

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

SIGMANET, INC.

APC Uninterruptible Power Sources (UPSs)

THIS PROFESSIONAL CONSULTANT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2015 ("Effective Date"), by and between the CITY OF RIVERSIDE ("City"), a California charter city and municipal corporation, and SIGMANET, INC., a California corporation ("Consultant").

1. **Scope of Services.** City agrees to retain and does hereby retain Consultant and Consultant 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 purchase and installation of two (2) APC Uninterruptible Power Sources at Riverside Police Department ("Project").

2. **Term.** This Agreement shall be effective on the date first written above and shall remain in effect for three (3) years from the date of this contract, unless otherwise terminated pursuant to the provisions herein.

3. **Compensation/Payment.** Consultant shall perform the Services under this Agreement for the total sum not to exceed Two Hundred One Thousand Five Hundred Fifty-Six 35/100 (\$201,556.35) 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 & Technology Department
City of Riverside
Attn: Arlene Yazzie
3900 Main Street
Riverside, CA 92522

To Consultant

SIGMANET, INC.
Attn: April Felkner
4290 E. Brickell Street
Ontario, CA 91761

5. Prevailing Wage. If applicable, Consultant 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, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant'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. Consultant shall furnish all personnel necessary to perform the Services and shall be responsible for their performance and compensation. Consultant 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. Consultant acknowledges that any assignment may, at the City's sole discretion, require City Manager and/or City Council approval. Consultant 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 Consultant 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, Consultant, and Consultant'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. Consultant 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 Consultant, or to

Consultant's employees, subcontractors and agents. Consultant, as an independent contractor, shall be responsible for any and all taxes that apply to Consultant 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. Consultant 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 Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant 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. Consultant 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 Consultant and shall survive the termination of Consultant's Services under this Agreement.

11.3 Indemnity For Design Professional Liability. When the law establishes a professional standard of care for Consultant's services, to the fullest extent permitted by law, Consultant 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 Consultant, or anyone employed by or working under the Consultant or for services rendered to the Consultant 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.

Consultant 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 Consultant, or of anyone employed by or working under the Consultant, or 2) any breach of the Agreement by the Consultant. 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. Consultant 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 Consultant and shall survive the termination of Consultant'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, Consultant 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 Consultant, or anyone employed by or working under the Consultant or for services rendered to Consultant 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 Consultant or anyone employed or working under the Consultant.

12. Insurance.

12.1 General Provisions. Prior to the City's execution of this Agreement, Consultant 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 Consultant's indemnification obligations under Section 11 hereof.

12.1.2 **Ratings.** Any insurance policy or coverage provided by Consultant 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 Consultant pursuant to this Agreement are adequate to protect Consultant. If Consultant believes that any required insurance coverage is inadequate, Consultant will obtain such additional insurance coverage as Consultant deems adequate, at Consultant's sole expense.

12.2 **Workers' Compensation Insurance.** By executing this Agreement, Consultant certifies that Consultant 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. Consultant shall carry the insurance or provide for self-insurance required by California law to protect said Consultant from claims under the Workers' Compensation Act. Prior to City's execution of this Agreement, Consultant shall file with City either 1) a certificate of insurance showing that such insurance is in effect, or that Consultant is self-insured for such coverage, or 2) a certified statement that Consultant has no employees, and acknowledging that if Consultant 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, Consultant shall obtain, and shall thereafter maintain during the term of this Agreement, commercial general liability insurance and automobile liability insurance as required to insure Consultant 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 Consultant. The City, and its officers, employees and agents, shall be named as additional insureds under the Consultant's insurance policies.

12.3.1 Consultant'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 Consultant'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 Consultant's automobile and/or commercial general liability insurance policies shall cover all vehicles used in connection with Consultant's performance of this Agreement, which vehicles shall include, but are not limited to, Consultant owned vehicles, Consultant leased vehicles, Consultant's employee vehicles, non-Consultant 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-consultants, 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 Consultant 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, Consultant 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 Consultant's activities.

12.5 **Subcontractors' Insurance.** Consultant 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, Consultant shall provide City with satisfactory evidence that Subcontractors have obtained insurance policies and coverages required by this section.

13. **Business Tax.** Consultant understands that the Services performed under this Agreement constitutes doing business in the City of Riverside, and Consultant agrees that Consultant 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 Consultants.** City reserves the right to employ other Consultants in connection with the Project. If the City is required to employ another consultant to complete Consultant's work, due to the failure of the Consultant to perform, or due to the breach of any of the provisions of this Agreement, the City reserves the right to seek reimbursement from Consultant.

16. **Accounting Records.** Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant 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. Consultant 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 Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by City's Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant 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 Consultant shall be and remain the property of City. Consultant shall not release to others information furnished by City without prior express written approval of City.

19. **Copyrights.** Consultant 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, Consultant 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 Consultant. Consultant 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. Consultant, 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. Consultant further warrants that neither Consultant, 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 Consultant will file with the City an affidavit disclosing any such interest.

21. Solicitation. Consultant warrants that Consultant 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 Consultant only for the value of work Consultant has actually performed, or, in its sole discretion, to deduct from the Agreement price or otherwise recover from Consultant 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. Consultant shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by Consultant, or in any way affect the performance of services by Consultant pursuant to this Agreement. Consultant 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. Consultant represents and warrants that Consultant has obtained all necessary licenses to perform the Scope of Services and that such licenses are in good standing. Consultant 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 Consultant and City.

25. Termination. City, by notifying Consultant in writing, shall have the right to terminate any or all of Consultant's services and work covered by this Agreement at any time. In the event of such termination, Consultant may submit Consultant's final written statement of the amount of Consultant'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 Consultant thirty (30) days prior written notice prior to termination.

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

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

25.2.2 City decides to abandon or postpone the Project.

26. **Offsets.** Consultant acknowledges and agrees that with respect to any business tax or penalties thereon, utility charges, invoiced fee or other debt which Consultant 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 Consultant. Notice of such withholding and offset, shall promptly be given to Consultant 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 Consultant and its permitted successors and assigns, and shall not be assigned by Consultant, 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 Consultant's performance of this Agreement, Consultant 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, Consultant 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 Consultant each represent and warrant that they have the legal power, right and actual authority to bind Consultant 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 Consultant 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

IN WITNESS WHEREOF, City and Consultant 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

SIGMANET, INC.,
a California corporation

By: _____
City Manager

By: _____
Stephen Monteros
Vice President

Attest: _____
City Clerk

By: _____
[**Name of 2nd Representative**]
[**Title **]
SAMUEL FEDERBUSH
CFO

Certified as to Availability of Funds:

By: _____
Finance Director

*Not necessary if City Council approval required.

Approved as to Form:

By: _____
Deputy City Attorney

o:\cycom\wpdocs\ld027\p019\00241727.docx
CA# 15-0898

EXHIBIT "A"

SCOPE OF SERVICES

Data Center Solution

The proposed solution includes two scalable UPS systems, starting at 50kVA each and expandable to 100kVA each. UPS units are APC Symmetra systems. In general, the solution includes the following items. See EXHIBIT "B" COMPENSATION for an itemized breakdown of all items included in the proposed solution.

- APC Symmetra PX 50kVA N+1 Scalable to 100kVA, 208V with Associated Fully Populated Single Battery Cabinet (Qty-2)
- APC 100kVA Modular Power Distribution Unit, Isolation Transformer, 480:208V, 72 Poles, MBP, 1 Subfeed (Qty-2)
- Seismic stands for above equipment (anchored to the concrete sub floor) (Qty-2)
- Single APC Emergency Power Off (EPO) (Qty-1)
- Materials and equipment to install above hardware
- Labor to install above materials and equipment
- 3 years manufacturer warranty/on-site support (1 year standard + 2 year extended)
- 1 preventative maintenance visit for each unit during 3-year support period
- 1 year vendor support

Additional Requirements:

- UPSs to be tied into APC EPO located next to the exit, outside of the datacenter
- 208V only
- N+1 power module minimum
- Reconfiguration of existing PDU panel breakers, if not simply including additional PDU panels, and any associated 220V 30A breakers (10 or less)
- Ability to integrate into existing APC ISX server infrastructure via Ethernet (integration will be performed by City staff)

Implementation/Installation

The Vendor will inform the City of pre-installation activities to be completed and support materials needed for the initial installation. Complete installation and operating instructions must be included for all supplied hardware and software. Implementation/ installation shall be performed with minimal or no interruption to City operations. Most servers have two power supplies, so downtime should not be required. Any unavoidable downtime shall be scheduled at least 24 hours in advance.

As part of the implementation process, Vendor shall provide City staff with on-site training for the proposed solution.

APC/Schneider Electric will perform assembly service and should be notified as soon as equipment arrives. See the Assembly Service section for details. Assembly service has been upgraded to allow for 24x7 scheduling.

Vendor's Electrician will connect equipment to City power.

APC/Schneider Electric will then provide start-up service. This includes performing an onsite inspection and verifying the electrical installation. See the UPS & PDU Start-Up section for details. Start-Up service was also upgraded to allow for 24x7 scheduling.

Equipment

All equipment needed to perform installation and maintenance services will be provided by the vendor at no additional cost to the City.

Vendor also to certify that their employees are trained to operate equipment used to perform proposed services.

Removal and Disposal of Existing UPS System

Vendor shall be responsible for uninstalling, removing, and disposing of the existing MGE UPS system.

Manufacturer Warranty/Support

As with any technology project, 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. Proposal includes three years manufacturer warranty support, in order to ensure a reliable data center UPS System.

It is crucial that the necessary resources are readily available to respond to support incidents both during implementation as well as after implementation.

- **Support Team Location** – APC/Schneider Electric service team is located in Costa Mesa, California.
- **Trained Technicians** - All technicians sent to respond to technical issues must be fully trained and certified to work on the proposed system.
- **365/24/7 Support Requirements** - The City's normal business hours are 8:00 AM to 5:00 PM PDT, Monday through Friday. Emergency calls, although infrequent, may occur at any time of day or night including weekends and holidays.

- **Warranty Services** - Agreement includes 3 year warranty, 24x7 coverage, 4-hour response time for all equipment included as part of the proposed solution. See the Schneider Electric Limited Factory Warranty, UPS & PDU On-Site Warranty Extension, and On-Site Response Time Upgrade sections for details.
 - SKU SY50K100F includes APC/Schneider Electric Limited Factory Warranty, 1 year, On-Site Next Business Day support;
 - SKU WOE2YR-PX-35 extends warranty 2 years for 3 years total; and
 - SKU WUPG4HR-UG-02 upgrades all 3 years to APC/Schneider Electric 4-hour On-Site Maintenance, Parts & Labor
- **Warranty Start Date** - Warranty coverage begins on the day start-up is completed.
- **Warranty Contract** - Manufacturer warranty contract must be registered in the City of Riverside's name in order for the City to receive direct support services.
- **Service Requests** - Warranties include a dedicated call-in line staffed with upgraded technicians that can assist with troubleshooting a problem. Schneider Electric's Support Hotline (for technical support and to reach the service scheduling team) can be reached 24 hours per day at 888-695-6500.

Manufacturer Preventative Maintenance

Agreement includes one APC/Schneider Electric Preventative Maintenance Visit (8x5) per unit during the three-year support period. See the UPSs & PDU Preventative Maintenance Service section for details.

Vendor Support

SIGMAnet will serve as the single point of contact for resolution of any issues with delivery, installation, configuration, electrical, wiring, or any non-SKU'd APC support components for the first year. SIGMAnet will facilitate resolution of all matters associated with the solution sold at no additional cost.



Statement of Work

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1.0 Executive Summary

Schneider Electric Critical Power and Cooling Services (CPCS) Assembly Service is a key part of an overall product deployment. This Service provides customers with CPCS authorized service personnel on site to ensure proper assembly of your UPS System.

The standard scheduling time is during normal business hours with an available 7X24 scheduling upgrade option. (Not available in all locations. Please consult with your local CPCS representative for coverage in your area).

2.0 Features & Benefits

Features	Benefits
Flexible Scheduling Options	Flexible service scheduling options supports customer's varying business requirements.
Highly Skilled Field Service Engineers	Schneider Electric CPCS trained and certified professionals ensure your system is assembled to manufacturer's specifications.
Supply all necessary labor, travel and material(s)	Work is done at a fixed price without any hidden charges.
Scheduling coordination	Avoidance of possible delays caused by scheduling conflicts.
Removal of shipping material to a customer designated on-site area	Frees customer resources to concentrate on core business activities.
Customer specific site documentation	Provides the customer a record of service date, scope and personnel that can be retained for future reference.

3.0 Details of Service

The specific features and deliverables of this service are listed below. For each item listed below, Schneider Electric CPCS will perform the work described and create a printed document summarizing the results.

Site Environment	
Activities	Description
Environmental Requirements	Schneider Electric CPCS will check that the site environment is suitable for the operation of the system and record any abnormalities.
Installation Check	Schneider Electric CPCS will unpack, inspect and inventory the equipment to verify that all parts are present and nothing has been damaged.

Assembly of Power System	
Activities	Description
Installation	Schneider Electric CPCS will position the UPS, PDU, External Battery Cabinets and Schneider Electric CPCS supplied racks (if applicable) in accordance with the site lay out plan.
	Schneider Electric CPCS will install all/any applicable system modules and rack mounted devices.
	Schneider Electric CPCS will ensure the enclosures have been aligned, leveled, and the brackets tightened. In addition, Schneider Electric CPCS will verify the rack mounted Power Distribution Systems have been installed to manufacturer's specifications.
	Schneider Electric CPCS will ensure that all power cabling is routed properly as per the specified design.
Final Inspection	Schneider Electric CPCS will ensure that the interior and exterior of the system is clean and free from debris.
	Schneider Electric CPCS will ensure that the assembly documentation is completed and provided to the customer.

4.0 Assumptions

The successful performance of the tasks defined in the Statement of Work (SOW) is based on the following key assumptions, which are agreed to by Schneider Electric CPCS.

- All services performed on-site by Schneider Electric CPCS will be executed during the Schneider Electric business hours unless otherwise requested by the customer. A 7X24 scheduling upgrade option is available for purchase. Please contact your Schneider Electric CPCS sales representative for details.
- All services are performed on-site by certified Schneider Electric CPCS service personnel.
- This service applies to a customer location with standard site and product access.
- The scheduled on site work time will be discussed and approved between Schneider Electric CPCS and the customer.
- The customer will receive a site report at the end of the visit to verify the System is assembled according to Schneider Electric CPCS standards and specifications.
- Non-standard products purchased through Schneider Electric CPCS will require a customized Statement of Work (SOW).
- Rack-based installations of NetBotz Appliances & Sensors require the purchase of an additional SKU (WASSEMNB-NB-10)
- Non-Rack based installations of Netbotz Appliances & Sensors (e.g. walls, ceilings, etc.) are the responsibility of the customer.

The following items are **outside the scope** of this standard service offering. Assembly of the following items can be integrated into a customized Statement of Work (SOW) at the customer's request. Please contact your certified CPCS sales representative for more details.

Equipment not provided by APC or MGE. Examples include but are not limited to:

- Third party components
- Switchgear
- Information Technology (IT) Equipment

Installation activities not provided by CPCS as part of this service include but are not limited to:

- Information Technology (IT) Equipment migration services
- Building Management System integration
- Specialized rigging
- Specialized testing or commissioning services.
- Assembly of non-rack based Netbotz Appliances & Sensors

5.0 Scope of Responsibility

The items stated here are responsibilities to and from both Schneider Electric CPCS and customer.

5.1 SCHNEIDER ELECTRIC CPCS RESPONSIBILITIES

- Schedule qualified and approved resources to perform service.
- Assemble equipment to manufacturer and customer's floor layout specifications.
- Ensure installation is performed to manufacturer specifications.
- That Schneider Electric CPCS and/or customer open issues are documented.

5.2 CUSTOMER RESPONSIBILITIES

- Identify dates and times when the Assembly Service can be provided.
- Provide a named resource for the scheduling of service and delivery of the equipment.
- Notify Schneider Electric CPCS service personnel of any security clearance and/or safety training and equipment requirements in advance of arrival.
- Provide a point of contact during time of service.
- Provide a point of contact at the completion of service to sign off on completed work.
- Provide the name of the project manager (if applicable).

6.0 Project Work Details

The information stated here are the details of the installation project performed by Schneider Electric CPCS for the customer with specifications on schedule, location and successful completion criteria.

6.1 SCHEDULE

Actual set dates will be discussed and approved between Schneider Electric CPCS and the customer.

6.2 LOCATION

The location of this service will be on-site. It will be discussed and approved by Schneider Electric CPCS and the customer.

6.3 COMPLETION CRITERIA

CPCS is expected to have finished its written duties when any of the following occurs:

1. Schneider Electric CPCS completes all the tasks described in Section 5.1 of this Statement of Work (SOW).
2. This service and SOW are terminated for other reasons, within the Schneider Electric CPCS Customer Agreement.

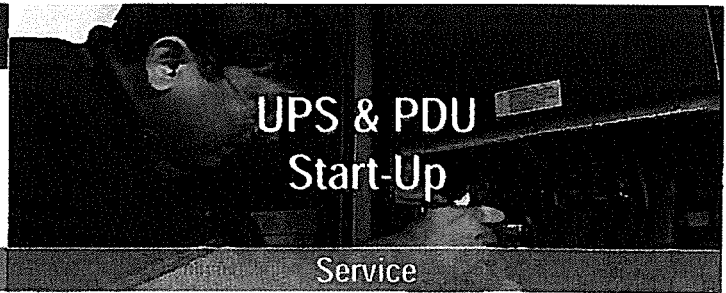
7.0 Terms and Conditions

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Statement of Work



Implementation Services

Service

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1.0 Executive Summary

Schneider Electric Critical Power and Cooling Services (CPCS) Start-Up Service is a key part of an overall deployment of the UPS and/or PDU system. This service provides the certified Schneider Electric CPCS service engineers needed to energize and check the functionality of your system in all modes of operation. This service provides the customer with the assurance that the solution has been Started-Up according to Schneider Electric CPCS standards and specifications.

The Start-Up Service is performed during normal business hours with an available 7X24 scheduling upgrade option. Please contact your certified Schneider Electric CPCS sales representative for more details.

2.0 Features & Benefits

Features	Benefits
Flexible Scheduling Options	Flexible service scheduling options supports customer's varying business requirements.
Highly Skilled Field Service Engineers	Schneider Electric CPCS trained and certified professionals ensure your system is operating to manufacturer's specifications.
Train support staff on basic operation of the equipment	Provides the customer with basic operation and maintenance knowledge.
Supply all necessary labor, travel and material	Frees customer resources to concentrate on core business activities.
Scheduling coordination	Avoidance of possible delays caused by scheduling conflicts.
Installation verification testing	Guarantees correct installation and operation of the system.
Customer specific site documentation	Records the baseline operational data of the system.
25 Nodes of Remote Monitoring Service	Schneider Electric will remotely monitor all registered physical infrastructure devices 24 hours a day, 7 days a week. * *RMS is only available on networked equipment or if there is a management device.
Battery inspection for Schneider Electric CPCS supplied batteries	Verify that batteries are installed and that the UPS battery configuration is set properly, ensuring optimal battery life.

3.0 Details of Service

The specific features and deliverables of this service are listed below. For each item listed below, Schneider Electric CPCS will perform the work described and create and maintain a project summary document that contains the key data and information.

System Environment	
Activities	Description
Equipment Verification	Schneider Electric CPCS will check the solution to ensure there are no signs of damage; the environment is suitable for operation and sufficient service access.
Installation Check	Schneider Electric CPCS will verify the solution is positioned properly and any accessories are installed (if applicable).
	Schneider Electric CPCS will check that the Input Circuit Breaker is properly sized. Schneider Electric CPCS will check the transformer type and configuration (if applicable). Schneider Electric CPCS will verify the power wiring to the system Input Circuit Breaker is correct and the Ground Electrode Conductor (GEC) is installed properly (if applicable).
	Schneider Electric CPCS will check that the incoming voltages match the UPS specification, phasing and phase rotation.
	Schneider Electric CPCS will confirm all enclosures are properly labeled.
Battery Visual and Safety Inspection	Schneider Electric CPCS will ensure the mechanical integrity of the battery cabinet, record the battery cabinet serial numbers (when applicable) and measure and record the ambient temperature for Schneider Electric CPCS supplied batteries. Schneider Electric CPCS will record battery configuration and control overall battery runtime.
Start Up	
Activities	Description
Verify Wiring	Schneider Electric CPCS will verify that all power, control and communication wiring is correctly terminated.
Perform Start Up	Schneider Electric CPCS will energize and check system functionality in all modes of operation to ensure compliance with manufacturer specifications. Schneider Electric CPCS will verify that communication options are properly configured.
Functional Tests	Schneider Electric CPCS will demonstrate the integrity of the UPS to the customer or their representative. (e.g. Transfer to and from static bypass, transfer to and from battery, etc.)
Basic Operator Training	Schneider Electric CPCS will train the customer or their representative on basic operation of the system. Advanced training courses are available from Schneider Electric CPCS. Please contact your certified Schneider Electric CPCS sales representative for details.

Verification	
Activities	Description
Voltage check	Schneider Electric CPCS will check that the system output voltage is within defined UPS specifications.
	Schneider Electric CPCS will verify the proper regulation of output waveform.
	Schneider Electric CPCS will verify that the Internal battery voltages are within defined UPS specifications, where applicable.
Bypass check	Schneider Electric CPCS will ensure that the UPS bypass functions, static and maintenance, are operating properly.
Front panel check	Schneider Electric CPCS will verify all front panel readings for accuracy.

4.0 Assumptions

The successful performance of the tasks defined in the Statement of Work (SOW) is based on the following key assumptions, which are agreed to by Schneider Electric CPCS.

- All services performed on-site by Schneider Electric CPCS will be executed during the Schneider Electric business hours unless otherwise requested by the customer.
- Schneider Electric CPCS will provide the customer with certified service personnel to Start-Up the UPS.
- Schneider Electric CPCS will provide the customer with a Start-Up checklist indicating that the system was properly energized and the functionality of the system was checked in all modes of operation to ensure compliance with all Schneider Electric CPCS technical specifications.
- This service applies to a customer location with standard site and product access.
- The Start-Up service only applies to battery systems supplied by Schneider Electric CPCS.

The following items are outside the scope of this standard service offering. Start-Up of the following items can be integrated into a customized Statement of Work (SOW) at the customer's request. Please contact your certified Schneider Electric CPCS sales representative for more details.

- In case of cabling problem or wrong phase rotation, Schneider Electric CPCS will not carry out any rework on the cabling.
- Schneider Electric CPCS will define with the customer the best approach to find a solution and reserves the right not to execute any modification outside of its defined scope of responsibility.

Equipment not provided by Schneider Electric CPCS. Examples include but are not limited to:

- Third party components
- Switchgear
- Information Technology (IT) Equipment

Installation activities not provided by Schneider Electric CPCS as part of this service include but are not limited to:

- System installation
- Information Technology (IT) Equipment migration services
- Specialized testing or commissioning services

5.0 Scope of Responsibility

The items stated here are responsibilities to and from both Schneider Electric CPCS and customer.

5.1 SCHNEIDER ELECTRIC CPCS RESPONSIBILITIES

- Schedule certified and approved engineers to perform service.
- Manage and coordinate scheduling of the Start-Up Service.
- Ensure Start-Up is performed to manufacturer specifications.
- Operate system in all modes of operation.
- Perform basic operator training.
- Identify and document open Schneider Electric CPCS and/or customer issues.
- Provide a signed copy of the Start-Up Service site forms to the customer.

5.2 CUSTOMER RESPONSIBILITIES

- Provide dates and times when the scheduled work can be performed.
- Ensure system has been fully installed and all electrical wiring and cabling is connected prior to Schneider Electric CPCS service personnel arriving on site
- Provide a named resource for scheduling of the service.
- Notify Schneider Electric CPCS service personnel of any security clearance and/or safety training and equipment requirements in advance of arrival.
- Provide a point of contact during time of service.
- Provide a point of contact at the completion of service to sign off on completed work.
- Provide the name of the project manager (if applicable).
- Have the parties responsible for operation of the equipment present for basic operator training.

6.0 Project Work Details

The information stated here are the details of the project performed by Schneider Electric CPCS for the customer with specifications to schedule, location and successful completion criteria.

6.1 SCHEDULE

Actual set dates will be discussed and approved between Schneider Electric CPCS and the customer.

6.2 LOCATION

The location of this installation will be on-site and performed at the ship to location of the equipment unless informed of a new location by the customer in a 48-hour period before installation is to be done.

6.3 COMPLETION CRITERIA

Schneider Electric CPCS is expected to have finished its written duties when one of the following occurs:

1. CPCS completes all the tasks described in Section 5.1 of this Statement of Work (SOW).
2. This service and Statement of Work (SOW) are terminated for other reasons, within the Schneider Electric CPCS Customer Agreement.

7.0 Terms and Conditions

Schneider Electric CPCS standard Terms and Conditions apply.

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Schneider Electric Limited Factory Warranty

Three Phase Power Products or Cooling Solutions One-Year Factory Warranty

The limited warranty provided by Schneider Electric in this Statement of Limited Factory Warranty applies only to products you purchase for your commercial or industrial use in the ordinary course of your business.

Terms of Warranty

Schneider Electric warrants that the product shall be free from defects in materials and workmanship for a period of one year from the date of product start-up when start-up is performed by Schneider Electric-authorized service personnel and occurs within six months of the Schneider Electric shipment date. This warranty covers repairing or replacing any defective parts including on-site labor and travel. In the event that the product fails to meet the foregoing warranty criteria, the warranty covers repairing or replacing defective parts at the sole discretion of Schneider Electric for a period of one year from the shipment date. For Schneider Electric cooling solutions, this warranty does not cover circuit breaker resetting, loss of refrigerant, consumables, or preventive maintenance items. Repair or replacement of a defective product or part thereof does not extend the original warranty period. Any parts furnished under this warranty may be new or factory-remanufactured.

Non-transferable Warranty

This warranty is extended to the first person, firm, association or corporation (herein referred to by "You" or "Your") for whom the Schneider Electric product specified herein has been purchased. This warranty is not transferable or assignable without the prior written permission of Schneider Electric.

Assignment of Warranties

Schneider Electric will assign you any warranties which are made by manufacturers and suppliers of components of the Schneider Electric product and which are assignable. Any such warranties are assigned "AS IS" and Schneider Electric makes no representation as to the effectiveness or extent of such warranties, assumes no responsibility for any matters which may be warranted by such manufacturers or suppliers and extends no coverage under this Warranty to such components.

Drawings, Descriptions

Schneider Electric warrants for the warranty period and on the terms of the warranty set forth herein that the Schneider Electric product will substantially conform to the descriptions contained in the Schneider Electric Official Published Specifications or any of the drawings certified and agreed to by contract with Schneider Electric if applicable thereto ("Specifications"). It is understood that the Specifications are not warranties of performance and not warranties of fitness for a particular purpose.

Exclusions

Schneider Electric shall not be liable under the warranty if its testing and examination disclose that the alleged defect in the product does not exist or was caused by end user or any third person misuse, negligence, improper installation or testing. Further, Schneider Electric shall not be liable under the warranty for unauthorized attempts to repair or modify wrong or inadequate electrical voltage or connection, inappropriate on-site operation conditions, corrosive atmosphere, repair, installation, start-up by non-Schneider Electric designated personnel, a change in location or operating use, exposure to the elements, Acts of God, fire, theft, or installation contrary to Schneider Electric recommendations or specifications or in any event if the Schneider Electric serial number has been altered, defaced, or removed, or any other cause beyond the range of the intended use.

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NO SALESMAN, EMPLOYEE OR AGENT OF SCHNEIDER ELECTRIC IS AUTHORIZED TO ADD TO OR VARY THE TERMS OF THIS WARRANTY. WARRANTY TERMS MAY BE MODIFIED, IF AT ALL, ONLY IN WRITING SIGNED BY AN SCHNEIDER ELECTRIC OFFICER AND LEGAL DEPARTMENT.

Warranty Claims

Customers with warranty claims issues may access the SCHNEIDER ELECTRIC worldwide customer support network through the SCHNEIDER ELECTRIC web site: <http://www.SCHNEIDER ELECTRIC.com/support/contact/>. Select your country from the country selection pull-down menu. Open the Support tab at the top of the web page to obtain contact information for customer support in your region.



Statement of Work

UPS & PDU On-Site Warranty Extension

Maintenance Service

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1.0 Executive Summary

The On-Site Warranty Extension extends the standard factory warranty coverage of the UPS and/or PDU. In addition to on-site remedial repairs covered during the factory warranty period, the On-Site Warranty Extension includes one Inspection Visit during the agreement year. This service provides a seamless extension of the factory warranty by one or two years depending on the customer's preference and geographic availability. This service can only be purchased concurrently with the sale of the UPS or PDU. Please contact your certified Schneider Electric CPCS sales representative for additional details.

1.1 On-Site Remedial Repairs

Schneider Electric Critical Power and Cooling Services (CPCS) will dispatch certified personnel to provide repairs in the event of a problem. All parts, travel and labor are included.

The standard response time is Next Business Day with upgrades to 8-Hour and 4-Hour response available for purchase. (Not available in all locations. Please consult with your local Schneider Electric CPCS representative for coverage in your area). The 8-Hour and 4-Hour upgrade options are available on a 7x24 basis, including weekends and holidays.

1.2 Inspection Visit

Included with the Onsite Warranty Extension, the Inspection Visit provides an external equipment inspection in addition to system status and measurement reporting. The Inspection Visit is available during normal business hours. A 7 X 24 scheduling upgrade is available, including weekends and holidays.

2.0 Features & Benefits

Features	Benefits
Includes Labor, Travel and Parts	Fixed cost – provides service budgeting stability.
Technical Support	Provides escalation support to address system issues in a timely and efficient manner.
Inspection Visit	Inspection Visit assures system will perform to manufacturer specifications.
On-Site Remedial Repair	Assures the system will be diagnosed quickly and repaired to the manufacturer's specifications by highly trained CPCS certified personnel

Features	Benefits
Environmental Inspection	Verify the system's surroundings to optimize the lifetime of the solution.
Site Report	Provides an assessment of the system and recommendations to guarantee optimum system availability and functionality.

3.0 Details of Service

3.1 ON-SITE REMEDIAL REPAIRS DELIVERABLES

The On-Site Warranty Extension provides Schneider Electric CPCS certified technicians at the customer's location within a specified period of time to diagnose, repair, and test the system in the unlikely event of failure. The following table lists the details of the service tasks provided with this visit.

Diagnose, Repair and Test	
Activities	Description
Check UPS Status	Schneider Electric CPCS will document the status of the UPS upon arrival to the site (i.e. On-Line, On-Battery, Bypass, etc.)
Check UPS Alarms	Schneider Electric CPCS will view event logs and display for alarms / information on the UPS.
Diagnose	Schneider Electric CPCS will troubleshoot reported issue as required.
Repair	Schneider Electric CPCS will replace any defective parts and repair the system as required.
Test	Schneider Electric CPCS will complete functional tests conducted after corrective action is taken.
Prepare and Deliver Report	Schneider Electric CPCS will describe the defect/failure and explain the corrective action taken. A detailed report will be provided.

3.2 INSPECTION VISIT DELIVERABLES

The Inspection Visit provides Schneider Electric CPCS certified service personnel at the customer's location on a pre-determined scheduled date. The following table lists the details of the service tasks provided with this visit.

Activities	Descriptions
Perform Visual Inspection	Schneider Electric CPCS will inspect UPS solution to ensure that all system components are clean and functioning as they should be.
Perform Environmental Inspection	Schneider Electric CPCS will verify and document that the system's environment is within specified operating conditions including but not limited to room temperature, airflow, dust contamination, etc.
Deliver Documentation	Schneider Electric CPCS will deliver site report to customer documenting system checks and measurements. Schneider Electric CPCS will make recommendations regarding equipment repairs or enhancements if required.

4.0 Assumptions

The successful performance of the tasks defined in this Statement of Work is based on the following key assumptions, which are agreed to by Schneider Electric CPCS.

- All services performed on-site by Schneider Electric CPCS will be executed during the Schneider Electric CPCS business hours unless otherwise contracted by the customer.
- The Onsite Warranty Extension Service is available for 1 to 2 years based on customer's preference and geographic availability. Please contact your certified Schneider Electric CPCS sales representative for additional details.
- Inspection Visits are available during business hours. A 7 X 24 scheduling upgrade is also available for purchase. Please contact your certified Schneider Electric CPCS sales representative for additional details.
- All services are performed on-site by certified Schneider Electric CPCS service personnel.
- This service is only available for purchase at the time of the initial purchase of the UPS or PDU.
- The UPS & PDU must be kept in an environment that adheres to manufacturer specifications.
- The Onsite Warranty Extension service is non-renewable.
- This service applies to a customer location with standard site and product access.
- Geographical restrictions may apply. Please verify the service coverage and response time for your location with your local APC by Schneider Electric office.
- Some aspects of the service definition presented in this document may vary by location. In the case of a conflict between the service definitions contained on this Statement of Work and the local service definitions the local service definitions will prevail. For more information, please refer to your Certified APC sales representative.

The following items are **not** included in the scope of this service:

- Support for third party equipment
- Replacement of batteries
- Proactive replacement of wearing parts

5.0 Scope of Responsibility

The items stated here are responsibilities of both Schneider Electric CPCS and the customer.

5.1 SCHNEIDER ELECTRIC CPCS RESPONSIBILITIES

- Meet the customer's service schedule date.
- Perform all of the Maintenance service tasks.
- Submit site documentation to the customer.
- Inform and provide recommendations to the customer about any action items not included in the SOW (statement of work).

5.2 CUSTOMER RESPONSIBILITIES

- Provide dates and times when the scheduled work can be performed.
- Facilitate site access for Schneider Electric CPCS service personnel.
- Notify Schneider Electric CPCS personnel of any security clearance requirements in advance of arrival.
- Notify Schneider Electric CPCS personnel of any safety training and safety equipment requirements.
- Provide an on-site point of contact.
- Sign the completed Maintenance forms.

6.0 Project Work Details

The information stated here are the details of the project performed by Schneider Electric CPCS for the customer with specifications on date, time, and place.

6.1 SCHEDULE

Actual set dates will be discussed and approved between Schneider Electric CPCS and the customer.

6.2 LOCATION

The location of this project will be on-site. It will be discussed and approved by Schneider Electric CPCS and the customer.

6.3 COMPLETION CRITERIA

Schneider Electric CPCS is expected to have finished its written duties when any of the following occurs:

1. Schneider Electric CPCS completes all the tasks described in Section 3.1 or 3.2 of this SOW.
2. This project and SOW are terminated for other reasons, within the Schneider Electric CPCS Customer Agreement.

7.0 Terms and Conditions

APC Standard Terms and Conditions apply.

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1.0 Executive Summary

Schneider Electric Critical Power and Cooling Service's (CPCS) On-site Response Upgrade provides the customer with flexible onsite response times for products covered either under warranty or an On-site service agreement. There are multiple response time upgrade options available which are subject to geographic availability. Please consult with your certified Schneider Electric CPCS representative to learn which response upgrades are available in your area.

2.0 Features & Benefits

Features	Benefits
On-Site Response Time Upgrade	Provides the customer with a response time that best aligns with their business needs.

3.0 Details of Service

3.1 ON-SITE RESPONSE UPGRADE DELIVERABLES

The On-site Response Upgrade provides Schneider Electric CPCS authorized technicians at the customer's location within a specified period of time to diagnose, repair, and test the system in the unlikely event of failure.

4.0 Assumptions

The successful performance of the tasks defined in this Statement of Work is based on the following key assumptions, which are agreed to by Schneider Electric CPCS.

- The On-site Response Upgrade can only be purchased:
 - concurrently with the product to upgrade response time during the warranty period
 - concurrently with any service agreement which includes an on-site response
- Response time upgrades are subject to geographical availability. Please consult with your certified Schneider Electric CPCS representative for coverage in your area
- All services are performed on-site by certified Schneider Electric CPCS service personnel.
- The system must be kept in an environment that adheres to manufacturer's specifications.
- Response time is defined as the elapsed time between Schneider Electric CPCS's determination that on-site remedial intervention is required and the arrival of a Field Engineer at the customer's site.
- This service applies to a customer location with standard site and product access.

5.0 Scope of Responsibility

The items stated here are responsibilities of both Schneider Electric CPCS and the customer.

5.1 SCHNEIDER ELECTRIC CPCS RESPONSIBILITIES

- Meet the customer's response time requirements.

5.2 CUSTOMER RESPONSIBILITIES

- Facilitate site access for Schneider Electric CPCS service personnel.
- Notify Schneider Electric CPCS personnel of any security clearance requirements in advance of arrival.
- Notify Schneider Electric CPCS personnel of any safety training and safety equipment requirements.
- Provide an on-site point of contact and access to the facility to meet the on-site response time commitment.

6.0 Terms and Conditions

APC standard Terms and Conditions apply.

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Statement of Work

UPS & PDU Preventive Maintenance Service

Maintenance Service

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1.0 Executive Summary

The Schneider Electric Critical Power and Cooling Services (CPCS) annual Preventive Maintenance visit provides a comprehensive visual, environmental and electronic inspection of the UPS and/or PDU System to ensure that components are performing to defined technical and environmental specifications. This service includes all labor and travel expenses with a 7 X 24 scheduling upgrade option, including weekends and holidays. Parts and replacement batteries are not included as part of this service contract.

This service is available as a stand-alone visit or in conjunction with any service agreement from Schneider Electric CPCS. Multiple Preventive Maintenance visits can be purchased in a year for the same system. Please contact your certified Schneider Electric CPCS sales representative for more details.

2.0 Features & Benefits

Features	Benefits
Includes Labor and Travel Expenses	Fixed cost – provides service budgeting stability.
Provide Certified Service Personnel	Frees customer resources to concentrate on core business activities.
Proactive Maintenance	Assures system will perform to manufacturer specifications.
Environmental Inspection	Verify the system's surroundings to optimize the lifetime of the UPS solution.
Flexible Scheduling Options	Flexible service scheduling options supports customer's varying business requirements.
Site Report	Provides a detailed assessment and recommendations to proactively diagnose and prevent any potential risks to the system.

3.0 Details of Service

3.1 ANNUAL PREVENTIVE MAINTENANCE SERVICE DELIVERABLES

The Annual Preventive Maintenance Service provides Schneider Electric CPCS certified service personnel at the customer's location on a pre-determined scheduled date. The following table lists the details of the service tasks provided with this visit.

Activities	Descriptions
Perform Visual Inspection	Schneider Electric CPCS will inspect the UPS and/or PDU solution to ensure that all system components are clean and functioning within designed specifications.
Perform Environmental Inspection	Schneider Electric CPCS verify and document that the system's environment is within specified operating conditions including but not limited to room temperature, airflow, dust contamination, etc.
Perform Mechanical/Electrical Inspection	Schneider Electric CPCS will inspect all power and control wire termination points as well as all UPS and/or PDU system components.
Perform Functional Verification	<p>Schneider Electric CPCS will check UPS and/or PDU event and alarm logs. CPCS will verify that input, output and bypass voltage and current values are within designed specifications.*</p> <p>Schneider Electric CPCS will verify transfer to on battery operation and transfer to and from static bypass.*</p> <p>Schneider Electric CPCS will check parallel operation performance.*</p>
Implement Updates	<p>Schneider Electric CPCS will verify and implement all required Field Advisories and Field Modifications.</p> <p>Schneider Electric CPCS will check all circuit board revisions and update as required.</p>
Deliver Documentation	Schneider Electric CPCS will deliver a graphical site report documenting UPS status and on-site activities. Schneider Electric CPCS will recommend any additional service activities as required resulting from the preventive maintenance activities listed above.

* When applicable for the system configuration.

4.0 Assumptions

The successful performance of the tasks defined in this Statement of Work is based on the following key assumptions, which are agreed to by Schneider Electric CPCS.

- All services performed on-site by Schneider Electric CPCS will be executed during normal business hours with an available 7X24 scheduling upgrade option.
- All services are performed on-site by certified Schneider Electric CPCS service personnel.
- The system must be kept in an environment that adheres to manufacturer specifications.
- The complete preventive maintenance check implies that the system is placed in maintenance bypass.
- This service applies to a customer location with standard site and product access.
- This preventive maintenance is limited to an overall visual battery system check. In depth battery preventive maintenance visits are available separately. Please contact your certified Schneider Electric CPCS sales representative for more details.

The following items are not included in the scope of this service:

- Support for third party equipment
- Replacement of batteries
- Proactive replacement of wearing parts

5.0 Scope of Responsibility

The items stated here are responsibilities of both Schneider Electric CPCS and the customer.

5.1 SCHNEIDER ELECTRIC CPCS RESPONSIBILITIES

- Meet the customer's service schedule date.
- Perform all of the Maintenance service tasks.
- Meet manufacturer and customer safety requirements.
- Submit Site and Maintenance Forms to the customer.
- Ensure all action items are completed.
- Conform to local health and safety regulations.
- Inform and provide recommendations to the customer about any action items not included in the SOW (Statement of Work).

5.2 CUSTOMER RESPONSIBILITIES

- Provide dates and times when the scheduled work can be performed.
- Facilitate site access for Schneider Electric CPCS service personnel.
- Notify Schneider Electric CPCS personnel of any security clearance requirements in advance of arrival.
- Notify Schneider Electric CPCS personnel of any safety training and safety equipment requirements.
- Provide an on-site point of contact.
- Ensure safety plan is in place prior to intervention.
- Sign the completed Maintenance forms.
- Spare parts kits

6.0 Project Work Details

The information stated here are the details of the project performed by Schneider Electric CPCS for the customer with specifications on date, time, and place.

6.1 SCHEDULE

Actual set dates will be discussed and approved between Schneider Electric CPCS and the customer.

6.2 LOCATION

The location of this project will be on-site. It will be discussed and approved by Schneider Electric CPCS and the customer.

6.3 COMPLETION CRITERIA

Schneider Electric CPCS is expected to have finished its written duties when any of the following occurs:

1. Schneider Electric CPCS completes all the tasks described in Section 3.1 of this SOW.
2. This project and SOW are terminated for other reasons, within the Schneider Electric CPCS Customer Agreement.

7.0 Terms and Conditions

APC standard Terms and Conditions apply.

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EXHIBIT "B" COMPENSATION

Date: 1/28/2015

QUOTATION

Quote: 5185273

To:
Bill Burger
City of Riverside
Riverside CA, 92522
Tel: 951-826-5441 Fax:

From:
Tami Cruz
SIGMA net
Ontario, CA 91761
Tel: Fax: 909-637-9125

Comments:

	Part Number	Manufacturer	Description	Qty	Unit Price	Amount
1	AR8560	American Power Conversion	APC AR8560 Cable Trough - Black	2	\$85.57	\$171.14
2	AR8561	American Power Conversion	APC AR8561 Cable Trough - Black	4	\$83.51	\$334.04
3	AR8162ABLK	American Power Conversion	APC Shielding Partition Solid 600mm wide Black - Black	6	\$35.05	\$210.30
4	AR8163ABLK	American Power Conversion	APC Shielding Partition Pass-through 600mm wide - Black	6	\$36.08	\$216.48
5	SYBT9-B4	American Power Conversion	APC Symmetra Battery Module - 3456000 mAh - Valve-regulated Lead Acid (VRLA) Hot-swappable	4	\$1,654.64	\$6,618.56
6	SY50K100F	American Power Conversion	APC Symmetra PX SY50K100F 50kVA Tower UPS - 0.10 Hour Full Load - 50 kVA - SNMP Manageable	1	\$36,087.63	\$36,087.63
7	PDPM100G6F-M	American Power Conversion	APC Modular PDPM100G6F-M 1-Outlet 100kVA PDU - 1 x Hardwired - 100 kVA - Tower	1	\$18,762.89	\$18,762.89
8	SYPM10KF2	American Power Conversion	Symmetra PX 10kW Power Module, 208V, High Efficiency	1	\$3,603.09	\$3,603.09
9	SYOPT009	American Power Conversion	SEISMIC KIT FOR 600MM SYMMETRA	1	\$108.25	\$108.25
10	SYOPT600	American Power Conversion	SEISMIC KIT FOR 600MM SYMMETRA	3	\$224.74	\$674.22
11	SYBT9-B4	American Power Conversion	APC Symmetra Battery Module - 3456000 mAh - Valve-regulated Lead Acid (VRLA) Hot-swappable	4	\$1,654.64	\$6,618.56
12	SY50K100F	American Power Conversion	APC Symmetra PX SY50K100F 50kVA Tower UPS - 0.10 Hour Full Load - 50 kVA - SNMP Manageable	1	\$36,087.63	\$36,087.63
13	PDPM100G6F-M	American Power Conversion	APC Modular PDPM100G6F-M 1-Outlet 100kVA PDU - 1 x Hardwired - 100 kVA - Tower	1	\$18,762.89	\$18,762.89
14	SYPM10KF2	American Power Conversion	Symmetra PX 10kW Power Module, 208V, High Efficiency	1	\$3,603.09	\$3,603.09
15	SYOPT009	American Power Conversion	SEISMIC KIT FOR 600MM SYMMETRA	1	\$108.25	\$108.25
16	SYOPT600	American Power Conversion	SEISMIC KIT FOR 600MM SYMMETRA	3	\$224.74	\$674.22
17	WUPGSTRTUP7-UG-02	American Power Conversion	UPG SCHED TO 24X7 FOR EXISTING	2	\$565.98	\$1,131.96
18	WASSEMUPS5X8-PX-31	American Power Conversion	APC Scheduled Assembly Service - 8 x 5 - On-site - Installation - Physical Service	2	\$1,108.25	\$2,216.50
19	WUPGASSEM7-UG-02	American Power Conversion	UPG SCHED TO 24X7 FOR EXISTING	2	\$385.57	\$771.14



Date: 1/28/2015

QUOTATION

Quote: 5185273

To:
Bill Burger
City of Riverside
Riverside CA, 92522
Tel: 951-826-5441 Fax:

From:
Tami Cruz
SIGMA net
Ontario, CA 91761
Tel: Fax: 909-937-9125

Comments:

Part Number	Manufacturer	Description	Qty	Unit Price	Amount
20	WOE2YR-PX-35	American Power Conversion2YR EXT WARR ONSITE FOR	2	\$6,329.90	\$12,659.80
21	WUPG4HR-UG-02	American Power ConversionAPC On Site Service - 1 Year - 4 Hour - On-site - Maintenance - Parts & Labor - Physical Service	6	\$1,072.16	\$6,432.96
22	WPMV-PX-31	American Power ConversionAPC Preventive Maintenance Visit - 8 x 5 - On-site - Technical - Electronic and Physical Service	2	\$1,067.01	\$2,134.02
23	WAOT-PX-00	American Power ConversionAdvanced Operator Training for Symmetra PX 20 - 80	1	\$3,278.35	\$3,278.35
24	EPW9	American Power ConversionAPC Push Button - Black	1	\$529.90	\$529.90
25	QFLOORSTAND-MISC-QN	American Power ConversionPRODUCT SYMMETRA PX SYPX 100KW 12 INCH FLOORSTAND FOR PX100 600MM FRAME USING SYOPT800 SEISMIC BRACKETS	6	\$772.42	\$4,634.52
26	PDM2330L6-12-980	American Power ConversionAPC Power Distribution Module - NEMA L6-30R - 208 V AC	7	\$456.70	\$3,196.90
27	PDM2330L6-23-980	American Power ConversionAPC APC IT Power Distribution Module 2 Pole 3 Wire 30A L2-L3 L6-30 980CM - NEMA L6-30R - 208 V AC	7	\$456.70	\$3,196.90
28	PDM2330L6-31-980	American Power ConversionAPC Power Distribution Module - NEMA L6-30R - 208 V AC	6	\$456.70	\$2,740.20
29	AstretechLabor	Astretech1. Install input and output hard wire harnesses, 5-wire (3PH + N + G) 4/0 THHN between sub-floor and raised floor system. 2. Use existing 600 AMP 3-phase service provided by customer. 3. Install and connect APC EPO in the wall next to the exit door outside the data center. 4. Install required whips for power distribution to existing servers and network equipment. 5. Reconfiguration of existing PDU panel breakers, quantity 10 - 220 VAC 30 Amp Breakers. 6. Assure minimal interruption to City operations, and no downtime when possible. 7. Provide on-site project management, coordination, and scheduling. 8. This includes removal of existing UPS equipment.	1	\$7,912.50	\$7,912.50
30	AstretechMaterial	AstretechConduit, copper wire, connectors, and fasteners.	1	\$4,023.80	\$4,023.80

Minimize your Capital Expenditures. Ask about our Leasing Programs.

Tax rates are subject to change based on local rates.

Pricing is based on Net 30 Payment Terms and is subject to change if Payment Terms are revised.

All Product Returns are Subject to Manufacturer Approval

Sales tax provided on this quote is estimated.

Final Sales tax will be assessed during invoicing.

Sub Total : \$187,500.69

Tax : \$12,516.86

Shipping : \$1,539.00

Total : \$201,556.35

Quotation is valid for 30 Days.

Promotional pricing, price quoted net of rebate pricing & limited time pricing may expire prior to the 30 days from date of quote and maybe subject to change without notice. All prices are F.O.B. Ontario, California

Please feel free to contact me if you have any further questions. Thank You.

EXHIBIT "C"
KEY PERSONNEL



1. Account Management Team

Vice President Sales & Operations
Stephen Monteros
Office: 909.230.7007
Email: smonteros@SIGMANet.com

Account Manager
April Feikner
Office: 909.260.9678
Email: afeikner@SIGMANet.com

SIGMANet Office Locations

Corporate Headquarters Office
4290 E. Brickell Street
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Tel: 909.230.7500
Fax: 909.937.9125

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Riverside, CA 92586

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Fremont, CA 94538

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El Centro, CA 92243

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San Diego, CA 92121

Orange County Office
9 Corporate Park #150
Irvine, CA 92608

Los Angeles Office
400 N. Brand Blvd. #930
Glendale, CA 91203

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