



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES
www.foundationccc.org

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES ADMINISTRATIVE SERVICES AGREEMENT

CB 15-013

This ADMINISTRATION SERVICES AGREEMENT (“Agreement”) is made this **22ND** day of **JUNE, 2015**, between the Foundation for California Community Colleges (“Foundation”) and **NETXPERTS, INC.** (“Supplier”).

RECITALS

The Foundation desires to have **NETXPERTS, INC.** (“Supplier”) provide Cisco Network, Server, and Unified Communications Equipment Products and Services as described in RFP #15-002, which in its entirety shall serve as Exhibit B.

This Agreement provides that any or all community colleges and K-12 participating agencies, or the Foundation, in California (collectively, "Participating Agencies") may purchase Products at prices stated in the RFP #15-002;

THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, the Foundation and Supplier hereby agree as follows:

TERMS AND CONDITIONS

1. The Supplier shall perform all of its duties, responsibilities, and obligations in the time and manner as required to be performed by the Supplier as set forth in the Agreement.
2. The Foundation shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Agreement as set forth herein, and the Supplier hereby agrees that the Foundation shall act in the capacity of administrator of purchases under the Agreement.
3. With respect to any purchases by Participating Agencies pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agencies; (ii) shall not be obligated,

liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under the Agreement.

4. With response to Supplier use of Subcontractors: within ten (10) days of the issuance of a Purchase Order or other instrument evidencing the procurement of Cisco Network, Server and Unified Communications products and services under this Agreement, the Supplier shall provide the Participating Agency issuing such Purchase Order or other instrument with a written list of Subcontractor(s) to the Supplier for completing the Supplier's obligations under such Purchase Order. The written list of Subcontractors shall identify each Subcontractor who will provide work, labor, or materials valued at one-half of one percent (0.05%) of the total value of the Purchase Order and shall identify the work to be performed by each such Subcontractor and each Subcontractor's business location. The Supplier shall not substitute any listed Subcontractor, except upon the express consent of the Participating Agency, as applicable and in strict conformity with applicable law.
5. Insurance. Within ten (10) days of the issuance of a Purchase Order or other similar instrument for the procurement of Cisco Network, Server and Unified Communications products and services under this Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier for such Purchase Order shall deliver to the agency issuing the Purchase Order or other similar instrument Certificates of Insurance evidencing the insurance coverage in the minimum coverage amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum coverage amounts in connection with any specific procurement of Cisco Network, Server and Unified Communications products and services. In such event, such additional or different insurance requirements shall be noted in the Purchase Order or other instrument evidencing the procurement of Cisco Network, Server and Unified Communications products and services shall comply with the same.
 - a. Workers' Compensation Insurance. The Supplier and all Subcontractors shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
 - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons; damage to property; completed operations; and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
 - c. Modifications; Cancellation; Additional Insured. Each Participating Agency procuring Cisco Network, Server and Unified Communications products and

services hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors for each specific procurement of Cisco Network, Server and Unified Communications products and services. The Workers' Compensation insurance policy and the General Liability insurance policies of the Supplier and each Subcontractor for each specific procurement of Network, Server and Unified Communications products and services shall include provisions that the policy terms will not be materially modified and that the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

6. Trade In Program. Pursuant to Education Code Section 81454 the governing board of any community college district may dispose of personal property belonging to the district for the purpose of replacement by providing in the notice calling for bids for furnishing new materials, articles, or supplies that each bidder shall agree in his bid to purchase the property being replaced and to remove it from the school grounds and shall state in his bid the amount which he will deduct from the price bid for furnishing new materials, articles, or supplies as the purchase price for the personal property being purchased from the district.

SPECIFIC PROVISIONS

7. Term. The Term of this Agreement will be for three (3) years, commencing on the date set forth in the Agreement and terminating three (3) years thereafter. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for two (2) additional one (1) year Terms ("the Extended Terms") by written notice not less than one (1) month prior to expiration of the Term or the Extended Term, as applicable. If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and the Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new RFP and subsequent Agreement, the Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.
8. Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.

QUARTERLY FEES & REPORTING

9. Accounting and Right to Audit. Supplier shall, at its expense, maintain accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the

accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation.

- 10. Quarterly Fees and Reports.** Supplier shall pay the Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes for all purchases by Participating Agencies under the awarded RFP, and shall provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears in Attachment 2. Quarterly fees and reports shall be made with respect to all purchases shipped and billed pursuant to the Agreement for the applicable quarter. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- 11. Material Breach.** Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 10 shall be regarded as a material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of 1 1/2% per month until paid.
- 12. Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation.** Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 10 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- 13. Right to Compare Records.** The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency Records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the record and report reviews; the audit; Foundation staff time; and expenses, counsel, and collection.

GENERAL PROVISIONS

13. Supplier may submit for review new or enhanced products within the various Classifications specified in the RFP #15-002 that were not part of the supplier's product line at contract signing. The Foundation will review the products to ensure they meet minimum requirements and at the Foundation's sole discretion, add products to the contract if deemed acceptable. Supplier must honor warranty and offer same tiered discount (for similar application) from original RFP response.
14. This Agreement constitutes the entire, complete, final and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Mandatory Performance and Service Specifications (Exhibit A); (2) Discount Off List Price (Exhibit B); (3) Vendor Commitment and Capabilities (Exhibit C); (4) Additional Services and Costs (Exhibit D); Special Terms and Conditions (Exhibit E); Request for Proposal or RFP (Exhibit F); and Supplier Response to the RFP (Exhibit G).
15. Any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings, requires prior review and written approval from the Foundation.
16. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.
17. This Agreement and the Foundation's rights and obligations hereunder may be assigned, at the Foundation's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform the Foundation's obligations hereunder. This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Foundation. For the purpose of this paragraph, Foundation will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.
18. All reports, notices, and other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

A. Foundation

Foundation for California Community Colleges
1102 Q Street, Suite 3500
Sacramento, CA 95811
Attn: Jorge J.C. Sales, Director of Collaborative Services
Email: jsales@foundationccc.org

B. Supplier

NetXperts, Inc.
Address: 1777 Botelho Drive, #102
Walnut Creek, CA 94596
Attn: Carol Ann Nordine
Phone: 925-806-0800 x. 5
Email: cnordine@netxperts.com

19. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatever.
20. This Agreement may not be effectively amended, changed, modified, altered, or terminated without the prior written consent of the parties hereto.
21. General Indemnity. Supplier agrees to indemnify, defend and hold Foundation, and its directors, officers, agents and employees harmless from any and all losses, liabilities, third-party claims, demands, costs, expenses and damages, including reasonable attorneys' fees resulting from, arising out of, or connected with (a) the performance of services or omissions relating to same under this Agreement by Supplier, Supplier's employees, Supplier's subcontractors, or any person or entity for whom Supplier is responsible; and/or (b) any breach by Supplier of this Agreement.
22. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, by a California court of appropriate jurisdiction, as a contract executed and delivered within the State of California.
23. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier, and any successor and assign thereto subject, however, to the limitations contained herein.

IN WITNESS WHEREOF, the Foundation for California Community Colleges has caused this Agreement to be executed in its name, and the Supplier has caused this Agreement to be executed in its name, all as of the date first above written.

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

Joseph Quintana
Joseph Quintana (Jun 25, 2015)

By Joseph Quintana
Title [typed name]
Vice President, Program Development
Date Jun 25, 2015

Jorge J.C. Sales
Jorge J.C. Sales (Jun 30, 2015)

By Jorge J.C. Sales
Title [typed name]
Director of Collaborative Services
Date Jun 30, 2015

SUPPLIER: NetXperts, Inc.

Gary Nordine
Gary Nordine (Jun 30, 2015)

By Gary Nordine
Title [typed name]
CEO/President
Date Jun 30, 2015



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified
Communications Equipment CB15-013

**Exhibit A: Mandatory Performance and Service
Specifications**

EXHIBIT A.1
Pages 26 through 29

<p>RFP #15-002</p> <p>CISCO NETWORK, SERVER, AND UNIFIED COMMUNICATIONS EQUIPMENT</p>

**Mandatory Performance and Service Specifications,
Product Only and Turnkey**

Listed below are the specific **Mandatory** performance and service requirements for the Cisco Network, Server, and Unified Communications Equipment subject to this RFP. Each requirement includes a specific explanation of its value to the Participating Agencies, and is considered mandatory to provide. The document must be acknowledged in the responder's submittal by a responsible and authorized employee or officer of the Vendor submitting the RFP Proposal.

Criterion/ Description	Item	Requirement	Justification
<p>-A- Manufacturer/ Factory Requirements, Product Only and Turnkey</p>	A.1	Provide Participating Agency with the ability to modify current IT infrastructure within reason to accommodate project requirements without being cost or time prohibitive.	Allows for effective accommodation of Participating Agency requirements; minimizes potential for product replacement within shorter timeframe, reducing operational and capital expenditures for the Participating Agency.
	A.2	Provide a minimum written warranty to cover Parts and Labor* for five (5) years, 24 hours a day, 7 days a week, at no additional charge to the Participating Agency. No pro-rated warranties will be accepted. <i>*Labor related to product warranty issues, not project related installation.</i>	Reduces Participating Agency operating costs over the life of product; sets realistic expectations for products within Participating Agency environment; engages manufacturer to produce appropriate products for environment, which maximizes effectiveness of partnership.
	A.3	All products will be considered FOB Destination (receiving location of the buyer, or pre-determined Integrator's, or Vendor's Warehouse location), as directed by the Participating Agency, with the Vendor managing all freight claims following shipment from the factory. Manufacturer must confirm that Vendor will not invoice the Participating Agency for replacement of freight damaged product regardless of future invoice credit potential.	Reduces labor costs for Participating Agency to manage additional paperwork for details that are outside of their control, resulting in financial savings.
	A.4	Accommodate Participating Agency's requirements for Invoicing format, asset management timing, and other supporting documentation as required.	Expedites payment to Vendor by reducing potential communication issues.

-A- Manufacturer/ Factory Requirements, Product Only and Turnkey (continued)	A.5	Confirm all operating software (OS) and application software is included with the equipment purchase to provide for a minimum operating system upon receipt.	Reduces cost of additional software purchase that increase the integration and start-up costs.
	A.6	In the event of delay caused by manufacturing, supply chain, or shipping in coordination with the manufacturer, develop, propose, and obtain approval for recovery plan to meet original schedule, or mitigate additional delay without additional financial burden to the Participating Agency, to the extent that is reasonable given the nature of the delay.	Minimizes additional costs to the Participating Agency that may result from project delays that were not caused by the Participating Agency.
-B- Manufacturer/ Field Requirements, Product Only and Turnkey	B.1	Provide Factory Certified Warranty Repair personnel or integrator for all Participating Agencies. Provide documentation of Certification Process, and continuing certification (continuous education).	Reduces potential labor issues or costs for repairs after installation, saving the Agency money and time.
	B.2	Provide Participating Agency, prior to the placement of any order that will utilize 3rd Party Services for Installation, a list of Authorized Factory Certified Integrator Personnel for Participating Agency projects. Participating Agency must pre-approve these personnel prior to order placement.	Reduces the potential for costly project delays; insures installation of products in a professional manner; reduces potential labor costs for repairs after installation; allows the Participating Agency to meet its local, small, emerging and disabled veteran (LSEDV) participation goals.
	B.3	Provide a designated manufacturer representative for the Participating Agency's local area, with a minimum of two (2) years of Higher Education Project experience, who will facilitate product specification accuracy, technical specifications for building interface, project scheduling, shipment and warranty issues. Participate in all related Information Technology Infrastructure Design and Drawing reviews to identify all design flaws and gaps. Provide technical solutions to ensure a smooth installation.	Assures effective communication between factory and Participating Agency, which can save money for the Participating Agency during the project and in the future; requires Vendor to produce adequate documentations of technical requirements for integration with other project Vendor equipment and relevant existing infrastructure components, reducing potential mistakes or delays.
	B.4	Whenever possible, coordinate all products on the project order to ship complete and directly to end user site, integrator or Vendor's warehouse. Less Than Truckload (LTL) shipments must be directed to the Vendor's integrator.	Reduces costs of double handling of products; reduces overall project timeline; requires the Vendor to be fully aware of all aspects for project success.

	B.5	Assume all financial responsibility for additional handling, storage or other required services, beyond the thirty (30) days required as part of this agreement, <u>should the product arrive ahead of identified project schedule</u> . The Participating Agency agrees to confirm the project schedule and installation timing in writing to the Vendor no later than eight (8) weeks from targeted installation.	Requires ownership of performance and project success, reducing costs; sets realistic expectations for communications between the Vendor and the Participating Agency, reducing overall costs.
	B.6	Allow Participating Agency to continue using existing resellers or channel partners at its discretion.	Allow for flexibility to the Participating Agency to utilize existing relationships, in coordination with Vendor, to streamline existing business processes.
<p align="center">—C— Services/ Specification Planning, Product Only and Turnkey</p>	C.1	Communicate any and all changes to the schedule, requirements, or expectations in writing, addressed to the Participating Agency representative and copied to purchasing contact. Agency commits to providing written confirmation of site availability for installation no later than eight (8) weeks prior to scheduled date.	Eliminates verbal commands that could incur expense to the Participating Agency or Vendor. Provides Vendor with assurance that spaces will be ready for installation in time to allow production.
	C.2	Identify all equipment requiring anchoring or bracing for seismic and Department of State Architecture (DSA) permits. Provide all anchoring details and engineering calculations (where required) to the participating agency for approval. If available, provide Pre-checked DSA plans for anchoring detail.	Reduces costs for additional revisions to plans or additional approvals from DSA.
	C.3	Provide Participating Agency quotes in required format.	Allows Participating Agency to quickly create a purchase order that is compatible with the Participating Agency's enterprise resource planning (ERP) systems.
SEE EXHIBIT A.2 FOR SECTIONS D, E AND F			
<p align="center">—G— Services/ Implementation Follow-Up, Product Only and Turnkey</p>	G.1	Provide the Participating Agency Project Manager and the Purchasing Department of the Participating Agency with detailed invoice and supporting documentation such as packing slips and warranty information, in a pre-determined format, for approval and payment.	Expedites payment of Vendor invoices, reducing future cost to buyers.
	G.2	Provide complete project documentation package to Participating Agency representative, in electronic form as defined by pricing category, including written warranty documentation, MSDS sheets, and parts diagrams for items provided.	Provides client with detailed record of project requirements, and organizes future reference information into one succinct package, reducing staff time required to locate information in the future.

	<p>G.3</p> <p>Provide same day warranty service request <u>response</u> to the Participating Agency. Provide service or product requirements within 48 hours <u>after response</u> (or as defined by the specific project warranty) to support service request/incident report. Schedule all services so as not to interfere with activities within space, at no charge to the Participating Agency.</p>	<p>Reduces impact of failures on Participating Agency personnel and staff, increasing their ability to focus on primary responsibilities.</p>
<p align="center">—H— Performance Specifications/ All Products Offered</p>	<p>DURABILITY: Product must demonstrate the ability to last a minimum of seven (7) years, while functioning well within an ever-changing higher education community college environment. Products must be designed so parts are modular and can be field replaced over time.</p>	
	<p>TOTAL COST OF OWNERSHIP: Products should require minimal maintenance by either the Agency or manufacturer to retain usefulness for a minimum of seven (7) years. Products must inherently reduce requirements for Participating Agency support staff in order to maintain operational effectiveness. Products must offer field replaceable parts, by either manufacturer or Participating Agency staff, once past original warranty period. Products offered should address the exponential growth in bandwidth needs, and be amenable to highly dynamic and upwardly scalable environments.</p>	
	<p>EASE OF USE: Products must inherently allow for easy changeability within a college environment and a variety of applications. Product offering from Vendor must provide appropriate utilization in a wide range of typical applications found within a community college environment. Products should be able to be reconfigured simply and efficiently by either the Vendor or Agency's personnel, without more than minor disruption to building or users, within reason.</p>	

I have read and understood the expectations defined in Exhibit A.1: Mandatory Performance and Service Expectations, Product Only and Turnkey.

Name: Carol Ann Nordine
Vendor: NetXperts, Inc.

Title: VP of Operations
Date: 04/30/2015

EXHIBIT A.2
Pages 30 through 33

RFP #15-002
CISCO NETWORK, SERVER, AND UNIFIED COMMUNICATIONS
EQUIPMENT

Mandatory Performance and Service Specifications, Turnkey

Listed below are the specific **Mandatory** performance and service requirements for the Cisco Network, Server, and Unified Communications Equipment subject to this RFP, for all turnkey projects. Each requirement includes a specific explanation of its value to the Participating Agencies, and is considered mandatory to provide. The document must be acknowledged in the responder's submittal by a responsible and authorized employee or officer of the Vendor submitting the RFP Proposal.

—D— Services/ Specification Planning, Turnkey	D.1	Using the Product Performance Specifications listed in Section H - Performance Specifications, recommend only Cisco product solutions or other technical equipment that provides equal or better solutions that <i>best</i> meet the Participating Agency business requirements. It is the Vendor's responsibility to make that determination and recommend only products that demonstrate those inherent qualities. If the product solution recommendation is different from Cisco products, any substitutions shall require written approval from the Participating Agency.	Requires Vendor to have intimate knowledge of both Participating Agency needs and manufacturing capability, increasing the probability of effective and appropriate solutions will be presented.
	D.2	Develop detailed specifications and quotations that include all product requirements, and any appropriate separate fees or charges based upon contractual requirements, for review and approval by the Participating Agency Team. Include term (number of years covered) of agreement for any software included with purchase.	Requires Vendors to take ownership of accuracy and effectiveness of the final product solution between manufacturer and Participating Agency, saving potential expense in revisions or corrections once the order is placed.
	D.3	In addition to the original project design, provide maximum of two (2) layout revisions (not "options") in the specific areas intended to receive product, to confirm spacing and building interface integration where needed for power, data and anchoring.	Requires Vendors to effectively and efficiently plan the project requirements, reducing time and costs for the Participating Agency.

<p>—E— Services/ Implementation Planning, Turnkey</p>	E.1	Provide the Participating Agency Project Manager (or designated representative) with access information for all Vendor support members, including cell phone and email addresses. The Participating Agency contact will provide the Participating Agency contact data as necessary.	Minimizes time required to contact appropriate parties during project process, potentially reducing cost.
	E.2	Provide to and review with Participating Agency a complete set of installation documents, order acknowledgement / confirmation and project schedule with the Participating Agency Project Manager at least ten (10) business days prior to the installation date.	Defines all requirements of the Vendor to the Participating Agency in a timely manner to implement effectively, assuring compliance and access to site.
	E.3	Outline all site access requirements to the specified Participating Agency contact, and confirm security clearance and requirements no later than ten (10) business days prior to installation.	Assures all products will function well from the first day of installation, and will reduce potential for time lost due to lack of access.
	E.4	Provide Factory Certified Installation personnel for all Participating Agency projects. Provide documentation of Certification Process. Accept full responsibility for project delays incurred due to slow installation by installers.	Reduces the potential for costly project delays; insures installation of products in safest manner; reduces potential labor costs for repairs after installation.
	E.5	Conduct pre-installation walk-through with the Participating Agency Project Manager immediately prior to installation to determine condition of site and to agree to the level of site protection required.	Provides both parties the opportunity to address site issues and provide sufficient protection for the existing equipment and property.
	E.6	Generate project document diagram(s) that illustrates product placement and building interface, provide for 3D representation of layouts if desired by client, coded by product type for installation.	Provides a single point of reference for all trades, which can be transferred between organizations for utilization, reducing errors; provides Participating Agency with As Built plans for future use; reduces communication errors, saving the Participating Agency money.
	E.7	Produce project site verification documentation (using architectural plans as the basis for product layouts). All revisions are to be made prior to production, and be documented to the Participating Agency in both written and graphic format.	Requires Vendor to take ownership and responsibility of the finished product, rather than the Participating Agency representative; reduces the potential for installation challenges and costly replacement errors.

<p>—E— Services/ Implementation Planning, Turnkey (continued)</p>	E.8	For products that require DSA oversight and approval for connectivity to a building, Vendor must agree to use Participating Agency provided DSA approved project plans for development of specifications, track changes to those plans, and revise connections and specifications if required to obtain DSA approval for Participating Agency. It is the service providers' responsibility to request DSA-approved project plans. Ignorance of DSA-approved plans does not relieve service provider of responsibility to cure incorrectly installed equipment.	Reduces potential installation and approval delays, as well as payment timeframe to Vendor from Participating Agency.
	E.9	Develop and maintain the current schedule of the project in Excel or MS Project format or other industry recognized scheduling software, communicating developments and changes as needed. Issue updated versions in PDF format when requested by the Participating Agency Project Manager, or at a minimum of once a month, until project is completed. In addition to schedule, include a separate risk/issues logs to identify potential delays, set-backs or budget impact.	Increases utilization of technology for effective communications between parties.
	E.10	Participate in all on-site project scheduling meetings as requested by the Participating Agency prior to receipt of product to assure effective communication between the construction team (if any), user groups, and sub-contractors (if any) who will integrate with product installers.	Engages all parties in the project to reduce potential misunderstandings about expectations and requirements from all parties, reducing the potential for costly errors.
	E.11	Address and meet all associated ADA requirements.	Reassures Participating Agency and the State of the Vendor's compliance with any current and applicable Americans with Disabilities legislation.
	E.12	Coordinate with all associated trades for seamless integration of product into space. Advise if any work requires Prevailing Wage.	Assures products will function from the first day of installation, and will reduce potential for time lost due to unanticipated retrofit requirements for electrical, cooling or other support services required by products.
<p>—F— Services/ Implementation Process, Turnkey</p>	F.1	Provide certified, on-site Project Management representation, with complete installation documentation, at all times during installation (note: this may be provided by Factory Certified Lead Integrator), as required by the Participating Agency.	Assures prompt resolution of issues during critical project timeframe, reducing costs.

—F— Services/ Implementation Process, Turnkey (continued)	F.2	Protect all areas of Vendor product installation, conveyances and paths of travel from damage due to transport or installation of Vendor products. Assume responsibility for site damage caused by Vendor crews and sub-contractors. Resolve issues within ten (10) days.	Reduces costs to Participating Agency as well as potential delays to opening new facilities.
	F.3	Prepare all products for use, including removal of extraneous packaging, stickers or labels (other than manufacturer model and ordering information labels), and provide appropriate user instructions at each appropriate location.	Assures all products will function well from the first day of installation, and will reduce potential for time lost due to lack of utilization.
	F.4	Remove all trash from site, and leave workspace broom clean, daily. Agree to minimize the use of wrapping material as much as reasonably feasible, and recycle as much wrapping material as possible.	Increases partnership with Vendor in achieving both Participating Agency and state requirements for waste reduction; reduces the Participating Agency cleaning and recycling expense.
	F.5	Facilitate on-site installation review and develop project Punch List for Project Manager approval. Repair or replace all items in question within ten (10) business days, at no charge to the Participating Agency. The Participating Agency may withhold a minimum of ten percent (10%) of invoice value if this requirement is not met.	Minimizes user impact of potential issues not caused by user or Participating Agency; eliminates additional cost of manpower for labor or management of Punch List items; expedites payment of Vendor invoices.
	F.6	Assume all financial responsibility for site damage incurred by the installation team. Repair to the Participating Agency's satisfaction all damage within ten (10) business days.	Minimizes buyer cost for damage by others; assigns accountability to the Vendor of responsibility of the installation team.
	F.7	When feasible, conduct Post-Installation review with the Participating Agency representative and Purchasing contact to determine effectiveness and areas of improvement for future projects.	Strengthens partnership in the Participating Agency's success with the Vendor, increases their knowledge of issues less obvious, relative to the learning environment.

I have read and understood the expectations defined in Exhibit A.2: Mandatory Performance and Service Expectations, Turnkey.

Name: Carol Ann Nordine

Title: VP of Operations

Vendor: NetXperts, Inc.

Date: 04/30/2015



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified
Communications Equipment CB15-013

Exhibit B: Discount Off List Price

**EXHIBIT B:
PRICE SHEET MARK-UP LIST**

VENDOR: **NetXperts**

CLASSIFICATION	NAME	DESCRIPTION	CISCO SPECIALIZATIONS	PRODUCT ONLY: DELIVERED TO CLIENT, NO SERVICES MINIMUM DISCOUNT (%)				TURNKEY: DELIVERED TO CLIENT, WITH SERVICES MINIMUM DISCOUNT (%)			
				TIER #1 \$1 - \$25,000	TIER #2 \$25,001 - \$150,000	TIER #3 \$150,001 - \$300,000	TIER #4 \$300,001+ IS NEGOTIABLE	TIER #1 \$1 - \$25,000	TIER #2 \$25,001 - \$150,000	TIER #3 \$150,001 - \$300,000	TIER #4 \$300,001+ IS NEGOTIABLE
1	Routers	Devices used to forward data packets between computer networks. A router connects two or more networks, often including an Internet Service Provider's network.	Advanced Borderless Network Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
2	Switches	Devices that filter and forward packets between Local Area Network segments at the OSI data link layer (layer 2) and/or network layer (layer 3).	Advanced Borderless Network Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
3	Network Optimization and Acceleration	Software and appliances that facilitate optimization of network services.	Advanced Borderless Network Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
4	Security	Software and appliances that provide and support network security, such as secure local and remote access, threat detection, intrusion protection, firewall services, security diagnostics, encryption and other data and service protection measures.	ATP - Identity Services Engine	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
5	Storage Networking	Any components or the composite of a dedicated network that provides high-speed server access to enhanced storage devices.	Advanced Data Center Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
6	Optical Networking	Devices and software supporting high-speed optical transport protocol standards such as SONET and Synchronous Digital Hierarchy (SDH) .	Advanced Borderless Network Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
7	Wireless	Devices that provide or facilitate fault-tolerant wireless access to networks within or between geographic locations using current internet protocol standards.	Advanced Borderless Network Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
8	Networking Software	Network infrastructure software providing capabilities such as network switching, security, quality of service management, diagnostics, event management, virtual private network configuration management, intelligent gateway, multicast network management, mobile network management and other network infrastructure services and service management.	Advanced Borderless Network Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%
9	Unified Communications	Products that provide a highly reliable, redundant and consistent unified user-interface and user-experience across multiple device-types and media-types, interconnecting and combining communication services such as telephony, video/multimedia, web-based conferencing, instant and email messaging and call center services.	Advanced Collaboration Architecture Specialization	41.0%	42.0%	44.0%	46.0%	39.8%	40.8%	42.9%	44.9%



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified
Communications Equipment CB15-013

Exhibit C: Vendor Commitment and Capabilities

EXHIBIT C
Pages 35 through 36

RFP #15-002
CISCO NETWORK, SERVER, AND UNIFIED COMMUNICATIONS
EQUIPMENT

Vendor Commitment and Capabilities

The Vendor should quote prices as requested for the list of services on a "Per Project" basis. These *additional* services are not part of the mandatory scope for pricing of the products shown in Exhibit B. This is a scored portion of the RFP, for a total of **175 points**.

Request	Justification	Vendor's Response
<p>1. Provide specifics regarding service staff that are Cisco certified, for both pre-order and implementation requirements of an order. Provide an additional written response to this question: Describe how the service staff has been specifically involved in similar scopes of work requirements.</p> <ul style="list-style-type: none"> • What is the range of service expectations required by current Vendor held purchasing vehicles? • How are these individuals or teams directly involved in the pre-sales and post-sales process? • What training did you offer this staff in order to be more successful over time? 	<p>Assures the Participating Agency that their need to support "local" businesses can be met through this contract.</p>	<p>Number of Certified Engineers, Pre-Sales: 8 5 <i>CW</i></p> <p>Number of Certified Engineers, Post-Sales: 8 11 <i>CA</i></p> <p>Attach separate document labeled Exhibit C Item 1. For each region, specify the resources, staff (including subject matter experts), and offices. Refer to Attachment 6 of this RFP for the regional breakdown of CA.</p>
<p>2. Provide a written response to this question: Vendors, describe your direct experience with a California Higher Education institution (preferably a community college) that was improving existing infrastructure.</p> <ul style="list-style-type: none"> • What was the scope of your work for the project? • What were the specific challenges that you faced? • How did you overcome those challenges? • What would you do differently next time to help address the issues proactively? • How have you used this specific experience to improve your internal processes and client interactions? 	<p>Assures the Participating Agencies that the Vendor and their team have a solid working knowledge of the realities of this environment.</p>	<p>Attach separate document labeled Exhibit C Item 2.</p>

<p>3. Would your firm agree in advance to consolidate an Agency's orders that will ship over a defined period of time (quarter, semi-annual or annual), to apply the deepest discount applicable, regardless of individual PO value, to all orders, based upon an intention to procure a specific volume of product and services utilizing this contract?</p> <p>Indicate Yes or No in the column at right. If Yes, indicate the specific period of time offered.</p>	<p>Recognizes and rewards enterprise-level partnerships between Vendors and agencies, increasing value to the organizations, and allows for Participating Agencies to stabilize project budgeting over a longer period of time.</p>	<p>Yes <input checked="" type="checkbox"/></p> <p>Period of Time <u>bi-monthly</u></p> <p>No <input type="checkbox"/></p>
<p>4. This section affirms vendor commitment to cost savings for Service Maintenance Agreement. Numbering below corresponds with numbering in Vendor Response column to the right.</p> <p>a. Service Maintenance Agreement not to exceed 15% of initial purchase, after initial installation and/or procurement period of 12 calendar months.</p> <p>b. Allow for additional discount (if % is less than item 4.a.) to Participating Agency for multi-year Service Maintenance Agreement.</p> <p>c. Allow for Participating Agency annual installment payment for Service Maintenance Agreement.</p>	<p>Provides for added cost savings to the Participating Agency and allows effective lifecycle budgeting for projects.</p>	<p>a. Indicate Service Maintenance Agreement Fee % after initial procurement period (if less than 15%): <u>12</u> %</p> <p>b. Indicate discounted Service Maintenance Agreement Fee % if Prepaid by Participating Agency: <u>10</u> %</p> <p>c. Vendor agrees to accept annual installment payment for Service Maintenance Agreement Yes <input checked="" type="checkbox"/> // No <input type="checkbox"/></p>
<p>5. Indicate the firm's current program certification (i.e. Select, Premier, Gold, etc.).</p>	<p>Assures the Participating Agencies that Vendor is equipped with the appropriate technical and customer service capabilities.</p>	<p>Certification Level: <u>Gold</u></p>
<p>6. Indicate the number, level, and type of Cisco network certifications (e.g. 3 Professional CCNP) at your firm.</p>	<p>Assures the Participating Agencies that Vendor has sufficient technical capabilities to adequately provide service.</p>	<p>Attach separate document labeled Exhibit C Item 6.</p> <p>For more information, go to: http://www.cisco.com/web/learning/certifications/index.html</p>

I have read and understood the expectations defined in Exhibit C: Vendor Commitment and Capabilities. 

Name: Carol Ann Nordine
Vendor: NetXperts, Inc.

Title: VP of Operations
Date: 04/30/2015



Exhibit C – Item 6

NetXperts, Inc. employs at least 40 full-time network engineers, certified across numerous network platforms. As for Cisco specifically, the list below is the current NetXperts has full-time Cisco Certified Engineers.

<i>Cisco Certification Level</i>	<i>Engineers</i>
CCNA	5
CCNA-V	1
CCNP	3
CCNPW	1
CCNP-V	1
CCIE – C/S	3
CCIE- R/S	3
CCIE10YA	2
CCIE – COLLA	1
CCIE – DC	2
CCIE – S	1
CCIE – V	1
CCDA	2
CCDP	1

Included in the following pages, please find resume’s for NetXperts’ team of Senior Level Cisco Certified Engineers that will be available to the Foundation and its Participating Agencies.



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified
Communications Equipment CB15-013

Exhibit D: Additional Services and Costs

EXHIBIT D
Pages 37 through 40

<p>RFP #15-002</p> <p>CISCO NETWORK, SERVER, AND UNIFIED COMMUNICATIONS EQUIPMENT</p>

Additional Services and Costs

The Vendor should quote prices as requested for the list of services on a "Per Project" basis. These *additional* services are not part of the mandatory scope for pricing of the products shown in Exhibit B. This is a scored portion of the RFP, for a total of **75 points**. The score on this sheet will be assigned on a per Classification basis, for each of the nine (9) Classifications in this RFP.

Request	Justification	Vendor's Response/Cost
<p>1. Provide installation services (typical day defined as an eight (8) hour shift, Monday to Friday). Quote hourly rate in Column at right. Attach list of specific job classifications and hourly rates per range.</p>	<p>Allows for pre-determined costs for additional expenses chargeable to project or contractor.</p>	<p>Engineer (type and range): Network \$ <u>130</u>/Hr</p> <p>Senior Engineer (type and range): Network \$ <u>150</u>/Hr</p> <p>Engineer/Other (type and range): Junior \$ <u>95</u> /Hr</p> <p>Design Engineer (range): \$ <u>150</u>/Hr Installer (range): \$ <u>60</u> /Hr Project Manager (range): \$ <u>130</u>/Hr</p>
<p>2. Provide after-hours installation services (typical day defined as an eight (8) hour shift, Monday to Friday) for Monday through Friday, Saturday or Sunday. Quote hourly rate in Column at right. Attach list of specific job classifications and hourly rates per range.</p>	<p>Allows for pre-determined costs for additional expenses chargeable to project or contractor.</p>	<p>Engineer (type and range): Network \$ <u>195</u>/Hr</p> <p>Senior Engineer (type and range): Network \$ <u>225</u>/Hr</p> <p>Engineer/Other (type and range): Junior \$ <u>143</u>/Hr</p> <p>Design Engineer (range): \$ <u>225</u>/Hr Installer (range): \$ <u>90</u> /Hr Project Manager (range): \$ <u>195</u>/Hr</p>

<p>3. Provide Prevailing Wage rate for Installation Labor when required by project due to funding sources. Quote hourly rate in Column at right. Attach list of specific job classifications and hourly rates per range.</p>	<p>In specifically identified projects where law and/or local policy requires payment of Prevailing Wage, ensures that budgeting can readily be incorporated into the process.</p>	<p>Laborer (range): \$ <u>60</u>/Hr Installer (range): \$ <u>60</u>/Hr (If Prevailing Wage rates vary by locale, attach separate sheet with current rates by location). See "Exhibit D: Additional Services and Costs"</p>
<p>4. Provide labor rate for additional services not included in the defined scope of Exhibits A.1 and A.2, such as "walk-up" of products above the first floor due to lack of elevator access, double handling, etc. due to unforeseen site conditions. Quote hourly rate per technician in Column at right.</p>	<p>In specific situations where unforeseen site conditions require additional labor, ensures that budgeting can readily be incorporated into the process.</p>	<p>Maximum \$ <u>60</u> /Hr above included costs (if rates vary by trade, attach separate sheet with breakdown of maximum upcharge).</p>
<p>5. Provide labor rates for additional services not included in the defined scope of Exhibits A.1 and A.2, such as reconfiguration of existing product, relocation of existing products, etc. Quote hourly rate only for CA Participating Agencies in Column at right.</p>	<p>In specific situations where Participating Agency wishes to incorporate existing product by vendor, ensures contractual capability to invoice for services.</p>	<p>Laborer (range): \$ <u>60</u> /Hr Installer (range): \$ <u>60</u> /Hr (If rates vary by locale, attach separate sheet with current rates by location.)</p>
<p>6. Provide any additional warranty services.</p>	<p>Assures the Participating Agency that additional requirements may be addressed at time of order.</p>	<p>Attach a specific list of available warranties and applicable costs from which the Participating Agencies may include in their initial product orders. See "Exhibit D, Item 6"</p>
<p>7. Would your firm offer Participating Agency increased flexibility beyond the eight (8) week notification of site readiness required in Exhibit A.1, Criterion B.5 without incurring penalties? Indicate Yes or No in the column at right, and note additional time allowed in weeks.</p>	<p>Recognizes and rewards enterprise-level partnerships between Vendors and agencies, increasing value to the organizations, and allows for Participating Agencies to address project issues and budgets as they arise without requiring additional board approval.</p>	<p>Yes <u> X </u> No _____ Number of weeks allowed prior to scheduled delivery (fewer than 8): <u> 4 </u></p>

<p>8. Would your firm be able to provide 24/7 systems monitoring?</p> <p>Indicate Yes or No in the column at right, and provide costs schedule if 'Yes'.</p>	<p>Allows for pre-determined costs for additional expenses chargeable to project or contractor.</p>	<p>Yes <u> X </u></p> <p>No _____</p> <p>Provide costs schedule in a separate sheet labeled Exhibit D Item 8.</p>
<p>9. Provide Engineering Calculations in project-specific application for applicable products necessary to satisfy state and local code requirements required by project scope. Quote hourly rate only for CA Participating Agencies in Column at right. Specify type of engineering calculations based on response to Exhibit D, Request 1.</p>	<p>In specifically identified projects where code or project requirements demand engineering calculations, ensures that budgeting can readily be incorporated into the process.</p>	<p>Maximum \$ <u>150</u>/Hr.</p>
<p>10. Indicate if your company is capable of providing electronic transmittal of all order documentations in Adobe Reader format to the Participating Agencies including PO acceptance, acknowledgement issuance and invoicing. Indicate Yes or No in the column at right.</p>	<p>Minimizes handling of paperwork and documentation, saving the Participating Agency money; reduces the amount of time needed to initiate and complete the project.</p>	<p>Yes <u> X </u></p> <p>No _____</p>
<p>11. Indicate if your firm agrees in advance to offer additional, appropriate products beyond the products defined in Exhibit B at a pre-defined discount.</p> <p>Quote discount in column at right.</p>	<p>Provides Participating Agencies with pre-determined discount for miscellaneous and/or additional items.</p>	<p>Discount off List Price, Inclusive of Exhibits A.1 and A.2 Services:</p> <p>Product Only: <u> 41.0 </u> %</p> <p>Turnkey: <u> 39.1 </u> %</p>
<p>12. Provide costs for storage of Vendor products within a bonded warehouse facility should the Participating Agency site not be available for receipt of product as confirmed, beyond first thirty (30) days to be covered by Vendor.</p> <p>Quote cubic footage rate only for CA Participating Agencies in Column at right.</p>	<p>Provides contractual capability for Vendor to be reimbursed by Participating Agency should site conditions require storage of shipped items.</p>	<p>Maximum \$ <u> 50 </u> /cubic foot beyond 30 days for California Clients</p>

<p>13. Provide CAD or BIM drawings when required by DSA or project. Provide labeled network diagrams, showing all proposed products and their connectivity to or integration with any existing devices, as required by Participating Agency.</p> <p>Indicate Yes or No in the column at right, and provide costs schedule if 'Yes'.</p>	<p>Clearly diagramming and documenting how the proposed products integrate into and/or replace Participating Agency's existing infrastructure components ensures effective integration of products, and enables the Participating Agency to identify requirements changes at time of order.</p>	<p>Yes <u>X</u></p> <p>No _____</p> <p>Provide costs schedule in a separate sheet labeled Exhibit D Item 13.</p>
<p>14. Provide the amount of Cisco training credits your firm would offer to the Participating Agency. Assume each credit is valued at \$100. Whether included in price or as an additional line item, provide mechanisms to provide ongoing training for existing and incoming technicians at the Participating Agency.</p>	<p>Enables Participating Agency staff to increase their understanding of, and obtain certification on, the technology purchased, positioning them to more effectively address any needs or issues related to the technology.</p>	<p><u>0</u> training credits included at no cost to Participating Agency</p> <p>"See Exhibit D, Item 14 Response"</p>
<p>15. Describe how your firm achieves cross-platform compatibility between systems.</p>	<p>Addresses project requirements for highly dynamic and upwardly scalable environments.</p>	<p>Attach separate document labeled Exhibit D Item 15.</p>
<p>16. Will your firm provide financing, directly or through a financing partner, for a lease option?</p>	<p>Provides financing flexibility to Participating Agency.</p>	<p>Yes <u>X</u></p> <p>No _____</p>
<p>17. Provide a minimum discount for Cisco SMARTnet services, for 1-year and multi-year agreements.</p>	<p>Enables Participating Agencies to achieve further cost savings for services.</p>	<p>Yes <u>X</u></p> <p>No _____</p> <p>If "Yes", attach separate document labeled Exhibit D, Item 17. Outline the minimum discount structure for each type (e.g. 1-year, 3-year, etc.) of service agreement.</p>

I have read and understood the expectations defined in Exhibit D: Additional Services and Costs.



Name: Carol Ann Nordine
Vendor: NetXperts, Inc.

Title: VP of Operations
Date: 04/30/2015

Exhibit D, Item 3:
Additional Services and Costs

<u>Classification</u>	<u>Name</u>	Rates											
		<u>Engineer</u>		<u>Senior Engineer</u>		<u>Engineer/Other</u>		<u>Design Engineer</u>		<u>Installer</u>		<u>Project Manager</u>	
		<i>Std.</i>	<i>Non</i>	<i>Std.</i>	<i>Non</i>	<i>Std.</i>	<i>Non</i>	<i>Std.</i>	<i>Non</i>	<i>Std.</i>	<i>Non</i>	<i>Std.</i>	<i>Non</i>
1	Routers	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
2	Switches	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
3	Network Optimization and Acceleration	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
4	Security	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
5	Storage Networking	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
6	Optical Networking	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
7	Wireless	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
8	Networking Software	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195
9	Unified Communications	\$ 130	\$ 195	\$ 150	\$ 225	\$ 95	\$ 143	\$ 150	\$ 225	\$ 60	\$ 90	\$ 130	\$ 195

Std - Standard Pay

Non - After Hours

<u>Classification</u>	<u>Name</u>	Prevailing Wage Rates							
		<u>Bay Area</u>		<u>North</u>		<u>Central</u>		<u>South</u>	
		<i>Lab.</i>	<i>Ins.</i>	<i>Lab.</i>	<i>Ins.</i>	<i>Lab.</i>	<i>Ins.</i>	<i>Lab.</i>	<i>Ins.</i>
1	Routers	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
2	Switches	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
3	Network Optimization and Acceleration	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
4	Security	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
5	Storage Networking	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
6	Optical Networking	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
7	Wireless	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
8	Networking Software	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50
9	Unified Communications	\$ 58	\$ 58	\$ 49	\$ 49	\$ 52	\$ 52	\$ 50	\$ 50

Lab - Laborer

Ins - Installer

Exhibit D – Item 6

When initial product orders are placed by the Participating Agency there are additional warranty options that can be ordered to help facilitate the needs of the Agency’s specific requirements outside of the required 5 year, 24x7 SMARTnet option that is stated in Exhibit A.2. These options can include additional SMARTnet services and/or a NetXperts Inc. supplied service/maintenance contract. A further description of the available suite of SMARTnet services has been provided below. Both options can be provided by NetXperts Inc. when initial product orders take place or purchased at a later time.

The associated costs with the above options are as follows:

Cisco SMARTnet: See SMARTnet minimum discount structure provided in Exhibit D, Item 17.

NetXperts, Inc. service/maintenance contract: See contract costs schedule provided in Exhibit D, Item 8.

Cisco SMARTnet and Cisco SMARTnet Onsite Services

Service Overview

Your network is the lifeline that connects your customers to goods and services. The effects of downtime can significantly decrease productivity, erode customer confidence, and result in lost revenue. Cisco® SMARTnet® Service helps you reduce downtime with fast, expert technical support, flexible hardware coverage, and smart, proactive device diagnostics.

Features and Benefits

Cisco SMARTnet Service is essential to keeping your business functions available, secure, and operating at peak performance. Cisco SMARTnet offers:

- **Fast support from experts:** Get direct access to the Cisco Technical Assistance Center (TAC), which is staffed by thousands of Cisco professionals.
- **Online self-help support:** Gain access to extensive support resources 24 hours a day, 365 days a year through Cisco’s online knowledge base, communities, resources, and tools. Table 1 details the support resources available with Cisco SMARTnet.
- **Ongoing OS updates and upgrades:** Within your licensed feature set, get ongoing OS support for both minor and major OS releases.
- **Advance hardware replacement:** The right level of hardware support helps minimize downtime. Premium level services provide assurance you will have the parts when you need them.

- **Smart, proactive diagnostics:** Cisco Smart Call Home is an optional, embedded feature that allows you to gain critical insights into and immediate alerts on core network devices to help you quickly identify and resolve issues.

In addition to Cisco TAC phone support, Cisco SMARTnet Service includes access to a range of online self-help resources that let you:

- Solve technical support issues online without opening a case.
- Quickly and easily access the latest security updates, patches, and fixes.
- Expand your experience and skills with technical support, tips, and advice from Cisco experts and other industry professionals.

Table 1. Cisco SMARTnet Service Resources

Resource	Features and Benefits
Cisco Support Web site	Access Cisco's knowledge library, software download area and support tools, designed to help users resolve network issues quickly without opening a case.
Tools and Resources	Get instant access to troubleshooting and configuration tools, knowledgebase, software updates, and other personalized content: <ul style="list-style-type: none"> ● Software Research ● Bug Search Tool ● Error Message Decoder ● Command Lookup tool ● Output Interpreter
Document Access	Access an extensive library of technical documents for Cisco and related equipment applications: <ul style="list-style-type: none"> ● Hardware and software documentation ● Technical videos on demand ● Webcasts and podcasts ● White papers ● Security advisories
Support Case Manager	Submit and track your service requests online View Cisco TAC case history and resolution notes
Support Community	Participate in an online discussion forum for sharing questions, suggestions, and information with other professionals: <ul style="list-style-type: none"> ● Networking professional forums ● Live web conferences ● Ask the Expert: Live chat vents
Social Media	Connect with Cisco technical support using social media apps, including Facebook and Twitter

Cisco SMARTnet Service

Companies sometimes think of [warranties](#) as an adequate defense against product problems. Cisco SMARTnet Service goes far beyond this to provide troubleshooting support, advanced hardware replacement options, and extensive self-help and knowledge transfer to empower your network operations and support staff.

Table 2. SMARTnet Service Features

Equipment Covered	Duration	Hardware Replacement	Cisco OS Updates and Upgrades	Cisco TAC Support	Registered Access to cisco.com	Smart Call Home Diagnostics and Alerts
All ¹	Renewable contracts	Advance hardware replacement ¹ <ul style="list-style-type: none"> • 24x7x2 hour • 24x7x4 hour • 8x5x4 hour • 8x5xNBD 	Yes, updates within the licensed feature set ¹	Yes For life of contract	Yes	Yes ²

¹ Some equipment exclusions might apply. Consult a service sales representative for more details.

² Smart Call Home is offered as an option. Smart Call Home is not supported on Small Business products.

Service Activities and Deliverables

Cisco TAC

When a network problem is affecting business-critical systems, experienced Cisco TAC technology experts can help. Cisco TAC is staffed by Cisco professionals certified in a broad range of Cisco products, service provider architectures, and advanced technologies.

We provide you with 24x7x365 access - by phone, fax, or email - to the Cisco TAC to assist with product use, configuration, and troubleshooting issues.

Cisco TAC response times are listed below:

- **Severity 1 and 2:** Cisco will respond within one hour.
- **Severity 3 and 4:** Cisco will respond no later than one business day.

Online Self Help Support

We provide access to the Cisco Support Web site, which includes Cisco’s extensive knowledge library, software downloads, and support tools designed to help users resolve network issues quickly without opening a case.

You can manage problems according to the Cisco Severity and Escalation Guidelines, which can be viewed at:

http://www.cisco.com/web/about/doing_business/legal/service_descriptions/docs/Cisco_Serv_erty_and_Escalation_Guidelines.pdf.

Access to cisco.com knowledgebase provides helpful technical and general information on Cisco products, at http://www.cisco.com/cisco/web/support/index.html#~shp_services.

Ongoing Software Updates and Upgrades

Cisco provides OS software upgrades and updates for your licensed feature set. Software releases and any supporting documentation are available through cisco.com Software Central at <http://software.cisco.com/swcentral/home.html>.

Hardware Support Services

Protect your Cisco investment and improve business performance with Hardware Support Services. With our tailored service plans, you can have confidence knowing that your hardware can support your ongoing business needs. Cisco offers multiple service levels with different

shipment options, including advanced replacement, return to factory, and return-for-repair services. Premium Services include 2 and 4 hour options.

Table 3. Advanced Hardware Replacement

Service Level	Description
SMARTnet 24x7x2	2-hour response, 24 hours a day, 7 days per week, including holidays
SMARTnet 24x7x4	4-hour response, 24 hours a day, 7 days a week, including holidays
SMARTnet 8x5x4	4-hour response, local business hours based on depot time, 5 days a week
SMARTnet 8x5xNext Business Day	Next business day delivery, local business hours based on depot time, 5 days a week

● **Return to Factory**

Customers are responsible for returning the defective unit to Cisco. Once the part is received, the new hardware is scheduled to ship 10 calendar days from the receipt date. Cisco will pay to ship the replacement, but the customer is responsible for clearance (duties and taxes). Standard turnaround is 10 days.

● **Return for Repair**

On select products, Cisco will repair, replace, or exchange failed hardware. Additional charges may apply if Cisco determines the failed hardware is beyond repair or if no problem is found.

- Cisco makes reasonable efforts to repair and ship the repaired hardware within 30 days from the day Cisco received the hardware.
- Cisco will confirm by email or fax when returned hardware is received under a return material authorization (RMA) number.

On-Site Support

Cisco is committed to providing professional, informed, courteous, customer-focused support services in person at your location. SMARTnet Onsite service includes installation of advance replacement parts.

Table 4. SMARTnet Onsite Hardware Replacement Services

Service Level	Description
SMARTnet Onsite 24x7x2	2-hour response, 24 hours a day, 7 days per week, including holidays
SMARTnet Onsite 24x7x4	4-hour response, 24 hours a day, 7 days a week, including holidays
SMARTnet Onsite 8x5x4	Based on depot time, 4-hour response, 9:00 a.m. and 5:00 p.m. if the request is received before 1:00 p.m., the service (including parts, labor, and materials) will be provided the same day.
SMARTnet Onsite 8x5xNext Business Day	Based on depot time Next Business Day 9:00 a.m. and 5:00 p.m., if the request is received before 3:00 p.m., the service (including parts, labor, and materials) will be provided the next business day. After 3:00 p.m., the service (including parts, labor, and materials) will be provided the following business day.

Smart, Proactive Diagnostics

Gain Critical Insight with Device Diagnostics

Smart Call Home is an optional service that provides proactive, detailed diagnostics and immediate alerts on core network devices. Devices equipped with Smart Call Home technology can notify you of potential issues using a secure, personalized web portal that contains messages, detailed diagnostics, and recommendations. If a serious problem arises, Smart Call Home can automatically generate a service request with the Cisco TAC that is routed to the right team for your particular problem. Visit <http://www.cisco.com/go/smartcall> for more information and to see the latest list of Smart Call Home-capable Cisco devices.

Ordering Information

To place an order, go to [How to Buy](#). You can download software [here](#).

Table 5. Ordering Information

Service Description	Contract Service Level
SMARTnet 24x7x2	S2P
SMARTnet 24x7x4	SNTP**
SMARTnet 8x5x4	SNTE
SMARTnet 8x5xNext Business Day	SNT**
SMARTnet Onsite 24x7x2	C2P
SMARTnet Onsite 24x7x4	C4P
SMARTnet Onsite 8x5x4	C4S
SMARTnet Onsite 8x5xNext Business Day	CS
SMARTnet Software and installation-focused TAC support only, no RMA or other TAC support	SW**

* There are additional service levels available for Cisco Unified Communications Systems. Please contact your account manager for more information.

** These services are also available for the Cisco Small Business products.

Why Cisco Services?

Realize the full business value of your technology investments with smart, personalized, services from Cisco. Backed by a staff with deep networking expertise and a broad ecosystem of partners, Cisco Services enable you to successfully plan, build, and manage your network as a powerful business platform.

Today, the network is a strategic platform in a world that demands better integration of people, information, and ideas. The network works better when services, together with products, create solutions aligned with business needs and opportunities. Cisco Services make that happen.

For More Information

For more information about the Cisco SMARTnet Service, contact you local account representative or visit <http://www.cisco.com/web/services/portfolio/product-technical-support/smartnet/index.html>.



Exhibit D – Item 8

NetXperts is proud to offer the best post deployment customer service in the industry. Our reputation precedes us and our customers rely on NetXperts for many years to manage and monitor their day-to-day network with the least amount of disruption to their business operations after project deployment.

With our Cisco network expertise throughout California for the past 19 years, coupled with our full-time experienced Cisco Certified Engineers, we guarantee our work. Whatever the need, NetXperts has been a leader in IT Managed Services for our valued customers since 1996.

For the past decade, NetXperts has provided the customer post-deployment service after the implementation is complete. With our 24x7 Network Operation Center (NOC) located in Walnut Creek, California, we are able to address any issue within minutes. As a Cisco Gold Partner, a VMware Partner and Microsoft Gold Partner, we are given unlimited resources to benefit our valued customers day to day.

The cost of a service monitoring contract with NetXperts, Inc. is typically based on the amount of devices that would be monitored and can cost the Foundation as little as \$10.00 per device. The simplified 24x7 monitoring schedule below reflects \$10.00 x amount of devices = monthly charge.

Sample Monthly Monitoring Charge:

Device Type	\$10.00 per device	
	<i># of Devices</i>	<i>Monthly Charge</i>
Routers	10	\$ 100
Switches	10	\$ 100
Firewalls	10	\$ 100
Voice Network	10	\$ 100
WLAN	10	\$ 100
Wireless - Access Points, controller, etc.	10	\$ 100
	<i>Total Monthly Charge</i>	\$ 600

(SAMPLE) Computer, Networking, Monitoring, VoIP, Managed Services Agreement

A. DEFINITIONS

NetXperts Inc. a California Corporation shall be defined as NetXperts. NetXperts will provide support services as described herein to the extent these services are ordered by the customer.

Customer/Client is

Customer: FCCC
Street Address: 1234 Main Street
City, State, Zip: Main, CA 91111
Contact: Joe Smith
Phone: (925) 555-5555
Email: [joe.smith@abccompany](mailto:joe.smith@abccompany.org)
.org

B. TERM

This contract shall commence on the specified effective date (if applicable) and end upon termination by either party with 30 days written notice to the other. Prepaid hours contracts expire when all hours have been consumed.

Additionally, this contract may be terminated by the occurrence of any of the following events:

- Default by either party
- Cessation of business or bankruptcy

C. EXCLUSIONS

The following are not covered by this agreement:

- Electrical work external to the equipment
- Damage due to accident, abuse, failure of building systems, or caused by other than normal use.
- Consumable supplies (ribbons, paper, media, batteries, etc)
- Unauthorized modifications by customers or others
- Installation, or de-installation or relocation
- Acts of nature, war, lightning strikes, hackers, viruses, workers' retribution, or other action outside of the control of NetXperts.

D. GENERAL

NetXperts at all times in its performance is an independent contractor. The customer shall exercise no control over the activities of NetXperts. All notices, requests and other communications required by the contract shall be in writing and have proper delivery.

This contract may be modified or amended by mutual agreement of the parties. **The customer is responsible for ensuring all computer files and software are adequately backed up and documented.** NetXperts will not be responsible for customer's failure to do so, nor for costs of reconstructing such data, whatever the cause.

This contract constitutes the entire understanding between the parties and shall prevail in the event of disagreement between the parties.

E. WARRANTIES AND LIMITATIONS

Networking and computer hardware generally carries a warranty and depending on the manufacturer, this warranty could be from a 90-day to 3-year warranty. Software products generally carry no warranty. Any hardware and software that is sold by NetXperts comes with manufacturer warranty unless otherwise specified.

NetXperts warrants its networking and computer services to be correct for 30 days from the date of installation.

Errors that are the result of miscommunication from the client, incompatible hardware chosen or provided by the client, or insufficient knowledge on the part of the client to correctly operate its computer system; will be corrected at the appropriate billing rate or method.

Follow up work and maintenance is not included in installation and development and will be billed at the appropriate rate or method.

F. COMPETITION AND FINDERS FEE

During the client's relationship with NetXperts, and for one year after its termination, a current or former NetXperts consultant may not work for the client, as a consultant or employee, on a basis independent of NetXperts. No such work on the side or in competition with NetXperts is permitted without the client first compensating NetXperts the amount of sixty thousand dollars (\$60,000) as a finders fee for NetXperts finding the consultant.

G. PROGRAMS - RESPONSE, RATES AND BILLING TERMS

Response, Rates and Terms are dependent upon program. Programs are as follows:

CONTRACT SELECTION IS AS FOLLOWS:

1. Project/Network Install	<u>N/A</u>
2. Time & Materials	<u>N/A</u>
3. Hardware Service Contract	<u>N/A</u>
4. Monitoring Services	<u>Yes</u>
5. NOC Remote and Onsite	<u>Yes</u>
6. Managed Services	<u>Yes</u>

1. Project/ Network Install

The project/network installation option provides the customer with a detailed solution and/or installation. Please see attached quote for pricing of equipment and hours. If off site work needs to be scheduled in another city, the hourly rate will be determined by the work performed \$100.00 intern/\$150.00 Microsoft/\$195.00 Cisco. All travel airline plus expenses will be billable.

Terms: Purchase Order, signed quote, Net30 upon approval. Fees for Projects and Network installations are due upon completion of each phase of project.

2. Time and Materials Rates (If NO CONTRACT is in place)

Travel is charged both ways to customer site at the T&M rate. Hours will be charged as follows: 4-Hour minimum for an on-site visit, one (1) hour minimum for telephone or remote access work. Due to the uncertain nature of integrating software and hardware, services are based on hourly work. Any verbal and or written estimate by a NetXperts employee should not be considered a fixed fee or rate, as customer will be billed for actual time.

Time and Materials Rates	Hourly Rate
Project Management	\$195.00
Vocera Applications	\$195.00
Emergin Applications	\$195.00
RFID Applications	\$195.00
CCIE Engineer	\$195.00
IP Communications & Applications	\$195.00
Security & Applications	\$195.00
Wireless & Applications	\$195.00
Satellite Applications	\$195.00
Routing & Switching	\$195.00
Network, Security Analysis	\$195.00
Active Directory, Email/Exchange, Application	\$195.00
Server, Back-up, Storage, Antivirus, Patching	\$195.00

Cabling Plant, Structured Cabling	\$195.00
PC, Laptop, Printer installation and maintenance	\$195.00
Hours Outside of M-F 8-5	2X Above

3. Hardware Service Contract/ Cisco Hardware Replacement Program/SMARTnet

The hardware service contract gives the customer an option to have a firm, fixed monthly payment on hardware specific devices, and receive a guaranteed 4-hour response time to the site. Response and coverage is as follows: Support Contract coverage is from 8:00 A.M. to 8:00A.M. Monday through Sunday.

4. Monitoring Services 24x7

- 24x7 Monitoring
- 24x7 Availability
- 24x7 Alerting
- Port Monitoring
- 24x7 Web portal access of your account
- Up Time, Down Time reports monthly reports

5. Network Operation Center Remote and On-site support

NetXpert's Network Operation Center (NOC) in San Ramon, California operates 7x24 to assist through a secured VPN for immediate remote support on any router, switch, ASA, Network, server, WiFi, VoIP issue that arises. The NetXpert's NOC also monitors and alerts the customer in the event a device is down on their network. Services include basic notification via email, voicemail, and review the error remotely or management of the device to notify the customer then remote in through a VPN and resolve the issue. All customer contracts, monthly tickets, monthly reports can be viewed 7x24 on the web portal.

6. Managed Services: Monitoring and Management 24x7

- 24x7 Monitoring
- 24x7 Availability
- 24x7 Alerting
- Device availability
- Guaranteed response time
- Port monitoring
- ATT circuit monitoring and collaboration
- Device management
- Firewall management
- Intrusion detection and protection support
- Customized Monthly reports
- 24x7 Web portal access of your account
- Bandwidth monitoring reports emailed monthly
- Congestion monitoring reports emailed monthly
- Up Time, Down Time reports emailed monthly
- Monthly testing IOS updates on the routers
- Weekly or quarterly updates of the monitoring
- ISDN Backups circuits tested and monitoring
- Configuration back-ups
- IOS Upgrades semi annually

H. CONTRACT SELECTION IS AS FOLLOWS:

Effective Date: TBD
Expiration Date: TBD

I. MANAGED SERVICES SPECIFICS :

This section is set up to outline any specific particulars about this contract, such as special requirements, specific application inclusions or exclusions, etc. Specific devices covered and specific locations.

Remote support: Troubleshooting and resolution through a secured VPN connection

On-site support: same day to site if required (0-2 hours)

Response time: 0-15 minutes from a NetXperts Cisco Senior Level Engineer

24x7 monitoring of all network & voice network devices.

24x7 Management of all servers, switches, firewalls, and routers voice network & WLAN

Total Monthly Charges: \$10.00 x # of devices

Remote and on-site billing rates of \$175.00 will apply. If on -site is required, 2 hours travel will be billed.

All technical calls can be placed through our 24x7 NOC Help Desk line at 925-806-0800x5 or by emailing support@netxperts.com.

J. ACKNOWLEDGEMENT

The undersigned acknowledge reading, understanding and approving this computer and networking services agreement.

NetXperts Inc.

Customer/Client

Signature **(SAMPLE)**_____

_____ **(SAMPLE)**_____

Name _____

Title _____

Date _____

PO# _____



Exhibit D – Item 13

When required, NeXperts will provide CAD or BIM drawings which may include labeled network diagrams, showing all proposed products and their connectivity to or integration with any existing devices. These drawings will clearly diagram and document how the proposed product integrate into and/or replace an existing infrastructure components ensuring an effective integration. A flat rate of \$150.00 per hour will be charged when this service is required by a Participating Agency.



Exhibit D – Item 17

Cisco SMARTnet can be ordered annually and in order to achieve further cost saving for these services there are multi-year discounts that can be applied to upfront purchases of SMARTnet. The list below identifies the minimum discount structure for 1, 3, and 5 year SMARTnet services. The discounts are based on Cisco SMARTnet published list price in place at the time of order.

FCCC Cisco SMARTnet discount offerings from NetXperts:

- 1 year minimum discount – 21.0%
- 2 years minimum discount – 24.1%
- 3 years minimum discount – 26.46%
- 5 years minimum discount – 28.8%



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified
Communications Equipment CB15-013

Exhibit E: Special Terms and Conditions

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

Notwithstanding anything to the contrary stated elsewhere in the Foundation's Administrative Services Agreement (Agreement), RFP #15-002, and the attachments thereto, or incorporated therein by reference thereto, the following Special Terms and Conditions (Exhibit E) shall apply to the Supplier for Cisco Network, Server, and Unified Communications Equipment products and services and the performance of services and installation of the product by the Supplier to any Participating Agency.

Exhibit E is placed in this Agreement in consideration of unique situations and practices of the industry to which this Agreement refers to. Exhibit E outlines considerations derived from responses to RFP # 15-002. All other exceptions, deviations, or exclusions notated and/or submitted by the Supplier are null and void unless addressed in this Exhibit.

Contract. Hereto forward the agreement between Participating Agency and Supplier that fall under the Terms and Conditions of this Agreement shall be referred to as "Contract".

Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR USE, INCURRED BY CLIENT OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT, TORT, STATUTORY OR OTHERWISE (ANY LEGAL THEORY), EVEN IF SUCH PARTY OR ANY OTHER PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EXCEPT IN THE EVENT OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR IN THE EVENT OF A VIOLATION OF A PARTY'S NON-DISCLOSURE OBLIGATIONS, EACH PARTY'S ENTIRE LIABILITY AND EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO SUPPLIER BY PARTICIPATING AGENCY FOR SERVICES UNDER THE APPLICABLE PROPOSAL/STATEMENT OF WORK. THIS PROVISION SHALL NOT LIMIT THE PARTICIPATING AGENCY'S RESPONSIBILITY FOR THE PAYMENT OF ANY AND ALL PROPERLY DUE CHARGES UNDER THIS CONTRACT.



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified Communications Equipment CB15-013

Exhibit F: Request for Proposal 15-002

To receive an electronic version of the Cisco Network, Server, and Unified Communications Equipment RFP, please contact:

Jorge J.C. Sales, Director of CollegeBuys
jsales@foundationccc.org

and/or

CollegeBuys Program
collegebuys@foundationccc.org



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified Communications Equipment CB15-013

Exhibit G: Supplier Response to Request for Proposal 15-002

To receive an electronic version of the Supplier response to the Cisco Network, Server, and Unified Communications Equipment RFP, please contact:

Jorge J.C. Sales, Director of CollegeBuys
jsales@foundationccc.org

and/or

CollegeBuys Program
collegebuys@foundationccc.org



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

Cisco Network, Server, and Unified Communications Equipment CB15-013

Attachments

Attachment 1: Supplier Commitment

Attachment 2: Sample Quarterly Report Form

Attachment 3: Staging and Installation Definitions

Attachment 4: Product Introduction, Discontinuation, and Substitution

Attachment 5: Formal Price Increase Request Protocol

ATTACHMENT 1

SUPPLIER COMMITMENT

1. **Commitment.** The Foundation asks Supplier to make four commitments to ensure the overall success of the program relating to this Agreement.
 - a. **Corporate Commitment** - A commitment that the Foundation for California Community Colleges (Foundation) has the support of senior management. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon any agency's request, such agency will be transitioned to the Supplier's Foundation contract.
 - b. **Sales Commitment** - A commitment that the Supplier will market the Foundation and that the field and internal sales force will be trained, engaged and committed to offering the Foundation to Participating Agencies in California, with a further commitment that all the Foundation sales be accurately and timely reported.
 - c. **Service Commitment** - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all participating agencies purchasing through the Foundation's contract.
 - d. **Communication and Information Commitment** - Establish the following communication links to facilitate customer access and communication:
 - Information for website
 - Standard logos;
 - Summary of products and pricing;
 - Information web-link to Supplier's website;
 - Overall information about Supplier;
 - Other promotional material as desired.
 - Telephone number for Supplier's designated first point of contact for offerings
 - An e-mail address for general inquiries
2. **Program Promotion.** The Foundation recognizes that each Supplier has a successful business and may choose to meet its commitments to the Foundation's Purchasing Program in a variety of ways that best suit the Supplier's business model, organization, and market approach. The following are Program Standards intended to assist the Supplier in successfully implementing the Foundation contract.
 - a. **Account Management Team** – The Supplier shall provide an account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier's organization. The Supplier shall also designate a Lead Referral Contact Person responsible for receiving communications from the Foundation for California Community Colleges concerning new public agency registrations, and for ensuring timely follow-up by the Supplier's staff on requests for contact from public school districts. Additionally, the Foundation suggests the Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the collegebuys.org website.

ATTACHMENT 1 (continued)

- b. Quarterly Review** – Upon request, the Foundation for California Community College will schedule a quarterly review with the Supplier to evaluate the Supplier’s performance of Supplier Commitments and Program Standards outlined herein.
- c. Foundation for California Community Colleges Purchasing Program Awareness** – The Foundation for California Community Colleges (Foundation) is responsible for marketing the overall Foundation purchasing program concept and programs to Participating Agencies. The Foundation for California Community Colleges marketing is intended to supplement and enhance the direct sales effort of the Supplier. The Supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. The Foundation employs a marketing team, a network of partner associations, direct mail, the Internet and newsletters, and other publications to increase awareness.
- d. Supplier Sales** – The Supplier is responsible for proactive direct sales of the Supplier’s goods and services to public school districts across California and the timely follow up to leads established by the Foundation. Use of product catalogs, targeted advertising, direct mail, and other sales initiatives are encouraged. All sales materials are to use the Foundation logo. The Foundation for California Community Colleges will provide each Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, the Supplier’s sales initiatives should communicate that:
- The contract was competitively solicited by a Public Agency;
 - Best educational pricing focused on the Total Cost of Ownership (TCO);
 - There is no cost to participate;
 - The contracts are non-exclusive.
- e. Sales Force Training** – The Supplier is responsible for the training of its sales force on the Foundation contract. The Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:
- Key features of the Foundation contract;
 - Understanding of the process of development of the Agreement;
 - Working knowledge of the Foundation Organization and Solicitation Process;
 - Awareness of the range of public and private agencies and districts that can access the Foundation;
 - Value Added Benefits of using a contract for public agencies.
-

ATTACHMENT 2

SAMPLE SUPPLIER QUARTERLY REPORTING FORM TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

NOTE: Reports to be submitted electronically as a Microsoft Excel document

Agency Association	Supplier Client Agency Account Number (Constant for each Account)	Agency Name	Contact Person Name	Contact Person Title
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CCC or CA K-12, etc.	123456	Contra Costa Community College District or Diablo Valley College	John Doe	Purchasing Director
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Contact Person Email	Contact Person Phone	Contact Person Fax	Contact Person Mailing Address 1	Contact Person Mailing Address 2	Contact Person City	Contact Person State	Contact Person Zip Code
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<u>XXXX@4c</u> <u>d.net</u>	555-555- 5555	555-555- 5555	CCCCD	500 John Doe Street	Martinez	CA	55555
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Year of Sale	Quarter of Sale	Supplier Invoice Date	Supplier Invoice Number	Invoice Amount *	Additional Discounting from Typical Contracts	Savings
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2015	3	4/20/2015	AB555-55	3,500.00	4,000.00	500.00
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*Excluding taxes, additional services, and transportation

ATTACHMENT 3

STAGING AND INSTALLATION DEFINITIONS

Staging

Staging refers to preparing and testing equipment prior to installation. Staging services are to include:

1. Unpack equipment from shipment boxes
2. Verify model types and quantities received against the materials list
3. Power on and burn in the device for a minimal twenty-four (24) hour period
4. Perform a “power on” verification of each interface
5. Verify that the correct software version is loaded
6. Verify that each equipment is populated with the correct hardware components
7. Save the newly loaded configuration
8. Power-cycle the equipment
9. Validate that the equipment has the proper software and configuration after the power cycle
10. Prepare shipping documentation including the hardware, software, configuration and serial number of the device
11. Label each equipment with the hostname, location, serial number, and IP address, and place label on the accessible side of the device
12. Repack equipment for re-delivery to the Participating Agency

Installation

Installation refers to the installing of equipment on a campus. Standard installation of equipment, typically performed by field engineers, is to include:

1. Unpack equipment from shipment boxes
2. Verify accuracy of the device when compared to shipping documentation and design documentation
3. Assemble, mount, and connect equipment to distribution patch panels with patch cables, per design
4. Organize and contain newly installed patch cords to be consistent with existing wire dressing or according to wire management manufacturer standard practices, including neatness in wire minders and wire binding
5. Perform final testing to verify equipment functionality

ATTACHMENT 4

PRODUCT INTRODUCTION, DISCONTINUATION, AND SUBSTITUTION

This *Formal Product Introduction, Discontinuation, and Substitution Protocol* is established by the Foundation. The Sample Administrative Services Agreement's (Attachment 1) General Provisions section states that the Supplier may submit for review new or enhanced products within the various Classifications specified in the RFP #15-002 that were not part of the Supplier's product line at contract signing. This submittal should be in a formal document presented to the Foundation by the Supplier. If approved model(s) and/or feature(s) become discontinued or unavailable during the term of the Agreement, Supplier will make reasonable commercial efforts to present written Notification to the Foundation and Participating Agency. This document aims to clarify the notification process.

Step 1: Vendor will send a formal written notification for to the Foundation listing products that are to be introduced, and/or discontinued, and/or substituted under the Foundation Agreement.

- a) Reasonable commercial efforts to present written Notification to the Foundation must be 90-days prior to Introduction, Discontinuation, and Substitution of a product.
- b) If Introduction, Discontinuation, and Substitution of a product will affect any existing Participating Agency agreements under this Agreement, the Notification must include a list of Participating Agencies that are to be affected by the Product Introduction, Discontinuation, and Substitution.
- c) The Notification must include sufficient details to allow Foundation staff to effectively and efficiently evaluate the Notification.

Step 2: Foundation will review the Notification in a timely manner and make every effort to get back to the Vendor with any questions or additional information required to evaluate the Notification within ten (10) business days. Please note that some factors the Foundation may consider in this determination may include the following:

- a) Suitability of the product for Introduction and/or Substitution under the Agreement.
- b) Ability of the Participating Agency to adapt to the Discontinuation, Substitution, and/or Introduction of product(s) under this Agreement.
- c) The appropriateness of request relative to other vendors in the industry, and general market conditions for our constituents.

If the Foundation does not feel that the introduced or substituted products do not meet performance specifications, we reserve the right to deny the product Introduction or Substitution, and negotiate better terms for our constituents.

Step 3: If the Notification as presented is accepted, the Foundation will issue a letter of acceptance to the Vendor stating the earliest date the product Introduction, Discontinuation, and Substitution can go into effect. This will be a minimum of sixty (60) days from date of

acceptance. The Foundation may extend this implementation period if warranted by market conditions.

- a) Vendor should anticipate that the processing of all Notifications to take approximately thirty (30) days from receipt of Notification.
- b) Foundation will also post a copy of the approval letter on the Foundation website, and add the approval letter to the Vendor's Agreement packet.
- c) Vendor is responsible for communicating the Product Introduction, Discontinuation, and Substitution acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.

Understanding project lead times and the importance of our constituent's ability to stay on budget, manufacturer is expected to work with any Participating Agency that has received a quote that could be impacted by the Product Introduction, Discontinuation, and Substitution.

ATTACHMENT 5

FORMAL PRICE INCREASE REQUEST PROTOCOL

Detailed below is the Formal Price Increase Protocol that has been established by the Foundation for California Community Colleges (Foundation). Price increases are to be negotiated with the Foundation.

1. Limitations: A Vendor is limited to one (1) Formal Price Increase Request per year (a year is defined as a 365-day period).
2. As of July 1, 2011, ALL Formal Price Increase Requests (Request) are managed as follows:
 - Vendor will send a written Request for Price Increase to the Foundation. Price Increase Request must include sufficient details to allow Foundation staff to effectively and efficiently evaluate the Request. At a minimum the Request should include details on specific product, packaging or other related materials costs that have increased, product lines that are to be impacted, and the net effective impact of the requested adjustments.
 - The Foundation will review the Request in a timely manner and make every effort to get back to the Vendor with any questions or additional information required to evaluate the Request within ten (10) business days.

Please note that some factors the Foundation may consider in this determination may include market conditions, frequency of Request from the manufacturer, appropriateness of Request relative to other vendors in the industry, and general market conditions for our constituents.

- If the Foundation does not determine that the Request is justified, the Foundation reserves the right to either deny the increase or negotiate better terms for its constituents.
- If the price increase as presented is accepted, the Foundation will issue a letter of acceptance to the Vendor stating the earliest date the price increase can go into effect. This will be a minimum of sixty (60) days from date of acceptance. The Foundation may extend this implementation period if warranted by market conditions.
 - i. Vendor should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
 - ii. Foundation will post a copy of the approval letter on the Foundation website.

- iii. Vendor is responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.
- Understanding project lead times and the importance of our constituent's ability to stay on budget, Vendor is expected to work with any college that has received a quote that could be impacted by the price increase. At minimum Vendors will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

The Foundation reserves the right to modify this formal process if the need arises, and will notify Vendor partners of any changes to the Formal Price Increase Protocol.