

February 14, 2012

RESOLUTION NO. 2011- 114

RESOLUTION BY THE FINANCE AND HUMAN RESOURCES COMMITTEE AUTHORIZING THE TRANSFER OF \$2,655.00 WITHIN THE COUNTY BOARD'S 2012 BUDGET AND AUTHORIZING A THREE YEAR CONTRACT WITH AVI SYSTEMS FOR THE AUDIO SYSTEM MAINTENANCE

To the Honorable Members of the Racine County Board of Supervisors:

BE IT RESOLVED by the Racine County Board of Supervisors that the transfer of funds, as set forth in Exhibit "A" that is attached hereto and incorporated herein, within the County Board's 2012 budget is authorized and approved.

BE IT FURTHER RESOLVED by the Racine County Board of Supervisors that it has authorized a three year contract with AVI Systems for the audio system maintenance ("AVI Pro Support").

Respectfully submitted,

1st Reading _____

FINANCE AND HUMAN RESOURCES COMMITTEE

2nd Reading _____

BOARD ACTION

Robert N. Miller, Chairman

Adopted _____

For _____

Against _____

Absent _____

Mark M. Gleason, Vice-Chairman

VOTE REQUIRED: 2/3 M.E.

Thomas Pringle, Secretary

Prepared by:
Corporation Counsel

Robert D. Grove

Q. A. Shakoor, II

John A. Wisch

Pamela Zenner-Richards

The foregoing legislation adopted by the County Board of Supervisors of Racine County, Wisconsin, is hereby:

Approved: _____

Vetoed: _____

Date: _____,

James A. Ladwig, County Executive

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INFORMATION ONLY

WHEREAS, there is a need to transfer funds with the County Board Budget to cover the new cost of maintenance agreement for the County Board chambers voting system; and

WHEREAS, the negotiated price is \$1,655.00 over the three (3) year term.



3275 Intertech Drive, Suite 500
 Brookfield, WI 53045
 Phone: (262) 207-1300
 Fax: (262) 207-1301

Retail Sales Agreement

Proposal Number: 11-102-001008

Bill To		Ship To		Project Location	
Attn: Terry DeBrabander Racine County 730 Wisconsin Avenue Racine, WI 53403 Phone: (262) 636-3833 Email: terry.debrabander@goracine.org Customer Number: 4562		Attn: Terry DeBrabander Racine County 730 Wisconsin Avenue Racine, WI 53403 Phone: (262) 636-3833 Email: terry.debrabander@goracine.org		Attn: Terry DeBrabander Racine County 730 Wisconsin Avenue Racine, WI 53403 Phone: (262) 636-3833 Email: terry.debrabander@goracine.org	
Date: February 06, 2012	OE#:	Sales Rep: Jerry Chaykowski - 102			
Customer PO#:	Terms: Net 30	Ship Via: Ground		Freight Terms: Prepaid and Add	
Support Agreement Start Date:		Support Agreement End Date:		TSM Approval:	
Comments: 3 Year ProSupport Agreement for Boardroom Audio System					

Products and Services Summary

Line #	Model #	Type	Mfg	Description	Qty	Discounted	Extended
1	AVISSA	Pro	AVI PRO SUPPORT	1 Year System Support Agreement.	3	\$1,655.00	\$4,965.00
Products and Services Total							\$4,965.00

The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within Net 30 days of 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.

Invoicing

AVI uses progress billing, and invoices for equipment allocated to the contract when it is received by AVI. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in detail (including applicable sales taxes due for each category of invoiced items) on a monthly basis, with payment in full required within Net 30 days of the date of the invoice. Customer is to make payments to the following "Remit to" address:

AVI Systems
 NW8393 PO Box 1450
 Minneapolis, MN 55485-8393.

Full payment is due before any support coverage or prepaid block begins. 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.

Taxes and Delivery

Unless stated otherwise in the "Products and Services Summary" above, AVI will 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 in which the product(s) and/or service(s) are provided. Customer should provide applicable tax exempt certificate for state exemption(s), otherwise AVI shall invoice for and collect all applicable taxes in accordance with state(s) law.

Agreement of Quotation and Contract Formation

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 are found at www.avisystems.com/AVITermsOfSale.pdf, form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions are referred to collectively as the "Agreement"). 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:

Customer:	AVI Systems, Inc
Signature:	Signature:
Printed Name:	Printed Name:
Date:	Date:

Services to be Provided

System Support Services To Be Provided
<p>Preventive Maintenance</p> <ul style="list-style-type: none">• Provides services to perform two on-site scheduled comprehensive maintenance sessions per year for routine cleaning, adjustments, alignments and repairs to the System. Tentative date of 1st PM visit: _____ Tentative date of 2nd PM visit: _____
<p>Training</p> <ul style="list-style-type: none">• Provides two on-site scheduled operator training sessions per year to assure any new and/or existing system users understand the system functionality.
<p>Asset Tracking</p> <ul style="list-style-type: none">• Provides informational management of the system's Individual electronic components• Provides reporting of description, model, serial numbers, in-service dates, anticipated end-of-life dates and physical location
<p>Watchdog Remote Monitoring (for systems capable of providing such notice.)</p> <ul style="list-style-type: none">• Provides internet based monitoring of the systems 7x24x365• Provides email alerts of system components, warnings and/or failures• Available only on the AMX or Crestron Control Systems that connected to an ethernet network with ability to access the Internet. SMTP protocol messages cannot be blocked by the Customer network. Individual devices to be monitored (projectors, switchers, etc.) must be controlled via 2-way RS-232, RS-422, RS485, or IP, and remote connectivity must be certified by AVI prior to initiation of service.
<p>On Demand Service</p> <ul style="list-style-type: none">• Where supported by the applicable device, provides services to perform off-site Remote Diagnostics and troubleshooting;• Where unable to resolve issue by phone, provide services to perform on-site troubleshooting to localize and diagnose faults;• Provides 5X9 service and support (Mon – Fri / 8am – 5pm local time)• Provides Priority Service by phone (within 2 hour response time on 5x9 basis);• Provides Priority Service on-site (with 8 hour response time on 5x9 basis) where on-site location is within 60 miles of an AVI Service Center; and• Provides services to perform on-site correction of problems, perform repairs and adjustments to restore system operation.
<p>Shop Service and Parts</p> <ul style="list-style-type: none">• Provides services to perform in-shop diagnostics and repair of faulty equipment• Provides materials and repair parts (excluding Catastrophic Parts, Consumables and Obsolete Equipment)• Provides Software Updates• Includes coverage for shipping to/from manufacturer for equipment sent to manufacturer for warranty diagnosis, repair or exchange; and• Provides services and travel costs to Customer location within 60 miles of the AVI Service Center (for locations see http://www.avisystems.com) to complete Preventative Maintenance.
System Support Definitions
<p>System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached SSA Equipment List with the exception of Consumables and Obsolete Equipment.</p>
<p>Priority Service – Means all work under AVI support agreements with Customers is scheduled ahead of any other on-demand work and will be provided within 2 hour or 8 hour response times as indicated within the Agreement.</p>
<p>Preventive Maintenance – means AVI personnel performing 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.</p>
<p>Remote Diagnostics – Means a service whereby remote calls 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 to provide same.</p>
<p>Catastrophic Parts – Defined as LCD / DLP panels and assemblies, plasma panels and assemblies, projection tubes and devices, CRTs, display devices image burns, prism assemblies, video head assemblies, disk drives, non-repairable circuit boards, and complete non-repairable equipment items not covered under extended manufacturers coverage..</p>
<p>Consumables – Means parts such as recording media, batteries, projection lamps and diskettes. Consumables are parts that are not included under this Agreement.</p>

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 Updates – Defined as revisions of existing software which provide maintenance to correct software errors and are provided at no charge by the manufacturer. Software and features which require additional licensing are not included under this Agreement.

System Support Terms

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

Exclusions – For situations where AVI 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 technician or other person authorized by AVI, without AVI 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 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, lightning, 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.