



# LINEAR SYSTEMS

8403 Maple Place  
Rancho Cucamonga, CA. 91730  
909-899-4345 909-899-4346 FAX

C-8687  
11/05/2013

## INVOICE

DATE	INVOICE #
8/28/2013	20139646

<b>BILL TO</b>	
Glendale Police Dept 6835 N. 57 Dr Glendale, AZ 85301	
Account #	
GLE2863	

<b>SHIP TO</b>
Police Administration 6835 N. 57th Drive Public Safety Complex Glendale, AZ. 85301-2599

P.O. #	TERMS	REP	SHIP VIA	FOB	SHIP DA...	DUE DATE	INVOICED
	Net 30	JH	N/A	Source	8/28/2013	9/27/2013	08/28/2013

ITEM	DESCRIPTION	QTY.	B/O	LIST \$	UNIT \$	TOTAL
LS1100ISO	1 Year on-site maintenance DIMS CAMS 24.0TB #07200553	1			2,800.00	2,800.00
LS1100ISO	1 Year on-site maintenance DIMS RNSS 24.0TB #07200552	1			2,500.00	2,500.00
LS1100ISO	1 Year on-site maintenance DIMS 3rd Repository 24.0TB #07200536	1			2,161.50	2,161.50
LS1100WSO	1 Year on-site maintenance DIMS Acquisition/Archive Workstation #07200554, #07200555	2			650.00	1,300.00
LS1100DSD	1 Year depot maintenance DIMS Acquisition Stations #07200546, #07200547, #07200548, #07200549, #07200550, #07200551, #07200552	7			350.00	2,450.00
SVC100247A	Linear 24/7 telephone support for Administrative Users	1			800.00	800.00T
	** Agreement to cover period from 9/18/20013 to 9/17/2014 **					

Thank you very much for your business.	Sales Tax (0.0%)	\$0.00
	<b>Total</b>	<b>\$12,011.50</b>
	<b>Balance Due</b>	<b>\$12,011.50</b>

20% restocking fee on all returned merchandise. 50% restocking fee on special orders or on product returned without all original packing materials. No returns on software. All products will be considered shipped complete and undamaged unless Linear is notified otherwise within 48 hours. No returns without a RMA # issued by Linear. All products carry manufacturers warranty only unless specified in writing. All additional service contracts (Preferred Customer Program) must be listed on invoice. Signature on invoice or acceptance of shipment acknowledges receipt of order. Customers with past due invoices will not be shipped any new orders or RMAs. Past due invoices from the date of invoice will be charged .25% interest per day as per Department of General Services Prompt Payment Act. Linear Systems is a CERTIFIED SMALL BUSINESS with the Department of General Services. REF #0020657. This requires all customers and agencies to be in compliance with prompt payment terms.



## Premium Hardware Maintenance & Support Agreement

- 1.1 **Warranty.** Linear Systems will provide 1<sup>st</sup> tier, 2<sup>nd</sup> tier, 3<sup>rd</sup> tier, and 4<sup>th</sup> tier support for the complete system solution and the associated cost of support is included in the pricing.
- 1.2 **Telephone Support.** Primary system telephone support will be from Rancho Cucamonga, California. Additional support may be provided from Linear offices in New York NY, Pahrump NV, London England, or Victoria British Columbia.
- 1.3 **Online Support.** Online system support will utilize a secure VPN connection (provided by IT) that can be monitored by the Agency's System Administrator. Support will be connected to Linear Technical Staff based in Rancho Cucamonga, California.
- 1.4 **On-Site Support.** On-site system support will be dispatched from Rancho Cucamonga, California and may be handled by authorized local service providers.
- 1.5 **Support Tiers.** Support Tiers are defined as:
  - 1<sup>st</sup> tier is telephone and/or online support provided by Linear Systems Tech Support. Support is available from 09:00 - 17:00 PST Monday - Friday. This support is provided to the DIMS Solution Administrator and not to all users. Most issues can be resolved with 1<sup>st</sup> tier support. Consistently, Linear Systems has telephone response times in minutes during normal business hours.
  - 2<sup>nd</sup> tier is phone and/or online support involving the manufacturer. Linear's Technical Staff will conference call to resolve any issues that require outside assistance via phone.
  - 3<sup>rd</sup> tier support will involve shipping replacement hardware or software to the DIMS Solution Administrator for exchange. Linear will cross ship the product prior to receiving the equipment in question. Linear's Technical Staff will provide phone support for integration or installation of the replaced parts.
  - 4<sup>th</sup> tier support consists of an on-site or depot repair, depending on the options selected for support. One or more of our technical personnel and/or the manufacturer will repair or replace the product.

1.6 **Agreements.**

A 1-Year Parts and Labor *On-Site* Service Maintenance Agreement is included in the purchase of any Server and/or Archive Storage.

A 1-Year Parts and Labor *Depot* Service Maintenance Agreement is included in the purchase of any Acquisition Station.

\*Depot maintenance for a download station does not require return of unit for card reader replacement or external hard drive replacement. In the event that a replacement is needed for either a card reader or external hard drive, Linear will ship the new hardware to the Department and provide a shipping account number to return the old hardware back to Linear.

- 1.7 **Performance.** Linear Systems shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawing, plans, information, specifications, and other items and services furnished under the Contract. Linear Systems shall comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services. If Linear Systems fails to meet applicable professional standards, Linear Systems shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawings, specifications, designs, and other items or service
- 1.8 **Term.** Linear Systems will provide telephone and online technical support at no additional charge for 1 year, per the terms of the proposal for the Linear DIMS Digital Information Management System hardware and components purchased from Linear.

## ADDENDUM

Contractor ("Linear Systems") further agrees as follows:

### **I. Immigration Law Compliance.**

- A. Consultant, and on behalf any subconsultant, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- B. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- C. City of Glendale ("City") retains the legal right to inspect the papers of Consultant or subconsultant employee who performs work under this Agreement to ensure that Consultant or any subconsultant is compliant with the warranty under subsection (A) above.
- D. City may conduct random inspections, and upon request of the City, Consultant shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section I.
- E. Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- F. Consultant's warranty and obligations under this Section I to the City are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- G. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

**II. Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

**III. Choice of Law.** Contractor acknowledges and agrees that this contract is governed by Arizona law, and that the forum for any dispute involving this contract is Maricopa County, Arizona.

**IV. Conflict with Terms and Conditions.** In the event of any conflict between the terms and conditions in the Premium Hardware Maintenance & Support Agreement (the "Agreement"), the Linear Systems Invoice, and this Addendum, the provisions of this Addendum will govern.

**V. Signatures.** The signatures of the parties below indicate each party's intent to enter into the Agreement subject to the terms of conditions of the Agreement, the Linear Systems Invoice, and this Addendum.

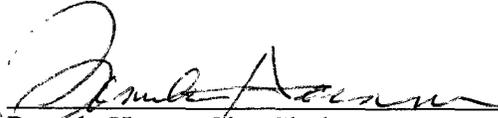
[SIGNATURES ON NEXT PAGE]

CITY OF GLENDALE, an Arizona  
municipal corporation



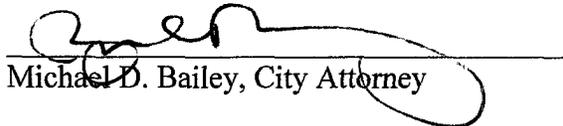
\_\_\_\_\_  
Brenda S. Fischer, City Manager

ATTEST:



\_\_\_\_\_  
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael D. Bailey, City Attorney

Linear Systems  
Contractor

Rancho Cucamonga, CA  
City

Benedetta Parsons

CFO 909-899-4345

NOTHING FOLLOWS