CITY CLERK
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C-9546
12/18/2014

CITY OF GLENDALE, ARIZONA

PURCHASE AND INSTALLATION AGREEMENT AND STATEMENT OF WORK

(PLEASE DO NOT REMOVE ~ THIS IS PART OF THE OFFICIAL DOCUMENT)

This Statement of Work (SOW) is made and entered into between Copper State Communications, with offices at 1919 S. Country Club Rd., Tucson, Arizona, 85713 (Copper State) and CITY OF GLENDALE, with its facility located at 6835 N. 57th Drive, Glendale, AZ 85301 as of the date last written below ("Effective Date").

BCM to ShoreTel Migration Projects. Generally applicable to each site project with potential minor changes on a per site basis depending on specific site requirements.

This SOW is governed by, incorporated into, and made part of the **Copper State Communications Purchase and Installation Agreement** (Agreement) between Copper State and CITY OF GLENDALE. This SOW defines the services and deliverables that Copper State shall provide to CITY OF GLENDALE under the terms of the Agreement. The terms of this SOW are limited to the scope of this SOW; activities not expressly included in this SOW are to be considered outside this SOW.

Customer also understands that by signing this document, customer acknowledges that in the event an issue is discovered which adversely affects the performance of the system which Copper State or its partners determine is related to CITY OF GLENDALE's network or network infrastructure including third party issues such as Telco, network configuration, network design, and network equipment and cabling. CITY OF GLENDALE may be charged an hourly rate as set forth in Copper Sate's then current price list for professional services required to remedy the problem.

In the event of a system impacting problem, resolution of the problem may require Copper State to perform network or network infrastructure modifications or upgrades which the CITY OF GLENDALE will be responsible for any and all additional costs. All support and maintenance performed by Copper State will be billable on a time and materials basis at an hourly rate set forth in Copper State's then current price list. I am also aware that there is no guaranteed response time associated with this time and materials service.

This SOW consists of this signature page and the following Exhibits and Appendices which are incorporated in this SOW by this reference:

1. Exhibit 1 - Project Scope, Pricing and Responsibilities of the Parties
2. Exhibit 2 - Standard SOW Terms
3. Appendix A – Change Request
4. Appendix B – Additional CITY OF GLENDALE Location Sheet

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this SOW to be duly executed.

COPPER STATE COMMUNICATIONS	CITY OF GLENDALE
BY:	BY:
NAME:	NAME: Brenda S. Fischer
TITLE: Manager	TITLE: City Manager
DATE: 1/6/15	DATE: 12/22/14

ATTEST:

City Clerk

Approved as to form

City Attorney

EXHIBIT 1

PROJECT SCOPE AND RESPONSIBILITIES OF THE PARTIES

1.0 PROJECT SCOPE:

1.1 Definitions: Standard Definitions are provided in Section 1 of Exhibit 2. Definitions specific to the Services provided herein are as follows:

1.1.1 "Systems" or the CSC provided equipment consisting of equipment on Schedule A of the purchase and Installation agreement.

1.1.2 "Voice System Configuration" –Phone system, gateways, phones, voice QoS, route plan, dial plan, voicemail, automatic call distribution and feature configuration information which enables call processing.

1.1.3 "Data Network Configuration" – the infrastructure switches, routers, VPN Gateways, protocols, routing & feature configurations which allow voice & data transport on the proposed infrastructure.

1.1.4 "Voice Layout" - the process of interviewing and collecting CITY OF GLENDALE telephony requirements.

1.1.5 "Voice Design" - the creation and documentation of the telephony database

1.1.6 "Data Layout" – the process of interviewing and collecting information technology staff's requirements for soft configuration of the infrastructure.

1.1.7 "Data Design" – the creation and documentation of the infrastructure components configurations necessary to support the solution.

1.1.8 "Fabrication" – the process of infrastructure builds and burn-in.

1.1.9 "Implementation" - the installation & testing of the infrastructure and solution components.

1.1.10 "Cutover" - the process of moving from the existing infrastructure to the proposed infrastructure supporting a production user community.

1.1.11 "Site Survey" - the process of discovering the location for placement of proposed infrastructure equipment. Communicating to CITY OF GLENDALE additional facilities requirements to support the proposed infrastructure (ex. Power, Environmental, etc.)

1.1.12 "Training" – the process of training a defined user community on the use of new telephony instruments, voicemail and basic administrative tasks.

1.2 Services:

1.2.1 Copper State shall provide Services for the implementation of the Systems at the CITY OF GLENDALE site(s) and equipment listed in Exhibit A of the Purchase and Installation Agreement. As described in Section 2 Responsibilities of the Parties, Services shall include:

- **Project Management.**
- **Site Survey**
- **Voice Layout**
- **Voice Design**
- **Data Layout**
- **Data Design**
- **Voice System Configuration**
- **Data System Configuration**
- **On-Site Staging**
- **Fabrication**
- **Installation**
- **Training**
- **Cutover**
- **Post Cutover Help Desk**
- **Post Cutover, Onsite problem response team**

This SOW does not cover additional services such as network audit & network security.

1.3 Deliverables:

Upon completion of the implementation Copper State shall provide the as built configuration documentation (electronic copy) to the CITY OF GLENDALE.

1.4 Project Schedule:

Once approved by Council, City and Copper State will develop a mutually acceptable implementation schedule.

Task	Start Date	End Date
Award Of Contract	TBD	
Project Kickoff Meeting to launch the project.	TBD	
Equipment Ordering	TBD	
Voice & Data Layout Meetings	TBD	
Database Sign Off	TBD	
Infrastructure Equipment Fabrication	TBD	
Communication to City staff of impending migration	TBD	
Database Insert	TBD	
Data Infrastructure Install	TBD	
Voice Infrastructure Install	TBD	
Data Infrastructure Cutover	TBD	
End User Training (Use of Phones, Voicemail Access etc.)	TBD	
Telco Install (add/change circuits, as necessary)	TBD	
Voice Infrastructure Cutover	TBD	
Post Cutover Helpdesk	TBD	
System Acceptance	TBD	

Schedule dates are estimates only

1.5 Primary Contacts: Unless specified otherwise in writing, the primary contacts for CITY OF GLENDALE and Copper State shall be:

CITY OF GLENDALE Contact:	_____	**Copper State Contact:**	_____
Telephone Number:	_____	**Telephone Number:**	_____

Facsimile Number:	_____	Facsimile Number:	_____
E-mail address:	_____	**E-mail address:**	_____

2.0 *RESPONSIBILITIES OF THE PARTIES.*

2.1 Project Management:

2.1.1 Copper State responsibilities:

1.) Provide a single point of contact ("Copper State Project Manager") for all issues relating to the Implementation Services. Such person shall be identified in Section 1.5 and shall be available during Normal Business Hours & Scheduled Project Hours outside of the business day.
2.) Designate a backup contact when the Copper State Project Manager is not available. The backup is can be reached at or @copper-state.com
3.) Maintain Current (Proposed) Project Plan.
4.) Manage escalation procedures & process with Manufacturer.
5.) Participate in regularly scheduled meetings with the CITY OF GLENDALE to discuss the status of the Implementation.
6.) Review floor plans and facilities documentation received from CITY OF GLENDALE.
7.) Ensure Copper State employees and any subcontractors conform to CITY OF GLENDALE's reasonable workplace policies, conditions and safety regulations that are consistent with Copper State's obligations herein and that are provided to Copper State in writing prior to commencement of the Services; provided, however, that Copper State's personnel or subcontractors shall not be required to sign individual agreements with CITY OF GLENDALE or waive any personal rights.
8.) Schedule network analyses for sites.

2.1.2 CITY OF GLENDALE responsibilities:

1.) Designate a single point of contact for each site to whom all Copper State communications may be addressed and who has authority to act on all aspects of the Services. Such primary contact shall be identified in Section 1.5 and shall be available *during Normal Business Hours & Scheduled project hours outside of the business day.*
2.) Designate a back per site up when the CITY OF GLENDALE contact is not available who has the authority to act on all aspects of the Services in the absence of the primary contact.
3.) Unless otherwise agreed to by the parties, provide information and documentation required by Copper State within two (2) business days of Copper State's request.
4.) Notify Copper State of any hardware and/or software upgrades or any other changes within the CITY OF GLENDALE's Network at least thirty (30) business days prior to the upgrade.
5.) Notify Copper State of any Installation scheduling change at least seventy-two (72) hours prior to the originally scheduled installation date. Scheduling changes and/or cancellations made after this 72-hour window may be subject to Copper State's then current cancellation penalty charge.
6.) Provide CITY OF GLENDALE Site building layouts, including the floor plans, location of cables, power sources intermediate distribution frames, main distribution frames and demarcation points.
7.) Supply the workplace policies, conditions and environment in effect at the CITY OF GLENDALE Site.

2.2 Site Survey:

2.2.1 Copper State responsibilities:

1.) Identify locations to which new infrastructure components will be installed.
2.) Notify CITY OF GLENDALE of power & environmental needs of equipment install locations as defined by equipment manufactures specification.

2.2.2 CITY OF GLENDALE responsibilities:

1.) Provide Copper State access to equipment & wiring locations throughout the duration of project.

2.) If CITY OF GLENDALE's policy requires escort to certain or all locations, that escort is available through the duration of the project. For remote installations CITY OF GLENDALE must provide Copper State with remote access to systems.
3.) Provide Copper State with building prints of all facilities receiving new service as defined by this Statement of work. If CITY OF GLENDALE requests generation of required floor plans by Copper State, a Change Order for additional labor will be required.
4.) Provide Copper State Installation location for equipment.
5.) CITY OF GLENDALE will be responsible for any additional costs that may be incurred for the supply and installation of any infrastructure that is required for the installation of cable as necessary for this implementation; this infrastructure includes but is not limited to conduits, floor ducts, overhead troughs, floor access, drilling holes, monuments, moving equipment and furniture, etc. It is assumed that any existing cable ducts, troughs and/or conduits have sufficient space remaining to install new cabling as required for this implementation.
6.) CITY OF GLENDALE must adhere to the equipment manufacturer's published power and environmental specifications and conform to all local electrical code requirements, CITY OF GLENDALE will provide power to purchased equipment via an adequate number of circuits provisioned according to the equipment manufacturer's specifications, CITY OF GLENDALE will assume responsibility for the cost to supply and install any infrastructure required to accommodate.
7.) The area in front of the servers, routers, and switches should remain clear and unobstructed for a distance of (2) two feet.
8.) Servers, routers, and switches should be located in a physically securable area.
9.) Servers, routers, switches, and any other rack mountable equipment should be mounted in a rack at a minimum of 3 ft. and a maximum of 6 ft. above floor level.
10.) Extend all required network demarcation points to within five (5) feet of the equipment that is to be installed.
11.) Extend proper electrical power to within five (5) feet of the equipment to be installed
12.) This implementation assumes the CITY OF GLENDALE is running IP only on the network. IPX, SNA, and other protocols will not be included in any configuration.
13.) The CITY OF GLENDALE is responsible to provide all required rack space. Any required rearranging or removing existing equipment to provide rack space will be the responsibility of the CITY OF GLENDALE.
14.) IP Data and IP Voice will be converged onto the same cabling infrastructure
15.) The environment of the intended installation point of the equipment must be free of:
    - Moisture (Both humidity and standing water)
    - Large Particulate Matter
    - Any Sized Airborne Particulate Matter
    - Excessive Temperatures
16.) Any building alterations necessary to meet wiring and other site requirements.
17.) Environmental modifications as required for the hardware.
18.) CITY OF GLENDALE acknowledges that while Copper State maintains overall responsibility for the management and delivery of the services requested, Copper State may utilize an authorized subcontractor(s) to perform some or all of the specific services defined herein.
19.) Copper State shall not be responsible for any delays in the implementation of the proposed equipment that result from incomplete or inaccurate information supplied by CITY OF GLENDALE, faulty cabling or site access restrictions.
20.) In the event a UPS (uninterruptable power supply) is not provided, Copper State shall not be responsible for any damages directly or indirectly related to power related problems.

2.3 Voice Layout:

2.3.1 Copper State Responsibilities:

1.) N/A

2.3.2 CITY OF GLENDALE Responsibilities

1.) Ensuring availability of user community to participate in layout process.
2.) Identifying areas and personnel to participate in layout process.
3.) Ensure Copper State has access to areas where interviews will take place.
4.) Schedule availability of user community for layout process.

5.) Provide written scripts and voice recordings for all auto attendant menus and information mailboxes.

2.4 Voice System Configuration:

2.4.1 Copper State responsibilities:

1.) Copper State shall be responsible for installing the equipment identified above with all published patches necessary to provide a system functioning to the requirements identified within this SOW.
2.) Copper State shall program telephony database to support all outbound and intercampus dialing as identified through voice layout process.
3.) Copper State shall program full inbound call receipt programming with Auto-Attendant Functionality as identified through voice layout process.
4.) Copper State shall program all campus based system phones to route 911 emergency calls to 911 center.
5.) Copper State shall program all telephony features associated with each respective facility/location based on the voice layout process. These features, such as call pickup, music on-hold, Caller-id, Call-Waiting, Call Park, Multiple lines, Shared Lines, Speed Dials, Extension Mobility, Auto-Answer, Forward Busy, Forward All, Forward No Answer.
6.) Copper State shall be responsible for the assembly and placement of all *hardware necessary to support the System. Copper State has currently priced* the installation of 1 (one) physical new system
7.) Copper State shall program dialing restrictions as specified by CITY OF GLENDALE.
8.) Copper State will install Telco lines into the system. They should be on site and functioning at time of installation.

2.4.2: CITY OF GLENDALE Responsibilities:

1.) CITY OF GLENDALE will need to provide dedicated power and an environmentally controlled room for the system to be installed in.
2.) List of all users with extension number, first name, last name and email address.
3.) Provide a script for and record each voice-greeting file (in the proper format required by the system

2.5: The Voice Messaging System:

2.5.1: Copper State Responsibilities:

1.) Copper State shall be responsible for installing the above with all published patches necessary to provide a system functioning to the requirements identified within this SOW.
2.) Copper State shall program the voicemail database to support up to # Voice Messaging Mailboxes at CITY OF GLENDALE site. Mailboxes programming currently includes all staff identified during voice layout process.
3.) Copper State shall program auto-attendant menus and messages as identified through the voice layout process.

2.5.2: CITY OF GLENDALE Responsibilities:

1.) List of all users with extension number, first name, last name and email address.

2.6: Unified Messaging

2.6.1: Copper State Responsibilities:

1.) Load up to 2 clients on CPE machines and show CITY OF GLENDALE contact how to load remaining.

2.6.2: CITY OF GLENDALE Responsibilities:

1.) CITY OF GLENDALE will provide all PC's in which to load the unified messaging clients on.
2.) CITY OF GLENDALE will provide assistance in trouble shooting any potential issues within their PC's/Servers and will bear any costs associated exclusive of any Copper State provided equipment.
3.) CITY OF GLENDALE is responsible for insuring all PC software and patches are up to date.

2.7 Data System Configuration:

2.7.1: Copper State responsibilities:

1.) Do network analyses for sites; provide results to CITY OF GLENDALE make recommendations of areas that need improvement.

2.) Provide inline power injectors at location of set.

2.7.2: CITY OF GLENDALE responsibilities:

1.) Provide diagrams and documents of the current data infrastructure configuration.
2.) Will provide Copper State all static IP addresses for the new system, servers and pc's with telephony applications being implemented on the networks.
3.) Will provide DHCP services for phones utilizing scope options for NTP, VLAN and TFTP server.
4.) CITY OF GLENDALE is responsible for all data traffic on the network (including server traffic, network applications, email, etc.). The end responsibility of network applications will lie with the CITY OF GLENDALE.
5.) CITY OF GLENDALE will provide assistance in trouble shooting any potential issues within their LAN/WAN and will bear any costs associated exclusive of any Copper State provided equipment.
6.) CITY OF GLENDALE will also need to enable QOS and prioritize voice traffic on this existing network equipment including all switches and routers if applicable. Copper State will send all voice traffic out with an expedited forwarding Diffserv Codepoint of 40 or 46 depending on system type
7.) CITY OF GLENDALE will provide Copper State all required information about the integration between the proposed equipment and all CITY OF GLENDALE-supplied OEM equipment (including existing PBXs and Voice Messaging systems). CITY OF GLENDALE will assume responsibility for all OEM equipment vendor coordination as applicable.
8.) Remote system access will provide the timeliest and efficient manner of performing remote database changes as well as diagnostics and/or proactive remote system monitoring, CITY OF GLENDALE will provide access for remote system monitoring if remote system access and/or monitoring functionality is *desired. Remote system diagnostics/proactive remote monitoring services are* available at additional charge and are not included in this statement of work. Remote access needs to allow over a high speed data connection or internet. CITY OF GLENDALE will specify any required client applications necessary for CSC to have access.
9.) Provide Network and Systems Administrators on an as needed basis for solution integration. These resources need to be available during all implementation, *design and planning phases.*
10.) Assume responsibility for the network infrastructure upon completion of the services provided in this SOW.
11.) CITY OF GLENDALE understands in the event that an issue is discovered which adversely affects the performance of the ShoreTel System which Copper State determines is related to the CITY OF GLENDALE's network or network infrastructure including Telco, network configuration, and network design and cabling. With proper authorization from the CITY OF GLENDALE, the customer may be charged at Copper State's then prevailing rates to remedy the problem.
12.) It is the CITY OF GLENDALE's responsibility to make sure that both the CITY OF GLENDALEs Legacy Network LAN and WAN infrastructure will meet and support VoIP specifications that provide acceptable VoIP quality. **Network reconfiguration and/or upgrades of the data network (including LAN/WAN hardware/software) are the responsibility of the CITY OF GLENDALE and are outside this SOW. Below are Listed some things that are required to assure a successful deployment.**

- Switched media (no hubs)
- Non-Blocking Ethernet switch architecture
- Minimum 100MB Ethernet LAN (no Token Ring)
- Category 5E or better cabling for all telephone stations
- Adequate bandwidth to support voice, video and data traffic volume demands over the network. Each VoIP call can consume approximately 96Kbps of bandwidth.
- Low delay to ensure a good quality voice conversation (< 125ms is recommended)
- Minimal packet loss must be three (3) % or less between endpoints to ensure parts of a conversation are not distorted or lost, especially during bursts of data traffic flows.
- Low jitter (less than 20ms) to ensure that the next IP packet can be played at the destination CODEC without requiring large jitter buffers.
- Separate VLAN for voice traffic is strongly recommended
- Quality of Service (QoS) throughout the VoIP path by placing only voice in the highest priority queue to ensure voice gets the bandwidth and latency required for effective voice communication is strongly recommended.

2.8: Fabrication:

2.8.1: Copper State responsibilities:

1.) *Build and Program the proposed infrastructure (voice/data) in a staging area at* Copper State Communications facilities.

2.9: Implementation:

2.9.1: Copper State responsibilities:

1.) Deliver the Product from staging facility to the designated Installation locations at CITY OF GLENDALE locations.

2.9.2: CITY OF GLENDALE responsibilities:

1.) Identify a local and backup contact per site.
2.) CITY OF GLENDALE will assume responsibility for all Network Service Provider liaison activities, including the ordering and delivery coordination of network services, unless otherwise stated, CITY OF GLENDALE will provide Copper State with accurate Network Service Provider records identifying all existing network services and any new network services that are being ordered, including the expected delivery date(s) of the new services. The delivery date of new network services will be mutually agreed by Copper State, the Network Services Provider and CITY OF GLENDALE, and this date will be documented as a milestone in the master project schedule. In the event that the Network Service Provider documentation given to Copper State proves to be inaccurate or unavailable, all Copper State labor required to verify and document the existing network services *and/or coordinate the delivery of new services with the CITY OF GLENDALE's* Network Service Provider(s) is subject to an additional charge. Alternatively, Copper State can provide CITY OF GLENDALE with an additional quote for Network Service Provider "Audit, Verification and Liaison" services.
3.) Copper State will coordinate equipment delivery with CITY OF GLENDALE based on a mutually agreed delivery schedule. CITY OF GLENDALE should be aware that equipment may be delivered to the site in stages, and CITY OF GLENDALE is responsible for equipment once it is delivered to the site.
4.) Removal, disposal and cleanup of all existing cable, telephony and associated equipment (e.g., power supplies, racks, blocks, etc.) are not included, unless otherwise stated. Removal of existing equipment and infrastructure will require a separate quote, which can be provided at the CITY OF GLENDALE's request

2.10: Cutover:

2.10.1: Copper State responsibilities:

1.) Provide personnel to place each new desk phone.
2.) Provide personnel to cross-connect and label all analog drops.
3.) Test each handset for ability to dial and receive calls.
4.) Provide cutover team consisting of engineers, & Project Management.
5.) Copper State will also provide post cut support including a help desk and trained *personnel campus wide assisting the user's for up to 4 hours the day after* cutover.

2.10.2: CITY OF GLENDALE responsibilities:

1.) Identify at-least one CITY OF GLENDALE individual to be available if cutover is done after business hours.

2.11: Training:

2.11.1: Copper State responsibilities:

1.) Copper State will provide end user training for phone instruments and voicemail access.
2.) The classes currently planned are (2) at the CITY OF GLENDALE locations supporting a maximum of twenty (20) persons per class.
3.) Copper State will provide customized training guides for all users in regards to usage of Telephone and Voice Mail systems. User guides will customized to the particular set type (analog digital or IP set).
4.) The training class schedules will be published to CITY OF GLENDALE staff for dissemination to interested parties.

2.11.2: CITY OF GLENDALE responsibilities:

1.) Schedule and ensure the staff attends their designated training class.
2.) Provide access to training facilities at least a day prior to training to setup training phones
3.) Provide facilities to conduct the planned 20 user training courses with instructor access 1 hour prior to start of session.

EXHIBIT 2

STANDARD SOW TERMS

STANDARD DEFINITIONS.

1.1 **"CITY OF GLENDALE Site(s)" or "Site(s)"** - the physical site(s) designated by the CITY OF GLENDALE *(other than Copper State sites) where the Services may be performed.*

1.2 **"Deliverable"** - all documentation, whether in hard copy or electronic form, such as analyses, reports, manuals, test results, or any other item other than Product provided by one party to the other pursuant to the terms of this SOW.

1.3 **"Professional Services"** - the activities specified in this SOW such as project management, Voice & Data design, Voice & Data configuration, Fabrication, Implementation, Cutover, and Training performed by Copper State.

1.4 **"Installation"** - the physical activity required to place a Product into a CITY OF GLENDALE Site.

1.5 **"Network"** - a connection of Products and other equipment and devices that communicate with each other.

1.6 **"Normal Business Hours"** - the hours of Monday through Friday 8:00am to 5:00pm local time, excluding any Copper State observed holidays. A list of Copper State observed holidays will be provided upon request.

1.8 **"Product(s)"** means hardware and/or software in connection with which Services are being provided herein.

1.9 **"Project Plan"** - a plan documenting all aspects of the Services.

1.10 **"Professional Services" or "Services"** - the services provided by Copper State to CITY OF GLENDALE under this SOW.

1.11 **"Site Survey"** - an assessment by Copper State of the readiness of the CITY OF GLENDALE Site for the Implementation of the Product as further defined below.

1.12 **"Staging"** - the assembly and software loading of Product prior to Installation at CITY OF GLENDALE Site.

2.0 SERVICES:

2.1 Copper State shall provide Professional Services to CITY OF GLENDALE as set forth in Exhibit 1.

3.0 COMPLETION.

Upon completion Copper State will notify the CITY OF GLENDALE of completion by providing a delivery and acceptance certificate. In order to refuse acceptance of the Services performed, CITY OF GLENDALE must provide Copper State with full details that show that Services do not conform to the SOW. Copper State shall address such non-conformance in a timely manner. Copper State shall compile an action plan to correct any deficiencies and the process for acceptance detailed herein shall be repeated until such time as all deficiencies have been resolved and the Services meet the requirements of the SOW. Acceptance may not be withheld due to defects in Services that do not represent a material non-conformance with the requirements of the SOW.

4.0 ASSUMPTIONS.

The following assumptions together with those detailed elsewhere were made to create this Statement of Work. Should any of these assumptions prove to be incorrect or incomplete then Copper State may modify the price, scope of work or Milestones. Any such modifications shall be managed by the Change Management Procedure set forth in Section 5.

4.1 Where applicable, CITY OF GLENDALE's Site shall be ready prior to the date scheduled for Copper State to perform the Services. Costs associated with CITY OF GLENDALE's failure to (1) make the CITY OF GLENDALE Site ready (as determined by Copper State); or (2) meet any of the other responsibilities specified in this SOW shall be billed at Copper State 's then-current time. Any additional costs incurred by CITY OF GLENDALE as a result of delays shall be the sole responsibility of the CITY OF GLENDALE.

4.2 Unless specified otherwise in this SOW, Services shall be performed during Normal Business Hours. CITY OF GLENDALE is responsible for any additional labor costs associated with Services performed outside Normal Business Hours which are above and beyond the scope of this SOW.

4.3 This SOW defines exclusively the scope of the Services that Copper State shall provide to the CITY OF GLENDALE. This SOW shall not apply to any purchase, support or maintenance of the Product, the terms of which will be agreed upon under a separate agreement.

4.5 Any acceptance tests conducted in respect of the Services detailed in this SOW shall apply only to the Services detailed herein and shall not constitute acceptance or rejection of any Product purchased or licensed separately by CITY OF GLENDALE.

4.6 Copper State shall have a lead-time of up to 30 days from acceptance of CITY OF GLENDALE's purchase order to begin Services.

4.7 Copper State will require a schedule extension of up to 30 days for any personnel change requests made by CITY OF GLENDALE.

4.8 Union labor is not required.

4.9 **Services not covered under this SOW:**

4.9.1 Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by natural causes or damaged due to a negligent or willful act or omission by CITY OF GLENDALE or a third party or use by CITY OF GLENDALE or a third party other than as specified in the applicable manufacture-supplied documentation.

4.9.2 Copper State Services to resolve software or hardware problems resulting from third party equipment or services beyond the scope of this SOW.

4.9.4 Any hardware upgrade required to run new or updated software.

4.9.5 Activities not expressly included in the SOW are outside the scope of this SOW.

5.0 CHANGE MANAGEMENT PROCEDURES.

5.1 It may become necessary to amend this SOW for reasons including, but not limited to, the following:

5.1.1 CITY OF GLENDALE's changes to the scope of work and/or specifications for the Services,

5.1.2 CITY OF GLENDALE's changes to the Project Plan,

5.1.3 Unavailability of resources which are beyond either party's control; and/or,

5.1.4 Environmental or architectural conditions not previously identified.

5.2 In the event either party desires to change this SOW, the following procedures shall apply:

5.2.1 The party requesting the change will deliver a "Change Request" (attached as Appendix A) to the other party. The 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 Deliverables and/or the schedule.

5.2.2 A Change Request may be initiated either by the CITY OF GLENDALE or by Copper State for any changes to the SOW. The Project Manager of the requesting party will review the proposed change with his/her counterpart. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and the additional charges, if any, required to implement the

Change Request. If both parties agree to implement the Change Request, the appropriate authorized representatives of the parties will sign the Change Request, indicating the acceptance of the changes by the parties.

5.2.3 Upon execution of the Change Request, said Change Request will be incorporated into, and made a part of, this SOW.

5.2.4 Copper State is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon by both parties.

5.3 Whenever there is a conflict between the terms and conditions set forth in a fully executed Change Request and those set forth in the original SOW, or previous fully executed Change Request, the terms and conditions of the most recent fully executed Change Request shall prevail.

APPENDIX A
CHANGE REQUEST

In reference to the Section titled Change Management Procedures of the above referenced Statement of Work between Copper State Communications ("Copper State") and ***CITY OF GLENDALE.***, ("CITY OF GLENDALE"), both parties hereby certify, by the signature of an authorized representative, that this Change Management Request will amend and be fully incorporated into the existing Statement of Work (SOW).

1. **Change Request Number:**

2. ***Reason for Change Request:***

3. **Changes to SOW:**

4. **Schedule Impact:**

5. **Cost Impact:**

SOW/Change Request	Services/Product	T&E	Total
a.			
b.			
c.			

6. **Purchase Order Issuance (if applicable):** CITY OF GLENDALE shall issue a written Purchase Order to Copper State, or shall issue an amendment to its original Purchase Order issued under this SOW, for the total amount of **$0.00**, or shall deposit additional funds as requested by Copper State.

Except as changed herein, all terms and conditions of the SOW remain in full force and effect.

IN WITNESS WHEREOF, the duly authorized representatives of the parties hereto have caused this Change Management Request to be fully executed.

COPPER STATE COMMUNICATIONS		CITY OF GLENDALE	
BY:		**BY:**	
NAME:		**NAME:**	Brenda S. Fischer
TITLE:		**TITLE:**	City Manager

ATTEST:

City Clerk

Approved as to form

City Attorney

DATE: _____ DATE: _____

Appendix B – Additional CITY OF GLENDALE Location Sheet

Sites included in this general Scope of Work are:

Community Housing
Media Center
Aquatic Center
Fire Station #151