

**Quote Date: 8/25/2025**

**Quote Valid for 30 Days**



**SPS VAR  
POWER10 Proposal  
For  
City of Needles  
NaviLine POWER Upgrade**



**Lori Blan  
SPS VAR  
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**SPS VAR  
P.O. Box 8869  
Atlanta, GA 31106**

[www.spsvar.com](http://www.spsvar.com)

These prices are for your information only and are subject to change without notice. Tax not included.



**Configuration Summary: System Migration**

**IBM POWER10®**, Model S1012 (TowerModel)  
4 Core, 1 Core Active and Licensed with 29,000+ CPW Rating  
(2) X 1.6TB NVMe Disk Drives Mirrored for 1.6TB Usable  
64GB Memory  
IBMi® OS V7R4  
Redundant 4-Port, 1GbE Ethernet NIC  
System Console on Ethernet LAN  
Redundant 110v Power Supplies  
USB DVD Drive

TS2280 - LTO8 Tape Drive Express with (10) LTO7 tape cartridges  
(can read and write back one level)

Three Years - 24x7 IBM Hardware Maintenance  
Three Year Processor License Subscription  
Three Year Use License Subscription

\$ 44,500.00

**Remote Assistance with Installation and Data Migration Services**  
Includes Tape drive rental to read SAVE and OS Upgrade to V7.5

\$ 11,875.00

**Solution Total \$ 56,375.00**





# SPS VAR Product Agreement

## Order Description

SPS VAR (We) agree to supply equipment (Machines) and software (Programs) to Customer (You) and to make available the manufacturer's software services subscriptions (Subscriptions) to you under the terms of this Agreement and upon receipt of a \$ 0 down payment. Collectively, Machines and Programs are referred to as Products.

The price for all Products is shown below. Unless you request otherwise and pay the corresponding charges, all Products are shipped via normal ground transportation. You agree to pay the total price of all Products, shipping charges, applicable sales taxes and the price for the Subscriptions.

Machine/Program	Description	Qty	Unit Price	Amount
9028-21B	SPS VAR NavLine® Solution	1	\$ 44,500.00	\$ 44,500.00
	IBM POWER10®, Model S1012 (TowerModel)			
	4 Core, 1 Core Active and Licensed with 29,000+ CPW Rating			
	(2) X 1.6TB NVMe Disk Drives Mirrored for 1.6TB Usable			
	64GB Memory			
	IBMi ® OS V7R4			
	Redundant 4-Port, 1GbE Ethernet NIC			
	System Console on Ethernet LAN			
	Redundant 110v Power Supplies			
	USB DVD Drive			
	TS2280 - LTO8 Tape Drive Express with (10) LTO7 tape cartridges			
	(can read and write back one level)			
	Three Years - 24x7 IBM Hardware Maintenance			
	Three Year Processor License Subscription			
	Three Year Use License Subscription			

<b>Total Price Excluding Shipping Charges and Sales Taxes:</b>	<b>\$ 44,500.00</b>
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This Order Description and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Products and the Subscriptions and replace any prior oral or written communication between us. In addition, this Agreement takes precedence over any purchase order that you issue for these Products or Subscriptions. By signing below, both of us agree to these terms.

Agreed to:

City of Needles  
817 3rd Street  
Needles, CA 92363

Agreed to:

SPS VAR  
P. O. Box 8869  
Atlanta, GA 31106

By: \_\_\_\_\_  
Authorized signature

Name: (Print) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Authorized signature

Name: (Print) \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Agreement Number: 2025082501LBB

# SPS VAR Services Agreement



## Description

SPS VAR, LLC. (We) agree to provide Services described in a Statement of Work below or in an Attachment to our Customer (You) under the terms of this Agreement. You are responsible for project management and for any results achieved, unless specified otherwise in the Statement of Work. We do not provide Services under the terms of your purchase order.

Services are provided and billed either on an hourly ("Hourly Services") or on a fixed-price ("Fixed-Price Services") basis.

For Hourly Services, the Statement of Work specifies the hourly rate, the estimated hours and estimated expenses required to complete the project. This estimate is not a fixed-price commitment. Charges will equal the actual hours worked times the hourly rate, plus actual expenses and applicable sales taxes.

For Fixed-Price Services, the Statement of Work specifies the fixed-price and estimated expenses. This expense estimate is not a fixed-price commitment. Charges will equal the fixed-price plus actual expenses and applicable sales taxes.

### Statement of Work

Project Name: Power10 Migration

☒ Fixed-Price Services: \$ 11,875.00 Invoiced Upon Product Start

Estimated Expenses: \$ N/A Travel & Living and N/A Other Expenses

Estimated Start Date: 10/15/2025

End Date: TBD

Services: Remote Assistance with data migration from 9009-41G sn 78E5C80 to new POWER10. Includes rental of LTO7 tape drive and OS upgrade to V7.5. Console connection via HelpDesk.

This Project Description, the Statement of Work and the Additional Terms on page 2 form our complete agreement (the "Agreement") regarding these Services and replace any prior oral or written communication between us. By signing below, both of us agree to these terms.

Agreed to: (Customer legal name & address)

**City of Needles**  
817 3<sup>rd</sup> Street  
Needles, CA 92363

Agreed to:

**SPS VAR, LLC**  
P. O Box 8869  
Atlanta, GA 31106

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature

Name (print): \_\_\_\_\_

Name (print): \_\_\_\_\_

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

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

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

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

Agreement Number: 2025082502LBB





# SPS VAR Services Agreement

## Additional Terms

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### **Billing**

For Hourly Services, the minimum billing increment is fifteen (15) minutes. However, there will be a one-hour minimum for each day in which Services are provided on-site and a fifteen (15) minute minimum for each day in which Services are provided by telephone. We may increase our hourly billing rate and minimums by giving you three (3) months' written notice.

Hourly Services are invoiced weekly as the work progresses. Fixed-Price Services are invoiced as specified in the Statement of Work. Travel and other expenses are invoiced weekly using IRS mileage allowances for automobile transportation and actual cost for all other expenses.

Charges for Services and expenses are due within 15 days from the invoice date. Amounts past due are subject to a late payment charge of 1.5% per month. You agree to pay accordingly.

You agree to pay applicable sales taxes or supply exemption documentation.

### **Project Completion and/or Termination**

Hourly Services will end when we provide the estimated number of hours or upon the estimated project end date unless you authorize additional hours or an extension of the end date. In the event that additional hours are not authorized for incomplete project which is provided on an Hourly Services basis, we do not warrant that the Services will be completed. Fixed-Price Services will end when the tasks described in the Statement of Work are complete.

Either party may terminate this Agreement on written notice to the other if the other breaches any material provision of this Agreement, including nonpayment of any charges hereunder. Upon termination, we will stop our work in an orderly manner as soon as practical.

You agree to pay for all Services we provide, all materials (including programs, program listings, documentation, reports or other similar works of authorship) we deliver and all expenses we incur through the project's termination, including charges we incur in terminating subcontracts.

### **Customer Obligation**

You agree to provide us reasonable access to the premises where Services will be provided during your business hours. You will also provide other onsite cooperation and assistance as may be reasonably requested by us. You agree to sign and deliver to us the Acknowledgment of Completion of Services when the tasks described in the Statement of Work are complete, or when we have provided the estimated number of hours of Services for Hourly Services (unless additional hours are authorized), whichever comes first.

### **Subcontractors**

We have the right subcontract any part of the Services to a third party as we deem appropriate, provided that we will remain ultimately responsible for the Services, subject to the terms of this Agreement.

### **Changes to Statements of Work**

The Statement of Work may only be changed by a written Change Authorization signed by both of us. The terms of the Change Authorization will prevail over those of the Project Description, the Statement of Work and any previous Change Authorizations.

### **Warranty**

We warrant that we perform Services using reasonable care and skill in accordance with recognized standards in the industry. **WE DO NOT PROVIDE ANY OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** We do not warrant uninterrupted or error free operation of any Service.

### **Limitation of Liability**

In the event that you are entitled to recover damages from us, in each instance, regardless of the basis on which you are entitled to claim damages from us, we are liable only for an amount no greater than the sum of all payments you have made to us. This limit also applies to liabilities of any of our subcontractors. It is the maximum for which we and our subcontractors are collectively responsible. **Under no circumstances are we or our subcontractors responsible to you or third parties for 1) loss of, or damage to, your records or data; or 2) special, incidental, consequential or other indirect damages (including lost profits or savings), even if we are informed of their possibility.**

### **Disputes**

The laws of the State of California govern this Agreement. Any controversy or claim arising out of or relating to this Agreement, or the breach of this Agreement, shall be settled by arbitration in accordance with the rules of the American Arbitration Association in Riverside, California. A judgment of a court having jurisdiction may be entered upon the arbitrator's award. The prevailing party, in addition to all recoveries, is entitled to recover from the other party reasonable expenses (including attorney fees) relevant to the claim.

Agreement Number: 2025082502LBB