



Making a Daily Difference

Service Quotation

Quote #: FE00253376P

Prepared For:

City of Riverside
City of Riverside
3900 Main St
Riverside, California 92501
Attention: Carlos Robles

Prepared By:

Fabian Escalante
1667 N. Batavia
Orange, California 92677
Fabian.Escalante@convergent.com

Date: September 30, 2020

Project:	Genetec Camera Licenses-09-30-20
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Scope of Work

Convergent Technologies' scope of work includes furnishing the material listed in the below bill of materials (BOM). Proposal does not include programming or installation services. Warranty to be direct with manufacturer.

Material

Line	Qty	Part	Description	Unit Price	Extended Price
1			Sourcewell Contract #031517-CTL		
2	70.00	GSC-Om-E-1C	1 camera connection	\$203.12	\$14,218.40
3	450.00	GSC-Om-E-1FC	1 failover camera connection (camera connection NOT included). Mandatory Genetec™ Advantage.	\$18.69	\$8,410.50
4	2.00	Om-E-1FOD	1 failover directory server	\$739.38	\$1,478.76
5	700.00	ADV-CAM-E-1M	Genetec™ Advantage for 1 Omnicast™ Enterprise Camera – 1 month	\$3.41	\$2,387.00

Equipment Total	\$ 26,494.66
Total Labor/Other Costs	\$ 0.00
Freight	\$ 0.00
Tax if Applicable	\$ 0.00
Total Project Price	\$ 26,494.66

Attach Purchase Order or Requisition if Required

Customer Authorization:

Date:

Customer Signature:

Purchase Order #:



1667 N. Batavia, Orange, California 92677
Phone Mobile (949) 940-6428
Fabian.Escalante@convergent.com

August 19, 2020

City of Riverside
3900 Main St
Riverside, California 92501
Attention: Carlos Robles

Quotation: FE00285821P
License: C10 #986407

Reference: Genetec Upgrade - 08-19-20
Per Contract: Sourcewell_031517-CTL

On behalf of our thousands of global colleagues, I want to personally thank you for considering Convergent Technologies for this project and for providing us with the opportunity to present this proposal addressing your electronic security needs. We are confident that this proven solution is both comprehensive and customized to meet your needs today and in the years ahead.

Convergent has developed a strong reputation for service excellence and is the only company recognized twice as the Systems Integrator of the Year by SDM Magazine. Most recently, Convergent was ranked the 2nd largest global systems integrator. This recognition is, in part, a reflection of the strong relationships Convergent has developed with the industry's top technology manufacturers. Convergent Technologies has a strong history of success with similar solutions provided to other clients and would be happy to provide these references upon request.

Our guiding principal has always been to be a customer-focused and service-based company, supported by dedicated and certified professionals who strive to make a daily difference. Our vision of becoming our customers' best service provider is what drives everything we do. After achieving a successful on-time and on-budget project installation, Convergent will provide you with the industry's best on-going service. This service includes our 24/7 customer portal (iCare), designed to track service work orders, project progress, and provide you with detailed metric reporting for continuous improvement.

The following security proposal is specifically designed to meet your needs. As your single point of contact, please feel free to contact me with any additional questions you may have. Thank you again for considering Convergent Technologies as your partner for your electronic security needs.

Scope of Work

Convergent Technologies' scope of work includes performing a system upgrade as outlined below and with regards to the data listed in the clarifications and exclusions section of this proposal. Proposal complies with prevailing wage labor requirements.

The scope of work will include the upgrade of the City's Genetec Omnicast Enterprise systems. The upgrade will be performed in several steps:

1. Upgrade existing City Omnicast Enterprise System from version 5.6 to version 5.9
 - a. System is based on 18 archivers, 1 directory server, 1 fail-over directory server and separate SQL server in centralized location. System has a total of 810 cameras.
 - b. Convergent will provide Genetec upgrade on all archivers, fail-over archivers and fail-over directory servers.
 - c. City will provide new servers, racked and networked with up to date and patched operating system, disk space and memory as recommended by Genetec. Convergent will need to load Genetec 5.9 on all new servers prior to performing the upgrade.
 - d. City will need to be current in their Genetec Advantage Support (SMA) to allow for the download of the new software and support from Genetec as needed.

Convergent will provide project specialists and project management to properly plan and perform system upgrade. Convergent will be on-site to perform the upgrade.

Customer will be responsible for the following tasks prior to Convergent team arriving on site:

- Confirm existing cameras supported by Genetec version 5.9
- Upgrade all camera firmware as needed
- Notify stakeholders of potential downtime with camera recording and viewing during upgrade

Customer will be responsible for following tasks after the upgrade has been completed:

- Upgrade all Client viewing stations as needed

Convergent's scope does not include providing or installing of any equipment including servers, storage, cameras, cabling or other third-party equipment. Scope does not include aim, focus or setting adjustments of existing cameras.

Warranty

Convergent will provide a one-year labor warranty. Provision of labor and materials after the first year will be billed on a time and materials basis.

Bill of Materials

Line	Qty	Part	Description	Manufacturer	Unit Price	Extended Price
1			Sourcewell_031517-CTL			
2			All Labor Complies with Sourcewell_031517-CTL			

Equipment Total	\$	0.00
Total Labor/Other Costs	\$	11,288.00
Freight/Warranty	\$	0.00
Tax if Applicable	\$	0.00
Total Project Price	\$	11,288.00

Clarifications and Exclusion

1. All work proposed herein, shall be performed during normal business hours Monday through Friday 8:00 am - 5:00 pm.
2. Genetec upgrade will require re-indexing of file system. Convergent cannot guarantee that existing recorded video or storage requirements will not be impacted by upgrade.
3. Proposal excludes migrating existing video forward to new storage. Convergent recommends leaving existing video on existing hardware for 1 year to maintain retention compliance.
4. Anything in the Contract Documents notwithstanding, in no event shall either Contractor or Subcontractor be liable for special, indirect, incidental or consequential damages, including commercial loss, loss of use, or lost profits, even if either party has been advised of the possibility of such damages.
5. Convergent Technologies reserves the right to negotiate mutually acceptable contract terms and conditions with customer by making mutually agreeable changes to the formal contract included in the Bid Documents.

Performance Items

Items Included	
Loading Software on Customer Provided Computer	One-Year Warranty on Labor
Project Management	Servers by Others
System Programming	
Items Excluded	
120 VAC Power and Fused Disconnect Switch	120 VAC Power Receptacles
Additional Lighting Requirements for Cameras	Applicable Taxes
Attend General Contractor Project Meetings	Attend Owner Project Meetings
Authority having Jurisdiction permit drawing (requires customer CAD)	Cable
Ceiling Tiles and Ceiling Grid Repairs	Connection to Building Fire Alarm Panel
Correction of Wiring Faults Caused by Others	Door wiring typical connections
Electrical Installation Permit	Electrified Door Locking Hardware
Engineering and Drawings	Equipment rack layout drawing
FA Permit and Plan Review Fees	Fire Stopping (Excludes Existing Penetrations)
Fire Watch	Floor Coverings for Lifts
Floor plan with device placement and numbering (requires customer CAD)	Freight (prepaid)
Horizontal Core Drilling	Installation of Bridle Rings
Installation of CCTV Cameras	Installation of Conduit, Boxes and Fittings
Installation of Control Equipment Enclosures	Installation of Control Panels
Installation of Intercom Systems	Installation of Intrusion Panels
Installation of Low Voltage Wire	Installation of Network Cabling to Card Readers
Installation of Network Cabling to IP Cameras	Installation of Network Cabling to IP Intercoms
Installation of Specialty Backboxes	Installation of Terminal Cabinets
Installation of Video Recorders (DVR/NVR)	Installation of Wire and Cable
Installation of Wire Hangars	Lifts
Low Voltage Permits	Material (listed in the BOM)
Mounting/Termination of Proposed Devices	On-Site Lockable Storage Facility
One-Year Warranty on Parts	Operations & Maintenance Manuals
Owner to Provide Static IP Addresses	Owner Training
Panel Wall Elevation drawing (may require customer CAD)	Panel wiring point with to point connections
Patch and Paint	Payment & Performance Bonds
Record Documentation (As-Built)	Riser drawing with home run wiring
Servers by Convergent	Specialty Backboxes
Submittal Drawings	System Engineering
System is Design-Build	System Meets Plans/Drawings
Terminal Cabinets	Termination of Control Equipment Enclosures
Testing of all Proposed Devices	Vertical Core Drilling
Wire	Workstations by Convergent
Workstations by Others	

Total Project Investment:

\$ 11,288.00

Thank you for considering Convergent Technologies for your Security needs. If you have any questions or would like additional information, please don't hesitate to contact me immediately. If you would like to proceed with the scope of work as outlined in this proposal, please sign below and return to my attention.

Sincerely,

Fabian Escalante
Convergent Technologies

By signing below, I accept this proposal and agree to the Terms and Conditions contained herein

Carlos Robles

August 19, 2020

Customer Name (Printed)

Date

Authorized Signature

Title

Convergent Technologies' Install Terms & Conditions

Throughout this Installation Proposal, the term, "Convergent" refers to the Convergent Technologies' affiliate operating in the state/province in which the work is being performed, specifically, "Convergent Technologies LLC" or "Convergent Technologies LTD".

SECTION 1. THE WORK

This Installation Proposal takes precedence over and supersedes any and all prior proposals, correspondence, and oral agreements or representations relating to the work set forth in the attached scope of work ("Work"). This Installation Proposal commences on the Start Date as specified in the attached scope of work, and represents the entire agreement between Convergent and Customer (the "Agreement") and it may only be amended by a written document signed by both Convergent and Customer. In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

Convergent agrees in accordance with the mutually agreed project schedule:

- a. To submit shop drawings, product data, samples and similar submittals if required in performing the Work;
- b. To pay for all labor, materials, equipment, tools, supervision, programming, testing, startup and documentation required to perform the Work in accordance with the Agreement;
- c. Secure and pay for permits and governmental fees, licenses and inspections necessary for proper execution and completion of the Work; and
- d. Hire subcontractors and order material to perform part of the Work, if necessary, while remaining responsible for the completion of the Work.

Customer agrees in accordance with the mutually agreed project schedule, and at no cost to Convergent:

- a. To promptly approve submittals provided by Convergent;
- b. To provide access to all areas of the facility which are necessary to complete the Work;
- c. To supply suitable electrical service as required by Convergent; and
- d. That in the event of any emergency or systems failure, reasonable safety precautions will be taken by Customer to protect life and property during the period of time from when Convergent is first notified of the emergency or failure and until such time that Convergent notifies the Customer that the systems are operational or that the emergency has cleared.

SECTION 2. PRICING

Pricing and amounts proposed shall remain valid for 30 days unless otherwise specified. Price includes only the material listed based on Convergent's interpretation of plans and specifications unless noted otherwise. Additional equipment, unless negotiated prior to order placement, will be billed accordingly. Sales taxes, (and in Canada GST/PST) and any other taxes assessed on Customer shall be added to the price upon invoice to Customer.

SECTION 3. INVOICE REMITTANCE AND PAYMENT

Customer agrees to pay Convergent twenty-five (25%) percent of the total price as a mobilization fee at the time of executing this Agreement.

If the Work is performed over more than a month, Convergent will invoice Customer each month for the Work performed during the previous month. Customer agrees to pay the amount due to Convergent as invoiced, within thirty (30) days of the date of such invoice. If the Work is completed in less than one month, Customer agrees to pay Convergent in full after the Work has been performed within thirty (30) days of the date of being invoiced. Invoices shall not include or be subject to a project retention percentage. If Customer is overdue in any payment to Convergent, Convergent shall be entitled to suspend the Work until paid, and charge Customer an interest rate 1 and 1/2% percent per month, (or the maximum rate permitted by law), and may avail itself of any other legal or equitable remedy. Customer shall reimburse Convergent costs incurred in collecting any amounts that become overdue, including attorney fees, court costs and any other reasonable expenditure.

SECTION 4. WARRANTY

Convergent provides the following warranty to the Customer:

For the period of one (1) year, commencing at the earlier of substantial completion of the Work, or first beneficial use, ("Warranty Period"):

- a. That Work performed under this Agreement will be of good quality;
- b. That all equipment will be new unless otherwise required or permitted by this Agreement;
- c. That the Work will be free from defects not inherent in the quality required or permitted; and
- d. That the Work will conform to the requirements of this Agreement.

The Customer's sole remedy for any breach of this warranty is that Convergent shall remove, replace and/or repair at its own expense any defective or improper Work, discovered within the Warranty Period, provided Convergent is notified in writing of any defect within the Warranty Period.

Any equipment or products installed by Convergent in the course of performing the Work hereunder shall only carry such warranty as is provided by the manufacturer thereof, which Convergent hereby assigns to Customer without recourse to Convergent. Upon request of Customer, Convergent will use all reasonable efforts to assist Customer in enforcing any such third party warranties. This warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Convergent, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. **NO FURTHER WARRANTIES OR GUARANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO ANY GOODS OR SERVICES PROVIDED UNDER THIS AGREEMENT, AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.**

SECTION 5. CHANGES

Without invalidating this Agreement or any bond given hereunder, Customer or Convergent may request changes in the Work. Any changes to the Work and any adjustment to the Agreement Price or the time for completion of the Work shall be in writing signed by both Customer and Convergent. If Customer orders any additional work or causes any material interference with Convergent's performance of the Work, Convergent shall be entitled to an equitable adjustment in the time for performance and in the Agreement Price, including a reasonable allowance for overhead and profit.

SECTION 6. FORCE MAJEURE

Neither Customer nor Convergent shall be responsible or liable for, shall incur expense for, or be deemed to be in breach of this Agreement because of any delay in the performance of their respective obligations pursuant to this Agreement due solely to circumstances beyond their reasonable control ("Force Majeure") and without the fault or negligence of the party experiencing such delay, provided that the party experiencing the delay shall promptly give written notification to the other party within five (5) days after such party has learned of the Force Majeure. A Force Majeure event shall include,

Version 1.09 April 2017

but not be limited to: accident, fire, storm, water, flooding, negligence, vandalism, power failure, installation of incompatible equipment, improper operating procedures, source current fluctuations or lighting. If performance by either party is delayed due to Force Majeure, the time for that performance shall be extended for a period of time reasonably necessary to overcome the effect of the delay. Any Services required by Convergent due to reasons set forth in this Force Majeure Section shall be charged to Customer in addition to any amounts due under this Agreement.

SECTION 7. INSURANCE

Convergent shall have the following insurance coverage during the term of this Agreement, and shall provide certificates of insurance to the Customer prior to beginning work hereunder:

Worker's Compensation	Statutory Limits
Employer's Liability	\$1,000,000 per occurrence /aggregate
Commercial General Liability	\$1,000,000 per occurrence/aggregate \$2,000,000 general aggregate
Automobile Liability	\$1,000,000 per occurrence/aggregate
Excess/Umbrella Liability	\$4,000,000 per occurrence/aggregate

All insurance policies carried by Convergent hereunder shall be primary to and noncontributory with the insurance afforded to Customer, and shall name the Customer as "additional insured", with respect to liability arising out of work performed by Convergent, as applicable, but only to the extent of liabilities falling within the indemnity obligations of Convergent, pursuant to the terms of this Agreement. Convergent shall provide to the Customer no less than thirty (30) days notice prior to the termination or cancellation of any such insurance policy.

SECTION 8. INDEMNIFICATION

Convergent shall indemnify and hold Customer harmless from and against claims, damages, losses and expenses, (including, but not limited to, reasonable attorney's fees), attributable to bodily injury, sickness, disease or death, or to destruction of tangible property, but only to the extent caused by: a) the negligent or willful acts or omissions of Convergent or Convergent's employees or subcontractors while on Customer's site, or b) the malfunction of the equipment supplied by Convergent, or c) Convergent's breach of this Agreement.

IN NO EVENT SHALL EITHER CONVERGENT OR CUSTOMER BE LIABLE TO THE OTHER PARTY HERETO FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING COMMERCIAL LOSS, LOSS OF USE OR LOST PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL CONVERGENT BE LIABLE TO CUSTOMER FOR ANY AMOUNTS IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER TO CONVERGENT.

It is understood and agreed by the parties hereto that Convergent is or may be providing monitoring and or intrusion products which are designed to provide notification of certain events but are not intended to be guarantees or insurers against any acts for which they are supposed to monitor or inform. As required by the monitoring and intrusion industry and the manufacturers thereof, Convergent's indemnification obligation pursuant to Section 8 herein, does not apply to the extent the loss indemnified against is caused by any monitoring or intrusion product or software provided by but not manufactured by Convergent. Convergent shall have **no** liability to Customer for any losses to the extent such losses are caused by the monitoring or intrusion product or software. Customer shall indemnify, defend, and hold harmless Convergent, from and against all claims, lawsuits, damages, losses and expenses by persons not a party to this Agreement, but only to the extent caused by such monitoring or intrusion product or software provided by but not manufactured by Convergent.

SECTION 9. COMPLIANCE WITH LAW, EEO & SAFETY

This Agreement shall be governed and construed in accordance with the laws of the state/province in which the Work is being performed. Convergent agrees to comply with all laws and regulations relating to or governing the Work. Convergent agrees to comply with all reporting requirements imposed by law or this Agreement. Convergent shall comply with all safety related laws and regulations and with the safety program of the Customer, provided such program is supplied to Convergent prior to beginning work.

In the event that Convergent discovers or suspects the presence of hazardous materials, or unsafe working conditions at Customer's facility where the Work is to be performed, Convergent is entitled to stop the Work at that facility if such hazardous materials, or unsafe working conditions were not provided by or caused by Convergent. Convergent in its sole discretion shall determine when it is "safe" to return to perform the Work at Customer's facility. Convergent shall have no responsibility for the discovery, presence, handling, removing or disposal of or exposure of persons to hazardous materials in any form at the Customer's facility. Customer shall indemnify and hold harmless Convergent from and against claims, damages, losses and expenses, including but not limited to, reasonable attorney's fees, arising out of or resulting from undisclosed hazardous materials, or unsafe working conditions at Customer's facility.

SECTION 10. DISPUTES

In the event of any dispute between Convergent and Customer, Convergent and Customer shall first attempt to resolve the dispute in the field, but if that is not successful, then in a meeting between authorized officers of each company. If settlement attempts are not successful, then the dispute shall be subject to and decided by mediation or arbitration. Such mediation or arbitration shall be conducted in accordance with the Construction Industry Mediation or Arbitration Rules of the American Arbitration Association currently in effect and shall be a final binding resolution of the issues presented between the parties.

SECTION 11. MISCELLANEOUS

Neither party to this Agreement shall assign this Agreement without the prior written consent of the other party hereto. Convergent may assign this Agreement to any of its parents, subsidiary or affiliated companies or any entity majority owned by Convergent.

Notices shall be in writing and addressed to the other party, in accordance with the names and addresses of the parties as shown above. All notices shall be effective upon receipt by the party to whom the notice was sent.

A waiver of the terms hereunder by one party to the other party shall not be effective unless in writing and signed by a person with authority to commit the Customer or Convergent and delivered to the non-waiving party according to the notice provision herein. No waiver by Customer or Convergent shall operate as a continuous waiver, unless the written waiver specifically states that it is a continuous waiver of the terms stated in that waiver.

The Sections regarding invoicing, warranty and indemnity shall survive the termination of this Agreement.

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions. The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: Sales Tax shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Materials:	\$24,825.00
Labor:	
Tax:	\$1,472.73
Job Total	\$26,297.73

Prepared For Steve Amsden

Customer Signature _____

Printed Name _____

Date _____

Prepared By Skyler Peterson

VectorUSA Signature _____

Printed Name _____

Date _____

Assumptions and Exclusions: The above stated assumptions and exclusions are fully integrated and incorporated within the below terms and conditions and are to be treated as one inclusive document.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required.

Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Access: Customer agrees to maintain, where required, a full time, dedicated Internet connection and to allow VectorUSA access to the Customer's network via that Internet connection. Customer agrees to allow VectorUSA employees or subcontractors access to its facilities in order to perform services under this Agreement. Customer agrees to allow VectorUSA access to the covered Equipment. Customer agrees to allow VectorUSA to load any necessary management software on their systems and / or install a Vector-owned device on the Customer network as required. Customer agrees to furnish VectorUSA with Administrator-level password access for all covered Equipment and servers, where necessary. VectorUSA agrees not to prevent Customer from accessing any Equipment owned by the Customer. If persons other than VectorUSA representatives shall perform maintenance, or repair the Equipment, and as a result further repair by VectorUSA is required to restore the Equipment to good operating condition, such repair will be made at rates for additional onsite service established in this Agreement.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and / or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and / or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and / or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer.

Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Indemnification: Both the Customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, its vendors, and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees, arising out of the Customer's use of the services in this Agreement.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O / S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Applicable Law: This Agreement shall be governed by the laws of the State of California. It constitutes the entire Agreement between the Customer and VectorUSA. Its terms and conditions shall prevail should there be any variance with the terms and conditions of any order submitted by the Customer for the repair or maintenance of the Equipment in the Equipment.

Either party may terminate this Agreement at any time for failure of the other to comply with any of its Terms and Conditions.

The Customer represents that he is owner of the Equipment subject to this Agreement or if not the owner, he has authority to enter into the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and / or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: Sales Tax shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 30 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent more than thirty (30) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after receiving written notification of such default, the Customer agrees to pay reasonable collection costs, late charges and / or Attorney Fees. Late charges, if levied, shall be assessed at 1.5% monthly or 18% annually.

Contract: Unless otherwise agreed upon in writing this contract will be executed as a fixed price contract.

Acceptance of Order: This quote is valid for 30 days. The prices, specifications and conditions are satisfactory and are hereby accepted. VectorUSA is authorized to do the work as specified. Signature and Purchase Order due upon acceptance.

Materials:	\$24,825.00
Labor:	
Tax:	\$1,472.73
Job Total	\$26,297.73

Prepared For City of Riverside

Prepared By Skyler Peterson

Customer Signature _____

VectorUSA Signature _____

Printed Name _____

Printed Name _____

Date _____

Date _____



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000082306059.1	Sales Rep	Jason Welch
Total	\$175,960.40	Phone	(800) 456-3355, 6179734
Customer #	140898332	Email	Jason_Welch1@Dell.com
Quoted On	Apr. 02, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 01, 2021		CITY OF RIVERSIDE
Solution ID	14039880		FINANCE DEPARTMENT
Deal ID	16594198		PURCHASING
			3900 MAIN ST
			RIVERSIDE, CA 92522-0001

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jason Welch

Shipping Group

Shipping To	Shipping Method
ROSALINDA ACOSTA CITY OF RIVERSIDE 3900 MAIN ST INFORMATION SYSTEMS - BASEMENT RIVERSIDE, CA 92522-0000 (951) 826-2350	Standard Delivery

Product	Unit Price	Quantity	Subtotal
R740XD2 - Storage Dense Node	\$22,848.75	7	\$159,941.25
C2G 2ft 16 AWG Universal Power Cord (NEMA 5-15P to IEC320C13) - power cable - 2 ft	\$9.45	14	\$132.30
Dell Networking Transceiver, S FP+ 10GBASE-T, 30m reach on CA T6a/7, Customer Kit [1]	\$293.25	7	\$2,052.75

Kit - Dell EMC PowerEdge SFP+ SR Optic, 10GbE, 850nm [1]	\$84.84	14	\$1,187.76
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Subtotal:	\$163,314.06
Shipping:	\$0.00
Non-Taxable Amount:	\$18,784.50
Taxable Amount:	\$144,529.56
Estimated Tax:	\$12,646.34
<hr/>	
Total:	\$175,960.40

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

ROSALINDA ACOSTA
CITY OF RIVERSIDE
3900 MAIN ST
INFORMATION SYSTEMS -
BASEMENT
RIVERSIDE, CA 92522-0000
(951) 826-2350

Shipping Method

Standard Delivery

R740XD2 - Storage Dense Node

Estimated delivery if purchased today:

Apr. 26, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

	Quantity	Subtotal
\$22,848.75	7	\$159,941.25

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R740xd2 Server	210-ARCU	-	7	-
PowerEdge R740xd2 MLK Motherboard, V2	329-BFBM	-	7	-
No Trusted Platform Module	461-AADZ	-	7	-
Chassis Config 1, 24x3.5" HDD + 2x3.5" Rear HDD, Single PERC, for Riser Config 2 or 3	321-BDXV	-	7	-
PowerEdge R740XD2 Shipping	340-COPN	-	7	-
PowerEdge R740xd2 Shipping Material	340-CKUB	-	7	-
PowerEdge R740XD2 CCC and BIS Marking, No CE Marking	389-DSVD	-	7	-
Intel Xeon Gold 6230 2.1G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo, HT (125W) DDR4-2933	338-BRVN	-	7	-
Intel Xeon Gold 6230 2.1G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo, HT (125W) DDR4-2933	338-BRVN	-	7	-
Additional Processor Selected	379-BDCO	-	7	-
DIMM Blanks for System with 2 Processors	370-ABXX	-	7	-
1 CPU Standard Thermal for 3.5" Chassis	412-AARI	-	7	-
3200MT/s RDIMMs	370-AEVR	-	7	-
Performance Optimized	370-AAIP	-	7	-
Unconfigured RAID	780-BCDS	-	7	-
PERC H730P Controller Card	405-AAND	-	7	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	403-BCHI	-	7	-
No Operating System	611-BBBF	-	7	-
No Media Required	605-BBFN	-	7	-
OpenManage Enterprise Advanced	528-BIYY	-	7	-
iDRAC9 Datacenter 14G	528-CIBI	-	7	-
iDRAC Group Manager, Enabled	379-BCQV	-	7	-
iDRAC,Factory Generated Password	379-BCRG	-	7	-
Riser Config 2, 2xLP, Dual CPU, R740xd2	330-BBMW	-	7	-
On-Board LOM	542-BBBP	-	7	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	7	-

PowerEdge 2U Standard Bezel	325-BCHU	-	7	-
Performance BIOS Settings	384-BBBL	-	7	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	-	7	-
PEC Static Rails	770-BCFZ	-	7	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	7	-
Dell Hardware Limited Warranty Plus On-Site Service	822-8356	-	7	-
ProSupport Plus: Next Business Day On-Site Service After Problem Diagnosis, 5 Years	822-8464	-	7	-
ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 5 Years	822-8465	-	7	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	7	-
Keep Your Hard Drive, 5 Year	980-3634	-	7	-
Basic Deployment Dell Server R Series 1U/2U	804-6747	-	7	-
Asset Tag ProSupport Plus (Website, barcode, Onboard MacAddress)	366-0182	-	7	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	7	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	28	-
16TB Hard Drive 7.2K SAS 12Gbps 512e 3.5in Hot-Plug	400-BHIY	-	161	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BBVK	-	7	-
No Power Cord	450-AAGG	-	7	-

Quantity Subtotal

C2G 2ft 16 AWG Universal Power Cord (NEMA 5-15P to IEC320C13) - power cable - 2 ft **\$9.45 14 \$132.30**

Estimated delivery if purchased today:

Apr. 13, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
C2G 2ft Universal Power Cord - 16 AWG - NEMA 5-15P to IEC320C13 - power cable - 2 ft	A7081822	-	14	-

Quantity Subtotal

Dell Networking Transceiver, S FP+ 10GBASE-T, 30m reach on CA T6a/7, Customer Kit [1] **\$293.25 7 \$2,052.75**

Estimated delivery if purchased today:

Apr. 15, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Networking Transceiver, SFP+ 10GBASE-T, 30m reach on CAT6a/7	407-BBWL	-	7	-

Quantity Subtotal

Kit - Dell EMC PowerEdge SFP+ SR Optic, 10GbE, 850nm [1] **\$84.84 14 \$1,187.76**

Estimated delivery if purchased today:

Apr. 13, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC PowerEdge SFP+ SR Optic, 10GbE, 850nm	407-BCBN	-	14	-

Subtotal: \$163,314.06
Shipping: \$0.00

Estimated Tax: \$12,646.34

Total: \$175,960.40

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

Quote No.	3000082306423.1	Sales Rep	Jason Welch
Total	\$184,388.18	Phone	(800) 456-3355, 6179734
Customer #	140898332	Email	Jason_Welch1@Dell.com
Quoted On	Apr. 02, 2021	Billing To	ACCOUNTS PAYABLE
Expires by	Jun. 01, 2021		CITY OF RIVERSIDE
Solution ID	14039933		FINANCE DEPARTMENT
Deal ID	16594198		PURCHASING
			3900 MAIN ST
			RIVERSIDE, CA 92522-0001

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Jason Welch

Shipping Group

Shipping To	Shipping Method
CARLOS ROBLES CITY OF RIVERSIDE 3085 ST LAWRENCE ST RIVERSIDE, CA 92504-4469 (951) 826-2155	Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Networking Transceiver, S FP+ 10GBASE-T, 30m reach on CA T6a/7, Customer Kit [1]	\$293.25	8	\$2,346.00
C2G 2ft 16 AWG Universal Power Cord (NEMA 5-15P to IEC320C13) - power cable - 2 ft	\$9.45	16	\$151.20
Kit - Dell EMC PowerEdge SFP+ SR Optic, 10GbE, 850nm [1]	\$84.84	16	\$1,357.44
R740XD2 - Storage Dense Node	\$22,848.75	7	\$159,941.25

PowerEdge R740 - Compute nodes	\$7,512.99	1	\$7,512.99
			Subtotal:
			\$171,308.88
			Shipping:
			\$0.00
			Non-Taxable Amount:
			\$21,831.32
			Taxable Amount:
			\$149,477.56
			Estimated Tax:
			\$13,079.30
			Total:
			\$184,388.18

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

Shipping Group Details

Shipping To

CARLOS ROBLES
CITY OF RIVERSIDE
3085 ST LAWRENCE ST
RIVERSIDE, CA 92504-4469
(951) 826-2155

Shipping Method

Standard Delivery

		Quantity	Subtotal
Dell Networking Transceiver, S FP+ 10GBASE-T, 30m reach on CA T6a/7, Customer Kit [1]	\$293.25	8	\$2,346.00

Estimated delivery if purchased today:

Apr. 15, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell Networking Transceiver, SFP+ 10GBASE-T, 30m reach on CAT6a/7	407-BBWL	-	8	-

		Quantity	Subtotal
C2G 2ft 16 AWG Universal Power Cord (NEMA 5-15P to IEC320C13) - power cable - 2 ft	\$9.45	16	\$151.20

Estimated delivery if purchased today:

Apr. 13, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
C2G 2ft Universal Power Cord - 16 AWG - NEMA 5-15P to IEC320C13 - power cable - 2 ft	A7081822	-	16	-

		Quantity	Subtotal
Kit - Dell EMC PowerEdge SFP+ SR Optic, 10GbE, 850nm [1]	\$84.84	16	\$1,357.44

Estimated delivery if purchased today:

Apr. 13, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
Dell EMC PowerEdge SFP+ SR Optic, 10GbE, 850nm	407-BCBN	-	16	-

		Quantity	Subtotal
R740XD2 - Storage Dense Node	\$22,848.75	7	\$159,941.25

Estimated delivery if purchased today:

Apr. 26, 2021

Contract # C000000181156

Customer Agreement # MNWNC-108/7157034003

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R740xd2 Server	210-ARCU	-	7	-
PowerEdge R740xd2 MLK Motherboard, V2	329-BFBM	-	7	-
No Trusted Platform Module	461-AADZ	-	7	-
Chassis Config 1, 24x3.5" HDD + 2x3.5" Rear HDD, Single PERC, for Riser Config 2 or 3	321-BDXV	-	7	-
PowerEdge R740XD2 Shipping	340-COPN	-	7	-
PowerEdge R740xd2 Shipping Material	340-CKUB	-	7	-
PowerEdge R740XD2 CCC and BIS Marking, No CE Marking	389-DSVD	-	7	-
Intel Xeon Gold 6230 2.1G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo,		-		

HT (125W) DDR4-2933	338-BRVN	7	-
Intel Xeon Gold 6230 2.1G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo, HT (125W) DDR4-2933	338-BRVN	7	-
Additional Processor Selected	379-BDCO	7	-
DIMM Blanks for System with 2 Processors	370-ABXX	7	-
1 CPU Standard Thermal for 3.5" Chassis	412-AARI	7	-
3200MT/s RDIMMs	370-AEVR	7	-
Performance Optimized	370-AAIP	7	-
Unconfigured RAID	780-BCDS	7	-
PERC H730P Controller Card	405-AAND	7	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),LP	403-BCHI	7	-
No Operating System	611-BBBF	7	-
No Media Required	605-BBFN	7	-
OpenManage Enterprise Advanced	528-BIYY	7	-
iDRAC9 Datacenter 14G	528-CIBI	7	-
iDRAC Group Manager, Enabled	379-BCQV	7	-
iDRAC,Factory Generated Password	379-BCRG	7	-
Riser Config 2, 2xLP, Dual CPU, R740xd2	330-BBMW	7	-
On-Board LOM	542-BBBP	7	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	7	-
PowerEdge 2U Standard Bezel	325-BCHU	7	-
Performance BIOS Settings	384-BBBL	7	-
UEFI BIOS Boot Mode with GPT Partition	800-BBDM	7	-
PEC Static Rails	770-BCFZ	7	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	7	-
Dell Hardware Limited Warranty Plus On-Site Service	822-8356	7	-
ProSupport Plus: Next Business Day On-Site Service After Problem Diagnosis, 5 Years	822-8464	7	-
ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 5 Years	822-8465	7	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	7	-
Keep Your Hard Drive, 5 Year	980-3634	7	-
Basic Deployment Dell Server R Series 1U/2U	804-6747	7	-
Asset Tag ProSupport Plus (Website, barcode, Onboard MacAddress)	366-0182	7	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	7	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	28	-
16TB Hard Drive 7.2K SAS 12Gbps 512e 3.5in Hot-Plug	400-BHIY	161	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BBVK	7	-
No Power Cord	450-AAGG	7	-

		Quantity	Subtotal
PowerEdge R740 - Compute nodes		1	\$7,512.99
Estimated delivery if purchased today: Apr. 22, 2021 Contract # C000000181156			

Description	SKU	Unit Price	Quantity	Subtotal
PowerEdge R740 Server	210-AKXJ	-	1	-
PowerEdge R740/R740XD Motherboard	329-BEIK	-	1	-
No Trusted Platform Module	461-AADZ	-	1	-
Chassis with up to 8 x 2.5" SAS/SATA Hard Drives for 2CPU Configuration	321-BCSM	-	1	-
PowerEdge R740 Shipping	340-BLKS	-	1	-
PowerEdge R740 Shipping Material	340-CORZ	-	1	-
PowerEdge R740 CCC and BIS Marking, No CE Marking	389-DSWS	-	1	-
Intel Xeon Gold 6230 2.1G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo, HT (125W) DDR4-2933	338-BRVN	-	1	-
Intel Xeon Gold 6230 2.1G, 20C/40T, 10.4GT/s, 27.5M Cache, Turbo, HT (125W) DDR4-2933	338-BRVN	-	1	-
Additional Processor Selected	379-BDCO	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
Standard 1U Heatsink	412-AAIQ	-	1	-
3200MT/s RDIMMs	370-AEVR	-	1	-
Performance Optimized	370-AAIP	-	1	-
Unconfigured RAID	780-BCDS	-	1	-
PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height	405-AANR	-	1	-
BOSS controller card + with 2 M.2 Sticks 240G (RAID 1),FH	403-BCHP	-	1	-
No Operating System	619-ABVR	-	1	-
OpenManage Enterprise Advanced	528-BIYY	-	1	-
iDRAC9 Datacenter 14G	528-CIBI	-	1	-
iDRAC Group Manager, Enabled	379-BCQV	-	1	-
iDRAC,Legacy Password	379-BCSG	-	1	-
Riser Config 5, 6 x8, 2 x16 slots	330-BBHC	-	1	-
Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC	540-BBUK	-	1	-
No Internal Optical Drive	429-ABBJ	-	1	-
6 Performance Fans forR740/740XD	384-BBPZ	-	1	-
Dual, Hot-plug, Redundant Power Supply (1+1), 1100W	450-ADWM	-	1	-
No Power Cord	450-AAGG	-	1	-
PowerEdge 2U LCD Bezel	325-BCHV	-	1	-
Dell EMC Luggage Tag	350-BBKG	-	1	-
Quick Sync 2 (At-the-box mgmt)	350-BBJU	-	1	-
Performance BIOS Settings	384-BBBL	-	1	-
ReadyRails Sliding Rails	770-BBBQ	-	1	-
No Systems Documentation, No OpenManage DVD Kit	631-AACK	-	1	-
Dell Hardware Limited Warranty Plus On-Site Service	813-9119	-	1	-
ProSupport Plus: Next Business Day On-Site Service After Problem Diagnosis, 5 Years	813-9163	-	1	-
ProSupport Plus: 7x24 HW/SW Technical Support and Assistance, 5		-		

Years	813-9164		1	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit //www.dell.com/contactdell	951-2015	-	1	-
Keep Your Hard Drive, 5 Year	980-3634	-	1	-
Basic Deployment Dell Server R Series 1U/2U	804-6747	-	1	-
Asset Tag ProSupport Plus (Website, barcode, Onboard MacAddress)	366-0182	-	1	-
CFI,Information,VAL,CHASSISDEF,Factory Install	377-8262	-	1	-
16GB RDIMM, 3200MT/s, Dual Rank	370-AEVQ	-	4	-
480GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive, 1 DWPD	400-AXTV	-	1	-
No Media Required	421-5736	-	1	-
Broadcom 57414 Dual Port 10/25GbE SFP28 Adapter, PCIe Low Profile	540-BBVK	-	1	-

Subtotal:	\$171,308.88
Shipping:	\$0.00
Estimated Tax:	\$13,079.30
<hr/>	
Total:	\$184,388.18

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Scope of Services: VectorUSA agrees to provide the services stated in this Agreement for all Customer Premise Equipment ("Equipment"). VectorUSA does not warrant that the operation of any listed Equipment shall be uninterrupted. The services to be supplied by VectorUSA for the total charge set forth on this Agreement shall consist of personnel services required to respond appropriately to Customer incidents and issues, and requests for additional professional services and materials as required. Charges for materials and services outside the scope of this Agreement but still required to resolve Customer requests shall be due and payable upon receipt of an invoice after the completion of the installation, repair, or other service. The charges and all other charges payable to VectorUSA under this Agreement are exclusive of federal, state or local tax, other than a tax on net income now or hereafter in effect or become applicable to any payment due under this Agreement, or to the Customer's equipment. The Customer shall file all necessary tax returns and shall pay all such taxes.

Limited Warranty: VectorUSA warrants to the Customer that the material, analysis, data, programs, and SERVICES to be delivered or rendered hereunder will be of the kind and quality designated and will be performed by qualified personnel. VECTOR USA MAKES NO OTHER WARRANTIES, WHETHER WRITTEN, ORAL, OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability: The Customer agrees that VectorUSA will not be liable for any special, incidental, indirect, or consequential damages hereunder, including but not limited to the loss of profit, or liability to third parties, however caused, whether by the act or negligence of VectorUSA or otherwise. It is recognized that the Equipment contains memories or other devices which have accumulated substantial data. In no event shall VectorUSA be liable to the Customer if any such data is lost or rendered inaccurate, regardless of the cause of any such loss or inaccuracy.

VectorUSA's liability on any claim of loss or liability, arising out of or connected with this Agreement (including, but not limited to, loss or liability arising from VectorUSA's breach of contract of any alleged act or negligence of Vector) shall in no case exceed the total purchase price of services covered under this Agreement. In no event shall VectorUSA's liability for any services under this Agreement exceed \$25,000. VectorUSA will in no way be held responsible and/or liable for damages, monetary or otherwise, by customer, or any other affected party, in the event of a security breach or network security-related outages, damages, losses, etc.

In no event shall either VectorUSA or the Customer be liable to the other for any indirect, special, punitive, exemplary, incidental or consequential damages (including, but not limited to, lost profits, lost business opportunities, or loss of use or equipment down time, and loss of or corruption to data) arising out of or relating to any portion of this Agreement, regardless of the legal theory under which such damages are sought, and even if VectorUSA has been advised on the possibility of such damages or loss.

Excusable Delays: VectorUSA shall not be liable for any failure or delay in furnishing maintenance or spare parts hereunder resulting from fire, explosion, flood, storm, Act of God, governmental acts, orders or regulations, hostilities, civil disturbances, strikes, labor difficulties, difficulty in obtaining parts, supplies, or shipping facilities, inability to obtain or delays in obtaining suitable material or facilities required for performance, temporary unavailability of qualified personnel, failure by Customer to provide full and appropriate access to the covered Equipment, failure of monitoring hardware or software, Customer Internet connection failure, or other causes beyond VectorUSA's reasonable control.

Exclusions: THIS AGREEMENT DOES NOT INCLUDE THE REPAIR OR REPLACEMENT OF ANY HARDWARE PRODUCT, OR ANY SOFTWARE LICENSING EXCEPT SOFTWARE INSTALLED AND USED EXCLUSIVELY BY VECTOR USA TO PROVIDE MONITORING AND REPORTING SERVICES. Charges for the above will be on a Time and Materials basis. The Customer is advised to maintain hardware warranties on covered equipment at their own discretion and expense. Customer is responsible to assure all software used by the Customer is appropriately licensed.

Software and Operating System Errors: This Agreement is limited to services specifically defined in this Agreement. It is the responsibility of the Customer to ensure that all of its files are adequately backed up and that all necessary materials are available, including manufacturer recovery media for software and other software to be reloaded. In no way is VectorUSA liable for defects or "bugs" in software, or for correcting errors introduced into the data, programs, or any other software due to hardware failure, or for any cost of reconstructing software or lost data. Any technical support required to restore data integrity or to make the system function, such as, but not limited to, rebuilding corrupted records, examining files, re-installation of O/S or Software, or re-indexing databases, will be billed separately on a Time and Materials basis.

Indemnification: Both the customer and VectorUSA agrees to defend, indemnify and hold harmless the other party, it's vendors and their respective directors, officers, employees and agents from and against all claims and expenses, including attorneys' fees arising out of the Customer's use of the services in this Agreement.

Confidentiality, Publication and Non-Compete: VectorUSA and the Customer agree that any and all information identified by the other as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as Confidential and/or Proprietary, will not be disclosed to any third person without the express written consent of the other party. Confidential Information includes, but is not limited to, information about the respective entities' products and services, information relating to purchasing, accounting, pricing, marketing and customers not generally known in the business in which the entity has been, is or may become engaged and which is developed by, disclosed to, or becomes known as a consequence of or through each party's relationship with the other. Confidential Information does not include any information or development: (i) which is or subsequently becomes available to the general public other than through a breach by the receiving party; (ii) which is already known to the receiving party before disclosure by the disclosing party; (iii) which is developed through the independent efforts of the receiving party; or (iv) which the receiving party rightfully receives from third parties without restriction as to use. Upon the expiration of the term of this Agreement, VectorUSA shall, and shall instruct its agents to whom Confidential Information was disclosed pursuant hereto, continue to treat as confidential and preserve the confidentiality of all Confidential Information received from the Customer. Neither VectorUSA nor Customer shall directly or indirectly, solicit, recruit or hire any Customer or VectorUSA personnel, whether or not such personnel performed work for the Customer, during the term of this agreement and for a period of one (1) year after the termination of this agreement. The provisions of this Section shall survive the termination or expiration of the Agreement.

Scope of Agreement: If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and both the Customer and VectorUSA hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall not hereby fail, but that the scope of such provisions shall be curtailed only to the extent necessary to conform to the law.

Assignment: This Agreement may not be assigned by either the Customer or VectorUSA without the prior written consent of the other party. Except for the prohibition on assignment contained in the preceding sentence, this Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto.

Integration Clause: This instrument contains the entire agreement between the parties hereto and supersedes any and all prior written and/or oral agreements. This Agreement may be altered or modified only in writing signed by the parties hereto.

Prevailing Wage: Unless specifically stated in the scope of work VectorUSA has based this proposal on non-prevailing wage labor rates. If we are informed or it is determined later that the project is subject to prevailing wage rates for the performance of the public work portion of the contract, VectorUSA will submit those changes / additional costs that the project may incur will be address in the form of a written change order.

Sales Tax: Sales Tax shall be is calculated and billed based on the effective tax rates at the date of invoice.

Payment and Termination: All payments are due net 60 from the date of invoice. VectorUSA reserves the right to stop work, delay delivery of services and / or products for failure by customer to pay within terms of this agreement. VectorUSA reserves the right to deem this contract in default immediately and terminate it if the payment is delinquent in excess of thirty (60) days. If customer is in default in the payment of the Agreement charge(s) and fails to cure such default within ten (10) days after

Materials:	\$4,496.80
Labor:	
Tax:	\$393.47
Job Total	\$4,890.27

Prepared For City of Riverside

Customer Signature _____

Printed Name _____

Date _____

Prepared By Skyler Peterson

VectorUSA Signature _____

Printed Name _____

Date _____