

**RESOLUTION NO. 67-20**  
**CITY OF CENTERVILLE, OHIO**

SPONSORED BY COUNCILMEMBER Mark Engert ON  
THE 5<sup>TH</sup> DAY OF October, 2020.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A MASTER SERVICES, PRODUCT AND LICENSE AGREEMENT FOR IT TECHNOLOGICAL SERVICES, PROFESSIONAL SERVICES, FOR IT TELECOMMUNICATIONS EQUIPMENT PRODUCTS, AND SOFTWARE LICENSING WITH CBTS TECHNOLOGY SOLUTIONS LLC.**

**WHEREAS**, the City of Centerville has been improving and updating its information technology (IT) systems in the City; and

**WHEREAS**, the City is desirous to establish a business relationship covering: (i) the provision of a variety of information technology/IT and telecommunications services ("Technological Services") and related staff augmentation or other professional services ("Professional Services"), (ii) the purchase of IT or telecommunications equipment ("Products"), and/or (iii) the licensing of software ("Software"); and

**WHEREAS**, CBTS Technology Solutions LLC provides such Technological Services, Professional Services, Products and Software; and

**WHEREAS**, the Ohio Revised Code recognizes exceptions to competitive bidding for professional services and for purchases related to IT that are proprietary or limited to a sole source; and

**WHEREAS**, the City desires to utilize CBTS Technology Solutions LLC for assistance in the carrying out other services, for the City with regards to all of the City's IT requirements; and

**WHEREAS**, CBTS Technology Solutions LLC has unique knowledge of such Technological Services, Professional Services, Products and Software; and has a demonstrated ability to assist in accomplishing the objectives of the City.


**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to authorize the City Manager to enter into a Master Services, Products and License Agreement with CBTS Technology Solutions LLC, a copy of the Agreement attached hereto as Exhibit "A" and incorporated herein on behalf of the City of Centerville.

Section 2. That the City Manager is authorized to take all steps necessary to engage CBTS Technology Solutions LLC and execute any additional documents for the services including, but not limited to, the Quote documents and Right to Engage documents.

Section 3. This Resolution shall be in full force and effect at the earliest date allowed by law.

PASSED THIS 5<sup>th</sup> day of October, 2020.

  
\_\_\_\_\_  
Mayor of the City of  
Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council  
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 67-20, passed by the Council of the City of Centerville, Ohio on the 5<sup>th</sup> day of October, 2020.

  
\_\_\_\_\_  
Clerk of the Council

Approved as to form, consistency  
with existing ordinances, the  
charter & constitutional provisions  
Department of Law  
Scott A. Liberman  
Municipal Attorney



# MASTER SERVICES, PRODUCTS, AND LICENSE AGREEMENT

This Master Services, Products, and License Agreement (the "Agreement") is made as of the date of last execution below (the "Effective Date") and entered into by and between CBTS Technology Solutions LLC, a Delaware limited liability company for itself, its affiliates, and subsidiaries ("CBTS"), and the City of Centerville, Ohio a(n) Ohio municipal corporation ("Customer").

WHEREAS, CBTS and Customer wish to establish and/or continue a business relationship covering: (i) the provision of a variety of information technology/IT and telecommunications services ("Technological Services") and related staff augmentation or other professional services ("Professional Services" and together with Technological Services, collectively "Services"), (ii) the purchase of IT or telecommunications equipment ("Products"), and/or (iii) the licensing of software ("Software");

WHEREAS, the specific parameters and conditions of the provision of those Services, Products and Software will be set forth in separate documents attached hereto or executed from time to time pursuant hereto (the "Related Agreements"), including, without limitation, Statements of Work, Service Schedules, Hardware Quotes, and Bills of Materials; and

WHEREAS, CBTS and Customer wish to set forth in this Agreement certain terms and provisions that will govern the CBTS-Customer relationship and the Related Agreements, and the sale or license by CBTS and the acquisition by the Customer of the Services, Products and Software.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and covenants contained herein, CBTS agrees to provide to Customer and Customer agrees to acquire from CBTS the Services and/or Products and/or Software on the terms and conditions set forth in this Agreement and in the applicable Related Agreements.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

**CBTS Technology Solutions LLC**

**Customer: City of Centerville, Ohio**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: Wayne S. Davis

Title: \_\_\_\_\_

Title: City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Address for Legal Notices:  
CBTS Technology Solutions LLC  
221 East Fourth Street  
Mail Stop 103-940  
Cincinnati, Ohio 45202  
Attn: Don Verdon

Address for Legal Notices:  
100 West Spring Valley Road  
Centerville, OH 45458-3759  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: City Manager



1. **Scope of Agreement.** Each Related Agreement will include applicable prices or fees, and will specify the Services, Products, or Software to be delivered by CBTS. Customer and CBTS agree that the terms and conditions of this Agreement will apply to all Services, Products, or Software provided to Customer, and each executed Related Agreement will be deemed incorporated into and made part of this Agreement.

The terms of this Agreement will prevail over any contrary provision in a Related Agreement unless the Related Agreement explicitly states that it prevails over this Agreement.

Subsidiaries and affiliates of CBTS, and any other current or future direct or indirect subsidiaries of the Cincinnati Bell Inc. parent company (together with CBTS, the "Affiliated Legal Entities") may transact business under this Agreement in their own names, and this Agreement, including all rights, benefits and obligations, shall extend and inure to the benefit of each such Affiliated Legal Entity. To the extent an Affiliated Legal Entity other than CBTS executes a Related Agreement with Customer, this Agreement shall be construed and interpreted with respect to the Services covered therein as if the Agreement had been executed directly between such Affiliated Legal Entity and Customer. For purposes of clarity, no Affiliated Legal Entity shall be responsible for, or assume any liability of, any other legal entity transacting business under this Agreement.

2. **Term.**

- 2.1 The term of this Agreement will commence on the Effective Date and will continue in full force and effect for the duration of each applicable Related Agreement executed hereunder, unless earlier terminated pursuant to the terms herein ("Term"). The execution of new Related Agreements following the expiration of the Term shall reinstate the terms of this Agreement.
- 2.2 Each Related Agreement will set forth an initial term of service. Unless explicitly stated otherwise in a Related Agreement, after the initial term, the Related Agreement will automatically renew on a month-to-month basis until terminated by either party upon thirty (30) days written notice to the other party except that CBTS may adjust pricing and fees at any time and from time to time.

3. **Change Request; Change Authorization.**

- 3.1 Customer may request a change to any Service under an applicable Related Agreement (a "Contract Change Request" or "CCR") at any time. The CCR must describe the proposed modification(s) to the Services and identify the priority of the request. By submitting a CCR, Customer authorizes CBTS to perform the required work to make the change. CBTS, however, reserves the right to review (e.g., to determine if the change is contemplated by, or within the scope of the Services covered by, an existing Related Agreement) and to approve, reject, or further negotiate the CCR. In the event that the CCR requires additional work by CBTS or affects delivery timelines, CBTS shall advise of the cost and timeline impact of the changes set out in the CCR for Customer's approval. The parties shall mutually execute each Contract Change Request.
- 3.2 If Customer owes CBTS a past due undisputed amount for Services, Products and/or Software, CBTS may, in its discretion, cease to accept or process any Change Requests. Alternatively, CBTS may, in its sole discretion, require pre-payment from Customer to cover the cost of performing any Change Request. These rights are in addition to all other rights and remedies provided for in this Agreement or the Related Agreement or at law or in equity.

4. **Purchase Orders, Acceptance, and Cancellation.**

- 4.1 Customer may order Products, Software and/or Services from CBTS by submitting a valid Purchase Order generated by Customer, specifying the Products, Software and/or Services, quantities, and applicable pricing, on the condition that when required by CBTS, Customer will also execute an applicable Related Agreement for the order. Customer warrants and represents that the Products, Software and/or Services purchased from CBTS are not for resale purposes but are purchased for Customer's own use. If during the Term of this Agreement Customer resells any Product, Software and/or Service purchased from CBTS, CBTS may at its election immediately suspend service to Customer and terminate this Agreement or any Related Agreement.
- 4.2 CBTS will notify Customer promptly if Customer's Purchase Order contains inaccuracies or if Products, Software or Services are unavailable, or available but at a different price. Once a Purchase Order is accepted by CBTS, and, where applicable, the Related Agreement is signed, CBTS will process the order. All Products and Software are subject to availability at the time of order acceptance. Customer acknowledges and understands that (i) Product backorders are not uncommon for Products in high demand; (ii) manufacturers periodically discontinue Products and Software and introduce new models or versions; and (iii) CBTS has no control over the timing of any Product or Software obsolescence, discontinued availability, or price changes.



- 4.3 The parties agree that any terms or conditions in Customer's purchase order or other document issued by Customer which are additional to or different than the terms and conditions in this Agreement or in a Related Agreement are not binding on CBTS, whether or not the additional or different terms would materially alter this Agreement.
- 4.4 Customer may cancel an order, in whole or in part, only with the written consent of CBTS. If CBTS so consents, Customer acknowledges that it will be responsible for any actual out-of-pocket expenses incurred by CBTS as a result of Customer's cancellation (including but not limited to fees for restocking, cancellation, and shipping) which CBTS will pass through to Customer without any markup.
5. **Delivery, Inspection, Acceptance and Returns.**
- 5.1 Products will be shipped FOB Origin unless otherwise specified with standard shipping charges added to the invoice. As CBTS is not the manufacturer of Products, CBTS cannot guarantee delivery by a set date, but all Products will be delivered on a commercially reasonable basis. Customer may request expedited delivery, where available, for an additional charge.
- 5.2 Customer shall inspect Products upon delivery and must notify CBTS of any damaged Products received within fifteen (15) days of delivery. CBTS will exchange or replace damaged Products in accordance with the CBTS Returns Policy, a copy of which is available from CBTS upon request, as such policy may from time to time be modified at the sole discretion of CBTS, and/or the then current return policy of the applicable manufacturer (collectively, the "**Return Policies**"). CBTS will accept return of new, unopened, non-configured Product in accordance with the Returns Policies. Custom made Products, special order items and cables cannot be returned unless defective. In the event of a conflict in terms, the applicable manufacturer return policy will supersede the CBTS Returns Policy.
6. **Invoices; Taxes; Payment.**
- 6.1 For Services, Customer will pay to CBTS the one-time (non-recurring) charges and/or the monthly (recurring) charges as set forth in the applicable Related Agreement. Unless otherwise specified in the applicable Related Agreement, CBTS will render invoices on a monthly basis.
- 6.2 For Product or Software purchases, CBTS will send an invoice to Customer when Products or Software licenses are shipped to Customer. The charges for CBTS-performed configuration (if any), shipping, or other specified charges will be added to the CBTS invoice.
- 6.3 Customer will pay all applicable taxes, regulatory fees, interexchange carrier charges, and surcharges relating to the Services, Products, and Software (including but not limited to sales, use, value added, personal property, and USF) other than taxes based on CBTS' net income. If Customer is tax exempt, Customer shall provide CBTS with a copy of its tax exemption certificate before CBTS begins invoicing.
- 6.4 Invoices are due and payable in U.S. dollars within thirty (30) days of the date on the invoice, unless the parties otherwise agree in writing. Payments not received by the due date are considered past due. CBTS reserves the right to impose a late charge of one and one-half percent (1½%) per month (18% per annum)(but not more than the maximum rate permitted by law) on all undisputed past due amounts. CBTS reserves the right to suspend performance of Services and/or suspend delivery of Products or Software if Customer owes an undisputed past due amount to CBTS, and to pursue any other right or remedy that CBTS may have in law or equity. Customer acknowledges and agrees that restrictive endorsements or other statements on checks will not be binding on CBTS.
- 6.5 If Customer in good faith disputes any portion of a CBTS invoice, Customer shall, within thirty (30) days following the invoice date, remit to CBTS full payment of the undisputed portion of the invoice, and notify CBTS in writing of such dispute in sufficient detail to identify and substantiate the disputed amount. If Customer does not report a billing dispute within sixty (60) days following the invoice date, Customer shall have waived its right to dispute that invoice. CBTS and Customer agree to use their respective commercially reasonable efforts to resolve any billing dispute within thirty (30) days after CBTS receives written notice of the dispute from Customer. Any disputed amounts subsequently resolved in favor of Customer shall be credited to Customer's account on the next invoice following resolution of the dispute. Any disputed amounts determined to be payable to CBTS will be due within fourteen (14) days of the resolution of the dispute.
7. **Security Interest.** CBTS hereby reserves a purchase money security interest in the Products and Software to secure payment of the purchase price, license fees and any related installation charges. The security interest will continue in effect until such amounts are paid in full by Customer.
8. **Export Control.** Customer acknowledges that the export of certain Products or Software is subject to laws of the U.S. and foreign governments, including the export control restrictions contained in the U.S. Export Administration Act. Customer warrants that it shall not export any Product or Software without obtaining all required government authorizations and licenses, and shall comply with all applicable export control laws.

9. **Software Licenses.** All Software distributed or licensed by CBTS is subject to applicable license agreements (i.e., End User License Agreement or "EULA") between the Software publisher and Customer. CBTS will convey to Customer the requisite license rights and EULA terms and conditions with respect to the Software, as applicable. Customer's compliance with any Software publisher EULA is Customer's responsibility. Customer agrees to comply with and be bound by the terms and conditions of the applicable EULA. If any Software is subject to shrink-wrap, click-through, on screen or similar license agreements that must be accepted during any installation or configuration service performed for Customer by CBTS, Customer shall accept the terms of such agreements and/or authorizes CBTS to accept the terms of such agreements on behalf of Customer.
10. **Product and Software Warranties and Exclusions; Assumption of Risk.**
- 10.1 CBTS shall pass through to Customer all Product and Software warranties from the equipment manufacturer or software publisher to the extent permitted by such manufacturer or publisher, which will be described in separate documents or on the manufacturer's or publisher's website. CBTS does not provide any additional warranties on Products or Software. CBTS can assist Customer with obtaining extended warranties or service or support agreements, where available, on purchased Products and Software at Customer's request.
- 10.2 Unless otherwise expressly provided in this Agreement or in an applicable Related Agreement, CBTS is not the manufacturer or developer of any Product or Software, and CBTS makes no warranties, express or implied, with respect to any Product or Software. SPECIFICALLY, BUT WITHOUT LIMITATION, CBTS DISCLAIMS AND MAKES NO WARRANTY TO CUSTOMER, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, FREEDOM FROM INFRINGEMENT CLAIMS OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT OR SOFTWARE.
- 10.3 Customer shall cooperate with and assist CBTS by providing to CBTS such information and access to Customer's facilities, equipment, databases, software (collectively, "CPE"), personnel and other resources as may be required and/or described in the applicable Related Agreement, or as CBTS may reasonably request that is required for CBTS to implement and/or perform the Services. CBTS will comply with Customer's physical security and safety regulations at Customer's site as provided to CBTS in advance. Unless provided as part of the Service pursuant to a Related Agreement, Customer shall solely be responsible for the supply (including obtaining necessary licenses and authorizations), installation and maintenance of any CPE that is necessary to receive the Services. Customer is solely responsible for ensuring that all CPE is compatible with CBTS' equipment where required to provide the Services. CBTS is not responsible for any changes to the Services that render CPE incompatible or necessitate an update or upgrade to the CPE.
- 10.4 All material, equipment, or software required for Customer to use the Services, Products or Software and made available to Customer by CBTS ("CBTS Provided Equipment") shall at all times be and remain the exclusive property of CBTS (or its third party providers). Upon termination or expiration of the applicable Related Agreement, Customer shall return the CBTS Provided Equipment to CBTS in good working condition at Customer's expense, normal wear and tear excepted. The CBTS Provided Equipment does not include the Products or Software purchased pursuant to this Agreement or the CPE. Customer shall be responsible for the loss of or damage to the CBTS Provided Equipment except if caused by the negligence or willful misconduct of CBTS or its third party providers.
- 10.5 In addition, unless explicitly provided therein, the warranties in Section 10.1 do not cover and Customer is liable for the cost of services required to repair damages, malfunctions, or failures caused by: (i) Customer's failure to follow CBTS' or the manufacturers' written operation or maintenance instructions as applicable and provided to Customer or published on the manufacturer's website; (ii) Customer's unauthorized repair, modifications, or relocation of CBTS Provided Equipment or the attachment of any non-CBTS Provided Equipment; and (iii) Customer's abuse, misuse or negligent acts.
- 10.6 Customer is responsible for: (i) use of the Services by its authorized users and any unauthorized access that occurs other than as a result of CBTS' negligence or willful misconduct; (ii) ensuring its users use the Services in accordance with any acceptable use policy established by CBTS from time-to-time, any applicable EULA, and in compliance with all applicable laws and regulations; and (iii) providing the necessary power and other infrastructure at Customer's locations as required to receive the Services.
- 10.7 CBTS is not responsible for its inability to provide the Services to the extent caused by Customer's failure to comply with its obligations under this Agreement or any Related Agreement.
11. **Service Warranties and Exclusions.**
- 11.1 CBTS warrants to Customer that the Services will be performed in a workmanlike and professionally diligent manner by qualified individuals and that the Services will (for the term of the applicable Related Agreement) materially conform to all requirements and specifications identified in the applicable Related Agreement.
- 11.2 If CBTS fails to perform any Professional Services as warranted, Customer shall notify CBTS promptly of such (and in no event later than fifteen (15) days after the date such nonconforming Professional Services were rendered) with a

reasonably detailed description of the nature of the nonconformity. Within thirty (30) days after receipt of such written notification, as Customer's sole remedy, CBTS will re-perform such nonconforming Professional Services at no additional charge to Customer or, if such re-performance fails to provide Professional Services as warranted, CBTS will refund any fees paid to CBTS to the extent attributable to such nonconforming Professional Services.

- 11.3 EXCEPT AS STATED ELSEWHERE IN THIS AGREEMENT, ALL TECHNOLOGICAL SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. NOTWITHSTANDING ANYTHING STATED IN THIS AGREEMENT OR IN ANY RELATED AGREEMENT, CBTS DISCLAIMS AND MAKES NO EXPRESS OR IMPLIED WARRANTIES OF PERFORMANCE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CBTS SHALL NOT BE LIABLE TO THE EXTENT THAT A SERVICE BREACH RESULTS FROM ANY ACT OR OMISSION OF CUSTOMER, ITS EMPLOYEES, OR AGENTS.
- 11.4 In the event that CBTS (or an applicable third party manufacturer, publisher or service-provider in the case of third party Products, Software or Services) chooses to end of life any of the Products, Software or Services provided to Customer, CBTS will provide Customer with reasonable notice of such intention and will work with the Customer to migrate to a comparable alternative Product, Software or Service. If Customer chooses not to so migrate then the applicable Related Agreement shall be terminated effective as of the end of life date (or such other date as CBTS and the Customer may reasonably agree on) without the requirement for Customer to pay any early termination fees.

## 12. Limitation of Liability.

- 12.1 To the maximum extent permitted by law, the limitations set forth in this Section 12 will apply to any and all claims and causes of action, regardless of whether such claims arise in contract, tort (including, without limitation, CBTS' negligence), strict liability, indemnification or any other legal theory. Furthermore, Customer acknowledges that CBTS has agreed to the applicable pricing and negotiated this Agreement in reliance upon the limitations of liability and disclaimers of warranties contained in this Agreement and that such limitations and disclaimers form an essential basis of the bargain between the parties.
- 12.2 NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY UNDER ANY CLAIM OR CIRCUMSTANCE (INCLUDING WITHOUT LIMITATION ANY CIRCUMSTANCE INVOLVING A FINDING THAT A WARRANTY OR REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE) FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES FOR INTERRUPTION OR LOSS OF USE, LOSS OF DATA, LOST PROFITS OR REVENUES, OR LOST GOODWILL) ARISING OUT OF OR RELATING TO THIS AGREEMENT EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 12.3 Notwithstanding anything contained herein or elsewhere, with respect to any claims or causes of action arising from any actual or alleged breach by CBTS of this Agreement or any Related Agreement or in any way related to any Services, Products, or Software, the recovery and damages available to Customer shall be limited to, and CBTS' maximum exposure shall not exceed, the following: (i) for Technological Services, an amount equal to the monthly recurring charges paid by Customer during the preceding six (6) months for the Technological Services at issue, (ii) for Professional Services, an amount equal to the fees paid by Customer for the Professional Services at issue, and (iii) for Products or Software, an amount equal to the purchase price or license fees paid by Customer for the Products or Software at issue. This limitation of liability is cumulative and not per incident.

## 13. Indemnification.

- 13.1 Any indemnification related to claims of infringement by Products or Software must come from the equipment manufacturer or software developer, as applicable.
- 13.2 If Customer is, or in CBTS' reasonable judgment may be, the subject of a valid third party claim of infringement against Customer which relates to any Technological Service provided by CBTS then CBTS shall, in its sole discretion, do any of the following as Customer's sole and exclusive remedy: (i) provide substantially similar substitute Technological Service(s); (ii) obtain, at CBTS' expense, rights as required to continue to provide the Technological Service(s); or (iii) terminate Customer's right to receive the Technological Service(s) and refund to Customer the monthly recurring charges paid for the infringing Technological Service(s) under the affected Related Agreement, pro-rated over the number of months which have elapsed since the effective date of the Related Agreement.
- 13.3 CBTS shall also indemnify, defend, and hold harmless the Customer (indemnified party), its affiliates, directors, officers, employees, agents, licensors, vendors, or subcontractors from and against any death, injury or damage to physical property resulting from the indemnifying party's willful misconduct or grossly negligent acts or omissions, to the extent

such damages do not result from or are not caused by the willful misconduct or gross negligence of the indemnified party, its employees or agents.

- 13.4 A party's obligation to indemnify and defend the other with respect to any claim will be subject to: (i) the indemnified party providing the indemnifying party with prompt written notice of such claim; (ii) the indemnified party, at its expense, having the right to participate in the defense and settlement thereof; and (iii) the indemnified party providing the indemnifying party with the information and assistance necessary to defend or settle such claim as reasonably requested by the indemnifying party. The indemnifying party may settle such claim or proceeding with the prior written consent of the indemnified party, which consent shall not be unreasonably withheld or delayed provided that where the indemnified party is a named defendant or respondent, the indemnified party shall have the right to reject settlement or other disposition of the claim involving or requiring admission or acknowledgement of wrongdoing by or liability on the part of the indemnified party.
14. **Independent Contractor.** CBTS shall perform its obligations under this Agreement and the Related Agreements as an independent contractor and not as an employee of Customer. Neither party will have, with respect to the other party or any of its employees, consultants or subcontractors, any obligation with respect to worker's compensation, insurance, social security, withholding tax nor any other expense customarily paid by an employer with respect to an employee. Nothing contained herein shall create or be construed as creating a partnership, joint venture, agency, or any similar relationship between CBTS and Customer. Neither party shall have the authority to, nor shall any party attempt to, create any obligation on behalf of the other party.
15. **Non-Solicitation.** Throughout the Term of this Agreement and for a period of one (1) year thereafter, both parties agree not to directly solicit or hire any of the other party's employees with whom it has had contact in connection with the performance of this Agreement, unless the hiring party obtains the prior written consent of the other party. Should a party hire an employee or agent of the other party through employment or otherwise within this time period without the other party's prior written consent, the hiring party shall immediately pay as liquidated damages to the other party an amount equal to the employee's or agent's then current annual compensation. The restrictions in this Section will not preclude the parties from employing any such person who contacts the other party through his or her own initiative, or pursuant to a generally circulated public advertisement or other employment search.
16. **Confidential Information.** Subject to Ohio's Public Records Act and during the term of this Agreement and for five (5) years thereafter, neither party shall disclose any terms or pricing contained in this Agreement or any Related Agreement or any confidential or proprietary information disclosed by the other party ("Confidential Information"). Confidential Information includes all information that ought to reasonably be deemed confidential, or that is labeled, marked or identified as either "Confidential" or "Proprietary". Notwithstanding the foregoing, all information concerning CBTS' pricing, technical, scientific, and financial information is hereby deemed to be Confidential Information regardless of whether it is marked as such. To the extent allowed by Ohio's Public Records Act, Confidential Information may not be disclosed to any person or entity except to the recipient's employees, contractors, lenders and/or other advisors who have a need to know and who are bound in writing to protect the information from unauthorized use or disclosure. The recipient shall use the Confidential Information only for the purposes of this Agreement and shall protect it from disclosure using the same degree of care used to protect its own confidential or proprietary information, but in no event less than a reasonable degree of care. Confidential Information does not include any information which: (i) was already known to the receiving party free of any obligation to keep it confidential at the time of its disclosure; (ii) becomes publicly known through no wrongful act of the receiving party; (iii) is rightfully received from a third party without knowledge of any confidential obligation; (iv) is independently acquired or developed without violating any of the obligations under this Agreement; or (v) is approved for release by written authorization of the disclosing party. Further, the recipient may disclose Confidential Information pursuant to a judicial or governmental request, requirement or order. The recipient, however, shall take all reasonable steps to give the disclosing party sufficient prior notice to contest such request, requirement or order. Confidential Information shall remain the property of the disclosing party and shall be returned to the disclosing party or destroyed upon request of the disclosing party or termination of this Agreement. To the extent that the Services require CBTS to have access to personal information of Customer or its affiliates and subsidiaries (including any of its and their respective employees and customers), Customer represents and warrants that it has secured the necessary consents and authorizations required for CBTS to use such personal information in the context of the provision of the Services.
17. **Offsite Storage of Data.** In connection with the protection of Customer's data, CBTS may contract with a third party for the offsite storage of Customer's data. Customer hereby authorizes CBTS to store its data at a location other than a CBTS data center, and any such offsite storage shall not be deemed to be a breach of the confidentiality provisions.
18. **Customer Proprietary Network Information (CPNI).** Under U.S. law, Customer has a right and CBTS has a duty to protect the confidentiality of information regarding the telecommunications services Customer buys from CBTS, including the amount, type, and destination of Customer's service usage; the way CBTS provides services to Customer; and



Customer's calling and billing records (collectively, "Customer Propriety Network Information" or "CPNI"). Customer hereby consents to CBTS sharing its CPNI with the CBTS Legal Entities, as well as CBTS agents and authorized sales representatives, to develop or bring new products or services to Customer's attention; Customer further agrees that the foregoing parties may communicate these new products and services via email. This consent survives the termination of Services provided to Customer and is valid until Customer affirmatively revokes or limits such consent. In addition, CBTS may monitor Customer's use of the Services as required for legal or regulatory purposes or as required to provide the Services.

19. **Regulatory Service Agreements and Tariffs.** The terms and conditions of this Agreement and any Related Agreement are in addition to the applicable regulations and rates set forth in any applicable regulatory service agreements and tariffs. In the event of any conflict between the terms of this Agreement and applicable regulatory requirements, the parties agree to negotiate in good faith to resolve the conflict.
20. **Injunctive Relief.** Any breach or threatened breach of a party's obligations under this Agreement or any Related Agreement (including its obligation to protect Confidential Information) could cause irreparable harm to the non-breaching party, the financial amount of which would be extremely difficult to estimate. Accordingly, it is agreed that injunctive relief is appropriate for any such breach or threat of such breach. Such remedy will not be deemed to be the exclusive remedy for any such breach but will be in addition to all other remedies at law or in equity.
21. **Intellectual Property; License.** The Services incorporate and include certain intellectual property rights of CBTS and its licensors, embodied in hardware, software, documentation, support and employee expertise ("Intellectual Property"). For the Term of, and for purposes of, the applicable Related Agreement for Services, in addition to any licensing terms set out in a EULA applicable to the Intellectual Property, Customer shall have a limited, non-exclusive, non-transferable license to this Intellectual Property solely for Customer's use of the Services. The Intellectual Property or any derivative or by-product thereof may not be used, sub-licensed, re-sold, rented, or distributed by Customer to any other party. Customer hereby agrees that it will not: (i) decompile, reverse engineer, disassemble, or otherwise reduce the Intellectual Property to a human-perceivable form; (ii) modify, destroy, rent, lease, loan, sell, or distribute all or any part of the Intellectual Property; (iii) create derivative works based in whole or in part upon the Intellectual Property; (iv) subject to Ohio's Public Records Act, disclose to any third party any unique ideas or elements developed by CBTS which are reflected in the Services, the manner by which the Services operate, or the content of the Services; (v) assist the development of competing Services using the Intellectual Property, or (vi) knowingly permit any other firm or individual to take or perform any action that Customer, in this Section, has agreed not to take. Customer shall have no right, title or interest in or to any network address or identifier (such as IP address or host name) that CBTS uses in the course of providing Services to the Customer and agrees that CBTS may change any such address or identifier by providing notice to Customer. CBTS shall have no ownership rights in any content or data Customer transmits or stores using the Services, however Customer acknowledges that CBTS may remove content or data from the Services if required pursuant to applicable law. To the extent that the Services require CBTS to have access to Customer's intellectual property, Customer grants CBTS a royalty-free, transferable and sub-licensable license to use the Customer's intellectual property solely for the purposes of providing the Services.
22. **Trademarks; Service Marks; Name and Advertising.** Each party acknowledges that it will acquire no rights in any trademark, service mark, trade name, or other Intellectual Property used or owned by the other party by reason of this Agreement and will take no action that violates this acknowledgement. Neither party will use any trademark, service mark, trade name, nor other Intellectual Property used or owned by the other party without the prior written consent of such other party. Each party will submit to the other party all advertising, press releases, and other publicity matters relating to this Agreement in which such other party's name or mark is mentioned or language from which the connection of the name or mark may be inferred or implied and will not publish or use such advertising, sales promotion, press releases, or publicity matters without the other party's prior written approval.
23. **Assignment; Subcontracting.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may, upon written notice to the other party, assign its rights and obligations under this Agreement to one or more of its affiliates or subsidiaries or to any party acquiring substantially all of its assets. If Customer is merged with, acquired by, or acquires a competitor of CBTS then CBTS shall have the option to terminate this Agreement upon such merger or acquisition. CBTS may subcontract any or all of the Services to be performed under this Agreement provided, however, CBTS shall remain responsible for the performance of such subcontractors and their adherence to this Agreement or Related Agreements. This Agreement will be binding upon and inure to the benefit of the successors and permitted assigns of both parties.
24. **Notices.** All notices hereunder must be in writing and will be conclusively deemed to have been received by a party hereto if: delivered personally to such party; or sent by recognized overnight courier service or e-mail with tracking capabilities, or by certified or registered mail, return receipt requested, postage prepaid, addressed to such party at the address set forth

on page 1 or to such other address as either party may give to the other in writing for such purpose. All notices will be effective upon receipt. Changes to the addresses of the parties must be given in accordance with the foregoing methods and will be deemed effective upon receipt.

25. **Dispute Resolution; Binding Arbitration.** The parties will attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement or any Related Agreement. In the event resolution cannot be reached, the disputing party shall give the other party written notice of the dispute. If the parties still fail to resolve the dispute within thirty (30) days of receiving such written notice, either party may seek arbitration. Except for proceedings requesting equitable remedies, all disputes shall be finally settled by binding arbitration in Centerville, Ohio by a single, mutually agreeable arbitrator, who is knowledgeable in the information technology field pursuant to rules and procedures of the JAMS then in effect when the claim is filed. The parties agree that this Agreement evidences a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. The arbitrator's decision and award will be final and binding. The arbitrator may, as a part of the arbitration award, permit the substantially prevailing party to recover all or part of its legal fees and other out-of-pocket costs incurred in connection with such arbitration. An arbitrator may award any relief or damages (including injunctive or declaratory relief) that a court could award, except an arbitrator may not award relief in excess of or contrary to what this Agreement provides and may not order relief on a consolidated, class-wide, or representative basis. All administrative fees and expenses of arbitration will be divided equally between Customer and CBTS, and each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration.
26. **Termination.**
- 26.1 Either party may terminate this Agreement or any Related Agreement if the other party fails to perform or comply with any material term or condition of this Agreement or any Related Agreement and such failure continues un-remedied for thirty (30) days after the defaulting party's receipt of written notice thereof from the non-defaulting party specifying the failure. In addition, CBTS may suspend Services or terminate this Agreement and any Related Agreement if Customer fails to pay any undisputed amount which is due to CBTS under this Agreement or any Related Agreement within fifteen (15) days after receipt of written notification from CBTS of non-payment. CBTS may also terminate this Agreement and any Related Agreement immediately if Customer engages in any misuse of the Products, Software or Services, or practices which are illegal. In addition to CBTS other rights and remedies, CBTS may in its sole discretion assess all termination fees and charges described in Section 26.3 if CBTS terminates this Agreement under this Section. Any accrued rights to payment and other remedies for breach of this Agreement will survive termination of this Agreement and any Related Agreement, regardless of the cause for termination.
- 26.2 Either party shall have the right to terminate this Agreement or any Related Agreement immediately, without further obligation or liability, if: the other party becomes insolvent or ceases its normal business operations; voluntary or involuntary proceedings are commenced under any bankruptcy, reorganization, or other similar laws of any jurisdiction by or against the other party; any order is made or any resolution is passed for the winding up, liquidation, or dissolution of the other party; a receiver is appointed for it or its property; any of its goods or properties are taken in execution; or, it makes a general assignment for the benefit of creditors.
- 26.3 Customer may terminate this Agreement or any Related Agreement for convenience at any time upon thirty (30) days written notice to CBTS. Unless otherwise expressly provided in an applicable Related Agreement, if Customer terminates this Agreement or a Related Agreement for convenience prior to the end of the Term, Customer is responsible for: (i) one hundred percent (100%) of all deferred payments and a pro-rata portion of any charges previously waived by CBTS; (ii) one hundred percent (100%) of all third party charges incurred as a result of the termination; (iii) all incurred or outstanding amounts under all invoices; and (iv) an early termination fee equal to fifty percent (50%) of its Monthly Recurring Charges identified in the terminated Related Agreement(s) multiplied by the number of months remaining in the term of the terminated Related Agreement(s). Customer will pay such amounts owed and termination fees within thirty (30) days after the termination date. Customer acknowledges that these termination fees are a genuine pre-estimate of the damages CBTS will incur as a result of the termination.
- 26.4 If CBTS reasonably deems it necessary as a result of a substantiated concern relating to CBTS' networks or its provision of services to other customers, CBTS may at any time and without notice restrict or suspend Customer's access to the Services.
27. **Survival.** All provisions of this Agreement which expressly or by their nature are intended to survive termination or expiration of this Agreement will survive termination or expiration of this Agreement.
28. **Governing Law and Jurisdiction; Limitations.** Subject to Section 25 of this Agreement, this Agreement, all rights and obligations between the parties to this Agreement, and any and all claims arising out of or relating to the subject matter of this Agreement, will be governed by the laws of the State of Ohio, without regard to its conflicts of law principles. The parties agree that any legal action or proceeding with respect to this Agreement or any Related Agreement will be brought

and maintained only in the courts of Montgomery County, Ohio or the United States District Court for the Southern District of Ohio, and each party submits to the jurisdiction of such courts. The parties waive to the fullest extent permitted by law any objection (including inconvenience of forum) they may now or hereafter have to the venue in any such action or proceeding in any such court. Any arbitration or legal action between the parties arising under this Agreement or any Related Agreement must be filed within two (2) years after the occurrence of the event giving rise to such cause of action.

29. **Entire Agreement; Amendments.**

29.1 This Agreement and any Related Agreement(s) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all proposals, oral or written, all negotiations, discussions, and all past dealings between the parties relating to the subject matter hereof. Each party acknowledges and agrees that no employee, officer, agent, or representative of the other party has the authority to make any representations, statements, or promises in addition to or different than those contained in this Agreement and any Related Agreement, and that it is not entering into this Agreement or any Related Agreement in reliance upon any representation, statement, or promise of the other party not expressly stated in this Agreement or any Related Agreement.

29.2 This Agreement may be amended only in writing, executed by an authorized representative of each party.

30. **Force Majeure.** Except for the obligation to make payments for amounts due, neither party shall be liable to the other nor deemed in default of this Agreement if and to the extent that such party's performance of this Agreement is delayed or prevented due to a Force Majeure event. The term "**Force Majeure**" means an occurrence that is beyond the reasonable control of the party affected and occurs without its fault or negligence, including but not limited to acts of God, fire, explosion, earthquake, flood, storm, lightning, or other similar catastrophe; vandalism; cable cut; cyber-attack; any law or regulation of any governmental entity, court, or civil or military authority having jurisdiction over either of the parties; national emergencies, terrorism, insurrections, riots or wars; strikes or lockouts; or manufacturers' shortages or constraints. In the event of such a delay or inability to perform, the time for performance will be extended for a period of time equal to the length of the Force Majeure event. Notwithstanding the foregoing, if CBTS is unable to deliver Services for seven (7) consecutive days due to a Force Majeure event, Customer shall not be obligated to pay CBTS for the affected Services for so long as CBTS is unable to deliver.

31. **Legality; Enforceability.** If any provision contained in this Agreement is held to be invalid or illegal in any respect, such invalidity or illegality will not affect any other provision hereof, this Agreement will be construed as nearly as possible to reflect the original intentions of the parties, and all other provisions will remain in full force and effect.

32. **Request for Information.** If CBTS and/or its Affiliates are required to provide information or documentation (including but not limited to requests for information made by Customer or its employees or customers) issued by a court or governing body of competent jurisdiction (or made pursuant to a subpoena) in any form (including but not limited to electronically stored information) related to the Services, Products, Software and/or relationship with Customer, then Customer shall be responsible for CBTS' reasonable costs to comply.

33. **Publicity.** Customer agrees that CBTS may use Customer's name in a reasonable manner for the purpose of references, presentations, and Customer identification lists, brochures, manuals and marketing.

34. **No Third-Party Beneficiaries.** This Agreement and all Related Agreements are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement or any Related Agreement.

35. **Waiver.** The waiver by a party of any breach of this Agreement by the other party will not operate as a waiver of subsequent breaches of the same or different kind. The failure of a party to exercise any rights under this Agreement in a particular instance will not operate as a waiver of such party's right to exercise the same or different rights in subsequent instances. No course of dealing or failure by any party to strictly enforce any term, right or condition of this Agreement or any Related Agreement will be construed as a waiver of such term, right or condition.

36. **Election of Remedies.** Except as otherwise expressly stated, the rights and remedies of a party with respect to any failure of the other party to comply with the terms or conditions of this Agreement (including, without limitation, termination rights) are not exclusive, and the exercise thereof will not constitute an election of remedies.

37. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which will be an original and all of which together will constitute one and the same agreement.

38. **Headings.** Headings are for convenience of reference only and will in no way affect interpretation of this Agreement.



## QUOTE : Q-00039743 for City Of Centerville

Please reference this Quote# on your Purchase Order

**Created On:** 08/19/2020

**Expiration Date:** 09/16/2020

**Client:** City Of Centerville

**Address:**

, ,

**Contact:** Larry Rover

**Phone:** (937) 428-4722

**E-mail:** lrover@centervilleohio.gov

**Primary Rep:** Chris Schoeny

**Phone:** (513) 397-5974

**E-mail:** chris.schoeny@cinbell.com

**Inside Rep:** Stan Volgershteyn

**Phone:** (440) 569-2368

**E-mail:** stan.volgershteyn@cbts.com

**For updated W9 information, please click the following link: [CBTS System Updates](#)**

Line	QTY	Part Description	Unit Price	Ext. Price
1	1	<b>210-ALZE</b> PowerEdge R440 Server	8,476.36	8,476.36
2	1	<b>384-BCHR</b> PowerEdge R440 MLK Motherboard V2	0.00	0.00
3	1	<b>461-AAEM</b> Trusted Platform Module 2.0	0.00	0.00
4	1	<b>321-BCUU</b> 3.5 Chassis with up to 4 Hot Plug Hard Drives	0.00	0.00
5	1	<b>405-AAOM</b> Internal PERC	0.00	0.00
6	1	<b>340-BSFX</b> PowerEdge R440 Shipping	0.00	0.00
7	1	<b>340-COSM</b> PowerEdge R440 x4 Shipping Material, V2	0.00	0.00
8	1	<b>389-DSXL</b> PowerEdge R440 CE, CCC, BIS Marking	0.00	0.00
9	1	<b>338-BSDL</b> Intel Xeon Silver 4214 2.2G, 12C/24T, 9.6GT/s, 16.5M Cache, Turbo, HT (85W) DDR4-2400	0.00	0.00
10	1	<b>374-BBBX</b> No Additional Processor	0.00	0.00
11	1	<b>412-AAJT</b> Standard Heat Sink	0.00	0.00
12	1	<b>370-AAIP</b> Performance Optimized	0.00	0.00
13	1	<b>780-BCDI</b> No RAID	0.00	0.00
14	1	<b>405-AAOE</b> PERC H730P RAID Controller, 2GB NV Cache, Adapter, Low	0.00	0.00



Line	QTY	Part Description	Unit Price	Ext. Price
		Profile		
15	1	<b>619-ABVR</b> No Operating System	0.00	0.00
16	1	<b>421-5736</b> No Media Required	0.00	0.00
17	1	<b>385-BBKT</b> iDRAC9,Enterprise	0.00	0.00
18	1	<b>379-BCQV</b> iDRAC Group Manager, Enabled	0.00	0.00
19	1	<b>379-BCSF</b> iDRAC,Factory Generated Password	0.00	0.00
20	1	<b>330-BBHL</b> Riser Config 1, 1 x 16 FH	0.00	0.00
21	1	<b>542-BBBP</b> On-Board LOM	0.00	0.00
22	1	<b>429-ABBF</b> No Internal Optical Drive for x4 and x8 HDD Chassis	0.00	0.00
23	1	<b>450-AGOY</b> Dual, Hot Plug, Redundant Power Supply (1+1), 550W	0.00	0.00
24	1	<b>325-BCHH</b> Standard Bezel	0.00	0.00
25	1	<b>350-BBKT</b> Dell EMC Luggage Tag	0.00	0.00
26	1	<b>350-BBKQ</b> Quick Sync 2 (At-the-box mgmt)	0.00	0.00
27	1	<b>384-BBBL</b> Performance BIOS Settings	0.00	0.00
28	1	<b>800-BBDM</b> UEFI BIOS Boot Mode with GPT Partition	0.00	0.00
29	1	<b>770-BCKT</b> ReadyRails Sliding Rails With Cable Management Arm	0.00	0.00
30	1	<b>631-AACK</b> No Systems Documentation, No OpenManage DVD Kit	0.00	0.00
31	1	<b>332-1286</b> US Order	0.00	0.00
32	1	<b>815-3441</b> Dell Hardware Limited Warranty Plus Onsite Service	0.00	0.00
33	1	<b>815-3515</b> ProSupport Plus: Next Business Day Onsite Service After Problem Diagnosis, 3 Years	0.00	0.00
34	1	<b>815-3516</b> ProSupport Plus: 7x24 HW/SW Technical Support and	0.00	0.00



Line	QTY	Part Description	Unit Price	Ext. Price
		Assistance, 3 Years		
35	1	<b>951-2015</b> Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	0.00	0.00
36	1	<b>900-9997</b> On-Site Installation Declined	0.00	0.00
37	1	<b>370-AEVR</b> 3200MT/s RDIMMs	0.00	0.00
38	6	<b>370-AEVO</b> 8GB RDIMM, 3200MT/s, Single Rank	0.00	0.00
39	2	<b>400-BHJO</b> 1.92TB SSD SATA Mixed Use SED 6Gbps 512e 2.5in with 3.5in HYB CARR Hot-Plug HK6-V, 3 DBW 10512 TBW	0.00	0.00
40	2	<b>400-AZUN</b> 480GB SSD SATA Mix Use 6Gbps 512 2.5in Hot-plug AG Drive,3.5in HYB CARR, 3 DWPD, 2628 TBW	0.00	0.00
41	1	<b>540-BBYT</b> Broadcom 57416 Dual Port 10 GbE BaseT Network LOM Mezz Card	0.00	0.00
42	1	<b>403-BBLU</b> Emulex LPE 31002 Dual Port 16Gb Fibre Channel HBA, PCIe Full Height	0.00	0.00
43	2	<b>450-AALV</b> Power Cord - C13, 3M, 125V, 15A (North America, Guam, North Marianas, Philippines, Samoa, Vietnam)	0.00	0.00
<b>SUBTOTAL</b>			USD	8,476.36

<b>QUOTE TOTAL</b>	USD	8,476.36
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\*\* Taxes Not Included In Total \*\*

The information and pricing in this proposal shall not be disclosed outside of the opportunity this quote is being offered and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to CBTS as a result of or in connection with the submission of this proposal, the client shall have the right to duplicate, based upon the license rights held by CBTS. This restriction does not limit the right of the client to use information contained in the data if it is obtained from another source without restriction.



## QUOTE : Q-00040718 for City Of Centerville

Please reference this Quote# on your Purchase Order

**Created On:** 08/27/2020

**Expiration Date:** 09/24/2020

**Client:** City Of Centerville

**Address:**

, ,

**Contact:** Larry Rover

**Phone:** (937) 428-4722

**E-mail:** lrover@centervilleohio.gov

**Primary Rep:** Chris Schoeny

**Phone:** (513) 397-5974

**E-mail:** chris.schoeny@cinbell.com

**Inside Rep:** Stan Volgershteyn

**Phone:** (440) 569-2368

**E-mail:** stan.volgershteyn@cbts.com

**For updated W9 information, please click the following link: [CBTS System Updates](#)**

Line	QTY	Part Description	Unit Price	Ext. Price
1	1	<b>E2812</b> TITLE	0.00	0.00
2	1	<b>E-X5724A-0E-C</b> Enclosure,2U-12,DE212C,Empty,2PSU,913W,0E,-C	824.07	824.07
3	2	<b>E2800A-8GB-FC-0E-C</b> E2800A,8GB Cntrlr,No HIC,16Gb FC,2-pt,-C	2,234.07	4,468.14
4	12	<b>E-X4127A-0E-C</b> DSK DRV,8TB,7.2k,12Gb,Non-FDE,DE212C,0E,-C	426.05	5,112.60
5	960	<b>OS-SANTRICITY1-CAP1-0E-C</b> OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,0E,-C	2.19	2,102.40
6	12	<b>X-48895-00-0E-R6-C</b> SFP,10Gb iSCSI/16Gb FC,Unified,E-Series,0E,-C	164.81	1,977.72
7	2	<b>X-00061-00-0E-C</b> Battery,E2800,E5700,0E,-C	92.71	185.42
8	1	<b>DOC-DE2XXC-SYS-C</b> Install Documents,System,DE212C,DE224C,-C	0.00	0.00
9	1	<b>X-52197-00-0E-C</b> Power Cords,In-Cab,2m,C14-C13,E-Series,0E,-C	21.84	21.84
10	2	<b>X-56025-00-0E-C</b> HIC,E2800,16G FC/10GbE,4-ports,-C	593.33	1,186.66
11	1	<b>CS-A2-4R</b> SupportEdge Standard Part Replace 4hr	1,524.25	1,524.25
12	1	<b>DE212C-E2800-EXP</b> Header line	0.00	0.00
13	1	<b>E-X5723A-DM-0E-C</b> Encl,2U-12,DE212C,Empty,2PSU,913W,DM,0E,-C	824.07	824.07
14	2	<b>E-X5720A-0E-C</b> IOM12,SAS,12Gb,E-Series,0E,-C	545.94	1,091.88



Line	QTY	Part Description	Unit Price	Ext. Price
15	12	<b>E-X4127A-0E-C</b> DSK DRV,8TB,7.2k,12Gb,Non-FDE,DE212C,0E,-C	426.05	5,112.60
16	960	<b>OS-SANTRICITY1-CAP1-0E-C</b> OS Enable,Per-0.1TB,SANTRCTY,Cap-Stor,0E,-C	2.19	2,102.40
17	1	<b>X-52197-00-0E-C</b> Power Cords,In-Cab,2m,C14-C13,E-Series,0E,-C	21.84	21.84
18	4	<b>X-26007-00-0E-C</b> Cable,miniSAS HD-miniSAS HD,SAS3,3m,0E,-C	82.41	329.64
19	1	<b>CS-A2-4R</b> SupportEdge Standard Part Replace 4hr	1,029.40	1,029.40
20	12	<b>X-26010-00</b> Cable,Host,Optical,LC/LC,OM4,2m	59.74	716.88
21	6	<b>X6561-R6</b> Cable,Ethernet,2m RJ45 CAT6	3.74	22.44
<b>SUBTOTAL</b>			USD	28,654.25

<b>QUOTE TOTAL</b>	USD	28,654.25
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\*\* Taxes Not Included In Total \*\*

Comments
GSA Contract Number: GS-35F-0511T Months of Service: 36

The information and pricing in this proposal shall not be disclosed outside of the opportunity this quote is being offered and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to CBTS as a result of or in connection with the submission of this proposal, the client shall have the right to duplicate, based upon the license rights held by CBTS. This restriction does not limit the right of the client to use information contained in the data if it is obtained from another source without restriction.





## QUOTE : Q-00040721 for City Of Centerville

Please reference this Quote# on your Purchase Order

**Created On:** 08/27/2020

**Expiration Date:** 09/24/2020

**Client:** City Of Centerville

**Primary Rep:** Chris Schoeny

**Address:**

**Phone:** (513) 397-5974

, ,

**E-mail:** chris.schoeny@cinbell.com

**Contact:** Larry Rover

**Inside Rep:** Stan Volgershteyn

**Phone:** (937) 428-4722

**Phone:** (440) 569-2368

**E-mail:** lrover@centervilleohio.gov

**E-mail:** stan.volgershteyn@cbts.com

**For updated W9 information, please click the following link: [CBTS System Updates](#)**

Line	QTY	Part Description	Unit Price	Ext. Price
1	1	<b>VEEAM-SUBSCRIPTION-VB</b> Veeam Virtualization SW Instance Based Bundle	0.00	0.00
2	5	<b>SW-P-SUB-VASPLS-3Y</b> SW-SUBs,VeeamAvSteUniv,SLED only,10ins,3yr	2,894.75	14,473.75
<b>SUBTOTAL</b>			USD	14,473.75

<b>QUOTE TOTAL</b>	USD	14,473.75
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\*\* Taxes Not Included In Total \*\*

### Comments

GSA Contract Number: GS-35F-0511T

The information and pricing in this proposal shall not be disclosed outside of the opportunity this quote is being offered and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to CBTS as a result of or in connection with the submission of this proposal, the client shall have the right to duplicate, based upon the license rights held by CBTS. This restriction does not limit the right of the client to use information contained in the data if it is obtained from another source without restriction.



## QUOTE : Q-00042461 for City Of Centerville

Please reference this Quote# on your Purchase Order

**Created On:** 09/15/2020

**Expiration Date:** 10/14/2020

**Client:** City Of Centerville

**Primary Rep:** Chris Schoeny

**Address:**

**Phone:** (513) 397-5974

, ,

**E-mail:** chris.schoeny@cinbell.com

**Contact:** Larry Rover

**Inside Rep:** Stan Volgershteyn

**Phone:** (937) 428-4722

**Phone:** (440) 569-2368

**E-mail:** lrover@centervilleohio.gov

**E-mail:** stan.volgershteyn@cbts.com

**For updated W9 information, please click the following link: [CBTS System Updates](#)**

Line	QTY	Part Description	Unit Price	Ext. Price
1	1	<b>210-AOYW</b> Dell EMC Switch S4112T, 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, OS10	3,706.26	3,706.26
2	1	<b>634-BQZY</b> OS10 Enterprise, S4112T	0.00	0.00
3	1	<b>343-BBJO</b> Dell EMC Networking S4112-ON Americas User Guide	1.33	1.33
4	1	<b>770-BCTF</b> Dell Networking Dual Tray, one Rack Unit, 4-post rack only, S4112	69.75	69.75
5	1	<b>975-1242</b> Dell Education Services-Dell Networking Data Center Training-eLearning 1 year	169.32	169.32
6	1	<b>332-1286</b> US Order	0.00	0.00
7	1	<b>817-7266</b> Dell Hardware Limited Warranty 1 Year	72.74	72.74
8	1	<b>817-7279</b> ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	1.47	1.47
9	1	<b>817-7280</b> ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	87.65	87.65
10	1	<b>817-7298</b> ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	428.83	428.83
11	1	<b>975-3461</b> Dell Limited Hardware Warranty Extended Year(s)	0.00	0.00
12	1	<b>989-3439</b> Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	0.00	0.00



Line	QTY	Part Description	Unit Price	Ext. Price
13	1	<b>997-6306</b> Info 3rd Party Software Warranty provided by Vendor	0.00	0.00
14	1	<b>825-8623</b> Certified Deployment Partner T1 or Distributors	0.00	0.00
15	1	<b>450-AAFH</b> Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	6.65	6.65
16	1	<b>450-AAFH</b> Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	6.65	6.65
17	1	<b>470-ABOU</b> Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	104.63	104.63
18	1	<b>210-AOYW</b> Dell EMC Switch S4112T, 12 x 10GBaseT, 3 x 100GbE QSFP28, IO to FAN, 2 x AC PSU, OS10	3,704.75	3,704.75
19	1	<b>634-BQZY</b> OS10 Enterprise, S4112T	0.00	0.00
20	1	<b>343-BBJO</b> Dell EMC Networking S4112-ON Americas User Guide	1.33	1.33
21	1	<b>975-1242</b> Dell Education Services-Dell Networking Data Center Training-eLearning 1 year	169.32	169.32
22	1	<b>332-1286</b> US Order	0.00	0.00
23	1	<b>817-7266</b> Dell Hardware Limited Warranty 1 Year	72.70	72.70
24	1	<b>817-7279</b> ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 1 Year	1.47	1.47
25	1	<b>817-7280</b> ProSupport:Next Business Day Onsite Service After Problem Diagnosis, 2 Years Extended	87.60	87.60
26	1	<b>817-7298</b> ProSupport:7x24 HW/SW Technical Support and Assistance, 3 Years	428.65	428.65
27	1	<b>975-3461</b> Dell Limited Hardware Warranty Extended Year(s)	0.00	0.00
28	1	<b>989-3439</b> Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	0.00	0.00
29	1	<b>997-6306</b> Info 3rd Party Software Warranty provided by Vendor	0.00	0.00
30	1	<b>825-8623</b> Certified Deployment Partner T1 or Distributors	0.00	0.00



Line	QTY	Part Description	Unit Price	Ext. Price
31	1	<b>450-AAFH</b> Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	6.64	6.64
32	1	<b>450-AAFH</b> Power Cord, 125V, 15A, 10 Feet, NEMA 5-15/C13	6.64	6.64
33	1	<b>470-ABOU</b> Dell Networking Cable, 100GbE QSFP28 to QSFP28, Passive Copper Direct Attach Cable, 0.5 Meter	104.58	104.58
<b>SUBTOTAL</b>			USD	9,238.96

<b>QUOTE TOTAL</b>	USD	9,238.96
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\*\* Taxes Not Included In Total \*\*

The information and pricing in this proposal shall not be disclosed outside of the opportunity this quote is being offered and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to CBTS as a result of or in connection with the submission of this proposal, the client shall have the right to duplicate, based upon the license rights held by CBTS. This restriction does not limit the right of the client to use information contained in the data if it is obtained from another source without restriction.



## QUOTE : Q-00042501 for City Of Centerville

Please reference this Quote# on your Purchase Order

**Created On:** 09/16/2020

**Expiration Date:** 10/14/2020

**Client:** City Of Centerville

**Address:**

, ,

**Contact:** Larry Rover

**Phone:** (937) 428-4722

**E-mail:** lrover@centervilleohio.gov

**Primary Rep:** Chris Schoeny

**Phone:** (513) 397-5974

**E-mail:** chris.schoeny@cinbell.com

**Inside Rep:** Stan Volgershteyn

**Phone:** (440) 569-2368

**E-mail:** stan.volgershteyn@cbts.com

**For updated W9 information, please click the following link: [CBTS System Updates](#)**

Line	QTY	Part Description	List Price	Discount	Unit Price	Ext. Price
1	2	<b>NX-8235-G7-4214R- CM</b> Nutanix Hardware Platform * NX- 8235-G7, 2 Node Nutanix Software * Foundation - Hypervisor Agnostic Installer * Controller VM * Prism Management * Starter License Entitlement	21,378.65	6.04%	20,088.00	40,176.00
2	48	<b>C-MEM-32GB-2933- A-CM</b> 32GB Memory Module (2933MHz DDR4 RDIMM)	0.00	0%	0.00	0.00
3	16	<b>C-HDD-8TB-A5-A-CM</b> 8TB 3.5 HDD	0.00	0%	0.00	0.00
4	8	<b>C-SSD-3.84TB-A5-A- CM</b> 3.84TB 3.5 SSD	0.00	0%	0.00	0.00
5	4	<b>C-NIC-10GBT2-A-CM</b> 10GBase-T, 2-port, Network Adapter (Intel X550-AT2)	0.00	0%	0.00	0.00
6	4	<b>S-HW-PRD</b> 24/7 Production Level HW Support for Nutanix HCI appliance	2,431.98	29.53%	1,713.88	6,855.52
7	36	<b>SUPPORT-TERM</b> Support Term in Months	0.00	0%	0.00	0.00
8	1	<b>SW-AOS-ULT-PRD- 3YR</b> License, AOS ULT entitlement & Production 24/7 System support bundle for 3YR	306,244.00	70.64%	89,923.66	89,923.66
9	96	<b>L-CORES-ULT-PRD- 3YR</b> License, AOS ULT entitlement & Production 24/7 System support bundle for 1 CPU core for 3YR	0.00	0%	0.00	0.00
10	28	<b>L-FLASHTIB-ULT- PRD-3YR</b> License, AOS ULT entitlement & Production 24/7 System support bundle for 1 TiB of Flash for 3YR	0.00	0%	0.00	0.00
11	5	<b>SW-FILES-AOS-TIB- PRD-3YR</b> Files License & Entitlement for Deploying Files on top of AOS Clusters only * Also includes 36 Months Production 24/7 Software Support	2,633.00	47.15%	1,391.65	6,958.25



<b>SUBTOTAL</b>	USD	143,913.43
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<b>LIST PRICE TOTAL</b>	USD	371,894.22
<b>QUOTE TOTAL</b>	USD	143,913.43

\*\* Taxes Not Included In Total \*\*

<b>Comments</b>
OH State Contract No: 534354 Expiration: Dec 19, 2021  FTIN: 52-2189693

**CBTS Signatory**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

**City Of Centerville Signatory**

**Signature** \_\_\_\_\_

**Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Date** \_\_\_\_\_

The information and pricing in this proposal shall not be disclosed outside of the opportunity this quote is being offered and shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this proposal. If a contract is awarded to CBTS as a result of or in connection with the submission of this proposal, the client shall have the right to duplicate, based upon the license rights held by CBTS. This restriction does not limit the right of the client to use information contained in the data if it is obtained from another source without restriction.

**Client:**  
City of Centerville  
Larry Rover  
(937) 428-4722  
lrover@centervilleohio.gov

**Created:** September 16, 2020  
**Expires:** December 15, 2020

**Worksite Address:**  
100 West Spring Valley Pike  
Dayton, Ohio 45458

**Billing Address:**  
100 West Spring Valley Pike  
Dayton, Ohio 45458

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### Project Overview

This signed request serves as the entire agreement between (Client) and CBTS Technology Solutions LLC (CBTS) for services to be provided by CBTS at the below defined rate.

### CBTS Responsibilities

For this engagement, CBTS will assist with:

- Rack and stack Nutanix servers
- Install cabling for all servers
- Implement Nutanix cluster
- Verify network connectivity
- Install NTP server
- Migrate up to 5 VMs (total storage less than 1TB total)
- Basic knowledge transfer

### Client Responsibilities

To enable CBTS work tasks to be performed, the Client will be responsible for:

- Acquiring all necessary hardware and software prior to the beginning of this engagement.
- Provide Network, power and rack space
- Appointing a primary contact to handle all communications involved with the project. This individual will also possess decision-making authority for project related issues.
- Providing appropriate access to offices, systems, passwords, accounts, IP addresses and information required by the CBTS Engineer in order to perform project work.
- Final acceptance of the solutions presented by CBTS under this agreement.

### Project Charges and Timing

Engineering services performed under this agreement will be provided at an hourly rate of \$185.00 per hour and are estimated at 40 hours; actual time used will be billed.

It is anticipated that all services will be performed during standard business hours of 8:00AM and 5:00PM, Monday through Friday. Hours worked outside of standard business hours will be billed at 1.5 times the hourly rate. Client will reimburse CBTS for actual travel and material expenses incurred.

### Standard CBTS Payment Terms

Invoices are due and payable according to the terms of the Master Services and Products Agreement (MSPA). If an MSPA has not been executed, invoice will be due in U.S. dollars within thirty (30) days of the date on the invoice. Payments not received by the due date are considered past due. CBTS reserves the right to impose a late charge of one and one-half percent (1½%) per month (but not more than the maximum rate permitted by law) on all undisputed past due amounts. Customer will pay all applicable taxes relating to the services and products (sales,

use, value added, personal property, etc.) other than taxes based on CBTS's net income. If Customer is tax exempt, Customer shall provide CBTS with a copy of its tax exemption certificate before CBTS begins invoicing.

**Solicitation of Employees**

Prior to completion of work on this project, and for twelve (12) months thereafter, the Client shall not employ or contract for the services of any CBTS employees involved in this project without the written consent of CBTS. For any violation of this provision, the Client shall promptly pay to CBTS as liquidated damages a sum equal to forty percent (40%) of the annual compensation payable for the person so hired.

**Proposal Acceptance**

Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Company:	_____	Company:	_____ CBTS
Date:	_____	Date:	_____



**Client:**  
City of Centerville  
Larry Rover  
(937) 428-4722  
lrover@centervilleohio.gov

**Created:** September 9, 2020  
**Expires:** December 8, 2020

**Worksite Address:**  
100 West Spring Valley Pike  
Dayton, Ohio 45458

**Billing Address:**  
100 West Spring Valley Pike  
Dayton, Ohio 45458

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### Project Overview

This signed request serves as the entire agreement between (Client) and CBTS Technology Solutions LLC (CBTS) for services to be provided by CBTS at the below defined rate.

### CBTS Responsibilities

For this engagement, CBTS will assist with:

- Rack and Stack
- Dell R440 windows deployment
- NetApp E-Series deploy
- Veeam VM server deployment
- Veeam setup and configuration

### Client Responsibilities

To enable CBTS work tasks to be performed, the Client will be responsible for:

- Acquiring all necessary hardware and software prior to the beginning of this engagement.
- Appointing a primary contact to handle all communications involved with the project. This individual will also possess decision-making authority for project related issues.
- Providing appropriate access to offices, systems, passwords, accounts, IP addresses and information required by the CBTS Engineer in order to perform project work.
- Final acceptance of the solutions presented by CBTS under this agreement.

### Project Charges and Timing

Engineering services performed under this agreement will be provided at an hourly rate of \$185.00 per hour and are estimated at 24 hours; actual time used will be billed.

It is anticipated that all services will be performed during standard business hours of 8:00AM and 5:00PM, Monday through Friday. Hours worked outside of standard business hours will be billed at 1.5 times the hourly rate. Client will reimburse CBTS for actual travel and material expenses incurred.

### Standard CBTS Payment Terms

Invoices are due and payable according to the terms of the Master Services and Products Agreement (MSPA). If an MSPA has not been executed, invoice will be due in U.S. dollars within thirty (30) days of the date on the invoice. Payments not received by the due date are considered past due. CBTS reserves the right to impose a late charge of one and one-half percent (1½%) per month (but not more than the maximum rate permitted by law) on all undisputed past due amounts. Customer will pay all applicable taxes relating to the services and products (sales, use, value added, personal property, etc.) other than taxes based on CBTS's net income. If Customer is tax exempt, Customer shall provide CBTS with a copy of its tax exemption certificate before CBTS begins invoicing.



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**Proposal Acceptance**

Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Company: _____	Company: _____ CBTS
Date: _____	Date: _____