

**AMENDMENT 1 TO AGREEMENT C2020-094**  
**Master Service Agreement**

City Budget Code: 53001-55301

This Amendment 1 ("**Amendment**") to City Agreement C2020-094, entitled Master Service Agreement ("**Agreement**"), by and between the City of Napa, a California charter city ("**City**"), and U.S. TelePacific Corp., a corporation dba TPx Communications, 515 Flower Street, 45<sup>th</sup> Floor, Los Angeles, CA 90071-2201 ("**Consultant**"), is effective on the Effective Date identified on the signature page.

**RECITALS**

A. City and Consultant entered into the Agreement, effective April 2, 2020, for an amount not to exceed \$763,000, pursuant to which Consultant agreed to perform certain services described in the Agreement ("**Services**"), generally including managed network security and internet infrastructure services at the City primary and backup 911 Dispatch Centers.

B. City has determined that additional Services ("**Additional Services**") are required to continue, modify, or expand the Services performed under the Agreement, as set forth in the *Scope of Additional Services and Schedule of Performance*, attached hereto as **Exhibit "A"** and incorporated herein by reference.

NOW, THEREFORE, the City and the Consultant, for the mutual consideration described herein, agree as follows:

1. **INCORPORATION BY REFERENCE.** Unless otherwise specified, all subsequent references to the Agreement are deemed to mean the original Agreement as modified by any amendments preceding this Amendment, if any. This Amendment incorporates the Agreement by reference, except and only to the extent that any terms or conditions of the Agreement are specifically modified by this Amendment. All terms and conditions in the Agreement that are not specifically modified by this Amendment remain in full force and effect.

2. **SCOPE OF ADDITIONAL SERVICES.** Consultant will perform the Additional Services described in Exhibit "A" in accordance with the terms and conditions of this Amendment.

3. **PAYMENT.** City will compensate Consultant for satisfactory performance of the Additional Services in an amount not to exceed \$1,500,000. The cumulative total compensation payable to the Consultant will not exceed \$2,263,000 without prior written authorization from the City (based on \$763,000 for the original Agreement and any prior amendments thereto, plus \$1,500,000 for this Amendment).

4. **ENTIRE AGREEMENT.** The Agreement, as modified by this Amendment, constitutes the entire integrated understanding between the parties concerning the Additional Services. This Amendment supersedes all prior negotiations, agreements and understandings regarding the Additional Services, whether written or oral. The documents incorporated by reference into this Amendment are complementary; what is called for in one is binding as if called for in all, except and only to the extent otherwise specified. If any provision in an exhibit to this Amendment conflicts with or is inconsistent with a provision in the body of this Amendment, the provisions in the body of this Amendment will control over any such conflicting or inconsistent provisions.

5. **SIGNATURES.** The individuals executing this Amendment represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Amendment on behalf of the respective legal entities of Consultant and City. This Amendment shall inure to the benefit of and be binding upon the parties hereto and their respective successors and authorized assigns.

IN WITNESS WHEREOF, the Parties have executed this Amendment to be effective on the Effective Date set forth below.

**CITY:**  
**CITY OF NAPA, a California charter city**

**CONSULTANT:**  
**U.S. TELEPACIFIC CORP., a California corporation dba TPX COMMUNICATIONS**

By: \_\_\_\_\_  
Bret Prebula, Finance Director

By: \_\_\_\_\_  
Greg Daily, Chief Revenue Officer

**ATTEST:**

\_\_\_\_\_  
Tiffany Carranza, City Clerk

Date: \_\_\_\_\_  
("Effective Date")

**COUNTERSIGNED:**

\_\_\_\_\_  
Joy Riesenberg, City Auditor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Michael W. Barrett, City Attorney

**EXHIBIT “A”**

**SCOPE OF ADDITIONAL SERVICES AND SCHEDULE OF PERFORMANCE**

The Consultant will perform the Additional Services described below, within the term of the agreement:

- Managed Access/Bandwidth with diverse last-mile carrier options and 4GLTE failover for redundancy
- Managed Rugged Firewalls with redundant equipment- able to meet extreme heat and weather requirements.
- IT expertise in Water Treatment Facilities and SCADA network design and implementation
- 24x7x365 support including National Network Operations Centers and two redundant/state of the art Security Operations Centers operated by high-level security personnel.
- Local presence and local technicians
- Secure and remote management of servers and workstations
- Certified Project Management for implementation and integration with other City resources

2/5/2021

Quote: 376078 / City of Napa - Dash

Quote/Order ID: 376078



## Service Agreement

### NAPA, CITY OF

TPx Communications will provide Customer with the specified type and amount of Services at the rates, and terms and conditions listed below and on the Rate Schedule(s) that follow, and Customer shall accept and pay for Services under the Terms and Conditions to which Customer agreed on the Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA) and any related Addendums that follow that govern this Service Agreement, including any changes to Total Monthly Recurring Charges up to five percent (5%) and/or Total Non-Recurring Charges up to five percent (5%) for Services and Equipment specified on this Service Agreement. For any Access, MSx, and/or UCx Service listed below that is being added to Services currently provided to Customer at the below referenced Service Location, a new Service Term (as provided in the Term Length below) shall apply to any such Service.

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at [www.tpx.com/rates](http://www.tpx.com/rates).

The term for service(s) being ordered is 60 months. ("Term")

Customer Requested Due Date: 11/24/2020

RS ID	Title	Address	Non-Recurring	Recurring
694946	270 Kirkland Ranch Rd, American Canyon CA	270 Kirkland Ranch Rd, American Canyon, CA 94503-9627	\$56,072.83	\$4,153.58
694947	681 Montecito Blvd, Napa CA	681 Montecito Blvd, Napa, CA 94559-1515	\$3,028.15	\$1,020.00
694944	630 Chaparral Cir, Napa CA	630 Chaparral Cir, Napa, CA 94558-1582	\$7,823.30	\$1,245.81
694945	9 Old Coach Rd, Napa CA	9 Old Coach Rd, Napa, CA 94558-3858	\$3,028.15	\$1,020.00
694938	2121 Imola Ave, Napa CA	2121 Imola Ave, Napa, CA 94559-3625	\$3,028.15	\$1,020.00
694939	2799 Hillcrest Dr, Napa CA	2799 Hillcrest Dr, Napa, CA 94558-1516	\$3,251.01	\$1,020.00
694936	1210 Dwyer Rd, Napa CA	1210 Dwyer Rd, Napa, CA 94558	\$3,028.15	\$1,020.00
694937	1542 Foster Rd, Napa CA	1542 Foster Rd, Napa, CA 94558-6530	\$3,028.15	\$1,020.00
694942	40 Holly Ct, Napa CA	40 Holly Ct, Napa, CA 94558-3808	\$3,028.15	\$1,020.00
694943	567 Montecito Blvd, Napa CA	567 Montecito Blvd, Napa, CA 94559-2113	\$3,028.15	\$1,020.00
694940	325 Lakeview Dr, Napa CA	325 Lakeview Dr, Napa, CA 94559-2130	\$3,028.15	\$1,020.00
694941	3693 Montana Dr, Napa CA	3693 Montana Dr, Napa, CA 94558-4126	\$3,028.15	\$1,020.00
694931	2201 Dry Creek Rd, Napa CA	2201 Dry Creek Rd, Napa, CA 94558-9723	\$3,028.15	\$1,020.00
694934	1001 Partrick Rd, Napa CA	1001 Partrick Rd, Napa, CA 94558-9705	\$3,028.15	\$1,020.00
694935	1015 Sage Canyon Rd, Saint Helena CA	1015 Sage Canyon Rd, Saint Helena, CA 94574-9714	\$7,473.73	\$1,172.00
694932	1 St. Francis Cir, Napa CA	1 St. Francis Cir, Napa, CA 94558	\$3,028.15	\$1,020.00
694933	1000 Sage Canyon Rd, Saint Helena CA	1000 Sage Canyon Rd, Saint Helena, CA 94574-9714	\$19,642.34	\$2,187.25
<b>Sub Totals</b>			<b>\$130,601.01</b>	<b>\$22,018.64</b>

#### Installment Payment

Amount of Non-Recurring charges included in Installment Payments (60 months)	(\$130,601.01)
Estimated Monthly Installment Payments (includes simple interest with a rate of 6%, applied annually)	\$2,522.66

<b>Total Non-Recurring Charges</b>	<b>(\$0.00)</b>
<b>Total Monthly Recurring Charges</b>	<b>\$24,541.30</b>

Equipment Addendum - Single Payment Purchase, Rental and/or Customer Provided Equipment set for at [www.tpx.com/Equipment-Addendum.pdf](http://www.tpx.com/Equipment-Addendum.pdf)

MSx Service Addendum set forth at [www.tpx.com/MSx-Service.pdf](http://www.tpx.com/MSx-Service.pdf)

2/5/2021

Quote: 376078 / City of Napa - Dash

\_\_\_\_\_  
Agreed by: Customer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Customer Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Sales Representative Name

\_\_\_\_\_  
Phone

\_\_\_\_\_  
**Agreed by:** Authorized TPx Representative Signature

\_\_\_\_\_  
Date

v052920

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694946

Quote ID: 376078

270 Kirkland Ranch Rd, American Canyon CA

2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 270 Kirkland Ranch Rd, American Canyon, CA 94503-9627

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 100 x 100 Mbps (ICB Code: XW_CD)	att broadband LGI	1	\$625.00	-	xNet	-	\$625.00
						\$0.00	\$625.00
MSx Firewall (Install) PQE Code: 327524	Description	Qty	Each	Usage	Type	NRC	MRC
100F		2	\$1,750.00	-	xNet	\$3,500.00	-
Optimum (100F)		2	\$590.53	-	MSx	-	\$1,181.06
Non-Standard Discount		2	(\$29.53)	-	MSx	-	(\$59.06)
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
FortiSwitch-108E-FPOE		2	\$265.63	-	xNet	\$531.26	-
Optimum (FortiSwitch-108E-FPOE)		2	\$45.85	-	MSx	-	\$91.70
High Availability Service		1	\$400.00	-	MSx	\$400.00	-
Non-Standard Discount		1	(\$400.00)	-	MSx	(\$400.00)	-
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
1GE SFP RJ45 transceiver module		30	\$111.43	-	xNet	\$3,342.90	-
1GE SFP SX transceiver module		26	\$31.43	-	xNet	\$817.18	-
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	12	\$60.00	-	MSx	-	\$720.00
Managed Services - Non-Recurring Charge	FSR-112D-POE Optimum	12	\$1,215.65	-	xNet	\$14,587.80	-

<https://dash.tpx.com/ribeye/service/file?id=1366584&deleteAfterServing=1&inline=1>

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## EXHIBIT "A"

## ATTACHMENT 1

2/5/2021

Quote: 376078 / City of Napa - Dash

							\$22,779.14	\$2,068.70
▼	<b>MSx Firewall (Install) PQE Code: 327524</b>	<b>Description</b>	<b>Qty</b>	<b>Each</b>	<b>Usage</b>	<b>Type</b>	<b>NRC</b>	<b>MRC</b>
	Managed Services - Monthly Recurring Charge	FortiSwitch 1024D	2	\$316.61	-	MSx	-	\$633.22
	Managed Services - Non- Recurring Charge	FortiSwitch 1024D	2	\$7,496.88	-	xNet	\$14,993.76	-
							<b>\$14,993.76</b>	<b>\$633.22</b>
▼	<b>MSx Firewall (Install) PQE Code: Not Specified</b>	<b>Description</b>	<b>Qty</b>	<b>Each</b>	<b>Usage</b>	<b>Type</b>	<b>NRC</b>	<b>MRC</b>
	Managed Services - Monthly Recurring Charge	FortiSwitch 448D-FPOE	3	\$150.00	-	MSx	-	\$450.00
	Managed Services - Non- Recurring Charge	FortiSwitch 448D-FPOE	3	\$2,500.00	-	xNet	\$7,500.00	-
	Special Upgrade NRC	10G MM FN-TRAN-SFP+SR	1	\$71.43	-	MSx	\$71.43	-
							<b>\$7,571.43</b>	<b>\$450.00</b>
▼	<b>MSx Firewall (Install) PQE Code: Not Specified</b>	<b>Description</b>	<b>Qty</b>	<b>Each</b>	<b>Usage</b>	<b>Type</b>	<b>NRC</b>	<b>MRC</b>
	Managed Services - Monthly Recurring Charge	FortiSwitch 424D-FPOE	2	\$108.33	-	MSx	-	\$216.66
	Managed Services - Non- Recurring Charge	FortiSwitch 424D-FPOE	2	\$1,250.00	-	xNet	\$2,500.00	-
							<b>\$2,500.00</b>	<b>\$216.66</b>
▼	<b>MSx Networks (Install) PQE Code: Not Specified</b>	<b>Description</b>	<b>Qty</b>	<b>Each</b>	<b>Usage</b>	<b>Type</b>	<b>NRC</b>	<b>MRC</b>
	*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
	Optimum - Fully Managed		1	\$0.00	-	MSx	-	\$0.00
	MR45		5	\$595.70	-	xNet	\$2,978.50	-
	Optimum Enterprise (MR45)		5	\$32.00	-	MSx	-	\$160.00
	Professional Installation (Wifi)		1	\$500.00	-	MSx	\$500.00	-
	Non-Standard Discount		1	(\$500.00)	-	MSx	(\$500.00)	-
							<b>\$2,978.50</b>	<b>\$160.00</b>
▼	<b>Professional Services (Install)</b>	<b>Description</b>	<b>Qty</b>	<b>Each</b>	<b>Usage</b>	<b>Type</b>	<b>NRC</b>	<b>MRC</b>
	Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	35	\$150.00	-	xNet	\$5,250.00	-
							<b>\$5,250.00</b>	<b>\$0.00</b>

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694947

Quote ID: 376078

681 Montecito Blvd, Napa CA

2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 681 Montecito Blvd, Napa, CA 94559-1515

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00



2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694944  
630 Chaparral Cir, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 630 Chaparral Cir, Napa, CA 94558-1582

The term for Service(s) being ordered is 60 months ("Term").

▼ Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
	HSIA 10 x 10 Mbps (ICB Code: WI_CD)	1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
▼ MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
	40F	1	\$309.38	-	xNet	\$309.38	-
	Non-Standard Discount	1	(\$15.96)	-	xNet	(\$15.96)	-
	Optimum (40F)	1	\$319.15	-	MSx	-	\$319.15
	4G LTE Network Access Rental	1	\$45.00	-	MSx	-	\$45.00
	Non-Standard Discount	1	(\$10.00)	-	MSx	-	(\$10.00)
	4G LTE Network Access - Setup Charge	1	\$100.00	-	MSx	\$100.00	-
	Non-Standard Discount	1	(\$100.00)	-	MSx	(\$100.00)	-
	TPx 4G LTE - Failover	1	\$65.00	-	MSx	-	\$65.00
	Professional Installation	1	\$1,500.00	-	xNet	\$1,500.00	-
	Non-Standard Discount	1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
	Vendor Support	1	\$35.00	-	MSx	-	\$35.00
	1GE SFP RJ45 transceiver module	2	\$111.43	-	xNet	\$222.86	-
	1GE SFP SX transceiver module	4	\$31.43	-	xNet	\$125.72	-
	Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	2	\$60.00	-	MSx	- \$120.00
	Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	2	\$1,215.65	-	xNet	\$2,431.30 -
						\$3,073.30	\$574.15
▼ MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
	Managed Services - Monthly Recurring Charge	FortiSwitch 424D-FPOE	2	\$108.33	-	MSx	- \$216.66
	Managed Services - Non-	FortiSwitch 424D-FPOE	2	\$1,250.00	-	xNet	\$2,500.00 -

<https://dash.tpx.com/ribeye/service/file?id=1366584&deleteAfterServing=1&inline=1>

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## EXHIBIT "A"

## ATTACHMENT 1

2/5/2021

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Recurring Charge								
							\$2,500.00	\$216.66
▼	Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
	Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	15	\$150.00	-	xNet	\$2,250.00	-
							\$2,250.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694945  
9 Old Coach Rd, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 9 Old Coach Rd, Napa, CA 94558-3858

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694938  
2121 Imola Ave, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

*Good through:* 3/8/2021*Address:* 2121 Imola Ave, Napa, CA 94559-3625

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694939

Quote ID: 376078

2799 Hillcrest Dr, Napa CA

2/6/2021

## NAPA, CITY OF

*Good through: 3/8/2021**Address: 2799 Hillcrest Dr, Napa, CA 94558-1516*

The term for Service(s) being ordered is 60 months ("Term").

▼ Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
	HSIA 10 x 10 Mbps (ICB Code: WI_CD)	1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
▼ MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
	4G LTE Network Access Rental	1	\$45.00	-	MSx	-	\$45.00
	Non-Standard Discount	1	(\$10.00)	-	MSx	-	(\$10.00)
	4G LTE Network Access - Setup Charge	1	\$100.00	-	MSx	\$100.00	-
	Non-Standard Discount	1	(\$100.00)	-	MSx	(\$100.00)	-
	TPx 4G LTE - Failover	1	\$65.00	-	MSx	-	\$65.00
	MSxX FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
	Optimum (MSxX) FGR-60F	1	\$370.00	-	MSx	-	\$370.00
	Professional Installation	1	\$1,500.00	-	xNet	\$1,500.00	-
	Non-Standard Discount	1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
	Vendor Support	1	\$35.00	-	MSx	-	\$35.00
	1GE SFP RJ45 transceiver module	2	\$111.43	-	xNet	\$222.86	-
	Managed Services - Monthly Recurring Charge FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
	Managed Services - Non-Recurring Charge FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,501.01	\$565.00
▼ Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
	Professional Services - Miscellaneous Non-Recurring Charge Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694936  
1210 Dwyer Rd, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 1210 Dwyer Rd, Napa, CA 94558

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694937  
1542 Foster Rd, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 1542 Foster Rd, Napa, CA 94558-6530

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694942

Quote ID: 376078

40 Holly Ct, Napa CA

2/6/2021

## NAPA, CITY OF

*Good through:* 3/8/2021*Address:* 40 Holly Ct, Napa, CA 94558-3808

The term for Service(s) being ordered is 60 months ("Term").

▼ Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
	HSIA 10 x 10 Mbps (ICB Code: WI_CD)	1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
▼ MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
	4G LTE Network Access Rental	1	\$45.00	-	MSx	-	\$45.00
	Non-Standard Discount	1	(\$10.00)	-	MSx	-	(\$10.00)
	4G LTE Network Access - Setup Charge	1	\$100.00	-	MSx	\$100.00	-
	Non-Standard Discount	1	(\$100.00)	-	MSx	(\$100.00)	-
	TPx 4G LTE - Failover	1	\$65.00	-	MSx	-	\$65.00
	MSxX FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
	Optimum (MSxX) FGR-60F	1	\$370.00	-	MSx	-	\$370.00
	Professional Installation	1	\$1,500.00	-	xNet	\$1,500.00	-
	Non-Standard Discount	1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
	Vendor Support	1	\$35.00	-	MSx	-	\$35.00
	Managed Services - Monthly Recurring Charge FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
	Managed Services - Non- Recurring Charge FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
▼ Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
	Professional Services - Miscellaneous Non-Recurring Charge Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00



2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694943

Quote ID: 376078

567 Montecito Blvd, Napa CA

2/6/2021

## NAPA, CITY OF

*Good through:* 3/8/2021*Address:* 567 Montecito Blvd, Napa, CA 94559-2113

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non-Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694940  
325 Lakeview Dr, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 325 Lakeview Dr, Napa, CA 94559-2130

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694941  
3693 Montana Dr, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

*Good through: 3/8/2021**Address: 3693 Montana Dr, Napa, CA 94558-4126*

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$999,999.00	-	MSx	\$999,999.00	-
Non-Standard Discount		1	(\$998,936.50)	-	MSx	(\$998,936.50)	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694931

Quote ID: 376078

2201 Dry Creek Rd, Napa CA

2/6/2021

## NAPA, CITY OF

*Good through:* 3/8/2021*Address:* 2201 Dry Creek Rd, Napa, CA 94558-9723

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 100 x 100 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)		1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112-POE	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112-POE	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694934  
1001 Partrick Rd, Napa CA

Quote ID: 376078  
2/6/2021

## NAPA, CITY OF

Good through: 3/8/2021

Address: 1001 Partrick Rd, Napa, CA 94558-9705

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)		1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694935

Quote ID: 376078

1015 Sage Canyon Rd, Saint Helena CA

2/6/2021

## NAPA, CITY OF

*Good through:* 3/8/2021*Address:* 1015 Sage Canyon Rd, Saint Helena, CA 94574-9714

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)		1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
1GE SFP RJ45 transceiver module		6	\$111.43	-	xNet	\$668.58	-
Managed Services - Monthly Recurring Charge	FSR-112D-POE optimum	3	\$60.00	-	MSx	-	\$180.00
Managed Services - Non- Recurring Charge	FSR-112D-POE optimum	3	\$1,215.65	-	xNet	\$3,646.95	-
						\$5,378.03	\$685.00
MSx Networks (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
Optimum - Fully Managed		1	\$0.00	-	MSx	-	\$0.00
MR45		1	\$595.70	-	xNet	\$595.70	-
Optimum Enterprise (MR45)		1	\$32.00	-	MSx	-	\$32.00
Professional Installation		1	\$500.00	-	MSx	\$500.00	-

## EXHIBIT "A"

## ATTACHMENT 1

2/5/2021

Quote: 376078 / City of Napa - Dash

(Wifi)								
Non-Standard Discount		1	(\$500.00)	-	MSx	(\$500.00)	-	
							\$595.70	\$32.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC	
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	10	\$150.00	-	xNet	\$1,500.00	-	
							\$1,500.00	\$0.00

2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694932

Quote ID: 376078

1 St. Francis Cir, Napa CA

2/6/2021

## NAPA, CITY OF

*Good through:* 3/8/2021*Address:* 1 St. Francis Cir, Napa, CA 94558

The term for Service(s) being ordered is 60 months ("Term").

Internet Services - HSIA (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 10 x 10 Mbps (ICB Code: WI_CD)		1	\$455.00	-	xNet	-	\$455.00
						\$0.00	\$455.00
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
MSxX	FGR-60F	1	\$1,062.50	-	MSx	\$1,062.50	-
Optimum (MSxX)	FGR-60F	1	\$370.00	-	MSx	-	\$370.00
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	1	\$60.00	-	MSx	-	\$60.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	1	\$1,215.65	-	xNet	\$1,215.65	-
						\$2,278.15	\$565.00
Professional Services (Install)	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	5	\$150.00	-	xNet	\$750.00	-
						\$750.00	\$0.00



2/5/2021

Quote: 376078 / City of Napa - Dash



Rate Schedule #694933

Quote ID: 376078

1000 Sage Canyon Rd, Saint Helena CA

2/6/2021

## NAPA, CITY OF

*Good through: 3/8/2021***Address:** 1000 Sage Canyon Rd, Saint Helena, CA 94574-9714

The term for Service(s) being ordered is 60 months ("Term").

MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
4G LTE Network Access Rental		1	\$45.00	-	MSx	-	\$45.00
Non-Standard Discount		1	(\$10.00)	-	MSx	-	(\$10.00)
4G LTE Network Access - Setup Charge		1	\$100.00	-	MSx	\$100.00	-
Non-Standard Discount		1	(\$100.00)	-	MSx	(\$100.00)	-
TPx 4G LTE - Failover		1	\$65.00	-	MSx	-	\$65.00
60F		2	\$434.38	-	xNet	\$868.76	-
Optimum (60F)		2	\$342.70	-	MSx	-	\$685.40
FortiSwitch-108E-FPOE		1	\$265.63	-	xNet	\$265.63	-
Optimum (FortiSwitch- 108E-FPOE)		1	\$45.85	-	MSx	-	\$45.85
High Availability Service		1	\$400.00	-	MSx	\$400.00	-
Non-Standard Discount		1	(\$400.00)	-	MSx	(\$400.00)	-
Professional Installation		1	\$1,500.00	-	xNet	\$1,500.00	-
Non-Standard Discount		1	(\$1,500.00)	-	xNet	(\$1,500.00)	-
Vendor Support		1	\$35.00	-	MSx	-	\$35.00
1GE SFP RJ45 transceiver module		10	\$111.43	-	xNet	\$1,114.30	-
Managed Services - Monthly Recurring Charge	FSR-112D-POE Optimum	5	\$60.00	-	MSx	-	\$300.00
Managed Services - Non- Recurring Charge	FSR-112D-POE Optimum	5	\$1,215.65	-	xNet	\$6,078.25	-
Special Upgrade NRC	FN-TRAN-LX SFP	4	\$66.00	-	MSx	\$264.00	-
							<b>\$8,590.94 \$1,166.25</b>
MSx Firewall (Install) PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
Managed Services - Monthly Recurring Charge	FortiSwitch 448D-FPOE	2	\$150.00	-	MSx	-	\$300.00
Managed Services - Non- Recurring Charge	FortiSwitch 448D-FPOE	2	\$2,500.00	-	xNet	\$5,000.00	-

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Special Upgrade NRC	FN-TRAN-SFP+GC	5	\$999,999.00	-	MSx	\$4,999,995.00	-
Non-Standard Discount		5	(\$999,896.14)	-	MSx	(\$4,999,480.70)	-
						\$5,514.30	\$300.00
<b>MSx Networks (Install)</b> PQE Code: Not Specified	Description	Qty	Each	Usage	Type	NRC	MRC
*MSx Networks Service		1	\$0.00	-	MSx	-	\$0.00
Optimum - Fully Managed		1	\$0.00	-	MSx	-	\$0.00
MR45		3	\$595.70	-	xNet	\$1,787.10	-
Optimum Enterprise (MR45)		3	\$32.00	-	MSx	-	\$96.00
Professional Installation (Wifi)		1	\$500.00	-	MSx	\$500.00	-
Non-Standard Discount		1	(\$500.00)	-	MSx	(\$500.00)	-
						\$1,787.10	\$96.00
<b>Internet Services - HSIA (Install)</b>	Description	Qty	Each	Usage	Type	NRC	MRC
HSIA 100 x 100 Mbps (ICB Code: RI_CD)		1	\$625.00	-	xNet	-	\$625.00
						\$0.00	\$625.00
<b>Professional Services (Install)</b>	Description	Qty	Each	Usage	Type	NRC	MRC
Professional Services - Miscellaneous Non-Recurring Charge	Professional Services for MSx Networks implementation	25	\$150.00	-	xNet	\$3,750.00	-
						\$3,750.00	\$0.00

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Charge Description	Total Monthly Amount	Term
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
40F	\$5.67	60
Managed Services - Non-Recurring Charge	\$47.00	60
1GE SFP SX transceiver module	\$2.40	60
1GE SFP RJ45 transceiver module	\$4.30	60
Managed Services - Non-Recurring Charge	\$48.32	60
Professional Services - Miscellaneous Non-Recurring Charge	\$43.35	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
1GE SFP RJ45 transceiver module	\$4.30	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
Managed Services - Non-Recurring Charge	\$282.00	60
1GE SFP SX transceiver module	\$15.60	60
100F	\$67.66	60
FortiSwitch-108E-FPOE	\$10.26	60
1GE SFP RJ45 transceiver module	\$64.50	60
Managed Services - Non-Recurring Charge	\$289.86	60
Managed Services - Non-Recurring Charge	\$144.99	60
Special Upgrade NRC	\$1.38	60
Managed Services - Non-Recurring Charge	\$48.32	60
MR45	\$57.55	60
Professional Services - Miscellaneous Non-Recurring Charge	\$101.15	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60

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Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$70.50	60
1GE SFP RJ45 transceiver module	\$12.90	60
MR45	\$11.51	60
Professional Services - Miscellaneous Non-Recurring Charge	\$28.90	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
Managed Services - Non-Recurring Charge	\$117.50	60
60F	\$16.78	60
Special Upgrade NRC	\$5.08	60
FortiSwitch-108E-FPOE	\$5.13	60
1GE SFP RJ45 transceiver module	\$21.50	60
Managed Services - Non-Recurring Charge	\$96.66	60
Special Upgrade NRC	\$9.90	60
MR45	\$34.53	60
Professional Services - Miscellaneous Non-Recurring Charge	\$72.25	60
MSxX	\$20.54	60
Managed Services - Non-Recurring Charge	\$23.50	60
Professional Services - Miscellaneous Non-Recurring Charge	\$14.45	60
<b>Total of Monthly Payment Amounts</b>	<b>\$2,522.66</b>	

*Total of installment payments will be different from the NRC cash price.*

## NRCS NOT INCLUDED IN THE INSTALLMENT PAYMENT PLAN

Charge Description	Price
<b>Total of opted-out NRC Amounts</b>	<b>\$0.00</b>

*Currently there are no opted-out NRCs.*

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### Equipment Addendum - Installment Payment Purchase

This Equipment Addendum (this "Equipment Addendum") amends and modifies the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) (referred to herein, as so amended and modified, as the "Agreement") between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx") and Customer.

This Equipment Addendum governs devices supplied by TPx (devices collectively referred to herein as "Equipment"), and which said Equipment is used in conjunction with any of TPx's Services and is purchased by Customer from TPx via installment payment purchase.

#### 1. EQUIPMENT ACQUISITION

Devices used in conjunction with any of TPx's Services (referred to herein as "Equipment") may be purchased by Customer from TPx via installment payment purchase option. Any Equipment governed by this Equipment Addendum will be described on the schedule substantially in the form of Exhibit I hereto delivered from time to time at the time of purchase (or other provisioning) thereof by TPx to Customer and authorized or otherwise confirmed by Customer (each, a "Delivered Equipment Schedule"). The terms of each Delivered Equipment Schedule shall be, and hereby are, fully incorporated by reference herein.

#### 2. INSTALLMENT PAYMENT PURCHASED EQUIPMENT

- a. Installment payments will be added to each monthly invoice delivered to Customer under Section 2(e) of the Terms and Conditions Attachment to the Agreement, for the duration of the Initial Service Term, spread evenly over the total number of months contracted, in the amount(s) to be shown on the related Delivered Equipment Schedule(s).
- b. If, prior to the end of the Service Term, Services associated with any Equipment purchased via this Equipment Addendum are terminated for any reason, Customer shall remain liable for all remaining installment payments for the affected Equipment.
- c. Customer's obligations to make payments under any installment purchase of Equipment are separate and independent from Customer's obligations to make payments on the Services.
- d. Customer agrees that the right of TPx to receive installment payments relating to the Equipment purchased via this Equipment Addendum may be sold, transferred or otherwise assigned by TPx without consent.
- e. Credit Allowances. Credits granted by TPx for the interruption of services may not be applied to Equipment purchases or payments due or to become due under the Agreement (including this Equipment Addendum).
- f. Certain Waivers. Notwithstanding any provision contained in the Agreement (including this Equipment Addendum) to the contrary, it is agreed by the parties that:
  - i. Customer agrees not to assert any claim, set-off, recoupment, withholding or defense against TPx, any of its affiliates or its assignees or designees, that Customer may have against TPx, its affiliates or its assignees or designees, as applicable, in connection with the Agreement or any other agreement pursuant to which TPx (or any of its affiliates or designees) provides services to Customer or against the manufacturer of any equipment obtained under this Equipment Addendum;
  - ii. any assignee to which TPx shall assign its right to payments hereunder shall not have any obligation or responsibility to Customer pursuant to the Agreement (including this Equipment Addendum), and any such payment assignment shall not relieve TPx of any of its obligations hereunder and thereunder;
  - iii. CUSTOMER AGREES THAT ITS OBLIGATION TO MAKE ALL PAYMENTS WHEN DUE IN ACCORDANCE WITH THE AGREEMENT (INCLUDING THIS ADDENDUM) SHALL BE ABSOLUTE AND UNCONDITIONAL AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER;
  - iv. where Customer does not make any payments under the Agreement (including this Equipment Addendum) pursuant to any of the foregoing conditions, TPx, as service provider pursuant to the Agreement, shall have the right to terminate Customer's right to use and receive the software and any maintenance pursuant to the Agreement; and
  - v. any affiliates, assignees or designees of TPx, and any collateral agent, administrative agent, or subsequent receivables purchaser is an intended third party beneficiary of the Agreement (including this Equipment Addendum) and therefore entitled to enforce the terms of the Agreement (including this Equipment Addendum) directly against Customer. Customer agrees that notwithstanding anything in the Agreement (including this Equipment Addendum), TPx and its assignees may at any time and without notice further assign the payments owing hereunder, in whole or in part.
- g. Ownership of Equipment. As the owner of the Equipment, Customer is the beneficiary of any applicable warranty and is responsible for all taxes, insurance and risk of loss related to the Equipment.

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- h. Acceptance. Customer acknowledges acceptance of the Equipment upon delivery.
- i. Equipment Purchase Cancellation. Customer may cancel an Equipment purchase within twenty-four (24) hours of signing this Equipment Addendum. Notification of order cancellation must be emailed to [billing@tpx.com](mailto:billing@tpx.com). Cancellation of orders after twenty-four (24) hours will result in an order cancellation charge equal to 10% of the total amount for Equipment purchased.
- j. Shipping Charges and Taxes. Customer is responsible for all delivery or shipping charges, installation charges, and applicable taxes.
- k. Warranty on Installment Purchase Payment Equipment.
  - i. Maintenance of Equipment. TPx will provide maintenance and support for Equipment purchased from TPx, including software updates and patches, for as long as Customer maintains its associated Service with TPx.
  - ii. TPx Replacement Obligation. For Equipment purchased from TPx, TPx will replace any failed devices for as long as Customer maintains its associated Service, Customer's account remains in good standing, TPx has reasonable access to replacement Equipment, and Customer returns the Equipment in accordance with the terms stated within the manufacturer warranty; provided that TPx and Customer agree that Customer's obligations to make payments on the Services, on the one hand, and Customer's obligations to make payments on the Equipment purchased through an installment purchase option, on the other hand, are separate and distinct obligations of Customer and are subject to Section 2(d) of this Equipment Addendum. The replacement item may be a new or reconditioned device of equal or comparable value. The TPx replacement obligation starts when Equipment is delivered to Customer, lasts for the duration Customer maintains an associated Service, and overlaps the manufacturer's warranty. It covers accidental damage, liquid damage, or any Equipment defect. Associated shipping and/or service order fees may apply.
    - (A) Exclusions. Lost or stolen Equipment, or Equipment that appears to be damaged by intent, gross negligence or willful or reckless treatment shall not be covered under any TPx's replacement obligation. Additionally, phone accessories and headsets shall not be covered under any TPx's replacement obligation. MSx service(s) equipment replacement obligation terminates when the manufacturer no longer supports the equipment.
    - (B) TPx's Sole Obligation. TPx's sole obligation with respect to Equipment is to repair the Equipment, deliver to Customer an equivalent replacement Equipment, or if neither of the two foregoing options is reasonably available, TPx may, in its sole discretion, refund to Customer the purchase price paid for the Equipment. Replacement Equipment may be new or reconditioned. The foregoing is Customer's sole remedy, and TPx's sole obligation, with regard to defective Equipment.
  - iii. Return / Exchange Policy for Purchased Equipment.
    - (A) Returns and Exchanges. Should it be necessary to return Equipment, Customer may return it for a refund or exchange, excluding any shipping charges and subject to a restocking fee of twenty-five (\$25.00) dollars per unit, within thirty (30) days after delivery. Defective Equipment may be repaired or exchanged for the same or equivalent model only, at TPx's discretion. All returned Equipment must be unregistered, in complete original manufacturer's packaging, same condition as sold, with all accessories, literature, instructions, documentation and blank warranty cards.
    - (B) Exclusions. No returns will be allowed on: phone accessories and headsets, network cabling, original manufacturer computers, computer products, or software once opened.

I. If Customer fails to approve or reject the equipment and pricing information on the Delivered Equipment Schedule after three email requests, TPx will remove the Installment Payment option for the equipment listed on the Delivered Equipment Schedule, and the total equipment cost will be due immediately from Customer.

### 3. HARDWARE CLAIMS POLICY FOR ALL EQUIPMENT PURCHASED FROM TPX

Customer must inspect the Equipment carefully as to content and conditions upon receipt. All claims for damaged or missing items must be reported to TPx within two (2) business days of receipt of Equipment. In the event a package arrives damaged, it is the responsibility of Customer to contact TPx to inspect the package to assure full refund or replacement. All packaging must be retained until the problem is resolved.

### 4. LIMITATION OF LIABILITY

**WITHOUT LIMITING ANY LIMITATION OF LIABILITY IN SUBSECTION (d) OF SECTION 5 OF THE TERMS AND CONDITIONS ATTACHMENT TO THE AGREEMENT, TPX LIABILITY IS LIMITED TO THE MONETARY VALUE OF THE EQUIPMENT PURCHASED.**

#### SCHEDULE 1

#### Section A Customer Information

<https://dash.tpx.com/ribeye/service/file?id=1366584&deleteAfterServing=1&inline=1>

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**NAPA, CITY OF**

Company Legal Name (Individual if Sole Proprietorship)

Doing Business As (DBA) \_\_\_\_\_

Legal Composition: ☐ Corporation ☐ General Partnership ☐ LLP ☐ LLC ☐ Sole Proprietorship

State Organized \_\_\_\_\_

1539 1st St Napa, CA 94559

Billing Address

**Section B Acceptance**

By signing below, the person signing on behalf of Customer personally represents and warrants to TPx that he or she has the authority and power to sign on behalf of Customer and bind Customer to the Agreement (including this Equipment Addendum). THE AGREEMENT INCLUDES AN ARBITRATION PROVISION WHICH REQUIRES THE BINDING ARBITRATION OF ANY AND ALL DISPUTES AND WAIVES CERTAIN RIGHTS TO JURY TRIALS AND/OR CLASS ACTIONS. The Agreement (including this Equipment Addendum) shall become a binding contract upon execution by Customer and acceptance by TPx.

**ELECTRONIC CONTRACTING AND SIGNATURE ACKNOWLEDGMENT.** To the extent that Customer executes the Agreement and/or the Equipment Addendum electronically, Customer agrees that (i) the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) is an electronic contract executed by Customer using Customer's electronic signature, (ii) Customer's electronic signature signifies Customer's intent to enter into the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) and that the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) be legally valid and enforceable in accordance with its terms to the same extent as if Customer had executed the Agreement (including this Equipment Addendum) using its written signature and (iii) the authoritative copy of the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule) ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by TPx for the storage of authoritative copies of electronic records, which shall be deemed held by TPx in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by TPx as the original (the "Paper Contract"), then Customer acknowledges and agrees that (1) Customer's signing of the Agreement (including this Equipment Addendum) with Customer's electronic signature also constitutes issuance and delivery of such Paper Contract, (2) Customer's electronic signature associated with the Agreement (including this Equipment Addendum, as supplemented by each Delivered Equipment Schedule), when affixed to the Paper Contract, constitutes Customer's legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, Customer's obligations will be evidenced by the Paper Contract alone.

X \_\_\_\_\_

Agreed by: Customer Signature

Date

Customer Name (Print)

Title

Sales Representative Name

Phone

**Example of EXHIBIT I**  
**[FORM OF] DELIVERED EQUIPMENT SCHEDULE**  
**To be completed upon delivery of equipment**

Reference is made to the Equipment Addendum (the "Equipment Addendum") relating to the Telecommunications Account Agreement (TAA) or Master Service Agreement (MSA) (referred to herein, as so amended and modified, as the "Agreement") between U.S. TelePacific Corp. d/b/a TPx Communications and/or its affiliated companies ("TPx") and [CUSTOMER] ("Customer"), which Equipment Addendum was executed and accepted by Customer on [DATE].

This schedule (this "Schedule") is a "Delivered Equipment Schedule" contemplated by the Equipment Addendum and shall be part of and subject to the Equipment Addendum for all purposes automatically and without further action by any person upon TPx's delivery of

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this Schedule together with the Equipment described below and Customer's authorization or other confirmation hereof in electronic form or otherwise.

TPx has provided Customer with the specified type and amount of Equipment at the prices and terms and conditions listed below, and Customer shall accept and pay for the Equipment under the Equipment Addendum as supplemented by this Schedule, the Agreement and any related Addendums that follow that govern this Schedule, the Equipment Addendum and the related Telecommunications Account Agreement (TAA)/Master Service Agreement (MSA).

Federal, State and Local Taxes and Other Charges will be applied in accordance with the definitions stated at [www.tpx.com/rates](http://www.tpx.com/rates).

The following Equipment will be purchased by Customer from TPx via installment purchase (as contemplated by clause (ii) under Section 1 of the Equipment Addendum):

Quantity	Item description	Price per unit	Total purchase amount/price	Number of installment payments	Amount of monthly payment (*)

(\*) As contemplated by Section 2(a) of the Equipment Addendum, installment payments will be added to each monthly invoice delivered to Customer under Section 2(e) of the Terms and Conditions Attachment to the Agreement (the "Terms and Conditions"). As contemplated by Section 2(g) of the Terms and Conditions, each monthly invoice shall be due and payable upon presentation, and shall become past due after the Pay By Date printed on the invoice.

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