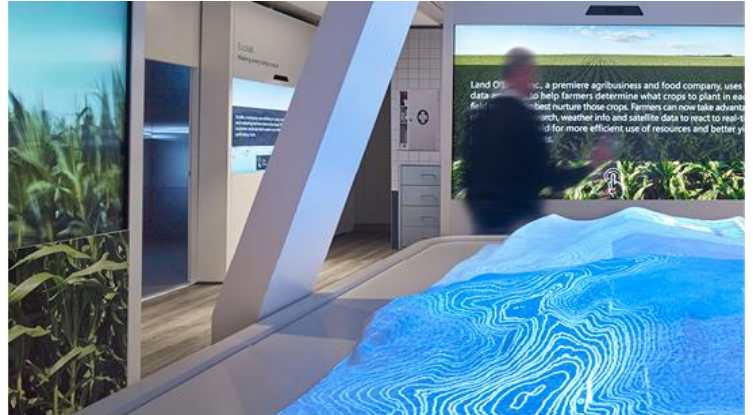


Proposal Prepared For:

City of Grand Prairie - TX

Caryl Devries: Term 2 Modified to Allow for First Year and Up to Four Additional Annual Renewals for Total of Five Years
Complies with State of Texas DIR Contract Number DIR-CPO-5078



AVI-SPL LLC

www.avispl.com

Prepared By: Craig Orris Taylor

Craig.Taylor@avispl.com

214-505-4136

Proposal No: 381160

Date: 1/5/2023

Global Support and Maintenance

AVI-SPL's Global Support and Maintenance services relieve you of the day-to-day burden of maintaining your collaboration technology estate, keeping your teams connected, and concentrated on delivering business value.

Elite Support

Our Elite services give you an extra level of **onsite** responsiveness and support with:

- * **Unlimited onsite support M-F, 8am-5pm***
- * **Unlimited remote help desk support** - available globally 24x7x365
- * Facilitation of manufacturer repair or replacement programs - **let us navigate your warranty terms**
- * **Software and firmware updates** managed remotely for covered assets



Global Support Operations Centers

- AVI-SPL's Global Support Operations Centers (GSOCs) deliver live help desk support 24x7x365.
- Offering quick and efficient email, phone, and portal communications options.
- The GSOCs will diagnose a problem, implement a repair remotely, or escalate to a specialist.

Repair/Replacement Facilitation - Some equipment may be repairable or replaced at no charge under the manufacturer's warranty policy. Labor for onsite installation of parts covered under manufacturer warranty may be subject to our current standard time and material rates. The help desk will assist in arranging the return of the defective equipment to the manufacturer for service/replacement as applicable.

Software Updates and Upgrades - Access to the help desk for customer-initiated software updates and upgrades remotely available per manufacturer recommendation. Updates are provided on a fix or fail basis. Once an issue is reported, the remote help desk coordinates with you and the manufacturer to determine the best course of action. If a specialist or a programmer, onsite help, or any other labor is required, additional charges may apply at the applicable rate for those services.

Unlimited Onsite Support - available Monday through Friday, 8 a.m. - 5 p.m.*, excluding company holidays, with travel included. Where applicable, AVI-SPL will provide a two-business day onsite response following the help desk's determination that an onsite dispatch is needed.

*Local standard time excluding AVI-SPL published holidays. For customers in the Middle East, services will be provided Sunday through Thursday from 8 a.m. - 5 a.m. local standard time, excluding United Arab Emirates (UAE) national holidays.

Global Support and Maintenance

Looking for a specific support option to supplement our Enhanced or Elite service plans? We have you covered with our flexible, à la carte PLUS options. These are available as add-ons to our Enhanced or Elite service offerings and provide you with just the right mix of support to match your needs.



Plus Options

The following PLUS options can be added as needed in any combination to an Enhanced or Elite contract:

Extended Hardware Warranty Jupiter offers a maximum of five years of HW warranty, ending 10.13.23

- * We cover repair or replacement cost of malfunctioning equipment.
- * Equipment coverage is limited to the hardware or rooms detailed in proposal. Excludes owner furnished equipment.
- * Defects in parts originating with the manufacturer will be repaired or replaced with equipment of equivalent function at no additional charge.
- * Labor for repairs, replacement, or adjustment of hardware included in this PLUS option will be performed as necessary to restore the system to original specifications or similar function at no additional charge.

Expedited Onsite Response NOT INCLUDED

- * Accelerated response times require site access, as defined in the T&C.
- * Multiple options are available if an onsite response faster than the standard two business day is required.*

Preventative Maintenance Visits (PMV's) Two annually scheduled PMV's are included for each year

- * Onsite visits that work around the scheduled use of space to ensure equipment is kept in optimal operating conditions. Onsite technicians complete a standard checklist and make recommendations to improve reliability, the in room experience, and security.
- * Preventative Maintenance checks are purchased and scheduled in advance at recommended intervals.
- * An accurate point of contact, as designated and kept current by the customer, will coordinate with the AVI-SPL help desk to schedule and coordinate the preventative maintenance checks.
- * If a scheduled preventative maintenance check is missed and a reasonable attempt has been made by AVI-SPL to reschedule, that preventative maintenance check may be void.

Consumable Replacement Not Included

- * Free replacement of high-volume consumable points of failure (examples include: lamps, bulbs, filters, fuses, batteries).
- * Consumables will be replaced when failure occurs because of normal use and wear.

*Not available in all areas. Subject to AVI-SPL approval.

Investment Summary - Proposal # 381160

Terms and Conditions

This Proposal together with AVI-SPL's General Terms and Conditions and the applicable Addendum(a) located <https://avispl.com/terms-of-use/> and incorporated herein by this reference (collectively the "Agreement") constitutes the entire agreement between AVI-SPL LLC ("Seller", "AVI-SPL", "we", "us", "our") and the buyer/customer identified in the Proposal ("Buyer", "Customer", "Client", "you", "your") with respect to its subject matter and supersedes all prior and contemporaneous agreements, representations and understandings of the Parties, written or oral. By signing below, issuing a valid purchase order for the Services and/or Products specified herein or receiving the Products and/or Services specified herein, whichever occurs first, Buyer acknowledges it has read and agrees to the terms of this Agreement. This Agreement shall not be binding upon Seller until accepted by Buyer as set forth in this Agreement and the earlier of Seller's confirmation in writing of Buyer's order and Seller's performance under the applicable Proposal. Any terms and conditions contained in Buyer's purchase order or any other Buyer-provided documents related to this transaction shall have no effect and are hereby rejected. Notwithstanding anything herein to the contrary, if a master services agreement signed by both Parties is in effect covering the sale of the Services and/or Products that are the subject of this Proposal, the terms and conditions of said agreement shall prevail to the extent they conflict or are inconsistent with this Agreement.

Billing Terms

Payment terms are Net 30 Days from the date of invoice unless otherwise specified in the Proposal.

Any support and maintenance services and remote managed services non-recurring charges outlined within this Proposal will be invoiced in full upon the earlier of customer's issuance of a purchase order and customer's signature below for Term 1. For Term 2, each year will be invoiced in full following issuance of a purchase order for that year. Any on-site managed services and remote managed services monthly recurring charges outlined in this Proposal will be invoiced monthly. All fees and payments outlined in this Proposal are in US Dollars and all billing and payment shall be made in US Dollars.

Purchase orders and contracts should be addressed to AVI-SPL LLC

Term 2 (Today till 10.23.27) Service Support Solution:

☐ Term 2 coverage in the amount of: **\$129,087.64**

Term 2 includes Year 1 pricing of \$33,899.48, and up to four additional renewal years at \$23,797.04 per year, not to exceed \$129,087.64. City to issue purchase orders at beginning of each year of Term 2 to allow for billing. Year 1 pricing includes purchase of Jupiter extended hardware warranty, which cannot be extended for any more years past October 13, 2023, that is why Years 2, 3, 4 and 5 renewal pricing is lower than Year 1

Buyer Acceptance

Buyer Legal Entity: _____
 Buyer Authorized Signature: _____
 Buyer Authorized Signatory Name: _____
 Buyer Authorized Signatory Title: _____
 Date: _____



6301 Benjamin Road, Suite 101
Tampa, FL 33634
Tel. 866.708.5034
www.avispl.com

All Pricing complies with State of Texas DIR Contract DIR-CPO-5078.

DIR Discount off MSRP for Support and Maintenance is more than the 8% required per Contract.

Prepared by: Craig Orris Taylor
Date Prepared: 01/05/23
Proposal #: 381160
Proposal Valid Until: 4/5/2023

Line #	System/Room Name	Location	Serial No.	Start Date	Term 2 End Date	Qty.	Service Description	Term 2 Unit Price	Term 2 Extended Price
Maintenance Services									
AV Room Services									
1	Grand Prairie Traffic Management Center	206 W. Church Street, Grand Prairie, TX 75050		10/14/2022	10/13/2027	1	Elite - Grand Prairie Traffic Management Center	\$55,180.00	\$55,180.00
2	PM Visits - Grand Prairie Traffic Management Center	206 W. Church Street, Grand Prairie, TX 75050		10/14/2022	10/13/2027	2	Preventative Maint. - PM Visits - Grand Prairie Traffic Management Center	\$4,253.60	\$8,507.20
AV Total:									\$63,687.20
VTC Services									
3	Jupiter Care FC Renewal	206 W. Church Street, Grand Prairie, TX 75050	C4K-1034	10/14/2022	EOSL 10/13/2023	1	Manufacture Direct - Jupiter Care FC Renewal	\$11,459.24	\$11,459.24
4	Jupiter Care Canvas Renewal	206 W. Church Street, Grand Prairie, TX 75050	CS1-DBWH-D92Y	10/14/2022	10/13/2027	1	Manufacture Direct - Jupiter Care Canvas Renewal	\$53,941.20	\$53,941.20
VTC Total:								\$65,400.44	\$65,400.44
NOTES:								Term 2 Grand Total	
** Note that the Jupiter Hardware (SN: C4K-1034) is going EOSL indicating it cannot be supported under manufacturer's warranty beyond the noted date of 10.13.23 above.								\$129,087.64	
								Term 2 MSRP:\$150,640.96	

Term 2 pricing includes pricing of \$33,899.48 for first year which ends 10.13.2023, and up to four annual renewals at \$23,797.04 per year, not to exceed Term 2 Grand Total of \$129,087.64. Pricing Year 2-5 goes down beginning 10.14.23 because Jupiter will not extend the hardware support for Jupiter Care FC Renewal for the Jupiter Catalyst 4K processor past 10.13.23. Jupiter Care Canvas Software support can be continued for all of Term 2. Grand Prairie will need to issue Purchase Order to AVI-SPL at beginning of each year of Term 2 for billing to occur.

This Entire Document and all information (including drawings, specifications and designs) presented by AVI-SPL LLC are the property of AVI-SPL LLC or its affiliate. Proprietary information provided to potential customers, clients or agents is for the sole purpose of demonstrating solutions delivery capabilities and shall be held in confidence. These Materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of AVI-SPL.

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