

ITEM 4.9

CITY MANAGER'S REPORT JUNE 10, 2024 CITY COUNCIL REGULAR MEETING

ITEM: **RATIFY PURCHASE OF DATA CENTER INFRASTRUCTURE AND FIREWALLS, RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC., AND APPROVE BUDGET AMENDMENT FOR THE POLICE DEPARTMENT EVIDENCE BUILDING SERVERS, CIP GG 21-13**

RECOMMENDATION: **Adopt a Resolution Ratifying Purchase of Data Center Infrastructure and Firewalls, Ratify Service Contract with Solid Networks Inc., and Approve Related Budget Amendment for the Lathrop Police Department Evidence Building Servers, CIP GG 21-13**

SUMMARY:

On June 12, 2023, the Lathrop City Council approved the budget and awarded the contract for the construction of an evidence building for the Lathrop Police Department (LPD). The construction is nearing completion, with only the installation of crucial technological components remaining. These components include data center infrastructure, servers, firewalls, and switches, which are essential for the operational functionality and security of the building.

The procurement process for these technologies involved soliciting proposals from twelve vendors, with Solid Networks Inc. providing the lowest quotes for the necessary equipment. To prevent any project delays, the City Manager proactively approved the purchase orders and service contract with Solid Networks Inc. in April and May 2024 for the data center infrastructure, firewalls, and servers.

However, due to the purchase of various other technological components authorized under the City Manager's signing authority from other vendors for this project, the current budget has become insufficient to cover all necessary technological expenses. As a result, a budget amendment of \$770,000 is now being requested. Staff also seeks City Council's ratification of the purchases and service contract with Solid Networks Inc., totaling \$412,656, to ensure the facility operates efficiently and remains compliant with federal and state security policies.

BACKGROUND:

The construction of the new Lathrop Police Department (LPD) Evidence Building, approved by the City Council on June 12, 2023, is nearing completion, with only the installation of the necessary technological components remaining. These components are vital to the functionality and security of the new facility and include the data center infrastructure, servers, switches, and firewalls.

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Data Center Infrastructure: This facility will serve as the central storage and management hub for all servers, firewalls, switches, and networking equipment for the LPD Evidence Building. It includes physical racks equipped with cooling systems to house all critical equipment securely. An Uninterrupted Power Supply (UPS) system is integrated to ensure continuous power during outages, safeguarding data integrity and operational continuity.

Servers: As the backbone of the City’s information systems network, servers store data and manage security configurations essential for user operations. To comply with US Department of Justice (DOJ) regulations, the LPD must maintain its data on separate servers from the rest of the City’s network. This segregation is critical to ensure security and integrity for sensitive law enforcement data.

Video Recording Servers: These are specifically to support the surveillance system approved by the City Council for the LPD Evidence Building. These servers will store the video from the surveillance cameras installed throughout the LPD Evidence Building. Each surveillance system requires it’s own video recording server to support and retain the video recorded.

Firewalls: These devices are crucial for protecting the City’s network from unauthorized access and security threats. They function by creating a barrier between secure internal network and external networks meticulously monitoring and controlling incoming and outgoing traffic based on stringent security protocols.

The installation of these necessary technological components in the new LPD Evidence Building is critical to safeguarding the network. It ensures that the LPD Evidence Building operates efficiently and remains compliant with federal and state security standards, protects sensitive data and supports the City’s police department's operational needs.

Despite extensive outreach for proposals on this project, response rates from vendors have been low, as detailed in Tables 1 through 4 below. Only a limited number of vendors have engaged with this opportunity, reflecting the specialized nature of the required equipment.

Table 1 – Main Servers

1	Solid Networks	\$153,729.99
2	Staples Technology	\$313,682.91
3	Zayn Tek	Vendor Responded as Not Providing a Proposal
4	Smile BPI	Vendor Responded as Not Providing a Proposal

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Table 2 – Video Servers

1	Solid Networks	\$110,788.92
2	Gov Connection	Vendor Responded as Not Providing a Proposal
3	Smile BPI	Vendor Responded as Not Providing a Proposal
4	CDW-G	No Response

Table 3 – Data Center Infrastructure

1	Solid Networks	\$55,528.24
2	Gov Connection	\$88,482.58
3	Smile BPI	No Response
4	GHA	No Response

Table 4 - Firewall

1	Solid Networks	\$92,609.28
2	Gov Connection	\$134,963.16
3	Zayn Tek	No Response
4	Smile BPI	No Response

Vendor Selection and Costs:

Solid Networks Inc. provided the lowest priced quotes for all required technical equipment, amounting to a total of \$412,656.43. The City Manager proactively signed approval for the purchase orders and service contracts with Solid Networks Inc. for the data center infrastructure, firewalls, and servers in April and May 2024. This early action was taken due to the long lead times for this equipment, ensuring the project would not face unnecessary delays. At that time, staff did not present these purchases and service contracts to the City Council, as we were awaiting proposals for other technological equipment to accurately determine the total cost of all required technical components for this project. The expenses for all other technical components fall within the City Manager’s signing authority for various vendors.

Budget Considerations:

Due to a catastrophic earthquake in Taiwan, a major hub for technology manufacturing and distribution, there have been increases in lead times and costs for technological equipment. This has impacted the budget for the LPD Evidence Building’s technology needs. Other technological and basic operational equipment, such as computers and monitors for staff use, have been approved by the City Manager under his signing authority from various vendors pursuant to LMC 2.36.110. These expenses have accumulated to approximately \$770,000. Given that the current budget for CIP GG 21-13 does not sufficiently cover all the required technology for the LPD Evidence Building, staff is requesting a budget amendment to cover these technical expenses of \$770,000.

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REASON FOR RECOMMENDATION:

The requested technology infrastructure is crucial for the operational functionality and security of the new LPD Evidence Building. These components, including servers and firewalls, ensure efficient and reliable operations in compliance with Department of Justice (DOJ) regulations requiring the segregation of police data. They are specifically designed to secure sensitive law enforcement information and protect the network from cyber threats, thereby maintaining the integrity and confidentiality of criminal justice information.

Ratification of these purchases is essential due to the long lead times associated with acquiring this specialized equipment. These technologies have been selected for their competitive pricing and ability to meet stringent security standards, ensuring that the facility operates efficiently and adheres to federal and state security policies.

FISCAL IMPACT:

There is not sufficient funds in the CIP GG 21-13 to fund this expense, therefore staff is requesting a budget amendment of \$770,000 to cover these expenses.

Fiscal Year 23-24

Increase Transfer Out

2270-9900-990-9010 \$770,000

Increase Transfer In

3010-9900-393-0000 GG 21-13 \$770,000

Increase Appropriation

3010-8000-450-12-00 GG 21-13 \$770,000

Fiscal Year 24-25

Decrease Transfer Out

2270-9900-990-9010 \$770,000

Decrease Transfer In

3010-9900-393-0000 GG 21-13 \$770,000

Decrease Appropriation

3010-8000-420-12-00 GG 21-13 \$770,000

JUNE 10, 2024 CITY COUNCIL REGULAR MEETING

**RATIFY PURCHASE OF DATA CENTER INFRASTRUCTURE AND FIREWALLS,
RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC., AND APPROVE
BUDGET AMENDMENT FOR THE POLICE DEPARTMENT EVIDENCE BUILDING
SERVERS, CIP GG 21-13**

ATTACHMENTS:

- A. Resolution of the City Council of the City of Lathrop to Ratify Three Purchases and a Service Contract with Solid Networks Inc for the Lathrop Police Department Evidence Building Servers, Data Center Infrastructure and Firewall for CIP GG 21-13 and Related Budget Amendment
- B. Executed Purchase Order No. 2024-747 with Solid Networks Inc for the Hardware Only Purchase of the Evidence Building Servers
- C. Executed Purchase Order No. 2024-740 with Solid Networks Inc for the Hardware Only Purchase of the Evidence Building Firewall
- D. Executed Service Contract No. 2024-321 with Solid Networks Inc. to Provide Equipment and Deployment of Data Center Infrastructure for the Lathrop Police Department Evidence Building CIP GG 21-13
- E. Executed Purchase Order No. 2024-837 with Solid Networks Inc. for the Video Server for the Lathrop Police Department Evidence Building CIP GG 21-13

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BUDGET AMENDMENT FOR THE POLICE DEPARTMENT EVIDENCE BUILDING
SERVERS, CIP GG 21-13

APPROVALS:



Tony Fernandes
Information Systems Director

6-3-2024
Date



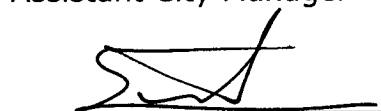
Cari James
Finance Director

6/3/2024
Date




Michael King
Assistant City Manager

6.4.2024
Date



Salvador Navarrete
City Attorney

6-3-2024
Date



Stephen J. Salvatore
City Manager

6.5.24
Date

RESOLUTION NO. 24 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LATHROP TO RATIFY PURCHASE OF DATA CENTER INFRASTRUCTURE AND FIREWALLS, RATIFY SERVICE CONTRACT WITH SOLID NETWORKS INC., AND APPROVE BUDGET AMENDMENT FOR THE POLICE DEPARTMENT EVIDENCE BUILDING SERVERS, CIP GG 21-13

WHEREAS, June 12, 2023, the Lathrop City Council approved the budget and awarded the contract for the construction of an evidence building for the Lathrop Police Department; and

WHEREAS, construction is nearing completion, with only the installation of crucial technological components remaining; and

WHEREAS, the procurement process for these technologies involved soliciting proposals from twelve vendors, with Solid Networks Inc. providing the lowest quotes for the necessary equipment; and

WHEREAS, to prevent delays in the project, the City Manager proactively approved the purchase orders and service contracts with Solid Networks Inc. in April and May 2024 for the data center infrastructure, firewalls, and servers for a sum of \$412,656; and

WHEREAS, due to the purchase of various other technological components authorized under the City Manager's signing authority from multiple vendors, the current budget has become insufficient to cover all technological expenses and a budget amendment of \$770,000 is being requested.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lathrop does hereby ratify the City Manager's approval of the purchases and service contract with Solid Networks Inc. for the data center infrastructure, servers, and firewalls for a sum of \$412,656 and related budget amendment detailed below.

Fiscal Year 23-24

<u>Increase Transfer Out</u>		
2270-9900-990-9010		\$770,000
<u>Increase Transfer In</u>		
3010-9900-393-0000	GG 21-13	\$770,000
<u>Increase Appropriation</u>		
3010-8000-450-12-00	GG 21-13	\$770,000

Fiscal Year 24-25

Decrease Transfer Out

2270-9900-990-9010 \$770,000

Decrease Transfer In

3010-9900-393-0000 GG 21-13 \$770,000

Decrease Appropriation

3010-8000-420-12-00 GG 21-13 \$770,000

The foregoing resolution was passed and adopted this 10th day of June 2024, by the following vote of the City Council, to wit:

AYES:

NOES:

ABSENT:

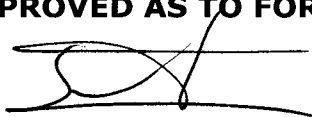
ABSTAIN:

Sonny Dhaliwal, Mayor

ATTEST:

Teresa Vargas, City Clerk

APPROVED AS TO FORM:



Salvador Navarrete, City Attorney



Bill To
 390 Towne Centre Dr
 Lathrop, CA 95330

Purchase Order

No. 2024-00000747

Date 4/5/2024

Resolution

The parties to this agreement are:

Vendor No. 1295

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
 Solid Networks, Inc
 P.O. Box 613
 OAKDALE, CA 95361

Ship To
 390 Towne Centre Dr
 Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
PAGE 1 of 3
ORIGINATOR Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.00	EACH	[REDACTED]	\$19,235.0000	\$19,235.00
2.00	EACH	[REDACTED]	\$18,177.0000	\$36,354.00
1.00	EACH	[REDACTED]	\$68,145.0000	\$68,145.00
160.00	EACH	[REDACTED]	\$139.0000	\$22,240.00
1.00	EACH	Tax	\$7,755.9900	\$7,755.99

\$153,729.99

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

DocuSigned by:

 Tony Fernandes 4/5/2024
 CITY OF LATHROP RECOMMENDED FOR APPROVAL DATE

DocuSigned by:

 Christina Robinson 4/5/2024
 CITY OF LATHROP VENDOR (Signature) APPROVED BY DATE

Stephen Salvatore FOR 4-13-24
 CITY OF LATHROP APPROVED BY DATE

Christina Robinson 4/5/2024
 VENDOR (Print Name) APPROVED BY DATE

Special Instructions

Evidence Building Servers [REDACTED]

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.

6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline for items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocate production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq. R. S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder.
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense:
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability-Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article which may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail.
22. **REVIEW OF RECORDS.** During the term of the purchase order agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



Solid Networks
Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

Technology
Simplified



We have prepared a quote for you

PD [REDACTED]

Quote [REDACTED]
Version v1

Prepared for:

City of Lathrop

Emily Malay
Emalay@cl.lathrop.ca.us



	Price	Qty	Est. Price
[Redacted]	\$11,664.00	1	\$11,664.00
[Redacted]	\$419.00	1	\$419.00
[Redacted]	\$858.00	1	\$858.00
[Redacted]	\$69.00	1	\$69.00
[Redacted]	\$137.00	1	\$137.00
[Redacted]	\$6,088.00	1	\$6,088.00
Subtotal			\$19,235.00

	Price	Qty	Est. Price
[Redacted]	\$15,556.00	2	\$31,112.00
[Redacted]		2	
[Redacted]		4	
[Redacted]		32	
[Redacted]		2	
[Redacted]		2	
[Redacted]		2	
[Redacted]		2	
[Redacted]		4	
[Redacted]		4	
[Redacted]		4	
[Redacted]		2	
[Redacted]		2	
[Redacted]		2	
[Redacted]		2	
[Redacted]		4	
[Redacted]		2	



		Price	Qty	Ext. Price
[Redacted]	[Redacted]		2	
	[Redacted]		2	
	[Redacted]	\$4,826.00	1	\$4,826.00
	[Redacted]	\$52.00	8	\$416.00
			Subtotal	\$36,354.00

		Price	Qty	Ext. Price
[Redacted]	[Redacted]	\$37,876.00	1	\$37,876.00
[Redacted]	[Redacted]		1	
	[Redacted]		2	
	[Redacted]		1	
	[Redacted]		4	
	[Redacted]		1	
	[Redacted]		1	
	[Redacted]		1	
	[Redacted]		1	
	[Redacted]		1	
	[Redacted]		153	
[Redacted]	[Redacted]	\$26,010.00	1	\$26,010.00
[Redacted]	[Redacted]	\$3,843.00	1	\$3,843.00
	[Redacted]		2	
	[Redacted]		1	
	[Redacted]		1	
	[Redacted]	\$52.00	8	\$416.00
			Subtotal	\$68,145.00

		Price	Qty	Ext. Price
[Redacted]	[Redacted]	\$139.00	160	\$22,240.00
			Subtotal	\$22,240.00



PD [Redacted]

Quote #: [Redacted]

Version: 1 Updated: 03/28/2024 Expiration Date: 04/30/2024

Prepared by:

Solid Networks

Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

Prepared for:

City of Lathrop

390 Towne Centre Drive
Lathrop, CA 95330
Emily Malay
(209) 941-7345
Emalay@ci.lathrop.ca.us

Ship To:

City of Lathrop

390 Towne Centre Drive
Lathrop, CA 95330
Emily Malay
(209) 941-7345
Emalay@ci.lathrop.ca.us

Quote Summary

	Amount
[Redacted]	\$19,235.00
[Redacted]	\$36,354.00
[Redacted]	\$68,145.00
[Redacted]	\$22,240.00
Subtotal:	\$146,974.00
Estimated Tax:	\$7,755.99
Total:	\$153,729.99

Due to the global pandemic, the supply chain for IT products has been severely constrained. Please note that vendors are not allowing for cancellations on orders, even when the delivery time is severely impacted. We appreciate your patience as we navigate these circumstances.

All work performed is bound by the terms and conditions set forth in our current Master Services Agreement. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Solid Networks

City of Lathrop

Signature: Mark Ricci

Name: Mark Ricci

Title: Account Manager

Date: _____

Signature: _____

Name: Emily Malay

Title: Accounts Payable

Date: _____



The Offsite Staging & Configuration Agreement ("Agreement") is entered into upon approval of the Solid Networks Quote between (Quote listed customer "Client") and Solid Networks (SNI).

Client wishes to purchase equipment from SNI which will be held, staged, or configured at a location other than the client premises.

The parties therefore enter into this agreement, on the following terms and conditions:

A. Provisions Related to Equipment Purchases.

1. Transfer of Title

All equipment purchased by client hereunder shall be deemed to have been delivered and title shall transfer to Client when received at the offsite location. The offsite location may be an office location of Client or a staging facility as indicated in the SHIP-TO location of the agreement.

2. Invoicing

Client may be invoiced for the equipment upon delivery to the offsite location.



Bill To
 390 Towne Centre Dr
 Lathrop, CA 95330

Purchase Order

No. 2024-00000740

Date 4/1/2024

Resolution

The parties to this agreement are:

Vendor No. 1295

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
 Solid Networks, Inc
 P.O. Box 613
 OAKDALE, CA 95361

Ship To
 390 Towne Centre Dr
 Lathrop, CA 95330

SHIP VIA
 FREIGHT TERMS
 PAGE 1 of 3
 ORIGINATOR Emily Malay

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE
2.00	EACH	[REDACTED]	\$14,729.0000	\$29,458.00
2.00	EACH	[REDACTED]	\$1,124.0000	\$2,248.00
2.00	EACH	[REDACTED]	\$14,585.0000	\$29,170.00
2.00	EACH	[REDACTED]	\$13,208.0000	\$26,416.00
50.00	EACH	[REDACTED]	\$9.0000	\$450.00
1.00	EACH	[REDACTED]	\$963.0000	\$963.00
1.00	EACH	[REDACTED]	\$1,130.0000	\$1,130.00
1.00	EACH	[REDACTED]	\$2,774.2800	\$2,774.28

\$92,609.28

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

DocuSigned by:
Tony Fernandes 4/4/2024
 CITY OF LATHROP RECOMMENDED FOR APPROVAL DATE

DocuSigned by:
Christina Robinson 4/4/2024
 VENDOR (Signature) APPROVED BY DATE

STEPHEN SALVATORE FOR 4-11-2024
 CITY OF LATHROP APPROVED BY DATE

Christina Robinson 4/4/2024
 VENDOR (Print Name) APPROVED BY DATE

Special Instructions
 Hardware Only - [REDACTED] Firewall

STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOICES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings.

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline on items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUITS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk, and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended.
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R. S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are no altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



Solid Networks
Mark Ricco
1 209.338.1424
Mark.Ricco@SolidNetworks.com

Technology
Simplified

We have prepared a quote for you

PD Evidence Building [REDACTED]

Quote [REDACTED]
Version v1

Prepared for:

City of Lathrop

Emily Malay
Emalay@cl.lathrop.ca.us



	Price	Qty	Ext Price
	\$14,729.00	2	\$29,458.00
	\$1,124.00	2	\$2,248.00
	\$14,585.00	2	\$29,170.00
	\$13,208.00	2	\$26,416.00
	\$9.00	50	\$450.00
	\$963.00	1	\$963.00
	\$1,130.00	1	\$1,130.00
Subtotal			\$89,835.00

Pricing valid through 12/31/2020



PD Evidence Building

Version: 1 Updated: 03/20/2024 Expiration Date: 04/30/2024

Prepared by:

Solid Networks

Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

Prepared for:

City of Lathrop

390 Towne Centre Drive
Lathrop, CA 95330
Emily Malay
(209) 941-7345
Emalay@ci.lathrop.ca.us

Ship To:

City of Lathrop

390 Towne Centre Drive
Lathrop, CA 95330
Emily Malay
(209) 941-7345
Emalay@ci.lathrop.ca.us

Quote Summary

	Amount
	\$89,835.00
Subtotal	\$89,835.00
Estimated Tax	\$2,774.28
Total	\$92,609.28

Due to the global pandemic, the supply chain for IT products has been severely constrained. Please note that vendors are not allowing for cancellations on orders, even when the delivery time is severely impacted. We appreciate your patience as we navigate these circumstances.

All work performed is bound by the terms and conditions set forth in our current Master Services Agreement. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Solid Networks

City of Lathrop

Signature:

Signature:

Name:

Mark Ricci

Name:

Emily Malay

Title:

Account Manager

Title:

Accounts Payable

Date:

Date:



The Offsite Staging & Configuration Agreement ("Agreement") is entered into upon approval of the Solid Networks Quote between (Quote listed customer "Client") and Solid Networks [SNI].

Client wishes to purchase equipment from SNI which will be held, staged, or configured at a location other than the client premises.

The parties therefore enter into this agreement, on the following terms and conditions:

A. Provisions Related to Equipment Purchases.

1. Transfer of Title

All equipment purchased by client hereunder shall be deemed to have been delivered and title shall transfer to Client when received at the offsite location. The offsite location may be an office location of Client or a staging facility as indicated in the SHIP-TO location of the agreement.

2. Invoicing

Client may be invoiced for the equipment upon delivery to the offsite location.

**SERVICE CONTRACT BETWEEN THE CITY OF LATHROP AND
SOLID NETWORKS, INC.**

**PROVIDE EQUIPMENT AND DEPLOYMENT OF DATA CENTER
INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13**

THIS SERVICE CONTRACT (hereinafter "Contract") is made on **May 16, 2024**, by and between the **City of Lathrop**, a municipal corporation of the State of California (hereinafter "City") and **Solid Networks, Inc.** (hereinafter "Contractor"), whose Taxpayer Identification Number is 62-1782197.

For and in consideration of the following covenants, terms and conditions, City and Contractor (the parties) agree:

SCOPE OF WORK

Contractor agrees to provide the equipment and deployment of data center infrastructure in accordance with the scope of work and fee proposal provided by the Contractor, attached hereto as Exhibit "A" and incorporated herein by reference. Contractor agrees to diligently perform these services in accordance with the upmost standards of its profession and to City's satisfaction.

CONTRACT PRICE

The City agrees to pay and the Contractor agrees to accept, in full payment for the work above agreed to be done based on time and materials basis not to exceed **\$55,528.24** set forth in Exhibit "A", for the equipment and deployment of data center infrastructure for the Lathrop Police Department Evidence Building.

TIME FOR PERFORMANCE

The Contractor shall commence work within five (5) working days of the Notice to Proceed, and diligently prosecute the work to completion until **December 31, 2024**.

PERMITS; COMPLIANCE WITH LAW

The Contractor shall, at its expense, obtain all necessary permits, licenses, easements, etc., for the construction of the project, give necessary notices, pay all fees required by law, and comply with all laws, ordinances, rules and regulations relating to the work and to the preservation of the public health and safety.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13**

INSPECTION BY CITY

The Contractor shall at all times maintain proper facilities and provide safe access for inspection by the City to all parts of the work, and to the shops wherein the work is in preparation. Where the Specifications require work to be specially tested or approved, it shall not be tested or covered up without timely, written approval by the City.

Should any such work be covered up without such notice, approval, or consent, it must, if required by City, be uncovered for examination at the Contractor's expense.

NOTICE

Any notice from one party to the other under the Contract shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manner.

- (a) If the notice is given to the City, by personal delivery thereof to the City's Director of Public Works, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the City's Director of Public Works, postage prepaid and certified;
- (b) If the notice is given to the Contractor, by personal delivery thereof to said Contractor or to its duly authorized representative at the site of the project, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to the Contractor at the address set forth in the Contractor's Bid postage prepaid and certified; or
- (c) If the notice is given to the surety or any other person, by personal delivery to such surety or other person, or by depositing the same in the United States mail, enclosed in a sealed envelope, addressed to such surety or other person, as the case may be, at the address of such surety or person last communicated by it to the party giving the notice, postage prepaid and certified.

ACCIDENT PREVENTION

Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and other hazards shall be guarded or eliminated in accordance with the safety provisions of the Construction Safety Orders issued by the Occupational Safety and Health Standards Board of the State of California.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13**

CONTRACTOR'S WARRANTY

The City shall not, in any way or manner, be answerable or suffer loss, damage, expense or liability for any loss or damage that may happen to said building, work, or equipment or any part thereof, or in, on, or about the same during its construction and before acceptance. Contractor unqualifiedly warrants all work and materials to be free of

defects whether performed or installed by it or by any subcontractor or supplier in the project which is the subject of this Contract.

APPRENTICES

- (a) The Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. In addition, Contractor shall obtain a certificate of apprenticeship before employing any apprentice pursuant to Sections 1777.5, 1777.6 and 1777.7 of the California Labor Code.
- (b) Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.
- (c) Knowing violations of Section 1777.5 will result in forfeiture not to exceed one hundred dollars (\$100) for each calendar day of non-compliance pursuant to Section 1777.7.

HOURS OF WORK

Eight (8) hours of work in any calendar day shall constitute a legal day's work. The Contractor and each subcontractor shall forfeit, as penalty to the City, twenty-five dollars (\$25) for each worker employed in the execution of work on the Project by the Contractor or any subcontractor under him for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any calendar week in violation of the provisions of the Labor Code, and in particular, Section 1810 to Section 1815, thereof, inclusive, except that work performed by employees of the Contractor and his subcontractors in excess of eight hours per day at not less than one and one half times the basic rate of pay, as provided in Labor Code section 1815.

SERVICE CONTRACT

SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT EVIDENCE BUILDING CIP GG 21-13

PAYROLL RECORDS

Pursuant to Labor Code section 1776, as amended from time to time, the Contractor and each subcontractor shall keep records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by him or her in connection with the work.

The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the Division. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

- (a) A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.
- (b) A certified copy of all payroll records shall be made available for inspection or furnished upon request, or as required by Labor Code section 1771.7 to the City, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations.
- (c) A certified copy of all payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that if request by the public shall be made through either the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, if as requested, payroll records have been provided pursuant to paragraph (b), the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, subcontractors and the entity through which the request was made. The public shall not be given access to such records at the principal office of the Contractor.

The Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) calendar days after receipt of a written request. Any copy of records made available for inspection as copies and furnished upon request to the public or the City, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement, shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Contractor or any subcontractor performing work on the Project shall not be marked or obliterated.

SERVICE CONTRACT

SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT EVIDENCE BUILDING CIP GG 21-13

The Contractor shall inform the City of the location of the payroll records, including the street address, city and county, and shall, within five (5) calendar days, provide a notice of a change of location and address.

In the event of noncompliance with the requirements of this section, the Contractor shall have ten (10) calendar days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this section. Should noncompliance still be evident after such ten (10) calendar day period, the Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.

Upon the request of the Division of Labor Standards Enforcement, such penalties shall be withheld from payments due Contractor.

PREVAILING WAGES

- (a) The Contractor is aware of the requirements of California Labor Code Sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, section 16000 *et seq.* ("Prevailing Wage Laws") which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Contract involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at <http://www.dir.ca.gov/dlsr/PWD/index.htm>. In the alternative, the City shall provide Contractor with a copy of the prevailing rates of per diem wages applicable to the work to be performed by subcontractors. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site.

Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

SERVICE CONTRACT

SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT EVIDENCE BUILDING CIP GG 21-13

- (b) The Contractor and each subcontractor shall forfeit as a penalty to the City not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

INSURANCE

On or before beginning any of the services or work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of the Agreement, and provide proof thereof that is acceptable to the CITY the insurance specified in subsections (a) through (c) below with insurers and under forms of insurance satisfactory in all respects to the CITY.

CONTRACTOR shall not allow any subcontractor to commence work on any subcontract until all insurance required of the CONTRACTOR has also been obtained for the subcontractor. Verification of this insurance shall be submitted and made part of this Agreement prior to execution.

- (a) Workers' Compensation. CONTRACTOR shall, at CONTRACTOR'S sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by CONTRACTOR. Said Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than one million dollars (\$1,000,000). In the alternative, CONTRACTOR may rely on a self-insurance program to meet these requirements provided that the program of self-insurance complies fully with the provisions of the California Labor Code. The insurer, if insurance is provided, or the CONTRACTOR, if a program of self-insurance is provided, shall waive all rights of subrogation against the CITY for loss arising from work performed under this Agreement.
- (b) Commercial General and Automobile Liability Insurance. CONTRACTOR, at CONTRACTOR'S own cost and expense, shall maintain commercial general and automobile liability insurance for the period covered by this Agreement in an amount not less than one million dollars per occurrence (\$1,000,000), combined single limit coverage for risks associated with the work contemplated by this Agreement. If Commercial General Liability Insurance or an

SERVICE CONTRACT

SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT EVIDENCE BUILDING CIP GG 21-13

Automobile Liability form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned automobiles.

Coverage shall be at least as broad as Insurance Services Office Commercial General Liability occurrence form CG 0001 (ed. 11/88) and Insurance Services Office Automobile Liability form CA 0001 (ed. 12/90) Code 1 (any auto).

Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

- (i) CITY, its officers, employees, and volunteers are to be covered as insured with respect to each of the following: liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR; premises owned, occupied or used by CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to CITY, its officers, employees, agents, or volunteers.
- (ii) The insurance shall cover on an occurrence or an accident basis, and not on a claim made basis.
- (iii) An endorsement must state that coverage is primary insurance and that no other insurance affected by the CITY will be called upon to contribute to a loss under the coverage.
- (iv) Any failure of CONTRACTOR to comply with reporting provisions of the policy shall not affect coverage provided to CITY and its officers, employees, agents, and volunteers.
- (v) Insurance is to be placed with California-admitted insurers with a Best's rating of no less than A: VII.
- (vi) Notice of cancellation or non-renewal must be received by CITY at least thirty days prior to such change.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13**

- (c) Deductibles and Self-Insured Retentions. CONTRACTOR shall disclose the self-insured retentions and deductibles before beginning any of the services or work called for by any term of this Agreement. During the period covered by this Agreement, upon express written authorization of CITY Manager, CONTRACTOR may increase such deductibles or self-insured retentions with respect to CITY, its officers, employees, agents, and volunteers. The CITY Manager may condition approval of an increase in deductible or self-insured retention levels upon a requirement that CONTRACTOR procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses that is satisfactory in all respects to each of them.
- (d) Notice of Reduction in Coverage. In the event that any coverage required under subsections (a), (b), or (c) of this section of the Agreement is reduced, limited, or materially affected in any other manner, CONTRACTOR shall provide written notice to CITY at CONTRACTOR'S earliest possible opportunity and in no case later than five days after CONTRACTOR is notified of the change in coverage.
- (e) In addition to any other remedies CITY may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, CITY may, at its sole option:
 - (i) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - (ii) Order CONTRACTOR to stop work under this Agreement or withhold any payment which becomes due to CONTRACTOR hereunder, or both stop work and withhold any payment, until CONTRACTOR demonstrates compliance with the requirements hereof;
 - (iii) Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies CITY may have and is not the exclusive remedy for CONTRACTOR'S breach.

SERVICE CONTRACT

SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT EVIDENCE BUILDING CIP GG 21-13

INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold City, its City Council members, officers, employees, engineer, and consultants harmless from and against any and all claims, demands, liabilities, losses, damages, costs, expenses, liens, penalties, suits, or judgments, arising in whole or in part, directly or indirectly, at any time from any injury to or death of persons or damage to property as a result of the willful or negligent act or omission of Contractor, or which results from Contractor's noncompliance with any Law respecting the condition, use, occupation or safety of the Project site, or any part thereof, or which arises from Contractor's failure to do anything required under this Contract or for doing anything which Contractor is required not to do under this Contract, or which arises from conduct for which any Law imposes strict liability on Contractor in the performance of or failure to perform the terms and conditions of this Contract, except as may arise from the sole willful or negligent act or omission of City or any of its City Council members, officers, employees.

This indemnification shall extend to any and all claims, demands, or liens made or filed by reason of any construction, renovation, or remodeling work performed by Contractor under this Contract at any time during the term of this Contract, or arising thereafter.

SEVERABILITY

Nothing contained in the Contract shall be construed so as to require the commission of any act contrary to law. Should a conflict arise between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no legal right to contract or act, the latter shall prevail and the provision of this Contract which is affected shall be curtailed and limited but only to the extent necessary to bring it within the requirements of the law. If such curtailment or limitation is not possible, the affected provision shall be of no force and effect. Except as aforesaid, such illegality shall not affect the validity of this Contract.

COMPLETE AGREEMENT

This Contract supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Contract acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Contract shall be valid and binding.

**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13**

INTERPRETATION

- (a) The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Contract with legal counsel, and/or has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Contract.
- (b) In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

APPLICABLE LAW


- (a) The parties hereto understand and agree that the terms of this Contract, and its Exhibits, have been negotiated and executed within the State of California and shall be governed by and construed under the laws of the State of California.
- (b) In the event of a dispute concerning the terms of this Contract, the parties hereto expressly agree that the venue for any legal action shall be with the appropriate court in the County of San Joaquin, State of California.

SIGNATURES

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the CONSULTANT and the CITY. This agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

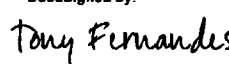
**SERVICE CONTRACT
SOLID NETWORKS, INC. TO PROVIDE EQUIPMENT AND DEPLOYMENT OF
DATA CENTER INFRASTRUCTURE FOR THE LATHROP POLICE DEPARTMENT
EVIDENCE BUILDING CIP GG 21-13**

Approved as to Form: City of Lathrop
City Attorney



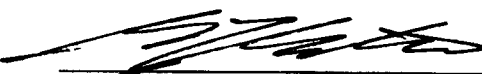
Salvador Navarrete Date 5.7.2024

Recommended for Approval: City of Lathrop

DocuSigned by:


Tony Fernandes Date 5/5/2024
Director of Information Services

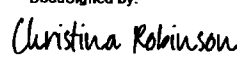
Approved by: City of Lathrop



Stephen J. Salvatore Date 5.16.24
City Manager

Contractor: Solid Networks, Inc.
5686 Pirrone Road
Salida, CA 95368

Fed ID # 62-1782197
Business License # 20058

DocuSigned by:


Christina Robinson Date 4/29/2024
Signature Procurement
Christina Robinson

Print Name and Title



Solid Networks
Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

Technology
Simplified



We have prepared a quote for you

Lathrop PD Evidence Datacenter Infrastructure

Quote [REDACTED]
Version v1

Prepared for:

City of Lathrop

Emily Malay
Emalay@ci.lathrop.ca.us



Hardware		Price	Qty	Ext. Price
[REDACTED]	[REDACTED]	\$22,735.00	1	\$22,735.00
[REDACTED]	[REDACTED]	\$413.00	2	\$826.00
[REDACTED]	[REDACTED]	\$4,574.00	1	\$4,574.00
[REDACTED]	[REDACTED]	\$816.00	1	\$816.00
[REDACTED]	[REDACTED]	\$2,614.00	2	\$5,228.00
[REDACTED]	[REDACTED]	\$132.00	2	\$264.00
[REDACTED]	[REDACTED]	\$257.00	1	\$257.00
[REDACTED]	[REDACTED]	\$611.00	1	\$611.00
[REDACTED]	[REDACTED]	\$296.00	4	\$1,184.00
[REDACTED]	[REDACTED]	\$37.00	2	\$74.00
[REDACTED]	[REDACTED]	\$2,762.00	2	\$5,524.00
[REDACTED]	[REDACTED]	\$217.00	2	\$434.00
[REDACTED]	[REDACTED]	\$95.00	2	\$190.00
[REDACTED]	[REDACTED]	\$1,854.00	1	\$1,854.00
[REDACTED]	[REDACTED]	\$167.00	2	\$334.00
[REDACTED]	[REDACTED]	\$165.00	2	\$330.00
[REDACTED]	[REDACTED]	\$692.00	3	\$2,076.00
[REDACTED]	[REDACTED]	\$106.00	4	\$424.00
			Subtotal	\$47,735.00

Services		Price	Qty	Ext. Price
SNI-PS	Professional Engineering Services - Lathrop PD Evidence Building Infrastructure Deployment Services	\$3,850.00	1	\$3,850.00
			Subtotal	\$3,850.00



Lathrop PD Evidence Datacenter Infrastructure

Quote #: [REDACTED]

Version: 1 Updated: 04/11/2024 Expiration Date: 05/11/2024

Prepared by:**Solid Networks**

Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

Prepared for:**City of Lathrop**

390 Towne Centre Drive
Lathrop, CA 95330
Emily Malay
(209) 941-7345
Emalay@ci.lathrop.ca.us

Ship To:**City of Lathrop**

390 Towne Centre Drive
Lathrop, CA 95330
Emily Malay
(209) 941-7345
Emalay@ci.lathrop.ca.us

Quote Summary

Description	Amount
Hardware	\$47,735.00
Services	\$3,850.00
Subtotal:	\$51,585.00
Estimated Tax:	\$3,943.24
Total:	\$55,528.24

Due to the global pandemic, the supply chain for IT products has been severely constrained. Please note that vendors are not allowing for cancellations on orders, even when the delivery time is severely impacted. We appreciate your patience as we navigate these circumstances.

All work performed is bound by the terms and conditions set forth in our current Master Services Agreement. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Solid Networks**City of Lathrop**

Signature: _____

Signature: _____

Name: Mark RicciName: Emily MalayTitle: Account ManagerTitle: Accounts Payable

Date: _____

Date: _____



OFFSITE STAGING & CONFIGURATION AGREEMENT FOR QUOTE#

The Offsite Staging & Configuration Agreement ("Agreement") is entered into upon approval of the Solid Networks Quote between (Quote listed customer "Client") and Solid Networks [SNI].

Client wishes to purchase equipment from SNI which will be held, staged, or configured at a location other than the client premises.

The parties therefore enter into this agreement, on the following terms and conditions:

A. Provisions Related to Equipment Purchases.

1. Transfer of Title

All equipment purchased by client hereunder shall be deemed to have been delivered and title shall transfer to Client when received at the offsite location. The offsite location may be an office location of Client or a staging facility as indicated in the SHIP-TO location of the agreement.

2. Invoicing

Client may be invoiced for the equipment upon delivery to the offsite location.



Bill To
390 Towne Centre Dr
Lathrop, CA 95330

Purchase Order

No. 2024-00000837

Date 5/15/2024

Resolution

The parties to this agreement are:

Vendor No. 1295

PURCHASE ORDER NUMBER MUST APPEAR ON ALL INVOICES, SHIPPERS, BILL OF LADING AND CORRESPONDENCE

DELIVER BY

Vendor
Solid Networks, Inc
P.O. Box 613
OAKDALE, CA 95361

Ship To
390 Towne Centre Dr
Lathrop, CA 95330

SHIP VIA
FREIGHT TERMS
PAGE 1 of 3
ORIGINATOR Emily Malay

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
2.00	EACH	[REDACTED]	\$29,071.0000	\$58,142.00
2.00	EACH	[REDACTED]	\$1,829.0000	\$3,658.00
2.00	EACH	[REDACTED]	\$545.0000	\$1,090.00
2.00	EACH	[REDACTED]	\$5,190.0000	\$10,380.00
2.00	EACH	[REDACTED]	\$12,304.0000	\$24,608.00
2.00	EACH	[REDACTED]	\$2,675.0000	\$5,350.00
1.00	EACH	Tax	\$7,560.9200	\$7,560.92

The contractor agrees to furnish all labor, equipment and materials necessary to perform the services describe herein and agrees to comply with the terms and conditions identified below which are made a part hereof by this reference (Outline exact detail what is to be done, where is to be done and include work specifications, if applicable.)

\$110,788.92

DocuSigned by:
Tony Fernandes 5/16/2024
CITY OF LATHROP
RECOMMENDED FOR APPROVAL DATE

DocuSigned by:
Christina Robinson 5/16/2024
VENDOR (Signature)
APPROVED BY DATE

[Signature] 5.23.24
CITY OF LATHROP
APPROVED BY DATE

Christina Robinson 5/16/2024
VENDOR (Print Name)
APPROVED BY DATE

Special Instructions

Video Server for the Lathrop Police Department Evidence Building CIP GG 21-13

Page 2 of 3
STANDARD PURCHASE ORDER
TERMS AND CONDITIONS

1. **ACCEPTANCE.** Acceptance of this Purchase Order, whether by written acknowledgement or by performance by Seller, shall be upon the terms and conditions hereof; no other terms or conditions shall be binding on Buyer unless written approval thereof specifically referring to such other terms and conditions shall have been given to Seller.
2. **INVOKES.** Separate invoice shall be supplied for each Purchase Order shipment. Each invoice shall be itemized and shall show Contract Number, terms, discounts, date of shipment or service dates, and Purchase Order Number. Failure to show said items may result in delay of payment with all rights reserved, including cash discounts. The Vendor name on this Purchase Order resulted from a quotation signed in the same name. Payment will not be made to a firm name other than that shown on the face hereof without written assignment.
3. **PAYMENT TERMS.** Seller shall receive payment either by One-Time payment (Lump Sum), Monthly or Quarterly ITEMIZED INVOICE. All payments are in arrears.
4. **ORDER CHANGES.** The Buyer shall have the right from time to time by written notices to make changes in quantities and/or delivery dates of any article, material, or services covered by this Purchase Order prior to the time the item or items are actually placed into final production by the Seller. If such changes are made after the article, material, or services are placed into final production by the Seller and such changes cause a substantial increase or decrease in Seller's performance will be made and this order will be modified in writing accordingly, provided that any claim for adjustment must be asserted by the Seller within a reasonable time (in no case to exceed twenty days) after the change is ordered.
5. **SHIPPING.** Seller will indicate plainly the Purchase Order Number on all bills of lading, all goods shipped pursuant to said order, and on all invoices, freight bills, and packages. Each package must contain a memorandum showing Seller's name, contents of package, and Purchase Order Number.

Shipments of goods specified on this Purchase Order number should result in lowest possible freight rate unless otherwise specified by Buyer. Penalties or increased charges due to failure to observe this provision will be charged to Seller.

Shipping costs for goods on back order shall be paid only at the rate which would have been applicable had the complete order been shipped at one time. All excess costs shall be borne by Seller. Partial shipments must be identified as such on shipping memoranda and invoices.

When shipping, Seller will make no declaration of value to carried, except where shipment is subject to released value ratings

Any materials supplied to City which are covered by the OSHA Hazard Communication Standard must be accompanied by the applicable Material Safety Data Sheet (MSDS) at the time of delivery.
6. **DELIVERY.** Unless otherwise expressly provided, Seller shall deliver all articles to Buyer's premises, free of all freight, handling, transportation, drayage, boxing and similar charges. All times in this contract are of the essence.
7. **TERMINATION.** Buyer may terminate all or part of this contract, with or without cause. If buyer terminates without cause, then Buyer shall pay all reasonable termination charges incurred by Seller.
8. **DECLINE IN PRICES.** Buyer shall be protected in the event of declining prices on the undelivered portion of this Purchase Order. If prices decline got items ordered, Seller may elect to meet priced reductions or other vendors, or its own lower prices to other purchasers, but if Seller should refuse to do so, Buyer shall have the right to cancel any or all of the balance due on this Purchase Order without cost to Buyer.
9. **FORCE MAJEURE.** Neither Seller nor Buyer shall be liable for nonperformance due to causes beyond reasonable control. Where only a part of Seller's capacity to perform is excused under this paragraph, Seller must allocated production and deliveries among the various customers then under contract for similar goods during the period. The allocation must be made in a fair and equitable manner. Where either Seller or Buyer claims an excuse for nonperformance under this paragraph, it must give notice in writing to the other party. Seller shall not be obligated to sell, nor Buyer obligated to purchase, at a later date, that portion of the goods that Seller is unable to deliver or Buyer is unable to receive or use due to any excused cause. No goods are to be tendered by Seller after the expiration of the terms specified in this Purchase Order without consent of Buyer.
10. **WARRANTY.** Seller warrants that all articles and services covered by this Purchase Order will conform to drawings, specifications, or samples and will be merchantable and of good material, design and workmanship, free from all defects, and suitable for the use intended. All articles will be subject to Buyer's inspection and rejection at the place of delivery. Defective articles may be returned to the Seller for full credit or replacement at the Seller's risk and expense, including transportation charges both ways, but no defective articles shall be replaced without formal replacement order signed by the Buyer.
11. **ASSIGNMENT.** Neither party shall assign or transfer this Purchase Order without the written consent of the other.
12. **INDEMNITY.** SELLER WARRANTS THAT GOODS FURNISHED UNDER THIS PURCHASE ORDER DO NOT INFRINGE ANY PATENT, TRADEMARK, OR TRADE NAME, OR COPYRIGHT AND AGREES TO INDEMNIFY AND SAVE HARMLESS BUYER OR ITS VENDEES FROM ANY AND ALL CLAIMS, SUTTS, LIABILITIES, DAMAGES, LOSSES, OR EXPENSES INCURRED BY BUYER OR ITS VENDEES BY REASON OF ANY ALLEGED INFRINGEMENT OF ANY SUCH RIGHTS.

SELLER SHALL INDEMNIFY AND HOLD HARMLESS BUYER AND ITS AGENTS AND EMPLOYEES FROM AN AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OF THE WORK CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF SELLER, ANY SUBCONTRACTOR, OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE. IN CASE OF CONCURRING FAULT, EACH PARTY SHALL BEAR ITS SHARE OF THE LOSS.

13. **BUYER'S PROPERTY.** Any property of Buyer in Seller's active or constructive possession or custody hereunder will be at Seller's risk and Seller agrees to reimburse Buyer for any loss or damage to such property however caused.
14. **COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS.** By acceptance hereof, Seller Warrants:
 - (a) that all goods, merchandise, and materials delivered and services rendered hereunder will have been produced and provided in compliance with all requirements of the Fair Labor Standards Act of 1938, as amended, and
 - (b) that all goods, materials, and equipment delivered hereunder shall comply with the applicable federal standards prescribed by the Occupational Safety and Health Act of 1970, or as amended
 - (c) that Seller will comply with all applicable laws, rules and regulations of federal, state and local governments and agencies, thereof, including but not limited to Executive Orders 11246, 11701, and section 503 of Public Law 93-112, The Rehabilitation Act of 1973, the provisions of The Americans and Disabilities Act, Transient Employer Law (285.230 R.S. Mo. et seq.) and Excessive Unemployment Law (Section 290.550 et seq. R.S. Mo.) which are hereby incorporated by reference, unless this Purchase Order is exempt pursuant to said Executive Orders, or Acts and the regulations issued thereunder
15. **WORKER'S COMPENSATION, EMPLOYER'S LIABILITY, AND GENERAL LIABILITY.** When work is performed on Buyer's premises, Seller agrees to carry at Seller's own expense.
 - (a) Worker's Compensation and Employer's Liability Insurance.
 - (b) General liability (including Contractual Liability and Products Liability/Completed Operations) Insurance and Auto Liability insurance each in amounts no less than \$1,000,000 per occurrence. Insurance certificates of such coverage shall be submitted to City Utilities' Risk Management upon request of Buyer.
16. **INSOLVENCY.** If Seller shall become insolvent, file a petition in bankruptcy, or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of or for any of Seller's property or business, the Purchase Order may be cancelled at Buyer's option without liability.
17. **TAXES.** Seller agrees to cooperate with Buyer in opposing the imposition of any tax on any article covered by this Purchase Order, the legality of which is questioned by Buyer, and in securing any abatement or any refund thereof sought by Buyer.
18. **FOREIGN SHIPMENTS.** Foreign shipments must be preceded by execution of formal Consular Invoice. At time of shipment, Ocean Bills of Lading, Consular Invoice, and Commercial Invoices, in triplicate, shall be forwarded directly to the Purchasing Agent issuing this Purchase Order.
19. **VENUE.** This Purchase Order shall be governed by the law of the State of California.
20. **BRANDING.** Seller warrants that all materials covered by this Purchase Order are not altered or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act; not an article with may not, under provisions of Section 404 or 505 of said act, be introduced into interstate commerce, and not adulterated or misbranded within the meaning of the pure food and drug laws or the ordinances of any state or city which are applicable to such shipment or delivery, and Seller hereby agrees to indemnify and save the Buyer harmless from and against all claims, charges, action and proceedings brought against Buyer by any lawful government authority or by any person on account of any alleged adulteration or misbranding by Seller of any such material referred to above. Seller does no guarantee against any such material becoming adulterated or misbranded after delivery to Buyer by reason of causes beyond Seller's control.
21. **CONFLICTING TERMS.** In case of a conflict between these terms and conditions and those of a separate written contract signed by both Buyer and Seller, the written contract shall prevail
22. **REVIEW OF RECORDS.** During the term of the purchase order/agreement and for three years thereafter, City of Lathrop (City) shall have the right to review Seller's records, only for the purposes of verifying claims for payment and compliance with the terms and conditions of the purchase order/agreement for at least three years after final payment.
23. **OFFSETTING BILLS.** City reserves the right to apply offsetting payments for goods and/or services that are due against delinquent utility bills which are due City.
24. **NON-EXCLUSIVE AGREEMENT.** The purchase order is a non-exclusive contract and City reserves the right to purchase same or like materials and/or services from other sources as City deems necessary and appropriate.



Solid Networks
Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

**Technology
Simplified**



We have prepared a quote for you

Video Servers

Quote [REDACTED]
Version v1

Prepared for:

City of Lathrop

Tony Fernandes
tfernandes@ci.lathrop.ca.us



		Price	Qty	Ext. Price
[REDACTED]	[REDACTED]		4	
[REDACTED]	[REDACTED]		4	
[REDACTED]	[REDACTED]	\$2,675.00	2	\$5,350.00
			Subtotal	\$103,228.00



Video Servers

Quote #: [REDACTED]

Version: 1 Updated: 02/29/2024 Expiration Date: 03/31/2024

Prepared by:

Solid Networks

Mark Ricci
1.209.338.1424
Mark.Ricci@SolidNetworks.com

Prepared for:

City of Lathrop

390 Towne Centre Drive
Lathrop, CA 95330
Tony Fernandes
(209) 941-7200
tfernandes@ci.lathrop.ca.us

Ship To:

City of Lathrop

390 Towne Centre Drive
Lathrop, CA 95330
Tony Fernandes
(209) 941-7200
tfernandes@ci.lathrop.ca.us

Quote Summary

Description	Amount
[REDACTED]	\$103,228.00
Subtotal	\$103,228.00
Estimated Tax	\$7,560.92
Total	\$110,788.92

Due to the global pandemic, the supply chain for IT products has been severely constrained. Please note that vendors are not allowing for cancellations on orders, even when the delivery time is severely impacted. We appreciate your patience as we navigate these circumstances.

All work performed is bound by the terms and conditions set forth in our current Master Services Agreement. Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Solid Networks

City of Lathrop

Signature: Mark Ricci

Signature: _____

Name: Mark Ricci

Name: Tony Fernandes

Title: Account Manager

Title: Information Technologies Manager

Date: _____

Date: _____



OFFSITE STAGING & CONFIGURATION AGREEMENT FOR QUOTE# [redacted] v1

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2. Invoicing

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