AGREEMENT FOR SERVICES
BETWEEN THE
CITY OF SANTA CLARA, CALIFORNIA,
AND
PRESIDIO NETWORKED SOLUTIONS GROUP, LLC

PREAMBLE

This Agreement is entered into between the City of Santa Clara, California, a chartered California municipal corporation (City) and Presidio Networked Solutions Group, LLC, a Delaware limited liability company, (Contractor). City and Contractor may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

RECITALS

A.   City desires to secure the services more fully described in this Agreement, at Exhibit A1, entitled "Scope of Services";

B.   Contractor represents that it, and its subcontractors, if any, have the professional qualifications, expertise, necessary licenses and desire to provide certain goods and/or required services of the quality and type which meet objectives and requirements of City; and,

C.   The Parties have specified herein the terms and conditions under which such services will be provided and paid for.

D.   City acknowledges and agrees the documents herein described as Exhibit D1 – D4 are by and between Presidio Technology Capital, LLC ("PTC") and the City are independent of the Contractor documents described as Exhibits A, B, C and E. The obligations hereunder described in the Payment Agreement are separate and distinct obligations and shall be treated as such by all Parties.

The Parties agree as follows:

AGREEMENT TERMS AND CONDITIONS

1.   AGREEMENT DOCUMENTS

The documents forming the entire Agreement between City and Contractor shall consist of these Terms and Conditions and the following Exhibits, which are hereby incorporated into this Agreement by this reference:

Exhibit A1 – Scope of Services

        A2 – Implementation Tasks by Phase

A3 – Preliminary Implementation Schedule

A4 – Final Acceptance Certificate

A5 – Price List

Exhibit B – Schedule of Fees

Exhibit C – Insurance Requirements

Exhibit D1 – Installment Agreement for Software Subscriptions and Maintenance

D2 – Certificate of Acceptance and Acknowledgement of Assignment

D3 – Incumbency Certificate

D4 – Form Opinion of Counsel Letter

Exhibit E – Notice of Exercise of Option to Extend Agreement From

Except for the documents collectively labeled Exhibit D, this Agreement, including the Exhibits set forth above, contains all the agreements, representations and understandings of the Parties, and supersedes and replaces any previous agreements, representations and understandings, whether oral or written. In the event of any inconsistency between the provisions of any of the Exhibits and the Terms and Conditions, the Terms and Conditions shall govern and control.

2. **TERM OF AGREEMENT**

A.   Unless otherwise set forth in this Agreement or unless this paragraph is subsequently modified by a written amendment to this Agreement, the term of this Agreement shall begin on or about July 14, 2021 and terminate on the fifth anniversary of the date software is enabled for Phase 2.

B.   After the Initial Term, the City reserves the right, at its sole discretion, to extend the term of this Agreement for up to two (2) additional five-year terms through July 31, 2036 ("Option Periods"), subject to the appropriation of funds. See Exhibit E for Notice of Exercise to Option to Extend Agreement Form

3. **SCOPE OF SERVICES & PERFORMANCE SCHEDULE**

Contractor shall perform those Services specified in Exhibit A1 thru A5 and within the time stated in Exhibit A3. Time is of the essence.

4. **WARRANTY**

Contractor expressly warrants that all materials and services covered by this Agreement shall be fit for the purpose intended, shall be free from defect and shall conform to the specifications, requirements and instructions upon which this Agreement is based. Contractor agrees to promptly replace or correct any incomplete, inaccurate or defective Services at no further cost to City when defects are due to the negligence, errors or omissions of Contractor. If Contractor fails to promptly correct or replace materials or services, City may make corrections or replace materials or services and charge Contractor for the cost incurred by City.

5. **LIMITATION OF LIABLITY**

In no event shall either Party be liable for any indirect, incidental special, exemplary, punitive or consequential damages, or damages for loss of profits, revenue, data, or use, incurred by City or Contractor in an action in contract, even if the other party or any other person has been advised of the possibility of such damages. Each party's entire liability and exclusive remedy for damages claimed by the other Party in an action in contract, including, but not limited to, nonperformance or misrepresentation, shall be limited to the amount which has been actually paid to Contractor by City for services under the applicable proposal, to the extent allowed by law.

Notwithstanding the foregoing, the limitation of liability above shall not apply to any actions brought by a third party or to any actions arising in tort, statutory, otherwise (any legal theory).

6. **QUALIFICATIONS OF CONTRACTOR - STANDARD OF CARE**

Contractor represents and maintains that it has the expertise in the professional calling necessary to perform the Services, and its duties and obligations, expressed and implied, contained herein, and City expressly relies upon Contractor's representations regarding its skills and knowledge. Contractor shall perform such Services and duties in conformance to and consistent with the professional standards of a specialist in the same discipline in the State of California.

7. **COMPENSATION AND PAYMENT**

In consideration for Contractor's complete performance of Services, City shall pay Contractor for all materials provided and Services rendered by Contractor in accordance with Exhibit B, entitled "SCHEDULE OF FEES." The maximum compensation of this Agreement is **One Million Five Hundred Thirty Five Thousand Two Hundred Thirty-Two Dollars and Seventy-Four Cents ($1,535,232.74)**, subject to budget appropriations, which includes all payments that may be authorized for Services and for expenses, supplies, materials and equipment required to perform the Services, and is broken down as follows:

- $684,954.24 paid to Contractor upon Execution

- $784,795.65 paid to PTC pursuant to Exhibit D1 – D4, in five annual installments of $156.959.13

All work performed or materials provided in excess of the maximum compensation shall be at Contractor's expense. Contractor shall not be entitled to any payment above the maximum compensation under any circumstance.

8. TERMINATION BETWEEN CONTRACTOR AND CITY

A. <u>Termination for Default</u>. If Contractor fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice to Contractor

B. Upon termination, each Party shall assist the other in arranging an orderly transfer and close-out of services. As soon as possible following the notice of termination, but no later than ten (10) days after the notice of termination, Contractor will deliver to City all City information or material that Contractor has in its possession.

9. ASSIGNMENT AND SUBCONTRACTING

A. City and Contractor bind themselves, their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written approval of City. Contractor shall not hire subcontractors without express written permission from City.

B. Contractor shall be as fully responsible to City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by it.

10. NO THIRD PARTY BENEFICIARY

This Agreement shall not be construed to be an agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

11. INDEPENDENT CONTRACTOR

Contractor and all person(s) employed by or contracted with Contractor to furnish labor and/or materials under this Agreement are independent contractors and do not act as agent(s) or employee(s) of City. Contractor has full rights to manage its employees in their performance of Services under this Agreement.

12.   CONFIDENTIALITY OF MATERIAL

All ideas, memoranda, specifications, plans, manufacturing procedures, data, drawings, descriptions, documents, discussions or other information developed or received by or for Contractor and all other written information submitted to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Contractor which is otherwise known to Contractor or becomes generally known to the related industry shall be deemed confidential.

13.   OWNERSHIP OF MATERIAL

All material, which shall include, but not be limited to, data, sketches, tracings, drawings, plans, diagrams, quantities, estimates, specifications, proposals, tests, maps, calculations, photographs, reports, designs, technology, programming, works of authorship and other material developed, collected, prepared or caused to be prepared under this Agreement shall be the property of City but Contractor may retain and use copies thereof. City shall not be limited in any way or at any time in its use of said material. However, Contractor shall not be responsible for damages resulting from the use of said material for work other than Project, including, but not limited to, the release of this material to third parties.

14.   RIGHT OF CITY TO INSPECT RECORDS OF CONTRACTOR

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for four (4) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Contractor for the purpose of verifying any and all charges made by Contractor in connection with Contractor compensation under this Agreement, including termination of Contractor. Contractor agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. Any expenses not so recorded shall be disallowed by City. Contractor shall bear the cost of the audit if the audit determines that there has been a substantial billing deviation in excess of five (5) percent adverse to the City.

Contractor shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Contractor agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Contractor's Services hereunder.

15.   HOLD HARMLESS/INDEMNIFICATION

A.   To the extent permitted by law, Contractor agrees to protect, defend, hold harmless and indemnify City, its City Council, commissions, officers, employees, volunteers and agents from and against any claim, injury,

liability, loss, cost, and/or expense or damage, including all costs and attorney's fees in providing a defense to any such claim or other action, and whether sounding in law, contract, tort, or equity, in any manner arising from, or alleged to arise in whole or in part from, or in any way connected with the Services performed by Contractor pursuant to this Agreement – including claims of any kind by Contractor's employees or persons contracting with Contractor to perform any portion of the Scope of Services – and shall expressly include passive or active negligence by City connected with the Services. However, the obligation to indemnify shall not apply if such liability is ultimately adjudicated to have arisen through the sole active negligence or sole willful misconduct of City; the obligation to defend is not similarly limited.

B.   Contractor's obligation to protect, defend, indemnify, and hold harmless in full City and City's employees, shall specifically extend to any and all employment-related claims of any type brought by employees, contractors, subcontractors or other agents of Contractor, against City (either alone, or jointly with Contractor), regardless of venue/jurisdiction in which the claim is brought and the manner of relief sought.

C.   To the extent Contractor is obligated to provide health insurance coverage to its employees pursuant to the Affordable Care Act ("Act") and/or any other similar federal or state law, Contractor warrants that it is meeting its obligations under the Act and will fully indemnify and hold harmless City for any penalties, fines, adverse rulings, or tax payments associated with Contractor's responsibilities under the Act.

16.   INSURANCE REQUIREMENTS

During the term of this Agreement, and for any time period set forth in Exhibit C, Contractor shall provide and maintain in full force and effect, at no cost to City, insurance policies as set forth in Exhibit C.

17.   WAIVER

Each Party agrees that waiver by the other Party of any one or more of the conditions of performance under this Agreement shall not be construed as waiver(s) of any other condition of performance under this Agreement. Neither Contractors receipt of payment, or City's review, acceptance nor payments for any of the Services required under this Agreement shall be constructed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

18.   NOTICES

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

> City of Santa Clara
> Attention: Department of Information Technology
> 1500 Warburton Avenue
> Santa Clara, CA 95050
> and by e-mail at rsingh@santaclaraca.gov

And to Contractor addressed as follows:

> Presidio Networked Solutions Group, LLC
> Dan Ornelas
> 5000 Hopyard Rd., Suite 188
> Pleasanton, CA 94588
> and by e-mail at dornelas@presidio.com

> And to PTC addressed as follows:
> Presidio Technology Capital, LLC
> 2 Sun Court, Suite 120
> Norcross, GA 30092-9204
> Attention: Director, Syndications

The workday the e-mail was sent shall control the date notice was deemed given. An e-mail transmitted after 1:00 p.m. on a Friday shall be deemed to have been transmitted on the following business day.

19.   COMPLIANCE WITH LAWS

Contractor shall comply with all applicable laws and regulations of the federal, state and local government, including but not limited to "The Code of the City of Santa Clara, California" ("SCCC"). In particular, Contractor's attention is called to the regulations regarding Campaign Contributions (SCCC Chapter 2.130), Lobbying (SCCC Chapter 2.155), Minimum Wage (SCCC Chapter 3.20), Business Tax Certificate (SCCC section 3.40.060), and Food and Beverage Service Worker Retention (SCCC Chapter 9.60), as such Chapters or Sections may be amended from time to time or renumbered. Additionally Contractor has read and agrees to comply with City's Ethical Standards (http://santaclaraca.gov/home/showdocument?id=58299).

20.   CONFLICTS OF INTEREST

Contractor certifies that to the best of its knowledge, no City officer, employee or authorized representative has any financial interest in the business of Contractor and that no person associated with Contractor has any interest, direct or indirect,

which could conflict with the faithful performance of this Agreement. Contractor is familiar with the provisions of California Government Code section 87100 and following, and certifies that it does not know of any facts which would violate these code provisions. Contractor will advise City if a conflict arises.

21. FAIR EMPLOYMENT

Contractor shall not discriminate against any employee or applicant for employment because of race, sex, color, religion, religious creed, national origin, ancestry, age, gender, marital status, physical disability, mental disability, medical condition, genetic information, sexual orientation, gender expression, gender identity, military and veteran status, or ethnic background, in violation of federal, state or local law.

22. NO USE OF CITY NAME OR EMBLEM

Contractor shall not use City's name, insignia, or emblem, or distribute any information related to services under this Agreement in any magazine, trade paper, newspaper or other medium without express written consent of City.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California. The venue of any suit filed by either Party shall be vested in the state courts of the County of Santa Clara, or if appropriate, in the United States District Court, Northern District of California, San Jose, California.

24. SEVERABILITY CLAUSE

In case any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions, which shall remain in full force and effect.

25. AMENDMENTS

This Agreement may only be modified by a written amendment duly authorized and executed by the Parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but both of which shall constitute one and the same instrument.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives.

CITY OF SANTA CLARA, CALIFORNIA
a chartered California municipal corporation

Approved as to Form: Dated: _____

_____   _____
BRIAN DOYLE   DEANNA J. SANTANA
City Attorney   City Manager
                                     1500 Warburton Avenue
                                     Santa Clara, CA 95050
                                     Telephone: (408) 615-2210
                                     Fax: (408) 241-6771
                      "CITY"

PRESIDIO NETWORK SOLUTIONS GROUP, LLC
a California limited liability company

Dated: _____
By (Signature): _____
Name: Kim Dukes
Title: Director of Sales Operations

Principal Place of   7701 Las Colinas Ridge, Suite 600
Business Address: Irving, TX 75063
Email Address: kdukes@presidio.com
Telephone: (469) 549-9815
Fax: (972) 956-9525
                 "CONTRACTOR"

EXHIBIT A1
SCOPE OF SERVICES

The Services to be performed for the City by the Contractor under this Agreement are set forth below.

The Scope of Services, including Exhibit A1, Contractor's proposal response, Best and Final Offer provide context, supplemental information, and are incorporated by reference to the extent not inconsistent with the Agreement.

1. Introduction

1.1. The enterprise network currently supports the business needs of the City of Santa Clara ("City") for a High Availability (HA) network with the ability to fail between trunks/paths without interruption to or loss of service for critical applications such as P25 Radio and CAD-911.

1.2. Contractor will upgrade the City's enterprise network equipment and software as proposed in Contractor's response to the Request for Proposal and as outlined within this scope. These upgrades are expected to be completed in different phases. Network availability and reliability during and after the upgrades is crucial because this network supports the City's operations related to essential services such as public safety and essential City services. Contractor will be responsible for ensuring continuity of network availability during implementation and commissioning.

2. General Requirements

2.1. Contractor will ensure that the solution shall address current and upcoming business enablement, security, mobile workforce needs, seamless connectivity between cloud-based applications and on-premise and concepts such as configure on connect. The solution must deliver measurable business value and provide analytics upon implementation. Payment schedule for the implementation will be based on business value outcomes along with the payment structure.

2.2. Contractor will ensure that the implemented solution addresses the following high level requirements:

2.2.1. A Cloud Ready Network

2.2.2. Software defined architecture (SDA)

2.2.3. Supports High Availability (HA) fully-converged network for mission critical applications

2.2.4. Has the ability to fail between trunks/paths without interruption to or loss of service for critical applications such as P25 Radio and CAD-911

2.2.5. Implement end-to-end network quality of service (QOS) policies for network traffic prioritization.

2.2.6. The network today is mostly Layer 2 so is not routed with a few exceptions and is one of the key recommendations made in a network assessment was to implement a routed network with robust security between VLAN's, network segments, and routing domains

2.2.7. Solution will be secure, stable, agile, flexible and robust

2.2.8. Implement a "configure on connect" policy driven environment (ISE/SGT)

2.2.9. Solution will provide a consistent end user experience (i.e. that the end user experience shall be the same across all devices that they access the city network from be it; desktop, laptop, iPad, Android Tablet, etc.)

2.2.10. Implement automation and centralized administration (L2/L3 automation - SDA/SDN/DNA).

2.2.11. Solution will provide system wide analytics historic and predictive.

2.2.12. Include security and compliance in the design from the outset to provide user identity and access management.

2.3. Contractor will provide the following hardware and software to the City:

2.3.1. Phase 1: SDA

Part Number	Description	Qty
C9500-32C-A	Catalyst 9500 32-port 100G only, Advantage	4
C9500-NW-A	C9500 Network Stack, Advantage	4
C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	4
C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	4
CAB-TA-NA	North America AC Type A Power Cable	8
C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	20
C9500-DNA-32C-P	C9500 DNA Premier, 32C Port, Term License	4
ISE-BASE-T	ISE BASE Term License	200
ISE-PLS-T	ISE PLS Term License	200
SWATCH-T	StealthWatch 1 FPS Term License	400
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	12
QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	4
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	4
SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	4

Part Number	Description	Qty
CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	4
C9404R	Cisco Catalyst 9400 Series 4 slot chassis	8
C9400-NW-A	Cisco Catalyst 9400 Network Advantage License	16
C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply	32
C9400-DNA-P	C9400 DNA-Premier License	8
ISE-BASE-T	ISE BASE Term License	1600
ISE-PLS-T	ISE PLS Term License	1600
SWATCH-T	StealthWatch 1 FPS Term License	3200
PI-LFAS-T	Prime Infrastructure Lifecycle & Assurance Term - Smart Lic	16
C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module	8
SFP-10G-SR	10GBASE-SR SFP Module	8
C9400-SSD-NONE	No SSD Memory Selected	8
C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module	8
C9400-SSD-NONE	No SSD Memory Selected	8
SFP-10G-SR	10GBASE-SR SFP Module	8
C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)	8
NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	8
C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	8
CAB-CON-C9K-RJ45	Console Cable 6ft with RJ-45-to-RJ-45	8
TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	8
S9400UK9-173	Cisco Catalyst 9400 XE 17.3 UNIVERSAL	8
CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	32
DN2-HW-APL	Cisco DNA Center Appliance (Gen 2) - 44 Core	3
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	6
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	6
DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	3
DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	6
DN2-SD-64G-S	64GB SD Card for UCS Servers	3
DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	3
DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	3

Part Number	Description	Qty
DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	3
DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	3
DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	32
DN2-SD480G6I1X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	6
DN2-CPU-I6238	Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHz	6
DN2-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	32
DN2-HW-APL-LIC	DNAC Appliance License - 44 Core	3
DNA-SW-2.1.2	Cisco DNA Center SW 2.1.2	3
AIR-DNA	CISCO DNA for Wireless - CHOOSE ONLY QTY 1 HERE	30
PI-LFAS-AP-T	Prime AP Term Licenses	30
AIR-DNA-A-T	Wireless Cisco DNA On-Prem Advantage, Term, Tracker Lic	30
AIR-DNA-NWSTACK-A	AIR CISCO DNA Perpetual Network Stack	30
AIR-DNA-A	Wireless Cisco DNA On-Prem Advantage, Term Lic	30
D-CISCODNAS-SEE-T	Cisco DNA Spaces See Term License for Cisco DNA	30
C3650-DNA-A-48=	C3650 DNA Advantage, 48-port Term licenses spare	2
QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	4
CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	8
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	12
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	16
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	12
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	12
GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	6
L-ISE-TACACS-ND=	Cisco ISE Device Admin Node License	1
L-ISE-BSE-PLIC	Cisco ISE Base License	1
L-ISE-BSE-P3	Cisco ISE Base License - Sessions 500 to 999	500
L-ISE-PLS-LIC=	Cisco ISE Plus License	500
L-ISE-APX-LIC=	Cisco ISE Apex License	300
L-AC-APX-LIC=	Cisco AnyConnect Apex Term License, Total Authorized Users	300
CON-SSSNT-C95AC032	SOLN SUPP 8X5XNBD Catalyst 9500 32-port 100G only, Advanta	4
CON-SSTCM-C9524QP	SOLN SUPP SW SUBC9500 DNA Premier 2	4

Part Number	Description	Qty
C9500-DNA-P-5Y	C9500 DNA Premier,40X/24Q/48Y4C/32C/32QC ,5Year Term License	4
ISE-BASE-TRK-5Y	ISE BASE Tracker Term 5Y	200
ISE-PLS-TRK-5Y	ISE PLS Tracker Term 5Y	200
SWATCH-TRK-5Y	ISE BASE Tracker Term 5Y	400
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	12
CON-SSSNT-C9404R	SOLN SUPP 8X5XNBD Cisco Catalyst 9400 Series 4 slot chassi	8
CON-SSTCM-C94P	SOLN SUPP SW SUBC9400 DNAPremier Li	8
C9400-DNA-P-5Y	C9400 DNA Premier 5 Year Term License	8
ISE-BASE-TRK-5Y	ISE BASE Tracker Term 5Y	1600
ISE-PLS-TRK-5Y	ISE PLS Tracker Term 5Y	1600
SWATCH-TRK-5Y	ISE BASE Tracker Term 5Y	3200
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	16
TE-EMBEDDED-T-5Y	ThousandEyes - Enterprise Agents	8
CON-SSSNT-DN2HWPL	SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	1
CON-SSSNT-DN2HWPL	SOLN SUPP 8X5XNBD DNA Center Appliance (Gen 2)	2
AIR-DNA-TRK-5Y	CISCO DNA Wireless Term Tracker 5Y	30
PI-LFAS-AP-T-5Y	PI Dev Lic for Lifecycle & Assurance Term 5Y	30
AIR-DNA-A-T-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term, Tracker Lic	30
AIR-DNA-A-5Y	Wireless Cisco DNA On-Prem Advantage, 5Y Term Lic	30
D-CISCODNAS-SEE-5Y	Cisco DNA Spaces See Term 5Y	30
C3650-DNA-A-48-5Y	C3650 DNA Advantage, 48-port, 5 Year Term license	2
L-ISE-PLS-5Y-S3	Cisco ISE Plus License, 5Y, 500 - 999 Sessions	500
L-ISE-APX-5Y-S2	Cisco ISE Apex License, 5Y, 250 - 499 Sessions	300
L-AC-APX-5Y-S3	Cisco AnyConnect Apex License, 5YR, 250-499 Users	300
Part Number	Description	Qty
FPR4115-FTD-HA-BUN	Cisco Firepower 4115 Threat Defense Chss,Subs HA Bundle	1
FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	2
FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	2
CAB-TA-NA	North America AC Type A Power Cable	4
FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	2
FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	4
FPR4K-S-FAN-	Firepower 4000 Series Fan - Siingle	12

Part Number	Description	Qty
FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit	2
FPR4K-ACC-KIT2	FPR4K Hardware Accessory Kit	2
GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	2
SFP-10G-SR	10GBASE-SR SFP Module	4
FPR4K-SSD400-	Firepower 4000 Series 400GB SSD for FPR-4125	2
FPR4K-CBL-MGMT	Firepower 4000 Cable Mgmt Brackets	2
FPR-MSP-SSD	Cisco Firepower Malware Storage Pack, SSD	2
SF-F4K-TD6.6-K9	Cisco Firepower Threat Defense software v6.6 for FPR4100	2
SF-F4KFXOS2.8.1-K9	Cisco Firepower Extensible Operating System v2.8.1 - FPR4100	2
FMC2600-K9	Cisco Firepower Management Center 2600 Chassis	1
SF-FMC-6.4-K9	Cisco Firepower Management Center Software v6.4	1
FMC-M5-PS-AC-770W	Cisco FMC 770W AC Power Supply	2
FMC-M5-MRAID-12G	Cisco FMC 12G Modular RAID controller with 2GB cache	1
FMC-M5-SD-32G	Cisco FMC 32GB SD Card Module	1
FMC-M5-TPM-2.0	Cisco FMC Trusted Platform Module 2.0	1
FMC-M5-HDD-600G	Cisco FMC 600GB 12G SAS 10K RPM SFF HDD	4
FMC-M5-MSTOR-SD	Cisco FMC Mini Storage Carrier Card for SD (holds up to 2)	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
FMC-M5-NIC-SFP	Cisco FMC X710-DA2 dual-port 10G SFP+ NIC	1
SFP-10G-SR	10GBASE-SR SFP Module	2
FMC-M5-MEM-X-16GB	Cisco FMC 16GB DDR4-2933-MHz RDIMM/PC4-21300/Single Rank	4
FMC-M5-CPU-I4214	Cisco FMC 2.4 GHz 4214 Processor, 12MB Cache, 12 Core	2
L-FPR4115T-TC=	Cisco FPR4115 Threat Defense Threat and URL License	2
CON-SNT-FPR4115N	SNTC-8X5XNBD Cisco Firepower 4115 NGFW Appliance, 1U,	2
CON-SNT-FC2600K9	SNTC-8X5XNBD Cisco Firepower Management Center 2600 C	1
L-FPR4115T-TC-5Y	Cisco FPR4115 Threat Defense Threat and URL 5Y Subs	2

2.3.2. Phase 2: ACI

Part Number	Description	Qty
ACI-C9332-APIC-B2	ACI Bundle with 2 9332C and APIC	1
N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	2
N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	2

Part Number	Description	Qty
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	10
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4
SFP-10G-LR	10GBASE-LR SFP Module	4
QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	4
ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	2
QSFP-H40G-ACU10M	40GBASE-CR4 Active Copper Cable, 10m	4
SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	2
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	4
MODE-ACI-SPINE	Dummy PID for mode selection	2
C1-N9K-SEC-XF-5Y	Data Center Networking Security License Term N9300 Fixed, 5Y	2
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	2
APIC-CLUSTER-L3	APIC Cluster - Large Configurations (> 1200 Edge Ports)	1
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	1
APIC-DK9-4.2	APIC Base Software Release 4.2	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	1
APIC-PSU1-770W	770W power supply for USC C-Series	2
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	1
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	1
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	2
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	1
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	2
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	1
APIC-DK9-4.2	APIC Base Software Release 4.2	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	1
APIC-PSU1-770W	770W power supply for USC C-Series	2
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	1
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	1
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	2
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	1

Part Number	Description	Qty
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	2
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	1
APIC-DK9-4.2	APIC Base Software Release 4.2	1
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	2
APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	1
APIC-PSU1-770W	770W power supply for USC C-Series	2
APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	1
APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	1
APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	2
APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	1
APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	2
APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	1
APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	12
APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	12
APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	12
N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	2
N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	2
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	10
NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	4
ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	2
SFP-10G-SR	10GBASE-SR SFP Module	4
SFP-10G-LR	10GBASE-LR SFP Module	4
QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	4
QSFP-H40G-ACU7M	40GBASE-CR4 Active Copper Cable, 7m	4
MODE-ACI-SPINE	Dummy PID for mode selection	2
SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	2
C1-N9K-SEC-XF-5Y	Data Center Networking Security License Term N9300 Fixed, 5Y	2
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	2
N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec UP. SyncE	4
MODE-ACI-LEAF	Dummy PID for mode selection	4
ACI-N9KDK9-15.1.3	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.1.3	4
NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	4

Part Number	Description	Qty
NXA-PDC-930W-PE	Nexus 9K DC PS, Port-side Exhaust	8
SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	8
SVS-B-N9K-PR-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	4
SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	4
NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	4
CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	8
C1P1TN9300XF-5Y	DCN Premier Term N9300 XF, 5Y	4
C1-N9K-SEC-XF-5Y	Data Center Networking Security License Term N9300 Fixed, 5Y	4
NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	4
NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	16
QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	8
WSP-Q40GLR4L=	QSFP 40G Ethernet - LR4 Lite, LC, 2KM	4
GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	12
GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	12
SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	12
SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	8
CON-SSSNP-N9KC9332	SOLN SUPP 24X7X4 Nexus 9K ACI NX-OS Spine, 32p 40/100G	2
CON-ECMUS-ACISECXF	SOLN SUPP SWSS Security License for DCN	2
CON-SSSNP-APICCLL3	SOLN SUPP 24X7X4 APIC Cluster - Large	1
CON-SSSNP-N9KC9332	SOLN SUPP 24X7X4 Nexus 9K ACI NX-OS Spine, 32p 40/100G	2
CON-ECMUS-ACISECXF	SOLN SUPP SWSS Security License for DCN	2
CON-SNT-N9KC93X3	SNTC-8X5XNBD Nexus 9300 48p 1/10/25G, 6p 40/100G, MAC	4

3. Implementation

3.1. City staff will be responsible for receipt of network hardware, label and perform patch cable terminations and cross connections.

3.2. City is responsible for unboxing, staging of network hardware, racking and stacking of new equipment at each desired location.

3.3. Project Management Requirements

3.3.1. Contractor will assign a Project Manager ("PM") to lead each phase and tasks for the upgrades. The PM shall be the primary person communicating with the City and keeping the City fully apprised on the status and progress of the project.

3.3.2.   The PM will also be responsible for project schedule updates, creation and preparation of progress reports and meeting minutes, adherence to project scheduling, and general project coordination.

3.3.3.   Contractor will provide a named architect for the initial overall architecture design and subsequent iterations of design and implementations.

3.3.4.   Contractor will conduct an on-site or virtual project kick-off meeting for each phase with the project team to ensure all parties have a common understanding of the requirements, expectations, and schedule. In addition, during the kick-off meeting the following will be defined and reviewed:

3.3.4.1.   Processes for tracking project status
3.3.4.2.   Change control procedures
3.3.4.3.   Deliverable review and final system acceptance processes
3.3.4.4.   Review of escalation management process including lines of communication, reporting relationships, etc.

3.4.   Project Plan / Schedule

3.4.1.   Upon execution of contract, Contractor will submit to City a Project Plan (Microsoft Project Document) which shall list all major activities to upgrade network equipment and a schedule containing all deliverables, tasks, and milestones.

3.4.2.   Any changes to the Project Implementation Schedule that impact the completion date of each deliverable must be mutually agreed to and incorporated into a revised Project Implementation Schedule based on a change management process.

3.5.   Continuation of Operations and Security

3.5.1.   Contractor will ensure that:

3.5.1.1.   All existing network services continue to function during and after the upgrade to the system is complete.
3.5.1.2.   The existing security measures will continue to function, and the City will not be exposed to the internet without proper security measures. It is important to make sure that the City will not be accidently exposed to being hacked or allow bad actors to penetrate into the City. This means that all existing security rules should be maintained and no additional protocols, ports, IP addresses etc. are inadvertently introduced into the firewall.
3.5.1.3.   All existing functionalities critical to the system operation will be maintained.

3.5.1.4. There is a rollback plan in place and the existing network is able to take control in the event there are major issues with the new upgraded equipment during initial rollout.

3.6. Testing

3.6.1. Contractor will prepare a detailed test plan to be approved by City staff.

3.6.2. City staff shall be able to participate in the testing process.

3.6.3. Contractor will perform virtual workload failover testing.

3.7. Migration, Commissioning, and Transition to Operations/Go Live

3.7.1. Once a normalized operation has been established and tested, the commissioning of the new network shall commence.

3.7.2. Contractor will be responsible for commissioning and cutover of the new network onsite at the City.

3.7.3. The end of commissioning of the network means the new network components will be handling the City's converged network, and that all servers, applications, devices, users are able to successfully access the network and perform all necessary business functions as they were prior to the upgrade without errors.

3.7.4. For the purpose of measuring and ensuring that the new network will perform at a minimum at the same level or better than the existing network, Contractor will benchmark the performance of the existing network prior to the start of the commissioning of the new network.

3.7.5. Based on the benchmark established at the start of the commissioning process, the new network shall at a minimum, match the responsiveness, data acquisition and display, control and graphic refresh rate of the existing network.

3.7.6. Errors discovered during the commissioning period shall be fixed by the Contractor within the time specified below:

Error Level	Description	Definition	Maximum Resolution Time
1	Major error without workaround	• Abnormal termination that cannot be bypassed • Major numerical errors • Data corruption • Unimplemented requirements	24 hours

| 2 | Major error with workaround | • Abnormal termination that can be bypassed
• Small numerical errors
• Minor failures implementing requirements | 72 hours |
| 3 | Cosmetic error | • Formatting
• Description
• Display Message | 72 hours |

3.8. Training

3.8.1. Contractor shall provide up to 32 hours of training to the City network support team upon completion of each phase as outlined in Exhibit A3 through both an initial period of 16 hours onsite then a further 16 hours through online support.

3.8.2. Contractor shall provide training as requested by the City on as needed basis.

3.9. Documentation Requirements

3.9.1. Upon completion of the implementation of the above two phases, at a minimum, the following documentation shall be handed over to the City as part of the project closure:

3.9.1.1. Detail design documentation
3.9.1.2. Associated test plans and results for each stage
3.9.1.3. Visio diagrams for new network showing connectivity to the existing City network, virtualized environment and storage
3.9.1.4. Inventory list including firmware/software versions
3.9.1.5. IP and VLAN documentation and use
3.9.1.6. Configuration templates
3.9.1.7. Policies, procedures, and reports developed for each stage
3.9.1.8. Operational runbooks
3.9.1.9. Operations procedures including pertinent troubleshooting reference guides

3.10. Final System Acceptance Test

3.10.1. Upon completion of the commissioning period with all errors corrected, the final network acceptance test period shall begin.

3.10.2. Final acceptance test means that the City's operations shall be running on the new network error free for a minimum of sixty (60) consecutive days.

3.10.3. Errors or anomalies discovered during the final acceptance test period shall be fixed by Contractor based on the response time outlined in Section 3.7.6. If the errors are not fixed within the timeframe outlined in Section 3.7.6 under maximum resolution time, the final acceptance period shall restart.

3.10.4. Upon Contractor's completion of all the deliverables set forth herein, Contractor and City will memorialize this event by promptly executing a Final System Acceptance Certificate (Exhibit A4).

3.11. Warranty and Support

3.11.1. Contractor will pass through to City any manufacturers' warranties which Contractor receives on the System and, at City's request, Contractor will enforce such warranties on City's behalf.

3.11.2. For a period of one year following Final System Acceptance ("Warranty Period"), Contractor will warrant that the System will perform and operate in accordance with the functional requirements and specifications set forth in this Agreement. All inclusive costs (parts, labor, repairs, Contractor travel time, Contractor expenses, etc.) covered by the warranty and incurred during the Warranty period shall be provided without additional cost to the City.

3.11.3. In the event a warranty call is investigated as a legitimate cost added to the project, a change order shall be submitted for the additional cost incurred for work identified as non-warranty work.

3.11.4. Supplemental Services

3.11.4.1. Contractor will provide as needed services for network configuration, support, and/or upgrade assistance.

3.11.4.2. The City will issue a task order for supplemental services. Upon request of such work, the Contractor shall provide a quotation for the requested work to be approved by the City Project Manager.

3.11.5. Contractor shall provide ongoing support services for a period of up to six (6) months after Go-Live for each Phase (as described in Exhibit A3) to provide assistance with changes/additions or general configuration questions that may occur.

3.11.6. In addition to Section 3.11.6 above, Contractor will provide a block of hours to be used on an as needed basis which the City can draw from as needed.

3.11.7. Ongoing maintenance after the support services specified in Section 3.11.5 will fall under the Cisco Smart Net Total Care Service.

3.11.8. Additional Equipment

    3.11.8.1. If the City desires to purchase additional network equipment, Contractor agrees to provide network equipment at a 50% or better discount level.

<center>**EXHIBIT A2**</center>

<center>**IMPLEMENTATION TASKS**</center>

1. Task Requirements by Phase

1.1. <u>Phase 1 SDA Network Infrastructure Services</u>

Phase 1 includes the design of an overall architecture that is in alignment with the general requirements listed under section 3. The mindset of the contractor's architect and project manager shall be in alignment with outcome driven design and implementations based on business value. Some of the example of tasks that might be included for this phase are the implementation of the SDA Network Infrastructure which include the following functional tasks:

1.1.1. Build the Inter-Pod Network (IPN): Plan, detail design, build and test the IPN core using 4 x Cisco Cat 9500's in a greenfield (parallel) environment:

1.1.1.1. Two (2) of the Cat 9500's shall be located at the City Hall data center, and

1.1.1.2. Two (2) of the Cat 9500's shall be located at the SCPD data center

1.1.2. Build the Software Defined Access Network (SDA): Plan, detail design and build the SD Access and add end users using 8 x Cisco Cat 9400's

1.1.2.1. Two (2) of the Cat 9400's shall be located at the City Hall data center,

1.1.2.2. Two (2) of the Cat 9400's shall be located at the Police Department (PD) data center,

1.1.2.3. Two (2) of the Cat 9400's shall be located at the Emergency Operations Center (EOC), and

1.1.2.4. Two (2) of the Cat 9400's shall be located at the Central Library

- Create a Detail Design and build the SD Distribution in a greenfield environment, fully deploy Cisco ISE and Cisco DNA Center. No live End Users shall be put on the SD Access Network, only test users.
  Cisco DNA Center – Install, configure and integrate with existing Wireless controller, new Cisco switches and the current Cisco ISE. Build policies, templates and workflows and create custom dashboard.
  Cisco ISE – Utilize the existing Cisco ISE for network services (DNS, NTP, SMTP, etc.) server certificates and cutover production SSID's to use ISE for

authentication/authorization. Configure TrustSec/Secure Group Tag (SGT) and TACACS. Add Role based access control for ISE administrators and configure logging and reporting.

- Interconnection between the IPN core and the SDA fabric in greenfield environment and add firewalls. (Connect the IPN Core to SDA Fabric L3 boarder nodes at CH & PD and add new firewalls to the SD Access network). The current city firewalls are multi-purpose and provide; firewall services, Intrusion Protection (via IPS20 modules), Cisco AnyConnect user VPN services, site-to-site VPN tunnels, and context control. Cisco Threat Defense planning should include; Installation and proposed topology, Migration of existing NAT's and rules, Intrusion Detection configuration (migration from existing IPS20's), Policies, URL filtering, VPN configuration (end user and site-to-site)
- Add legacy network connections for end users and application environment. (Connect legacy Nexus 7010's at CH to L3 boarder nodes at CH & PD and migrate legacy users.

1.1.3. Beyond the design, build and test steps defined above, this phase should include:

1.1.3.1. The capture of existing City standards that are in place,

1.1.3.2. a review of the existing network configuration(s) including the existing firewall,

1.1.3.3. Deployment, migration, and test plans,

1.1.3.4. New IP addressing and segmentation definitions,

1.1.3.5. Network Access Control policies including user configure on connect design

1.1.3.6. Testing and Acceptance Requirements

1.1.3.7. Initial "go-live" support and freeze period for any changes. The freeze period would last 4 weeks during which the selected Contractor shall provide the post cutover support.

1.2. Phase 2 ACI Infrastructure Services

Phase 2 includes the design and implementation of the ACI Infrastructure which should be composed of the following functional stages:

1.2.1. **Build the Data Center Infrastructure – ACI**: Plan, detail design, build and test the Core ACI in a greenfield (parallel) environment using four (4) Cisco Nexus 9332's, four (4) Cisco Nexus 93180's, and three (3) APIC Management Appliances (no servers shall be on this fabric at this time):

1.2.1.1. Two (2) of the Nexus 9332's and two (2) of the Nexus 93180's shall be located at the City Hall data center, and

1.2.1.2. Two (2) of the Nexus 9332's and Two (2) of the Nexus 93180's shall be located at the SCPD data center

1.2.1.3. Two (2) of the APIC Management appliances shall be at the City Hall data center and the third shall be at the SCPD data center

1.2.1.4. Includes detailed design, APIC configurations details, ACI test plan, Administration configuration. Fabric wide policy configuration, Access policy configuration, Attachable Entity profiles, Interface policies, Interface policy group configuration, Interface profile configuration, Interface selector configuration, Management tenant configuration and Tenant configuration.

1.2.2. Build the Firewall Connecting the Data Center(s) to the new Core (no servers shall be on this fabric at this time):

1.2.2.1. Connect the ACI Fabric through the firewalls to the IPN core and test connectivity

1.2.3. Migrate the Data Center VLAN's to the new ACI Infrastructure:

1.2.3.1. Migrate five (5) data center VLAN's to the new SDA/ACI fabric as the default gateway

1.2.3.2. Add legacy server to the new routed core or border leaves

1.2.3.3. Add end users who are on Cat 45xx to the SD Access Fabric

1.2.3.4. Develop full server cutover plan including test and rollback plans

1.2.4. Beyond the design, build and test steps defined above, this phase should include:

1.2.4.1. The capture of existing City standards that are in place,

1.2.4.2. a review of the existing network configuration(s) including the existing firewall,

1.2.4.3. Deployment, migration, and test plans,

1.2.4.4. New IP addressing and segmentation definitions,

1.2.4.5. Network Access Control policies including user configure on connect design

1.2.4.6. Testing and Acceptance Requirements

1.2.4.7. **Initial "go-live" support and** freeze period for any changes. The freeze period would last 4 weeks during which the selected Contractor shall provide the post cutover support.

EXHIBIT A3

PRELIMINARY IMPLEMENTATION SCHEDULE

The Project Manager, prior to the execution phase for SDA/ACI, will provide a formal project plan.

Timeline | Note: Estimated dates to track against project plan. Updated weekly based on project progress.

Task (SDA) This will be implemented in a phased approch	Duration	Start	End	% Complete	Owner	Notes
Customer Kickoff						
Phase 1 - Workshops: Discovery and Analysis						
Complete Pre Deployment Questionnaire List						
Design Session 1 (review existing physical and logical topology of network)						
Design Session 2 (understand customer environment and process)						
Design Session 3 (Review external connectivity requirements)						
Project Kickoff	1 day					
Planning Phase	5 days					
Equipment Onsite	2 months					
Rack/Stack Elevations (requirements tasks/staging/rack & stack)	5 days					
Network Information (VLANS/Mgmt/IP/routing/L3 protocols	5 days					
Port Mapping for all nodes per site	5 days					
Review Configuration of existing nodes that need to be migrated	2 days					
Fabric Connectivity Diagram (Physical and Logical Topology)	2 days					
Develop LLD (Systems Engineering Report (SER))	4 days					
Customer Review and Approve LLD	1 day					
Execution Phase	2 months (TBD)					
Deployment and Integration	5 days					
Rack/Stack Equipment (customer task)	2 days					
Initial SDA FW Controllers Configuration for Fabric	8 days					
Initial L3 Configuration (IPN Network/SDA/FW)	10 days					
Establish Backup	1 day					
Complete FW and SDA fabric Configuration	2 days					
Test, Cutover, Training	10 days					
Develop Implementation Test Plan	1 day					
Customer Review and Approve Implementation Test Plan	1 day					
Execute Test Plan	1 day					
Knowledge Transfer	half day					
Migration	2 day					
Remote Support Post Implementation	4 days					
Knowledge Transfer and Closure	1 day					
Final LLD	1 day					
Deliver As Build Documentation	1 day					
Go-Live/Final Acceptance	5 days					

Task (ACI) This will be implemented in a phased approch	Duration	Start	End	% Complete	Owner	Notes
Customer Kickoff						
Phase 2 - Workshops: Discovery and Analysis						
Complete Pre Deployment Questionnaire List						
Design Session 1 (review existing physical and logical topology of network)						
Design Session 2 (understand customer environment and process)						
Design Session 3 (Review external connectivity requirements)						
Project Kickoff	1 day					
PlanningPhase	3 days					
Equipment Onsite	1-2 months					
Rack/Stack Elevations (requirements tasks/staging/rack & stack)	3 days					
Network Information (VLANS/Mgmt/IP/routing/L3 protocols	4 days					
Port Mapping for all nodes per site	6 days					
Review Configuration of existing nodes that need to be migrated	5 days					
Fabric Connectivity Diagram (Physical and Logical Topology)	4 days					
Develop LLD (Systems Engineering Report (SER))	4 days					
Customer Review and Approve LLD	1 day					
Execution Phase	1 month (TBD)					
Deployment and Integration	12 days					
Rack/Stack Equipment (customer task)	2 days					
Initial APIC/ FW Controllers Configuration for Fabrics DC	5 days					
Initial L3 Configuration (ACI/FW migration)	5 days					
Establish Backup	2 day					
Complete ACI fabric Configuration	2 days					
Test, Cutover, Training	6 days					
Develop Implementation Test Plan	1 day					
Customer Review and Approve Implementation Test Plan	1 day					
Execute Test Plan	1 day					
Knowledge Transfer	half day					
Migration	2 day					
Remote Support Post Implementation	4 days					
Knowledge Transfer and Closure	**1 day**					
Final LLD	**1 day**					
Deliver As Build Documentation	1 day					
Go-Live/Final Acceptance	2-4 days					

EXHIBIT A4

FINAL ACCEPTANCE CERTIFICATE

After the City is satisfied with all test results and resolutions, the City will initiate execution of the Final Acceptance Certificate.

FINAL SOFTWARE/SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: City of Santa Clara ("City")

Project Name: Metro Area Network Upgrade

This Final Acceptance Certificate memorializes the occurrence of Final Software and System Acceptance.

Contractor and the City acknowledge that:

1. Contractor has delivered the Software, System, Services, and documentation promised under this Agreement.

2. The Software and System is accepted, and all punch list items generated during testing have been completed.

3. By acknowledging the Final Acceptance of the Software and System, the City agrees to pay any remaining and approved outstanding invoices to Contractor, including previously withheld retainage.

City of Santa Clara ("City")

By: _____

Name: _____

Title: _____

Date: _____

Presidio Networked Solutions Group, LLC ("Contractor")

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A5
PRICE LIST

#	Part #	Description	Unit Price	Qty	Ext Price
Firewalls					
FPR4115-FTD-HA-BUN					
1	FPR4115-FTD-HA-BUN	Cisco Firepower 4115 Threat Defense Chss,Subs HA Bundle	$0.00	1	$0.00
2	FPR4115-NGFW-K9	Cisco Firepower 4115 NGFW Appliance, 1U, 2 x NetMod Bays	$24,323.83	2	$48,647.66
3	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	$809.81	2	$1,619.62
4	CAB-TA-NA	North America AC Type A Power Cable	$0.00	4	$0.00
5	FPR4K-PWR-AC-1100	Firepower 4000 Series 1100W AC Power Supply	$0.00	2	$0.00
6	FPR4K-NM-BLANK	Firepower 4000 Series Network Module Blank Slot Cover	$0.00	4	$0.00
7	FPR4K-S-FAN-	Firepower 4000 Series Fan - Siingle	$0.00	12	$0.00
8	FPR4K-RACK-MNT	Firepower 4000 Series Rack Mount Kit	$0.00	2	$0.00
9	FPR4K-ACC-KIT2	FPR4K Hardware Accessory Kit	$0.00	2	$0.00
10	GLC-TE	1000BASE-T SFP transceiver module for Category 5 copper wire	$0.00	2	$0.00
11	SFP-10G-SR	10GBASE-SR SFP Module	$209.17	4	$836.68
12	FPR4K-SSD400-	Firepower 4000 Series 400GB SSD for FPR-4125	$0.00	2	$0.00
13	FPR4K-CBL-MGMT	Firepower 4000 Cable Mgmt Brackets	$80.07	2	$160.14
14	FPR-MSP-SSD	Cisco Firepower Malware Storage Pack, SSD	$1,215.23	2	$2,430.46
15	SF-F4K-TD6.6-K9	Cisco Firepower Threat Defense software v6.6 for FPR4100	$0.00	2	$0.00
16	SF-F4KFXOS2.8.1-K9	Cisco Firepower Extensible Operating System v2.8.1 - FPR4100	$0.00	2	$0.00
17	FMC2600-K9	Cisco Firepower Management Center 2600 Chassis	$8,351.86	1	$8,351.86
18	SF-FMC-6.4-K9	Cisco Firepower Management Center Software v6.4	$0.00	1	$0.00
19	FMC-M5-PS-AC-770W	Cisco FMC 770W AC Power Supply	$0.00	2	$0.00
20	FMC-M5-MRAID-12G	Cisco FMC 12G Modular RAID controller with 2GB cache	$0.00	1	$0.00
21	FMC-M5-SD-32G	Cisco FMC 32GB SD Card Module	$0.00	1	$0.00
22	FMC-M5-TPM-2.0	Cisco FMC Trusted Platform Module 2.0	$0.00	1	$0.00
23	FMC-M5-HDD-600G	Cisco FMC 600GB 12G SAS 10K RPM SFF HDD	$0.00	4	$0.00
24	FMC-M5-MSTOR-SD	Cisco FMC Mini Storage Carrier Card for SD (holds up to 2)	$0.00	1	$0.00
25	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	2	$0.00
26	FMC-M5-NIC-SFP	Cisco FMC X710-DA2 dual-port 10G SFP+ NIC	$0.00	1	$0.00
27	SFP-10G-SR	10GBASE-SR SFP Module	$140.14	2	$280.28
28	FMC-M5-MEM-X-16GB	Cisco FMC 16GB DDR4-2933-MHz RDIMM/PC4-21300/Single Rank	$0.00	4	$0.00
29	FMC-M5-CPU-I4214	Cisco FMC 2.4 GHz 4214 Processor, 12MB Cache, 12 Core	$0.00	2	$0.00
30	L-FPR4115T-TC=	Cisco FPR4115 Threat Defense Threat and URL License	$0.00	2	$0.00
				Total:	**$62,326.70**
				Total (Firewalls):	**$62,326.70**

SDA					
C9500-32C-A					
31	C9500-32C-A	Catalyst 9500 32-port 100G only, Advantage	$6,567.71	4	$26,270.84
32	C9500-NW-A	C9500 Network Stack, Advantage	$0.00	4	$0.00
33	C9K-PWR-1600WAC-R	Catalyst 9500 1600W Power Supply	$0.00	4	$0.00
34	C9K-PWR-1600WACR/2	1600W AC Config 4 Power Supply front to back cooling	$608.12	4	$2,432.48

#		Description			
35	CAB-TA-NA	North America AC Type A Power Cable	$0.00	8	$0.00
36	C9K-T2-FANTRAY	Catalyst 9500 Type 5 front to back cooling Fan	$0.00	20	$0.00
37	QSFP-40G-SR-BD	QSFP40G BiDi Short-reach Transceiver	$243.98	4	$975.92
38	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	$0.00	4	$0.00
39	SC9500HUK9-173	Cisco Catalyst 9500H XE.17.3 UNIVERSAL	$0.00	4	$0.00
40	C9K-F1-SSD-240G	Cisco pluggable SSD storage	$608.12	4	$2,432.48
41	CAB-CONSOLE-RJ45	Console Cable 6ft with RJ45 and DB9F	$20.27	4	$81.08
				Total:	$32,192.80
C9404R					
42	C9404R	Cisco Catalyst 9400 Series 4 slot chassis	$413.52	8	$3,308.16
43	C9400-PWR-3200AC	Cisco Catalyst 9400 Series 3200W AC Power Supply	$413.52	32	$13,232.64
44	C9400-SUP-1	Cisco Catalyst 9400 Series Supervisor 1 Module	$2,894.66	8	$23,157.28
45	SFP-10G-SR	10GBASE-SR SFP Module	$209.17	8	$1,673.36
46	C9400-SSD-NONE	No SSD Memory Selected	$0.00	8	$0.00
47	C9400-SUP-1/2	Cisco Catalyst 9400 Series Redundant Supervisor 1 Module	$2,894.66	8	$23,157.28
48	C9400-SSD-NONE	No SSD Memory Selected	$0.00	8	$0.00
49	SFP-10G-SR	10GBASE-SR SFP Module	$209.17	8	$1,673.36
50	C9400-LC-24XS	Cisco Catalyst 9400 Series 24-Port 10 Gigabit Ethernet(SFP+)	$4,962.27	8	$39,698.16
51	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	$0.00	8	$0.00
52	C9400-LC-48U	Cisco Catalyst 9400 Series 48-Port UPOE 10/100/1000 (RJ-45)	$1,860.85	8	$14,886.80
53	CAB-CON-C9K-RJ45	Console Cable 6ft with RJ-45-to-RJ-45	$0.00	8	$0.00
54	TE-EMBEDDED-T	Cisco ThousandEyes Enterprise Agent IBN Embedded	$0.00	8	$0.00
55	S9400UK9-173	Cisco Catalyst 9400 XE 17.3 UNIVERSAL	$0.00	8	$0.00
56	CAB-US515P-C19-US	NEMA 5-15 to IEC-C19 13ft US	$0.00	32	$0.00
				Total:	$120,787.04
DNAC					
57	DNAC	Requires Advantage or Premier Subscription Purchase	$18,534.79	1	$18,534.79
58	DN2-HW-APL-U	Cisco DNA Center Appliance 44 Core– Upgrade (Gen 2)	$0.00	1	$0.00
59	DNA-SW-2.1.2	Cisco DNA Center SW 2.1.2	$0.00	1	$0.00
60	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	2	$0.00
61	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	$0.00	1	$0.00
62	DN2-SD-64G-S	64GB SD Card for UCS Servers	$0.00	1	$0.00
63	DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	$0.00	2	$0.00
64	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	$0.00	1	$0.00
65	DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	$0.00	1	$0.00
66	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	$0.00	1	$0.00
67	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	$0.00	1	$0.00
68	DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	$0.00	8	$0.00
69	DN2-SD480G6I1X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	$0.00	2	$0.00
70	DN2-CPU-I6238	Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHz	$0.00	2	$0.00
71	DN2-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	$0.00	8	$0.00

72	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	$0.00	2	$0.00
73	DN2-HW-APL-LIC	DNAC Appliance License - 44 Core	$0.00	1	$0.00
				Total:	$18,534.79
DN2-HW-APL					
74	DN2-HW-APL	Cisco DNA Center Appliance (Gen 2) - 44 Core	$18,534.79	2	$37,069.58
75	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	4	$0.00
76	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	$147.55	4	$590.20
77	DN2-PCIE-ID10GF	Intel X710-DA2 dual-port 10G SFP+ NIC	$0.00	2	$0.00
78	DN2-PSU1-770W	Cisco UCS 770W AC Power Supply for Rack Server	$0.00	4	$0.00
79	DN2-SD-64G-S	64GB SD Card for UCS Servers	$0.00	2	$0.00
80	DN2-TPM2-002	Trusted Platform Module 2.0 for UCS servers	$0.00	2	$0.00
81	DN2-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	$0.00	2	$0.00
82	DN2-MSTOR-SD	Mini Storage Carrier for SD (holds up to 2)	$0.00	2	$0.00
83	DN2-PCIE-IQ10GF	Intel X710 quad-port 10G SFP+ NIC	$0.00	2	$0.00
84	DN2-SD19T61X-EV	1.9TB 2.5 inch Enterprise Value 6G SATA SSD	$0.00	16	$0.00
85	DN2-SD480G6I1X-EV	480GB 2.5 inch Enterprise Value 6G SATA SSD	$0.00	4	$0.00
86	DN2-CPU-I6238	Intel 6238 2.1GHz/140W 22C/30.25MB DCP DDR4 2933 MHz	$0.00	4	$0.00
87	DN2-MR-X32G2RT-H	32GB DDR4-2933-MHz RDIMM/2Rx4/1.2v	$0.00	16	$0.00
88	DN2-HW-APL-LIC	DNAC Appliance License - 44 Core	$0.00	2	$0.00
89	DNA-SW-2.1.2	Cisco DNA Center SW 2.1.2	$0.00	2	$0.00
				Total:	$37,659.78
QSFP-40G-SR-BD=					
90	QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	$243.98	4	$975.92
				Total:	$975.92
CVR-QSFP-SFP10G=					
91	CVR-QSFP-SFP10G=	QSFP to SFP10G adapter	$80.85	8	$646.80
				Total:	$646.80
GLC-LH-SMD=					
92	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	$207.95	12	$2,495.40
				Total:	$2,495.40
SFP-10G-SR-S=					
93	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	$147.55	16	$2,360.80
				Total:	$2,360.80
SFP-10G-LR-S=					
94	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	$421.37	12	$5,056.44
				Total:	$5,056.44
GLC-SX-MMD=					
95	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	$104.99	12	$1,259.88
				Total:	$1,259.88
GLC-TE=					
96	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	$95.46	6	$572.76
				Total:	$572.76
97	L-ISE-TACACS-ND=	Cisco ISE Device Admin Node License	$2,020.00	1	$2,020.00
98	L-ISE-BSE-PLIC	Cisco ISE Base License	$0.00	1	$0.00
99	L-ISE-BSE-P3	Cisco ISE Base License - Sessions 500 to 999	$1.18	500	$590.00
			Total (SDA):		**$225,152.41**

ACI						
ACI-C9332-APIC-B2						
100	ACI-C9332-APIC-B2	ACI Bundle with 2 9332C and APIC	$0.00	1	$0.00
101	N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	$6,713.66	2	$13,427.32
102	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	$0.00	2	$0.00
103	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	$0.00	10	$0.00
104	NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	$0.00	4	$0.00
105	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	4	$0.00
106	SFP-10G-LR	10GBASE-LR SFP Module	$769.75	4	$3,079.00
107	QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	$69.93	4	$279.72
108	ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	$0.00	2	$0.00
109	QSFP-H40G-ACU10M	40GBASE-CR4 Active Copper Cable, 10m	$233.11	4	$932.44
110	SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	$0.00	2	$0.00
111	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	$135.75	4	$543.00
112	MODE-ACI-SPINE	Dummy PID for mode selection	$0.00	2	$0.00
113	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	$0.00	2	$0.00
114	APIC-CLUSTER-L3	APIC Cluster - Large Configurations (> 1200 Edge Ports)	$16,734.41	1	$16,734.41
115	APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	$0.00	1	$0.00
116	APIC-DK9-4.2	APIC Base Software Release 4.2	$0.00	1	$0.00
117	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	2	$0.00
118	APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	$382.31	1	$382.31
119	APIC-PSU1-770W	770W power supply for USC C-Series	$130.36	2	$260.72
120	APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	$0.00	1	$0.00
121	APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	$0.00	1	$0.00
122	APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	$0.00	2	$0.00
123	APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	$0.00	1	$0.00
124	APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	$0.00	2	$0.00
125	APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	$0.00	1	$0.00
126	APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	$0.00	1	$0.00
127	APIC-DK9-4.2	APIC Base Software Release 4.2	$0.00	1	$0.00
128	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	2	$0.00
129	APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	$382.31	1	$382.31
130	APIC-PSU1-770W	770W power supply for USC C-Series	$130.36	2	$260.72
131	APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	$0.00	1	$0.00
132	APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	$0.00	1	$0.00
133	APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	$0.00	2	$0.00
134	APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	$0.00	1	$0.00
135	APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	$0.00	2	$0.00
136	APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	$0.00	1	$0.00
137	APIC-SERVER-L3	APIC Appliance - Large Config. (> 1200 Edge Ports) SPARE	$0.00	1	$0.00

138	APIC-DK9-4.2	APIC Base Software Release 4.2	$0.00	1	$0.00
139	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	2	$0.00
140	APIC-PCIE-C25Q-04	Cisco UCS VIC 1455 Quad Port 10/25G SFP28 CNA PCIE	$382.31	1	$382.31
141	APIC-PSU1-770W	770W power supply for USC C-Series	$130.36	2	$260.72
142	APIC-USBFLSHB-16GB	UCS Servers 16GB Flash USB Drive	$0.00	1	$0.00
143	APIC-TPM2-002	Trusted Platform Module 2.0 for UCS servers	$0.00	1	$0.00
144	APIC-HD24TB10K4KN	2.4 TB 12G SAS 10K RPM SFF HDD (4K)	$0.00	2	$0.00
145	APIC-SD400G123X-EP	400GB 2.5in Enterprise Performance 12G SAS SSD(3X endurance)	$0.00	1	$0.00
146	APIC-CPU-4110	2.1 GHz 4110/85W 8C/11MB Cache/DDR4 2400MHz	$0.00	2	$0.00
147	APIC-RAID-M5	Cisco 12G Modular RAID controller with 2GB cache	$0.00	1	$0.00
148	APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	$0.00	12	$0.00
149	APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	$0.00	12	$0.00
150	APIC-MR-X16G1RT-H	16GB DDR4-2933-MHz RDIMM/1Rx4/1.2v	$0.00	12	$0.00
				Total:	$36,924.98
N9K-C9332C					
151	N9K-C9332C	Nexus 9K ACI & NX-OS Spine, 32p 40/100G & 2p 10G	$7,297.45	2	$14,594.90
152	N3K-C3064-ACC-KIT	Nexus 3K/9K Fixed Accessory Kit	$0.00	2	$0.00
153	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	$0.00	10	$0.00
154	NXA-PAC-1100W-PE2	Nexus AC 1100W PSU - Port Side Exhaust	$0.00	4	$0.00
155	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	4	$0.00
156	ACI-N9KDK9-15.0	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.0	$0.00	2	$0.00
157	SFP-10G-SR	10GBASE-SR SFP Module	$209.17	4	$836.68
158	SFP-10G-LR	10GBASE-LR SFP Module	$836.68	4	$3,346.72
159	QSFP-H40G-CU5M	40GBASE-CR4 Passive Copper Cable, 5m	$76.01	4	$304.04
160	QSFP-H40G-ACU7M	40GBASE-CR4 Active Copper Cable, 7m	$222.98	4	$891.92
161	MODE-ACI-SPINE	Dummy PID for mode selection	$0.00	2	$0.00
162	SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	$0.00	2	$0.00
163	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	$0.00	2	$0.00
				Total:	$19,974.26
164	ACI-SEC-XF	DCN Security License for Nexus 9K Fixed Switch	$1,013.54	2	$2,027.08
N9K-C93180YC-FX3					
165	N9K-C93180YC-FX3	Nexus 9300 48p 1/10/25G, 6p 40/100G, MACsec UP. SyncE	$4,662.26	4	$18,649.04
166	MODE-ACI-LEAF	Dummy PID for mode selection	$0.00	4	$0.00
167	ACI-N9KDK9-15.1.3	Nexus 9500 or 9300 ACI Base Software NX-OS Rel 15.1.3	$0.00	4	$0.00
168	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	$0.00	4	$0.00
169	NXA-PDC-930W-PE	Nexus 9K DC PS, Port-side Exhaust	$304.06	8	$2,432.48
170	SFP-10G-SR-S	10GBASE-SR SFP Module, Enterprise-Class	$147.55	8	$1,180.40
171	SVS-B-N9K-PR-XF	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	$0.00	4	$0.00
172	SVS-B-N9K-ADD	EMBEDDED SOLN SUPPORT SWSS FOR ACI NEXUS 9K	$0.00	4	$0.00
173	NXK-MEM-16GB	Additional memory of 16GB for Nexus Switches	$204.53	4	$818.12

#	Part	Description	Price	Qty	Total
174	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	$0.00	8	$0.00
175	NXK-AF-PE	Dummy PID for Airflow Selection Port-side Exhaust	$0.00	4	$0.00
176	NXA-FAN-35CFM-PE	Nexus Fan, 35CFM, port side exhaust airflow	$0.00	16	$0.00
				Total:	**$23,080.04**
177	ACI-SEC-XF	DCN Security License for Nexus 9K Fixed Switch	$1,013.54	2	$2,027.08
QSFP-40G-SR-BD=					
178	QSFP-40G-SR-BD=	QSFP40G BiDi Short-reach Transceiver	$243.98	8	$1,951.84
				Total:	**$1,951.84**
WSP-Q40GLR4L=					
179	WSP-Q40GLR4L=	QSFP 40G Ethernet - LR4 Lite, LC, 2KM	$1,215.23	4	$4,860.92
				Total:	**$4,860.92**
GLC-SX-MMD=					
180	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	$104.99	12	$1,259.88
				Total:	**$1,259.88**
GLC-LH-SMD=					
181	GLC-LH-SMD=	1000BASE-LX/LH SFP transceiver module, MMF/SMF, 1310nm, DOM	$207.95	12	$2,495.40
				Total:	**$2,495.40**
SFP-10G-SR-S=					
182	SFP-10G-SR-S=	10GBASE-SR SFP Module, Enterprise-Class	$147.55	12	$1,770.60
				Total:	**$1,770.60**
SFP-10G-LR-S=					
183	SFP-10G-LR-S=	10GBASE-LR SFP Module, Enterprise-Class	$421.37	8	$3,370.96
				Total:	**$3,370.96**
				Total (ACI):	**$99,743.04**

Sub Total:	$387,222.15
Estimated Tax:	$32,582.09
Grand Total:	$419,804.24

*** Any Tax & Freight Charges will be added/amended at time of billing, as applicable. Sales tax and shipping are estimated and subject to change.

EXHIBIT B
SCHEDULE OF FEES

1. Compensation and Payment Terms

1.1. The maximum amount payable for all products and services provided under this Agreement shall not exceed **One Million Five Hundred Thirty Five Thousand Two Hundred Thirty-Two Dollars and Seventy-Four Cents ($1,535,232.74)** during the Initial Five-Year term. No additional services will be performed unless both parties execute an Amendment outlining the services requested and the compensation agreed for such services.

2. Breakdown of Applicable Fees During Initial Five-Year Term

2.1. Fees for the Initial Five-Year Term are specified in Table B-1 below:

Table B-1: Fees

DESCRIPTION	YEAR 1 of 5	YEAR 2 of 5	YEAR 3 of 5	YEAR 4 of 5	YEAR 5 of 5
ONE-TIME COSTS					
Phase 1 & 2 (SDA, Firewall and ACI) Hardware					
Hardware[1]	$387,222.15				
Estimated Taxes	$ 32,582.09				
Hardware Total	**$419,804.24**				
Phase 1 (SDA and Firewall) Professional Services					
Professional Services	$128,950.00				
Post Support Hours for 6 Months[2]	$ 11,400.00				
Phase 1 Professional Services Total	**$140,350.00**				
Phase 2 (ACI) Professional Services					
Professional Services	$113,400.00				
Post Support Hours for 6 Months[2]	$ 11,400.00				

DESCRIPTION	YEAR 1 of 5	YEAR 2 of 5	YEAR 3 of 5	YEAR 4 of 5	YEAR 5 of 5
Phase 2 Professional Services Total	**$124,800.00**				
ONE-TIME COSTS TOTAL	**$684,954.24**				
MAINTENANCE AND SOFTWARE SUBSCRIPTION COSTS					
Maintenance Cost³	$ 85,890.36	$ 85,890.36	$ 85,890.36	$ 85,890.36	$ 85,890.36
Software Subscription Cost³	$ 71,068.77	$ 71,068.77	$ 71,068.77	$ 71,068.77	$ 71,068.77
Maintenance and Software Subscriptions Total	**$156,959.13**	**$156,959.13**	**$156,959.13**	**$156,959.13**	**$156,959.13**
Annual Total	**$841,913.37**	**$156,959.13**	**$156,959.13**	**$156,959.13**	**$156,959.13**
Contingency				**$65,482.85**	
TOTAL MAXIMUM AMOUNT NOT-TO-EXCEED (INITIAL FIVE-YEAR TERM)				**$1,535,232.74**	

[1]Hardware will be invoiced when shipped. Phase 1 Hardware will ship 60-90 days from order placement and Phase 2 hardware will be on delayed shipment with an estimated ship date of 120-180 days after Phase 1 hardware ships.

[2]Post support hours cost is a maximum not-to-exceed amount billed at a hourly rate.

[3]For each Phase, **Maintenance and Software Subscription costs for Year 1 will not be invoiced and Year 1 will not commence, until the software has been enabled.**

3. Payment Schedule

3.1. Progress payments shall be made to Contractor based on the designated milestones as shown below in Table B-2. All payments are based upon City's acceptance of Contractor's performance as evidenced by successful completion of all deliverables as set forth for each milestone. City shall have no obligation to pay unless Contractor has successfully completed, and City has approved the milestone for which payment is due. Both parties will execute the Final Acceptance Certification (Exhibit A5) to memorialize final acceptance for each milestone.

Table B-2: Payment Milestones for the Network Upgrade Project

Milestone	%	Total
Phase 1 – SDA and Firewall Professional Services		
Project Kickoff	8%	$ 10,316.00
Planning Phase	20%	$ 25,790.00
Execution Phase	25%	$ 32,237.50
Testing	15%	$ 19,342.50
Cutover and Training	12%	$ 15,474.00
Go-Live/Final Acceptance	20%	$ 25,790.00
Phase 1 Total	**100%**	**$ 128,950.00**
Phase 2 – ACI Professional Services		
Project Kickoff	8%	$ 9,072.00
Planning Phase	20%	$ 22,680.00
Execution Phase	25%	$ 28,350.00
Testing	15%	$ 17,010.00
Cutover and Training	12%	$ 13,608.00
Go-Live/Final Acceptance	20%	$ 22,680.00
Phase 2 Total	**100%**	**$113,400.00**

3.2. For Year 1 Software Subscription and Maintenance Contractor will invoice the City after the software has been enabled. Refer to Software Subscription and Maintenance Payment Agreement (Exhibit D1-D4) in regard to payment terms for software subscription and maintenance during the initial term of the agreement. Software subscription and maintenance fees are specified in Table B-1 herein.

3.3. Payment for any deliverable under this Agreement, or inspection or testing thereof by City, shall not constitute acceptance or relieve of Contractor of its obligations under this Agreement. City may inspect each deliverable and reject upon notification of Contractor any that do not conform to the specifications or other requirements of this Agreement. Rejected deliverables shall be promptly corrected, repaired, or replaced by Contactor. If City receives deliverables with defects or nonconformities not reasonably apparent on inspection, the City reserves the right to require prompt correction, repair, or replacement by Contractor in accordance with Contractor's warranty obligations.

3.4. Project kickoff meeting shall commence within two weeks of Agreement execution, unless both Parties mutually agree to a different start time. All timeline dates are understood to be close of business, 5:00 pm Pacific Time. If timeline dates fall on a weekend or City holiday, the date is understood to be the next business day.

3.5. Compensation and payments shall be made to Contractor by City based on net thirty (30) days payment terms.

3.6. Implementation Invoicing Procedure: Contractor will invoice the City upon completion of each milestone but not more frequently than monthly.

4. Pricing and Option Renewals

4.1. All pricing is firm fixed for the Initial Five-Year term of this Agreement.

4.2. After the Initial Term, the City reserves the right to extend this Agreement for two (2) five year options pursuant to Section 2.B. of this Agreement, subject to the appropriation of funds.

4.3. Contractor may request adjustments to the compensation rates prior to any five-year option to renew this Agreement after the Initial Term. Contractor will notify the City of any requested changes to the compensation rates for any Option Period at least sixty (60) days prior to the start of the option term. Contractor must demonstrate to the satisfaction of the City that a price increase is warranted and must be supported by the appropriate price index e.g. PPI, CPI, etc. Price adjustments are subject to the City's approval.

4.4. City shall provide Contractor prior written notice in the Form of Exhibit E of its intention to exercise its option for the next term prior to the end of the then current term.

EXHIBIT C
INSURANCE REQUIREMENTS

Without limiting the Contractor's indemnification of the City, and prior to commencing any of the Services required under this Agreement, the Contractor shall provide and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverages, provisions and endorsements:

A.   COMMERCIAL GENERAL LIABILITY INSURANCE

1.   Commercial General Liability Insurance policy which provides coverage at least as broad as Insurance Services Office form CG 00 01. Policy limits are subject to review, but shall in no event be less than, the following:

$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal Injury

2.   Exact structure and layering of the coverage shall be left to the discretion of Contractor; however, any excess or umbrella policies used to meet the required limits shall be at least as broad as the underlying coverage and shall otherwise follow form.

3.   The following provisions shall apply to the Commercial Liability policy as well as any umbrella policy maintained by the Contractor to comply with the insurance requirements of this Agreement:

a.   Coverage shall be on a "pay on behalf" basis with defense costs payable in addition to policy limits;

b.   There shall be no cross liability exclusion which precludes coverage for claims or suits by one insured against another; and

c.   Coverage shall apply separately to each insured against whom a claim is made or a suit is brought, except with respect to the limits of liability.

B.   BUSINESS AUTOMOBILE LIABILITY INSURANCE

Business automobile liability insurance policy which provides coverage at least as broad as ISO form CA 00 01 with policy limits a minimum limit of not less than one million dollars ($1,000,000) each accident using, or providing coverage at least as broad as, Insurance Services Office form CA 00 01. Liability coverage shall apply to all owned, non-owned and hired autos.

In the event that the Work being performed under this Agreement involves transporting of hazardous or regulated substances, hazardous or regulated

wastes and/or hazardous or regulated materials, Contractor and/or its subcontractors involved in such activities shall provide coverage with a limit of two million dollars ($2,000,000) per accident covering transportation of such materials by the addition to the Business Auto Coverage Policy of Environmental Impairment Endorsement MCS90 or Insurance Services Office endorsement form CA 99 48, which amends the pollution exclusion in the standard Business Automobile Policy to cover pollutants that are in or upon, being transported or towed by, being loaded onto, or being unloaded from a covered auto.

C.   WORKERS' COMPENSATION

1.   Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars ($1,000,000) policy limit Bodily Injury by disease, one million dollars ($1,000,000) each accident/Bodily Injury and one million dollars ($1,000,000) each employee Bodily Injury by disease.

2.   The indemnification and hold harmless obligations of Contractor included in this Agreement shall not be limited in any way by any limitation on the amount or type of damage, compensation or benefit payable by or for Contractor or any subcontractor under any Workers' Compensation Act(s), Disability Benefits Act(s) or other employee benefits act(s).

3.   This policy must include a Waiver of Subrogation in favor of the City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents.

D.   TECHNOLOGY PROFESSIONAL LIABILITY ERRORS AND OMISSION

Appropriate to the Consultant's profession and work hereunder, with limits not less than $2,000,000 per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by the Vendor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, information theft, release of private information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

1.   The Policy shall include, or be endorsed to include, ***property damage liability coverage*** for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the Agency in the care, custody, or control of the Vendor. If not covered under the Vendor's liability policy, such "property" coverage of the Agency may be endorsed onto the Vendor's Cyber Liability Policy as covered property as follows:

2.   **Cyber Liability coverage** in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of

electronic data and/or information "property" of the Agency that will be in the care, custody, or control of Vendor.

3. The Insurance obligations under this agreement shall be the greater of 1— all the Insurance coverage and limits carried by or available to the Vendor; or 2—the minimum Insurance requirements shown in this agreement. Any insurance proceeds in excess of the specified limits and coverage required, which are applicable to a given loss, shall be available to Agency. No representation is made that the minimum Insurance requirements of this agreement are sufficient to cover the indemnity or other obligations of the Vendor under this agreement.

E. COMPLIANCE WITH REQUIREMENTS

All of the following clauses and/or endorsements, or similar provisions, must be part of each commercial general liability policy, and each umbrella or excess policy.

1. <u>Additional Insureds</u>. City of Santa Clara, its City Council, commissions, officers, employees, volunteers and agents are hereby added as additional insureds in respect to liability arising out of Contractor's work for City, using Insurance Services Office (ISO) Endorsement CG 20 10 11 85 or the combination of CG 20 10 03 97 and CG 20 37 10 01, or its equivalent.

2. <u>Primary and non-contributing</u>. Each insurance policy provided by Contractor shall contain language or be endorsed to contain wording making it primary insurance as respects to, and not requiring contribution from, any other insurance which the Indemnities may possess, including any self-insurance or self-insured retention they may have. Any other insurance Indemnities may possess shall be considered excess insurance only and shall not be called upon to contribute with Contractor's insurance.

3. <u>Cancellation</u>.

    a. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided due to non-payment of premiums shall be effective until written notice has been given to City at least ten (10) days prior to the effective date of such modification or cancellation. In the event of non-renewal, written notice shall be given at least ten (10) days prior to the effective date of non-renewal.

    b. Each insurance policy shall contain language or be endorsed to reflect that no cancellation or modification of the coverage provided for any cause save and except non-payment of premiums shall be effective until written notice has been given to City at least thirty (30) days prior to the effective date of such modification or

cancellation. In the event of non-renewal, written notice shall be given at least thirty (30) days prior to the effective date of non-renewal.

4.   Other Endorsements. Other endorsements may be required for policies other than the commercial general liability policy if specified in the description of required insurance set forth in Sections A through D of this Exhibit C, above.

F.   ADDITIONAL INSURANCE RELATED PROVISIONS

Contractor and City agree as follows:

1.   Contractor agrees to ensure that subcontractors, and any other party involved with the Services who is brought onto or involved in the performance of the Services by Contractor, provide the same minimum insurance coverage required of Contractor, except as with respect to limits. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Agreement. Contractor agrees that upon request by City, all agreements with, and insurance compliance documents provided by, such subcontractors and others engaged in the project will be submitted to City for review.

2.   Contractor agrees to be responsible for ensuring that no contract used by any party involved in any way with the project reserves the right to charge City or Contractor for the cost of additional insurance coverage required by this Agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.

3.   The City reserves the right to withhold payments from the Contractor in the event of material noncompliance with the insurance requirements set forth in this Agreement.

G.   EVIDENCE OF COVERAGE

Prior to commencement of any Services under this Agreement, Contractor, and each and every subcontractor (of every tier) shall, at its sole cost and expense, provide and maintain not less than the minimum insurance coverage with the endorsements and deductibles indicated in this Agreement. Such insurance coverage shall be maintained with insurers, and under forms of policies, satisfactory to City and as described in this Agreement. Contractor shall file with the City all certificates and endorsements for the required insurance policies for City's approval as to adequacy of the insurance protection.

H.   EVIDENCE OF COMPLIANCE

Contractor or its insurance broker shall provide the required proof of insurance compliance, consisting of Insurance Services Office (ISO) endorsement forms or their equivalent and the ACORD form 25-S certificate of insurance (or its equivalent), evidencing all required coverage shall be delivered to City, or its representative as set forth below, at or prior to execution of this Agreement. Upon City's request, Contractor shall submit to City copies of the actual insurance policies or renewals or replacements. Unless otherwise required by the terms of this Agreement, all certificates, endorsements, coverage verifications and other items required to be delivered to City pursuant to this Agreement shall be emailed to:

ctsantaclara@ebix.xom

or mailed to:

EBIX Inc.
City of Santa Clara Department of Information Technology
P.O. Box 100085 – S2
Duluth, GA 30096

Telephone number: 951-766-2280
Fax number: 770-325-0409

I.   QUALIFYING INSURERS

All of the insurance companies providing insurance for Contractor shall have, and provide written proof of, an A. M. Best rating of at least A minus 6 (A- VI) or shall be an insurance company of equal financial stability that is approved by the City or its insurance compliance representatives.

EXHIBIT D1
SOFTWARE SUBSCRIPTION AND MAINTENANCE PAYMENT AGREEMENT
INSTALLMENT AGREEMENT

PRESIDIO
TECHNOLOGY CAPITAL

STN: 680709

INSTALLMENT PAYMENT AGREEMENT

This Installment Payment Agreement ("IPA") is executed and delivered as of _____, 2021 and is by and between City of Santa Clara ("Customer") Federal Tax ID# 94-6000-426, with a place of business at 1500 Warburton Avenue, Santa Clara, CA 95050-3713 and **Presidio Technology Capital, LLC** ("PTC"). Customer has entered into that certain software and/or services agreement by and between Customer and Cisco Systems, Inc. ("Provider") and supplied by Presidio Networked Solutions Group, LLC ("Reseller"), described as order number 2003221109527-02, ("Agreement"). Pursuant to the Agreement, the Provider has agreed to provide certain software and/or services to Customer ("Services") in accordance with the terms of the Agreement, and Customer has agreed to pay Provider or Reseller, whichever the case may be, a fee of $726,220.51 ("Fee") for the Services provided in the Agreement. Customer has chosen to finance the Fee through PTC instead of paying the Fee in cash presently. In consideration of PTC's agreement to satisfy Customer's obligation to pay Provider or Reseller, whichever the case may be, the Fee in accordance with the terms hereof, Customer agrees to pay PTC at its office located at Two Sun Court, Norcross, Georgia, 30092-9204 or at such other place as the holder of this IPA may from time to time designate, total payments of Seven Hundred Eighty-Four Thousand Seven Hundred Ninety Five Dollars and 65/100 ($784,795.65) ("Total Amount").

> **CUSTOMER ACKNOWLEDGES AND AGREES THAT (I) THIS IPA CONSTITUTES A DISCRETE FINANCING ARRANGEMENT, SEPARATE AND DISTINCT FROM THE AGREEMENT IN ALL OTHER RESPECTS AND MAY BE ASSIGNED IN WHOLE OR IN PART BY PTC, AND (II) PTC SHALL NOT BE RESPONSIBLE FOR ANY OF THE PROVIDER'S OR RESELLER'S OBLIGATIONS UNDER THE AGREEMENT. ADDITIONALLY, PTC AND CUSTOMER HEREBY AGREE AS FOLLOWS:**

1. ACCEPTANCE. Customer shall accept this IPA upon execution by a duly qualified signatory of Customer ("Acceptance"). Acceptance shall constitute Customer's irrevocable authorization for PTC to pay Provider or Reseller, whichever the case may be, the first installment Payment as defined in Section 2 below. Acceptance shall also obligate Customer to pay subsequent Installment Payments, subject to budget appropriations. The term of this IPA shall commence on the date of Acceptance and shall continue until all of Customer's obligations to PTC hereunder have been satisfied in full.

2. INSTALLMENT PAYMENTS. Customer promises to pay to the order of PTC, its successor and assigns and/or any subsequent holder hereof, the Total Amount on an installment basis over five (5) years. The first year will be in two installment payments, the first installment payment of $XX,XXX will be made when the software is enabled during Phase 1 and the second installment payment of $XX,XXX will be made when the software is enabled in Phase 2. The aggregate total of the two payments will be $156,959.13. For the remaining four years of the of the installment agreement payments will be made in equal annual installments of $156,959.13 (each, an "Installment Payment"). Notwithstanding anything to the contrary contained herein, the date the first Installment Payment period begins shall be the date when the software is enabled for Phase 1 ("Start Date") with the remaining Installment Payments being due on the same day of each subsequent year thereafter, until paid in full. If any payment due hereunder is not received within ten (10) days after the due date thereof, Customer agrees to pay a late charge equal to 3% of such overdue amount or the maximum amount permitted by law, whichever is less

3. CUSTOMER REPRESENTATIONS AND WARRANTIES. Customer represents and warrants that (a) Customer is an entity duly organized, validly existing and in good standing under applicable state law, (b) each of the Agreement and the IPA is a genuine, legal, valid and binding obligation of Customer,

enforceable against Customer in accordance with its terms, subject to applicable bankruptcy and other similar laws affecting creditors' rights generally, (c) the undersigned signatory of Customer is authorized to execute each of the Agreement and IPA, (d) the Agreement has been delivered to and accepted by Customer, (e) the execution, delivery and performance of the IPA will not violate or create a default under any law (including any applicable usury law), regulation, judgment, order, instrument, agreement or charter document binding on Customer or its property, and (f) the IPA has been duly authorized, executed and delivered by Customer.

4. ASSIGNMENT. PTC MAY ASSIGN SOME OR ALL OF ITS RIGHTS UNDER THIS IPA TO ANY PARTY AND WILL PROVIDE NOTICE OF ASSIGNMENT TO CUSTOMER BY PROVIDING A FORM OF CERTFICATE OF ACCEPTANCE AND ACKNOWLEDGEMENT OF ASSIGNMENT. CUSTOMER SHALL NOT ASSERT AGAINST PTC OR ANY SUCH HOLDER ANY CLAIM OR DEFENSE WHICH IT MAY HAVE AGAINST THE PROVIDER OR RESELLER OF THE SERVICES. UPON THE WRITTEN INSTRUCTION OF PTC, CUSTOMER SHALL MAKE PAYMENTS UNDER THIS IPA DIRECTLY TO ANY ASSIGNEE. CUSTOMER SHALL PROMPTLY COMPLY WITH AND (IF REQUESTED) ACKNOWLEDGE IN WRITING SUCH INSTRUCTIONS. CUSTOMER'S OBLIGATIONS TO PAY AMOUNTS DUE UNDER THIS IPA ARE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY DEFENSES, SETOFFS OR COUNTERCLAIMS THAT IT MAY HAVE AGAINST THE PROVIDER OR RESELLER OF THE SERVICES. CUSTOMER AGREES NOT TO ASSIGN, TRANSFER OR DISPOSE OF ALL OR ANY PART OF ITS RIGHTS OR OBLIGATIONS UNDER THIS IPA WITHOUT PTC'S PRIOR WRITTEN CONSENT. ANY ATTEMPT TO DO SO WITHOUT SUCH CONSENT IS VOID.

5. EVENTS OF DEFAULT. An event of default ("Event of Default") shall occur hereunder if Customer or any Obligor ("Obligor" shall include any guarantor or surety of any obligations of Customer to PTC under this IPA): (a) fails to pay

any Installment Payment or other payment required hereunder when due; or (b) breaches or shall have breached any representation or warranty made or given by Customer or Obligor in this IPA, the Agreement or in any other related document or any such representation or warranty shall be untrue or, by reason of failure to state a material fact or otherwise, shall be materially misleading; or (c) fails to perform or observe any other covenant, condition or agreement to be performed or observed by it hereunder or under the Agreement, and such failure or breach shall continue unremedied for a period of ten (10) days after the date on which notice thereof shall be given by PTC to Customer; or (d) shall become insolvent or bankrupt or make an assignment for the benefit of creditors or consent to the appointment of a trustee or receiver, or a trustee or receiver shall be appointed for a substantial part of its property without its consent, or bankruptcy or reorganization or insolvency proceeding shall be instituted by or against Customer or Obligor; or (e) conveys, sells, transfers or assigns substantially all of Customer's or Obligor's assets or ceases doing business as a going concern, or, if a corporation, ceases to be in good standing or files a statement of intent to dissolve, or merges or consolidates with any other entity, or abandons any or all of the Services.

6. REMEDIES. Should an Event of Default occur, then without notice to Customer or any other person:

(a) Except in the event of non-appropriations, PTC may declare immediately due and payable and recover (as liquidated damages and not as a penalty) (i) all accrued and unpaid Installment Payments and other amounts and other sums then due;

(b) PTC may cause the Provider to terminate, without liability or responsibility to Customer, all services and/or licenses granted to Customer under the Agreement to the extent such services and/or licenses have been financed pursuant to this IPA, and/or cause Provider to withhold support, maintenance, consulting and other services provided under or in connection with the Agreement; and

(c) PTC may exercise any other remedies available at law or equity. All remedies are cumulative and not exclusive. To the extent permitted by law, Customer agrees that PTC shall not be required to license, lease, transfer or use the services and/or software in mitigation of damages hereunder.

(d) Customer waives any and all claims against PTC for any losses, costs, injuries, damages, and/or any and all other expenses alleged by Customer arising from the exercise of any remedies available under this Section 6.

7. DISCLAIMERS. PTC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE SERVICES, THE PROVIDER OR THE RESELLER, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. CUSTOMER HEREBY WAIVES ANY CLAIM (INCLUDING ANY CLAIM BASED ON STRICT OR ABSOLUTE LIABILITY IN TORT) THAT IT MAY HAVE AGAINST PTC FOR ANY LOSS, DAMAGE (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF DATA OR SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGE) OR EXPENSE CAUSED BY THE SERVICES, THE PROVIDER, THE RESELLER OR AGREEMENT, EVEN IF PTC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE, LOSS, EXPENSE OR COST. CUSTOMER ACKNOWLEDGES THAT PTC DID NOT SELECT, MANUFACTURE, DISTRIBUTE, PROVIDE OR LICENSE THE SERVICES AND THAT CUSTOMER HAS MADE THE SELECTION OF THE PROVIDER AND THE RESELLER BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY PTC OR ITS AGENT S.

8. CREDIT INFORMATION. CUSTOMER AUTHORIZES PTC OR ANY OF ITS AFFILIATES TO OBTAIN CREDIT BUREAU REPORTS, AND MAKE OTHER CREDIT INQUIRIES THAT PTC DETERMINES ARE NECESSARY. THIS IPA IS SUBJECT TO FINAL CREDIT APPROVAL BY PTC AND RECEIPT OF ALL DOCUMENTATION IN FORM SATISFACTORY TO PTC.

9. SURVIVAL OF TERMS, NO WAIVER. Except as specifically provided herein, Customer hereby waives grace, demand, presentment for payment, notice of non-payment, protest and notice of protest, notice of dishonor or default, notice of intent to accelerate, notice of acceleration and defense in collecting and bringing of suit. All obligations of Customer under this IPA shall survive any termination of the Agreement. No delay or omission on the part of PTC hereof in exercising any right hereunder shall operate as a waiver of such right or of any other right under this IPA or under any other document or instrument executed or delivered in connection with this IPA.

10. FINANCIAL STATEMENTS. Customer agrees to provide PTC copies of Customer's balance sheet, income statement and other financial reports as PTC may reasonably request. PTC and all holders of this instrument may assign their right hereunder without notice to, or consent of, Customer.

12. CHOICE OF LAW. THIS IPA SHALL BE INTERPRETED AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF CALIFORNIA AND THE UNITED STATES OF AMERICA, WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES. ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IPA OR ANY OTHER DOCUMENT SHALL BE COMMENCED EXCLUSIVELY IN ANY STATE OR FEDERAL COURT OF COMPETENT JURISDICTION LOCATED IN CALIFORNIA AND THE PARTIES HERETO CONSENT TO PERSONAL JURISDICTION THEREIN AND SERVICE BY CERTIFIED MAIL; PROVIDED THAT **NOTHING IN THIS IPA AGREEMENT SHALL BE DEEMED OR OPERATE TO PRECLUDE PTC FROM BRINGING SUIT OR TAKING OTHER LEGAL ACTION IN ANY OTHER JURISDICTION. EACH OF THE PARTIES HERETO WAIVES TO THE FULLEST EXTENT ALLOWED BY LAW ITS RIGHT TO A TRIAL BY JURY**. This IPA shall constitute the complete and exclusive agreement of PTC and Customer with respect to the payment of the amounts owing hereunder and supersedes all prior oral or written understandings. No term or provision of this IPA may be amended, waived, discharged or terminated except by a written instrument signed by Customer and PTC.

PTC may in its sole discretion, accept an electronic signature as execution of this IPA or related documents which PTC delivered electronically to Customer and returned to PTC electronically. Such execution shall be treated as and admissible into evidence as, the original document, and all signatures thereon shall be valid, legal and binding as if manual signatures were personally affixed and delivered.

IN WITNESS WHEREOF, the parties hereto have caused this IPA to be duly executed by their authorized representatives.

City of Santa Clara

By:_____

Print
Name:_____

Title:_____
____

Date:_____
____

Presidio Technology Capital, LLC

By:_____
_____

Print
Name:_____

Title:_____
____

Date:_____

ATTACHMENT A TO PAYMENT AGREEMENT

ATTACHED TO AND MADE A PART OF Installment Payment Agreement (the "IPA") dated June 11, 2021 STN# 680709 between Presidio Technology Capital, LLC ("PTC") and City of Santa Clara ("Customer").

I.   MODIFICATIONS

A.1   The IPA is amended by adding the following to the end thereof as new paragraphs:

13.   NONAPPROPRIATION OF FUNDS.

If Customer's governing body, or, if applicable, the governmental entity from which Customer obtains its operating and/or capital funds to appropriate funds for any fiscal year sufficient for the continued performance by Customer of all of Customer's obligations under this PA, does not appropriate such funds, this PA will terminate as of the last date of Customer's fiscal year for which for the payments are available. Customer shall give PTC written notice within fifteen (15) days following the occurrence of such boa-fide non-appropriation. Customer shall cancel the Services at Customer's expense and thereupon be released of its obligation to make all payments to PTC due thereafter.   The foregoing notice shall be accompanied by payment of all amounts then due to PTC during the current fiscal year under the PA. Upon termination under this Section 13, Customer shall not be responsible for the payment of any additional payments coming due in succeeding fiscal years, but if Customer has not complied with the instructions set forth above, the termination shall nonetheless be effective, but Customer shall be responsible for the payment of damages in an amount equal to the amount of the payments that would thereafter have come due if this PA had not been terminated and which are attributable to the number of days after which Customer fails to comply with PTC's instructions.

In the event Customer cancels the Services pursuant to the terms of this Section 13, PTC shall retain all sums paid hereunder by Customer.

14.   REPRESENTATIONS AND WARRANTIES OF CUSTOMER.

Customer represents and warrants as of the date of this IPA, and, so long as this IPA is in effect or any part of Customer's obligations to PTC remain unfulfilled, shall continue to warrant at all times, that:

(a) All requirements have been met, and procedures have occurred in order to insure the enforceability of this IPA and Customer has complied with such public bidding requirements, if any, as may be applicable to the transactions contemplated by this PA.
(b) The Services will be used by Customer only for the purpose of performing one or more governmental or proprietary functions of Customer consistent with the permissible scope of Customer's authority and will not be used in a trade or business of any person or entity other than Customer.
(c) Customer has funds available to pay all payments until the end of its current appropriation period, and City staff will request funds from the City Council to make payments in each appropriation period, from now until the end of the term of the IPA.
(d) This IPA has been duly executed and constitutes a valid, legal and binding obligation of Customer enforceable against Customer in accordance with the respective terms hereof.
(e) Customer has an immediate need for, and expects to make immediate use of, the Services, which need is essential and not temporary or expected to diminish during the applicable PA term. Customer presently intends to continue the IPA hereunder for its entire term and to pay all payments relating thereto.

II.   The complete and exclusive statement of the agreement relating to this subject consists of the IPA and this Attachment A. This statement of the agreement supersedes all proposals, letters and other agreements, oral or written, and all other communications between the parties relating to this subject. There are no promises, representations or warranties other than as expressly set forth in the IPA, as modified by this Attachment A.

IN WITNESS WHEREOF, each party has caused this Attachment A to be executed by its duly authorized representative.

Presidio Technology Capital, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of Santa Clara

By: _____

Name _____

Title: _____

Date: _____

PRESIDIO®
TECHNOLOGY CAPITAL

STN.: 680709

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■ NORCROSS, GEORGIA 30092

Certificate of Acceptance and Acknowledgement of Assignment

Installment Payment Agreement dated:		Assignee:	TIAA Commercial Finance, Inc.
Term:	5 Annual		
Installment Payment(s):	$156,959.13	Address:	10 Waterview Boulevard
Acceptance Date:	Execution Date		Parsippany, NJ 07054

1. City of Santa Clara ("Customer") acknowledges and agrees, with respect to the referenced Installment Payment Agreement (the "IPA") between Customer and Presidio Technology Capital, LLC ("PTC"), that:

    A. The IPA constitutes a discrete financing arrangement, separate and distinct from the Agreement.

    B. The IPA is in full force and effect and PTC is not in default.

    C. The Term of the IPA and the Installment Payment are correctly stated above.

    D. Customer has not prepaid any of the Installment Payments.

2. Customer is hereby notified that PTC has assigned to the Assignee identified above PTC's right, title and interest in and to the Installment Payments for the balance of the Term under the IPA. With respect to this assignment, Customer acknowledges and agrees that:

    A. Subject to budget appropriations, Customer will pay, without deduction or set-off, all Installment Payments (plus any applicable taxes) of the IPA. Installment Payments assigned to Assignee shall be owed by Customer to Assignee without deduction or set-off.

    B. The Assignee has not assumed any of PTC's obligations under the IPA, and Customer will look to PTC, not the Assignee, for the performance of such obligations and not assert against the Assignee any defense, set-off, recoupment, claim or counterclaim you have against PTC.

    C. Customer acknowledges notice of the assignment of the IPA to Assignee and further acknowledges and agrees that (a) Customer will deliver copies of all notices and other communications given or made by Customer to Assignee at the address specified above, and (b) Customer will execute such other instruments and take such actions as Assignee reasonably may require to further confirm the vesting of rights under the IPA in Assignee.

    D. Customer has not received notice of a prior sale, transfer, assignment, hypothecation or pledge of the IPA, or the Installment Payments reserved thereunder.

    E. All representations and duties of PTC intended to induce Customer to enter into the IPA, whether required by the IPA or otherwise, have been fulfilled.

    F. Customer's full and accurate legal name is as first provided above. The address noted below the signature of Customer is Customer's chief executive Office.

    G. USA PATRIOT ACT COMPLIANCE NOTIFICATION. Along with all other U.S. Financial institutions, Assignee began complying with Section 326 of the USA Patriot Act effective October 1, 2003. Designed to assist the government in preventing the funding of terrorist and money laundering activities, this section of the Act requires Assignee to know the business entities that are new to Assignee. To accomplish this Assignee will obtain, verify and record information that identifies business entities that open new accounts with it. What this means to Customer: when Customer opens an account with Assignee, Assignee will ask for Customer's business name, physical address, taxpayer identification number and other information that will allow Assignee to verify Customer's identity. The information requested may include documents, such as Articles

of Incorporation or a Partnership Agreement which will verify the identifying information that Customer is giving to Assignee.

City of Santa Clara

By: _____ Sign here
        Authorized Signature

_____
    Name (Type or Print)   *Title*

_____
        Date

Address: 1500 Warburton Ave.
             Santa Clara, CA 95050-3796
Jurisdiction of Organization: CA
Organizational No.:   800-3864-9

Agreement with Presidio Networked Solutions Group, LLC/Exhibit D2-Certificate of Acceptance and
Acknowledgment of Assignment   Page 2
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EXHIBIT D3
INCUMBENCY CERTIFICATE

PRESIDIO®
TECHNOLOGY CAPITAL

PRESIDIO TECHNOLOGY CAPITAL, LLC ■ TWO SUN COURT ■
NORCROSS, GEORGIA 30092

Incumbency Certificate

NAME OF GOVERNMENTAL ENTITY:
City of Santa Clara

GOVERNMENTAL ENTITY ADDRESS:
1500 Warburton Avenue
Santa Clara, CA 95050-3796

NAME	TITLE	SPECIMEN SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
		_____

I certify that I am an Officer of the Governmental Entity, that I have access to the original records of the Governmental Entity, and that the persons designated to serve in the capacities identified above hold the officesspecified above, and in their capacities the persons designated above are authorized to execute, on behalf of the Governmental Entity, rentals, leases, installment sales contracts, guarantees, promissory notes, installment payment agreements, annual payment agreements, service agreements and security agreements, together with any and all related documents, in connection with the financing of equipment from Presidio Technology Capital, LLC. These documents will be in such form and contain such terms as any of the persons designated to servein the above-entitled capacities shall approve, such approval to be conclusively evidenced by the designated person's signature.

THIS CERTIFICATE NEEDS TO BE SIGNED BY AN OFFICER OTHER THAN THE PERSONS DESIGNATED ABOVE.

BY: _____ **<SIGN HERE**

Authorized Signature

_____

Name (Type or Print)   *Title*

_____

Date

EXHIBIT D4
FORM OF OPINION OF COUNSEL LETTER

Presidio Technology Capital, LLC
Two Sun Court
Norcross, GA 30092

Dear Ladies/Gentleman:

Reference is made to that Installment Payment Agreement STN# 680709 dated_____, 2021 ("Agreement") between Presidio Technology Capital, LLC ("PTC"), and City of Santa Clara ("Customer") for the use ("Use") of certain equipment, as described in the Agreement. Unless otherwise defined herein, terms which are defined or defined by reference in the Agreement or any exhibit or schedule thereto shall have the same meaning when used herein as such terms have therein. The undersigned is duly authorized or retained counsel for the Customer in connection with the negotiation, execution and delivery of the Agreement, and as such is able to render a legal opinion as follows:

1. The Customer is a public body corporate and politic of the State of California and is authorized by the Constitution and laws of the State of California to enter into the transactions contemplated by the Agreement and to carry out its obligations thereunder. The Customer's name set forth above is the full, true and correct legal name of the Customer.

2. The Agreement set forth above has been duly authorized, executed and delivered by the Customer and constitutes a valid, legal and binding agreement, enforceable in accordance with its terms.

3. No further approval, consent or withholding of objections is required from any federal, state or local governmental authority.

4. Customer has complied with all open meeting and public bidding laws with respect to the entering into or performance by the Customer of the Agreement and the transactions contemplated thereby.

5. The execution and performance by Customer of its obligations under the Agreement do not violate any judgment, order, law or governmental regulation affecting Customer or result in a breach or default of any instrument or agreement to which Customer is a party or to which Customer is bound.

6. There are no suits or proceedings pending or threatened against or affecting Customer, which if determined adversely to Customer will have a material adverse effect on the ability of Customer to fulfill its obligations under this Agreement.

7. No approval or withholding of objection is required from any federal or other governmental authority with respect to entering into or performance by Customer of this Agreement.

8. The person signing this Agreement has authority to do so, holds the office indicated below his/her signature, and the signature is genuine.

9. Customer has no authority (statutory or otherwise) to terminate the Agreement prior to the end of its term for any reason other than pursuant to a rider or an Addendum to the Agreement that addresses the potential of the non-appropriation of funds sufficient to make payments under the Agreement payments for any fiscal period during the term of the Agreement subsequent to the initial fiscal year in which the payment obligation commences.

10. PTC may in its sole discretion, accept an electronic signature as execution of this Opinion of Counsel, which PTC delivered electronically to Customer and returned to PTC electronically. Such execution shall be treated as and admissible into evidence as, the original document, and all signatures thereon shall be valid, legal and binding as if manual signatures were personally affixed and delivered.

Very truly yours,

_____

By

_____

Print Name and Title

_____

Date

EXHIBIT E

NOTICE OF EXERCISE OF OPTION TO EXTEND AGREEMENT FORM

AGREEMENT TITLE:	
CONTRACTOR:	
DATE:	

Pursuant to Section ___ of the Agreement referenced above, the City of Santa Clara hereby exercises its option to extend the term under the following provisions:

OPTION NO.	# of #

NEW OPTION TERM

Begin date:	
End date:	

☐ **CHANGES IN RATE OF COMPENSATION**

Percentage change in CPI upon which adjustment is based:	

Pursuant to Section ____ of the Agreement the rates of compensation are hereby adjusted as follows:
(use attachment if necessary)

MAXIMUM COMPENSATION for New Option Term:	

For the option term exercised by this Notice, City shall pay Contractor an amount not to exceed the amount set forth above for Contractor's services and reimbursable expenses, if any. The undersigned signing on behalf of the City of Santa Clara hereby certifies that an unexpended appropriation is available for the term exercised by this Notice, and that funds are available as of the date of this signature.

Dated: _____

Approved as to Form:

_____   _____
BRIAN DOYLE   DEANNA J. SANTANA
City Attorney   City Manager
                                                                 1500 Warburton Avenue
                                                                 Santa Clara, CA 95050
                                                                 Telephone: (408) 615-2210
                                                                 Fax: (408) 241-6771