

**CONSULTING SERVICES AGREEMENT BETWEEN
THE CITY OF SAN LEANDRO AND
CONVERGEONE, INC.
FOR
POLYCOM VIDEOCONFERENCING EQUIPMENT DEPLOYMENT**

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 December 18, 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 July 31, 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 \$63,746.29 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 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 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:

ConvergeOne, Inc.
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

CONVERGEONE, INC.

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

Project Overview & Objectives

CONVERGEONE, INC. appreciates your partnership. This Statement of Work (SOW) defines the tasks that must be accomplished to complete your project including any business objectives or key results.

The SOW is a collaborative document defining the responsibilities of both CONVERGEONE, INC. and the City of San Leandro.

Please review this document carefully to ensure that the City of San Leandro has a complete understanding of the implementation process and critical dependencies shared with CONVERGEONE, INC..

This document serves as an Attachment to the Consulting Services Agreement between the City of San Leandro and CONVERGEONE, INC. for Polycom Videoconferencing Equipment Deployment.

Design detail:

Water Pollution Control Plant Conference Room

Media Inputs:

- The room shall have a laptop connection at the table with HDMI and VGA connectivity for local presentation and Video Conferencing.
- The room shall have a Polycom Pano wireless presentation system for local presentation and Video Conferencing

Video Conferencing:

- The room shall have a Polycom Group 310 solution for Video Conferencing
 - The room shall have an EagleEye IV camera wall located on the wall below the display.
 - The room shall have a Polycom ceiling microphone to send audio to the far end of a Video Conference call.
 - The room shall have a Polycom RealPresence Touch table top controller for all Video Conference control.
 - The Group 310 will be mounted behind the client supplied display

Local Presentations:

- The media inputs listed above will be available for location presentation on the client supplied display via a Crestron HD-MD-400-C switcher/extender system
 - The media inputs will route to the Polycom Group 310 HDMI input. From there, the laptop will route to the client supplied display

Audio System:

- The room shall have six ceiling mounted speakers with a mono audio configuration, fed by an Extron 200 watt amplifier.
- The room shall have two Polycom ceiling microphones located over the conference table to send audio the far end of a Video Conference call.
 - The microphones will connect directly to the Polycom Group 310 codec

Displays:

- A client supplied 70" display will be wall mounted by City of San Leandro at the head of the table

Control:

- A Polycom RealPresence Touch will be used to control the Polycom Group 310
- The display manufacturer remote will be used to control the client supplied display

Project Specific Customer Responsibilities:

- The client is responsible for providing a cable path via conduit from the display location to the drop tile ceiling.
- The client is responsible for providing a cable path from the display location to the table via 1 ¼" conduit
- The client is responsible for providing two network drops at the display location for the Polycom Group 310 and Polycom Pano wireless presentation system.
- The client is responsible for providing a single network drop at the table for the Polycom RealPresence Touch controller.

City Managers Large Conference Room

Media Inputs:

- The room shall have a laptop connection at the table with HDMI and VGA connectivity for local presentation and Video Conferencing.
- The room shall have a Polycom Pano wireless presentation system for local presentation and Video Conferencing

Video Conferencing:

- The room shall have a Polycom Group 310 solution for Video Conferencing
 - The room shall have an EagleEye IV camera wall located on the wall below the display.
 - The room shall have a Polycom ceiling microphone to send audio to the far end of a Video Conference call.
 - The room shall have a Polycom RealPresence Touch table top controller for all Video Conference control.
 - The Group 310 will be mounted behind the client supplied display

Local Presentations:

- The media inputs listed above will be available for location presentation on the client supplied display via a Crestron HD-MD-400-C switcher/extender system
 - The media inputs will route to the Polycom Group 310 HDMI input. From there, the laptop will route to the client supplied display

Audio System:

- The room shall have six ceiling mounted speakers with a mono audio configuration, fed by an Extron 200 watt amplifier.

- The room shall have two Polycom ceiling microphones located over the conference table to send audio the far end of a Video Conference call.
 - The microphones will connect directly to the Polycom Group 310 codec

Displays:

- The existing 70" display will be used for video conferencing and local presentation

Control:

- A Polycom RealPresence Touch will be used to control the Polycom Group 310
- The display manufacturer remote will be used to control the client supplied display

Project Specific Customer Responsibilities:

- The client is responsible for providing a cable path via conduit from the display location to the drop tile ceiling.
- The client is responsible for providing a cable path from the display location to the table via 1 ¼" conduit
- The client is responsible for providing two network drops at the display location for the Polycom Group 310 and Polycom Pano wireless presentation system.
- The client is responsible for providing a single network drop at the table for the Polycom RealPresence Touch controller.

Polycom Trio with Collaboration Solution – Quantity 8

Media Inputs:

- The room shall have a wireless content sharing solution via the Polycom Trio for local presentation.

Video Conferencing:

- The room shall have a Polycom Trio video conferencing solution via Skype for Business
 - The room shall have a Polycom USB camera located above the display.
 - The room shall have a Polycom Trio microphone to send audio to the far end of a Video Conference call.

Local Presentations:

- The room shall have a Polycom Trio Collaboration kit mounted behind the display to allow display local presentations via network or USB connected directly to the Polycom Trio on the table.

Audio System:

- The Polycom Trio speakers and microphones will be used for local and far end audio

Displays:

- The client supplied display will be used for video conferencing and local presentation

Control:

- A Polycom Trio will be used to control the audio conferencing and video conferencing
- The display manufacturer remote will be used to control the client supplied display

Project Specific Customer Responsibilities:

- The client is responsible for providing one network drop at the display location for the Polycom Trio Collaboration unit.

- The client is responsible for providing a single network drop at the table for the Polycom Trio Phone.

Project Timeline Expectations

The timeframe to initiate projects is approximately 5 business days after signed acceptance of this SoW, CONVERGEONE, INC. will assign project resources and schedule a project kick-off meeting. The project kick-off may not take place immediately. Project start times depend on the availability of CONVERGEONE, INC. and customer resources. The expected duration of this project has been estimated at 2 weeks. In the event that the project exceeds this timeframe, a project change request may be required to extend the engagement, resulting in additional fees.

Project Locations

Services and other deliverables will be provided to the locations defined below:

Location	Address	City	State	Zip
WPCP	Water Plant, 3000 Davis St	San Leandro	CA	94577
City Manager's Large	City Hall, 835 East 14 th Street	San Leandro	CA	94577
Library	Main Library, 300 Estudillo Ave	San Leandro	CA	94577
Council Small	City Hall, 835 East 14 th Street	San Leandro	CA	94577
Human Resources	City Hall, 835 East 14 th Street	San Leandro	CA	94577
Finance	City Hall, 835 East 14 th Street	San Leandro	CA	94577
Community Development	City Hall, 835 East 14 th Street	San Leandro	CA	94577
Engineering and Transportation	City Hall, 835 East 14 th Street	San Leandro	CA	94577
Recreation	City Hall, 835 East 14 th Street	San Leandro	CA	94577
Public Works	Public Works, 14200 Chapman Rd	San Leandro	CA	94577

The Project location list identifies where CONVERGEONE, INC. has implementation responsibilities. The CONVERGEONE, INC. services identified in this SOW are intended to fulfill the implementation requirements of the proposed solution.

Project Methodology

CONVERGEONE, INC. will provide Project Management Services to help you effectively manage the project and control risks in the deployment. CONVERGEONE, INC. will designate a Project Manager who will act as the single point of accountability for all CONVERGEONE, INC. contract deliverables for the duration of the Project.

Phase I: Project Initiation

The purpose of the Project Initiation phase is to kick off a new project, assign resources, and validate scope and objectives. During this phase the following will be performed:

- Identification of roles and responsibilities and client resource requirements
- Project kick off calls
- Scope validation and solution review
- Validation and verification of hardware and software components
- Change Management process review
- Communication Plan review

Phase II: Project Planning and Design

The purpose of the Project Planning phase is to establish an accurate plan and schedule, gather required data, and finalize the design and plan for implementation. During this phase the following will be performed:

- Development of Project Plan including milestones, tasks, and timelines
- Perform data collection and discovery
- Updates to Designs and Drawings
- Finalize the Project and Test Plans

Phase III: Deployment

The purpose of the Deployment phase is to execute the plan and implement the design approved 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
- Commissioning / Acceptance testing

Phase IV: 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 client representatives
- Finalize documentation as specified in the SOW
- Project acceptance and sign-off

Services and Deliverables

Project Management

CONVERGEONE, INC. will designate a Project Manager (PM) responsible for overseeing the project. Once the contract is signed and accepted by CONVERGEONE, INC., this individual will act as the client's single point of contact for all planning and issues related to solution delivery. You will receive a welcome letter once the CONVERGEONE, INC. Project Manager has been assigned that includes contact information and next steps.

The CONVERGEONE, INC. PM will work closely with the client to guide the implementation and work on a mutually agreed upon schedule. CONVERGEONE, INC. project management and software resources will deliver services remotely, unless on-site arrangements are agreed by CONVERGEONE, INC. and the client.

Project Management responsibilities include, but are not limited to, the following:

- Review the SOW with the client to ensure that roles, responsibilities and resource requirements are clearly understood.
- Conduct internal (CONVERGEONE, INC.) and joint CONVERGEONE, INC./Client meetings.
- Develop project plan, including activities, milestones, roles and responsibilities.
- Create contact list.
- Schedule and manage required CONVERGEONE, INC. resources and partners.
- Coordinate hardware ordering, staging, delivery and inventory.
- Conduct regular project status meetings.
- Identify issues, create issue/action log, and track resolution of all issues.
- Manage escalations with CONVERGEONE, INC. and CONVERGEONE, INC. vendors/suppliers as required.
- Manage Change Requests and any associated billing with the client.
- Manage Project Closeout process, punch list and client acceptance.

Programming

Control system programming is based upon a modifiable CONVERGEONE, INC. template that has been designed for ease of use and considered optimized for your solution. If you have purchased a custom design engagement the review cycle will consist of 3 remote sessions from inception to design. If you are a current CONVERGEONE, INC. client, CONVERGEONE, INC. will use a copy of your existing code. If you prefer to use your code, it will be addressed via a change order for analyzation and any remediation required.

Commissioning

Field engineers will perform acceptance testing of systems to ensure optimal signal quality of Audio Visual equipment, properly functioning control systems and operational conferencing systems as proposed in this scope of work and based on industry best practices. It imperative client representation is on-site with the field engineer in order to address any satisfaction issues at the time of testing. Return trips will be scheduled via the change management process.

Knowledge Transfer

Standard installation and documentation includes all manufactures' documentation as shipped with product and a onetime 30 minute overview of equipment/room functionality by the CONVERGEONE, INC. installation team and client contact while the CONVERGEONE, INC. installation team is on-site for the implementation of the project upon system completion (same day required).

Change Control Procedure

Despite good project planning, design and review, project plans often require some degree of change at some point. These changes are handled using Change Order requests, which must be agreed upon by all parties to the contract before such work can be performed.

Either CONVERGEONE, INC. or the client may initiate a Change Order for any deliverable, work requirement, assumption or dependency that is part of the project. All requests must be in writing and handled by the CONVERGEONE, INC. Project Manager. CONVERGEONE, INC. will review the change and provide pricing as applicable before proceeding. The CONVERGEONE, INC. Project Manager may also engage project team members to assess the impact of the change. Agreed changes must be approved in writing by an authorized representative of the client, via email or a modified purchase order.

CONVERGEONE, INC. Standard Service Hours

Unless indicated within this SOW, pricing is based on the assumption that Services will be performed between 8:00 AM and 5:00 PM local site time, Monday-Friday, excluding CONVERGEONE, INC.-designated holidays ("Standard Service Hours"). Work performed outside Standard Service Hours may be subject to overtime charges at the following rates:

Overtime (1.5 times)	Premium Overtime (2.0 times)
Evenings, Monday-Friday 5:00 PM-8:00 AM	Saturday 12:00 AM (midnight)–Monday 8:00 AM
Saturday, 8:00 AM–12:00 AM (midnight)	CONVERGEONE, INC.-designated holidays

Warranty

Post-implementation support will be provided for a period of thirty (30) calendar days once the solution is brought into service. If multiple sites or locations are included as part of the solution, all sites or locations will each have their own support period. Post-implementation warranty provides the following:

- Minor changes and/or corrections to the solution that are included in the approved design based on the SOW.
- Completion of all changes as part of an agreed punch list of actions
- Fix or replacement of defective hardware installed by CONVERGEONE, INC..

Service Delivery Assumptions

Services included within projects are always designed and priced to occur over consecutive days. Projects requiring multiple site visits and/or intervals of inactivity between events must be noted as such prior to acceptance of this SOW. The Project Team has some discretion within these matters but has limitations regarding resource commitments over weekends and Holidays. It is the Client's responsibility to notify CONVERGEONE, INC. if the site requires any specialized training/access for personnel and/or Union trades for any tasks associated with this SOW. Notification of requirements must take place prior to quote. Any and all additional costs for post- quote changes or additional site strictures requiring specialized training or Union Labor shall be chargeable to the Client.

Therefore, requirements of this sort should be identified and reviewed prior to project commencement. All project changes thereafter will be addressed through the CONVERGEONE, INC. change order process.

General Assumptions

Please review this SOW carefully to ensure all contracted services are included. If a product or service is not described within this SOW, you should assume it is not included. Contact your CONVERGEONE, INC. representative with any questions or concerns.

Client Responsibilities

- Designate a single point of contact for CONVERGEONE, INC.. This individual will:
 - Thoroughly understand the business requirements and technical environment.
 - Be authorized to make timeline, configuration, and workflow decisions.
 - Ensure and document that all client-provided accountabilities are prepared.
 - Act as interface between CONVERGEONE, INC. and client personnel that will perform activities associated with this project.

- Sign and return an acceptance certificate or other document evidencing acceptance of the completed milestone and/or solution.
- Assign additional knowledgeable client resources as required to fulfill client accountabilities as part of the overall solution deployment.
- Obtain (at client expense) any necessary permits and/or licenses required prior to installation of equipment.
- Provide secured site for storage and installation of equipment, including necessary electrical, wiring, grounding and HVAC requirements. All conduit and raceway as required by CONVERGEONE, INC. design documentation and/or applicable electrical codes.
- Provide floor plans for equipment-room configuration and related locations, if applicable.
- Verify and complete forms and questionnaires from CONVERGEONE, INC. consultants or engineers in a timely fashion.
- Provide access to facilities and personnel as necessary to perform CONVERGEONE, INC. responsibilities.
- Access to facilities or rooms based on agreed upon schedule.
- Removal and disposal of any boxes or packing material or old equipment if no receptacles are provided by client or GC.
- Verify and arrange for installation of all applicable network connections. Provide a functional network for installation.
- Responsible for managing all vendors performing work that impact the project.
- The environment shall be secure and free of dust, debris and conditions that might prove detrimental to the equipment provided or personnel on site.
- Any and all site preparations, infrastructure and/or Owner Furnished Equipment (where applicable) shall be complete and accessible at the inception of the Project.
- All required spaces (rooms, access points, etc) must be available at the start of the installation and remain available for the duration of the Project.
- All millwork will be performed by client.
- Electrical power will be provided by the client and must meet or exceed all electrical standards.
- All backing is to be provided by the client. If client opts not to provide backing they assume responsibility for outcome.
- Client will provide all rack ventilation and toe kicks.
- Unless otherwise stated client is responsible for installation of ceiling mounted projection screens and projection lifts.
- When needed, client is responsible for providing man lift.

Product Delivery

Products will be shipped directly to each location listed in this Section unless the Project description specifies that the product(s) are to be staged at an CONVERGEONE, INC. warehouse prior to delivery to your location(s). When product(s) is shipped directly to your location, you agree to pay the remaining balance of product charges, shipping, plus applicable taxes as indicated on the order at the time of shipment from the manufacturer/distributor to your location. If product staging is specified in this SOW, CONVERGEONE, INC. will receive the product(s) at our warehouse, inspect, combine, and re-package your product(s) onto a simplified pallet(s). This process better organizes your product(s) and reduces the number of shipments, eliminating the necessity to perform these procedures at your location. When staging is elected, you agree to pay the remaining balance of product charges, shipping, plus applicable taxes as indicated on the order at the time of shipment of the product(s) from the manufacturer/distributor to the CONVERGEONE, INC. warehouse. Storage of completed pallet(s) beyond the delivery date agreed in the Project Schedule will be charged at a rate of ten dollars (\$10.00) per pallet per day.

EXHIBIT B

COMPENSATION SCHEDULE & REIMBURSABLE EXPENSES

	Qty	Part Number	Description	Unit Price	Total
SYSTEMS	2	7200-65340-001	RealPresence Group 310-720p:Group 310 HD codec, EagleEyeIV-4x camera, mic array, univ. remote, NTSC/PAL. Cables: 1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 HDCL digital 3m, Pow er: AMER-Type B, NEMA 5-15. Maintenance Contract Required.	\$3,245.00	\$6,490.00
	8	7200-25500-009	RealPresence Trio 8800 Collaboration Kit, 802.3af/at PoE. Incl. Trio 8800, Trio Visual+, Logitech Webcam C930e and 1 yr Partner Premier. Ships with Ethernet cables (2.1m/4.5m/7.6m), 2m USB cable, 1.8m HDMI cable, VESA mount. NO POWER KIT.	\$1,443.00	\$11,544.00
	Total Systems				\$18,034.00
PERIPHERALS	2	5150-65083-001	Group Series Microsoft Interop License. Enables Skype for Business, Lync 2013, and AV MCU interop on qualified RP Group series software. Valid for all RP Group Series products.	\$579.00	\$1,158.00
	2	2215-65169-001	Mounting bracket for RealPresence Group 300 and 500. Allow s EagleEye camera and codec to be mounted together. Recommends use of 2215-68675-001 mounting bracket for w all/display mounting.	\$69.15	\$138.30
	2	8200-84190-001	Polycom RealPresence Touch with silver trim for use with Group Series models. Requires PoE network connection or optional external power supply (2200-42740-XXX). One year Premier Maintenance Included in CALA.	\$1,221.00	\$2,442.00
	2	2200-42740-001	AC Power Kit for SoundStation IP 6000, RP Touch and PLCM Touch Control. Includes 100-240V, 0.4A, 48VDC power supply, 6ft/1.8m power cord with NA plug and Power-over-Ethernet Insertion Cable (PIC).	\$84.43	\$168.86
	2	7200-84685-001	Polycom Pano. Wireless Presentation System. 4K 60fps RGB444 output, HDMI IN 4K 30fps, Miracast, Airplay, App, Cloud Casting, Touch. Cables: 1 HDMI 1.8m, 1 CAT 5E LAN 3.6m, 1 USB Type-B 2m, Pow er: AMER - Type B, NEMA 5-15. Maintenance Contract Required.	\$1,271.00	\$2,542.00
	2	2200-23809-002	Ceiling Microphone array-White "Primary". Includes 2ft/60cm drop cable, electronics Interface, wall plate with 10ft/3m and 50ft/15m plenum cable, RJ45(F)/Walta(M). For RealPresence Group, HDX and SoundStructure. See Extension for additional arrays.	\$865.00	\$1,730.00
	2	2200-23810-002	Ceiling Microphone Array - White "Extension" Kit: Includes 2ft/60cm drop cable, electronics interface, 25ft/7.6m plenum cable. For use with Ceiling Microphone Array 2200-23809-002. Platform dictates maximum # supported.	\$865.00	\$1,730.00
	8	2200-65790-001	Expansion Microphone kit for RealPresence Trio 8800. Incl. two expansion microphones and two 2.1m/7ft cables.	\$239.35	\$1,914.80
	8	5150-84981-001	Unified Communication Software License for 1 Unit of Screen Mirroring from AirPlay and Miracast certified devices for use with RealPresence Trio Visual+ connected with RP Trio 8800. Active maintenance contract with RealPresence Trio Visual+ required.	\$35.13	\$281.04
	2	HD-MD-400-C-E	HD Scaling Auto-Switcher & Extender 400	\$866.67	\$1,733.34
	12	CONTROL 26CT	6.5in CEILING SPEAKER 70 VOLT	\$158.67	\$1,904.04
	2	60-850-01	Mono 70 V Amplifier - 200 Watts	\$460.00	\$920.00
	1	Misc.	Miscellaneous Cables For All Rooms	\$2,084.20	\$2,084.20
Total Peripherals					\$18,746.58

INSTALL	1	City Managers Large CR	\$3,892.32	\$3,892.32
	1	Water Pollution Control District	\$3,892.32	\$3,892.32
	8	Smaller Conference Rooms - Trio's	\$983.68	\$7,869.44
			Total Installations	\$15,654.08
SERVICES	2	SP-65340716-XX1R One Year TotalCare Remote Support: RealPresence Group 310 720p: Group 310 HD CODEC, EagleEyeIV -4x camera. Comprehensive product support includes Polycom 8x5xNBD advanced parts replacement coverage , plus 24x7 SPS Service Desk with live technical support, comprehensive troubleshooting, enhanced response SLAs, and parts fulfillment support.	\$618.00	\$1,236.00
	8	SP-66070-112-XX1R One Year TotalCare Remote Support: RealPresence Trio 8800 IP Conference Phone. Comprehensive product support includes Polycom 8x5xNBD advanced parts replacement coverage , plus 24x7 SPS Service Desk with live technical support, comprehensive troubleshooting, enhanced response SLAs, and parts fulfillment support.	\$55.40	\$443.20
	2	SP-65810112-XX1R One Year TotalCare Remote Support: RealPresence Touch with chrome trim. Comprehensive product support includes Polycom 8x5xNBD advanced parts replacement coverage , plus 24x7 SPS Service Desk with live technical support, comprehensive troubleshooting, enhanced response SLAs, and parts fulfillment support.	\$189.25	\$378.50
	2	SP-69747160-XX1R One Year TotalCare Remote Support: RealPresence Group 500-720p: Group 500 HD codec, EagleEyeIV -4x camera. Comprehensive product support includes Polycom 8x5xNBD advanced parts replacement coverage plus 24x7 SPS Service Desk with live technical support, comprehensive troubleshooting, enhanced response SLAs, and parts fulfillment support.	\$1,062.00	\$2,124.00
	2	SP-01021160-XX1R One Year TotalCare Remote Support: One Year, Polycom Pano Wireless Presentation System. Comprehensive product support includes Polycom 8x5xNBD advanced parts replacement coverage plus 24x7 SPS Service Desk with live technical support, comprehensive troubleshooting, enhanced response SLAs, and parts fulfillment support.	\$277.00	\$554.00
	1	Misc. Support on Non-Polycom Hardware - OPTIONAL	\$675.00	\$675.00
			Total Maintenance Services	\$5,410.70
Total Hardware			\$36,780.58	
Total Installation			\$15,654.08	
Total Service			\$5,410.70	
Estimated Sales Tax 9.75%			\$4,981.42	
Estimated Shipping			\$919.51	
GRAND TOTAL			\$63,746.29	
Due and Payable upon shipment:			\$36,780.58	
Due Net 30 days from installation:			\$21,064.78	

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.

2831115.1