

**PROFESSIONAL SERVICES AGREEMENT WITH LOGICALIS, INC., FOR  
MUNICIPAL COURTROOM AUDIO/VISUAL UPGRADES**

This Agreement is made as of the \_\_\_\_ day of \_\_\_\_\_ 2016 (the "Effective Date") by and between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and LOGICALIS, INC., a New York corporation, ("Consultant"), both of which may be hereinafter referred to collectively as the "Parties", for the project entitled "Municipal Courtroom Audio/Visual Upgrades".

**RECITALS**

A. City desires to retain a consultant to assist in a comprehensive upgrade to its municipal courtroom audio/visual recording system and to make payment for the same in accordance with the terms and conditions set forth in this Agreement, including all attachments and addenda which are appended hereto by mutual agreement of the Parties.

B. The open market procedures set forth in the Apache Junction City Code have been satisfied through the use of state procurement # ADSP012-032692

C. The Parties have set forth below contemplated services Consultant will provide City, including payment and operative terms for such services and products.

**AGREEMENT**

NOW, THEREFORE, in consideration of the recitals noted above, the mutual covenants and conditions below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **CONSULTANT'S DUTIES:** Consultant agrees to perform the professional services detailed in Exhibit A. The "Go-Live" deadline for the audio/visual upgrades shall be no later than October 31, 2016. Performance of this "Go-Live" deadline is subject to enforced delays set forth below in Section 10. The "Go-Live" final acceptance shall occur thirty days after all delivery, installation, optimization, testing, correction and re-testing has been completed. The warranty period begins after final acceptance. "Go-Live" deadline means the date the system is fully functional without technical deficiencies.

2. **COMPENSATION:** In accordance with the terms and conditions of this Agreement, City shall compensate Consultant for professional services in an amount not to exceed \$81,499.41 in accordance with the price sheet set forth in Exhibit B.

3. **CONSULTANT BILLING:** Consultant shall bill City on a time and expense basis in a total amount not to exceed Section 2 above. City shall pay such billings within thirty (30) calendar days of the date of receipt.

4. **TERM/RENEWAL:** This Agreement shall be effective beginning on August 15, 2016 and shall remain in full force and effect until October 15, 2016, unless otherwise terminated as set forth herein. The warranties set forth in Exhibit C shall continue after installation and acceptance of the system upgrades.

5. **CITY'S STANDARD OF PERFORMANCE:** City shall furnish Consultant with all data, information and other supporting services specified in Exhibit A.

6. **CONSULTANT'S STANDARD OF PERFORMANCE:** While performing the services, Consultant shall exercise the reasonable professional care and skill customarily exercised by reputable members of Consultant's profession practicing in the Phoenix Metropolitan Area, and shall use reasonable diligence and best judgment while exercising its professional skill and expertise. Consultant shall be responsible for all errors and omissions Consultant commits in the performance of this Agreement.

7. **NOTICES:** All notices to a Party required under this Agreement shall be in writing and sent by first class certified mail, postage prepaid, return receipt requested, addressed to the following:

If to City:                      City of Apache Junction  
   Municipal Court  
   Magistrate James Hazel  
   300 East Superstition Boulevard  
   Apache Junction, AZ 85119

And to:                              City Attorney  
   300 East Superstition Boulevard  
   Apache Junction, AZ 85119

If to Consultant:              Logicalis, Inc.  
   ATTN: Legal Services  
   2600 Telegraph Road, Suite 200  
   Bloomfield Hills, MI 48302

8. **INSURANCE:** Consultant, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is

satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of City, constitute a material breach of this Agreement.

Consultant's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, officers, officials and employees for any claims arising out of Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to City under such policies. Consultant shall be solely responsible for the deductible and/or self retention and City, at its option, may require Consultant to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. City shall not be obligated, however, to review same or to advise Consultant of any deficiencies in such policies and endorsements, and such receipt shall not relieve Consultant from, or be deemed a waiver of, City's right to insist on strict fulfillment of Consultant's obligations under this Agreement.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Agreement, shall name City, its agents, officers, officials and employees as additional insureds parties.

## **REQUIRED COVERAGE**

### **Commercial General Liability**

Consultant shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be at least as

broad as that on Insurance Service Office, Inc. Policy Form No. CG 00011093, or any replacements thereof.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20101185, and shall include coverage for Consultant's operations and products and completed operations.

If required by this Agreement, if Consultant sublets any part of the work, services or operations, Consultant shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Consultant's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Consultant's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Consultant's Commercial General Liability insurance.

#### Automobile Liability

Consultant shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to Consultant's owned, hired, and non-owned vehicles assigned to or used in performance of Consultant's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00011293, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards.

#### Workers' Compensation

Consultant shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Consultant's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

By execution of this Agreement, Consultant certifies as follows:

"I am aware and understand the provisions of A.R.S. § 23-900 *et seq.* which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of this chapter, and I will comply with such

provisions before commencing the performance of the work of this Agreement.”

If Consultant has no employees for whom workers’ compensation insurance is required, Consultant shall submit a declaration or affidavit to City so stating and covenanting to obtain such insurance if and when Consultant employs any employees subject to coverage.

In case any work is subcontracted, Consultant will require subcontractors to provide Workers’ Compensation and Employer’s Liability insurance to at least the same extent as required of Consultant.

#### Certificates of Insurance

Prior to commencing work or services under this Agreement, Consultant shall furnish City with Certificates of Insurance, or formal endorsements as required by the Agreement, issued by Consultant’s insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Agreement are in full force and effect. The form of the certificates of insurance and endorsements shall be subject to the approval of the Apache Junction City Attorney’s Office, shall comply with the terms of this Agreement, and shall be issued and delivered to City Attorney, City of Apache Junction, 300 East Superstition Boulevard, Apache Junction, AZ 85119.

In the event any insurance policies required by this Agreement are written on a “claims made” basis, coverage shall extend for two (2) years past completion and acceptance of Consultant’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Agreement, a renewal certificate must be sent to City thirty (30) calendar days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. Policies or certificates and completed forms of City’s Additional Insured Endorsement (or a substantially equivalent insurance company form acceptable to the City Attorney) evidencing the coverage required by this section shall be filed with the City and shall include the City as an additional insured. The policy or policies shall be in the usual form of a public liability insurance, but shall also include the following provision:

“Solely as respects work done by or on behalf of the named insured for the City of Apache Junction, it is agreed that the City of Apache Junction and its officers and employees are added as additional insureds under this policy.”

Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) calendar days' prior written notice to City.

9. **WARRANTY:** Consultant warrants for a period of one hundred eighty (180) calendar days, that all parts, cables, software and hardware, and affiliated parts and components as set forth in Exhibit C are properly operating when operated with the configuration and in the operating environment specified by Consultant. In the event of any defect or error covered by such warranty, City agrees to provide Consultant with sufficient detail to allow Consultant to reproduce the defect or error. Consultant will correct such error or defect at Consultant's facility by issuing corrected instructions, a restriction, or a bypass. However, Consultant is not responsible for any defect or error not reported or any defect or error in the parts, cables, software and hardware, and affiliated parts and components that City has modified, misused, or damaged.

10. **APPLICABLE LAW AND VENUE:** The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition in this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs.

11. **FORCE MAJEURE:** Neither City nor Consultant, as the case may be, shall be considered not to have performed its obligations under this Agreement in the event of enforced delay (an "Enforced Delay") due to causes beyond its control and without its fault or negligence or failure to comply with applicable laws, including, but not restricted to, acts of God, fires, floods, epidemics, pandemics, quarantine, restrictions, embargoes, labor disputes, and unusually severe weather or the delays of subcontractors or materialmen due to such causes, acts of a public enemy, war, terrorism or act of terror (including but not limited to bio-terrorism or eco-terrorism), nuclear radiation, blockade, insurrection, riot, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain of any governmental body on behalf of any public entity, or a declaration of moratorium or similar hiatus (whether permanent or temporary) by any public entity directly affecting the obligations under this Agreement. In no event will Enforced Delay include any delay resulting from unavailability for any reason of labor shortages, or the unavailability for any reason of particular Consultants, subcontractors, vendors or investors desired by Consultant in connection with the obligations under this Agreement. Consultant agrees that Consultant alone will bear all risks of delay which are not Enforced Delay. In the event of the occurrence of any such

Enforced Delay, the time or times for performance of the obligations of the Party claiming delay shall be extended for a period of the Enforced Delay; provided, however, that the Party seeking the benefit of the provisions of this Section shall, within thirty (30) calendar days after such Party knows or should know of any such Enforced Delay, first notify the other Party of the specific delay in writing and claim the right to an extension for the period of the Enforced Delay; and provided further that in no event shall a period of Enforced Delay exceed ninety (90) calendar days.

12. **TERMINATION**: This Agreement may be terminated by either Party for any reason upon fifteen (15) days written notice. If this Agreement is terminated, City shall be reimbursed from Consultant the amount paid for any undelivered and/or unaccepted products or services. Upon termination, City agrees to pay for all delivered, accepted, and properly invoiced services or products that were provided up to the announced termination date.

13. **INDEMNIFICATION**: To the fullest extent permitted by law, Consultant shall defend, indemnify and hold harmless City, its elected and appointed officers, officials, agents, and employees from and against any and all liability including but not limited to demands, claims, actions, fees, costs and expenses, including attorney and expert witness fees, arising from or connected with or alleged to have arisen from or connected with, relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of Consultant, its agents, employees, or any tier of Consultant's subcontractors in the performance of this Agreement. Consultant's duty to defend, hold harmless and indemnify City, elected and appointed officers, officials, agents, and employees shall arise in connection with any tortious claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by an Consultant's acts, errors, mistakes, omissions, work or services in the performance of this Agreement including any employee of Consultant, any tier of Consultant's subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services Consultant may be legally liable.

14. **BUSINESS AND PRIVILEGE LICENSE**: Consultant represents and warrants that any license necessary to perform the work under this Agreement is current and valid. Consultant understands that the activity described herein constitutes "doing business in the City of Apache Junction" and Consultant agrees to obtain a business license pursuant to Article 8-2 of the Apache Junction City Code, Vol. I, and keep such license current during the term of this Agreement. Consultant also acknowledges that the tax provision of the Apache Junction Tax Code, Chapter 8A, may also apply and if so, shall obtain a privilege license. Any activity by subconsultants within the corporate city limits will invoke the same business license regulations on any subconsultants, and Consultant ensures its subconsultants will obtain any required licenses. If there are taxable activities, a

business license shall be converted to a privilege license by the Consultant and any subconsultants through the City Clerk's Office.

15. RECORDS: Records of Consultant's labor, payroll, and other costs pertaining to this Agreement shall be kept on a generally recognized accounting basis and made available to City for inspection on request. Consultant shall maintain records for a period of at least two (2) years after termination of this Agreement, and shall make such records available during that retention period for examination or audit by City personnel during regular business hours.

16. RIGHT OF CITY TO CONTRACT WITH OTHERS: Nothing in this Agreement shall imply City is obligated to obtain the services described herein with only this particular Consultant.

17. WAIVER OF TERMS AND CONDITIONS: The failure of City or Consultant to insist in any one or more instances on performance of any of the terms or conditions of this Agreement or to exercise any right or privilege contained herein shall not be considered as thereafter waiving such terms, conditions, rights or privileges, and they shall remain in full force and effect.

18. COMPLIANCE WITH FEDERAL AND STATE LAWS: Consultant understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 to the services performed under this Agreement.

As required by A.R.S. § 41-4401, Consultant hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Consultant further warrants that after hiring an employee, Consultant will verify the employment eligibility of the employee through the E-Verify program. If Consultant uses any subcontractors in performance of services, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of this Agreement. Consultant is subject to a penalty of \$100 per day for the first violation, \$500 per day for the second violation, and \$1,000 per day for the third violation. City at its option may terminate this Agreement after the third violation. Consultant shall not be deemed in material breach of this Agreement if the Consultant and/or subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). City retains the legal right to inspect the papers of any Consultant or subcontractor employee who works under this Agreement to ensure that the Consultant or subcontractor is complying with the warranty. Any inspection will

be conducted after reasonable notice and at reasonable times. If state law is amended, the Parties may modify this paragraph consistent with state law.

19. **CONDITIONS OF SALE AGREEMENT:** The terms of this Agreement override any contrary terms set forth in the Logicalis, Inc. Standard Terms and Conditions of Sale agreement set forth in Exhibit D. In addition, as to that agreement, the following standard provisions are not binding on the Parties: §§ (B)(2)(b), (B)(3), (B)(5), (C)(7), (C)(9), (D)(16), (D)(17), (D)(18), (D)(23), (D)(24), (D)(26), (D)(27), (D)(28).

20. **ENTIRE AGREEMENT:** This Agreement and any attachments represent the entire agreement between City and Consultant and supersede all prior negotiations, representations or agreements, either express or implied, written or oral. It is mutually understood and agreed that no alteration or variation of the terms and conditions of this Agreement shall be valid unless made in writing and signed by the parties hereto. Written and signed amendments shall automatically become part of the supporting documents, and shall supersede any inconsistent provision therein; provided, however, that any apparent inconsistency shall be resolved, if possible, by construing the provisions as mutually complementary and supplementary. If are cinflicting provision between the state procurement contract and this document, this document shall previal.

21. **SEVERABILITY:** City and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.

22. **ACCURACY OF WORK:** Acceptance of services or work by City shall not relieve Consultant of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities. Consultant shall make all necessary revisions or corrections resulting from errors and omissions on the part of Consultant without additional compensation.

23. **TIME IS OF THE ESSENCE:** Time is of the essence with respect to all provisions in this Agreement, especially the "Go-Live" deadline. Any delay in performance by either Party shall constitute a material breach of this Agreement.

24. **PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL:** The Parties acknowledge A.R.S. §§ 35-393 through 35-393.03, as amended, which forbids public entities from contracting with consultants who engage in boycotts of the State of Israel. Should Consultant under this Agreement engage in any such boycott against the State of Israel, this Agreement is automatically terminated. Any such boycott is a material breach of contract and will subject Consultant to monetary damages, including any compensative and, consequential damages.

25. **CONFLICTS OF INTEREST:** This Agreement is subject to, and may be terminated by City in accordance with, the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, Consultant and City have executed this Agreement as of the date first set forth above.

LOGICALIS, INC., a New York corporation

By: Eric Tilds

Its: Executive VP & General Counsel

CITY OF APACHE JUNCTION, ARIZONA, an  
Arizona municipal corporation

By: John S. Insalaco

Its: Mayor

ATTEST:

Kathleen Connelly, City Clerk

APPROVED AS TO FORM:

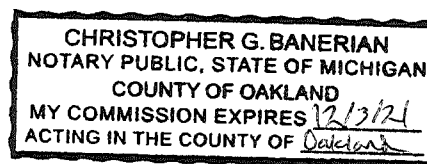
 8.9.16  
R. Joel Stern, City Attorney

STATE OF Michigan )  
County of Oakland ) ss.

The foregoing was subscribed and sworn to before me this 4<sup>th</sup> day of August, 2016, by Eric Tilds as VP and General Counsel of Logicalis, Inc., a New York corporation.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: 12/3/2021



STATE OF ARIZONA )  
County of Pinal ) ss.

The foregoing was subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by John S. Insalaco, as Mayor of the City of Apache Junction, Arizona, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**EXHIBIT A**  
**SCOPE OF WORK**

## Statement of Work for Court Room AV Upgrades

Prepared by Logicalis for  
City of Apache Junction

*To the attention of:  
Earl Simmers  
300 East Superstition Blvd.  
Apache Junction, Arizona 85219  
(480) 982-8002 x5147  
esimmers@ajcity.net*

June 14, 2016

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Appendix A.	General Information	

## Section 1. Professional Services

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

## Section 2. Solution Summary

Logicalis plans to upgrade the existing AV system in the court with additional displays, three cameras, recording and streaming of audio and video, additional AV inputs, advanced microphone audio processing with white noise capabilities, lobby display, touch screen control and video conferencing between the jail and the courtroom.

## Section 3. Scope of Work

### 3.1. Tasks and Activities, Deliverables

Based on the information provided, Logicalis will work on the following Tasks and Activities, to provide the Deliverables (if any) as part of the CITYAJ-Court Room AV Upgrades project.

#### Tasks and Activities

##### 1. Video Conferencing

- 1.1. Provide and install a point-to-point video conferencing system. A new 32 inch display will be installed on a swing arm mount behind the glass at the jail. The existing vandal resistant inmate speaker and microphone will be reused.
- 1.2. The courtroom codec will feed the room's audio and video recording and audio system. The 17 inch touch screen for the control system will also act as the conferencing display for the Judge.

##### 2. Displays

- 2.1. Two 70 inch displays will be mounted to either side of the bench and will receive a video feed from the AV system. The feed will be selected by the Judge from the control system touch screen and converted to a picture-in-picture image with the three ceiling cameras.
- 2.2. One 32 inch display will replace the CRT TV in the lobby and display the same image as the displays in the courtroom. Courtroom audio will also be fed to the display.

##### 3. Cameras

- 3.1. Three pan, tilt and zoom cameras will be installed in the ceiling to capture the Judge, prosecution table and defense table during standard trials.
- 3.2. Camera pre-sets will be created for additional camera coverage of additional courtroom layouts. Pre-sets will be selected from the touch panel.

##### 4. Microphones

- 4.1. Three ceiling mounted, variable pickup pattern microphones will be installed.

- 4.2. All existing microphones will be used and routed to an audio DSP for processing before it is sent to the recording system and room sound reinforcement.
- 4.3. The prosecution and defense table microphones will continue to utilize the local mute buttons.
- 4.4. The Judge microphone will have a mute button on the touch screen that will mute the microphone and play white noise over the courtroom speakers to further mask private conversations that take place at the bench.
5. The Clerk PC will have upgraded speakers installed.
6. A new amplifier will be installed to drive the existing ceiling speakers.
7. The recording of audio and video will take place on an Extron SMP 351. This unit allows for the recording and streaming of audio and video. Recorded video can be pushed to a shared drive location and/or recorded to a USB drive.

#### **Deliverables**

- Control system programming in an un-password protected format
- System one lines
- Training

#### **Customer Roles / Responsibilities**

- Provide network connectivity between the courtroom and the jail with the necessary ports opened.

#### **Assumptions**

- Logicalis assumes that the existing courtroom speakers, speaker cabling, jail microphone and jail speaker are all in good working order.
- Logicalis assumes that all cabling pathways above ceiling and in underground conduit are accessible and have space for the additional cabling required to complete this project.

### **3.2. Project Management Services**

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

#### ***Project Management (High Rigor)***

##### **Planning**

- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
- Project Workbook, consisting of:
  1. Delivery Team Contact Information
  2. Project RASIC Chart
  3. Project Communication Plan
  4. Project Schedule

5. Project Issues & Actions Log
6. Project Change Request Log
7. Project Risk Register Log
8. Project Product Tracking Log

#### **Execution**

- Product tracking, if applicable
- Project status call agenda & notes
- Weekly project status call facilitation
- Weekly project status report, consisting of:
  1. Overall Health Status
  2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
  3. Percentage Complete
  4. Project Phase
  5. High Level Accomplishments
  6. Current Activities / Upcoming Activities
  7. Past Due Activities
  8. Project Issues
  9. Financial & Hours Summary, applicable to T&M projects
- Resource management & allocation
- Project WBS & milestone management
- Project escalations

#### **Monitoring & Controlling**

- Project Deliverable review and delivery, as applicable
- Scope management
- Document Project Change Requests (PCRs), if applicable
- Timeline & budget monitoring
- Project performance measurement
- Risk monitoring & management
- Quality management

#### **Closing**

- Project closure call
- Project Closure and Acceptance processing
- Document lessons learned, as applicable

### **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 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
	<i>Total Materials</i>	<i>\$49,197.44</i>
	<i>Total Labor</i>	<i>\$27,825.00</i>
	<i>Total Sales Tax</i>	<i>\$4,476.97</i>
<b>1</b>	<b>Project Completion</b>	<b>\$81,499.41</b>

### 4.2. Travel Expenses

Travel and expense are included. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls, and lodging). Meals, if any, will be billed at the per diem rate of \$45.

### 4.3. Invoicing

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

### 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 section 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. Ensure all sites are ready for equipment delivery. Customer is responsible for providing adequate and secure on-site storage for all product, equipment deliveries, and staging.
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 Logicalis resource(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. Customer has identified and has access to the main communications area in the occupied building.
6. 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.
7. Provide appropriate work areas for Logicalis resource(s) when they are on-site. This includes, but is not limited to, a quiet work area, telephone access, printer access and internet access.

8. 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.
9. 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.
10. 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.
11. Schedule and facilitate 'down-time' for systems and applications during certain periods during the project.
12. 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.
13. 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.
14. 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.
15. Customer will communicate any issues or changes to the original project plan and/or this SOW to Logicalis immediately upon discovery.
16. 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 uses a forty (40) hour workweek as its full-time standard designation, delivered over a five (5) day workweek, including travel to and from Customer's location(s) when applicable. Personnel may work hours other than normal business hours to accommodate their travel schedules and time zones as mutually agreed upon by the parties.
2. At the start of the project and throughout the duration of the project, the Logicalis Project Manager or other appointed personnel shall work with Customer to mutually determine any on-site requirements of non-local resources. During weeks with Logicalis-observed holidays or during periods when a resource is not required to be on-site full time, the parties will mutually agree upon an alternate full-time work schedule with the resource(s) performing project-related activities remotely.

3. For Logicalis resource(s) performing work on-site, Customer agrees that a designated and responsible Customer representative will be present at all times.
4. 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.
5. The project will involve some 'knowledge transfer.' The purpose of transfer of technology knowledge is to explain functionality provided by Logicalis 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 Customer accelerates their timeline, additional staffing or overtime to meet the new deadlines may be required. Changes to Customer's schedule must be communicated to the Logicalis Project Manager or other appointed personnel 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.

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 Arizona State Audio Visual Contract # ADSP012-032692 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](http://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

### Court Room AV Upgrade from Logicalis for City of Apache Junction

Firm Fixed Price: \$81,499.41. (Travel expenses are included).

Acceptance:

To confirm our retention and authorize work to begin on your engagement, please return a signed copy of this document along with a copy of the Purchase Order, if required. Alternatively, you may email a copy to your Logicalis Account Executive or 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's 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:

Accepted By:

**City of Apache Junction**

**Logicalis, Inc.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Apache Junction  
P.O. Number (if provided)

\_\_\_\_\_  
Logicalis Engagement Number  
(when available)

**Billing Contact:**

**Billing Contact Correction:**

Earl Simmers  
City of Apache Junction  
300 East Superstition Blvd.  
Apache Junction, Arizona 85219  
(480) 982-8002 x5147

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cc: Brent Graves, Cory Urbatsch, Justin McBee

## Section 12. Appendices

### Appendix A. General Information

## Appendix A. General Information

### Contacts

<b>Local Contact</b>	Brent Graves, Account Executive 8945 S. Harl Avenue Suite 102, Tempe, AZ, 85284 Tel: (480) 346-2304 Brent.Graves@us.logicalis.com
<b>Legal Notices</b>	Logicalis, Inc. ATTN: Legal Services 2600 Telegraph Road, Suite 200 Bloomfield Hills, MI 48302

### Document Information

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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:

**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.

**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.

# PROPOSAL

Terms	Account Manager	Date	Quote #
NET 30		06/14/16	LOGQ13917
<b>Contract:</b>			
State 12 AV ADSP012-032692			

**Customer:**

City of Apache Junction  
Earl Simmers  
**Phone:** (480) 982-8002 x5147  
**Fax:**

**Address:**

300 East Superstition Blvd.  
Apache Junction, AZ 85119  
US

**Project Name:**

Court Room AV Upgrade

**Project Number:**

OPP047874

- \* Per detailed Scope of Work.
- \* Purchase order constitutes acceptance of Quote and Scope of Work.

Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
<b>Video Conferencing</b>					
AVERUSA	COMMSE130	EVC130 + eCam Focus 1080p Videoconferencing, 88" fixed focus camera, recording	2.00	\$1,709.99	\$3,419.98
NEC	E325	32" LED Backlit Display with Integrated Tuner - 32" LCD - 1366 x 768 - Direct LED - 300 Nit - HDMI - USB - Serial - Black W/TUNER 1366 X768 RS-232 HDMI VGA	1.00	\$425.83	\$425.83
CHIEF	TS325TU	8MEDIUM, 25" EXTENSION, SWING ARMS	1.00	\$377.46	\$377.46
CHIEF	PAC116	STEEL STUD/DRYWALL ANCHOR KIT - 8PC	1.00	\$42.93	\$42.93
TE CONNECTIV	2-406483-5	CA/ASSY,MP,8P,BLK,ENHCD,C5 New Part Number	2.00	\$13.33	\$26.66
HD	MISC1	TCP-5ERUVA-BK25F			
		Misc. Hardware Kit	1.00	\$90.00	\$90.00
<b>Switching and Routing</b>					
EXTRON	60-1324-01	H.264 Streaming Media Processor	1.00	\$3,592.50	\$3,592.50
EXTRON	60-1366-12	Two Input DTP Transmitter for HDMI and VGA with Audio Embedding - Decora® Wallplate, Black - 230 feet (70 m)	3.00	\$817.50	\$2,452.50
EXTRON	26-566-03	VGA Micro HR with Audio Cable: 15-pin HD Male to Male Low-Profile Molded + 3.5mm Stereo Mini Plug Male to Male - 12' (3.6 m)	4.00	\$49.50	\$198.00
EXTRON	26-663-15	15' (4.5 m) High Speed	5.00	\$75.00	\$375.00
EXTRON	60-1271-13	HDMI Twisted Pair Receiver - 230 feet (70 m)	4.00	\$352.50	\$1,410.00
EXTRON	26-667-01	MicroDigital Ultra-Flexible HDMI Cable - 1.5' (45 cm)	10.00	\$30.00	\$300.00
EXTRON	60-190-01	1U 9.5" Deep Universal Rack Shelf Kit	1.00	\$97.50	\$97.50
EXTRON	60-1484-01	Four Input HDMI Switcher	1.00	\$517.50	\$517.50
EXTRON	26-667-03	MicroDigital Ultra-Flexible HDMI Cable - 3' (90 cm)	1.00	\$37.50	\$37.50
EXTRON	60-190-01	1U 9.5" Deep Universal Rack Shelf Kit	1.00	\$97.50	\$97.50
EXTRON	60-1075-01	HDMI Audio De-Embedder	1.00	\$592.50	\$592.50
EXTRON	60-606-01	Four Window Video Picture-in-Picture Processor	1.00	\$3,292.50	\$3,292.50
EXTRON	100-229-01	RCA Female to BNC Male Adapter - Qty. 10	1.00	\$15.00	\$15.00
EXTRON	26-600-03	Composite Video Cable: RCA Male to Male, Single 20 AWG - 3' (90 cm)	4.00	\$7.50	\$30.00
ATLAS SOUND	TSD-GPN1200	TSD, SND MSK GEN, 12W, 70V OUT	1.00	\$213.26	\$213.26
EXTRON	60-1211-01	12x8 ProDSP Digital Matrix Processor	1.00	\$1,492.50	\$1,492.50
EXTRON	60-1302-11	Two Channel Amplifier - 100 Watts Per Channel @ 100 V	1.00	\$742.50	\$742.50

**Visit**

[www.us.logicalis.com/southwest](http://www.us.logicalis.com/southwest)

**Address**

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

**Call**

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Manufacturer	Part Number	Description	Qty	Unit Price	Ext. Price
EXTRON	60-190-01	1U 9.5" Deep Universal Rack Shelf Kit	1.00	\$97.50	\$97.50
HD	MISC1	Misc. Hardware Kit	1.00	\$90.00	\$90.00
EXTRON	22-235-03	Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, 1000' (305 m) spool	1.00	\$1,792.50	\$1,792.50
EXTRON	101-005-02	XTP DTP 24 Plug, Package of 10	2.00	\$37.50	\$75.00
<b>Output Distribution</b>					
EXTRON	60-998-01	Four Output HDMI DA	1.00	\$742.50	\$742.50
EXTRON	60-190-01	1U 9.5" Deep Universal Rack Shelf Kit	1.00	\$97.50	\$97.50
EXTRON	60-1271-12	HDMI Twisted Pair Transmitter - 230 feet (70 m)	2.00	\$352.50	\$705.00
EXTRON	60-1531-12	HDMI Decora Rx, Black - 230 feet (70 m)	1.00	\$517.50	\$517.50
EXTRON	26-667-03	MicroDigital Ultra-Flexible HDMI Cable - 3' (90 cm)	3.00	\$37.50	\$112.50
HD	MISC1	Misc. Hardware Kit	1.00	\$90.00	\$90.00
<b>Control</b>					
EXTRON	60-1418-01	IP Link® Pro Control Processor	1.00	\$2,842.50	\$2,842.50
EXTRON	60-190-01	1U 9.5" Deep Universal Rack Shelf Kit	1.00	\$97.50	\$97.50
EXTRON	60-1345-02	17" Tabletop TouchLink Pro Touchpanel	1.00	\$4,492.50	\$4,492.50
EXTRON	26-518-01	Universal Projector Control Cable: 9-pin D Female to Bare Wires - 50' (15.2 m)	2.00	\$42.00	\$84.00
HD	MISC1	Misc. Hardware Kit	1.00	\$90.00	\$90.00
CISCO	SF100D-08	SF100D-08P 8PORT 10/100 POE DESKTOP SWITCH	1.00	\$102.00	\$102.00
<b>Cameras and Ceiling Microphones</b>					
VADDIO	999-2304-000	CeilingVIEW 70 PTZ Includes USB to Composite interface	3.00	\$2,088.45	\$6,265.35
HD	MISCHDWE	Misc. Hardware Kit	6.00	\$90.00	\$540.00
ASTATIC	220VPW	Variable pattern installation boundary "button" microphone White	3.00	\$231.75	\$695.25
WESTPENN	25291B	2 COND. 22 (7X30) BARE SHLD CMP	1.00	\$98.27	\$98.27
TE CONNECTIV	219538-3	TE510R-GY02: CMR UTP 4/24 C5E 1K New Part Number TE510R-GY02	1.00	\$164.34	\$164.34
TE CONNECTIV	5-557315-3	MJPLUG,8P,ROUND,SLD,24-26AWG	1.00	\$301.07	\$301.07
TE CONNECTIV	569875-5	BOOT, HOODED, 0.210 BLUE	50.00	\$0.20	\$10.00
HD	MISCHDWE	Misc. Hardware Kit	4.00	\$90.00	\$360.00
<b>Clerk Speakers</b>					
JBL	C2PS	Control 2P Stereo Set. Includes one C2PM powered master, one Passive Extension Speaker, one Power Supply and two Snap-On Angle Pedestals. Both speakers have a 5.25" Low Frequency and .75" Polycarbonate Dome Tweeter, Shielded Magnets, Molded Enclosures. Powered master incorporates 35 watts amplification x 2 channels; two Balanced XLR ¼" and two unbalanced RCA inputs; Stereo Volume Control; Stereo Headphone Jack; HF Contour Control.	1.00	\$221.00	\$221.00
EXTRON	26-642-06	Stereo Audio Adapter Cable: 3.5 mm Stereo Mini Male to Two RCA Male - 6' (1.8 m)	1.00	\$12.00	\$12.00
<b>Displays</b>					
NEC	E705-AVT	70" LED Backlit Commercial-Grade Display with Integrated Tuner - 70" LCD - 1920 x 1080 - Edge LED - 450 Nit - 1080p - HDMI - DVI - SerialEthernet W/ATSC TUNER LAN/RS-232 HDMI DVI-D	2.00	\$3,626.83	\$7,253.66
CHIEF	LTM1U	Large Fusion Micro-Adjustable Tilt Wall Mount	2.00	\$238.40	\$476.80
NEC	E325	32" LED Backlit Display with Integrated Tuner - 32" LCD - 1366 x 768 - Direct LED - 300 Nit - HDMI - USB - Serial - Black W/TUNER 1366 X768 RS-232 HDMI VGA	1.00	\$425.83	\$425.83
CHIEF	TS325TU	8MEDIUM, 25" EXTENSION, SWING ARMS	1.00	\$377.46	\$377.46
CHIEF	PAC116	STEEL STUD/DRYWALL ANCHOR KIT - 8PC	3.00	\$42.93	\$128.79
Total Material:					\$49,197.44
Total Labor:					\$27,825.00
Sales Tax:					\$4,476.97
<b>Total</b>					<b>\$81,499.41</b>

Visit  
www.us.logicalis.com/southwest

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

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

Logicalis, Inc.

City Of Apache Junction

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

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

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

PO # \_\_\_\_\_

Logicalis' terms of sale, found on our website at [www.us.logicalis.com/tcsales](http://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.

Visit

[www.us.logicalis.com/southwest](http://www.us.logicalis.com/southwest)

Address

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Tempe, Arizona 85284

Call

480.850.5050

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**EXHIBIT B**  
**FEE SCHEDULE**

Milestone Payment Schedule Table		
Milestone	Description	Amount
	Total Materials	\$49,197.44
	Total Labor	\$27,825.00
	Total Sales Tax	\$4,476.97
1	Project Completion	\$81,499.41

EXHIBIT C

WARRANTY

MFR	Description	Part #	Warranty Length
	Video Conferencing		
AVERUSA	EVC130 + eCam Focus 1080p Videoconferencing, 88° fixed focus camera, recording	COMMSE130	3 yr
NEC	32" LED Backlit Display with Integrated Tuner - 32" LCD - 1366 x 768 - Direct LED - 300 Nit - HDMI - USB - Serial - Black W/TUNER 1366 X768 RS-232 HDMI VGA	E325	3 yr
CHIEF	8MEDIUM, 25" EXTENSION, SWING ARMS	TS325TU	10 yr
CHIEF	STEEL STUD/DRYWALL ANCHOR KIT - 8PC	PAC116	10 yr
TE CONNECTIVITY	CA/ASSY,MP,8P,BLK,ENHCD,C5 New Part Number TCPC-5ERUVA-BK25F	2-406483-5	25 yr
HD	Misc. Hardware Kit	MISC1	1 yr
	Switching and Routing		
EXTRON	H.264 Streaming Media Processor	60-1324-01	3 yr
EXTRON	Two Input DTP Transmitter for HDMI and VGA with Audio Embedding - Decora® Wallplate, Black - 230 feet (70 m)	60-1366-12	3 yr
EXTRON	VGA Micro HR with Audio Cable: 15-pin HD Male to Male Low-Profile Molded + 3.5mm Stereo Mini Plug Male to Male - 12' (3.6 m)	26-566-03	3 yr
EXTRON	15' (4.5 m) High Speed	26-663-15	3 yr
EXTRON	HDMI Twisted Pair Receiver - 230 feet (70 m)	60-1271-13	3 yr
EXTRON	MicroDigital Ultra-Flexible HDMI Cable - 1.5' (45 cm)	26-667-01	3 yr
EXTRON	1U 9.5" Deep Universal Rack Shelf Kit	60-190-01	3 yr
EXTRON	Four Input HDMI Switcher	60-1484-01	3 yr
EXTRON	MicroDigital Ultra-Flexible HDMI Cable - 3' (90 cm)	26-667-03	3 yr
EXTRON	1U 9.5" Deep Universal Rack Shelf Kit	60-190-01	3 yr
EXTRON	HDMI Audio De-Embedder	60-1075-01	3 yr
EXTRON	Four Window Video Picture-in-Picture Processor	60-606-01	3 yr
EXTRON	RCA Female to BNC Male Adapter - Qty. 10	100-229-01	3 yr
EXTRON	Composite Video Cable: RCA Male to Male, Single 20 AWG - 3' (90 cm)	26-600-03	3 yr
ATLAS SOUND	TSD, SND MSK GEN, 12W, 70V OUT	TSD-GPN1200	3 yr
EXTRON	12x8 ProDSP Digital Matrix Processor	60-1211-01	3 yr
EXTRON	Two Channel Amplifier - 100 Watts Per Channel @ 100 V	60-1302-11	3 yr
EXTRON	1U 9.5" Deep Universal Rack Shelf Kit	60-190-01	3 yr
HD	Misc. Hardware Kit	MISC1	1 yr
EXTRON	Shielded Digital Twisted Pair Cable for XTP & DTP products - Plenum, 1000' (305 m) spool	22-235-03	3 yr
EXTRON	XTP DTP 24 Plug, Package of 10	101-005-02	3 yr
	Output Distribution		
EXTRON	Four Output HDMI DA	60-998-01	3 yr
EXTRON	1U 9.5" Deep Universal Rack Shelf Kit	60-190-01	3 yr
EXTRON	HDMI Twisted Pair Transmitter - 230 feet (70 m)	60-1271-12	3 yr
EXTRON	HDMI Decora Rx, Black - 230 feet (70 m)	60-1531-12	3 yr
EXTRON	MicroDigital Ultra-Flexible HDMI Cable - 3' (90 cm)	26-667-03	3 yr
HD	Misc. Hardware Kit	MISC1	1 yr
	Control		
EXTRON	IP Link® Pro Control Processor	60-1418-01	3 yr

EXTRON	1U 9.5" Deep Universal Rack Shelf Kit	60-190-01	3 yr
EXTRON	17" Tabletop TouchLink Pro Touchpanel	60-1345-02	3 yr; touchpanel display and overlay components are covered for 1 year
EXTRON	Universal Projector Control Cable: 9-pin D Female to Bare Wires - 50' (15.2 m)	26-518-01	3 yr
HD	Misc. Hardware Kit	MISC1	1 yr
CISCO	SF100D-08P 8PORT 10/100 POE DESKTOP SWITCH	SF100D-08	90 days
	Cameras and Ceiling Microphones		
VADDIO	CeilingVIEW 70 PTZ Includes USB to Composite interface	999-2304-000	1 yr
HD	Misc. Hardware Kit	MISCHDWE	1 yr
ASTATIC	Variable pattern installation boundary "button" microphone White	220VPW	1 yr
WESTPENN	2 COND. 22 (7X30) BARE SHLD CMP	25291B	1 yr
TE CONNECTIVITY	TE510R-GY02: CMR UTP 4/24 C5E 1K New Part Number TE510R-GY02	219538-3	25 yr
TE CONNECTIVITY	MJPLUG,8P,ROUND,SLD,24-26AWG	5-557315-3	25 yr
TE CONNECTIVITY	BOOT, HOODED, 0.210 BLUE	569875-5	1 yr
HD	Misc. Hardware Kit	MISCHDWE	1 yr
	Clerk Speakers		
JBL	Control 2P Stereo Set. Includes one C2PM powered master, one Passive Extension Speaker, one Power Supply and two Snap-On Angle Pedestals. Both speakers have a 5.25" Low Frequency and .75" Polycarbonate Dome Tweeter, Shielded Magnets, Molded Enclosures. Powered master incorporates 35 watts amplification x 2 channels; two Balanced XLR ¼" and two unbalanced RCA inputs; Stereo Volume Control; Stereo Headphone Jack; HF Contour Control.	C2PS	3 yr
EXTRON	Stereo Audio Adapter Cable: 3.5 mm Stereo Mini Male to Two RCA Male - 6' (1.8 m)	26-642-06	3 yr
	Displays		
NEC	70" LED Backlit Commercial-Grade Display with Integrated Tuner - 70" LCD - 1920 x 1080 - Edge LED - 450 Nit - 1080p - HDMI - DVI - SerialEthernet W/ATSC TUNER LAN/RS-232 HDMI DVI-D	E705-AVT	3 yr
CHIEF	Large Fusion Micro-Adjustable Tilt Wall Mount	LTM1U	10 yr
NEC	32" LED Backlit Display with Integrated Tuner - 32" LCD - 1366 x 768 - Direct LED - 300 Nit - HDMI - USB - Serial - Black W/TUNER 1366 X768 RS-232 HDMI VGA	E325	3 yr
CHIEF	8MEDIUM, 25" EXTENSION, SWING ARMS	TS325TU	10 yr
CHIEF	STEEL STUD/DRYWALL ANCHOR KIT - 8PC	PAC116	10 yr

**EXHIBIT D**

**LOGICALIS, INC. STANDARD TERMS AND CONDITIONS OF SALE**

**A. Order and Acceptance**

1. **Applicability.** Each Quotation issued by LOGICALIS ("Quotation") and/or Statement of Work issued by Logicalis ("SOW") is an offer to sell software, hardware, and services sold by part number ("Products") and/or professional services, managed services or cloud services ("Services") to purchaser for its own internal use and not for resale ("CUSTOMER") and includes and is governed by these Terms and Conditions of Sale ("Terms of Sale"). 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. LOGICALIS' Quotation and/or SOW and these Terms of Sale shall be deemed accepted by CUSTOMER upon LOGICALIS' receipt of a purchase order, a signed Quotation, a signed SOW, or a signed third party lease agreement for the purchase of Products and/or Services or through any other conduct that evidences the existence of a contract with respect to the Products and/or Services that are the subject of LOGICALIS' Quotation and/or SOW. Acceptance of LOGICALIS' Quotation and/or SOW and these Terms of Sale is expressly limited to the terms contained in LOGICALIS' Quotation and/or SOW and these Terms of Sale. LOGICALIS rejects any terms and conditions contained in CUSTOMER's forms that are additional to or different from those set forth in LOGICALIS' quotation and/or SOW or in these Terms of Sale.

**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 are subject to the manufacturer's 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 Use and Product Warranty Disclaimer.** CUSTOMER will not use the Products sold by LOGICALIS for use in life support, life sustaining, nuclear or other applications in which failure of such Products could reasonably be expected to result in personal injury, loss of life or catastrophic property damage. CUSTOMER agrees that LOGICALIS and the manufacturer of Products are not liable, in whole or in part, for any claim or damage arising from such use.

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 five (5) days, or as otherwise identified in the applicable Statement of Work, 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. **Limited Warranty for Staffing.** LOGICALIS warrants that any consultant provided to CUSTOMER will have the qualifications and hold the certifications represented to CUSTOMER by LOGICALIS. LOGICALIS makes no other representations or warranties with respect to the services to be provided and makes no representation or warranty that services provided by a consultant will not interrupt CUSTOMER's operations.

9. **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, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

10. **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.

11. **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.

12. **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**

13. **Price and Payment.** The prices set forth in any Quotation and/or SOW 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 Quotation and/or SOW. 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 Quotation and/or SOW includes 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 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. CUSTOMER will pay interest in the amount of one and one half percent (1.5%) per month, or the maximum allowed by law whichever is lower, on any outstanding balance owed.

**14. 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.

**15. Export.** CUSTOMER agrees to comply with all 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, the International Traffic in Arms Regulations promulgated by the United States Department of State, and any of the regulations promulgated by the Office of Foreign Assets Control of the United States Department of the Treasury. CUSTOMER covenants that it will not, either directly or indirectly, sell, (re)export (including, without limitation, any deemed (re)export as defined by applicable law), transfer, divert, or otherwise dispose of any Product or Service deliverable, or related software or technology, to: (i) any country or region of a country (or nationals thereof) subject to antiterrorism controls, or a U.S. embargo, (ii) any destination prohibited (without a valid export license or other authorization) by the laws or regulations of the United States, or (iii) any person, entity, vessel, or aircraft identified on the Consolidated Screening List, a downloadable file of which is accessible at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp) (or utilize any such person, entity, vessel, or aircraft in connection with the activities listed above), without obtaining prior authorization from the competent government authorities, as required by the above-mentioned 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 Services 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.

**16. 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) AND/OR LOGICALIS ENTERPRISE CLOUD 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.

**17. Encryption.** Customer shall encrypt at the application level all data that is considered sensitive data that must be treated as confidential under state or federal law or under Customer's contractual obligations to others. This includes, but is not limited to, Social Security Numbers, financial account numbers, driver's license numbers, state identification numbers, Protected Health Information (as that term is defined in Title II, Subtitle F of the Health Insurance Portability and Accountability Act, as amended (HIPAA) and regulations promulgated there under) and Nonpublic Personal Information (as that term is defined in Financial Services Modernization Act of 1999 (Gramm-Leach-Bliley) and regulations promulgated there under).

**18. 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.

**19. 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.

**20. 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.

**21. Publication.** Nothing contained in these Terms of Sale shall be interpreted so as to prevent LOGICALIS from publicizing its business relationship with CUSTOMER or the nature of the Products sold to or Services performed for CUSTOMER.

**22. 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.

**23. Indemnification.** CUSTOMER agrees to defend, at its expense, and to indemnify LOGICALIS against any award of damages and costs based on the claim that any materials or documentation provided by CUSTOMER to LOGICALIS during this engagement infringes a U.S. patent, copyright or other intellectual property right of any third party.

**24. Governing Law and Jurisdiction.** The validity, construction and interpretation of these Terms of Sale and the rights and duties of the Parties hereto, shall be governed by and construed in accordance with the laws of the State of Michigan, excluding its conflict of laws principles. Any legal action or proceeding arising under this Agreement will be brought either in the federal court in the Eastern District of Michigan or state courts located in Oakland County, Michigan and the parties hereby irrevocably consent to the personal jurisdiction and venue therein. The U.N. Convention on the International Sale of Goods (UNCISG) shall not apply to these Terms of Sale.

**25. 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 hereunder are not a waiver of the remedies of LOGICALIS under applicable law.

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

**27. 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.

**28. Time for Bringing Claims.** Any claim by CUSTOMER against LOGICALIS arising from or in connection with LOGICALIS' sale of Products and/or Services cannot be filed, made or maintained unless filed within six months after LOGICALIS shipped or provided the Products and/or Services in question.

**29. Understanding of the Parties.** These Terms of Sale supersede all prior or current written or oral statements, representations, negotiations, agreements and understandings.