

C-10276
09/17/2015

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ORIGINAL**

 **LOGICALIS**
Business and technology working as one.

Statement of Work for CTYGLE - Tower work at Oasis Consulting

Prepared by Logicalis for
City of Glendale

To the attention of:
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August 4, 2015

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Section 1. Professional Services

Logicalis will provide professional services at a firm fixed price to City of Glendale ("Customer") under the terms and conditions set forth in this Statement of Work ("SOW").

Section 2. Solution Summary

Logicalis plans to provide additional tower work to implement customer supplied microwave radios.

Section 3. Scope of Work

3.1. Tasks and Activities, Deliverables

Tasks and Activities

1. Arrowhead location
 - 1.1. Provide and install 3-6-5 mounting bracket and a 6' 2 3/8 pipe
2. Pyramid location
 - 2.1. Provide and install a chain mount with a 4ft 2 3/8 pipe
3. Oasis location
 - 3.1. Provide and install 3-6-5 mounting bracket
 - 3.2. Install a customer supplied Omni antenna
 - 3.3. Demo an existing Cisco Bridge radio

Deliverables

- No deliverables will be given upon this engagement

Customer Roles / Responsibilities

- Provide access into all three locations
- Provide Omni antenna that will be installed at the Oasis location

Assumptions

- Xxx

3.2. Project Management Services

The assigned Logicalis Project Coordinator/Manager will be responsible for providing the following services:

TCs/SAs: Please note:

- *The Solutions Central team members will include the appropriate Project Coordination/Project Management (PC/PM) Rigor, as well as select the title above, based on the number of PC/PM hours provided by the TC.*
 - *The PMO requirement for projects is that PM hours are to equal 20% of the technical hours scoped (Technical hours scoped * 20% = PM hours).*
 - *If you and/or the AE have a request to deviate from this requirement, please email Logicalis Solutions Central with details of the requested deviation, including the opportunity number. There is an approval process in place for these deviation requests.*

3.3. Out of Scope

All items not specifically included in the Scope of Work section of this document are out of scope.

Section 4. Firm Fixed Price Information

4.1. Pricing

The Professional Services listed in the Scope of Work Section will be provided at a firm, fixed price, and billed according to the Milestone Payment Schedule Table. The pricing in this SOW does not include taxes, if any, which will be Customer's responsibility.

Milestone Payment Schedule Table

The Professional Services listed in the Scope of Work Section will be provided at a firm, fixed price, and billed according to the Milestone Payment Schedule Table. The pricing in this SOW does not include taxes, if any, which will be Customer's responsibility.

Milestone Payment Schedule Table

Milestone	Description	Amount
1	Project Completion	
	<i>Materials</i>	<i>\$900.00</i>
	<i>Labor</i>	<i>\$6,646.25</i>
	<i>Taxes</i>	<i>\$72.90</i>
	Total	\$7,619.15

4.2. Travel Expenses

No travel expenses are anticipated for this engagement

4.3. Invoicing

Logicalis will invoice Customer for Professional Services delivered as stated in the Milestone Payment Schedule Table, or once per month at month end.

4.4. Limitation

The firm, fixed pricing listed above is for work performed during normal business hours (8:00 AM – 5:00 PM, Monday through Friday, local time) unless otherwise identified in this SOW. Should any work need to be scheduled outside of normal business hours, or on a holiday, such requests will be handled via a Project Change Request, with a fifty percent (50%) uplift to the standard rate. Please see the Project Change Management Process section below for details.

This pricing assumes all the work is performed as part of a single project; a delay caused by Customer may increase the price.

In the event Customer decides to cancel the project before its completion, Customer shall be responsible for payment of all fees for Services performed through the date of termination and fifty percent (50%) of the remaining balance on the fixed price, once all completed milestone payments are paid.

Section 5. Resource Scheduling

Within 10 business days of receipt of the signed SOW, Logicalis will discuss scheduling the delivery of these services.

Section 6. Completion Criteria

This project will be considered complete when the Tasks and Activities specified and Deliverables specified in the Scope of Work are complete.

Section 7. Customer Responsibilities

Customer is responsible for providing and/or performing the following (as applicable to this project):

1. Provide timely access to people and information including, but not limited to, the following areas:
 - a. Operations personnel knowledgeable of system and network administration and problem resolution flow.
 - b. Applications knowledgeable personnel for the applications that will be running on the systems.

- c. Management personnel who are knowledgeable of the architecture of the project to resolve issues that occur during the project. These people shall be designated in advance and be readily available to the Logicalis consultants. To the extent possible, meetings will be scheduled in advance. However, access on an ad hoc basis may be necessary as work proceeds.
2. Ensured all sites are ready for equipment delivery. Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, staging and installation.
3. Ensure that any and all conditioned power (appropriate power rails and circuit breakers have been tested in the racks and cabinets where required), rack space, cable management, grounding points, air conditioning, carrier circuit installation, or other preparation work required to complete this SOW, has been completed prior to the implementation team's arrival.
4. Provide the specified/required floor/rack space, power and network connectivity for a single timely installation of the new hardware configuration.
5. If not included as part of this project, Customer has implemented a back-up power and backup data strategy that insures the availability of mission critical data and voice equipment, and applications.
6. Customer has identified and has access to the main communications area in the occupied building. Customer ensures that all carrier circuits that are intended to connect to Logicalis provided or re-programmed equipment has been fully tested, extended, identified/labeled, and subsequently proven to be suitable to carry voice and data network traffic.
7. If not included as part of this project, Customer has procured additional required software, hardware, network wiring, patch cords, uplink cables and/or additional network equipment in a timeframe that allows work to be completed and to meet project milestones.
8. The customer has assigned implementation technicians who are deemed capable and competent to follow the implementation plan with due care and skill, and authorized to signoff and approve the required parts of the implementation.
9. Unless specifically addressed in the SOW, the customer is expected to have all copper and fiber runs identified (clearly labeled with an accompanying structured cabling map/diagram). Improperly labeled (or no labels) on runs may require a Tone/Test and Tag Project Change Request and a Project Delay Fee.
10. Schedule and facilitate 'down-time' for systems and applications during certain periods during the project.
11. Provide appropriate work areas for Logicalis consultants when they are on-site. This includes a quiet work area, telephone access, printer access, Internet access, and fax access.
12. Provide all necessary security access to the locations where the work is to be delivered, as well as the passwords, equipment, etc. required to successfully complete this project.
13. Customer ensures that the work environment is free of hazardous materials and free from asbestos. Customer is responsible for supplying Logicalis with any information concerning safety issues and/or hazardous material for disclosure to all Logicalis and third-party employees working on the project.
14. Provide all the necessary support agreements for the software that is needed for the environment.

15. To have any and all licensing issues related to the movement of applications understood and resolved. New license key codes, if required, are obtained.
16. To have all application sources readily available in the event of having to reload applications from scratch.
17. If not included as part of this project, Customer shall have performed all required backups and/or data migrations of existing data prior to work being performed by Logicalis technical specialist(s), unless otherwise agreed to via a Project Change Request.
18. If remote access is required then Customer will allow VPN connectivity. If VPN connectivity is not permitted then a Project Change Request may be required.
19. Customer acknowledges that during the performance of services, Customer may be asked to download software as part of such services. In downloading such software, Customer affirms that it has received the software from Logicalis for use in its internal systems only and will use the software internally according to the instructions set forth by Logicalis.
20. Customer is responsible for obtaining all permits, licenses, and right of ways necessary for the completion of this project, including but not limited to building and city requirements.
21. Customer has finalized all contract negotiations with third-party suppliers for hardware, software, physical plant requirements, and/or additional network equipment. Customer will provide Logicalis with an updated list of all third-party contacts, as well as Customer's assigned project coordinator and all contacts necessary to facilitate this SOW.
22. Any Customer and third-party vendor actions that either accelerate or postpone Logicalis project responsibilities may result in a change to the SOW and a subsequent Project Change Request.
23. Customer will communicate any issues or changes to both the original project plan or this SOW to Logicalis immediately upon discovery.
24. Customer acknowledges that it has five (5) business days after receipt of Project Closure and Acceptance (PCA) form to review the deliverables for the project and deliver to Logicalis the signed PCA, or alternatively, a written notification clearly describing a specific project element's failure to meet identified specifications. If Customer does not return the PCA or a written notice of nonconformity within such time period, the Project will be deemed accepted on the 6th business day after receipt of the PCA.

Section 8. General Project Assumptions

Several general project assumptions are included in this SOW. General project assumptions include but are not limited to:

1. Logicalis assumes Customer will procure and have readily available appropriate hardware, licenses for software products, and features that are applicable to this project.
2. If applicable, travel that is included in Logicalis projects is quoted assuming three (3) weeks advance notice. All travel expenses that are incurred with less than three (3) weeks' advance notice will be subject to price adjustments.

3. One or more Logicalis Representatives may perform work on-site during implementation. Customer agrees that a designated and responsible Customer representative will be present at all times when a Logicalis Representative is on-site.
4. All hardware, software, and licensing related to this project is readily available and in full working order (not necessarily configured) and has a copy of the correct OS image loaded, where applicable.
5. The project will involve some 'knowledge transfer.' The purpose of transfer of technology knowledge is to explain functionality provided by Logicalis' Professional Services delivered for the Project and to provide a high level overview of how that functionality may be utilized by Customer. Knowledge transfer is not intended to replace the manufacturers' formal instruction/classes.
6. Adequate staffing and project management is included in this SOW. If the Customer accelerates their timeline, additional staffing or overtime to meet the new deadlines may be required. Changes to the Customer's schedule must be communicated to the Logicalis Project Manager in writing within 24 hours of the change.
7. All communication that affects the technical aspects of the project will be directed through the Project Manager or other appointed personnel.
8. Review meetings will be held at milestone points in the project. These meetings are intended to facilitate discussion regarding project timelines. The availability of Customer's management and support personnel is critical to this project and Customer representation at these meetings is essential.
9. Following project completion, a non-emergency incident intake contact line is available at (248)232-5780 or (888)311-7822. Emergency calls should be directed to your Account Executive or if you have a Managed Service support contract (248)341-2500 or (877)963-8279.

Should any of the above assumptions prove to be incorrect or incomplete, Logicalis may modify the price, scope of work, or if applicable, project milestones. Any such modifications shall be managed by the Project Change Management Process set forth in this SOW.

Section 9. Project Change Management Process

Changes to the project scope will be negotiated separately through a mutually-approved Project Change Management process. In the event either party desires to change this project, the following procedures shall apply:

1. Either party shall notify the other party of any requested changes. Logicalis will deliver a Project Change Request to Customer for review and execution. The Project Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work, which may include changes to the Tasks and Activities, Deliverables, Project Price and/or the schedule.
2. If both parties agree to implement the Project Change Request, the appropriate authorized representatives of the parties will sign the Project Change Request, indicating the acceptance of the changes by the parties.
3. Each executed Project Change Request will be incorporated into, and made a part of, this Statement of Work.

4. No party is under any obligation to proceed with the Project Change Request until such time as the Project Change Request has been agreed upon by both parties.

In the event of a conflict between a Project Change Request's Scope of Work and that set forth in the original Statement of Work, or previous fully executed Project Change Request, the most recent fully executed Project Change Request shall prevail.

Section 10. Terms & Conditions

1. This SOW is for services only and the pricing shall remain valid for 90 days from date of issuance of this SOW to Customer.
2. The pricing and services identified in this SOW are only valid for one year following the signed date of acceptance of this SOW.
3. The delivery of services will be performed at a Logicalis facility and/or Customer's location specified in the Statement of Work Acceptance section or provided to us prior to the commencement of services under this SOW.
4. To the extent applicable, the terms of the Mohave Educational Services Coop. Contract #11D-NIC-0722 are incorporated herein by reference. For all other terms not addressed in the previously stated contract, Logicalis Terms of Sale, found on our website at www.us.logicalis.com/tcsales apply and are incorporated herein by reference.
5. Only activities identified in this SOW will be performed. If other work is desired or additional activities are identified, a Project Change Request or new SOW will be required prior to completion of that work or those activities.

Section 11. Statement of Work Acceptance

Mohave 0722 - wireless microwave consulting from Logicalis for City of Glendale

Firm Fixed Price Services: \$7,619.15. (Travel expenses are included).

Acceptance:

To confirm our retention and authorize work to begin on your engagement, please return two (2) signed copies of this document along with a copy of the Purchase Order, if required. Alternatively, you may FAX a copy to (248) 232-5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention. Any reference to a customer Purchase Order or P.O. number does not indicate Logicalis acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:

City of Glendale



Signature

Thomas F. Duensing

Printed Name

Interim Assistant City Manager

Title

9-17-15

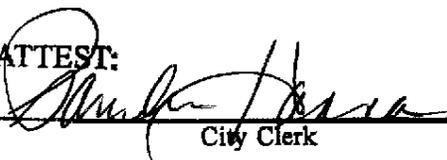
Date

City of Glendale
P.O. Number (if provided)

Billing Contact:

Joe Greth
City of Glendale
11550 West Glendale Ave
Glendale, Arizona 85301
623-930-3919

Cc: Christine Sandersfeld, Cory Urbatsch

ATTEST:


City Clerk

Accepted By:

Logicalis, Inc.



Signature

Cory Urbatsch

Printed Name

Connectivity Service Manager

Title

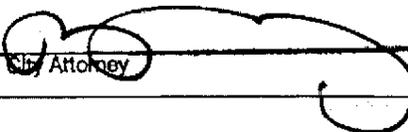
9/9/15

Date

Logicalis Engagement Number
(when available)

Billing Contact Correction:

Approved as to form



City Attorney

Section 12. Appendices

Appendix A. General Information

Appendix A. General Information

Contacts

Local Contact	Robert Lundblade, Account Executive 8945 S. Harl Avenue Suite 102, Tempe, AZ, 85284 Tel: (480) 850-3480 Robert.lundblade@us.logicalis.com
Legal Notices	Logicalis, Inc. ATTN: Legal Services 34505 W Twelve Mile Rd, Suite 210 Farmington Hills, MI 48331

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Copyright Information

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Freedom of Information

Many of Logicalis' customers are in the public sector and Logicalis is well aware of the obligations imposed on its public sector customers by the United States Freedom of Information Act ('FOIA'). Logicalis' policy is to co-operate with its public sector customers to assist them in meeting their obligations under the FOIA.

Logicalis considers that the following sections of this Response are confidential or commercially sensitive and that disclosure of all or part of the information contained in these sections may harm Logicalis' commercial interests:

Costs Section: Disclosure of Logicalis' costs to competitors is likely to give those competitors an unfair advantage in competing against Logicalis in future bids and may reduce the competitiveness of future tenders.

Customer References: Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality obligations and disclosure of this information to competitors may harm Logicalis' commercial interests by assisting competitors to compete for business from those customers.

Solution Design: The solution has been derived from the intellectual effort, knowhow and expertise of Logicalis staff and consultants and may contain proposals that are original or innovative. The disclosure of this information to Logicalis' competitors may give them an unfair advantage in competing with Logicalis in future similar projects.



PROPOSAL

Terms	Account Manager	Date	Quote #
NET 30	Robert Lundblade	08/04/15	LOGQ12798
Contract:			
Mohave Tele 11D-NIC-0722			

Customer: City of Glendale AZ Joe Gerth Phone: (623) 930-2909 Fax:	Address: 6830 N. 57th Drive Glendale, AZ 85301	Project Name: Tower Work at Oasis Project Number: OPP062485
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* Per detailed Scope of Work.
 * Purchase order constitutes acceptance of Quote and Scope of Work.

Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
CHIEF	MISC 1	Tower Wok at Oasis SMALL MISC. HARDWARE MOUNTING KIT	10.00	\$90.00	\$900.00

Total Material:	\$900.00
Total Labor:	\$6,646.25
Sales Tax:	\$72.90
Total	\$7,619.15

Please note Logicalis Quote number on purchase order. Proposal expires 30 days from the date above.

Logicalis, Inc.	City Of Glendale AZ
By: <u>Cory Urbatsch</u>	By: <u>[Signature]</u>
Name: <u>Cory Urbatsch</u>	Name: <u>Thomas F. Duensing</u>
Title: <u>Connectivity Services Manager</u>	Title: <u>Interim Assistant City Manager</u>
Date: <u>9/9/15</u>	Date: <u>9-17-15</u>
	PO # _____

Logicalis' terms of sale, found on our website at www.us.logicalis.com/tcsales, are incorporated herein by reference. For applicable engagements, State, Mohave, and SLD contract terms are incorporated herein by reference; however, for terms not addressed in the State, Mohave or SLD contracts, Logicalis' terms of sale shall supersede.

Approved as to form

ATTEST: [Signature]
 City Clerk

[Signature]
 City Attorney

Visit
www.us.logicalis.com/southwest

Address
 8945 S. Harl Ave., Suite 102
 Tempe, Arizona 85284

Call
 480.850.5050
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