RESOLUTION NO. 41-07 CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jouglas C. Cline	ON
THE 17th DAY OF September 1, 2007.	

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ACCEPT A PROPOSAL SUBMITTED BY DIGITAL & ANALOG DESIGN FOR THE PURCHASE OF A TELEPHONE SYSTEM INCLUDING INSTALLATION AND TRAINING FOR THE CITY OF CENTERVILLE, OHIO.

WHEREAS, the City of Centerville requested proposals for a telephone system to replace the current Centrex telephone system and other telephone systems used in City facilities; and

WHEREAS, proposals were received from sixteen vendors for the new telephone system; and

WHEREAS, Digital & Analog Design submitted a proposal to provide the equipment for the new telephone system, install the new system and provide training on the new system; and

WHEREAS, as a result of a complete analysis of all proposals received, it has been determined that the proposal received from Digital & Analog Design is the best proposal.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager is hereby authorized to enter into a contract with **Digital & Analog Design (dad)**, for the purchase of a new telephone system including installation and training at a cost of \$128,347.98 (per state bid pricing schedules). An itemized listing of the purchase is marked as Exhibit "A," attached hereto and incorporated herein.

Section 2. That the City Manager is hereby authorized and directed to execute and deliver any and all documents, certifications, and representations as he deems necessary or desirable to accomplish the purposes and terms of this purchase.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED this 17-ce day of September, 2007.

Mayor of the City of Centerville, Ohio

ATTEST:

Olerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of resolution Number 41-07, passed by the council of the City of Centerville, Ohio, on the 17th day of 5ep tember, 2007.

Clerk of Council

Approved as to form, consistency with the Charter and Constitutional Provisions.

Department of Law Scott Liberman Municipal Attorney



12125 Ellington Ct - Cincinnati, Ohio 45249

Tel: 513 489-7660	Toll Free:	1-800-362-6300	- Fax:	513-489-0520
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(Authorized Signature)

(Typed or Printed Name Title)

(Date)

	A.	4374	Tuller	Road -	Dublin, Ohio	43017
.]	6910	Treeli	ne Dr.	Su: E	Brecksville,	Ohio 4414

	Buyer Phone:	937-433-7151
Installation		ESTIMATED INSTALL DATE:
Addenas:	MINISTER C DAM THE	ESTIMATED INSTALL DATE:

This Agreement is between Digital & Analog Design Corp. and the undersigned (Buyer).

Buyer:

Street Address:

City, State, Zip

SALES AGREEMENT

No.

100 West Spring Valley Rd.

Centerville, OH 45458

City of Centerville

QTY	PART NUMBER	DES	CRIPTION	- 100 100 10		
1	CIX670VMPKGSM	CIXE	370 Voice Mail Sma	all System "Build-a-bu	ndle" Flexible Pa	ıckage
1				cessor (Ports 1-192)		
1		Rem	ote Maintenance Mo	odem for ACTU, ACTU	I-S, LCTU, or BC	ΓU (AMDS1A).
1	CRSUB672A			se Cabinet with Powe		
1	CSU T1/PRI**	Char	nnel Service Unit fo	or T1 and/or ISDN PR	l circuits	
33	IPT2010-SDLIC	10-bi	utton IP Speakerph	one Small LCD with I	P Endpoint Licer	ise.
16	LIC-CIX-STRN-CH	Licen	se for one Strata N	Net Channel		
2	LIPS-X1A	16-ch	nannel IP Interface	Sub-assembly.		
3	LIPU-X1A	16-ch	nannel IP Interface	Unit.		
1	RCOS3A	4-circ	uit analog Loop St	art CO Line Subasser	mbly	
1	RCOU3A	4-circ	uit analog Loop St	art CO Line Interface	Unit	
1	RPRI-CBL-KIT	ISDN	PRI Cable Kit with	Ferrite Core.		
1	BPTU1A	ISDN	Primary Rate Inter	face Unit.		
1	BSTCIU1A	8-circ	uit Standard Telep	hone Interface with M	W	
1	MAS-12VM-PKG	Media	Application Serve	r package with 12 Po	rt VM licenses.	
1				r & software w/o VM//		I-XPPRO)
3				e for MAS(LICMAS4F		
1	LICMAS-APPLSWA		ACD Application St			
1		MAS	ACD lic.(10A/1VA,	10 NP/Chat,myTaskel	Reporter)(LICMA	S-APPLSW)
1				Strata CIX and CTX S		0.00
	☐ For additional		t See Continuation		**************************************	
T: INCLUDES	EQUIPMENT INSTALLATION, TESTING	G, TRAINING.	Purchase Price	Plus Tax	Total	
	PROGRAMMING AND RTS AND FIVE YEAR LABOR WARRAN TOSHIBA EQUIPMENT.		CONT		CONT	
	□ Lease Terms			□ Cash Term	ns	~
			\$0.00	(50%) Deposit		
0	Months @ \$ 0 Per Month	(plus tax)	\$0.00	(40%) On Commenc	ement of Installa	tion
			\$0.00	(10%) Upon Comple		
	\$ Depos is NOT Approved or Detayed, Buyer Agrees To The Cash alog Design May Proceed With Ordering And Installing Th	Terms So		The second secon		
yer's Initials		1577	Buyer's Initials			
ils Agreement Is	Good For 30 Days. Not Binding On Digital and Analog Design Acknowledges Receipt of Terms And Cor	n Until Accepte	d In Writing By A Digita	al and Analog Design Corp	oration Authorized F	Representative.
	The state of the s	The crement	Account Executive	- Corporation	Date	
ENT:				L		
gal Entity Name)			(Legal Entity Name)			
			,	Digital and Analog Desi	gn Corporation	

(Authorized Representative)

(Typed or Printed Name, Title)

			SALES AGREE	MENT N	lo.	81470-	2
	A & ANALOG DESIGN		Buyer:	City of Cen	terville		
	Ellington Ct - Cincinnati, Ohio 45249		Street Address:	100 West S	pring V	alley Rd.	
	'4 Tuiler Road - Dublin, Ohio 43017						
and the second s	eline Dr. Su: E Brecksville, Ohio 44141		City, State, Zip	Centerville,	OH 45	458	
Tel: 513 489-76	660 Toll Free: 1-800- 362-6300 - Fax: 513-489-0520		Buyer Phone:		93	7-433-7151	
Installation Address:	MUNICIPLE BUILDING (CO	NT)		ESTIMATED IN	STALL	DATE:	
	This Agreement is between Digital	& An	alog Design Corp	. and the und	ersigne	d (Buyer).	
Subject to th	e terms and conditions. Digital & Analog	g De	sign Corp. will pro	vide, install a	and sell	the following	(Equipment):
QTY	PART NUMBER D	ESC	RIPTION				
1	910-158-070 M	IAXA	ttach Wilreless Dua	al-Unit Tableto	p Confe	erence Phone	System
1	HPW84RR19 1	9" Ec	uipment Rack				
1	WS-C3560G-48PS-S	ico Catal	yst 3560G-48PS SMI - Switch - 48	ports - EN, Fast EN, Giga	bit EN - 10Bas	se-T, 100Base-TX, 1000Ba	ise-T + 4 x SFP (empty)
1	WS-C3560G-24PS-S Ca	co Catal	lyst 3560G-24PS - Switch - 24 por	nts - EN, Fast EN, Gigabi	EN - 10Base	-T, 1008ase-TX, 1000Ba	ise-T + 4 x SFP (empty)
5	GLC-LH-SM= C	isco	- Transceiver modu	ıle - SFP - Gig	abit EN	- 1000Base-L	X,
2	GLC-T= C	isco	- Transceiver modu	ıle - SFP - Gig	abit EN	- 1000Base-T	
1	E1500RUM1U	TUNIE :	EMAN Enterprise E1500RM1U is a	1500VA/900W 120 VAC	lrue sinewaye	UPS designed for 1U high	n rackmount configurations
1	WS-C3560G-48PS-S	co Catah	yst 3560G-48PS SMI - Switch - 48	ports - EN. Fast EN. Gigal	brt EN - 10Bas	e-T. 1008ase-TX. 10008a	sse-T + 4 s SFP (empty)
1			- Transceiver modu				1
1	Z1000011411		EMAN Enterprise E1000RM1U is a	-			
	For additional Equipr	nent					
LOT: INCLUDES	EQUIPMENT INSTALLATION, TESTING, TRAINI PROGRAMMING AND	NG,	Purchase Price	Plus Ta	эх	Total	
FIVE-YEAR PA	RTS AND FIVE YEAR LABOR WARRANTY ON AI TOSHIBA EQUIPMENT.	LL	CONT		-	CONT	
	☐ Lease Terms			□ Casi	n Terms	3	
			\$0.00	(50%) Deposi	t		
0	Months @ \$ _0 Per Month (plus ta:	x)	\$0.00	(40%) On Cor	nmence	ment of Install	ation
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	C Deposit		\$0.00	(10%) Upon C	ompleti	on of Installation	on
	\$ Deposit is NOT Approved or Delayed, Buyer Agrees To The Gesh Terrins So alog Design May Proceed With Ordering And Installing The Equipment	. 1					
Buyer's Initials	and the state of t		Buyer's Initials				
* This Quotation is	Good For 30 Days. s Not Binding On Digital and Analog Design Until Ac	enete		and Apples Deel	on Caw-	restion Authorized	Panengartation
* The Undersigned	s Not Binding On Digital and Analog Design Until Ac Acknowledges Receipt of Terms And Conditions of	Digit	al and Analog Design C	Corporation.	au corpo	nauon Authorized	napresentative.
			Account Executive			Date	
CLIENT:							

(Legal Entity Name)

(Authorized Representative)

(Typed or Printed Name, Title)

Digital and Analog Design Corporation

(Legal Entity Name)

(Authorized Signature)

(Typed or Presed Name, 189)

	ANNE V		SALES AGREE	MENT	No.	81470-3	
DIGITA	L & ANALO	O DESIGN	Buyer:	City of C	enterville		
		cinnati, Ohio 45249	Street Address:	100 Wes	t Spring V	alley Rd.	
□ 437	4 Tuller Road - Du		City, State, Zip	Centervi	ille, OH 45	458	
Tel: 513 489-76	560 Tall Free: 1-800-362	2-6300 - Fax: 513-489-0520	Buyer Phone:	1	93	7-433-7151	
Installation Address:		POLICE DEPT	Jacy of Titoriot	ESTIMATE	D INSTALL D		
	This Agreeme	ent is between Digital & An	alog Design Corp	and the u	ındersigne	d (Buyer).	
Subject to th	e terms and condi	tions. Digital & Analog De	sign Corp. will pr	ovide, insta	all and sell	the following	(Equipment):
QTY	PART NUMBER	DESC	RIPTION	-	-		
1	CIX200IPPKGLG	CIX20	0 IP Base Package	e Large.			
1		16-cha	annel IP Interface (Unit. (LIPU-)	X1A)		
1		16-cha	annel IP Interface S	Sub-assemb	oly (LIPS-X	1A)	
1		CIX20	0 Base Cabinet wi	th Power Su	apply (CHS	UB192A)	
1		CIX20	0 Expansion Cabir	net with Pow	ver Supply ((CHSUE192A).	
1		CIX20	0 Common Contro	l Processor	Unit (LCTL	J1A)	
1		Extend	der for LIPU-X1A (I	LEXU-A1A)			
1	AMDS1A	Remot	te Maintenance Mo	dem for AC	TU, ACTU	-S, LCTU, or Bo	CTU.
1	BPTU1A	ISDN	Primary Rate Interf	ace Unit.			
1	BSTCIU1A	8-circu	it Standard Teleph	one Interfa	ce with MW	<i>I.</i> .	
1	CSU T1/PRI**	Chann	el Service Unit for	T1 and/or I	SDN PRI ci	ircuits	
52	IPT2010-SDLIC	10-but	ton IP Speakerpho	ne Small L	CD with IP I	Endpoint Licens	se.
1	LCNU-C1A	Conne	ctor for BCOCIU, I	RCOU, RG	LU or RDD	U.	
1	LEXU-A1A	Extend	ler for LIPU-X1A.				
1	LEXU-B1A	Extend	ler for BPTU or RD	TU.			
16	LIC-CIX-STRN-CH	l Licens	e for one Strata Ne	et Channel			
1	LIPS-X1A	16-cha	nnel IP Interface S	Sub-assemb	ły.		
1	LIPU-X1A	16-cha	nnel IP Interface L	Jnit.			
1	RCOU3A	4-circu	it analog Loop Sta	rt CO Line I	nterface Ur	nit	
1	RPRI-CBL-KIT	ISDN F	PRI Cable Kit with	Ferrite Core).		
		For additional Equipment	See Continuation	Sheet Attac	hed		
LOT: INCLUDES	EQUIPMENT INSTAL	LATION, TESTING, TRAINING,	Purchase Price	Plus	s Tax	Total	
	PROGRAMMIN	G AND LABOR WARRANTY ON ALL	CONT			CONT	
	□ Lease Ter	ms		_ C	ash Terms	3	
			\$0.00	(50%) Dep	osit		
0	Months @ \$	0 Per Month (plus tax)	\$0.00			ment of Installa	tion
	755		\$0.00	(10%) Upo	n Completi	on of Installation	n
		Deposit uyer Agrees To The Cash Terms So Ordering And Installing The Equipment					
Buyer's Initials			Buyer's Initials				
This Agreement Is	Good For 30 Days Not Binding On Digital Acknowledges Receipt	and Analog Design Until Accepted of Terms And Conditions of Digit	d In Writing By A Digita al and Analog Design	I and Analog I Corporation	Design Corpo	ration Authorized F	Representative.
			Account Executive			Date	
LIENT:							
Legal Entity Name)			(Legal Entity Name)	Digital and A	nalog Desig	n Corporation	
Authorized Signature)			Authorized Representative)	- 13 1113			
Typed or Printed Name, Title)	· · · · · · · · · · · · · · · · · · ·		Typed or Printed Name, Title)				
(Date)			(Date)				

		SALES AGREE	MENT	No.	81470-4		
		Buyer:	City of C	Centerville			
12125	Ellington Ct - Cincinnati, Ohio 45249		Street Address:	100 We	st Spring V	alley Rd.	
☐ 6910 Tre	'4 Tuller Road - Dublin, Ohio 43017 eline Dr. Su: E Brecksville, Ohio 4414	41	City, State, Zip	Centery	rille, OH 45	458	
Tel: 513 489-7	660 Toll Free; 1-800- 362-6300 - Fax; 513-489-0520		Buyer Phone:		93	7-433-7151	
Installation Address.	POLICE DEPT (CON	T)		ESTIMATE	ED INSTALL D		
	This Agreement is between Digita	I & An	alog Design Corp	and the	undersigne	d (Buyer).	
Subject to th	e terms and conditions. Digital & Anal	og De	sign Corp. will pro	ovide, inst	all and sell	the following	(Equipment):
QTY	PART NUMBER	DESC	RIPTION				
1	910-158-070	MAXA	ttach Wireless Dua	al Unit Tab	letop Confe	rence Phone S	ystem
1	HPW84RR19	19" Ec	quipment Rack				
1	WS-C3560G-48PS-S	Cisco Catal	yst 3560G-48PS SMI - Switch - 48	ports - EN, Fast E	N, Gigabit EN - 10Bas	e-7, 1008ase-TX, 1000Bas	e-T + 4 x SFP (empty)
1	WS-C3560G-24PS-S	Cisco Catal	lyst 3560G-24PS - Switch - 24 po	rts - EN, Fast EN,	Gigabit EN - 10Base	-T, 1008ase-TX, 1000Bas	s-T • 4 x SFP (empty) •
2	GLC-T=	Cisco	- Transceiver modu	ule - SFP -	Gigabit EN	- 1000Base-T	•
2	GLC-LH-SM=	Cisco	- Transceiver modu	ule - SFP -	Gigabit EN	- 1000Base-LX	
1	E1500RUM1U	The MINUT	EMAN Enterprise E1500RM1U is a	1500VA/900W 12	'0 VAC true sineways	UPS designed for 10 high (ackmount configurations
1	WS-C3560G-48PS-S	Crsco Cataly	yst 3560G-48PS SMI - Switch - 46	ports - EN, Fest El	N. Gigabit EN - 10Bas	e-T, 1008ase-TX, 1000Base	a-T + 4 x SFP (empty)
1	GLC-LH-SM=	Cisco -	- Transceiver modu	ıle - SFP -	Gigabit EN	- 1000Base-LX	4
1	E1000RM1U	The MINUTE	EMAN Enterprise E1000RM1U is a	1000VA/700W 12	0 VAC true sineways	UPS designed for 1U high (ackmount configurations
1	WS-C3560G-24PS-S	Cisco Catal	yst 3580G-24PS - Switch - 24 po	rts - EN, Føst EN,	Gigabit EN - 10Base-	T, 100Base-TX, 1000Base	-T + 4 s SFP (empty)
1	GLC-LH-SM=	Cisco -	- Transceiver modu	ıle - SFP -	Gigabit EN	- 1000Base-LX	4
1	E700RM1U	The MINUTE	EMAN Enterprise E700RM1U is a	700VA/490W 120 V	/AC true sinewave UP	'S designed for 1U high rac	kmount configurations
	□ For additional Equi	pment	See Continuation S	Sheet Atta	ched		
LOT: INCLUDES	EQUIPMENT INSTALLATION, TESTING, TRAI	NING,	Purchase Price	Plu	is Tax	Total	
FIVE-YEAR PA	PROGRAMMING AND RTS AND FIVE YEAR LABOR WARRANTY ON TOSHIBA EQUIPMENT.	ALL	CONT			CONT	
	□ Lease Terms				Cash Terms		
			\$0.00	(50%) De	posit		
0	Months @ \$ _ 0 Per Month (plus t	ax)	\$0.00	(40%) On	Commence	ment of Installa	ition
	Denosit		\$0.00	(10%) Up	on Completin	on of Installatio	n
	\$ Deposit Is NOT Approved or Celayed Buyer Agrees To The Cash Terms Soliday Design Alay Proceed With Ordering And Installing The Equipm	1					
Buyer's Initials	Cood For 20 Days]	Buyer's Initials				
This Agreement is	Good For 30 Days. S Not Binding On Digital and Analog Design Until A				Design Corpo	ration Authorized I	Representative.
The Undersigned	Acknowledges Receipt of Terms And Conditions	of Digital	Account Executive	corporation.		Date	
						3410	
LIENT:			// geal Estitute = ->				
Legal Entity Name)				Digital and	Analog Desig	n Corporation	
Authorized Signature)		14	Authorized Representative)				

(Typed or Printed Name, Title)

(Date)

(Typed or Printed Name, Tide)

		SALES AGREE	MENT No.	81470-5	
		Buyer:	City of Centerville		
12125 Ellington Ct - Cincin	nnati, Ohio 45249	Street Address:	100 West Spring V	alley Rd.	
☐ 4374 Tuller Road - Dubli☐ 6910 Treeline Dr. Su: E Bree		City, State, Zip	Centerville, OH 45	458	
Tel: 513 489-7660 Toll Free: 1-800- 362-63	00 - Fax: 513-489-0520	Buyer Phone:	93	7-433-7151	
Installation Address:	PUBLIC WORKS DEPT		ESTIMATED INSTALL D	ATE:	
This Agreement	is between Digital & Ar	nalog Design Corp	o. and the undersigne	d (Buyer).	
Subject to the terms and condition	ns. Digital & Analog De	sign Corp. will pr	ovide, install and sell	the following	(Equipment):
QTY PART NUMBER	DESC	RIPTION			
1 WS-C3560G-24PS-			orts - EN, Fast EN, Gigabit EN - 108ase		
1 GLC-LH-SM=	Cisco	- Transceiver mod	ule - SFP - Gigabit EN	- 1000Base-LX	ζ,
1 E700RM1U			700VA/490W 120 VAC true sineways UF	PS designed for 1U high rac	kmount configurations
1 Valcom 821		g to IP gateway 1 g			
14 IPT2010-SDLIC	10-bu	tton IP Speakerpho	one Small LCD with IP	Endpoint Licen	se.
LOT: INCLUDES EQUIPMENT INSTALLA	For additional Equipment TION, TESTING, TRAINING,	See Continuation Purchase Price	Sheet Attached Plus Tax	Total	
PROGRAMMING A FIVE-YEAR PARTS AND FIVE YEAR LAI	577777	CONT		CONT	
TOSHIBA EQUIPM					
□ Lease Terms	3	40.00	Cash Terms	3	
0 Months @ \$ 0	Per Month / plus tou)	\$0.00 \$0.00	(50%) Deposit (40%) On Commence	ment of lessall-	tion
O MONTHS @ \$ _0	Per Month (plus tax)	\$0.00	(10%) Upon Completic		
\$	Deposit	ψ0.00	(10%) opon completi	on or mistaliatio	(4)
If Buyer's Lease is NOT Approved or Delayed Buyer That Digital and Analog Design May Proceed With Orde					
Buyer's Initials		Buyer's Initials			
* This Quotation is Good For 30 Days. * This Agreement is Not Binding On Digital an * The Undersigned Acknowledges Receipt of				ration Authorized i	Representative.
		Account Executive		Date	
CLIENT:					
(Legal Entity Name)		(Legal Entity Name)	Digital and Analog Desig	n Corporation	
(Authorized Signature)		(Authorized Representative)		Jorporation	
(1) paid or Printed Name. Titled		(Typed or Printed Name, Title)			
(Date)		(Date)			

	Asser	7	SALES AGRE	EMENT	No.	81470	-6
DIGIT	AL & ANAL DE DESIGN		Buyer:	City of	Centerville		
□1212 <u>!</u>	5 Ellington Ct - Cincinnati, Ohio 45249 74 Tuller Road - Dublin, Ohio 43017		Street Address	: 100 We	est Spring	Valley Rd.	
□ 6910 Tre	eeline Dr. Su: E Brecksville, Ohio 441	41	City, State, Zip	Center	ville, OH 4	5458	
Tel: 513 489-7	660 Toll Free: 1-800- 362-6300 • Fax: 513-489-0520		Buyer Phone:		0.	37-433-7151	
Installation Address:	BENHAM'S GROVI	F	34,011,000	ESTIMAT	ED INSTALL		
	This Agreement is between Digita		alog Design Cor	p, and the	undersign	ed (Buyer)	
Subject to ti	ne terms and conditions. Digital & Anal						a (Equipment)
QTY	PART NUMBER		RIPTION		-05-45-45-		3 - 1 - 1 - 1 - 1 - 1
1	CHSU40A-SYS	CIX40	3x8 cabinet, sys	tem proces	sor and po	wer adaptor.	
3	DKT3210-SD		ton Digital Speak			5	
1	GIPH-X1A		8-channel IP inte				
2	LIC-CIX-STRN-CH	License	e for one Strata N	let Channe	j		
1			lyst 3560-8PC - Switch - 6 po			90-TX + 1x10/100/1000F	Base-T/SFP (mini-GAIC)
1			Transceiver mod				
1	CT00C1444		MAN Enterprise E700RM1U is				
OT: INCLUDES	For additional Equipment Installation, testing, train		See Continuation Purchase Price	77.0	ched is Tax	Total	
FIVE-YEAR PA	RTS AND FIVE YEAR LABOR WARRANTY ON A TOSHIBA EQUIPMENT.	ALL	CONTD			CONTD	
	□ Lease Terms		HATTALL CO. S. C.		Cash Term:	S	
0	Months @ \$ _ 0 Per Month (plus ta	3x)	\$0.00 \$0.00 \$0.00		Commence	ement of Install on of Installation	
That Digital and Ana	is NOT Approved or Delayed, Buyer Agrees To The Cash Terms So log Design May Proceed With Ordering And Installing The Equipmen	nt					
Buyer's Initials This Quotation is	Good For 30 Days.		Buyer's Initials	110 Adv 27			
This Agreement is	Not Binding On Digital and Analog Design Until Ad Acknowledges Receipt of Terms And Conditions of	ccepted	In Writing By A Digita	I and Analog	Design Corpo	ration Authorized	Representative.
vilucialylled	reached receipt of Terms Aria Conditions (1	Account Executive	corporation		Date	
ICAIT.				L		1-500	1
JENT:							T
egal Entity Name)		- (1	Legal Entity Name)	Digital and	Analog Desig	n Corporation	
ithorized Signature)		(At	uthorized Representative)				
oed or Printed Name. Tribe)		(Ту	ped or Printed Name, Title)				
(Date)			(Date)				

-		SALES AGREE	MENT No. 81470-7
DIGIT	AL & ANALOG DESIGN	Buyer:	City of Centerville
	25 Ellington Ct - Cincinnati, Ohio 45249	Street Address:	100 West Spring Valley Rd.
□ 4	374 Tuller Road - Dublin, Ohio 43017		Too West opring valley Rd.
□ 6910 Ti	reeline Dr. Su: E Brecksville, Ohio 44141	City, State, Zip	Centerville, OH 45458
Tel: 513 489	-7660 Toll Free; 1-800- 362-6300 - Fax: 513-489-0520	Buyer Phone:	007 400 7464
Installation Address:	YANKEE TRACE	Duyer Filone.	937-433-7151 ESTIMATED INSTALL DATE:
	This Agreement is between Digital 8	k Analog Design Corr	2. and the undersigned (Buyer)
Subject to			ovide, install and sell the following (Equipme
QTY		ESCRIPTION	the state of the s
1	CIX40PKG CI	X40 Basic System "Bu	ilid-a-bundle" Flexible Package.
1			er Supply Unit (CHSU40A).
1		X40 Processor Card (0	254-524 (SEA) 125- 144 (SEA) 145- 145- 145- 145- 145- 145- 145- 145-
11	DKT3210-SD 10	-button Digital Speake	rphone with LCD - Charcoal Gray.
1	GCDU2A CI	X40 3 Caller ID CO line	e and 8 digital telephone interface ca
1	GIPH-X1A CI	X40 8-channel IP inter	face card.
1	GSTU1A CIX	X40 and CTX28 one-c	rcuit standard telephone interface card.
8	LIC-CIX-STRN-CH Lic	ense for one Strata Ne	et Channel
1	WS-C3560G-24PS-S Class	Catalyst 3560G-24PS - Switch - 24 po	rts - EN, Fast EN, Gigabit EN - 108ase-T, 1008ase-TX, 10008ase-T + 4 z SFP (empi
1		sco - Transceiver modu	ule - SFP - Gigabit EN - 1000Base-LX,
1	E1000RM1U The M	AINUTEMAN Enterprise E1000RM1U is a	s 1000VA/700W 120 VAC true sinewave UPS designed for 1U high rackmount configural
	☐ For additional Equipme	ent See Continuation S	Sheet Attached
LOT: INCLUDE:	S EQUIPMENT INSTALLATION, TESTING, TRAINING	G, Purchase Price	Plus Tax Total
FIVE-YEAR PA	PROGRAMMING AND ARTS AND FIVE YEAR LABOR WARRANTY ON ALL TOSHIBA EQUIPMENT.	CONTD	CONTD
	□ Lease Terms		Cash Terms
	17	\$0.00	(50%) Deposit
0	Months @ \$ _ 0 Per Month (plus tax)	4 1932/92 14	(40%) On Commencement of Installation
	\$ Deposit	\$0.00	(10%) Upon Completion of Installation
	is NOT Approved or Delayed, Buyer Agrees To The Cash Terms So	ľ	
Buyer's Initials	ialog Design May Proceed With Ordering And Installing The Equipment	Buyer's Initials	
* This Quotation is	s Good For 30 Days.		
This Agreement I The Undersigned	is Not Binding On Digital and Analog Design Until Accept Acknowledges Receipt of Terms And Conditions of D	pted in Writing By A Digital rigital and Analog Design C	and Analog Design Corporation Authorized Representative orporation
		Account Executive	Date
CLIENT:			
(Legal Entity Name)		(Legal Entity Name)	Digital and Analog Design Corporation

(Authorized Representative)

(Typed or Printed Name, Title)

(Date)

(Authorized Signature)

(Typed or Printed Name, Tide)

- Title and right of possession of the equipment sold hereunder shall remain
 with DAD and such equipment shall retain its character as personal
 property regardless of the manner in which it is affixed to any structure, until
 all payments hereunder (including deferred payments whether evidence by
 notes or otherwise) shall have been made in full in cash, and the buyer
 agrees to do all acts necessary to perfect and maintain such right and title
 in DAD.
- The entire installation shall be accomplished in a neat and workmanlike manner, by skilled technicians trained in this specialized work. The date on which the equipment is substantially in place and operational as evidence by DAD's records shall be considered the date of installation of such equipment for all purposes of this agreement.
- DAD shall not be liable for delay or failure to perform under this contract resulting from delays by suppliers or transportation companies, labor troubles, fires, acts of God, or other causes beyond its reasonable control. It is a condition precedent to DAD's obligations hereunder that all or a part of its required performance not be prohibited by law.
- 4. Limited warranty. Subject to the exclusions and limitations set forth below, DAD warrants the Equipment to be free from defects in materials and workmanship for 24 months after installation is complete, provided that the Equipment has been used only for the purposes for which it was designed, has not been aftered, moved, disassembled or tampered with by any party (except employees of DAD, has not been damaged (except damage proximately caused by employees of DAD) and Buyers has promptly notified DAD in writing of the defect as soon as Buyer knows of it or reasonable should have known of it. EXCEPT FOR THE LIMITED WARRANTY ABOVE, DAD MAKES NO WARRANTIES, LIMITED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. In the event DAD's limited warranty is breached, DAD will only repair or replace, at its option, the defective item. THIS IS BUYER's EXCLUSIVE REMEDY FOR DEFECTS AND BREACH OF WARRANTY, DAD's LIABILITY FOR BREACH OF WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AS PROVIDED ABOVE AND DAD SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS.
- 5. Buyers represents and warrants that the Equipment has been purchased for and will be used only for commercial and not household, personal or consumer purposes. Buyer shall not interfere with the installation of the equipment and DAD's employees and agents shall freely enter and leave Buyer's premises during normal business hours. If the Equipment or any portion thereof is subject to licensing or franchising agreements or restrictions. Buyer will comply with any and all restrictions contained therein and shall not sell, lease or relinquish possession of the Equipment without DAD's prior written consent.
- 6. The system to be furnished under this contract shall be guaranteed by DAD to conform to Buyer plans, specifications, and other requirements disclosed to DAD in writing. In the event the system fails to conform to such requirements, liability of DAD arising out of the supplying of the Equipment furnished by DAD, its installation or its use, shall not in any case exceed cost of repairing the defective part or supplying a replacement part thereof. In no event shall claims for consequential or special damages be made against DAD. This guarantee shall not apply in any case in which the Buyers specified the type of equipment to be used.
- 7. Buyer acknowledges it hereby has acquired an insurable interest in the Equipment and when Equipment is delivered to the job site, responsibility for its loss or damage devolves upon the Buyer, except where loss or damage results directly from DAD's negligent act. Buyer shall deliver insurance policies at DAD's request evidencing adequate coverage of Equipment so delivered Buyer shall provide adequate fire, theft, vandalism insurance to protect the interest of DAD against loss or damage to Equipment and material on the job site.
- 8. The buyer shall be responsible for identifying and disclosing to DAD all fixtures, wiring or other equipment or conditions which might be damaged, cause damage or otherwise affect or be affected by the work. In the event of damage, or a claim of damage without disclosure being given, the Buyer shall waive and hold DAD harmless against all claims, suits, judgments and awards resulting therefrom.
- All changes, alterations or omissions to be made in the work as specified shall be performed in accordance with a written agreement between Buyer and DAD which shall define the amount of any increase or credit in price adjustments

- Any and all taxes or assessments which may be assessed on the Equipment or materials supplied hereunder or which may be due or become due, or which may be required to be paid with regard to this contract shall be added to the purchase price and shall be payable or prior to the commencement of installation.
- Any AC outlets, teflon cable or conduit, (if desired or necessary) are to be furnished by the Buyer at its own cost as these terms have not been included in the quotation.
- 12. Except for acts intended to cause damage, Buyer releases DAD from any and all actions, claims, demands and liabilities arising, directly or indirectly, as a result of the acts and omissions of agents and employees of DAD on Buyers premises. Company and the control of the acts and omissions of agents and employees of DAD on Buyers premises.
- 13. Buyer's failure to pay the entire purchase price of the Equipment including sales taxes when due, shall give DAD the right, without liability, to repossess the Equipment with or without notice, and to avail itself of any legal remedy. DAD also has the right to add the maximum service and/or penalty charges per month allowable by law, and the amount of all legal fees incurred by DAD in collecting such amounts or in repossessing the Equipment.
- 14. This Agreement shall be governed by the laws of the State of Ohio applicable to contracts executed and to be performed entirely within that State, without reference to conflicts of laws provisions. Buyer and DAD hereby (a) agree to any action or proceeding with respect to this Agreement Shall be brought in the Court of Common Pleas of Hamilton County, Ohio, (b) accepts for itself the exclusive jurisdiction of said Court, and (c) irrevocably waive any objection to venue.
- 15. This agreement, when signed by Buyer and approved by an authorized representative of DAD at its corporate office in Clincinnati, Ohio, shall constitute the only agreement between the parties. This Agreement may be amended, altered, or changed only through a written document signed by Buyer and an authorized representative of DAD at its corporate office is Agreement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors, and assigns. Cancellation of this agreement by BUYER will result in a 15% restocking charge to be paid by BUYER to DAD.

16. Disclaimer:

The Digital & Analog Design Corp. claims no responsibility for any computer virus, worm or any computer software by designed or unintentional that may corrupt, damage, or in any way impede the operation of this computer system.

Further, it is understood that the responsibility for the prevention of any computer virus, worm or any computer software by designed or unintentional that may corrupt, damage, or in any way impede the operation of this computer system lies solely with the purchaser of this computer system.

17. Disclaimer 1: Computer based applications
Digital and Analog Design Corp claims no responsibility for any computer
virus, worm or any computer software loaded by design or unintentional that
may corrupt or in any way impede the operation of any Computer system
purchased. Further, it is understood that the responsibility for the
prevention of any computer virus, worm or any computer software loaded
by design or unintentional that may corrupt, damage, or in any way impede
the operation of any provided computer system lies solely with the

purchaser of this computer system. Disclaimer 2: VoIP Quality of Service

DAD agrees to provide the customer with a VoIP network analyze and recommendations to allow for QoS on Voice over IP Applications. If the customer elects not to proceed with the assessment or recommendation DAD can not guarantee QoS for Voice over IP applications

Disclaimer 3: Carrier Services

DAD claims no responsibility for any carrier service issue if it is determined that the said carrier in question is responsible for said problem or out: This responsibility holds true if DAD has processed any all agreements opposition such services. Furthermore, DAD will work with any and all providers of carrier services to assist in correcting any and all problems