



Contract Purchase Agreement 3000902

Supplier Details:

Company Presidio Networked Solutions Group, LLC
Contact Joe Dempsey
Address 5000 Hopyard Rd, Suite 188

Pleasanton, CA 94588

Submit your response to:

Company City of Roseville
Contact "Becky" Rebecca Philipp
Address Purchasing Division
2075 Hilltop Circle
Roseville, CA 95747
Phone (916) 774-5724
Fax (916) 774-5736
E-mail BPhilipp@roseville.ca.us

This Contract Purchase Agreement is sent for your review and acceptance. Notify the Buyer via email of any needed changes to the company name, address, and contact information. The Buyer will update the agreement prior to you signing the document.

Return signed copies of the agreement to the Buyer noted on the agreement. Alterations or modifications to the agreement are not allowed. Upon receipt of all necessary documents, the City will sign the agreement and return a fully executed copy to you. Receipt of the signed copy will be your notice to proceed with the work in accordance with the terms and conditions of the agreement. Work must not begin until the contract has been fully executed.

The following guidelines must be followed for the signature block on the agreement:

Sole proprietorship - By owner

Partnership - Any general partner

Corporation - Two options:

(1) A signature from the President and the corporate seal; **OR**

(2) One signature from the Chairman of the Board, President, or any Vice President **AND** one signature from the Secretary, any Assistant Secretary, Chief Financial Officer, or any Treasurer or Assistant Treasurer of the corporation

*General Manager, Office Manager and/or Sales Manager are **not** corporate officer titles. The agreement will be rejected if not signed in accordance with these guidelines.

Insurance requirements:

The City's insurance requirements are referenced on Attachment A of the agreement. By signing the agreement, you are confirming that your company has the minimum insurance limits required.



Contract Purchase Agreement 3000902

Agreement	3000902
Agreement Date	24-SEP-2020
Change Order	3
Change Order Date	10-SEP-2021
Revision	1
Agreement Amount	117,478.30 USD

Invoice To **City of Roseville**
Accounts Payable
311 Vernon St
ROSEVILLE CA 95678

Phone: (916) 774-5488
Fax: (916) 784-3796
Email: accountspayable@roseville.ca.us

Supplier **Presidio Networked Solutions Group, LLC**
5000 Hopyard Rd, Suite 188

Pleasanton, CA 94588

Phone: (916) 979-6923
Fax: ()
Email: jdempsey@presidio.com

Description of Labor, equipment and/or materials AMENDMENT #1
CONTRACT PURCHASE AGREEMENT 3000902 ("AGREEMENT"), WHICH WAS EXECUTED ON 11/4/20, IS HEREBY MODIFIED AS FOLLOWS:

THE TOTAL COST OF SERVICE PAYABLE UNDER THIS AGREEMENT IS MODIFIED FROM \$111,449.87 TO \$117,478.30. THE PURPOSE OF THIS MODIFICATION IS: ADD A NEW CLEARPASS SERVER TO CREATE A CLUSTER WHICH WILL INCREASE RELIABILITY AND AVAILABILITY OF WI-FI AUTHENTICATION SERVICES IN ACCORDANCE WITH THE ATTACHED PROJECT CHANGE REQUEST 3001122102125 CHANGE ORDER 001 DATED 7/15/21 AND QUOTE 2003221110955-01 DATED 7/15/21.

PLEASE CONTACT KARL GROVER AT 916-774-5145 OF KGROVER@ROSEVILLE.CA.US FOR QUESTIONS REGARDING THIS CONTRACT.

ALL OTHER PROVISIONS OF THE AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

Customer #	Supplier #	Payment Terms	Freight Terms	FOB	Shipping Method
	12121	Net 30	Freight on Board at the destination	Destination	Best Method
Start Date	End Date	Confirm To			

"Becky" Rebecca Philipp Phone 1-916-774-5724

Attention: Total Cost not to exceed the agreement amount without prior approval of the Purchasing office.

Supplier	
Signature:	Wahed Choudhry
Print Name:	WAHEED CHOUDHRY
Title:	SVP, Sales West

Supplier	
Signature:	Kim Dukes
Print Name:	Kim Dukes
Title:	Director of Sales Operations

City of Roseville, A Municipal Corporation	
Signature:	
Print Name:	Dominick Casey
Title:	City Manager

Project Information		Requestor Information	
Client Name	City of Roseville	Requestor Name	Edson Guillen
Project Name	Aruba Wireless Network Upgrade	Email Address	EFGuillen@roseville.ca.us
		Phone Number	916-774-5465
Original Sales Order #	3001122102125	Prepared By	Fred Jakobi
Change Order #	001	Date Requested	7/15/2021
Change Order Title	Clearpass Subscriber	Date Required By	7/20/2021

Proposed Change and Rationale

Description of change, references, who will perform work, and assumptions as applicable.

City of Roseville is requesting Presidio build a new Clearpass cluster using a second VM as a subscriber.
 Senior Wireless Engineer 14 hours
 Senior Project Manager 4 hours

Assumptions:

The assumptions will remain as indicated in the original scope of work

Note: Materials and licenses will be purchased through normal purchasing process and the cost is not included in this project change request.

Impact of Change

Impact of the proposed change to project elements (i.e., cost, schedule, deliverables, resources, etc.).

Change Affects: ☒ Cost ☒ Schedule ☒ Scope

Summary of Impact: The requested change will impact the cost, scope and schedule of the project.

Pricing

FIXED FEE

Total Project Change Request Value:

Billing Milestone		PCR Amount
PCR-001	\$	\$3,430.00

Actual Travel expenses billable in addition to above amount? ☐ Yes ☐ No

Decrease in Total Project Value: Amount to be reduced from the final milestone, unless specified otherwise.

Billing Milestone	Original Amount	Revised Amount
	\$	\$

TIME AND MATERIALS

Resource Type	Hourly Rate	Hourly Overtime Rate	Estimated Hours
	\$	\$	
	\$	\$	
PCR Estimated Fee*:		\$	

*This is an estimate only. Actual hours will be billed. Additional hours may be required to complete outlined scope of work.

Actual Travel expenses billable in addition to above amount? ☐ Yes ☐ No

Actual Travel time billable in addition to above amount? ☐ Yes ☐ No

Purchase Order

Change Request Total: \$XX,XXX (Include billable travel expenses amount, if applicable.)

- ☐ Extend original PO # _____
- ☒ Issue new PO # _____
- ☐ No Purchase Order Required
- ☐ Reduced Amount in Total Project Change Request does not require revised or new PO

Authorization

Pursuant to the Statement of Work between Presidio and Client in effect at the time of this Change Request and in accordance with the change management procedures identified therein, parties certify by signature of an authorized representative, that the above Change Request will be incorporated into the existing SOW as appropriate.

Authorized Client Signature	Title	Date
Authorized Presidio Signature	Title	Date

TO: City Of Roseville
Edson Guillen
311 Vernon St
Roseville, CA 95678

EFGuillen@roseville.ca.us
(p) 916-774-5145

FROM: Presidio Networked Solutions Group, LLC
Joe Dempsey
5000 Hopyard Rd
Suite 188
Pleasanton, CA 94588

jdempsey@presidio.com
(p) +1.916.979.6923

BILL TO: CITY OF ROSEVILLE
Karl Grover
311 VERNON ST
ROSEVILLE, CA 95678

kgrover@roseville.ca.us
(p) (916) 774-5145

SHIP TO: City of Roseville
Edson Guillen
311 Vernon St
Roseville, CA 95678

kgrover@roseville.ca.us
(p) (916) 774-5145

Customer#: CITYO613
Account Manager: Joe Dempsey
Inside Sales Rep: Joe Dykhuis
Title: City of Roseville - Clearpass

Contract Vehicle: *Open Market

#	Part #	Description	Unit Price	Qty	Ext Price
1	JZ399AAE	Aruba ClearPass Cx000V VM Appl E-LTU	\$2,598.43	1.00	\$2,598.43
2	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$3,430.00	1.0000	\$3,430.00
		Deliverable: PCR -Clearpass Subscriber Installation			

			Sub Total:	\$6,028.43
			Grand Total:	\$6,028.43

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1½% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below and the City of Roseville's Terms and Conditions of Purchase REV 5/3/2018. In the event of a conflict Presidio's quote terms shall govern. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

Customer Signature

Date