

# Quote



Reference Number: 1320225  
Date: December 30, 2024

City of Grand Rapids -Fire Hall/Council Chambers Support  
Renewal 2025

Prepared By: Erik Speer  
Phone: (952)905-7961  
Email: Erik.Speer@avisystems.com

AVI Systems Inc.  
9675 W 76th St, Eden Prairie, MN 55344  
Phone: (952)949-3700  
Fax: (952)949-6000

## COMPANY

City of Grand Rapids - MN  
420 N Pokegama Ave  
Grand Rapids, MN 55744

Contact: Erik Scott  
Phone: (218) 326-7612  
Email: escott@ci.grand-rapids.mn.us  
Account Number: 3230

## PROJECT SITE

City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids, MN 55744

Contact: Erik Scott  
Phone: (218)244-4139  
Email: escott@ci.grand-rapids.mn.us  
Account Number: 3230

## INVOICE TO

City of Grand Rapids - MN  
420 N Pokegama Ave  
Grand Rapids, MN 55744

Contact:  
Phone: (218) 326-7612  
Email: escott@ci.grand-rapids.mn.us  
Account Number: 3230

## COMMENTS

2025 Support Renewal dates 2/1/2025 - 1/31/2026  
Rooms Covered  
Council Chambers Additions  
Fire Hall  
System Health Check

## PRODUCTS AND SERVICES SUMMARY

PRO Support	\$9,500.00
<b>Grand Total</b>	<b>\$9,500.00</b>

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

## INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems  
PO Box 842607  
Kansas City, MO 64184-2607

**If Payment Method is ACH:** Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

**TAXES AND DELIVERY**

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

**AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI**

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

**AGREED AND ACCEPTED BY**

	<b>AVI Systems, Inc.</b>
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

**CONFIDENTIAL INFORMATION**

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

## PRODUCTS AND SERVICES DETAIL

---

### PRO SUPPORT:

<u>Model #</u>	<u>Mfg.</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	\$9,500.00	\$9,500.00

*Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.*

**SERVICES TO BE PROVIDED**

**SYSTEM SUPPORT AGREEMENT COVERAGE**

AVI Systems will perform the services below for covered systems:

<b>Entitlement Coverage</b>		
<b>Entitlement</b>	<b>Definition</b>	<b>Included</b>
Incident Management	AVI Systems provides support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	AVI Systems conducts user training to cover general operation of the system and how to contact AVI Systems for support as scheduled.	Yes
System Health Checks	AVI Systems personnel perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Biannually

AVI Systems has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

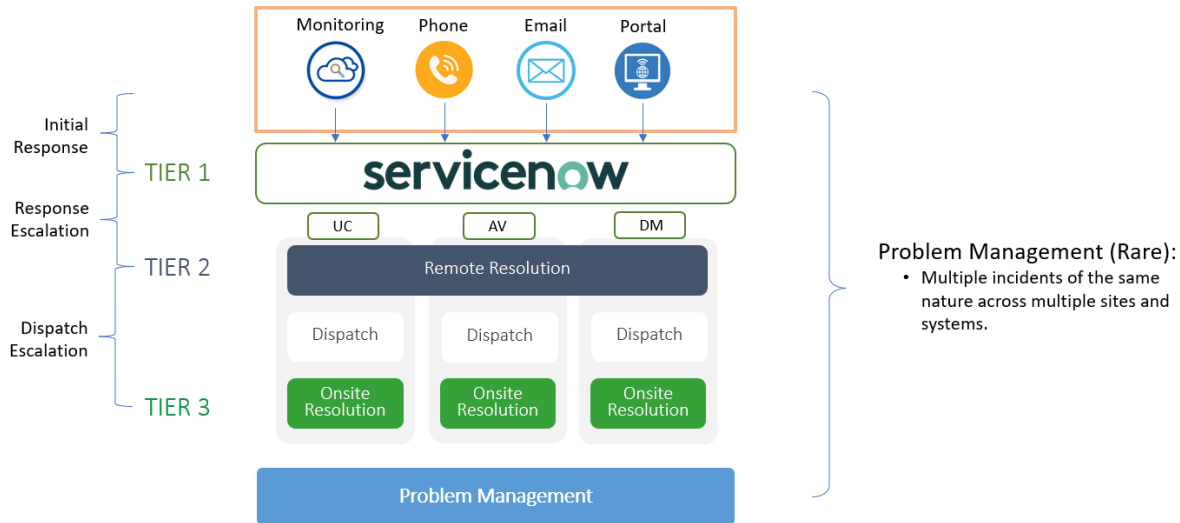
<b>Target Percentage for Standard Level Agreements (SLA)</b>					
<b>Priority</b>	<b>Details</b>	<b>Incident Management Response</b>	<b>Remote Support Response</b>	<b>Onsite Dispatch (if included)</b>	<b>Target (%)</b>
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded	Calls: 60 Seconds for calls answered  Voicemail: 2 business hours  Email: N/A	4 business hours	8 business hours	90

	<p>performance sufficient to prevent normal business operations. At this severity, both AVI Systems and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided.</p> <p><b>NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).</b></p>				
Standard (P3)	<p>Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. AVI Systems will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 2 business hours</p> <p>Email: 4 business hours</p>	8 business hours	8 business hours	90
Request (P4)	<p>Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 4 business hours</p> <p>Email: 4 business hours</p>	16 business hours	Best Effort / Scheduled	90

## SYSTEM SUPPORT WORKFLOW

AVI Systems follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
  - a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
  - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



## SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	AVI Systems will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
-------	---

AVI Systems ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

### TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

### TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. AVI Systems will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.

- Promote the incident to Tier 3 escalation as needed.

### **TIER 3 SERVICES (available as SSA master number - if included):**

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

### **PROBLEM MANAGEMENT:**

AVI Systems has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL "Problem". A "problem" in this context is the unknown underlying cause of one or more incidents, and a 'known error' is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

### **CONTACTS**

AVI Systems Service team can be reached by:

- National Support Phone: 800-488-4954
- ProService Phone 855-521-0040
- email: [support@avisystems.com](mailto:support@avisystems.com)
- Portal: Contact your local AVI Systems representative for instructions.

### **SYSTEM SUPPORT DEFINITIONS**

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

## **SYSTEM SUPPORT TERMS**

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

## **UNIFIED COMMUNICATIONS TERMS**

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

## **DIGITAL MEDIA TERMS**

Coverage Dates – Unless otherwise stated, the service coverage start date for Digital Signage Support Services for new digital signage equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Digital Signage Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. Digital Media Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

## **RSS SERVICES TERMS**

### **1. LICENSED CONTENT**

In addition to any other rights under the Agreement, AVI Systems, Inc. ("AVI Systems") grants Customer, during the term of this Agreement and subject to the terms and conditions of this Agreement, a license to use syndicated media and/or data provided by AVI Systems (the "Service") on Customer's network of public digital signage displays (the "Network"). All information offered to Customer is the sole and exclusive property of AVI Systems or its content partners. The customer agrees that it will not sell or make items from the Service available to any other entity or make the Service publicly available via the world wide web.

Customer shall not use or permit the use of material from AVI Systems in any way that compromises the integrity thereof or which infringes any copyrights or other intellectual property rights, contracts, or proprietary interests or cause the material to be displayed on any other medium other than public digital displays.

### **2. WARRANTIES AND DISCLAIMERS**

AVI Systems warrants that it is licensed to grant a license to use the content delivered by the Service as set forth herein. AVI Systems warrants that to the best of its knowledge, Customer's use of the Service in accordance with this agreement will not infringe upon any copyright or other intellectual property right of AVI Systems or any third party.

The Parties acknowledge that in normal industry practice, errors occur, and AVI Systems makes no representations and warranties as to the sequence, completeness, accuracy, and/or reliability of the Service. AVI Systems, subject to the fundamental obligation to give impartial material worthy of confidence, will make its best efforts not to contravene any laws (including, but not limited to, the law of defamation) or regulations in any country in which AVI Systems distributes the Service.

IN NO EVENT SHALL AVI SYSTEMS OR ITS CONTENT PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, ARISING FROM ANY ACT OR FAILURE TO ACT BY AVI SYSTEMS OR ITS CONTENT PARTNERS WHETHER OR NOT IT HAD ANY KNOWLEDGE ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, NOR SHALL THEY BE LIABLE FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINES FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF MATERIAL FROM AVI Systems.

### **3. SURVIVAL**

The rights and obligations of User, AVI Systems, and its content partners under the foregoing paragraphs will continue notwithstanding any termination of this Agreement.



#### 4. ARCHIVE RIGHTS

All archive rights between AVI Systems and Customer terminate upon termination of this Agreement. At that time, the Customer must delete all material received from AVI Systems within ten (10) business days from all on and offline storage.

RSS Services Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

#### **PREPAID BLOCK**

##### **PREPAID BLOCK DEFINITIONS**

**Preventive Maintenance** – AVI Systems personnel perform the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

**Remote Diagnostics** – a service whereby remote calls are made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

##### **PREPAID BLOCK TERMS**

###### **Labor Hours**

- All labor costs for services rendered will be applied against the contract amount
- Service and support outside of normal business hours (Mon – Fri / 8 am – 5 pm) will be calculated at 1.5 times the actual hours
- Technician travel time for on-site services is calculated portal-to-portal
- Any additional service hours requested beyond the contract amount will be additionally invoiced at the contract rate

###### **Parts, Materials, and Other Expenses**

- At the Customer's option, the Prepaid Block may also be applied against the cost of all parts, materials, and other expenses costs for services provided rendered; or
- Any additional parts, materials, and other expenses services costs beyond will be additionally invoiced

**Coverage Dates** – Unless otherwise stated, the service coverage date will be effective as of the AVI Systems Prepaid Block invoicing date. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Subject to any limitation under applicable law, unused Prepaid Blocks expire 24 months after issuance.

#### **PRODUCT SUPPORT AGREEMENT TERMS**

**Term** – The term of the agreement is five (5) years from the date of invoice.

**Coverage Dates** – Unless otherwise noted, the service coverage date will be effective as of the AVI Systems' Support Agreement invoicing date.

**Product Registration and Renewability** – This agreement is non-renewable, and AVI Systems requires the owner to submit serial numbers of products covered to AVI Systems within 30 days of delivery. AVI Systems will make its commercially reasonable efforts to collect such information in the event of product drop shipping.

**Service Obligations** – AVI Systems' obligations under this Agreement are limited to providing phone support for problem diagnostics, in-shop maintenance adjustments, break-fix repairs, and part replacements required for the equipment listed above in the Products and Services Detail section, hereto (the "Covered Equipment"). Such service shall be provided during normal AVI Systems business hours, and (a) shall include only maintenance for current manufactured parts and labor required to repair the Covered Equipment which has become defective through normal wear and usage, and (b) shall provide all materials and parts, and (c) is intended to keep the Covered Equipment in good working order during the term of this Agreement, (d) normal turnaround time for Covered Equipment service shall be 10 business days, and (e) does not assure against interruptions in the operation of the Covered Equipment.

**Service Exclusions** – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Covered Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Covered Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Covered Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Covered Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

**General** – AVI Systems reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein.

Product Support Agreement Terms are in addition to AVI Systems' General Terms and Conditions of Sale.