



Date: 6/30/2009

Customer	City of Culver City
Quote	06257ST-HT872
Contact	David Leuck
Phone	310-253-6000
Address	9770 Culver Blvd.,

Address	9770 Culver Blvd., Culver City, CA 90232
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CITY HALL, Redevelopment Dept.,
9770 Culver Blvd., Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
1	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + 1PB Image	\$9,495.00	51.00%	\$4,682.55	\$4,682.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	CAB-SFP-50CM=	Catalyst 3560 SFP Interconnect Cable, 50cm	\$250.00	51.00%	\$122.50	\$122.50
1	GLC-SX-MM=	GE SFP, LC connector SX transceiver	\$300.00	51.00%	\$245.00	\$245.00
3560-Series, 10/100/1000, Non-PoE Switch						
1	WS-C3560G-48TS-S	Catalyst 3560 48 10/100/1000T + 4 SFP + 1PB Image	\$7,995.00	51.00%	\$3,917.55	\$3,917.55
1	CAB-AC	Power Cord,110V	\$0.00	51.00%	\$0.00	\$0.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button IP Phones						
34	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$8,246.70
6-Button IP Phones						
6	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Color, spare	\$595.00	51.00%	\$291.55	\$1,748.30
3	CP-LCKNGWALLMNT2=	Universal Locking Wallmount Kit for 7900 Series IP Phones	\$31.00	51.00%	\$15.19	\$45.57
Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
1	CEX-LGSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80
UPS						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	SU1000RTXL2Ua	1KVA/8KW True On-Line UPS, plugs into standard 120v outlet	\$549.00	20.00%	\$439.20	\$439.20
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20
2	BP24V28-2U	Battery packs for extended runtime	\$512.00	20.00%	\$409.60	\$819.20
2	2POSTRMKITVM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20

[illegible]



City of Culver City, Bid No.1410

Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer City of Culver City
Quote 062579T-HT872
Contact David Leuck
Phone 310-253-6000
Address 9770 Culver Blvd., Culver City, CA 90232

AT&T ACCOUNT TEAM:
Sales Name Contact Info
Chris Mangiapane 213-446-2984
Joe Dykhuis 949-838-8253
Fax 707-427-7505

CITY HALL, P1-18 Community Room

9770 Culver Blvd., Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3660-Series	10/100/1000, PoE Switch					
1	WS-C3660G-24PS-S	Catalyst 3660 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	GLC-SX-MM=	GE SFP, LC connector SX transceiver	\$600.00	51.00%	\$245.00	\$245.00

WAN Routing

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3800-Series	Integrated Services Router					
1	CISCO3845-SRST/K9	3845 Voice Bundle w/ PVDM2-64, FL-SRST-250, SP Serv, 128F/512D	16,495.00	51.00%	\$8,082.55	\$8,082.55
1	FL-SRST-250	Feat Lic Survivable Remote Site Telephony Up To 250 Users	0.00	51.00%	\$0.00	\$0.00
1	MEM3800-256U512D	256 to 512MB DRAM (single DIMM) Factory upgrade for 3800	0.00	51.00%	\$0.00	\$0.00
1	MEM3800-64U128CF	64 to 128 MB CF Factory Upgrade for Cisco 3800 Series	0.00	51.00%	\$0.00	\$0.00
1	PVDM2-64	64-Channel Packet Voice/Fax DSP Module	0.00	51.00%	\$0.00	\$0.00
1	PWR-3845-AC	Cisco 3845 AC power supply	0.00	51.00%	\$0.00	\$0.00
1	ROUTER-SDM-CD	CD for SDM software	0.00	51.00%	\$0.00	\$0.00
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	51.00%	\$0.00	\$0.00
3	EM-HDA-6FXO	6-port voice/fax expansion module - FXO	0.00	51.00%	\$0.00	\$0.00
2	EVM-HD-8FXS/DID	High density voice/fax extension module - 8 FXS/DID	1,200.00	51.00%	\$588.00	\$1,176.00
1	PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1,400.00	51.00%	\$688.00	\$1,372.00
1	S384RSPSK9-12422T	Cisco 3845 SPSK9-SPSK9 FEAT SET FACTORY UPG FOR BUNDLES	3,200.00	51.00%	\$1,568.00	\$1,568.00
1	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	0.00	51.00%	\$0.00	\$0.00
			2,000.00	51.00%	\$980.00	\$980.00

IP Phones and ATA Gateways

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button	IP Phones					
3	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$727.65
1	CP-LCKNGWALLMNT2=	Universal Locking Wallmount Kit for 7900 Series IP Phones	\$31.00	51.00%	\$15.19	\$15.19

VG224 Analog Gateways								
3	VG224	24 Port Voice over IP analog phone gateway			\$5,395.00	51.00%	\$2,643.55	
3	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m			\$0.00	51.00%	\$0.00	\$7,930.65
3	MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)			\$0.00	51.00%	\$0.00	\$0.00
3	MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)			\$0.00	51.00%	\$0.00	\$0.00
3	SVGVG-12409T	Cisco VG200 Series IP SUBSET/VOICE			\$0.00	51.00%	\$0.00	\$0.00
		Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price		
Fiber Patch Cables								
1	CEX-LCSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80	\$16.80	
Cat3 VG224 Patch Cables								
5	25-Pair Male 50-Pin Telco	50-Pin Telco to Open End (Blunt Cut) - 50-ft. (15.2-m)	\$40.00	51.00%	\$19.60	\$98.00	\$98.00	
		UPS						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price		
1	SU1500RTLXL2Ua	1.5KVA/1.2KW True On-Line UPS, plugs into standard 120v outlet	\$689.00	20.00%	\$559.20	\$559.20	\$559.20	
1	SNMPWIECARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20	\$223.20	
2	BP48V24-2U	Smart UPS 48V RM 2U External Battery Pack	\$600.00	20.00%	\$480.00	\$960.00	\$800.00	
2	2POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20	\$123.20	
			HARDWARE SUMMARY				\$27,246.99	
SOLUTION SUMMARY								



City of Culver City, Bid No.1410
Voice Over Internet Protocol Phone System

PROPOSED SOLUTION

Edge Switching

IIIP Phones and ATA Gateways

Cables

UPS



Voice Over Internet Protocol Phone System

500

Culver City
ST-HT872
Leuck
3-6000
Culver Blvd.,

Culver Blvd., Culver City, CA 90232

0770 Culver Blvd., Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
1	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	\$9,495.00	51.00%	\$4,652.55	\$4,652.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	CAB-SFP-50CM=	Catalyst 3560 SFP Interconnect Cable, 50cm	\$250.00	51.00%	\$122.50	\$122.50
1	GLC-SX-MM=	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
3560-Series, 10/100/1000, Non-PoE Switch						
1	WS-C3560G-24TS-S	Catalyst 3560 24 10/100/1000T + 4 SFP + IPB Image	\$4,795.00	51.00%	\$2,348.55	\$2,348.55
1	CAB-AC	Power Cord, 110V	\$0.00	51.00%	\$0.00	\$0.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Sidecars						
3	CP-7916=	7916 IP Phone Color Expansion Module	\$495.00	51.00%	\$242.55	\$727.65
3	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$10.00	51.00%	\$4.90	\$14.70
3	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	\$45.00	51.00%	\$22.05	\$66.15
3	CP-SINGLEFOOTSTAND=	Footstand kit for single 7914, 7915, or 7916	\$33.00	51.00%	\$16.17	\$48.51
2-Button IP Phones						
22	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$5,336.10
6-Button IP Phones						
10	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Color, spare	\$585.00	51.00%	\$291.55	\$2,915.50
2	CP-LCKNGWALLMNT2=	Universal Locking Wallmount Kit for 7900 Series IP Phones	\$31.00	51.00%	\$15.19	\$30.38
Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
1	CEX-LCSTTMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80
UPS						



City of Culver City, Bid No. 1410

Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer: City of Culver City
Quote: 06257/ST-HT1872
Contact: David Leuck
Phone: 310-253-6000
Address: 9770 Culver Blvd., Culver City, CA 90232

AT&T ACCOUNT TEAM:
Sales Name: Chris Manglapane
Contact Info: 213-446-2984
Joe Dykhuis
Fax: 949-838-8253
707-427-7505

POLICE DEPARTMENT, 2nd Floor
4040 Duquesne Ave., Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
2	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	\$9,495.00	51.00%	\$4,652.55	\$9,305.10
2	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
2	CAB-SFP-50CM=	Catalyst 3560 SFP Interconnect Cable, 50cm	\$250.00	51.00%	\$122.50	\$245.00
1	GLC-SX-MM=	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
1	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00

IP Phones and ATA Gateways

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Sidecars						
1	CP-7918=	7918 IP Phone Color Expansion Module	\$495.00	51.00%	\$242.55	\$242.55
1	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$10.00	51.00%	\$4.90	\$4.90
1	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series	\$45.00	51.00%	\$22.05	\$22.05
1	CP-SINGLFOOTSTAND=	Footstand kit for single 7914, 7915, or 7916	\$33.00	51.00%	\$16.17	\$16.17
2-Button IP Phones						
46	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$11,157.30
6-Button IP Phones						
6	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Color, spare	\$595.00	51.00%	\$291.55	\$1,749.30
6	CP-LCKNGWALLMNT2=	Universal Locking Wallmount Kit for 7900 Series IP Phones	\$31.00	51.00%	\$15.19	\$91.14

Cables

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
1	CEX-LCSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80

UPS

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
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Date: 6/30/2009

Customer	City of Culver City
Quote	06257ST-HT872
Contact	David Leuck
Phone	310-253-6000
Address	9770 Culver Blvd.,

AT&T ACCOUNT TEAM:	
Sales Name	Contact Info
Chris Mangiapane	213-446-2984
Joe Dykhuis	949-838-8253
Fax	707-427-7505

POLICE DEPARTMENT, Auxiliary Bldg.
4040 Duquesne Ave., Culver City CA 90232

PROPOSED SOLUTION

Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
1	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	GLC-SX-MMF	GE SFP LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button IP Phones						
3	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$727.65
Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
1	CEX-LCSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80
UPS						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	SU750RRTL2U	750VA/600W True On-Line UPS, plugs into standard 120v outlet	\$449.00	20.00%	\$359.20	\$359.20
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20
2	BP24V28-2U	Battery packs for extended runtime	\$512.00	20.00%	\$409.60	\$819.20
1	2-9U STAND	Tower Stand - Expandable Tower Base Stand UPS Accessory	\$77.00	20.00%	\$61.60	\$61.60
2	2POSTRMKITVM	2 post mounling hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20
					HARDWARE SUMMARY	
					\$5,317.40	
SOLUTION SUMMARY						

					HARDWARE TOTAL	\$6,317.40
					SALES TAX (9.75%)	\$518.45
					ESTIMATED SHIPPING	\$0.00
					GRAND TOTAL	\$5,835.85



Voice Over Internet Protocol Phone System

Customer	City of Culver City
Quote	06257ST-HT872
Contact	David Leuck
Phone	310-253-6000
Address	9770 Culver Blvd.,

4060 Duquesne Ave., Cuvel City CA 90232

PROPOSED SOLUTION

SOLUTION SUMMARY

[illegible]



City of Culver City, Bid No.1410
Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer: City of Culver City
Quote: 062575T-HT872
Contact: David Leuck
Phone: 310-253-6000
Address: 9770 Culver Blvd., Culver City, CA 90232

POLICE DEPARTMENT, Basement Community Rm.
4040 Duquesne Ave. Culver City CA 90232

AT&T ACCOUNT TEAM:
Sales Name: Chris Mangiapane
Contact Info: 213-446-2984
Joe Dykhuis
Fax: 949-838-8253
707-427-7505

PROPOSED SOLUTION

Core Switching

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
4	CAB-L620P-C19-US	NEMA L6-20 to IEC-C19 14ft US	\$21.00	51.00%	\$10.29	\$41.16
1	PWR-C45-4200ACV/2	Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	\$3,995.00	51.00%	\$1,957.55	\$1,957.55
1	PWR-C45-4200ACV	Catalyst 4500 4200W AC dual input Power Supply (Data + PoE)	\$3,995.00	51.00%	\$1,957.55	\$1,957.55
1	S45IPBK9-12250SG	Cisco CAT4500 IOS IP BASE SSH	\$0.00	51.00%	\$0.00	\$0.00
3	WS-G5484=	1000BASE-SX Short Wavelength GBIC (Multimode only)	\$500.00	51.00%	\$245.00	\$735.00
2	WS-X4548-GB-RJ45V	Catalyst 4500 PoE 802.3af 10/100/1000, 48-Ports (RJ45)	\$7,495.00	51.00%	\$3,672.55	\$7,345.10
2	WS-X4548-GB-RJ45	Catalyst 4500 Enhanced 48-Port 10/100/1000 Base-T (RJ-45)	\$5,495.00	51.00%	\$2,692.55	\$5,385.10

WAN Routing

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	3800-Series Integrated Services Router					
1	CISCO3845-SRST/K9	3845 Voice Bundle w/ PVDM2-64, FL-SRST-250, SP Serv.128F/512D	16,495.00	51.00%	\$8,082.55	\$8,082.55
1	FL-SRST-250	Feat Lic Survivable Remote Site Telephony Up To 250 Users	0.00	51.00%	\$0.00	\$0.00
1	MEM3800-256U512D	256 to 512MB DRAM (single DIMM) Factory upgrade for 3800	0.00	51.00%	\$0.00	\$0.00
1	MEM3800-64U128CF	64 to 128 MB CF Factory Upgrade for Cisco 3800 Series	0.00	51.00%	\$0.00	\$0.00
1	PVDM2-64	64-Channel Packet Voice/Fax DSP Module	0.00	51.00%	\$0.00	\$0.00
1	PWR-3845-AC	Cisco 3845 AC power supply	0.00	51.00%	\$0.00	\$0.00
1	ROUTER-SDM-CD	CD for SDM software	0.00	51.00%	\$0.00	\$0.00
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	51.00%	\$0.00	\$0.00
4	EM-HDA-6FXO	8-port voice/fax expansion module - FXO	0.00	51.00%	\$0.00	\$0.00
2	EVM-HD-8FXS/DID	High density voice/fax extension module - 8 FXS/DID	1,200.00	51.00%	\$588.00	\$2,352.00
1	PVDM2-64	64-Channel Packet Voice/Fax DSP Module	1,400.00	51.00%	\$686.00	\$1,372.00
1	S384RSPSK9-12422T	Cisco 3845 SPSK9-SPSK9 FEAT SET FACTORY UPG FOR BUNDLES	3,200.00	51.00%	\$1,568.00	\$1,568.00
1	VVIC2-2MFT-T1/E1	2-Port 2nd Gen Multiflex Trunk Voice/WAN Int. Card - T1/E1	0.00	51.00%	\$0.00	\$0.00
		IP Phones and ATA Gateways	2,000.00	51.00%	\$980.00	\$980.00



City of Culver City, Bid No.1410

Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer: City of Culver City
Quote: 06257ST-HT872
Contact: David Leuck
Phone: 310-253-6000
Address: 9770 Culver Blvd., Culver City, CA 90232

AT&T ACCOUNT TEAM:
Sales Name: Chris Mangiapane
Contact Info: 213-446-2984
Joe Dykhuis
Fax: 707-427-7505

FIRE STATION 1

9800 Culver Blvd, Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series	10/100/1000 PoE Switches					
1	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	\$9,495.00	51.00%	\$4,652.55	\$4,652.55
2	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
2	GLC-SX-MM=	GE SFP LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$490.00

WAN Routing

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2800-Series	Integrated Services Router					
1	C2851-VSEC-SRST/K9	2851 VSEC Bundle w/PVDM2-48, FL-SRST-100, AdvIPServ, 128F/256D	9,595.00	51.00%	\$4,701.55	\$4,701.55
1	ACS-2821-51-STAN	Cisco 2821/51 Standard Accessory Kit	0.00	51.00%	\$0.00	\$0.00
1	FL-SRST-100	Feat Lic Survivable Remote Site Telephony Up To 100 Users	0.00	51.00%	\$0.00	\$0.00
1	MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	0.00	51.00%	\$0.00	\$0.00
1	MEM2800-64U128CF	64 to 128 MB CF Factory Upgrade for Cisco 2800 Series	0.00	51.00%	\$0.00	\$0.00
1	PVDM2-48	48-Channel Packet Voice/Fax DSP Module	0.00	51.00%	\$0.00	\$0.00
1	PWR-2821-51-AC	Cisco 2821/51 AC power supply	0.00	51.00%	\$0.00	\$0.00
1	ROUTER-SDM-CD	CD for SDM software	0.00	51.00%	\$0.00	\$0.00
1	CAB-AC	AC Power Cord (North America) C13 NEMA 5-15P, 2.1m	0.00	51.00%	\$0.00	\$0.00
1	S28NRAISK9-12422T	Cisco 2800 AISK9-AISK9 FEAT SET FACTORY UPG FOR BUNDLES	0.00	51.00%	\$0.00	\$0.00
3	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	800.00	51.00%	\$392.00	\$1,176.00

IP Phones and ATA Gateways

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button IP Phones						
25	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$6,063.75
10	CP-LCKNGWALLMNT2=	Universal Locking Wallmount Kit for 7900 Series IP Phones	\$31.00	51.00%	\$15.19	\$151.90
6-Button IP Phones						
1	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Color, spare	\$595.00	51.00%	\$291.55	\$291.55

VG224 Analog Gateways							
1	VG224	24 Port Voice over IP analog phone gateway		\$5,395.00	51.00%	\$2,643.55	\$2,643.55
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m		\$0.00	51.00%	\$0.00	\$0.00
1	MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)		\$0.00	51.00%	\$0.00	\$0.00
1	MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)		\$0.00	51.00%	\$0.00	\$0.00
1	SVGVG-12409T	Cisco VG200 Series IP SUBSET/VOICE		\$0.00	51.00%	\$0.00	\$0.00
Cables							
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price	
Fiber Patch Cables							
2	CEX-LCSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$33.60	
Cat3 VG224 Patch Cables							
1	25-Pair Male 50-Pin Telco -50	25-Pair, Male 50-Pin Telco to Open End (Blunt Cut) - 50-ft. (15.2-m)	\$40.00	20.00%	\$32.00	\$32.00	
UPS							
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price	
1	SU1500RTL2Ua	1.5KVA/1.2KW True On-Line UPS, plugs into standard 120v outlet	\$699.00	20.00%	\$559.20	\$559.20	
1	SNMPWEBECARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20	
1	BP48V24-2U	Smart UPS 48V RM 2U External Battery Pack	\$500.00	20.00%	\$400.00	\$400.00	
2	2POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20	
				HARDWARE SUMMARY		\$21,542.05	
SOLUTION SUMMARY							
				HARDWARE TOTAL		\$21,542.05	
				SALES TAX (9.75%)		\$2,100.35	
				ESTIMATED SHIPPING		\$0.00	
				GRAND TOTAL		\$23,642.40	



PROPOSED SOLUTION

199

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PROPOSED SOLUTION

203

		UPS					
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price	
1	SUI500RTXL2Ua	1.5KVA/1.2KW True On-Line UPS, plugs into standard 120v outlet	\$699.00	20.00%	\$559.20	\$559.20	
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20	
1	BP48V60RT3U	Smart UPS 48V RM 3U External Battery Pack	\$899.00	20.00%	\$719.20	\$719.20	
2	2POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20	



City of Culver City, Bid No.1410	
Voice Over Internet Protocol Phone System	
Date:	6/30/2009
Customer	City of Culver City
Quote	06257ST-HT872
Contact	David Leuck
Phone	310-253-6000
Address	9770 Culver Blvd., Culver City, CA 90232
VETERANS MEMORIAL TOWER, Tower	
4117 Overland Blvd., Culver City, CA 90232	
AT&T ACCOUNT TEAM:	
Sales Name	Chris Mangiapane
Contact Info	213-446-2984
	Joe Dykhuis
	949-838-8253
	Fax
	707-427-7505

PROPOSED SOLUTION

Edge Switching		Description		List Price	Discount %	Discounted Price	Extended Price
Quantity	Part Number						
3560-Series	10/100/1000 PoE Switch						
1	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image		\$9,495.00	51.00%	\$4,652.55	\$4,652.55
1	CAB-16AWG-AC	AC Power cord, 16AWG		\$0.00	51.00%	\$0.00	\$0.00
1	CAB-SFP-50CM=	Catalyst 3560 SFP Interconnect Cable, 50cm		\$250.00	51.00%	\$122.50	\$122.50
1	GLC-LH-SM=	GE SFP LC connector LX/LH transceiver		\$995.00	51.00%	\$487.55	\$487.55
1	GLC-SX-SM=	GE SFP LC connector SX transceiver		\$500.00	51.00%	\$245.00	\$245.00
		WAN Routing					
Quantity	Part Number	Description		List Price	Discount %	Discounted Price	Extended Price
2800-Series	Integrated Services Router						
1	C2821-VSEC-SRST/K9	2821 VSEC Bundle w/PVDM2-32, FL-SRST-50, Adv IP Serv, 128F/256D		\$6,395.00	51.00%	\$3,133.55	\$3,133.55
1	CAB-AC	Power Cord, 110V		\$0.00	51.00%	\$0.00	\$0.00
1	S28NRAISK9-12422T	Cisco 2800 AISK9-AISK9 FEAT SET FACTORY UPG FOR BUNDLES		\$0.00	51.00%	\$0.00	\$0.00
1	VIC2-4FXO	Four-part Voice Interface Card - FXO (Universal)		\$800.00	51.00%	\$392.00	\$392.00
		IP Phones and ATA Gateways					
Quantity	Part Number	Description		List Price	Discount %	Discounted Price	Extended Price
Sidecars							
2	CP-7916=	7916 IP Phone Color Expansion Module		\$495.00	51.00%	\$242.55	\$485.10
2	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America		\$10.00	51.00%	\$4.90	\$9.80
2	CP-PWR-CUBE-3=	IP Phone power transformer for the 7900 phone series		\$45.00	51.00%	\$22.05	\$44.10
2	CP-SINGLFOOTSTAND=	Footstand kit for single 7914, 7915, or 7916		\$33.00	51.00%	\$16.17	\$32.34
2-Button IP Phones							
17	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare		\$495.00	51.00%	\$242.55	\$4,123.35
8	CP-LCKNGWALLMNT2=	Universal Locking Wallmount Kit for 7900 Series IP Phones		\$31.00	51.00%	\$15.19	\$121.52
6-Button IP Phones							
3	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Color, spare		\$595.00	51.00%	\$291.55	\$874.65

VG224 Analog Gateways									
1	VG224	24 Port Voice over IP analog phone gateway			\$5,395.00	51.00%	\$2,643.55	\$2,643.55	
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m			\$0.00	51.00%	\$0.00	\$0.00	
1	MEM-224-1X128D-U	128MB DRAM Memory for VG224 (Factory Upgrade)			\$0.00	51.00%	\$0.00	\$0.00	
1	MEM-224-1X64F-U	64MB Flash Memory for VG224 (Factory Upgrade)			\$0.00	51.00%	\$0.00	\$0.00	
1	SVGVG-12409T	Cisco VG200 Series IP SUBSET/VOICE			\$0.00	51.00%	\$0.00	\$0.00	
Cables									
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price			
Fiber Patch Cables									
1	CEX-LCSTMMD-3M	SFP<=>ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80			
1	CEX-LCSTSMMD-3M	SFP<=>ST Single Mode Fiber Patch Cord - 3-meter	\$25.00	20.00%	\$20.00	\$20.00			
Cat3 VG224 Patch Cables									
1	25-Pair Male 50-Pin Telco -50	25-Pair Male 50-Pin Telco to Open End (Blunt Cut) - 50-ft. (15.2-m)	\$40.00	20.00%	\$32.00	\$32.00			
UPS									
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price			
1	SU1500RTXL2Ua	1.5KVA/1.2KW True On-Line UPS, plugs into standard 120v outlet	\$699.00	20.00%	\$559.20	\$559.20			
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20			
1	BP48V24-2U	Smart UPS 48V RM 2U External Battery Pack	\$500.00	20.00%	\$400.00	\$400.00			
2	2POSTRMKITVM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20			
					HARDWARE SUMMARY		\$18,741.96		
SOLUTION SUMMARY									
					HARDWARE TOTAL		\$18,741.96		
					SALES TAX (9.75%)		\$1,827.34		
					ESTIMATED SHIPPING		\$0.00		
					GRAND TOTAL		\$20,569.30		



Voice Over Internet Protocol Phone System

Customer	City of Culver City
Quote	06257ST-HT872
Contact	David Leuck
Phone	310-253-6000
Address	9770 Culver Blvd.,

Address	9770 Guilver B
Address	9770 Guilver B

VETERANS MEMORIAL TOWER, Teen Center

4183 Overland Blvd., Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
1	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
2	GLC-SX-SM=	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$490.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button IP Phones						
7	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$1,697.85
Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
2	CEX-LCSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$33.60
UPS						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	SU750R7XL2U	750VA/600W True On-Line UPS, plugs into standard 120v outlet	\$449.00	20.00%	\$359.20	\$359.20
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20
1	BP24V28-2U	Battery packs for extended runtime	\$512.00	20.00%	\$409.60	\$409.60
1	2-9USTAND	Tower Stand - Expandable Tower Base Stand UPS Accessory	\$77.00	20.00%	\$61.60	\$61.60
2	2POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20
				HARDWARE SUMMARY		
				\$6,139.80		



City of Culver City, Bid No.1410
Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer	City of Culver City
Quote	08257ST-HT1872
Contact	David Leuck
Phone	310-253-6000
Address	9770 Culver Blvd., Culver City, CA 90232

VETERANS MEMORIAL TOWER, Plunge
4175 Overland Blvd. Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
1	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	GLC-SX-SM=	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button IP Phones						
4	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$970.20
Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
1	CEX-LCSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80
UPS						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	SU750RXTL2U	750VA/600W True On-Line UPS, plugs into standard 120v outlet	\$449.00	20.00%	\$359.20	\$359.20
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20
1	BP24V28-2U	Battery packs for extended runtime	\$512.00	20.00%	\$409.60	\$409.60
1	2-9U STAND	Tower Stand - Expandable Tower Base Stand UPS Accessory	\$77.00	20.00%	\$61.60	\$61.60
2	2POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20
					HARDWARE SUMMARY	
					\$5,150.35	
SOLUTION SUMMARY						

					HARDWARE TOTAL	\$5,150.35
					SALES TAX (9.75%)	\$502.16
					ESTIMATED SHIPPING	\$0.00
					GRAND TOTAL	\$5,652.51



City of Culver City, Bid No.1410
Voice Over Internet Protocol Phone System

PROPOSED SOLUTION

Edge Switching

WAN Routing

IP Phones and ATA Gateways

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Sidcars						
2	CP-7916=	7916 IP Phone Color Expansion Module	\$495.00	51.00%	\$242.55	
2	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$10.00	51.00%	\$4.90	\$495.10
						\$5.80



City of Culver City, Bid No.1410

Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer
City of Culver City
Quote
06257ST-HT872
Contact
David Leuck
Phone
310-253-6000
Address
9770 Culver Blvd., Culver City, CA 90232

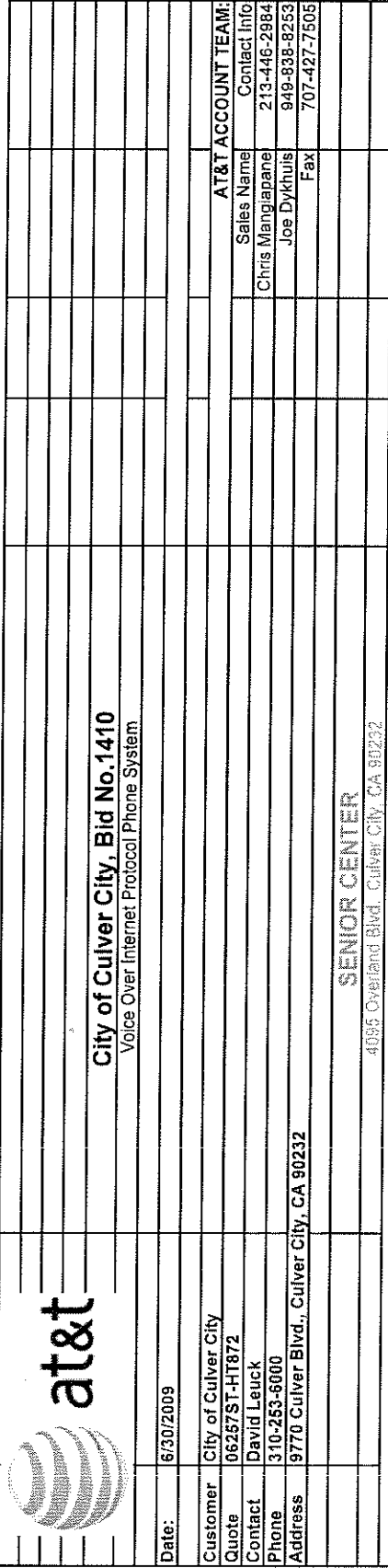
AT&T ACCOUNT TEAM:
Sales Name
Chris Mangiapane
Contact Info
213-446-2884
Joe Dykhuis
949-838-8253
Fax
707-427-7505

SENIOR CENTER

4065 Overland Blvd., Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching		WAN Routing	
Quantity	Part Number	Description	Extended Price
1	WS-C3560G-48PS-S	Catalyst 3560 48 10/100/1000T PoE + 4 SFP + IPB Image	\$4,652.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00
1	CAB-SFP-500CM=	Catalyst 3560 SFP Interconnect Cable, 50cm	\$122.50
1	GLC-LH-SM=	GE SFP LC connector LX/LH transceiver	\$487.55
1	GLC-SX-SM=	GE SFP LC connector SX transceiver	\$245.00
WAN Routing		IP Phones and ATA Gateways	
Quantity	Part Number	Description	Extended Price
1	C2851-VSEC-SRST/K9	2851 VSEC Bundle w/PVDM2-48, FL-SRST-100, AdvIPServ, 128F/256D	\$4,701.55
1	ACS-2821-51-STAN	Cisco 2821/51 Standard Accessory Kit	\$0.00
1	FL-SRST-100	Feat Lic Survivable Remote Site Telephony Up To 100 Users	\$0.00
1	MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	\$0.00
1	MEM2800-64U128CF	64 to 128 MB CF Factory Upgrade for the Cisco 2800 Series	\$0.00
1	PVDM2-48	48-Channel Packet Voice/Fax DSP Module	\$0.00
1	PWR-2821-51-AC	Cisco 2821/51 AC power supply	\$0.00
1	ROUTER-SDM-CD	CD for SDM software	\$0.00
1	S28NAISK9-12415T	Cisco 2800 ADVANCED IP SERVICES	\$0.00
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	\$0.00
1	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	\$392.00
IP Phones and ATA Gateways		IP Phones and ATA Gateways	
Quantity	Part Number	Description	Extended Price
1	CP-7916=	7916 IP Phone Color Expansion Module	\$242.55
1	CP-PWR-CORD-NA=	7900 Series Transformer Power Cord, North America	\$4.90



Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
1	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	GLC-SX-SM=	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
1	GLC-SX-SM=	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button IP Phones						
14	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55	\$3,395.70
6-Button IP Phones						
2	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Color, spare	\$595.00	51.00%	\$291.55	\$593.10
1	CP-LCKNGWALLMNT2=	Universal Locking Wallmount Kit for 7900 Series IP Phones	\$31.00	51.00%	\$15.19	\$15.19
Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
1	CEX-LCSTMMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80
UPS						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	SU750RTXL2U	750VA/600W True On-Line UPS, plugs into standard 120v outlet	\$449.00	20.00%	\$359.20	\$359.20
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20
1	BP24V28-2U	Battery packs for extended runtime	\$512.00	20.00%	\$409.60	\$409.60
1	2-9JUSAND	Tower Stand - Expandable Tower Base Stand UPS Accessory	\$77.00	20.00%	\$61.60	\$61.60
2	2-POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20

		HARDWARE SUMMARY	\$8,419.14
SOLUTION SUMMARY			
		HARDWARE TOTAL	\$8,419.14
		SALES TAX (9.75%)	\$820.87
		ESTIMATED SHIPPING	\$0.00
		GRAND TOTAL	\$9,240.01

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PROPOSED SOLUTION

Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3660-Series, 10/100/1000, PoE Switch						
1	WS-C3660G-24PS-S	Catalyst 3660 24 10/100/1000T PoE + 4 SFP + 1PB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	WS-C3660G-48PS-S	Catalyst 3660 48 10/100/1000T PoE + 4 SFP + 1PB Image	\$9,495.00	51.00%	\$4,652.55	\$4,652.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	CAB-SFP-50CM=	Catalyst 3660 SFP Interconnect Cable, 50cm	\$250.00	51.00%	\$122.50	\$122.50
1	GLC-LH-SM=	GE SFP LC connector LX/LH transceiver	\$895.00	51.00%	\$487.55	\$487.55
1	GLC-SX-MM=	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
WAN Routing						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2800-Series Integrated Services Router						
1	C2851-VSEC-SRST/K9	2851 VSEC Bundle w/PVDM2-48, FL-SRST-100, AdvIPServ, 128F/256D	9,595.00	51.00%	\$4,701.55	\$4,701.55
1	ACS-2821-51-STAN	Cisco 2821/51 Standard Accessory Kit	0.00	51.00%	\$0.00	\$0.00
1	FL-SRST-100	Feat Lic Survivable Remote Site Telephony Up To 100 Users	0.00	51.00%	\$0.00	\$0.00
1	MEM2800-256D-INC	256MB DDR DRAM Memory factory default for the Cisco 2800	0.00	51.00%	\$0.00	\$0.00
1	MEM2800-64U128CF	64 to 128 MB CF Factory Upgrade for Cisco 2800 Series	0.00	51.00%	\$0.00	\$0.00
1	PVDM2-48	48-Channel Packet Voice/Fax DSP Module	0.00	51.00%	\$0.00	\$0.00
1	PWR-2821-51+AC	Cisco 2821/51 AC power supply	0.00	51.00%	\$0.00	\$0.00
1	ROUTER-SDM-CD	CD for SDM software	0.00	51.00%	\$0.00	\$0.00
1	CAB-AC	AC Power Cord (North America), C13, NEMA 5-15P, 2.1m	0.00	51.00%	\$0.00	\$0.00
1	S28NRAISK9-12422T	Cisco 2800 AISK9-AISK9 FEAT SET FACTORY UPG FOR BUNDLES	0.00	51.00%	\$0.00	\$0.00
1	VIC2-4FXO	Four-port Voice Interface Card - FXO (Universal)	800.00	51.00%	\$392.00	\$392.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Sdcard						



City of Culver City, Bid No.1410

Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer	City of Culver City
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Quote	06257ST-HT872
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Contact	David Leuck
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Phone	310-253-6000
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Address	9770 Culver Blvd., Culver City, CA 90232
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TRANSCORATION, Inc.

4343 Quince Blvd., Culver City, CA 90232

PROPOSED SOLUTION

Edge Switching						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
3560-Series, 10/100/1000, PoE Switch						
1	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00	\$0.00
1	GLC-SX-MM=	GE SFP LC connector SX transceiver	\$500.00	51.00%	\$245.00	\$245.00
IP Phones and ATA Gateways						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
2-Button IP Phones						
16	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Colbr. spare	\$495.00	51.00%	\$242.55	\$3,980.80
6-Button IP Phones						
2	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Colbr. spare	\$595.00	51.00%	\$291.55	\$583.10
Cables						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
Fiber Patch Cables						
1	CEX-LCSTMMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80	\$16.80
UPS						
Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	SU750RTLXL2U	750VA/600W True On-Line UPS, plugs into standard 120v outlet	\$449.00	20.00%	\$359.20	\$359.20
1	SNMPWEBCARD	SNMP/Network mgmt card for UPS	\$279.00	20.00%	\$223.20	\$223.20
1	BP24V28-2U	Battery packs for extended runtime	\$512.00	20.00%	\$409.60	\$409.60
1	2-9U STAND	Tower Stand - Expandable Tower Base Stand UPS Accessory	\$77.00	20.00%	\$61.60	\$61.60
2	2-POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60	\$123.20
HARDWARE SUMMARY						\$8,644.05



City of Culver City, Bid No.1410
Voice Over Internet Protocol Phone System

PROPOSED SOLUTION

SOLUTION SUMMARY

[illegible]



City of Culver City, Bid No.1410
Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer: City of Culver City
Quote: 06257ST-HT872
Contact: David Leuck
Phone: 310-253-6000
Address: 9770 Culver Blvd., Culver City, CA 90232

AT&T ACCOUNT TEAM:
Sales Name: Chris Manglapane
Contact Info: 213-446-2884
Joe Dykhuis 949-838-8253
Fax: 707-427-7505

DRILL YARD, Transfer Station
9255 Jefferson Blvd., Culver City, CA 90232

PROPOSED SOLUTION

		Edge Switching			
Quantity	Part Number	Description	List Price	Discount %	Discounted Price
3560-Series 10/100/1000, PoE Switch					
1	WS-C3560G-24PS-S	Catalyst 3560 24 10/100/1000T PoE + 4 SFP + IPB Image	\$5,595.00	51.00%	\$2,741.55
1	CAB-16AWG-AC	AC Power cord, 16AWG	\$0.00	51.00%	\$0.00
1	GLC-SX-MMF	GE SFP, LC connector SX transceiver	\$500.00	51.00%	\$245.00
IP Phones and ATA Gateways					
Quantity	Part Number	Description	List Price	Discount %	Discounted Price
2-Button IP Phones					
7	CP-7945G=	Cisco IP Phone 7945, Gig Ethernet, Color, spare	\$495.00	51.00%	\$242.55
6-Button IP Phones					
2	CP-7965G=	Cisco Unified IP Phone 7965, Gig Ethernet, Color, spare	\$595.00	51.00%	\$291.55
Cables					
Quantity	Part Number	Description	List Price	Discount %	Discounted Price
Fiber Patch Cables					
1	CEX-LCSTMMD-3M	SFP<->ST Multi Mode Fiber Patch Cord - 3-meter	\$21.00	20.00%	\$16.80
UPS					
Quantity	Part Number	Description	List Price	Discount %	Discounted Price
1	SU750RTL2U	750VA/600W True On-Line UPS, plugs into standard 120v outlet	\$449.00	20.00%	\$359.20
1	SNMPWEBCARD	SNMP/network mgmt card for UPS	\$279.00	20.00%	\$223.20
1	BP24V28-2U	Battery packs for extended runtime	\$512.00	20.00%	\$409.60
1	2-9USTAND	Tower Stand - Expandable Tower Base Stand UPS Accessory	\$77.00	20.00%	\$61.60
2	2POSTRMKITWM	2 post mounting hardware, optional only needed if 2 post mounting	\$77.00	20.00%	\$61.60
HARDWARE SUMMARY					\$6,461.10



City of Culver City, Bid No.1410

Voice Over Internet Protocol Phone System

Date: 6/30/2009

Customer City of Culver City
Quote 06257ST-HT1872
Contact David Leuck
Phone 310-253-6000
Address 9770 Culver Blvd., Culver City, CA 90232

AT&T ACCOUNT TEAM:
Sales Name
Chris Mangione
213-446-2884
Joe Dykhuis
949-838-8253
Fax
707-427-7505

MAINTENANCE, CITY-WIDE

Option #1

1-YEAR MAINTENANCE

Quantity	Part Number	Description	List Price	Discount %	Discounted Price	Extended Price
1	CON-SNTP-WS-C6509	24x7x4 Service Catalyst 6509	\$10,920.00	21.00%	\$8,626.80	\$8,626.80
1	CON-SNTP-AS2BUNK9	SMARTNET 24X7X4 ASA5520 w/300 VPN Pfs, 4GE+1FE, 3DES/AES	\$1,343.00	21.00%	\$1,060.97	\$1,060.97
1	CON-SNTP-NAC500F	SMARTNET 24X7X4 NAC Appliance 3310 Svr failover500users	\$5,565.00	21.00%	\$4,412.15	\$4,412.15
1	CON-SNTP-NACM3	SMARTNET 24X7X4 NAC Appliance 3310 Mgr max 3 servers	\$1,435.00	21.00%	\$1,133.65	\$1,133.65
1	CON-SNTP-CSA1113	SMARTNET 24X7X4 CiscoSecureACS 4.0SolutionEng1113Appliance	\$512.00	21.00%	\$404.48	\$404.48
1	CON-SNTP-MARS55K	SMARTNET 8X5XNBD CS-MARS-55-K9	\$5,400.00	21.00%	\$4,266.00	\$4,266.00
3	CON-SNTP-2514IPC1	SMARTNET 24X7X4 HW Only MCS 7825-14 Server	\$895.00	21.00%	\$707.84	\$2,123.52
1	CON-SNTP-7835UCB	SMARTNET 24X7X4 CUCxn 7.0 MCS-7835-I	\$1,792.00	21.00%	\$1,415.68	\$1,415.68
3	CON-ESW-70CMBU	ESSENTIAL SW 7.0 UCM 5 Seat ENH Bundle	810.00	21.00%	\$639.90	\$1,919.70
44,521	CON-ESW-DEVUWL	ESSENTIAL SW Analog, non-app device add-on for UWL	0.00	21.00%	\$0.00	\$0.00
68	CON-ESW-IPDEVUWL	ESSENTIAL SW Public Space non-app phone add-on for UWL	4.00	21.00%	\$3.16	\$214.88
121	CON-ESW-MSGURL	ESSENTIAL SW Additional Unity 5.x Users for CUWL	8.00	21.00%	\$6.32	\$764.72
109	CON-ESW-UWLET1	ESSENTIAL SW Services Mapping SKU	15.00	21.00%	\$11.85	\$1,291.65
455	CON-ESW-UWLS11	ESSENTIAL SW Svcs Mapping SKU Under 1k UWL STD users	21.00	21.00%	\$16.59	\$7,548.45
1	CON-ESW-R70SVRK9	ESSENTIAL SW Emergency Rspndr 7.0 SW + 2.X User Lic 100 Phones	\$839.00	21.00%	\$662.81	\$662.81
1	CON-ESW-YER7X100	ESSENTIAL SW cisco Emergency Rspndr 7.X User Lic 100 Phones	\$140.00	21.00%	\$110.60	\$110.60
1	CON-ESW-YER7X500	Cisco Emergency Responder 7.X User License 500 Phones	\$700.00	21.00%	\$553.00	\$553.00
1	CON-SNTP-2514IPC1	SMARTNET 24X7X4 HW Only MCS 7825-14 Server	\$896.00	21.00%	\$707.84	\$707.84

CONFIDENTIAL

AGREEMENT FOR PUBLIC-PRIVATE JOINT VENTURE

MERCED COUNTY
CONTRACT NO. _____

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and Pacific Bell dba SBC DataComm, (hereinafter referred to as "Contractor").

WHEREAS, the County desires to retain Contractor to perform the services in connection with the Fast Open Contracts Utilization Services (FOCUS), pursuant to Government Code Sections 25330-25338; and,

WHEREAS, the Contractor represents it has considerable knowledge and experience relating to the performance of such services; and,

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF WORK

1.1 FOCUS Program Overview

The purpose of this FOCUS Contract will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed telecommunications technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category. Further, this competitively bid program offers an alternative to existing non-competitively bid programs that may charge the buyer for administrative handling.

Merced County may use any qualified vendor in appropriate categories for its purchases during the term of contract operation.

Merced County may select multiple vendors in each category (if possible) for use by other governmental entities. This will allow agencies to pick and choose vendors that best suit their specific needs.

1.2 FOCUS Program Design for Contractor

First, the program design shall incorporate the principles as they apply to the following awarded telecommunications technology categories:

1. PBX Solutions
2. Voice Mail Solutions
3. Voice Over Internet Protocol Solutions
4. Battery Backup Systems
5. Call Center Solutions (with ACD)
6. Video Solutions
7. Transport Solutions (voice, video, data)
8. Telephone Sets
9. Integrated Voice Response
11. Wireless Solutions
13. Emergency Notification Solutions

15. Cable Solutions (CAT 5 or above with ETIA/TIA specifications)
17. Internet Solutions (flat rate/per user)
18. Data Hosting Services (flat rate by size)
19. Maintenance Services
20. Training Solutions
21. Engineering/Consulting Services

Second, FOCUS vendor partners are authorized to add new product lines when new technologies are introduced, and/or as needed to replace discontinued product lines. Merced County will be notified of such product changes (with pricing) as they occur.

Third, Merced County reserves the right to receive and process all orders at a future date.

FOURTH, VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.

1.3 Services

Contractor shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein.

- Exhibit A - County's Request for Joint Venture Proposal
- Exhibit B - Contractor's Responding Proposal
- Exhibit C - Contractor's Equipment and Service Agreement ("ESA") for FOCUS users.

Services shall include all activities of Contractor necessary to its performance of the work included in the scope herein described and shall perform all services as an independent contractor; not as an agent or employee of the County.

In the performance of Contractor's duties to perform such services, Contractor's services include, but are not limited to, the following:

1. Provide telecommunications products and services, using a competitively bid procurement tool, to public entities nationally.
2. Offer superior products and services, at competitively bid prices, to insure public entity telecommunications goals are being achieved.
3. Help agencies meet State of California small, certified business requirements.
4. Service FOCUS needs in specifically awarded telecommunications technology categories as listed in Section 1.2.

1.4 Contractor Commitments

1. Corporate level management support and resource commitment to the FOCUS.
2. Corporate level dedication to at least a California marketing program.
3. Corporate level commitment to their sales force in promoting the FOCUS and rewarding successes.
4. An aggressive marketing strategy.

5. Excellence in customer support and service.
6. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
7. A commitment to include Merced County in semi-annual FOCUS planning/strategy meetings.
8. A commitment to meet on FOCUS progress each quarter.
9. A product and service quality assurance program that meets or exceeds industry excellence standards.
10. The competitive pricing given to a state/local government agency for the array of products and/or services offered. NOTE: Pricing offered must reflect percentage of discount on products and services or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
11. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
12. An effort to develop an on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments.
13. An on-line and e-mail communications system to handle routine and/or emergency discussions and actions.
14. The customer help desk number is 877.463.2267 for technical and administrative issues.
15. Product, service, and installation excellence to any location that meets industry's highest standards.
16. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.

1.5 Mandatory Administrative Requirements

1. A system to immediately notify Merced County of all sales made under FOCUS.
2. Quarterly and annual sales accountability.
3. A product/service document, paper or electronic — to be produced at least 4 times per year. NOTE: Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased.
4. Price increase/price decline policies (Note: all price reduction changes must be published within 72 hours).
5. Administration, marketing, and management fees for Merced County.
6. Subcontractor list (See Contract Attachment 1).
7. Ordering, reporting, and reconciliation procedures (See Contract Attachment 2).

2. TERM

The term of this Agreement shall commence on the 26th day of April, 2005, and continue until the 25th day of April, 2007, unless sooner terminated in accordance with Sections, "TERMINATION FOR CAUSE" and/or "TERMINATION AT WILL" as set forth elsewhere in this Agreement. Through mutual agreement, the contract may be extended for additional terms.

3. ADMINISTRATION, MARKETING, AND MANAGEMENT FEES

Contractor agrees to pay Merced County administration, marketing, and management fees in accordance with Attachment 3 on a quarterly basis. Payment is to be made not later than 30 days following the end of the quarter (April 30, July 31, October 31, January 31). NOTE: The amount/percentage of compensation is CONFIDENTIAL PROPRIETARY INFORMATION and not releasable to the general public, except to the extent permitted by law.

4. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as public agency) located in the State of California or any other state shall have the option of participating in any award made as a result of this proposal at the same prices, F.O.B. destination, and terms and conditions of Exhibit C (and as amended from time to time). The public agency shall purchases in their own name, in accordance with the terms and conditions of Exhibit C, have deliveries made to their facilities, and be responsible for tax liability and payments directly to the Contractor. The public agency will hold harmless the County from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of this Contract.

Public Agencies may not qualify vendors for their contract offerings by using FOCUS Terms and Conditions.

5. PROGRAM UTILIZATION REQUIREMENTS

In order for a public agency to utilize FOCUS contracts, the public agency must first complete a joint powers agreement with Merced County. Agreements are accomplished by referencing vendor's specific FOCUS contract number on each public agency's purchase order, forwarding original to Contractor, and providing an information copy to the Merced County Department of Business-Economic Opportunities via U.S. Mail, facsimile, or e-mail. For ordering, reporting, and reconciliation procedures, see Contract Attachment 2.

6. NON-FOCUS VENDORS

Vendors not selected for a FOCUS contract may not use another firm's FOCUS contract to qualify for other political jurisdiction contracts or sales authority without the express written consent from the County of Merced.

7. REPORTS AND INFORMATION

Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to the Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

As a minimum, Contractor agrees to provide quarterly sales reports delineating state and regional sales activities and quarterly/annual reports specifying sales totals and the names of clients using the FOCUS program.

8. TERMINATION FOR CAUSE

If Contractor shall fail to comply with any of the Contractor's obligations under this Agreement or otherwise breach this Agreement, County may, in addition to any other remedies it may have, terminate for cause, this Agreement by giving ten (10) calendar days written notice to Contractor in the manner set forth under Section 27, "NOTICES". In the event of any proceedings by or against the Contractor, i.e., bankruptcy, insolvency, appointment of a receiver or trustee, or an assignment for the benefit of creditors, the County shall exercise its right of cancellation under this section.

9. TERMINATION AT WILL

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by either party at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination. Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder or deliverables or products ordered before the effective date of termination to the time specified in said notice. Such liability is limited to the time specified in said notice and for products and/or services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

10. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Contractor shall be entitled to receive compensation for any work completed and/or deliverables and products ordered and accepted prior to receipt of the notice of termination. Neither party, however, shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated at will or for cause. County may withhold any payments not yet made to Contractor for purpose of setoff until such time as the exact amount of damages due to County from Contractor is determined and established in writing, signed by both parties.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of the Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Prior to commencement of work, Contractor shall purchase and maintain the following types of insurance for minimum limits indicated during the term of this Agreement and provide a Certificate of Endorsement from Contractor's Insurance Carrier guaranteeing such coverage to the County. Such Certificate shall be mailed directly to the County department as referenced under Section 25, "NOTICES".

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees, and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or split limits of \$500,000 per person/\$1,000,000 per accident for bodily injury and \$250,000 per accident for property damage.

3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractor's wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide the County with 30 days prior written notice of cancellation. The County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

In lieu of the above, Contractor may provide a letter of self-insurance that meets or exceeds the insurance limits specified above.

13. INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless County, its officers, employees, agents and assigns from and against any and all claims, demands liability, judgments, awards, interest, attorney's fees, costs and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement. Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Contractor, unless the claim, demand liability, judgment, award, interest, attorney's fee, cost or expense is caused solely by the negligent or willful misconduct of the County, its officers, employees, agents or assigns. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder and shall reimburse and pay the County for any loss, cost, damage or expense (including the cost of it attorneys) suffered by it hereunder.

14. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform his professional work and functions. The sole interest and responsibility of the County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is mutually understood and agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premiums imposed or required by workers' compensation, unemployment insurance, social security, income tax, other statutes or codes applying to Contractor, or its subcontractors and employees, if any.

It is mutually agreed and understood that Contractor, its subcontractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, its subcontractors and their employees, used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage, or payment for their efforts.

15. RECORDS AND INSPECTIONS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

16. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under the Agreement.

Contractor shall, without additional compensation during the applicable warranty period, correct or revise any errors or deficiencies caused by Contractor immediately upon discovery in its reports, drawing, specifications, designs, and other related items or services in accordance with its standard warranty as stated in the attached Exhibit C.

17. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of the contract to the personal satisfaction, or those specifications included in a statement of work, of the County, and County shall determine compliance in good faith and as a reasonable person would under the circumstances.

18. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of the Agreement or any part thereof shall have any validity or bind any of the parties hereto.

19. COUNTY NOT OBLIGATED TO THIRD PARTIES

The County shall not be obligated or liable hereunder to any party other than Contractor.

20. COMPLIANCE WITH STATE LAWS AND REGULATIONS

The Contractor and the County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to the Contractor and County, their subgrantees, contractors, or subcontractor, and their work.

21. COUNTY'S RIGHTS NOT WAIVED BY PAYMENTS

In no event shall the making, by the County, of any payment to Contractor constitute, or be construed as, a waiver by the County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by the County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under the Agreement.

22. PRICING

If the FOCUS partnering contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same or similar goods or services under similar quantity and delivery conditions and terms and conditions of purchase to the State of California or any county, municipality or district of the state at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to Merced County and the FOCUS users up to and including date of shipment from Contractor's shipping point. Contractor agrees to meet with County at any time to review and consider whether any adjustments should be made to Contractor products and services pricing.

23. LEASING

The parties agree that FOCUS users have the option to enter into a lease to purchase ("LTOP") or an operational lease (with or without residual buy-out value at the conclusion of the lease term, including bundled service) for all products and services covered under this Agreement.

24. PROMOTIONAL PRICING

Products offered under Manufacturers' promotions will be sold at the promotional list price if the promotional price is less than the contracted discount price.

25. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

26. NOTICES

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class
- C. Certified Mail. When mailed by certified mail, return receipt requested. Notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 p.m. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messengers, or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County:
Director, Commerce, Aviation,
and Economic Development
Merced County
2507 Heritage Drive
Atwater, CA 95301

Contractor:
Susan Leonard
Integrated Solutions Executive II
SBC DataComm
6375 Clark Avenue
Dublin, CA 94568

Any party may change its address or fax numbers by giving the other party notice of the change in any manner permitted by this Agreement.

27. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant hereto and the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement, except by a court of law, shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provisions of this Agreement, any dispute concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

28. WAIVER

Waiver by either party of any default, breach, or condition precedent shall not be construed as a waiver of any other default, breach, or condition precedent, or any other right hereunder.

29. BREACH OF CONTRACT

Upon breach of the Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

30. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may invoke this remedy for breach clause. County will provide Contractor with at least 30 days prior written notice specifying the obligations required to be performed and describing the action the County intends to take to cure such performance should Contractor fail to do so including, but not limited to, the County itself performing, or causing the performance of, such agreement or obligation. In the event County must take action to cure the breach, Contractor will, on written demand, fully reimburse County for all such expenditures, subject to Section 13.

31. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of the Agreement shall be binding and in full force and effect and inure to the benefit of the successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

32. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement.

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence this Agreement, shall have any direct or indirect financial interest resulting from this Agreement or shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence or such fact to the County.

33. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS, AND FACILITIES

Contractor and any subcontractors shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable anti-discrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement.

34. CAPTIONS

The captions of each paragraph in the Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of the Agreement or in any way affect it.

35. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person, corporation, etc. without obtaining the prior written consent by County, except that Contractor reserves the right to assign this Agreement directly to its parent corporation with notice to County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

36. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor

from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

37. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

38. DISPUTES

In the event of any dispute arising out of or relating to this Agreement, the parties shall attempt, in good faith, to promptly resolve the dispute mutually between themselves. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either party's right to pursue remedy or relief by civil litigation, pursuant to the laws of the State of California.

39. LICENSES AND PERMITS

Contractor shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, County of Merced, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

COUNTY OF MERCED

By

Signature

JERALD R. O'BANION

Name

CHAIRMAN

Title

Date APR 26 2005

APPROVED AS TO FORM
RUBEN E. CASTILLO
COUNTY COUNSEL

By

SBC DATACOMM

By

Signature

JENNIFER L. JACKSON

Name

VICE PRESIDENT - SALES

Title

ATTACHMENT 1

SUBCONTRACTORS

3Com
Adtran
Akara
APC
Carrier Access Corp
cVideo
CGI
CheckPoint Software Technology
Cisco Systems
Clear One
Extreme Networks
Interactive Intelligence
Kentrox
Labor-Job Descriptions by hour
Leviton
Marconi
Mohawk
NORDX/CDT
Nortel
Netscreen
Paradyne
Polycom
ProTel
SBC PremierSERV
Sonic Wall
Superior Essex
Tandberg
Telco Systems
Terabeam
TriSignal
VTEL
Verilink
Visual Networks

SBC DataComm Equipment and Services Agreement

CustomerName:	
Customer Contact Name:	
Customer Address:	
Customer Phone:	

This **Equipment and Services Agreement** ("Agreement") between SBC DataComm (or "we"/"us") and Customer (or "you") governs our sale and your purchase of the Equipment and Services described in this Agreement and any Orders issued pursuant to this Agreement, as well as any additions to and replacements for, the Equipment and Services. This Agreement is effective after execution by both parties and remains in full force and effect for 5 years thereafter unless earlier terminated by either party in accordance with these terms.

DESCRIPTION OF EQUIPMENT/SERVICES (See also attached Exhibits as listed here and subsequent Orders):

EXHIBITS:

Installation Location(s): (Include physical address, City, County and State)

EQUIPMENT/SERVICES PRICE: \$ _____
 MAINTENANCE AGREEMENT: \$ _____
 INSTALLATION PRICE: \$ _____
 OTHER (DESCRIBE) \$ _____
 TOTAL PURCHASE PRICE \$ _____
 (BEFORE SHIPPING, HANDLING, TAXES*)
 TAX-EXEMPT? ☐ (N) ☐ (Y)

*Shipping, handling and all applicable sales/use taxes will be added to Total Purchase Price listed separately on the invoice.

☐ Maintenance Declined _____ Customer Initials: _____

1. Definitions

"Equipment" means the equipment and Licensed Software that SBC sells, licenses or leases, as applicable, to Customer or for which SBC provides Services as provided hereunder.

"Licensed Software" means the computer programs licensed by us, including any hardwired logic instructions, micro code and other computer instructions that are provided with the Equipment or separately.

"Order" means any purchase order issued by you for Equipment or Services that references this Agreement, is signed by your authorized representative, and is accepted by SBC DataComm.

"Premises" means your facility or location specified in an Order where the Equipment will be installed or Services performed.

"Services" mean the services and work scheduled to be provided by us that are described in the Statement of Work.

"Statement of Work" or "SOW" means the attached statement(s) of work and/or other ordering documents that describe materials and Services to be provided pursuant to this Agreement, entitled Statement of Work (SOW), Scope of Work (SCOW) or Pre-Installation Guide (PIG).

2. Scope

We will sell and you will procure the Equipment and Services specified in any Statement of Work or Bill of Materials attached to this Agreement or any Order issued under this Agreement.

3. Delivery and Installation by SBC DataComm

We will deliver the Equipment FOB shipping point, freight prepaid and charged. Title to the Equipment and all risk of loss to the Equipment shall pass to you at the time of delivery to the carrier for shipment. Upon delivery of any Licensed Software and subject to the provisions of this Agreement, we shall grant you a personal, nontransferable, non-exclusive license to use the software on or with the corresponding Equipment. We shall retain all right, title and interest in any Licensed Software and copies thereof. If any Equipment arrives at your destination in a damaged condition or should any shortage exist, you shall immediately notify both the carrier and us in writing. Shipping dates will be established by us as accurately as conditions will permit, but in no event will we be liable for or assume

SBC DataComm Equipment and Services Agreement

any obligation with respect to any delays or damage which may occur in delivery or shipment.

At the Premises, we will, when so requested by you, install Equipment in accordance with the Statement of Work agreed to by the parties, and referenced in an Order. We will maintain all work areas at the Premises in a neat and orderly condition.

4. Items to be Furnished by Customer

In connection with the installation of the Equipment at the Premises, you will furnish any conduit, holes, wireways, wiring, plans, equipment, space, temporary and permanent power and other utilities, and all other items and services reasonably required for the Equipment's installation/integration in accordance with the Statement of Work. We will rely on all information provided by you and will not be responsible or held liable for any damages or costs that result from errors or omissions in such information. You will provide a suitable and safe environment. We have not included in our charges any expense for dealing with or removing any potentially hazardous substances, such as asbestos. You are responsible for handling such materials, at its cost, and for any additional costs incurred by SBC DataComm. You also will obtain, at your expense, any necessary licenses, permits and consents (including landlord's or mortgagee's consents) in connection with the installation.

Notwithstanding any other part of this Agreement: (a) We shall have the right to suspend performance or to pursue any other remedies provided for under this Agreement where you delay or fail to comply with this provision; and (b) where any of the measures described above are unreasonably expensive, you may request that we suspend our performance until such time as an alternative remedy or course of performance is secured or agreed upon; provided, however, that we may terminate this Agreement or an Order where any such suspension lasts longer than thirty (30) days.

5. Invoicing and Payment Terms

Unless the deferred cash option is selected, invoices for all Equipment will be issued the date the Equipment is delivered to the carrier; invoices for Services will be issued monthly for all Services performed in the preceding month; invoices for maintenance Service contracts will be issued as of the date of such contract and for the entire amount of such contract. All Change Orders will be invoiced separately.

Customer will advise us of any billing discrepancies or disputes about an invoice within fifteen (15) business days after receiving the invoice or the amount of invoice shall be deemed due and payable.

Payment terms are net thirty (30) days from date of invoice. A late payment fee of one and one-half percent (1-1/2 %) per month (but in no event may any late fee exceed the maximum amount permitted under applicable law) shall be applied to any payment that is not received by us within thirty (30) days after the date of the invoice. You will pay our attorneys' fees and other costs incurred by us in the collection of any amount invoiced and not timely paid.

5A. SBC Capital Services (SBC-CS) Financing Option

☐ [Customer initials] Customer elects to finance the Total Purchase Price through SBC-CS. Customer hereby requests that SBC DataComm invoice SBC-CS and arrange for payment as described below:

We will invoice you in care of SBC-CS for 100% of the Total Purchase Price on the Cutover Date (as defined in paragraph 6 below) and the invoice shall be promptly paid after its delivery to SBC-CS, provided that all required lease documentation has been properly executed and received by SBC-CS, including the signed certificate of acceptance. If all lease documentation is not executed and received by SBC-CS as required in the previous sentence, you agree to and will pay the Total Purchase Price to us upon receipt of an invoice.

6. Cutover and Acceptance

Equipment ordered without installation shall be deemed accepted on the 10th business day after delivery to you or your agent. You may reject any portion of a shipment that does not conform to manufacturer's specifications within this period, but you must give us written notice of nonconformity specifying the reason for rejection. We shall cure such nonconformity promptly, in accordance with the warranty. Cutover occurs when the Equipment has been delivered and installed (if installation is included) and is ready for Customer use ("Cutover"). After Cutover, you shall have thirty (30) days after installation completion (as defined in the Order or SOW) to test the materials and deliver to us a signed certificate of acceptance or written notification clearly describing the Equipment's failure to meet identified specifications. If you do not deliver a certificate of acceptance or written notice of nonconformity within such time period, the Equipment shall be deemed accepted on the 10th business day after installation.

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This Agreement is for use by authorized employees of the Parties only and is not for general distribution within or outside their companies.

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7. Limited Warranty, Limitation of Liability and Limitation of Remedy

SBC DataComm warrants it has good title to the Equipment, free of any claims, liens, encumbrances or security interest of any other part, that the Equipment conforms to the manufacturer's published specifications, and is free from electrical or mechanical defects in materials and workmanship under normal installation, use and service. In addition, pursuant to paragraph 6 above, for THIRTY (30) days after delivery (or installation, if installation was included), we will promptly repair or replace (at our option and expense) any failure of the Equipment to conform to or perform according to the manufacturer's specifications or any electrical or mechanical defects in materials or workmanship with (at our option) new or used replacement parts. We will pass all manufacturers' warranties to you after delivery (or installation, if included). If we are unable to repair the Equipment to conform to the warranty after a commercially reasonable number of attempts, we will (at our option) either provide you with replacement Equipment or fully refund your payments. For major malfunctions, we will use our best efforts to have a technician working on the Equipment within: (a) Four (4) hours, after receiving your notice and we will complete repairs as soon as practicable; (b) for other malfunctions, we will use our best efforts to respond within twenty-four (24) hours during its regular business hours 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding holidays and weekends. These are your exclusive remedies for breach of warranty.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF, AND SBC DATACOMM DISCLAIMS, ALL OTHER EXPRESS OR IMPLIED WARRANTIES, OBLIGATIONS OR LIABILITIES (WHETHER WRITTEN, ORAL, STATUTORY, OR OTHERWISE), INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH HEREIN, THE EQUIPMENT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED. SBC DATACOMM DOES NOT WARRANT THAT THE EQUIPMENT WILL BE UNINTERRUPTED OR ERROR FREE IN ITS OPERATION OR PREVENT THIRD PARTY HACKING OR ACCESS TO CUSTOMER'S NETWORKS.

CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES AGAINST SBC DATACOMM, ITS AFFILIATES, AND THEIR DIRECTORS, OFFICERS AND EMPLOYEES FOR ANY LOSSES, COSTS OR DAMAGES CAUSED BY OR ARISING FROM ANY EQUIPMENT, SOFTWARE OR SERVICE PROVIDED BY SBC DATACOMM IN CONNECTION WITH THIS AGREEMENT, WHETHER IN CONTRACT OR IN TORT, SHALL BE CUSTOMER'S RIGHT TO RECEIVE REPAIR OR REPLACEMENT OF THE EQUIPMENT OR THE SERVICES. IN ANY EVENT, SBC DATACOMM'S LIABILITY TO THE CUSTOMER SHALL BE LIMITED TO THE MONEY PAID TO SBC DATACOMM BY THE CUSTOMER UNDER THE APPLICABLE STATEMENT OF WORK. SBC DATACOMM, ITS AFFILIATES, DIRECTORS, OFFICERS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOST PROFITS, TOLL FRAUD, LOSS OF USE, AND LOSS OF DATA, OR FAILURE TO REALIZE SAVINGS OR BENEFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF WORK UNDER THIS AGREEMENT OR THE USE OR OPERATION OF THE EQUIPMENT, SOFTWARE AND SERVICES PROVIDED OR SOLD OR LICENSED UNDER THIS AGREEMENT, OR FOR ANY DAMAGES DUE TO CAUSES BEYOND THE REASONABLE CONTROL OF SBC DATACOMM OR ATTRIBUTABLE TO ANY SERVICE, PRODUCTS, OR ACTIONS OF ANY PERSON OTHER THAN SBC DATACOMM, ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS REGARDLESS OF THE FORM OF ACTION.

You will be subrogated to any claims or rights we may have against the manufacturer of the Equipment for breach of any manufacturer warranties or representations and, upon your written request, we will take all reasonable actions to enforce on your behalf any such express or implied warranties or representations applicable to the Equipment.

It is a condition precedent to our obligations under this Limited Warranty that: (a) You are not in default of your obligations under this Agreement; and (b) the Equipment has not been damaged as a result of misuse, abuse, neglect, accident, improper environmental conditions, electrical voltages or currents, repair, alteration or maintenance by any person or party other than an authorized service facility, attachment of mechanical, electrical or electronic material or devices not supplied by

us, or any use violative of the use instructions furnished with the Equipment by us or by the manufacturer.

8. Indemnification

Notwithstanding the foregoing in Section 7, we shall:

(a) indemnify you against any claim or threat of claim brought by any third party alleging the Equipment infringes such party's patents, trademarks or copyrights (the "Intellectual Property"), providing that you: (i) shall have followed our reasonable instructions for use of the Intellectual Property associated with the Equipment; (ii) shall not have modified the Equipment; (iii) notify us promptly and in writing of any such claims; and (iv) cooperate with and permit us to control the defense, settlement or other handling of such claim or threatened claim. In the event the Equipment shall be found not to conform to the Intellectual Property warranty, your sole remedy against us shall be, at our option, to (i) defend you against such infringement claim; (ii) to substitute other functionally equivalent products for the infringing units or modify the infringing units so that they no longer infringe; or (iii) to accept return of the infringing units, providing you with credit for the remaining value of any returned units. **THIS PARAGRAPH STATES THE ENTIRE LIABILITY OF SBC DATACOMM WITH RESPECT TO THE INFRINGEMENT OF PATENTS, COPYRIGHTS AND TRADEMARKS BY THE EQUIPMENT PROVIDED UNDER THE AGREEMENT.**

(b) also indemnify you against any claim or suit by a third party for direct damages or relief on account of injury to or death of any person or damage to tangible personal or real property caused solely by our negligence or willful misconduct in the course of our performance under this Agreement.

9. Force Majeure

Neither party shall be liable to the other party for delays, failure in performance, loss or damage due to a cause beyond the parties reasonable control, such as fire; lightning, strike; embargo; explosion; power surge or failure; acts of god; war, labor disputes; civil disturbances; acts of civil or military authority; inability to secure materials, fuel, products or transportation facilities; acts or omissions of suppliers, or any other causes beyond its reasonable control. This clause shall not excuse the payment of money.

10. Arbitration

Customer and SBC agree that any dispute arising under this Agreement, shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitrator shall have no authority in excess of the authority of a court having jurisdiction over the matter. Additionally, the arbitrator shall not alter, revoke, or suspend any provision of this Agreement. The arbitration awards shall be binding and deemed enforceable in any court of competent jurisdiction.

11. Taxes

You will pay, and indemnify us against, all sales, use and other taxes (excluding income and franchise taxes), including any applicable customs and duties, imposed upon and paid by us by reason of the assembly, sale, delivery or installation of the Equipment and performance of Services.

12. Assignments and Subcontracts

Neither party to the Agreement shall assign it in whole or in part without the written consent of the other, which consent will not be unreasonably withheld, provided however, SBC DataComm may assign this Agreement to any present or future affiliate, subsidiary or parent corporation upon notice to, but without securing your consent and may grant to any such assignee the same rights and privileges SBC DataComm enjoys under this Agreement. In addition, we may subcontract any portion of the Services to be performed without your prior written approval.

13. Notices; Representatives of Parties

All notices pertaining to this Agreement will be given in writing and will be sufficient if delivered personally to the representatives of the parties designated in this Agreement, or sent by telefax, telegram, or express or regular mail, postage prepaid.

14. Confidentiality and Proprietary Information

SBC DataComm and Customer acknowledge that in the course of performing duties under this Agreement, each party may obtain proprietary information from the other party that is of a proprietary or confidential nature. Such proprietary information may include, but is not limited to trade secrets, new product information, technical data and know-how, instructional and operating manuals, financial

SBC DataComm Equipment and Services Agreement

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information, marketing and sales data and plans, and other documents. Proprietary information may be disclosed in writing, in other tangible form, orally or visually. When disclosed in writing or other tangible form, the proprietary information will be identified and labeled as confidential belonging to the disclosing party. When disclosed orally or visually, such proprietary information will first be identified as confidential at the time of the oral or visual disclosure, with subsequent confirmation in writing within fifteen (15) days after disclosure.

Neither party shall at any time during the Agreement and for a period of three (3) years after its expiration, publish, disclose or otherwise divulge any of the other party's proprietary information to any third party without the prior written consent of the other party. Neither party will use the other party's proprietary information except in the course of its duties under this Agreement. However, we may disclose your proprietary information to subcontractors, regulatory authorities, and others, as necessary to meet our obligations under this Agreement.

The proprietary information restrictions will not apply to information which (a) is already known to the receiving party, (b) is or becomes publicly known through no wrongful act of the receiving party, (c) is independently developed by the receiving party without benefit of the disclosing party's proprietary information, (d) is received from a third party without similar restriction and without breach of this Agreement, or (e) is disclosed by disclosing party to a third party without an obligation of confidentiality.

15. Storage of Equipment

We and/or our designated subcontractors may store a reasonable amount of Equipment, materials, tools and other items necessary for the performance of an Order on the Premises or in such other secure location(s) as you may designate, at no charge. You will take reasonable precautions to protect and maintain the integrity of any such items and will accept delivery of any such items delivered to your facilities when our personnel are not available to accept delivery and place or direct the placement of such items on the Premises or other secure location(s). In the event you accept delivery of any items under this Agreement, you will promptly notify us of the delivery and location of the items delivered.

16. Amendments; Termination

You will be charged for any additions, deletions or changes ("Change") in the Equipment/Services. If you desire a Change, you will notify us by written request, and we will provide you a revised Bill of Materials and/or Statement of Work reflecting the equipment, service and price changes shipping dates, Cutover dates and other terms. Any increase or decrease in the price occasioned by a Change will be added to/subtracted from the amount of your final invoice. Any Change involving the deletion of Equipment that was ordered from a manufacturer on your account, previously shipped, and/or delivered to you will result in a restocking charge to you of not less than twenty percent (20%) of the selling price. After the date of the complete execution of this Agreement, any changes to an Order or SOW requested by you will be processed as a "Change Order". If we do not receive the executed change documents within 15 days, no changes will be made to the original document. This Agreement may be amended or modified only by written instrument signed by an authorized representative of each party.

If you change the work schedule in a SOW or if compliance with such schedule becomes impractical, due to no fault of ours, we reserve the right to reevaluate and amend the pricing for Equipment and Services or to submit change notice for any additional costs incurred as a consequence of such changes.

Either party may terminate this Agreement in whole or in part by giving the other party at least thirty (30) days' prior written notice. Either Party may terminate an Order or Change Order by giving the other Party written notice prior to Cutover. In the event the Customer terminates an Order or Change Order prior to Cutover, the Customer shall be liable for all expenses incurred by SBC under that Order or Change. Upon termination, you agree to pay us all amounts due for Equipment and Services provided by us up to and including the effective date of termination, plus any nonrecoverable restocking fees or other costs incurred by us. Such payment will constitute a full and complete discharge of your payment obligations. Termination will also constitute a full and complete discharge of our obligations. Any Order in progress or requested prior to the termination of this Agreement will be completed and you agree to pay us for the Services performed and/or any Equipment delivered or installed under the Order.

17. Termination of Purchase Order; Suspension of Service

No Order may be terminated, suspended or canceled unless: a) the other party is in material breach of or default under such Order, and such breach or default continues for a period of thirty (30) days after the giving of written notice by the party not in breach or default; or b) any federal, state or local governmental agency or regulatory body or a court or tribunal of competent jurisdiction renders or enters

an order, ruling, regulation, directive, decree or judgment which restricts or prohibits either party from continuing, impairs either party's ability to continue, or makes impractical or unduly expensive either party's continuance under such Order or this Agreement.

In the event an Order is terminated as allowed by this section, you agree to pay us for any Equipment ordered and/or Services performed by it us to and including the effective date of termination, plus any costs or expenses (including restocking fees) incurred by us in our performance of the Order.

18. Miscellaneous Provisions

We are entitled to increased compensation and/or time for completion where we encounter concealed physical conditions which differ materially from those indicated in any documents provided under this Agreement or otherwise represented by you, or latent physical conditions which differ materially from those ordinarily found to exist and generally recognized as inherent in the installation and/or maintenance activities contemplated by this Agreement, where such conditions would materially interfere with, delay or increase cost of performance under this Agreement.

"SBC DataComm" as used herein refers to: SBC DataComm, Inc., a Delaware corporation; and to SBC DataComm, a d/b/a name registered to Southwestern Bell Telephone Company in Arkansas, Kansas, Missouri, Oklahoma, and Texas, and to Pacific Bell Telephone Company in California.

This Agreement shall be governed by the laws of the state where the Service, Materials, and/or Professional Services are to be delivered, and if delivery is to be in more than one state, then in accordance with the laws of the State of Texas, without regard to the governing state's rules on conflicts of law.

If any provision of this Agreement or any remedy provided in it is declared invalid under any applicable law, such provision shall be modified to the extent necessary to make it valid and enforceable. The remaining provisions of this Agreement shall continue in full force and effect.

Export of Equipment is subject to the Export Control Laws of the United States. You agree not to export the Equipment in violation of those laws.

Any obligation arising under this Agreement or any Order which by its nature continues beyond termination or expiration, such as Limitation of Warranties, Limitation of Liabilities and Limitation of Remedies, shall survive termination or expiration of this Agreement.

This Agreement, all Exhibits attached, and all Orders issued under this Agreement, represent the entire agreement between Customer and SBC DataComm concerning the Equipment and Services, and supersedes all prior negotiations, representations, and agreements, either written or oral, concerning the Equipment and Services. In the event of a conflict between the contract documents, this Agreement shall take precedence.

SO AGREED:

Customer

By: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

Date: _____

SBC DataComm

By: _____

Title: _____

Phone: _____

Fax: _____

Date: _____