

PROFESSIONAL SERVICES AGREEMENT

VECTOR RESOURCES, INC. DBA VECTORUSA

(Citywide Wi-Fi Improvement Project)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and VECTOR RESOURCES, INC. DOING BUSINESS AS VECTORUSA, a California corporation ("Vendor").

1. **Scope of Services.** City agrees to retain and does hereby retain Vendor and Vendor agrees to provide the services more particularly described in Exhibit "A," "Scope of Services" ("Services"), attached hereto and incorporated herein by reference, in conjunction with the City Wi-Fi Improvement Project ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect until May 30, 2016, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Vendor shall perform the Services under this Agreement for the total sum not to exceed Two Hundred Sixty-Five Thousand One Hundred Sixty-Five Dollars Fifty-Five Cents (\$265,165.55) payable in accordance with the terms set forth in Exhibit "B." Said payment shall be made in accordance with City's usual accounting procedures upon receipt and approval of an itemized invoice setting forth the services performed. The invoices shall be delivered to City at the address set forth in Section 4 hereof.

4. **Notices.** Any notices required to be given, hereunder shall be in writing and shall be personally served or given by mail. Any notice given by mail shall be deemed given when deposited in the United States Mail, certified and postage prepaid, addressed to the party to be served as follows:

To City

Innovation and Technology Department
City of Riverside
Attn: Adam Raymond
3900 Main Street, 2nd Floor
Riverside, CA 92522

To Vendor

Vector Resources, Inc. dba VectorUSA
Attn: Scott Shiffer
8647 9th Street
Rancho Cucamonga, CA 91730

5. **Prevailing Wage.** If applicable, Vendor and all subcontractors are required to pay the general prevailing wage rates of per diem wages and overtime and holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

6. **Contract Administration.** A designee of the City will be appointed in writing by the City Manager or Department Director to administer this Agreement on behalf of City and shall be referred to herein as Contract Administrator.

7. **Standard of Performance.** While performing the Services, Vendor shall exercise the reasonable professional care and skill customarily exercised by reputable members of Vendor's profession practicing in the Metropolitan Southern California Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise.

8. **Personnel.** Vendor shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Vendor recognizes that the qualifications and experience of the personnel to be used are vital to professional and timely completion of the Services. The key personnel listed in Exhibit "C" attached hereto and incorporated herein by this reference and assigned to perform portions of the Services shall remain assigned through completion of the Services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case substitutes shall be subject to City approval.

9. **Assignment and Subcontracting.** Neither party shall assign any right, interest, or obligation in or under this Agreement to any other entity without prior written consent of the other party. In any event, no assignment shall be made unless the assignee expressly assumes the obligations of assignor under this Agreement, in a writing satisfactory to the parties. Vendor acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Vendor shall not subcontract any portion of the work required by this Agreement without prior written approval by the responsible City Contract Administrator. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including without limitation, the insurance obligations set forth in Section 12. The Vendor acknowledges and agrees that the City is an intended beneficiary of any work performed by any subcontractor for purposes of establishing a duty of care between any subcontractor and the City.

10. **Independent Contractor.** In the performance of this Agreement, Vendor, and Vendor's employees, subcontractors and agents, shall act in an independent capacity as independent contractors, and not as officers or employees of the City of Riverside. Vendor acknowledges and agrees that the City has no obligation to pay or withhold state or federal taxes or to provide workers' compensation or unemployment insurance to Vendor, or to Vendor's employees, subcontractors and agents. Vendor, as an independent contractor, shall be responsible for any and all taxes that apply to Vendor as an employer.

11. **Indemnification.**

11.1 **Design Professional Defined.** For purposes of this Agreement, "Design Professional" includes the following:

- A. An individual licensed as an architect pursuant to Chapter 3 (commencing with Section 5500) of Division 3 of the Business and Professions Code,

and a business entity offering architectural services in accordance with that chapter.

- B. An individual licensed as a landscape architect pursuant to Chapter 3.5 (commencing with Section 5615) of Division 3 of the Business and Professions Code, and a business entity offering landscape architectural services in accordance with that chapter.
- C. An individual registered as a professional engineer pursuant to Chapter 7 (commencing with Section 6700) of Division 3 of the Business and Professions Code, and a business entity offering professional engineering services in accordance with that chapter.
- D. An individual licensed as a professional land surveyor pursuant to Chapter 15 (commencing with Section 8700) of Division 3 of the Business and Professions Code, and a business entity offering professional land surveying services in accordance with that chapter.

11.2 Defense Obligation For Design Professional Liability. Vendor agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings, regulatory proceedings, or other legal proceedings to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Vendor, or anyone employed by or working under the Vendor or for services rendered to the Vendor in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Vendor and shall survive the termination of Vendor's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Vendor's services, to the fullest extent permitted by law, Vendor shall indemnify, protect and hold harmless the City and the City's employees, officers, managers, agents, and Council Members ("Indemnified Parties") from and against any and all claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fines and penalties, liabilities or losses of any kind or nature whatsoever to the extent the same arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of Vendor, or anyone employed by or working under the Vendor or for services rendered to the Vendor in the performance of the Agreement, notwithstanding that the City may have benefited from its work or services and whether or not caused in part by the negligence of an Indemnified Party.

11.4 Defense Obligation For Other Than Design Professional Liability. Vendor agrees, at its cost and expense, to promptly defend the City, and the City's employees, officers, managers, agents and council members (collectively the "Parties to be Defended") from and against any and all claims, allegations, lawsuits, arbitration proceedings, administrative proceedings,

regulatory proceedings, or other legal proceedings which arise out of, or relate to, or are in any way connected with: 1) the Services, work, activities, operations, or duties of the Vendor, or of anyone employed by or working under the Vendor, or 2) any breach of the Agreement by the Vendor. This duty to defend shall apply whether or not such claims, allegations, lawsuits or proceedings have merit or are meritless, or which involve claims or allegations that any or all of the Parties to be Defended were actively, passively, or concurrently negligent, or which otherwise assert that the Parties to be Defended are responsible, in whole or in part, for any loss, damage or injury. Vendor agrees to provide this defense immediately upon written notice from the City, and with well qualified, adequately insured and experienced legal counsel acceptable to City. This obligation to defend as set forth herein is binding on the successors, assigns and heirs of Vendor and shall survive the termination of Vendor's Services under this Agreement.

11.5 Indemnity For Other Than Design Professional Liability. Except as to the sole negligence or willful misconduct of the City, Vendor agrees to indemnify, protect and hold harmless the Indemnified Parties from and against any claim for damage, charge, lawsuit, action, judicial, administrative, regulatory or arbitration proceeding, damage, cost, expense (including counsel and expert fees), judgment, civil fine and penalties, liabilities or losses of any kind or nature whatsoever whether actual, threatened or alleged, which arise out of, pertain to, or relate to, or are a consequence of, or are attributable to, or are in any manner connected with the performance of the Services, work, activities, operations or duties of the Vendor, or anyone employed by or working under the Vendor or for services rendered to Vendor in the performance of this Agreement, notwithstanding that the City may have benefited from its work or services. This indemnification provision shall apply to any acts, omissions, negligence, recklessness, or willful misconduct, whether active or passive, on the part of the Vendor or anyone employed or working under the Vendor.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Vendor shall provide satisfactory evidence of, and shall thereafter maintain during the term of this Agreement, such insurance policies and coverages in the types, limits, forms and ratings required herein. The rating and required insurance policies and coverages may be modified in writing by the City's Risk Manager or City Attorney, or a designee, unless such modification is prohibited by law.

12.1.1 Limitations. These minimum amounts of coverage shall not constitute any limitation or cap on Vendor's indemnification obligations under Section 11 hereof.

12.1.2 Ratings. Any insurance policy or coverage provided by Vendor or subcontractors as required by this Agreement shall be deemed inadequate and a material breach of this Agreement, unless such policy or coverage is issued by insurance companies authorized to transact insurance business in the State of California with a policy holder's rating of A or higher and a Financial Class of VII or higher.

12.1.3 Cancellation. The policies shall not be canceled unless thirty (30) days prior written notification of intended cancellation has been given to City by certified or registered mail, postage prepaid.

12.1.4 Adequacy. The City, its officers, employees and agents make no representation that the types or limits of insurance specified to be carried by Vendor pursuant to this Agreement are adequate to protect Vendor. If Vendor believes that any required insurance coverage is inadequate, Vendor will obtain such additional insurance coverage as Vendor deems adequate, at Vendor's sole expense.

12.2 Workers' Compensation Insurance. By executing this Agreement, Vendor certifies that Vendor is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring every employer to be insured against liability for workers' compensation, or to undertake self-insurance before commencing any of the work. Vendor shall carry the insurance or provide for self-insurance required by California law to protect said Vendor from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Vendor shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Vendor is self-insured for such coverage, or 2) a certified statement that Vendor has no employees, and acknowledging that if Vendor does employ any person, the necessary certificate of insurance will immediately be filed with City. Any certificate filed with City shall provide that City will be given ten (10) days prior written notice before modification or cancellation thereof.

12.3 Commercial General Liability and Automobile Insurance. Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Vendor against damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from or which may concern operations by anyone directly or indirectly employed by, connected with, or acting for or on behalf of Vendor. The City, and its officers, employees and agents, shall be named as additional insureds under the Vendor's insurance policies.

12.3.1 Vendor's commercial general liability insurance policy shall cover both bodily injury (including death) and property damage (including, but not limited to, premises operations liability, products-completed operations liability, independent contractor's liability, personal injury liability, and contractual liability) in an amount not less than \$1,000,000 per occurrence and a general aggregate limit in the amount of not less than \$2,000,000.

12.3.2 Vendor's automobile liability policy shall cover both bodily injury and property damage in an amount not less than \$1,000,000 per occurrence and an aggregate limit of not less than \$1,000,000. All of Vendor's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Vendor's performance of this Agreement, which vehicles shall include, but are not limited to, Vendor owned vehicles, Vendor leased vehicles, Vendor's employee vehicles, non-Vendor owned vehicles and hired vehicles.

12.3.3 Prior to City's execution of this Agreement, copies of insurance policies or original certificates along with additional insured endorsements acceptable to the City evidencing the coverage required by this Agreement, for both commercial general and automobile liability insurance, shall be filed with City and shall include the City and its officers, employees and agents, as additional insureds. Said policies shall be in the usual form of commercial general and automobile liability insurance policies, but shall include the following provisions:

It is agreed that the City of Riverside, and its officers, employees and agents, are added as additional insureds under this policy, solely for work done by and on behalf of the named insured for the City of Riverside.

12.3.4 The insurance policy or policies shall also comply with the following provisions:

- a. The policy shall be endorsed to waive any right of subrogation against the City and its sub-Vendors, employees, officers and agents for services performed under this Agreement.
- b. If the policy is written on a claims made basis, the certificate should so specify and the policy must continue in force for one year after completion of the services. The retroactive date of coverage must also be listed.
- c. The policy shall specify that the insurance provided by Vendor will be considered primary and not contributory to any other insurance available to the City and Endorsement No. CG 20010413 shall be provided to the City.

12.4 Errors and Omissions Insurance. Prior to City's execution of this Agreement, Vendor shall obtain, and shall thereafter maintain during the term of this Agreement, errors and omissions professional liability insurance in the minimum amount of \$1,000,000 to protect the City from claims resulting from the Vendor's activities.

12.5 Subcontractors' Insurance. Vendor shall require all of its subcontractors to carry insurance, in an amount sufficient to cover the risk of injury, damage or loss that may be caused by the subcontractors' scope of work and activities provided in furtherance of this Agreement, including, but without limitation, the following coverages: Workers' Compensation, Commercial General Liability, Errors and Omissions, and Automobile liability. Upon City's request, Vendor shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

12.6 Builder's Risk Insurance. Unless otherwise set forth in the special provisions, during the term of this contract, Vendor shall maintain in force, at its own expense, Builder's Risk insurance on all risks of direct physical loss basis, excluding damage caused by an act of God, pursuant to California Public Contract Code § 7105, for an amount equal to the full completed value of the covered structure or replacement value of alterations or additions. The policy shall include as loss payee, the City of Riverside, the Vendor, and its sub-contractors as their interest may appear. The City shall not be responsible for the theft of any materials, equipment in the possession and control of Vendor.

13. Business Tax. Vendor understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Vendor agrees that Vendor will register for

and pay a business tax pursuant to Chapter 5.04 of the Riverside Municipal Code and keep such tax certificate current during the term of this Agreement.

14. **Time of Essence.** Time is of the essence for each and every provision of this Agreement.

15. **City's Right to Employ Other Vendors.** City reserves the right to employ other Vendors in connection with the Project. If the City is required to employ another Vendor to complete Vendor's work, due to the failure of the Vendor to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Vendor.

16. **Accounting Records.** Vendor shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Vendor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Vendor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

17. **Confidentiality.** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Vendor in connection with the performance of this Agreement shall be held confidential by Vendor, except as otherwise directed by City's Contract Administrator. Nothing furnished to Vendor which is otherwise known to the Vendor or is generally known, or has become known, to the related industry shall be deemed confidential. Vendor shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production, website, or other similar medium without the prior written consent of the City.

18. **Ownership of Documents:** All reports, maps, drawings and other contract deliverables prepared under this Agreement by Vendor shall be and remain the property of City. Vendor shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Vendor agrees that any work prepared for City which is eligible for copyright protection in the United States or elsewhere shall be a work made for hire. If any such work is deemed for any reason not to be a work made for hire, Vendor assigns all right, title and interest in the copyright in such work, and all extensions and renewals thereof, to City, and agrees to provide all assistance reasonably requested by City in the establishment, preservation and enforcement of its copyright in such work, such assistance to be provided at City's expense but without any additional compensation to Vendor. Vendor agrees to waive all moral rights relating to the work developed or produced, including without limitation any and all rights of identification of authorship and any and all rights of approval, restriction or limitation on use or subsequent modifications.

20. **Conflict of Interest.** Vendor, for itself and on behalf of the individuals listed in Exhibit "C", represents and warrants that by the execution of this Agreement, they have no interest, present or contemplated, in the Project affected by the above-described Services. Vendor further warrants that neither Vendor, nor the individuals listed in Exhibit "C" have any real property, business interests or income interests that will be affected by this project or, alternatively, that Vendor will file with the City an affidavit disclosing any such interest.

21. **Solicitation.** Vendor warrants that Vendor has not employed or retained any person or agency to solicit or secure this Agreement, nor has it entered into any agreement or understanding for a commission, percentage, brokerage, or contingent fee to be paid to secure this Agreement. For breach of this warranty, City shall have the right to terminate this Agreement without liability and pay Vendor only for the value of work Vendor has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Vendor the full amount of such commission, percentage, brokerage or commission fee. The remedies specified in this section shall be in addition to and not in lieu of those remedies otherwise specified in this Agreement.

22. **General Compliance With Laws.** Vendor shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Vendor, or in any way affect the performance of services by Vendor pursuant to this Agreement. Vendor shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations. Vendor represents and warrants that Vendor has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Vendor further represents and warrants that the services provided herein shall conform to all ordinances, policies and practices of the City of Riverside.

23. **Waiver.** No action or failure to act by the City shall constitute a waiver of any right or duty afforded City under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

24. **Amendments.** This Agreement may be modified or amended only by a written agreement and/or change order executed by the Vendor and City.

25. **Termination.** City, by notifying Vendor in writing, shall have the right to terminate any or all of Vendor's services and work covered by this Agreement at any time. In the event of such termination, Vendor may submit Vendor's final written statement of the amount of Vendor's services as of the date of such termination based upon the ratio that the work completed bears to the total work required to make the report complete, subject to the City's rights under Sections 15 and 25 hereof. In ascertaining the work actually rendered through the termination date, City shall consider completed work, work in progress and complete and incomplete reports and other documents only after delivered to City.

25.1 Other than as stated below, City shall give Vendor thirty (30) days prior written notice prior to termination.

25.2 City may terminate this Agreement upon fifteen (15) days written notice to Vendor, in the event:

25.2.1 Vendor substantially fails to perform or materially breaches the Agreement; or

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Vendor acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Vendor owes or may owe to the City, City reserves the right to withhold and offset said amounts from payments or refunds or reimbursements owed by City to Vendor. Notice of such withholding and offset, shall promptly be given to Vendor by City in writing. In the event of a dispute as to the amount owed or whether such amount is owed to the City, City will hold such disputed amount until either the appropriate appeal process has been completed or until the dispute has been resolved.

27. **Successors and Assigns.** This Agreement shall be binding upon City and its successors and assigns, and upon Vendor and its permitted successors and assigns, and shall not be assigned by Vendor, either in whole or in part, except as otherwise provided in paragraph 9 of this Agreement.

28. **Venue and Attorneys' Fees.** Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county. In the event either party hereto shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs thereof, including reasonable attorneys' fees. However, the recovery of attorneys' fees by the prevailing party is limited to individual actions or proceedings in which the City elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fee. In no action shall an award of attorneys' fees to the prevailing party exceed the amount of reasonable attorneys' fees incurred by the City in the action or proceeding.

29. **Nondiscrimination.** During Vendor's performance of this Agreement, Vendor shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, genetic information, gender, gender identity, gender expression, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Vendor agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.

30. **Severability.** Each provision, term, condition, covenant and/or restriction, in whole and in part, of this Agreement shall be considered severable. In the event any provision, term, condition, covenant and/or restriction, in whole and/or in part, of this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this

Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement, and the remainder of the Agreement shall continue in full force and effect.

31. **Authority.** The individuals executing this Agreement and the instruments referenced herein on behalf of Vendor each represent and warrant that they have the legal power, right and actual authority to bind Vendor to the terms and conditions hereof and thereof.

32. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings or agreements of the parties. Neither party has been induced to enter into this Agreement by and neither party is relying on, any representation or warranty outside those expressly set forth in this Agreement.

33. **Interpretation.** City and Vendor acknowledge and agree that this Agreement is the product of mutual arms-length negotiations and accordingly, the rule of construction, which provides that the ambiguities in a document shall be construed against the drafter of that document, shall have no application to the interpretation and enforcement of this Agreement.

33.1 Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of the Agreement or any of its terms. Reference to section numbers, are to sections in the Agreement unless expressly stated otherwise.

33.2 This Agreement shall be governed by and construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement.

33.3 In the event of a conflict between the body of this Agreement and Exhibit "A" - Scope of Services hereto, the terms contained in Exhibit "A" shall be controlling.

34. **Exhibits.** The following exhibits attached hereto are incorporated herein to this Agreement by this reference:

Exhibit "A" - Scope of Services

Exhibit "B" - Compensation

Exhibit "C" - Key Personnel

(Signatures on Following Page)

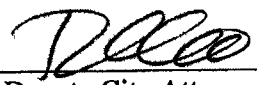
IN WITNESS WHEREOF, City and Vendor have caused this Agreement to be duly executed the day and year first above written.

CITY OF RIVERSIDE, a California
charter city and municipal corporation

By: _____
City Manager

Attest: _____
City Clerk

Approved as to Form:

By:  _____
Deputy City Attorney

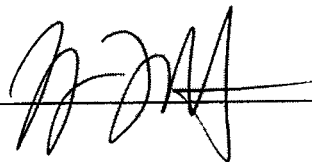
VECTOR RESOURCES, INC. DBA
VECTORUSA, a California corporation

By:  _____

David Zukerman

[Printed Name]
President

[Title]

By:  _____

Jeffrey Zukerman

[Printed Name]
Executive Vice President/Secretary

[Title]

EXHIBIT "A"

SCOPE OF SERVICES

4.0 Scope of Services

4.1 Solution Requirements

The City is seeking a contractor to provide the equipment and services meeting the specifications of this RFP. Due to prior research performed to develop the overall concept of this RFP, only the items specified will be acceptable. No substitutions will be allowed unless approved by the City and posted as an Addendum to this RFP.

4.2 Wireless LAN Requirements

4.2.1 Wireless Solution

The City is requesting proposals for the purchase of redundant enterprise class wireless network equipment. This wireless network will provide redundant connectivity to network devices for the Citywide Wi-Fi Improvement Project.

4.2.2 Indoor Specifications and Quantities

As many as 130 Integrated Antenna 802.11abgn+ac Wave II Dual Radio/Dual Gigabit Interface Aruba 320 series Access Points with Wall Mount Kit (secure box style mount kit quantities will be based upon site walks) will be needed. These APs must support a controllerless solution as well as Aruba Controller Based. Access Points will be original Aruba equipment only, labeled with Aruba's original manufacturer's logo.

See Exhibit A for access point address locations.

The City will require one (1) Aruba 7210 redundant WLAN controller that will support 512 Access points. Initially, 130 Access Point Licenses, 130 ICASA Certified Firewall Software Licenses (PEF-NG), and 130 Wireless Intrusion Protection software (RF-Protect) must be included. Controller hardware must be scalable to 512 total APs with additional future software licenses and include 4 SFP+ 10GBASE-SR 850nm serial pluggable SFP+ optic (LC), target range 300m over MMF, and a redundant power supply. The DMZ will require one (1) Aruba 7010 WLAN controller and include 2 1000BASE-SX SFP; 850nm pluggable GbE optic; LC connector; up to 270 meters over multi-mode fiber (Type FDDI/OM1) and up to 550 meters over multi-mode fiber (Type OM2), and a redundant power supply. New controller will be original Aruba equipment only, labeled with Aruba's original manufacturer's logo.

4.2.3 Wireless Solution Technical Requirements

The following listing of technical requirements have been determined by the City to be mandatory to meet functional, operational, and security needs of the City, both short and long term. Responding vendors shall address each item with: Fully Comply, Partially Comply, or Does Not Comply. Vendors must provide detailed explanation for Partial and Do Not comply responses.

Indoor Access Points (APs)

- Equipment will be original Aruba equipment only, labeled with Aruba's original manufacturer log.
- Must support 802.11abgn/ac (Wave II)
- Must be Plenum rated with applicable certifications
- Must support Aruba Controller Based full configuration or Controller-less functionality
- Must support auto-sensing 10/100/1000 with two gigabit network ports
- Must support 802.3af and 802.3at standard, Power Over Ethernet.
- Must offer optional mounting kits for ceiling and/or wall mounting
- AP's must provide integral facility for security lockdown
- AP's must be support out-of-the box, auto configuration across layer-2 and layer-3 networks without having to enter configuration information into the AP.
- AP's must support minimum of 8 SSID's and BSSID's.
- AP's must be capable of multi-function services including: data access, intrusion detection, intrusion prevention, RF monitoring, & Spectrum Analysis
- Must provide versions of AP's that support internal and external antennae
- AP's must be capable of continuing to function and be manageable in case of Network Management Solution Failure
- AP's must be capable of continuing to function and be manageable in case of Network Management Solution maintenance is not renewed
- Limited lifetime warranty

WLAN Controller**AP Management**

- Equipment will be original Aruba equipment only, labeled with Aruba's original manufacturer log.
- Must automatically update firmware and software on all AP's automatically upon controller software upgrade
- Must include 1 year hardware and software license Manufacturer Maintenance.
- All AP configuration and service delivery information must be centrally managed and maintained via the controller
- Must provide Role Based Access
- Must support Centralized Software Licensing capability
- Must provide Apple TV Control to enable role based or VLAN based access to Apple TV and/or Air Print services

RF Management

- Must automatically set and adjust individual AP power and channel setting to maximize performance around other AP's, interference and coverage holes.
- Must support dynamic load balancing based on user defined thresholds for associations, active users, and data load.
- System must support these functions in real time and without the need to perform any network baselines, manually administered measurements and

must be based on real RF information versus models in management systems.

4.3 Backup Radius and BYOD Access Control

The City is requesting proposals for the purchase of additional ClearPass enterprise class radius and BYOD access control solution and all necessary licensing to provide "High Availability" to existing solution. This radius and BYOD access control solution will provide radius and BYOD access control for the City of Riverside and all remote locations.

4.3.1 Backup / High Availability to existing Clear Pass Solution

- Radius VMware software must support 25,000 clients
- Must support AppleTV and AirPrint user based control
- Must support TACACS capability
- Must provide Device Profiling capability (determine device type and OS)
- Provide integration to LDAP and Active Directory

4.3.2 BYOD Service Solution

- Must support 1000 BYOD Guest, OnBoard, or OnGuard clients integrated within Aruba ClearPass
- Must provide reporting capability
- Network authentication/encryption/certificate credential distribution to devices

4.4 Multi-Vendor Network Management

4.4.1 Multi-Vendor Network Management Solution

The City is requesting proposals for the purchase of an enterprise class multi-vendor Aruba Airwave network management VMware software based solution. This multi-vendor network management solution will provide multi-vendor network management for the City and all remote locations.

4.4.2 Quantities

The City is requesting multi-vendor network management capability for 134 new network devices (2 Aruba WLAN controllers, 2 Clear Pass Policy Managers, & 130 Aruba APs).

- Capability to provide customized automated weekly and monthly reports
- Capability to provide reports based upon location, SSID, user role, and or device type
- Capability to provide triggering functionality to notify of component failure
- Provides real time RF heat maps

4.5 Implementation Services

4.5.1 Backup WLAN Controller Implementation (City Hall)

The City is requesting proposals for the implementation of 134 additional licenses on the existing enterprise class multi-vendor network management VMware software based

Aruba Airwave solution. This multi-vendor network management solution will provide multi-vendor network management for the new redundant WLAN controller, DMZ controller, Both ClearPass Policy Managers, and 130 Aruba 320 series Access points. The new controllers and Access Points will require unpacking and racking. All controller licenses will be activated on the new controller, and the most current version of 6.4 Operating System will be loaded as well as centralized licensing will be enabled. Access Point connectivity and functionality is required as part of the implementation services, and mount kits will be determined via site walks.

4.5.2 Indoor AP Implementation (Citywide)

The City is requesting proposals for the implementation of 130 Indoor 802.11abgn+ac (Wave II) Access Points at various locations Citywide. Please see Exhibit A for a list of the specific locations. The exhibit includes addresses; the approximate quantity of access points needed for each site; which sites will also require cabling and installation; and which will be included in the job walk.

All cabling, terminations and testing for cabling connection access points will be performed by vendor. Cabling must be up-to-code, neat, clean, professional, and with no exposed cables or wires.

4.5.3 Backup Radius and Guest Access Implementation (City Hall)

The City is requesting proposals for the onsite implementation of a subscriber Aruba ClearPass Policy Manager (CPPM) vmware and the Enterprise Module. This implementation will enable 802.1x Services to allow employees with accounts in the City of Riverside's user database to login (via Active Directory credentials confirmation) to the secure existing and new Aruba wireless network with the existing Publisher ClearPass Policy Manager. In addition, a base NAC sample wireless and wired deployment will be required. The existing & redundant CPPM implementation will have all Aruba Patches, licenses, and the latest version of 6.5 loaded, functioning, and available. The CPPM and Aruba controllers will be configured in a controlled lab environment initially to minimize production network interruption. The City of Riverside has available devices that represent common client device/OS combinations for use in implementation testing.

4.6 Support and Warranty

4.6.1 Vendor Project Manager

As with any technology project, the integration of the technology into the City's existing environment is a critical aspect of the overall project scope. The City requires coordinated project oversight and a single point of contact (i.e. vendor project manager) with whom City project management can coordinate activities.

4.6.2 Vendor and Manufacturer Support and Warranties

After implementation, in addition to manufacturer support, vendor support for a period of at least 30 days will be critical to ensure the reliability of the proposed network solution.

Specify the level of support that will be provided by both the vendor and manufacturer during and after the project. Clearly differentiate what support/warranty will be provided by the vendor versus the manufacturer. The City is seeking the following support and warranties, at a minimum:

- Vendor – 30 days post-project vendor support for up to 20 hours
- Vendor – 1 year workmanship warranty
- Vendor – 90 days warranty on cabling and installation of access points
- Manufacturer – Warranty on all cabling and hardware

Support/Warranty Start Dates – For all support and warranties, specify the when the support/warranty begins (e.g. upon delivery, installation, go-live, etc.).

Support/Warranty Services – Furthermore, specify what the support/warranty includes (e.g. telephone support, updates and enhancements, preventative maintenance, downtime, etc.). Standard Service Level Agreements that outline how and when support will be handled, how long it will take to respond to issues of a particular severity, etc. should be included with your response.

Manufacturer Contracts – Any manufacturer warranty or support contracts must be registered in the City of Riverside's name in order for the City to receive direct support services.

4.6.3 Resource Availability

It is also crucial that the successful vendor have the necessary resources readily available to respond to support incidents both during implementation and after go-live.

Support Team Location – The distance the support technicians have to travel will materially affect response time, so it is a factor in considering vendors. Vendor must identify where the support team is geographically located and distance from the City.

Support during Business Hours – Normal business hours for the City are usually 8:00 AM to 5:00 PM, Monday through Friday.

After-Hours Support – The City is a 24/7 operation for some of the applications and hardware. It is important that manufacturer technical support be available for after-hours support outside of normal business hours. All components, both hardware and software, must have 24x7 support with at least a guaranteed 4-hour response time from the manufacturer or manufacturer certified and approved third-party.

Trained Technicians – All technicians sent to respond to technical issues must be fully trained and certified to work on the proposed systems.

4.7 Aruba Recommended Bill of Materials

See Exhibit C for the Bill of Materials recommended by Aruba.

Location	Address	Est. Quantity
City Locations:		
City Hall	3900 Main St. Riverside 92522	24 AP-325s
Greer Pavilion	3900 Main St. Riverside 92522	1 AP-274
Museum	3580 Mission Inn Ave. Riverside 92501	11 AP-325s
Heritage	8193 Magnolia Ave. Riverside 92504	1 AP-325s
WQCP	5950 Acorn St. Riverside 92504	2 AP-325s
EOC	3085 St. Lawrence St. Riverside 92504	5 IAP-225s
Orange Terrace	20010 Orange Terrace Pkwy. Riverside 92508	3 AP-325s
Fire Maint.	3085 St. Lawrence St. Riverside 92504	2 AP-325s
Fire Stn. 2	9449 Andrew St. Riverside 92503	1 AP-325
Fire Stn. 3	6395 Riverside Ave. Riverside 92506	1 AP-325
Fire Stn. 4	3510 Cranford Ave. Riverside 92507	1 AP-325
Fire Stn. 5	5883 Arlington Ave. Riverside 92504	1 AP-325
Fire Stn. 6	1077 Orange St. Riverside 92501	1 AP-325
Fire Stn. 7	10191 Cypress Ave. Riverside 92503	1 AP-325
Fire Stn. 8	11076 Hole Ave. Riverside 92505	1 AP-325
Fire Stn. 9	6674 Alessandro Blvd. Riverside 92506	1 AP-325
Fire Stn. 10	2590 Jefferson St. Riverside 92504	1 AP-325
Fire Stn. 11	19595 Orange Terrace Pkwy. Riverside 92508	1 AP-325
Fire Stn. 12	10692 Indiana Ave. Riverside 92503	1 AP-325
Fire Stn. 13	6490 Sycamore Cyn. Blvd. Riverside 92507	1 AP-325
Fire Stn. 14	725 Central Ave. Riverside 92507	1 AP-325
Libraries:		
Main	3851 Mission Inn Ave. Riverside 92501	12 AP-325s
Aranza	8267 Phibin Ave. Riverside 92504	3 AP-325s
La Sierra	4600 La Sierra Ave. Riverside 92505	3 AP-325s
Marcy	6927 Magnolia Ave. Riverside 92506	3 AP-325s
Casa Blanca	2985 Madison St. Riverside 92504	3 AP-325s
Eastside	4033-C Chicago Ave. Riverside 92507	3 AP-325s
Arlington	9556 Magnolia Ave. Riverside 92503	3 AP-325s
Orange Terrace	20010-A Orange Terrace Pkwy. Riverside 92508	3 AP-325s
Public Utilities:		
Orange Square	3901 Orange St. Riverside 92501	6 AP-325s
Mission Square	3750 University Ave. Riverside 92501	11 AP-325s
UOC	2911 Adams St. Riverside 92504	3 AP-325s
RPU sub-stations	5901 Payton Ave. Riverside 92504	2 AP-325s
RERC	5901 Payton Ave. Riverside 92504	4 AP-325s
Gateway	3435 14th St. Riverside 92501	3 AP-325s

EXHIBIT "B"
COMPENSATION

EXHIBIT E - PRICE PROPOSAL **RFP 1567 - Citywide Wi-Fi Improvement Project**

*For budgetary purposes

Line No.	Part Number	Part Description	Qty	Unit Price	Total	Taxable?	One-Time or Recurring Cost
Hardware							
1	AP-220-MINT-W2	AP-220 Series Mount Kit Secure	123	\$ 33.00	\$ 4,059.00	Yes	One-Time
2	SFP-10GE-SR	10GBASE-SR SFP+; 850nm pluggable 10GbE optic; LC	4	\$ 547.80	\$ 2,191.20	Yes	One-Time
3	SFP-SX	SFP - 1000Base SX, LC Connector	2	\$ 173.80	\$ 347.60	Yes	One-Time
4	PC-AC-NA	AC Power Cord (North America Version)	1	\$ -	\$ -	Yes	One-Time
5	7210-US	7210 4x 10GBASE-X (SFP+) 1x 350W AC PS	1	\$ 7,477.80	\$ 7,477.80	Yes	One-Time
6	PC-AC-NA	AC Power Cord (North America Version)	1	\$ -	\$ -	Yes	One-Time
7	7010-US	7010, 12x10/100/1000BASE-T PoE/PoE	1	\$ 1,757.80	\$ 1,757.80	Yes	One-Time
8	AP-325	Dual radio 802.11n/ac 4x4 MU-MIMO AP, integrated antennas	118	\$ 613.80	\$ 72,428.40	Yes	One-Time
9	IAP-225-US	Aruba Instant IAP-225 Wireless Access Point, 802.11n/ac, 3x3:3, dual radio, integrated antennas	5	\$ 569.80	\$ 2,849.00	Yes	One-Time
Software/Licenses							
10	LIC-RFP-1	Wireless Intrusion Protection Module License (1 AP Support)	1	\$ 30.80	\$ 30.80	No	One-Time
11	LIC-RFP-2	Wireless Intrusion Protection Module License (2 AP Support)	1	\$ 57.20	\$ 57.20	No	One-Time
12	LIC-RFP-8	RFP License (WIP+Spectrum) 8AP's	1	\$ 198.00	\$ 198.00	No	One-Time
13	LIC-RFP-16	RF Protect License w/ WIP and Spectrum 16 AP Support	1	\$ 369.60	\$ 369.60	No	One-Time
14	LIC-RFP-32	RFP License (WIP+Spectrum) 32 AP's	1	\$ 704.00	\$ 704.00	No	One-Time
15	LIC-RFP-64	PF Protect License - WIP and Spectrum	1	\$ 1,333.20	\$ 1,333.20	No	One-Time
16	LIC-PEFNG-1	Policy Enforcement Firewall	1	\$ 35.20	\$ 35.20	No	One-Time
17	LIC-PEFNG-2	Policy Enforcement Firewall (2 AP License)	1	\$ 66.00	\$ 66.00	No	One-Time
18	LIC-PEFNG-8	Policy Enforcement Firewall (8 AP License)	1	\$ 242.00	\$ 242.00	No	One-Time
19	LIC-PEFNG-16	Policy Enforcement Firewall 16 AP License	1	\$ 462.00	\$ 462.00	No	One-Time
20	LIC-PEFNG-32	Policy Enforcement Firewall (32 AP License)	1	\$ 880.00	\$ 880.00	No	One-Time
21	LIC-PEFNG-64	Policy Enforcement Firewall (64 AP License)	1	\$ 1,672.00	\$ 1,672.00	No	One-Time
22	LIC-1-AP	Access Point License	1	\$ 33.00	\$ 33.00	No	One-Time
23	LIC-2-AP	Access Point License (2 AP License)	1	\$ 66.00	\$ 66.00	No	One-Time
24	LIC-8-AP	Access Point License (8 Access Point License)	1	\$ 264.00	\$ 264.00	No	One-Time
25	LIC-16-AP	Access Point License (16 Access Point License)	1	\$ 528.00	\$ 528.00	No	One-Time
26	LIC-32-AP	Access Point License (32 Access Point License)	1	\$ 1,003.20	\$ 1,003.20	No	One-Time
27	LIC-64-AP	Access Point License (64 Access Point License)	1	\$ 1,900.80	\$ 1,900.80	No	One-Time
28	LIC-AW	Airwave License for One (1) device. Includes RAPIDS	127	\$ 33.00	\$ 4,191.00	No	One-Time

RFP 1567 - Citywide Wi-Fi Improvement Project

*For budgetary purposes

Line No.	Part Number	Part Description	Qty	Unit Price	Total	Taxable?	One-Time or Recurring Cost
29	LIC-CP-GM-2500	Guest License for Aruba ClearPass Policy Manager - 2,500 endpoints	0	\$ 17,600.00	\$ -	No	One-Time
30	CP-VA-25K	Aruba ClearPass Policy Manager 25K Virtual Appliance	2	\$ 24,200.00	\$ 48,400.00	No	One-Time
Maintenance/Support							
31	SN1-SFP-10GE-SR	NBD Support for SFP-10GE-SR (1 Year)	4	\$ 47.31	\$ 189.24	No	Recurring (Annual)
32	SN1-LIC-RFP-1	1 Yr Support RF protect license Including WIP	1	\$ 9.31	\$ 9.31	No	Recurring (Annual)
33	SN1-LIC-RFP-2	ARUBACARE SUPPORT FOR LIC-RFP-2 (1 Year)	1	\$ 17.29	\$ 17.29	No	Recurring (Annual)
34	SN1-LIC-RFP-8	Aruba Care Support for LIC-RFP-8 1 Year	1	\$ 61.75	\$ 61.75	No	Recurring (Annual)
35	SN1-LIC-RFP-16	Arubacare Support For LIC-RFP-16 (1 Year)	1	\$ 114.00	\$ 114.00	No	Recurring (Annual)
36	SN1-LIC-RFP-32	Arubacare Support For LIC-RFP-32 (1Year)	1	\$ 213.75	\$ 213.75	No	Recurring (Annual)
37	SN1-LIC-RFP-64	NBD Support for LIC-RFP-64 (1 Year)	1	\$ 403.75	\$ 403.75	No	Recurring (Annual)
38	SN1-LIC-PERNG-1	1 yr support policy enforcement firewall (1 AP license)	1	\$ 11.21	\$ 11.21	No	Recurring (Annual)
39	SN1-LIC-PERNG-2	Arubacare Support For LIC-2-AP (1Year)	1	\$ 19.95	\$ 19.95	No	Recurring (Annual)
40	SN1-LIC-PERNG-8	Support for LIC-PERNG-8 (1 Yr)	1	\$ 71.25	\$ 71.25	No	Recurring (Annual)
41	SN1-LIC-PERNG-16	Arubacare Support For LIC-PERNG-16 (1 Year)	1	\$ 137.75	\$ 137.75	No	Recurring (Annual)
42	SN1-LIC-PERNG-32	Arubacare Support For LIC-PERNG-32 (1 Year)	1	\$ 266.00	\$ 266.00	No	Recurring (Annual)
43	SN1-LIC-PERNG-64	1 Year Support for LIC-PERNG-64	1	\$ 503.50	\$ 503.50	No	Recurring (Annual)
44	SN1-LIC-1-AP	1 yr support access point license (1 access point)	1	\$ 9.97	\$ 9.97	No	Recurring (Annual)
45	SN1-LIC-2-AP	Arubacare Support For LIC-2-AP (1 Year)	1	\$ 19.95	\$ 19.95	No	Recurring (Annual)
46	SN1-LIC-8-AP	ArubaCare Next Day Support For LIC-8-AP (1Year)	1	\$ 80.75	\$ 80.75	No	Recurring (Annual)
47	SN1-LIC-16-AP	Arubacare Support For LIC-16-AP (1 Year)	1	\$ 161.50	\$ 161.50	No	Recurring (Annual)
48	SN1-LIC-32-AP	Arubacare Support For LIC-32-AP (1 Year)	1	\$ 304.00	\$ 304.00	No	Recurring (Annual)
49	SN1-LIC-64-AP	1 Year Support for LIC-64-AP	1	\$ 574.75	\$ 574.75	No	Recurring (Annual)
50	SN1-LIC-AW	Support for LIC-AW (1year)	127	\$ 9.97	\$ 1,266.19	No	Recurring (Annual)
51	SA1-LIC-CP-GM-2500	SUPPORT FOR LIC-CP-GM-2500 (1 YEAR)	0	\$ 3,040.00	\$ -	No	Recurring (Annual)
52	SA1-CP-VA-25K	NBD SUPPORT FOR CP-VA-25K (1 YEAR)	2	\$ 9,405.00	\$ 18,810.00	No	Recurring (Annual)
53	SN1-7210-US	NBD Support for 7210-US 1 Year	1	\$ 2,261.00	\$ 2,261.00	No	Recurring (Annual)
54	SN1-7010-US	NBD Support for 7010-US 1 Year	1	\$ 532.00	\$ 532.00	No	Recurring (Annual)
55	SN1-AP-325	NBD SUPPORT FOR AP-325 (1 YEAR)	118	\$ 53.01	\$ 6,255.18	No	Recurring (Annual)
56	SN1-IAP-225-US	NBD Support for IAP-225-US 1 year	5	\$ 49.21	\$ 246.05	No	Recurring (Annual)
Professional Services							
57		Cabling & AP Installation	106	\$ 313.50	\$ 33,231.00	No	One-Time
58		IAP Installation and Configuration	5	\$ 125.00	\$ 625.00	No	One-Time
59		Controller Installation and Configuration	1	\$ 2,000.00	\$ 2,000.00	No	One-Time
60		ClearPass & Airwave Implementation Services	1	\$ 4,000.00	\$ 4,000.00	No	One-Time
61		Mobilization	23	\$ 150.00	\$ 3,450.00	No	One-Time

RFP 1567 - Citywide Wi-Fi Improvement Project

*For budgetary purposes

Line No.	Part Number	Part Description	Qty	Unit Price	Total	Taxable?	One-Time or Recurring Cost
62		Project Management	21	\$ 250.00	\$ 5,250.00	No	One-Time
63		20 HRS Post-Project Support	1	\$ 2,500.00	\$ 2,500.00	No	One-Time
Materials/Other							
64	2413 D15U1000	Belden Cat6 Plenum Cable- Blue	38280	\$ 0.26	\$ 9,952.80	Yes	One-Time
65	AX103255	Belden 48 Port Cat6 Patch Panel 2U	14	\$ 258.00	\$ 3,612.00	Yes	One-Time
66	AX103253	Belden 24 Port Cat6 Patch Panel 1U	9	\$ 132.00	\$ 1,188.00	Yes	One-Time
67	AX101326	Belden Cat6 Keypoint Insert- Blue	212	\$ 5.10	\$ 1,081.20	Yes	One-Time
68	AX104133	Belden 2port Bliscuit	106	\$ 3.90	\$ 413.40	Yes	One-Time
69	C601106002	Belden Cat6 Patch Cords 2ft- Blue	212	\$ 5.16	\$ 1,093.92	Yes	One-Time
70	491RU-HFR	1U Horizontal Wire Manager	15	\$ 37.20	\$ 558.00	Yes	One-Time
71	CAT12	3/4IN J-Hook - No Attachment	428	\$ 1.38	\$ 590.64	Yes	One-Time
72		Misc Installation Material	118	\$ 6.00	\$ 708.00	Yes	One-Time
Tax, Shipping, Other Fees							
		Sub Total			\$ 256,340.85		
		Sales tax (8% on all taxable items)			\$ 8,824.70		
		Shipping/Freight (if applicable)			\$ -		
		Grand Total					\$ 265,165.55

EXHIBIT "C"

KEY PERSONNEL

Exhibit "C"
KEY PERSONNEL

1. Scott Shiffer
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