section as limited by the assumptions described in this document and the Customer’s performance of responsibilities pursuant to the *Customer Responsibilities* section below.

Exhibit A: _____ City of San Leandro will be responsible for acknowledging delivery of the project by signing a Project Acceptance document at the conclusion of this engagement. If ExtraTeam is not notified of any problems with the work within 30 days of the completion of the engagement, the services delivered will be deemed accepted.

Assumptions

This proposal assumes the following:

- All work will be scheduled in advance. This consulting engagement does not include on-call or emergency support services. ExtraTeam provides a separate 24x7 priority support contract for emergency service.
- Desktop level configuration changes and software deployments by ExtraTeam engineers are out of scope for this engagement. This includes software client installations, GPO, and registry settings. These changes must be implemented by Exhibit A: City of San Leandro staff with direction and assistance from the Project Team.

Customer Sites

This engagement will involve the following customer sites: City of San Leandro

ExtraTeam will deliver engineering services for this project onsite at City of San Leandro and via remote access, such as secure VPN.

Customer Responsibilities

Exhibit A: City of San Leandro or its designated partners shall perform the following:

- Exhibit A: City of San Leandro will designate a person to whom ExtraTeam can address all communications and who has the authority to act on all aspects of the Services. Such person shall be identified as the Customer Project Manager.
- Exhibit A: City of San Leandro will designate a back up to the primary Customer Project Manager who has the same authority when the primary Customer Project Manager is not available.
- Exhibit A: City of San Leandro will provide access to Customer facilities associated with this engagement, including equipment rooms and data centers. For all onsite service engagements, Exhibit A: City of San Leandro will provide ExtraTeam with a dedicated and suitable workspace such as a dedicated desk, cubicle, or office.
- Exhibit A: City of San Leandro will provide ExtraTeam with remote access to networks and systems associated with this project using VPN or other technologies agreed upon by both parties.
- Exhibit A: City of San Leandro will provide full administrative-level account access privileges when recommended or required by vendor documentation for all devices and domains directly related to the project. Any additional costs incurred by Exhibit A: City of San Leandro or ExtraTeam as a result of delays or inability to provide such access will be the sole responsibility of the Exhibit A: City of San Leandro.

- Unless otherwise noted in the *Project Proposal* section above, Exhibit A:
City of San Leandro is responsible for the installation, configuration, and testing of all external communication equipment and materials not provided by ExtraTeam. This includes, but is not limited to, circuits provided by telecommunications service providers. Likewise, Exhibit A:
City of San Leandro is responsible for all physical equipment installations, including: rack mounts, cabling, station-area wiring, and connectivity to power.
- If requested, Exhibit A: City of San Leandro will provide comprehensive documentation for existing network and system deployments not installed or maintained by ExtraTeam, including physical and logical schematics, prior to service commencement.
- Unless otherwise agreed to by the parties, Exhibit A: City of San Leandro will respond within two business days of ExtraTeam's request for documentation or information needed for the project.
- Delays caused by the lack of site readiness or the Customer's failure to meet any responsibilities specified in this Statement of Work shall be billed at ExtraTeam time-and-materials rates, including travel and other expenses. Any additional costs incurred by Exhibit A:
City of San Leandro as a result of delays shall be the sole responsibility of the Exhibit A:
City of San Leandro.
- Once a project timeline is agreed upon by both parties, Exhibit A: City of San Leandro will provide ExtraTeam with written advanced notice of schedule changes. Unless otherwise agreed to by both parties, failure to notify ExtraTeam of schedule changes in writing (email, fax, etc) within 2 business days will result in a project change order. Delays necessitated by Exhibit A: City of San Leandro totaling more than 30 business days may result in a project change order.

Summary

ExtraTeam sincerely appreciates the opportunity to work with Exhibit A: City of San Leandro. Our technical expertise, proven track record, and our unwavering commitment to customer success will ensure we meet and exceed your expectations in all areas.

Acceptance

If the terms of this engagement are acceptable to Exhibit A: City of San Leandro, please initial all pages, sign below, and email this document along with a company purchase order to orders@extrateam.com. Alternatively, you may fax the documents to (925) 398-4450.

Name/Title

Date



ABOUT EXTRATEAM

WE DON'T USE THE WORD "TEAM" LIGHTLY

Let's face it, the team concept is often spoken and seldom executed. Not here. We honor your vision with our experience – from planning through support. The result is a successful outcome worthy of the word "team."

(YOUR) EXTRATEAM

We live to serve. You. It's no wonder we're excited. There has never been a greater time to bring the powerful gift of advanced technologies to the world at large. They move the universes of business, culture and humanity forward. Which is exactly why we feel honored to be a critical part of this reality. Day to day. Project to project. Success to success.

Quotation

Customer: Anthony Batalla
 Company: City of San Leandro
 Address: 835 East 14th Street San Leandro 94577
 Date: February 9 2015

extrateam

Quote: sanleandroinet

Exhibit B: Internet Edge Equipment

PART	DESCRIPTION	QTY	LIST	DISCOUNT COST	EXTENDED DISCOUNT
Equipment					
2960 Switches for DMZ					
WS-C2960X-24TS-L	Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN Base	2	2,395.00	1,437.00 \$	2,874.00
CAB-16AWG-AC	AC Power cord, 16AWG	2	0.00	0.00 \$	-
PWR-CLP	Power Retainer Clip For Cisco 3560-C and 2960-C Compact Swit	2	0.00	0.00 \$	-
C2960X-STACK	Catalyst 2960-X FlexStack Plus Stacking Module	2	1,195.00	717.00 \$	1,434.00
CAB-STK-E-0.5M	Cisco FlexStack 50cm stacking cable	2	0.00	0.00 \$	-
GLC-T=	1000BASE-T SFP	1	395.00	237.00 \$	237.00
3850 Layer 3 Switches					
WS-C3850-12S-E	Cisco Catalyst 3850 12 Port GE SFP IP Services	2	12,000.00	7,200.00 \$	14,400.00
S3850UK9-36E	CAT3850 Universal k9 image	2	0.00	0.00 \$	-
PWR-C1-350WAC/2	350W AC Config 1 SecondaryPower Supply	2	500.00	300.00 \$	600.00
CAB-TA-NA	North America AC Type A Power Cable	4	0.00	0.00 \$	-
STACK-T1-50CM	50CM Type 1 Stacking Cable	2	0.00	0.00 \$	-
CAB-SPWR-30CM	Catalyst 3750X and 3850 Stack Power Cable 30 CM	2	0.00	0.00 \$	-
C3850-NM-4-1G	Cisco Catalyst 3850 4 x 1GE Network Module	2	500.00	300.00 \$	600.00
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOI	2	995.00	597.00 \$	1,194.00
Standard Firewall					
ASA5585-S20X-K9	ASA 5585-X Chas with SSP20,8GE,2SFP+,2GE Mgt,2 AC,3DES/AE	1	69,995.00	41,997.00 \$	41,997.00
SFP-10G-SR	10GBASE-SR SFP Module	2	995.00	597.00 \$	1,194.00
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	2	0.00	0.00 \$	-
ASA5515-K9	ASA 5515-X with SW, 6GE Data, 1 GE Mgmt, AC, 3DES/AES	1	4,995.00	2,997.00 \$	2,997.00
CON-SNT-A15K9	SNTC-8X5XNBD ASA 5515-X with SW,	1	599.00	359.40 \$	359.40
CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	1	0.00	0.00 \$	-
Library and PD Switching					
WS-C3850-48F-L	Cisco Catalyst 3850 48 Port Full PoE LAN Base	2	11,400.00	6,840.00 \$	13,680.00
S3850UK9-32-0SE	CAT3850 UNIVERSAL	2	0.00	0.00 \$	-
CAB-TA-NA	North America AC Type A Power Cable	2	0.00	0.00 \$	-
STACK-T1-50CM	50CM Type 1 Stacking Cable	2	0.00	0.00 \$	-
PWR-C1-1100WAC	1100W AC Config 1 Power Supply	2	0.00	0.00 \$	-
C3850-NM-BLANK	Cisco Catalyst 3850 Network Module Blank	2	0.00	0.00 \$	-
PWR-C1-BLANK	Config 1 Power Supply Blank	2	0.00	0.00 \$	-
WS-C3650-48FS-L	Cisco Catalyst 3650 48 Port Full PoE 4x1G Uplink LAN Base	2	8,600.00	5,160.00 \$	10,320.00
S3650UK9-33SE	CAT3650 Universal k9 image	2	0.00	0.00 \$	-
PWR-C2-1025WAC	1025W AC Config 2 Power Supply	2	0.00	0.00 \$	-
CAB-TA-NA	North America AC Type A Power Cable	2	0.00	0.00 \$	-
STACK-T2-BLANK	Type 2 Stacking Blank	2	0.00	0.00 \$	-
PWR-C2-BLANK	Config 2 Power Supply Blank	2	0.00	0.00 \$	-
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	8	500.00	300.00 \$	2,400.00
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOI	4	995.00	597.00 \$	2,388.00

SUBTOTAL EQUIPMENT \$ 96,674.40

Maintenance

CON-SNT-WSC296XT	SNTC-8X5XNBD Catalyst 2960-X 24 GigE, 4 x 1G SFP, LAN	2	144.00	129.60 \$	259.20
CON-SNT-WSC385SE	SNTC-8X5XNBD Cisco Catalyst 3850 12 Port GE SFP IP Se	2	720.00	648.00 \$	1,296.00
CON-SNT-P-A85S2XK9	SNTC-24X7X4 ASA 5585-X Chas with SSP20,8GE,2SFP+,2GE	1	11,759.00	10,583.10 \$	10,583.10
CON-SNT-A15K9	SNTC-8X5XNBD ASA 5515-X with SW,	1	599.00	539.10 \$	539.10
CON-SNT-WSC388FL	SNTC-8X5XNBD Cisco Catalyst 3850 48 Port Full PoE LAN	2	718.00	646.20 \$	1,292.40
CON-SNT-WSC3654	SNTC-8X5XNBD Cisco Catalyst 3650 48 Port Full PoE 4x1	2	542.00	487.80 \$	975.60

67 SUBTOTAL RECURRING MAINTENANCE COST \$ 14,945.40

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69 **ExtraTeam Professional Services**

70 Staging	Not Applicable	\$	-
71 Engineering	Please refer to Statement of Work for details	\$	20,520.00
72 Project Management	Please refer to Statement of Work for details	\$	2,000.00
73 Post Implementation Support	Please refer to Statement of Work for details	\$	-

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75 SUBTOTAL SERVICES \$ 22,520.00

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77 SIGNATURE	_____	Equipment	\$	96,674.40
78		Maintenance	\$	14,945.40
79 DATE	_____	Professional Services	\$	22,520.00
		Tax		\$9,670
		Shipping		\$837.15
		Total	\$	144,646.95

82

83 Please select shipping and billing options under (A) and (B):

84 (A) Class of shipment	Ground
85	2-day
86	Next business day
87 (B) Partial/Full shipment	Partial shipments and invoicing accepted
88	Hold for full shipment and single invoice

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

36 Month Lease Payment:
(subject to credit approval)

89 Ship-to Address if different from above:

90 Attn:

91 Customer

92 Address 1

93 Address 2

94 City, State, Zip

95

96

97 This Bill of Materials is conditional upon engineering review. Errors and Omissions excepted
98 Please inspect equipment against packing list prior to opening. Opened product is not returnable.
99 All returns are subject to manufacturer's terms and conditions. A 25% restocking fee may apply.
100 Quote is valid for 30 days from date shown. Freight estimate covers ground shipping only.
101 Expedited shipping charges will be applied to the final customer invoice. Credit card purchases subject to service fee.

102

103 Invoice Terms: Due on receipt of equipment.

104 FOB Origin

105

106 Inside Sales: Kelly Esskew 925-398-4448

107 Federal Tax ID: 94-3316357

108

109 Please send Purchase Order to:

110 orders@extrateam.com

111 Or FAX 925-398-4450

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Please Make Purchase Order Payable to:

ExtraTeam

7031 Koll Center Parkway, Suite 250

Pleasanton, CA 94566

WCSA – Cisco Contract # 7-08-70-13

WCSA - EMC Contract # B27161

CMAS – Cisco Contract # 3-13-70-0861I

CMAS - Polycom Contract # 3-13-70-0861I

CMAS - Barracuda Contract # 3-13-70-0861J

CMAS - F5 Contract # 3-13-70-0861K

CMAS - NetApp Contract # 3-13-70-0861L

CMAS - Microsoft Contract # 3-13-70-0861M

CMAS - EMC Contract # 3-13-70-0861N

CMAS - LifeSize Contract # 3-13-70-0861P

CMAS - Nimble Contract # 3-13-70-0861K

CMAS - Liebert Contract # 3-14-70-0861Q

CMAS - Powerware Contract # 3-13-70-0861H