

**CITY CLERK
ORIGINAL**

**C-8540-1
09/24/2013**

ERRATA

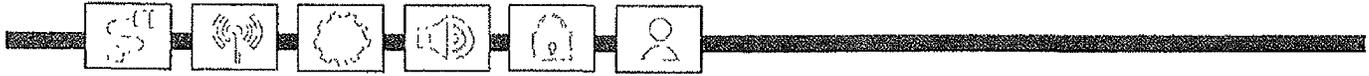
Contract No. C-8540

**Logicalis
AZ Audio/Visual Contract
Project ID: 01-05-07648**

The above-referenced contract, previously executed by both parties, should be corrected to eliminate an erroneous introductory paragraph set forth prior to Section 1 – General Overview of the contract that makes reference to a Mohave Cooperative Purchasing Contract on page 1.

The corrected page 1 is attached hereto as Exhibit A and replaces the incorrect page. A complete copy of the corrected contract is attached hereto as Exhibit B.

EXHIBIT A



Section 1. General Overview

Logicalis Managed Services provides full-service options for 24x7 Audio Visual services for onsite administration of information systems infrastructure. Unless otherwise stated, all Logicalis Managed Services offerings are provided on a 24 hours per day, 365 days per year basis regardless of Service Level.

Section 2. Connected Managed Service Offerings

Below is a list of the City of Glendale's selected Managed Services.

Additional information regarding the details of each selected service offerings can be found in the applicable Service Offering Attachment(s) to this Agreement

Table 1: Managed Service Offerings

✓	Service Offering
✓	Scheduled maintenance visits
✓	Re-Active Technical & On-Site Support for EOC, ESF, data , conference and A/B-rooms Active and audio visual equipment

Section 3. Tracking and Management Services

The scope and level of service delivery is described in the applicable Service Offering Attachment

EXHIBIT B

City of Glendale

*Emergency Operations Center
Managed Services Agreement
July 1, 2013 thru June 30, 2014*

*AZ Audio/Visual Contract
Project ID: 01-05-07648*

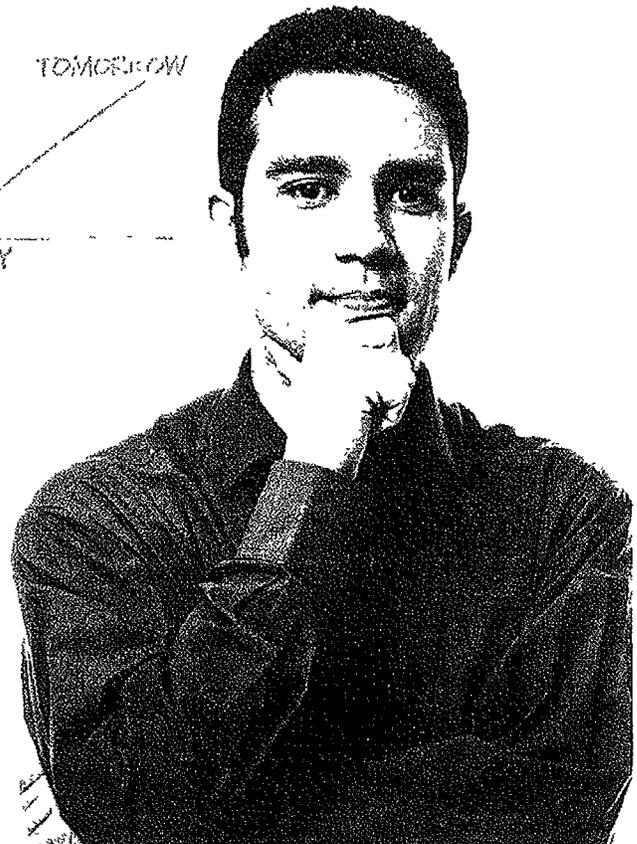
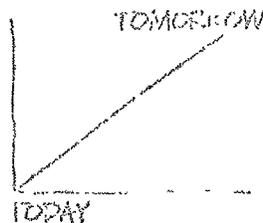
June 21, 2013

Prepared For:

Todd Greenhagen
City of Glendale
11550 West Glendale Ave
Glendale, AZ 85301
Phone: (623) 872-5001
Email: TGreenhagen@GLENDALEAZ.com

Account Executive:

David Whitt
Phone: 480-850-3480
Email: David.Whitt@us.logicalis.com



Visit
www.us.logicalis.com/arizona

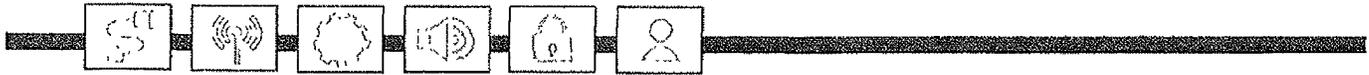
Address
8945 S. Harl Ave., Suite 102
Tempe, Arizona 85284

Call
480.850.5050



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Section 1. General Overview

Logicalis Managed Services provides full-service options for 24x7 Audio Visual services for onsite administration of information systems infrastructure. Unless otherwise stated, all Logicalis Managed Services offerings are provided on a 24 hours per day, 365 days per year basis regardless of Service Level.

Section 2. Core/Selected Managed Service Offerings

Below is a list of the City of Glendale's selected Managed Services.

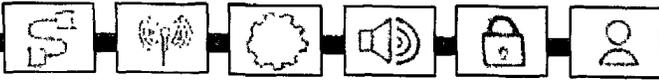
Additional information regarding the details of each selected service offerings can be found in the applicable Service Offering Attachment(s) to this Agreement

Table 1: Managed Service Offerings

✓	Service Offering
✓	Scheduled maintenance visits
✓	Re Active Technical & On-Site Support for EOC, ESF, data , conference and A/B-rooms Active and audio visual equipment

Section 3. Tracking and Management Services

The scope and level of service delivery is described in the applicable Service Offering Attachment.



Section 4. Customer Selected Services and Pricing

Logicalis' services are priced as follows for the specified elements the City of Glendale's infrastructure. These prices are valid for the Term, as defined in Section 6.

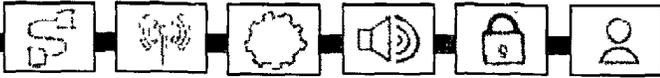
Table 2: Managed Services Pricing

#	Qty	Service Description	Contract Price	Extended MRC
1	1	Support Contract 5th Year	\$25,501.00	25,501.00

Time and Materials Rates & Travel Expenses

Any request outside of the scope of this Agreement will be evaluated on a case-by-case basis and, if approved, be executed through a Change Order and delivered on a time-and-materials basis at the following rates.

Position / Title	Hourly Rates
Information Systems – Information Technology <i>Senior Consultant</i>	\$170.00
Audio / Video Technologies <i>AV Engineer</i>	\$123.75
Physical Security Systems <i>Network Engineer</i>	\$123.75
Wireless Technologies <i>Network Engineer</i>	\$123.75
Structured Cabling Services <i>Lead Technician</i>	\$69.00
Business Management Managed Services <i>Project Engineer / Asst. PM</i>	\$95.00
Normal Business Hours - Monday through Friday 8:00am to 5:00pm	NORMAL RATE
Overtime Hours - Monday through Thursday between the hours of 5:00pm and 8:00am the following day	1 ½ times the listed rate
Weekend Hours - Friday 5:00pm to 8:00am Monday	2 times the listed rate
Holiday Hours - Start 5:00pm prior to Holiday through 8:00am after Holiday.	2 times the listed rate



Time is calculated portal to portal from the Logicalis Arizona Office. A minimum charge of 4 hours for on-site services will apply and 1 hour for off-site services. Time shall be rounded to the next full 15 minutes for services rendered.

Travel costs, lodging and per diems costs will be billed at either pre-negotiated rates or, if none exist, at actual cost.

Shipping and taxes are not included.

Section 5. Resource Scheduling

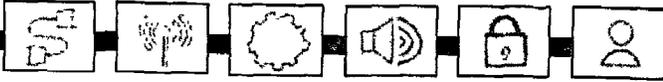
To report an outage or schedule work under this Agreement, the City of Glendale can email tech.support@us.logicalis.com or telephone (866-642-6878).

Section 6. Term and Early Termination

This Agreement is effective on July 1, 2013, (the "Effective Date"). Immediately following the Effective Date, Logicalis shall commence performance of the Discovery, Setup and Contract Initiation phase of this Agreement. This Agreement will expire 365 days from the Effective Date.

Section 7. Service Level Agreements

The service level agreements ("SLAs") for the Managed Services are set forth on the attached **Schedule B**.



Section 8. Setup Roles and Responsibilities

The roles and responsibilities are set forth on the attached **Schedule A**.

Section 9. Assumptions

The scope, pricing and deliverables under this Agreement are based on the assumptions set forth on the attached **Schedule C**. Any change to these assumptions may result in a change in pricing. Changes in pricing shall only be effected by a signed, written agreement of the Parties.

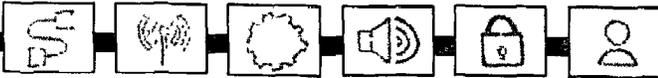
Section 10. Contact Information

Contacts for the specification and delivery of services are:

Service Contact	Title	Street Address	City, State Zip	Phone
Lauren Green	Service Coordinator	8945 S. Harl Ave.	Tempe, AZ 85284	480-850-3499

Contacts for any billing and invoicing are.

Billing Contact	Title	Street Address	City, State Zip	Phone
Lauren Green	Service Coordinator	8945 S. Harl Ave	Tempe, AZ 85284	480-850-3499



Section 11. Acceptance

The City of Glendale shall provide a copy of its Purchase Order with the signed Agreement. Logicalis shall not commence services until a Customer Purchase Order is received. Purchase Orders can be faxed to Logicalis at 480-850-5051. Each Purchase Order must be for the total amount, signed by an authorized representative and reference, at a minimum, the following information:

- Price
- Dates of PO validity (minimum one year)
- Bill-to address
- Contracted on a third party approved P O. (if applicable)

Accepted By:

City of Glendale

B. Fischer

Signature

Brenda S. Fischer

Printed Name

City Manager

Title

8/12/13

Date

19960

City of Glendale

P O Number (if provided)

Accepted By:

Logicalis, Inc.

D. B. Whitt

Signature

DAVID B. WHITT

Printed Name

ACCOUNT EXECUTIVE

Title

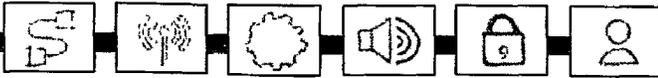
7-22-13

Date

Logicalis Engagement Number

(01-05-07648)

Cc David Whitt, Justin McBee



Section 12. Schedules

SCHEDULE A

Logicalis Managed Services

Logicalis Managed Services affords the City of Glendale with a unique set of benefits that include items listed below for the following areas: EOC, ESF, data, conference and A/B rooms Activu and audio visual equipment.

- On-call support, weekdays, 8am to 5pm (24 x 7 x 365 available through T&M)
- Defined list of semi-annual maintenance tasks.
- Ability to work issues outside of regular business hours.
- Labor and logistical support for hardware repair.
- Software support

Services Provided

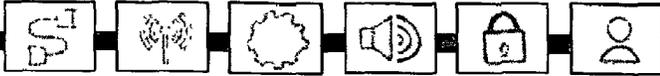
This Agreement covers two (2) scheduled maintenance visits, and two (2) emergency technical support visits during the term of this agreement. The following Logicalis services are provided for and defined under this Agreement. Specific terms and requirements for each service provided can be found in the applicable Exhibit as follows:

- Audio Visual Support, diagnostics, repair, and maintenance in areas defined in schedule A and equipment defined in exhibit A
- Perform display color balancing. (as necessary)
- Perform display cleaning (as necessary)
- Perform display alignment. (as necessary)
- Perform lamp replacement Lamps to be provided by the City of Glendale
- Inspect all data interconnect cables

Visit
www.us.logicalis.com/arizona

Address
8945 S Harl Drive, Suite 102
Tempe, Arizona 85284

Call
480.850.5050



- Install updated software as required
- Report of what proactive activities have been performed
- Report of any recommendations
- Update baseline documentation

Sites Included

This Agreement shall be limited to those sites and equipment identified below in **Exhibit A** of this document:

Logicalis Managed Services Statement of Work

This Agreement has been tailored to meet the unique business criteria of the City of Glendale. This document defines the services and service levels that shall govern the Logicalis Managed Services being provided by Logicalis throughout the duration of this Agreement. This Agreement, when signed by Logicalis and the City of Glendale is subject to the terms and conditions herein:

Service Types:

- Scheduled On-Site Technical Support
- Reactive Remote & On-Site Technical Support.
- Repair or Replacement of equipment that is still under active manufacture warranty

The use of remote or on-site support will be determined based on the method deemed the most efficient for solving the support or maintenance issue.

Logicalis Managed Services Reactive Support Plan:

Logicalis provides support on eligible equipment in emergency situations giving the customer peace of mind on hardware that is at the greatest risk for bringing down the display wall.



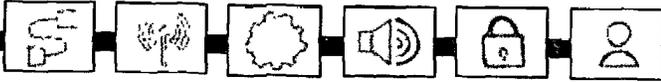
Setup Roles and Responsibilities

I. Customer Roles and Responsibilities

For City of Glendale's Roles and Responsibilities, only items checked below apply to this Agreement.

Managed Services	Customer Roles and Responsibilities
✓	Customer to have spare stock and supply for end of life components as needed. (Logicalis will not stock any replacement parts other than those deemed as basic consumables.)
✓	Customer will identify an authorized contact to work with Logicalis throughout a service request along with a backup if the initial contact is not available. These contacts must be readily available to communicate with Logicalis personnel and to provide requested information on a timely basis.
✓	Customer to provide list of user names and passwords where applicable
✓	Customer is responsible for the backup and/or migration of data
✓	Customer is responsible for obtaining all permits, licenses and right of ways necessary for the work provided under this Agreement
✓	Customer to provide Logicalis access to all equipment covered under this engagement. If such access is not provided, Logicalis will have limited capability to respond and may not be able to perform the service requested by the Customer and defined in this Agreement. Logicalis will notify Customer in writing if this requirement is not met.
✓	Customer to provide any ancillary information required by Logicalis.
✓	Customer to provide access to Customer's key personnel. Key personnel shall be defined as those individuals directly involved with the equipment referenced in this Agreement
✓	Customer to provide Logicalis with a list of key personnel and contact numbers (business and after hours, as applicable)
✓	The customer hereby assumes all costs associated with said requested services.

Additional responsibilities and/or assumptions may be detailed in each service offering attachment agreed to by the Parties.



II. Logicalis Roles and Responsibilities

For Logicalis' Roles and Responsibilities, only items checked below apply to this Agreement.

Managed Services	Logicalis Roles and Responsibilities
✓	Logicalis agrees to obtain approval prior to incurring any costs, on items that fall outside of the scope of this contract or the purchase order provided to Logicalis for this contract, prior to the service being done.

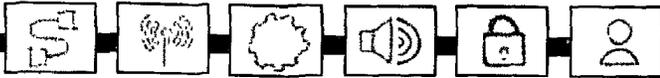
Additional responsibilities and/or assumptions may be detailed in each service offering Attachment agreed to by the Parties.

SCHEDULE B

Service Level Agreements

Reactive Support Escalation Process.

The following procedure outlines the escalation process governing the management of customer call requests. For all Logicalis outage support level contracts, service providers will be notified of all outages requiring service provider or vendor intervention.



Escalation Policy

CRITICAL PRIORITY (Priority 1)

During support hours an existing network is down or there is a critical impact to the end user's business operation. Logicalis and the end user will commit full-time resources to the situation

- 1 Hour. Service Coordinator
- 4 Hours. Service Manager
- 24 Hours. Director of Operations

HIGH PRIORITY (Priority 2)

Operation of an existing network is severely degraded, or significant aspects of the end user's business operation are being negatively impacted by unacceptable network performance. Logicalis and the end user will commit full-time resources during standard business hours to address the situation

- 4 Hours. Service Coordinator
- 24 Hours. Service Manager
- 48 Hours. Director of Operations

NORMAL PRIORITY (Priority 3)

Operational performance of the network is impaired while most business operations remain functional. Logicalis and end user are willing to commit resources during standard business hours to restore service to satisfactory levels.

- 72 Hours. Service Coordinator
- 96 Hours. Service Manager



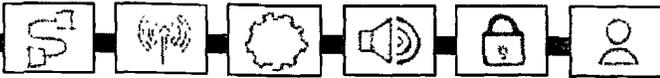
SCHEDULE C

Assumptions

For Assumptions, only items checked below apply to this Agreement

Managed Services	Assumptions
✓	For Remote Support Contracts, Logicalis and Customer will jointly set up a VPN connection or point to point circuit that will connect the Customer Supported Network to the Secure Logicalis Service Center.
✓	All existing equipment not directly related to the issue at hand, is assumed to be fully functional, in good operation condition and installed/licensed according to manufacturer/FCC specifications.

Additional responsibilities and/or assumptions may be detailed in each service offering attachment agreed to by the Parties



Section 13. Service Offering Attachments

Discovery - See Exhibit A

Logicalis has developed this discovery task to evaluate and assess the information technology business objectives that will be enhanced and supported by the Logicalis business management program and this service engagement

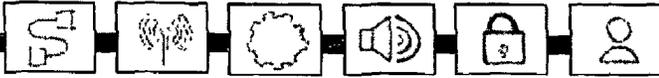
The Discovery will include:

- Creating a schedule for the completion of the defined tasks
- Defining a list of critical components that in a disaster situation most greatly impact daily operations.
- Gather location and associated contract information for each site covered under this engagement
- Review system performance related to recognized criteria and standards.
- Review and/or analyze design.
- Document equipment specific data including make, model & serial numbers.

Setup and Contract Initiation

This task addresses all aspects of deploying the necessary infrastructure required to provide services to the City of Glendale. Setup includes at a minimum, but is not limited to:

- Customer profile and contract loaded into the Logicalis services management system
- Third Party Supplemental maintenance contract information loaded into the Logicalis services management system.
- Documented Process based upon joint definition of services delivered to customer.
- Account profile created in the Logicalis billing system

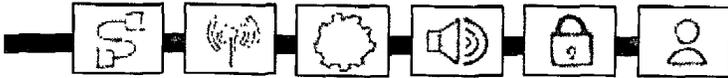


- Logicalis call center staff training on service definition and process.
- Specific setup and contract initiation tasks based upon the services to be performed under this Agreement identified below.
- Testing of all connectivity required to support the services under this Agreement as identified in the individual service offering attachment

Documentation and Reports

Logicalis shall provide the following documentation to the City of Glendale as part of a comprehensive instruction/welcome pack:

- Products/Devices Covered under the Agreement
- Instructional information required for requesting service, information required when calling, etc.
- Contact Telephone numbers, email addresses and access information.
- Applicable reports as noted in each service offering attachment



Section 14. Appendices

Contacts

Company Details		
<p>Logicalis, Inc. operates within the US providing products and services and ensuring a complete suite of services to support the full computing and communication needs of clients, from the application in the server room, across the entire network, to the end user.</p> <p>Logicalis, Inc. is incorporated in the state of New York with the US headquarters at the following address: One Penn Plaza, 24th Floor, Suite 2454, New York, NY 10119</p> <p>Legal Notices should be directed to General Counsel, 34505 W Twelve Mile Rd., Suite 210, Farmington Hills, MI 48331</p> <p>Logicalis' local office is. 8945 S. Harl Ave., Suite 102, Tempe, Arizona 85284</p>		
Name/Title	Telephone	Email
David Whitt, Account Executive	480-850-3480	David.whitt@us.logicalis.com
Justin McBee AV Department Manager	480-346-2328	Justin.mcbee@us.logicalis.com

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Copyright Information

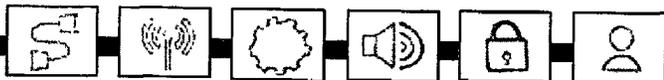
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Freedom of Information

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 and the Arizona Open Records act.

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.

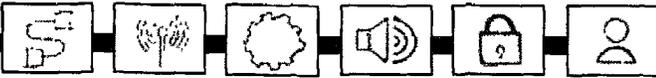
Customer References: Information relating to customers is frequently protected by confidentiality obligations where disclosure is permitted only for specified purposes, such as providing details to potential new customers. Disclosure of this information to others may be in breach of these confidentiality 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.

Exhibit A

Equipment Covered by Agreement

This Exhibit, which is incorporated by reference into the Agreement, sets forth the equipment covered under the Agreement as evidence by Logicalis and Client at the Effective Date.



Location	Item	Color	Manufactur	Model Number	Quantity	S/N
Room 14, Data Center	Activu Control Manager	Black	HP	Proliant DL380G4	1	2UX53302AF
Room 14, Data Center	Amplifier, Audio	Black	QSC	CX204V	1	020654327
Room 14, Data Center	Audio Controller	Gray	Ashly	VCM-88	1	790-1297
Room 14, Data Center	Server, EOC Display	Black	HP	HPXW8200	1	2UA64013X5
Room 14, Data Center	Server, EOC Display	Black	HP	Proliant DL585	1	EN2FPZZ17D
Room 14, Data Center	Server, ESF Display	Black	Chassis Planx	N/A	1	N/A
Room 14, Data Center	Switch, Activu	Silver	3 Com	2808	1	3C16477A
Room 14, Data Center	Switch, Audio	Black	Auto Patch	1Y-16	1	028345010011Y16100601
Room 14, Data Center	Switch, Video	Black	Auto Patch	Modula 3RU	1	02834502001MODU100601
Room 20, EOC Ops	Microphone Receiver	Black	Shure	ULXP4	1	N/A
Room 20, EOC Ops	Microphone, Wireless	Black	Shure	SM-58	1	1117061671
Room 20, EOC Ops	TV, 40" LCD	Black	Samsung	LN-S40 4LDX	2	AEHX3CFL503765N, AEHX3CFL503766E
Room 20, EOC Ops	VCR/DVD Player	Silver	Polaroid	DVC-2010	1	50400200071361
Room 20, EOC Ops	Video Cube, 67"	Black	Mitsubishi	VS-67	12	N/A
Room 21, Command CR	Amplifier, Audio	Black	Crown	CDi2000	1	8001324746
Room 21, Command CR	Audio Video Control Processor	Black	Crestron	AV-2	1	N/A
Room 21, Command CR	Controller	Black	Crestron	TPMC-8X	1	2278612
Room 21, Command CR	Controller Docking Station	Black	Crestron	TPMC-8X-DS	1	2300813
Room 21, Command CR	Matrix Switcher	Gray	Extron	Crosspoint 300 Series	1	N/A
Room 21, Command CR	Microphone Mixer	Black	Shure	SCM268	1	N/A
Room 21, Command CR	Microphone Receiver	Black	Shure	XLXP4	1	N/A
Room 21, Command CR	Microphone, Wireless	Black	Shure	ULX	1	0127070917
Room 21, Command CR	Monitor, 40" LCD	Black	JVC	Professional	1	N/A
Room 21, Command CR	Ceiling Speakers	White			4	
Room 21, Command CR	TV, 20" LCD	Black	Sharp	Aquos	4	N/A
Room 21, Command CR	VCR/DVD Player	Silver	Polaroid	DVC-2010	1	5040200069716
Room 21, Command CR	Video Scaler	Black	Inline	IN1402	1	A024RUP
Room 21, Command CR	VTC Codec	Black	Polycom	VSX5000	1	820638074A68B7
Room 22, ESF Workroom	Amplifier, Audio	Black	Middle Atlant	PD-915R	1	N/A
Room 22, ESF Workroom	Audio Video Control Processor	Black	Crestron	MPS-100	1	N/A
Room 22, ESF Workroom	Controller	Black	Crestron	TPMC-8X	1	2866788
Room 22, ESF Workroom	Controller Docking Station	Black	Crestron	TPMC-8X-DS	1	2500383
Room 22, ESF Workroom	DVD Player	Black	Integra	DPC-7.7	1	N/A
Room 22, ESF Workroom	Projector	Black	Mitsubishi	XD-460U	1	6016256
Room 22, ESF Workroom	Screen, Projector	White	Da-Lite	Contour Electrol	1	N/A
Room 22, ESF Workroom	TV, 52" LCD	Black	Sharp	Aquos	8	N/A
Room 22, ESF Workroom	TV, 55" LCD	Black	Samsung	N/A	2	N/A
Room 22, ESF Workroom	VCR Player	Black	Panasonic	VCR + Plus Silver	1	N/A
Room 7, Executive CR	Amplifier, Audio	Black	Crown	CDi2000	1	8001324751
Room 7, Executive CR	Audio Video Control Processor	Black	Crestron	AV-2	1	N/A
Room 7, Executive CR	Controller	Black	Crestron	TPMC-8X	1	2278565
Room 7, Executive CR	Controller Docking Station	Black	Crestron	TPMC-8X-DS	1	2299074
Room 7, Executive CR	Matrix Switcher	Gray	Extron	Crosspoint 300 Series	1	A02BGKC
Room 7, Executive CR	Microphone Mixer	Black	Shure	SCM268	1	N/A
Room 7, Executive CR	Microphone Receiver	Black	Shure	ULXP4	1	N/A
Room 7, Executive CR	Microphone, Wireless	Black	Shure	ULX	1	0127070917
Room 7, Executive CR	TV, 40" LCD	Black	JVC	Professional	1	N/A
Room 7, Executive CR	VCR/DVD Player	Silver	Polaroid	DVC-2010	1	5040200069699
Room 7, Executive CR	Video Scaler	Black	Inline	IN1402	1	A024R4Q

Visit
www.us.logicalis.com/arizona

Address
8945 S Harl Drive, Suite 102
Tempe, Arizona 85284

Call
480.850.5050



Room 7, Executive CR	Ceiling Speakers	White			4
Room 20, EOC Ops	Ceiling Speakers	White			8
A/B Conference Room	Ceiling Mount Microphones		Astatic	220VPW	2
A/B Conference Room	Flat Panel Wall Mount		Chief	MSR6364	2
A/B Conference Room	Mount		Chief	PST2306	3
A/B Conference Room	4-Channel Mixer and EQ Module		Crestron	C2N-VEQ4	1
A/B Conference Room	Compact Control System		Crestron	CP2E	1
A/B Conference Room	2-Channelx60W Amplifier		Crestron	CRESCAT-IM-P-B500	1
A/B Conference Room	IR Emitter Probe		Crestron	IRP2	3
A/B Conference Room	Power Pack		Crestron	PW-2420RU	1
A/B Conference Room	RS232 Module		Crestron	st-com	1
A/B Conference Room	Wall Mount Touch Panel		Crestron	TPMC-8LB-T	1
A/B Conference Room	Wireless Touch Panel		Crestron	TPMC-8X	1
A/B Conference Room	Desktop Docking Station		Crestron	TPMC-8X-DS	1
A/B Conference Room	Wall Mount Kit for TPMC-8L		Crestron	WMKM-8L	1
A/B Conference Room	Desktop Ethernet Switch		D-Link	DES-1105	1
A/B Conference Room	DB9 Male		Extron	100-066-51	1
A/B Conference Room	DB9 Female		Extron	100-067-51	1
A/B Conference Room	Gender Bender		Extron	100-475-01	1
A/B Conference Room	VGA Cable 50'		Extron	26-238-04	2
A/B Conference Room	VGA Cable 10'		Extron	26-238-07	1
A/B Conference Room	VGA Cable 50'		Extron	26-238-18	6
A/B Conference Room	VGA Cable w/Audio 3'		Extron	26-490-01	2
A/B Conference Room	90 Down VGA Cable		Extron	26-510-02	2
A/B Conference Room	VGA to 5-BNC MHR Cable		Extron	26-533-02	2
A/B Conference Room	Component Video Cable 6'		Extron	26-645-06	6
A/B Conference Room	Dual Output VGA Dist Amp		Extron	60-046-03	1
A/B Conference Room	3 Output Comp Video Dist Amp		Extron	60-439-01	1
A/B Conference Room	Wall Plate		Extron	60-779-11	2
A/B Conference Room	IR Emitter Kit w/Shield		Extron	70-283-01	4
A/B Conference Room	EXT-VGA-141LR		Geffen	k42494	2
A/B Conference Room	6 5" Ceiling Speaker		JBL	C226-PL	2
A/B Conference Room	10RU Rack		Lowell	LR1018-B	1
A/B Conference Room	MPT Video/Audio Capture		MPT Video	U05512	1
A/B Conference Room	WallVIEW 50i PTZ HideAway		Vaddio	999-4404-000	1
A/B Conference Room	Speaker Cable		Westpenn	25224B	1
A/B Conference Room	Processing/Control for EOC		Activu		1
A/B Conference Room	Processing/Control for ESF		Activu		1

A. Order and Acceptance

1. **Applicability.** These terms and conditions of sale (“**Terms of Sale**”) and any Transaction Document, incorporated herein, govern all sales of software, hardware, and services sold by part number (“**Products**”) as well as , professional services, managed services or cloud services (“**Services**”) delivered by LOGICALIS to purchaser (“**CUSTOMER**”) For the avoidance of doubt, the term “services sold by part number” refers to services, which, although ordered from Logicalis, are purchased from and supplied by a vendor (i.e., Logicalis does not directly perform or control the work) and are therefore considered **Products**. Acceptance of the Terms of Sale shall be deemed upon LOGICALIS’ receipt of a Purchase Order, a signed Quotation, a signed Statement of Work, or a signed third party lease agreement (“**Transaction Document**”) for the purchase of Products or Services

B. Additional Terms for Product Sales

2. Product Returns and Warranty Assistance.

(a) CUSTOMER acknowledges that LOGICALIS is reselling (and not itself providing) all Products purchased by CUSTOMER, including, without limitation, software and Services Sold by Part Number

(b) LOGICALIS shall pass through to CUSTOMER, the manufacturer’s warranties for each product and agrees to facilitate utilization of manufacturer’s product return policies. In no event will LOGICALIS provide product return or warranty coverage beyond that provided by the manufacturer. Products that are accepted for return by LOGICALIS are subject to LOGICALIS’ applicable restocking fee(s)

(c) CUSTOMER acknowledges the terms and conditions governing the use of such Products shall be solely between CUSTOMER and the manufacturer

3. Product Warranty Disclaimer. LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Products. LOGICALIS DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Products, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT.

4. Shipment and Risk of Loss for Product Sales. All shipments of Products by LOGICALIS to CUSTOMER will be FOB point of shipment. Insurance coverage, transportation costs and all other expenses applicable to shipment from LOGICALIS to CUSTOMER’s identified point of delivery will be the responsibility of the CUSTOMER. Risk of loss will pass to the CUSTOMER upon delivery of the products to the common carrier (regardless of who pays such common carrier) or the CUSTOMER’s representative at LOGICALIS’ point of shipment.

5. Product Security Interest. CUSTOMER grants LOGICALIS a security interest in and to the Products as security for payment in full of the purchase price. CUSTOMER authorizes LOGICALIS to file and/or record any documents it deems necessary to perfect this security interest

6. Permitting Compliance for Product Sales. CUSTOMER will obtain all licenses, permits and approvals required by any governmental agency, foreign or domestic, having jurisdiction over the transaction

C. Additional Terms for Service Sales

7. Limited Warranty and Acceptance of Services. LOGICALIS represents and warrants to Customer that the Services shall be performed in a good, workmanlike, professional and conscientious manner by experienced and qualified employees of Logicalis according to the generally accepted standards of the industry to which the Services pertain. All Service deliverables will be deemed accepted by CUSTOMER if not rejected in a reasonably detailed writing within fifteen (15) days of submission to CUSTOMER. In the event the Services provided by Logicalis are not in conformance with this warranty, LOGICALIS will take the steps necessary to correct the deficiency at no charge to the CUSTOMER. THIS IS CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY

8. Service Warranty Disclaimer. EXCEPT AS PROVIDED FOR UNDER SECTION 7, LOGICALIS MAKES NO WARRANTIES OF ANY KIND WITH REGARD TO THE Services.. LOGICALIS DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, AS TO THE Services, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Logicalis Property. LOGICALIS software, equipment or consulting, programming, or management tools which may be furnished or utilized by LOGICALIS in the performance of these services shall remain the property of LOGICALIS and shall be immediately returned to LOGICALIS upon its request or upon completion of the Services

10. Service Work Assignments. LOGICALIS retains the right to assign such personnel, including subcontractors, as it deems appropriate to the performance of Services under these Terms of Sale

11. CUSTOMER Coordination for Service Sales. CUSTOMER will provide a primary point of contact and make available all technical matter, data, information, operating supplies, and computer system(s), as reasonably required by LOGICALIS. LOGICALIS will assign a primary contact person for the Services

D. Terms Applicable to All Sales

12. Price and Payment. The prices set forth in any Transaction Document are exclusive of all applicable taxes, duties, licenses, and tariffs levied upon the sale, purchase or delivery of the Products and/or Services which remain the CUSTOMER’s obligation. Prices quoted are firm for thirty (30) days unless otherwise provided on the applicable Transaction Document. Payment for Products is due thirty (30) days from the date of the invoice issued to the CUSTOMER and payment for Services is due thirty (30) days from the date of acceptance. In the event CUSTOMER chooses to finance the purchase of Products and/or Services from a third party leasing company, CUSTOMER remains liable for payment to LOGICALIS for all Products and Services purchased until LOGICALIS receives complete payment from such leasing company. Where the Transaction Documents include the purchase of both Products and Services, the transactions shall be deemed to be a separate for the supply of Products and the supply of Services. No default or delay in the delivery of Products shall relieve the CUSTOMER’s payment obligation for Services delivered and accepted by CUSTOMER and no default or delay in the delivery of Services shall relieve the CUSTOMER’s payment obligation for Products delivered and accepted by CUSTOMER. All payments will be made in US currency. Out of pocket expenses, approved in advance by the CUSTOMER, will be charged as incurred. Unless expressly provided to the contrary, items designated as estimates are not binding commitments to sell at the estimated price or to deliver on the estimated schedule

13. Confidential Information. Information designated as confidential by either party whether before or after the effective date of these Terms of Sale shall be held in strict confidence and used only for purposes of these Terms of Sale. Except as required by law, no Confidential Information shall be disclosed without the prior written consent of the party designating the information as confidential. If either party is legally required to disclose any confidential information of the other party, the party so required shall notify the other party immediately and shall cooperate in seeking a reasonable protective order. This Section shall not apply to information, which is (i) in the public domain, (ii) already known to the recipient, (iii) developed independently or (iv) received from a third party without similar restriction and without breach of this or a similar agreement.

14 **Export.** CUSTOMER agrees to comply with all applicable export and re-export control laws and regulations as may be applicable to any transaction hereunder, including, without limitation, the Export Administration Regulations promulgated by the United States Department of Commerce. CUSTOMER covenants that it will not, either directly or indirectly, sell, export (including without limitation any deemed export as defined by applicable law), re-export, transfer, divert, or otherwise dispose of any Product or Service deliverable to any country (or national thereof) subject to antiterrorism controls, U.S. embargo, encryption technology controls, or to any other person, entity (or utilize any such person or entity in connection with the activities listed above), or destination prohibited by the laws or regulations of the United States, without obtaining prior authorization from the competent government authorities as required by those laws and regulations. CUSTOMER certifies, represents and warrants that no Product or Service shall be used for any military or defense purpose, including, without limitation, being used to design, develop, engineer, manufacture, produce, assemble, test, repair, maintain, modify, operate, demilitarize, destroy, process, or use military or defense articles. Notwithstanding any provision of IT services or designs by Logicalis, CUSTOMER acknowledges that it is not relying on LOGICALIS for any advice or counseling on export control requirements. CUSTOMER agrees to indemnify, to the fullest extent permitted by law, LOGICALIS from and against any fines, penalties and reasonable attorney fees that may arise as a result of CUSTOMER's breach of this Section.

15 **Limitation of Liability.** NO MONETARY RECOVERY IS AVAILABLE FROM LOGICALIS FOR WARRANTY CLAIMS. IN ADDITION, IN NO EVENT WILL LOGICALIS' LIABILITY TO CUSTOMER EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE PARTICULAR CLAIM. FOR REMOTE MANAGEMENT OF CUSTOMER'S ENVIRONMENT (MANAGED SERVICES) THE TOTAL LIABILITY OF LOGICALIS FOR THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS SHALL NOT EXCEED SIX MONTH'S BASE CHARGE FOR THE SERVICE(S) THAT IS THE BASIS FOR THE PARTICULAR CLAIM. LOGICALIS WILL NOT, IN ANY EVENT, BE LIABLE FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST REVENUES, LOST OR DAMAGED DATA, AND LOSS OF BUSINESS OPPORTUNITY), HOWEVER CAUSED, ARISING OUT OF THE USE OF OR INABILITY TO USE THE PRODUCT OR SERVICE, OR IN ANY WAY CONNECTED TO THESE TERMS OF SALE, EVEN IF LOGICALIS HAS BEEN ADVISED OF SUCH DAMAGES AND EVEN IF DIRECT DAMAGES DO NOT SATISFY A REMEDY. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY WHETHER ANY CLAIM IS BASED UPON PRINCIPLES OF CONTRACT, WARRANTY, NEGLIGENCE, INFRINGEMENT OR OTHER TORT, BREACH OF ANY STATUTORY DUTY, PRINCIPLES OF INDEMNITY, CONTRIBUTION, OR OTHERWISE.

16 **Cancellation of Order.** The purchase of Products or Services may be cancelled by CUSTOMER only upon written approval of LOGICALIS and upon terms that indemnify LOGICALIS against all losses related to such cancellation.

17 **Additional Contractual Rights for Default.** If CUSTOMER defaults in performance of any obligation under these Terms of Sale, including the payment of any amount due, LOGICALIS may, at its option, suspend performance, require prepayment or terminate its performance and collect payment for all Products and Services provided up to the date of termination.

18 **Attorney Fees.** CUSTOMER shall reimburse LOGICALIS for any and all expenses including, without limitation, reasonable attorney fees and legal expenses that LOGICALIS pays or incurs in protecting and enforcing the rights of LOGICALIS under these Terms of Sale.

19 **Publication.** Nothing contained in these Terms of Sale shall be interpreted so as to permit either Party from publicizing its business relationship with the other Party or the nature of the Products sold to or Services performed for CUSTOMER, without the Party's prior written notice.

20 **No Solicitation.** CUSTOMER agrees not to solicit for employment or to employ any LOGICALIS employee for a period of twelve (12) months following the conclusion of the work performed under these Terms of Sale.

21 **Indemnification.** Both Parties agree to defend, at its expense, and to indemnify the other Party against any award of damages and costs based on any claim, suit or proceeding (threatened or otherwise) made or brought by a third party that any materials or documentation provided during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party.

22 **Governing Law.** These Terms of Sale will be interpreted, enforced, and governed under the laws of the State of Arizona. The U.N. Convention On The International Sale Of Goods (UNCISG) shall not apply to these Terms of Sale.

23 **No Waiver.** The failure of either party to insist upon strict performance of any of the provisions of these Terms of Sale will not be deemed a waiver of any breach or default. The remedies provided to LOGICALIS and CUSTOMER hereunder are not a waiver of the remedies of LOGICALIS or CUSTOMER under applicable law.

24 **Severability.** If any provision of these Terms of Sale are unenforceable as a matter of law, all other provisions will remain in effect.

25 **Excusable Delay.** LOGICALIS will not be liable for any delay or failure of performance whatsoever due to acts of God, earthquakes, shortage of supplies, transportation difficulties, labor disputes, riots, war, fire, epidemics or other circumstances beyond LOGICALIS' control.

26 **Understanding of the Parties.** These Terms of Sale supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings. LOGICALIS does not agree to and rejects any terms contained in CUSTOMER's purchase orders or other documents that are additional to or different from these Terms of Sale, and any such terms shall have no force or effect.

27 **Scrutinized Business Operation.** LOGICALIS certifies, to the extent applicable under A.R.S. §§ 35-391 et seq. and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutory authority, in the countries of Sudan and Iran.

28 **E-Verify.** LOGICALIS has registered with and will continue to participate in the E-Verify program established by the United States Department of Homeland Security and Social Security Administration or any successor program in states where required, including the state of Arizona. LOGICALIS warrants compliance with all federal immigration laws and understands that any breach of this warranty subjects LOGICALIS to penalties, including termination of this Agreement. CUSTOMER has the right to inspect the papers of LOGICALIS employees participating in this Agreement to ensure compliance with this paragraph.



PROPOSAL

Terms	Account Manager	Date	Quote #
NET 30	David Whitt	06/21/13	LOGQ8595
Contract:			
State 12 AV ADSP012-00001903			

Customer: City of Glendale Todd Greenhagen Phone: (623) 872-5001 Fax:	Address: 11550 West Glendale Ave Glendale, AZ 85301 US	Project Name: One Year MSA Renewal for July 1 2013 thru June 30 2014 Project Number: 01-05-07648
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* Purchase order constitutes acceptance of Quote and above referenced Contract's Standard Terms & Conditions

Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
Logicals	Support Contract 5th Year	Support Contract 5th Year	1 00	\$25,501 00	\$25,501 00
Total Material:					\$25,501.00
Total					\$25,501.00

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

Logicalis, Inc.
 By:
 Name: DAVID B. WHITT
 Title: ACCOUNT EXECUTIVE
 Date: 7/22/13

City of Glendale
 By:
 Name: RICHARD A. BOWERS
 Title: Acting City Manager
 Date: 7.29.13
 PO # _____

Logicalis' terms of sale, found on our website at www.us.logicalis.com/tcsales.pdf are incorporated herein by reference. Applicable State, Mohave, GSA and SLD Contract Terms Supersede NIC-Logicalis Terms & Conditions.

ATTEST:

 City Clerk

Approved as to form

 City Attorney

Visit
www.us.logicalis.com/arizona

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

Call
 480.850.5050
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