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Insight[®]
PUBLIC SECTOR
C-10952
06/23/2016

June 2, 2016

U.S. Communities Government Purchasing Alliance 4400006644
(RFP2000001701)
Statement of Work # 18898941

TECHNOLOGY DISPOSITION SERVICES

1 PARTIES

"Insight"

Insight Public Sector, Inc.
6820 S. Harl Avenue
Tempe, AZ 85283
Attn: Andrew Strelow

"Client"

City of Glendale
6835 N 57th Dr., Ste. 100
Glendale, AZ 85301-3218
Attn: Claire Smith

2 SCOPE OF SERVICES

Insight is pleased to perform the following services ("Services") under the terms and conditions of this Statement of Work ("SOW").

2.1 Service Description

Insight will act as Client's agent to dispose of or remarket certain Assets owned by Client. These Services are available in the continental US only. Pick-ups in Hawaii and Alaska may incur additional processing and shipping charges. The term "Assets" includes, without limitation, personal computers, servers, monitors, laptops, networking, printers, facsimile machines, and other computer equipment and peripherals as set forth in a "Settlement Report" (defined below) and as agreed to by the Parties from time to time. The term "LOT" or "LOT Number" is defined as a unique, alpha-numeric identification number assigned, at the time of pick-up request, to asset(s) that will be processed under the scope of this SOW. More than one LOT Number may be assigned per pick-up if required.

2.2 Deliverables

Insight will provide the following Deliverables:

1. **Reporting.** Upon final settlement of each transaction, Insight shall make available to Client a Settlement Report, a LOT-level Certificate of Recycling and/or Certificate of Erasure listing applicable serial numbers. The Settlement Report, Certificate of Erasure, and/or Certificate of Recycling, along with any invoice, constitute Insight's full reporting requirements.
 - a. **Settlement Report.** Insight will make available to Client a settlement report, which details at a line-item level: all fees, costs, remarketing, Asset detail, and disposition path (sold, teardown, redeployment or scrap).
 - b. **Certificate of Erasure.** Insight will make available to Client a Certificate of Erasure for all data-bearing Assets after the processing of such Assets.
 - c. **Certificate of Recycling.** Insight will make available to Client a Certificate of Recycling for Assets that are disposed. All Assets will be disposed in an EPA-compliant manner.
2. **Limit of Reporting Liability and Report Availability.** Insight shall have no back up or archival responsibilities for these reports or Certificates or any Client data and shall not be liable for unprotected data loss.
 - a. **Limit of Availability.** Insight will maintain access to the Settlement Report, Certificates of Recycling, and/or Certificates of Erasure for a period of 1 year from issue of Settlement Report within the limits of backup or archival responsibilities previously indicated. After that period expires, providing these reports to Client will be on a best-

effort basis by Insight, and may be subject to Special Reporting fees as described later in this document.

2.3 Insight Responsibilities

Insight is responsible for the following:

1. **Insight Warranty.** Solely for purposes of this SOW, Insight represents and warrants that the Assets will be disposed of in an EPA compliant manner, in compliance with all applicable laws, rule and regulations. If the Assets are remarketed, Insight makes no representation or warranty and shall not be liable for any claims with respect to environmental problems arising out of or in connection with hazardous materials or chemicals contained in the Assets. EXCEPT AS EXPRESSLY SET FORTH IN THIS SOW, INSIGHT MAKES NO OTHER REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
2. Insight will provide the applicable and necessary labor, supervision, maintenance, consultation, and/or materials to perform the Services and provide the Deliverables described in this SOW. For purposes of this SOW, "Deliverables" means any materials produced in the course of performing Services listed or specifically required to be delivered to Client under this SOW.

2.4 Client Responsibilities

The estimated duration and associated fees presented in this SOW are based on the following Client Responsibilities. Should any element(s) of these be lacking during execution of Services, additional time, associated fees, and expenses may be required.

Client is responsible for the following:

1. **Client Warranty.** Client represents and warrants that it has, and will have at the time of remarketing of the Assets, good and marketable title to all the Assets delivered hereunder, free and clear of all security interests, mortgages, liens, pledges, claims, charges or encumbrances.
2. Client will provide an Asset Disposition contact with decision-making authority to support the scope of services described in this SOW.

2.5 Resource Team

Project Sponsor, City of Glendale - Claire Smith
Services Account Executive, Insight - Scott Johnson
Account Executive, Insight - Andrew Strelow
Director, Disposition Services, Insight - Jeanne Hamlin
SOW Prepared by, Insight - Lisa Czarnecki

2.6 Change Request Procedure

If an alteration to the scope of work in this SOW, including Deliverables, hours needed to complete work, milestones and related pricing, is identified by either party; it shall be brought to the attention of the other party's management by completing and submitting a Change Request Form, which is incorporated into this SOW as Attachment 1. Each party's respective management will review the form to determine whether a modification to the scope is necessary and what effect the implementation of such change may have on the project. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. Estimated turn-around time for such determination is 5 days. If both parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties. If either party rejects a request for a change in scope or if the parties cannot agree on an adjustment, Insight shall proceed to fulfill its obligations in accordance with this SOW as previously agreed upon.

Note: When contract 4400006644 (RFP2000001701) expires, no Change Requests for additional Services will be accepted.

3 SCHEDULE

3.1 Start Date

The project start date will be mutually determined upon receipt of this signed SOW and, if applicable, a valid Purchase Order (PO). A minimum lead time of 20 business days from receipt of both documents may be required for scheduling purposes.

3.2 Term

The term of this SOW will start on the SOW Effective Date and will continue until either party terminates as indicated in the Termination Section below.

4 PRICING/INVOICING

The fees charged for Services are set forth in the Fee Schedule stated below. Fees are effective for a period of one year from the SOW Effective Date and subject to review on an annual basis upon 30 days' notice. Any such adjustment to the Fee Schedule will be by written amendment to this SOW.

Insight will invoice Client on a per-completed transaction basis. The invoice will set forth the amount due to Insight for Services, less any amounts due Client from the resale of the Assets, as outlined in the Remarketing Program under the Fee Schedule. If the value of remarketed Assets exceeds the amount due on the individual transaction, Insight shall issue a credit to Client in the form of a Credit Memo or check for any remaining amount. Invoice and/or settlement of proceeds for resale will be a single transaction per LOT and may take 60-90 days after pick-up and processing of assets. In the event there is a Credit Memo or check due, such credit will be issued by the end of the calendar month following the month in which Insight received the resale proceeds or, if less than \$25, at the end of the financial quarter via a true-up reconciliation process that will include any transactions under \$25 completed within that specific quarter. Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

Insight will invoice Client Box Kit or Label fees upon request and shipment of either item. The invoice will set forth the amount due to Insight as outlined in the Box Kit /Label Program under the Fee Schedule. Insight reserves the right to hold invoices for Labels until the invoice amount reaches \$25. Audit, Testing, Disposal, Remarketing, and freight will be billed when the asset is returned and processed accordingly.

FEE SCHEDULE

SERVICE	DESCRIPTION	FEE
Auditing and Testing, Disposal	Auditing, testing and DOD data erasure prior to disposal. Certificate of Erasure and Recycling including serial numbers will be provided.	\$16.83 per Asset
Auditing and Testing, Remarket	Auditing, testing and DOD data erasure prior to re-market of each Asset. Certificate of Erasure including serial numbers will be provided.	\$13.86 per Asset

Auditing and Testing, Redeployment Services	Audit, testing and DOD data erasure, kitting (if applicable) box and label prior to redeployment of each Asset to the destination request by Client. Fee does not include specialized kitting supplies and transportation to the next destination. Certificate of Erasure including serial numbers will be provided.	\$31.68 per Asset
Loose hard drive, tape and handheld device disposal (cell/land line phones, PDAs, barcode scanners)	Auditing, testing and DOD data erasure prior to disposal. Certificate of Erasure and Recycling including serial numbers will be provided.	\$8.91 per Asset
Box Kit Program	Box Kit is utilized for small pick-ups with a combined weight of 30 pounds or less. The Box Kit fee includes: <ul style="list-style-type: none"> • Box with tape and packing materials • Pre-address return label with LOT number for tracking • Freight to Client Client will be invoiced for the Box Kit fee upon request. Client will be invoiced for inbound freight at Insight's preferred carrier rate/cost unless using Client's own carrier. Upon return of Box Kit, applicable remarketing, labor and freight fees will apply as indicated in the Schedule of Fees.	1 Box: \$39.60 2 Boxes: \$74.25 3 Boxes: \$108.90
Label Program	The Label program is utilized for custom generated pre-addressed return labels for small shipments from the client where a Box Kit is not needed. The Label Fee includes: <ul style="list-style-type: none"> • Custom label with return address • Assigned LOT number for tracking Client will be invoiced for inbound freight at Insight's preferred carrier rate/cost unless using Client's own carrier.	\$7.92 per Label
Remarketing Program	Client shall be credited net proceeds from the remarketing of Assets received by Insight less freight and labor fees.	Credit of 65% of net proceeds less freight and labor fees
DOD Drive Erasure	The DOD (Department of Defense 5220.22M) hard drive wipe consists of 3 iterations, considered to be 7 passes featuring multiple overwrites with random characters, rendering the data on the drive completely erased and unrecoverable.	There is no fee for this service
Per Pound Disposal	Client can direct Insight to process any asset at a per pound fee with the understanding that there will be no DOD wipe, serial number capture, tracking or reporting. These items will need to be boxed separately and identified before pick-up or delivery to the processing facility.	\$0.54 per pound

UPS/ Battery Disposal	UPS and loose laptop batteries will be disposed of at a rate of \$0.99/lb.	\$0.99 per pound
Special Reporting	Customized reporting, as requested and mutually agreed upon.	\$99.00 per hour, 2-hour minimum billing
Transportation and Insurance	<p>Client is under no obligation to use Insight to arrange transportation of Assets to processing facilities.</p> <p>If Insight arranges for transportation, freight and insurance will be billed to Client at Insight's actual cost.</p> <p>If the Assets are to be insured at Client's written request, the Assets will be insured during transport at an additional charge based on the declared value.</p>	Actual costs
Additional Disposition Services	<p>Additional on-site, disposal or relocation services may be requested by Client on a single event basis.</p> <p>Insight will provide a quote for additional services</p> <p>Electronic acceptance of the quote by Client will constitute a binding arrangement as per the terms of this SOW.</p> <p>Repetitive single-event services will require a formal Change Request Form to be completed in accordance with this SOW.</p>	As quoted

A 1% discount from Insight list price has been applied to all fees in table above.

In order for Insight to accept Purchase Orders against this contract, Client must be registered with the U.S. Communities Government Purchasing Alliance. Registration can be completed by going to www.uscommunities.org.

5 SPECIAL TERMS, CONDITIONS AND ASSUMPTIONS

5.1 Order of Precedence

Where the terms and conditions of this SOW conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) shall prevail.

5.2 Project Kickoff

A project kickoff meeting will be held to review project expectations, discuss IT infrastructure design, discover any possible problems/risks, and formulate an appropriate plan (including a firm engagement schedule and downtimes).

5.3 Delivery, Freight, and Risk of Loss during Transit

If Insight arranges for transportation of the Assets, Client shall pay for freight and insurance (if any). If Client arranges for transportation of the Assets, Client shall be responsible for any charges associated with Client's selected carrier, carrier shipping arrangements, and any reconciliation/remediation activities resulting from an Asset loss. Client is responsible for deinstallation of the Assets, oversight of proper packaging of the Assets and consolidation to a centralized area for pick-up, unless otherwise mutually agreed upon in writing, including any associated costs. Risk of loss during transit will remain with Client and insurance of all shipments is at Client's discretion and expense.

5.4 Title

The Assets shall be delivered on consignment. Title to all Assets consigned to Insight hereunder shall remain with Client until the Assets have been destroyed, or remarketed and delivered to a buyer of the Assets.

5.5 Risk of Loss During Storage

Insight accepts customary, custodial responsibilities for warehousing of the Assets, including appropriate safeguards against unauthorized access. Insight, however, shall not have any responsibility for damage caused by acts of God, acts of war, civil commotion, riots, strikes, lockouts or other labor disturbances, accident, fire, water damage, flood or other natural catastrophe. Insight also does not have any responsibility for a decline in the market value of the product during the warehousing period.

5.6 Termination

Either party may cancel this SOW for any reason upon 30 days' prior written notice to the other party. Upon notice of termination, Insight shall cease performance of all Services without liability to Insight and shall return all Assets stored by Insight to Client.

5.7 Constraints

Work that is not included in the Scope section is considered to be out of scope. Any out of scope work must be verified and pre-authorized by Insight prior to commencement through the Change Request process.

5.8 Reference

Upon successful completion of the engagement, Insight may use the Project as a reference for external purposes. This may include verbal endorsements, printed advertisements, and other marketing references to prospective customers and third parties. Any reference activity will be mutually agreed upon in writing by Insight and Client.

5.9 Terms and Conditions

The General Terms and Conditions attached are incorporated and made part of this SOW.

General Terms and Conditions

1. Entire Agreement. The scope of services, special terms associated with the Services and these General Terms and Conditions are together one agreement between Insight and Client, collectively referred to as the "SOW". Contract 4400006644 (RFP2000001701) and this SOW, together with all attachments, exhibits and addenda, form the entire agreement between the parties. Where these General Terms and Conditions conflict with the terms and conditions of the U.S. Communities Contract 4400006644 (RFP2000001701), the terms and conditions of Contract 4400006644 (RFP2000001701) will prevail.

2. Term. This SOW begins on the date last signed by the Authorized Representative of each party and will expire upon the completion of the Services or as otherwise provided under Section 3 below.

3. Termination. Insight or Client may terminate this SOW with or without cause with 30 days prior written notice to the other party. Termination does not relieve Client's duty to pay for Services performed, or fees or expenses incurred, in accordance with this SOW.

4. Invoicing/Payment. Services will be invoiced in accordance with this SOW. Client must pay all undisputed invoices in full within 30 days of the invoice date, unless otherwise specified under the SOW Special Terms, Conditions and Assumptions. All payments must reference the invoice number. Unless otherwise specified, all invoices shall be paid in the currency of the invoice.

(a) **Credit/Late Payment.** Insight retains the right to decline or extend credit and to require that the applicable purchase price be paid prior to performance of Services on the basis of changes in Client's financial condition and/or payment record. Insight also reserves the right to charge interest of 1.5% per month or the maximum allowable by applicable law, whichever is less, for any undisputed past due invoices. Client is responsible for all costs of collection, including reasonable attorneys' fees, for any payment default on undisputed invoices. In addition, Insight may terminate all further work if payment is not received in a timely manner.

(b) **Taxes.** Federal, state and local sales, use and excise taxes and all similar taxes and duties, (excluding taxes based on Insight's income, assets or net worth), are the sole responsibility of Client and will be separately itemized on the invoice. Client may provide Insight a tax exemption certificate, which will be subject to review and acceptance by Insight.

5. Services.

(a) **Licenses.** Client is solely responsible for acquiring and maintaining valid software licenses for authorized and installed software products (whether installed on Client's machines by Insight as individual products or part of a software image, or by any other party or method).

(b) **Intellectual Property Rights.** Insight retains all right, title and interest in any pre-existing intellectual property that is owned by Insight ("Insight IP"), and which may be used in carrying out the Services, including any modifications or improvements made to Insight IP during or as a result of the Services to be performed under this SOW. Except for Insight IP and upon payment in full of all amounts due Insight, all documents, drawings, specifications, information, patents, patent applications, inventions, developments or processes or any copyrightable material originated and developed by Insight specifically for Client as part of the Services to be performed by Insight under this SOW ("Work Product") shall be owned by Client. Insight hereby grants Client a worldwide, non-exclusive, royalty-free, perpetual, without the right of sublicense, license to use Insight IP in the course of Client's internal, business operations.

6. Limited Service Warranty. Insight represents and warrants that:

(a) It has the full power and authority to enter into this SOW;

(b) It has all other rights necessary for the performance of its obligations under this SOW, without violating any rights of any other party;

(c) Services performed by Insight will: (i) be performed in a timely, competent, professional and workmanlike manner; (ii) substantially conform to the written specifications under this SOW for 30 days from completion, or for such other warranty period as may be indicated under the Special Terms, Conditions and Assumptions of this SOW; (iii) be in compliance with all laws, rules and regulations applicable to Insight's performance under this SOW; and

(d) The use of Work Product shall not infringe on any U.S. patents, copyrights, trademarks, or trade secrets of any third party

7. Warranty Disclaimer. THE EXPRESS WARRANTIES IN THIS SECTION 6 ARE IN LIEU OF, AND INSIGHT EXPRESSLY DISCLAIMS, ALL OTHER WARRANTIES IN RELATION TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE TO THE EXTENT PERMITTED IN LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD.

No agent or employee of Insight or any other party is authorized to make any warranty in addition to those made in Section 6. Insight will have no obligation with respect to any warranty Claim if the Claim is the result of damage

caused by unauthorized modification, or any abuse or misuse by Client or any third party not performing under the direction of Insight, or damage caused by disaster such as fire, flood, wind or lightning.

8. Remedies. In addition to the remedies contained in Contract 4400006644 (RFP2000001701), Insight shall provide the Client the following remedies:

(a) **Services.** Client's remedy for non-conforming Services discovered upon completion or during the warranty period shall be the re-performance of any deficient Services at Insight's expense. No re-performance shall extend any warranty period. If Insight is unable to remedy any deficient Services within 30 days of notice or such additional time as may be agreed upon by the parties, Insight will, at its option, provide a credit or refund of any fees paid for the specific non-conforming Services.

(b) **Credits.** Any credits issued to Client by Insight for any reason must be applied by Client within 2 years from the date the credit is issued. If not used within such period, credits will automatically expire.

9. Confidential Information. Insight and Client will maintain in confidence and safeguard all Confidential Information, as defined in this SOW, of the other party, its affiliates, and its clients. Confidential Information will include, but is not limited to trade secrets, know-how, inventions, techniques, data, client lists, financial information, and sales and marketing plans of the other party, its affiliates, or its clients. Both Insight and Client recognize and acknowledge the confidential and proprietary nature of any Confidential Information as well as acknowledge the irreparable harm that could result to the other party, its affiliates, or its clients if such Confidential Information is disclosed to a third party or used for unauthorized purposes. Insight and Client agree to use any Confidential Information only for the purpose of conducting business with each other and their clients in the manner contemplated by this SOW. Insight and Client will restrict disclosures of any Confidential Information to only those personnel who have a need to know and will bind such personnel to obligations of confidentiality to the same extent that each party is bound by this SOW. Upon completion or termination of this SOW or upon request of Insight or Client, the other party will promptly return all materials incorporating any such Confidential Information and any copies thereof to the owner of such Confidential Information. For purposes of this SOW, the obligations will not apply to information that has already entered the public domain other than by Insight's or Client's breach of this SOW; was acquired by Insight or Client before receiving such information from the other party without restriction as to use or disclosure; is hereafter rightfully furnished to Insight or Client without restriction as to use or disclosure by a third party authorized to make such disclosure; or is information that was independently developed by Insight or Client without reference to Confidential Information. In addition, Insight and Client agree that the terms of this SOW and any resultant purchase order are not Confidential Information pursuant to this provision and can and will be shared with U.S. Communities Government Purchasing Alliance.

9. Indemnification. See Contract 4400006644 (RFP2000001701) for Indemnification provisions.

10. Limitation of Liability. See Contract 4400006644 (RFP2000001701) for Limitation of Liability provisions.

11. Security and Backup. Client is responsible for the security of its network, including the backup and other protection of its system and data, against loss, damage or destruction by third parties. Insight will not be liable for any damages resulting from security breaches of Client's network or data, except to the extent caused by Insight's sole negligence or willful acts or omissions. This disclaimer is in addition to, and not instead of, any other disclaimers and limitation of liability in this SOW.

12. Insurance. See Contract 4400006644 (RFP2000001701) for Insurance provisions.

13. Notices. Any notice required or permitted to be given hereunder must be in writing and is considered received: (1) when personally delivered; (2) one (1) business day after having been sent by overnight mail via a professional carrier; or (3) when sent via facsimile or electronic mail, receipt confirmed, with an original document placed in the mail within 5 business days of the date of that facsimile or electronic mail. All business communication will be sent to the addresses set forth above or to other persons or addresses as either party designates in writing to the other. Legal notices must be sent with a copy for Insight addressed to: Insight, 6820 South Harl Avenue, Tempe, AZ 85243, Attn: Legal Department.

14. Governing Law. This SOW will be governed by the substantive laws of the State of Arizona without giving effect to any conflict-of-law rules.

15. Non-Solicitation & Non-Hire. Both parties agree that during the time that Insight is rendering Services under the terms of this SOW and for one year following the cessation of such Services, neither party will directly or indirectly solicit, offer employment or hire any current or former employee or consultant employed by or hired by the other party involved in the performance of this SOW. This provision does not restrict the right of either party to solicit or recruit generally in the media and does not prohibit either party from hiring an employee of the other who answers any advertisement or who otherwise voluntarily applies for hire without having been initially personally solicited or recruited by the hiring party.

16. General. Any subsequent additions, deletions or modifications to this SOW are not binding unless agreed upon in writing by authorized representatives of both Parties. If any part of this SOW is for any reason found to be invalid, illegal or unenforceable, all other parts will still remain in effect. A delay or failure to exercise or partially exercise any right under this SOW does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition. Neither party may assign its duties or rights under this SOW, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Insight will have the right to assign this SOW to its affiliates. Insight may subcontract any or all of its obligations hereunder to one or more qualified parties without Client's prior consent, unless otherwise restricted

in this SOW. Insight is not responsible for default or delays caused by Client's failure to provide accurate instructions, information, access to facilities or suitable product or application environment. Neither party will be liable for any delays in the performance of this SOW due to circumstances beyond its control, including but not limited to acts of nature, acts of government in its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages, material shortages, or loss of electrical power, telecommunications or similar infrastructure. Client represents and warrants that no technical data furnished under this SOW will be exported from the United States except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). The provisions of this SOW, which by sense and content are intended to survive, including but not limited to the sections related to payment, warranties, remedies, indemnification, confidentiality and limits of liability, will survive the expiration or termination of this SOW. Insight is an independent contractor to Client. No personnel employed or engaged by Insight to perform the Services for Client will be considered Client's employees, agents, partners, joint venture partners, or franchisors. Insight has sole responsibility for the direction of its employees and has the right to fire, hire, suspend, layoff, transfer or reassign employees at will without the consent of Client.

Signature Page Follows

The following section must be completed before this SOW can be processed:

Invoicing Procedures:

1. Method (Client to select one option below):

Mail Invoice - Hard copy invoice will be mailed to:

Company Full Name:

Address:

Attention: Accounts Payable or:

Accounts Payable Contact:

Phone:

Email Invoice - Invoice copy will be sent electronically via e-mail to: Claire Smith, crsmith@glendaleaz.com

2. PO Process (Client to select one option below):

Client issues system-generated POs or internal reference numbers for service engagements.

Please fill in the PO Number below and attach a hard copy of the PO to this signed SOW. Note: Services cannot be performed until a hard copy of the PO is received, or Billing Reference is provided.

PO Number:

PO Release Number (if applicable):

Internal Billing Reference Number/Name:

Client does NOT issue system-generated PO for service engagements.

Accordingly, performance of and payment for any Services under this SOW do not require, and are not contingent upon, the issuance of any PO or other similar document.

By signing below, the undersigned agree they are bound by the terms of the U.S. Communities Contract 4400006644 (RFP2000001701) and this SOW, which includes the Statement of Work, Attachment 1, and the General Terms and Conditions.

INSIGHT

By:

Signature of Mike Gaumond, Authorized Representative

Print Name:

Mike Gaumond

Title:

SUP

Date:

7/25/2016

CLIENT

By:

Signature of Daryl Bergman, Authorized Representative

Print

Name: Daryl Bergman

Title: Information Technology Manager

Date: 6/23/2016

Approved as to form

Signature of City Clerk

Signature of City Attorney

Attachment 1



CHANGE REQUEST FORM			
CHANGE REQUEST # [INSERT CHANGE REQUEST #]			
Client	Original Project Name	Original SOW #:	
Insight Services Manager	Client Project Sponsor	Request Date	
Purchase Order to Apply to Changes: PO # _____			
<u>Change Request Summary</u>			
Original Scope Task			
Reason for Change			
Description of Change			
Project Schedule			
Project Pricing			
Deliverables			
<u>Signatures</u>			
Insight Authorized Signer:		Date:	
Print Name:	Title:		
Client Authorized Signer:		Date:	
Print Name:	Title:		



Insight Confidential & Proprietary

Client City of Glendale
 By: Lisa Czarnacki
 Date: 5/26/2016
 Expiration Date: 6/9/2016
 Quote # 4375

Estimated Remarketing to Client	\$9,100.00
Estimated Remarketing Labor Fees	-\$28.00
Estimated Freight NOT Included	TBD
Estimated Check/Credit to Client	\$9,072.00

- NOTES**
- Prices good for 14 days
 - Processing time from pick up to payment or invoice is 60 - 90 days
 - Prices are for GRADE B, good, working complete units with all parts. Cosmetics also must be good condition to receive full FMV.
 - Deductions will be made for items received with missing or damaged parts
 - All passwords must be removed from all devices prior to shipping
 - Quote does not include freight but Insight can arrange transportation that will be at Insight's direct cost and at client's expense
 - Quote includes all Certificates of Erasure and Recycling where applicable
 - Work can begin with a fully executed Statement of Work

Volatility Index	
low volatility, stable market	
moderate volatility	
high volatility, susceptible to sudden	

Remarketed Assets

Asset ID	Asset Description	Product Family	Volatility	Quantity	Device FMV	Total FMV	Remarketing To Client	Remarketing Labor	Net to Client	Total to Client
WS-X6908-10G-2T=	Cisco Catalyst 6900 Series 8-Port 10 Gigabit Ethernet Fiber Module with DPC4 - expansion module - 8 ports	Networking	2	Estimated Remarketing	\$ 7,000.00	\$ 14,000.00	\$ 4,550.00	\$ 14.00	\$ 4,536.00	\$ 9,072.00
						\$ 9,100.00	Estimated Labor	-\$28.00		\$ 9,072.00