

McMurray Stern
 15511 Carmenita Rd
 Santa Fe Springs, CA 90670
 www.mcmurraystern.com



QUOTATION
 # Q-35197-14 - 06-28-24 - Contract Services
 VALID UNTIL 12/27/24

BILL TO
 Moreno Valley Police Department
 22850 Calle San Juan De Los Lagos
 Moreno Valley, CA 92553

INSTALL TO
 22850 Calle San Juan De Los Lagos
 Moreno Valley, CA 92553

Design Consultant
 Dave Cagle

SOV Payment Terms
 10-50-40 Net 30

Payment Schedule
 10% with the submittal
 50% Upon beginning of Installation
 40% Upon Completion

Moreno Valley Police Department Sourcewell Contract Services for both Mesh and Solid Rear Door Options

| Sourcewell Contract Services | | | | | | | |
|------------------------------|-----|---|------|-------------|--------|-------------|----------------|
| LINE | QTY | DESCRIPTION | UNIT | LIST EA | DISC % | PRICE EA | EXTENDED TOTAL |
| 1 | 1 | Sourcewell Services Contract Including: <ul style="list-style-type: none"> • Freight • Design • Project Management • Installation • Site Preparation • Unloading • Inside Delivery • Travel Expenses • Prevailing Wage | Lot | \$23,155.45 | 0.00% | \$23,155.45 | \$23,155.45 |

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CUSTOMER SIGN OFF

Authorized Signature Accepted Date

| | |
|-------------------|-------------------|
| Total List | \$23,155.45 |
| Discount | 0.00% |
| Subtotal | \$23,155.45 |
| Sales Tax | <u>\$1,794.55</u> |
| Total | \$24,950.00 |

Print Name

Terms and Conditions

The purchase order, proposal and sales or service agreement (collectively, the “Proposal”) provided by McMurray Stern, LLC, a Delaware limited liability company (“Company”), specifically incorporates the following Terms and Conditions.

1. **TAXES:** The price does not include any sales, use, excise, or similar taxes, surcharges, tariffs and duties, and Purchaser shall be responsible for all such items, however designated or levied, and whether or not invoiced by Company. If taxes are included as part of the price and the rate or base of the tax is increased or decreased, Purchaser will pay any increased taxes, and Company will give credit for any tax decrease.
2. **WARRANTY FOR GOODS AND SERVICES:**
 - a. Company warrants (the “Goods Warranty”) that the Goods as set forth in the Proposal will be, on the date of the start of the Warranty Period, free from material defects in material and workmanship. “Goods” for purposes of this Agreement means any goods, products, machinery, equipment, parts, materials, computer hardware and other items to be provided by the Company as set forth in the Proposal.
 - b. Company warrants (the “Services Warranty”) that the Services (as defined below) will be performed in a professional and workmanlike manner. “Services” for purposes of this Agreement means the installation, commissioning, or other services to be performed by the Company as set forth in the Proposal.
 - c. Any failure of the Goods to conform to the Goods Warranty, or the Services to conform to the Services Warranty, is referred to herein as a “Warranty Defect”.
 - d. Company’s obligations under the Goods Warranty and the Services Warranty are conditioned upon full and timely payment of all amounts owed by Purchaser and receipt by Company of prompt written notice from Purchaser of the claimed Warranty Defect, including a description of the Warranty Defect and its discovery, and the opportunity for Company to validate and inspect in Purchaser’s facility the Goods or Services claimed to be defective.
 - e. The Goods Warranty and the Services Warranty shall terminate, and any claim of a Warranty Defect shall be deemed waived and extinguished, upon the expiration of the Warranty Period (as defined below), except as to any Warranty Defect for which Purchaser has given Company written notice in accordance with Section 2.d prior to the expiration of the Warranty Period.
 - f. The “Warranty Period” shall be one (1) year from Acceptance; provided that, where no Services are included in the Proposal or sale, the Warranty Period is one year from shipment of the Goods. As used herein, “Acceptance” shall mean substantial completion of the Services to be provided by the Company. If the Purchaser shall use any Goods which require Services, such use shall also be deemed to be “Acceptance”.
 - g. In the event of a Warranty Defect for which Purchaser has timely and properly given notice pursuant to Section 2.d, Company shall be responsible, (i) in the case of Goods, to repair or replace the defective Goods, delivered F.O.B. Company’s manufacturing plant, as determined by the Company in its sole discretion, and (ii) in the case of Services, to re-perform the Services that were not performed in accordance with the Services Warranty. The Warranty Defect obligation does not include costs of labor or other charges incurred in removing or installing parts (which shall be paid by Purchaser), and does not apply to Goods damaged by Purchaser, or its agents, representatives, employees, contractors, licensees or invitees, or by overloading, exposure to corrosive or abrasive substances or abnormal dampness, misuse, abuse, neglect or accident, or to Goods which have been improperly applied, installed, adjusted, operated, maintained, repaired, modified, changed or altered by persons other than Company, or to parts subject to wear and tear and replacement in ordinary course (such as, but not limited to: belts, chains, fuses, light bulbs, bushings, or similar items), or to other ordinary wear and tear. Company’s Goods Warranty with respect to any repaired or replaced Goods, or Services Warranty with respect to any re-performed Services, shall terminate on the date that the warranty would terminate under Section 2.e and 2.f as to any Goods or Services not subject to a claim of a Warranty Defect.

- h. Company makes no warranties or representations, nor assumes any obligations with regard to, Purchaser's existing equipment or facilities or for any equipment supplied by Purchaser or any third-party and used in the Company system, and Purchaser assumes full responsibility for the use and operation of such equipment.
- i. If Company fails to repair or replace within thirty (30) days the defective Goods for which Purchaser has timely and properly given notice of a Warranty Defect pursuant to Section 2.d, then provided that Purchaser has given Company thirty (30) days prior written notice after such failure to repair or replace, and Company has not made such repair or replacement within such thirty (30) day notice period (or if the nature of such repair or replacement is not capable of being completed within such 30-day period, the Company has not commenced such repair or replacement), Purchaser may obtain repair or replacement of the defective goods from a third-party, and in such event Company shall be liable to Purchaser for the lesser of (i) the reasonable costs of such repair or replacement by a third-party or (ii) that part of the purchase price of the defective part of the Goods that has already been paid by Purchaser.
- j. **EXCEPT AS SET FORTH IN THIS SECTION 2, THE GOODS AND SERVICES ARE BEING SOLD "AS IS", AND THE COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE GOODS OR SERVICES OTHER THAN THE EXPRESS WARRANTIES CONTAINED IN SECTION 2. COMPANY HEREBY EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE.**

3. PRICE AND PAYMENT: Purchaser shall make all payments due to the Company upon the terms set forth on the Proposal in immediately available funds. If any payment due from the Purchaser is not received by the Company within five (5) days after the due date, then Purchaser shall pay to the Company a late charge equal to five percent (5%) of the overdue amount. In addition, Purchaser shall pay interest on all late payments at the lesser of the rate of 10% per annum or the highest rate permissible under applicable law, calculated daily. The purchaser shall reimburse the Company for all costs incurred in collecting any late payments, including, without limitation, reasonable attorneys' fees. Goods are sold on a firm sale basis. Orders cannot be canceled once placed. The purchaser shall have no right under these Terms and Conditions, or any other agreement, document, or law, to withhold, offset, recoup, or debit any amounts owed to the Company against any other amount owed to it by the Company. **A surcharge will be assessed on any credit card payments by Purchaser in the amount equal to three percent (3%) of the transaction amount, but in no event shall the surcharge be greater than the amount actually paid by the Company to its payment processor for processing the transaction.**

4. INSURANCE BY COMPANY: Company will maintain insurance covering its operations as follows:

- a. Worker's Compensation Insurance as required by the state having jurisdiction over Company and Employer's Liability with limit of \$1,000,000.
- b. Commercial General Liability Insurance with combined single limit for bodily injuries and property damage of \$2,000,000.
- c. Automotive Liability Insurance for bodily injuries, including death and property damage with combined single limit of \$1,000,000.
- d. Umbrella and/or excess coverage with a limit of \$5,000,000.

Company may, at its sole option, satisfy these requirements with commercial insurance or through a program of combined self-insurance, self-insured retention, and excess insurance. Certificates of insurance will be furnished upon request.

5. INSURANCE BY PURCHASER: Purchaser assumes all risk of loss from damage and destruction of the Goods and any applicable installation charges thereof. Such risk of loss will transfer to Purchaser at the F.O.B. point pursuant to the shipping terms of the Agreement, or if not specified, F.O.B. Origin. Purchaser does not assume any risk of loss that is due to the actions of Company employees, contractors or subcontractors. Purchaser agrees to acquire and maintain all risk insurance covering damage and destruction of the Goods at replacement value and in no event less than the purchase price including any increases by Change Order(s). The insurance policy or policies shall name the Company as an additional insured, shall provide for thirty (30) days prior notification to Company if the insurance coverage is terminated, reduced, or otherwise materially modified, shall provide that the insurance proceeds shall be payable to Company and Purchaser as their interests may appear, and shall provide for a waiver of subrogation in favor of Company. Payments made by an insurance carrier to Company as a result of such damage or destruction of the Goods will be applied against the purchase price and any other amounts owed by Purchaser under the Agreement. Purchaser shall furnish Company with certificates evidence of such insurance.

6. Intentionally Omitted

7. CHANGE ORDER: The parties may agree at any time prior to final payment of the Agreement to make additions, deletions, or other revisions by Change Order or Work Order (as defined below) without invalidating the Agreement. No such change will be made by Company until an approved Change Order or Work Order is executed as provided below.

- a. When the price, schedule and other conditions relating to the change can be determined prior to the start of work under the change, a document describing this change (“Change Order”) will be issued for execution by the parties.
- b. When the change requires immediate action and the issuance of an executed Change Order with firm price would unreasonably delay the change, Purchaser shall place its signature upon a document authorizing Company to proceed with the change (“Work Order”). After the change under the Work Order has been completed, Company will calculate the firm price for the change using actual costs (including overhead and reasonable profit) current at time of performance of the work. Completed Work Order(s) will be incorporated into a Change Order for execution by the parties.

Unless expressly modified by a Change Order or Work Order, the provisions of the Agreement and these Terms and Conditions will govern all work performed under such Change Order or Work Order.

8. DELIVERIES: The Company will use commercially reasonable efforts to deliver Goods on any estimated delivery date set forth in the Proposal. The Company shall not be liable for any delays, loss or damage in transit, including any delays as set forth in Section 12 below. If for any reason Purchaser fails to accept delivery of any Goods, or if the Company is unable to deliver Goods because Purchaser has not provided appropriate instructions, documents, licenses, or authorizations: (i) risk of loss to Goods shall pass to Purchaser; (ii) Goods shall be deemed to have been delivered; (iii) the Company, at its option, may store Goods until Purchaser picks it up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance); and (iv) Purchaser will compensate the Company for any other associated loss, damage, and additional expense suffered or incurred by the Company as a result of such delay. Except as otherwise set forth above, title and risk of loss passes to Purchaser as set forth in Section 5. As collateral security for the payment of the purchase price of Goods, Purchaser hereby grants to the Company a lien on and security interest in and to all of the right, title, and interest of Purchaser in, to and under Goods, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the UCC.

9. REMEDIES:

a. Purchaser’s Remedies Prior to Acceptance. Prior to Acceptance, if Company defaults in the performance of any of its material obligations under the Agreement, Company shall have thirty (30) days following written notice from Purchaser advising Company of the default, in which to (i) cure the default or, (ii) if the default is not reasonably curable within such thirty (30) day period, to implement a plan to cure the default in a diligent manner. If Company fails to effect such cure within such thirty (30) day period or fails to implement a plan to cure the default within such thirty (30) day period and thereafter prosecute such cure diligently to completion, then Purchaser shall have the right to terminate the Agreement upon written notice to Company. In the event of such termination, Purchaser shall either (i) pay to Company the value of the Goods and Services already provided to Purchaser, or (ii) complete the work specified in the Agreement. If Purchaser elects to complete the work specified in the Agreement and the reasonable costs of completion exceed the unpaid balance of the Proposal price, Company shall pay the difference to Purchaser upon submission of reasonable evidence of the costs thereof.

b. Purchaser’s Remedies After Acceptance. After Acceptance, Purchaser’s remedies set forth in Section 2.g (with respect to Warranty Defects) are Purchaser’s sole and exclusive remedies for any claim that Purchaser may have related to the Agreement or the Goods or Services, in connection with the design, manufacture, sale, handling, transportation, delivery, installation, performance or otherwise of the Goods or the Services.

c. Company’s Remedies: In addition to any remedies that may be provided in the Agreement, the Company may terminate this Agreement with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under the Agreement; (ii) has not otherwise performed or complied with the Agreement, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. In such event, the Company shall have

the right to (i) suspend performance of its obligations under the Agreement until the default is cured, (ii) terminate the Agreement, and/or (iii) exercise any other right or remedy provided for in the Agreement, or available to Company under applicable law.

10. COMPLIANCE WITH LAW. Purchaser shall comply with all applicable laws, regulations, and ordinances. Purchaser has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to own and operate the Goods and carry out its obligations under these Terms and Conditions.

11. INTELLECTUAL PROPERTY: The Company shall retain all right, title and interest to its own intellectual property, formulas, software and designs, including, without limitation, trademark, copyright, and any and all renewals, extensions, revivals and resuscitations thereof, throughout the universe in perpetuity in all media now known or hereafter devised.

12. DELAYS: If Company's performance is delayed or prevented by Purchaser or other any cause uncontrolled or unforeseen by Company (including but not limited to acts of God, pandemics (including COVID-19 or any variants thereof), casualty, labor disturbance, strikes, riots, civil disturbance, inability to obtain supplies or transportation, explosion, flood, fire, power failure, embargos, boycotts, governmental or military action, war, terrorism, or any order modification by Purchaser): (i) except as set forth in the Proposal, Purchaser agrees to pay Company invoices upon notification that the Goods are ready for shipment in accordance with the shipping schedule and to reimburse Company for expenses incident to such delay including, without limitation, the cost of engineering, the cost of Goods and labor escalations; maintaining, repairing, refurbishing and replacing Goods; and storage, demurrage, and pullout charges from installation site; and (ii) the time for delivery of the Goods and performance of the Services will be extended for a period at least equal to the time lost by reason of the delay, and Company will not be liable for any damages caused by the delay and such delay shall not be considered a breach or default by the Company. No obligation of a party to pay money otherwise due is subject to any delay condition.

13. Intentionally Omitted

14. ASSIGNMENT/SUBCONTRACTS: Neither Party shall delegate the performance of any obligation hereunder, nor assign any rights arising under the Agreement, to any third person without the prior written consent of the other Party; provided, however, each party shall have the right to assign this Agreement to an entity which purchases all or substantially all of the assets of such party. The Parties agree that consent shall not be unreasonably withheld. Company reserves the right to use subcontractors in the performance of any services to be performed by Company.

15. CONFIDENTIALITY: With the exception to the California Public Records Act, the Agreement, any information marked as confidential and any other information (written/electronic/oral) which is of the nature that a reasonable person would understand its owner would not want it disclosed to the public will be considered to be "Confidential Information" of Company. Further, Confidential Information of Company shall also include (i) any document or data transaction between the parties, (ii) matters of a technical nature such as trade secret processes or devices, know-how, drawings, specifications, proposals, data, formulas, software, inventions (whether or not patentable or copyrighted), specifications and characteristics of products or services planned or being developed, and research subjects, methods and results, (iii) matters of a business nature such as information about costs, profits, pricing, policies, markets, sales, suppliers, customers, product plans, and marketing concepts, plans or strategies, (iv) matters relating to project initiatives and designs, (v) matters of a human resources nature such as employment policies and practices, personnel, including individual names, address, and telephone numbers, compensation and employee benefits, and/or (vi) other information of a similar nature not generally disclosed to the public. Purchaser shall not use or disclose Confidential Information except to its employees subject to a similar confidentiality agreement, who have a need to know to perform their responsibilities. The obligations set forth herein to maintain confidentiality shall not apply to Confidential Information that: (i) Purchaser can document was rightfully in the public domain prior to disclosure or becomes publicly known through no fault of the Purchaser; (ii) Purchaser can document through written evidence dated prior to the date of disclosure, was rightfully known to the Purchaser prior to disclosure; (iii) is disclosed to Purchaser by a third-party, rightfully in possession of the Confidential Information and not in violation of a confidentiality agreement with Company or other restriction on use; or (iv) was independently developed by Purchaser without the use of or reference to the Confidential Information. Any separate confidentiality agreement executed between the parties shall continue to remain in full force and effect.

16. CHANGES IN LAWS AND REGULATIONS: Company's prices and timely performance are based on all applicable laws, rules, regulations, orders, codes, standards, or requirements of governmental authorities effective on the date of Company's Proposal. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Company to an equitable adjustment in the prices and any time of performance.

17. MISCELLANEOUS:

a. Intentionally Omitted

b. Governing Law. The Agreement shall be interpreted and enforced in accordance with the substantive laws of the State of California without regard to its conflicts of law principles. Any legal suit, action or proceeding arising out of or related to this Agreement, or the matters contemplated this Agreement, shall be instituted exclusively in the federal or state courts located in Riverside County, California, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non convenience.

c. Severability. The invalidity or unenforceability of any provision of the Agreement shall not affect the enforceability or validity of the remaining provisions, and the Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

d. Nonwaiver. Failure of either party to require performance of any provision shall not affect its right to thereafter require full performance of that provision. The waiver by either party of a breach of any provision shall not constitute a waiver of any subsequent breach or nullify the effectiveness of such provision.

e. Captions. Captions preceding Articles are for convenience only and are not to be construed as part of the Agreement or as a limitation of the scope of the Article to which they refer.

f. Third Party Beneficiaries. Except as provided for in Section 5, no provision of these Terms and Conditions is intended to confer any rights, benefits, remedies, obligations, or liabilities hereunder upon any person other than the parties and their respective successors and permitted assigns.

g. Ambiguities. Each party and its counsel have participated fully in the review and revision of the Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting the Agreement.

h. Data Destruction. At the termination of this Agreement, Customer will provide Company with a list of all confidential Customer data it wishes to have Company destroy. Company will destroy all confidential Customer data and provide confirmation of such destruction sixty (60) days after receipt of such list.

i. Independent Contractor. Each party shall be an independent contractor under the Agreement. The relationship between the parties shall not be construed to be that of employer and employee, nor to constitute a partnership, joint venture, or agency of any kind. Neither party shall have the right to bind the other party to any contract or other commitment.

j. Intentionally Omitted