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Enactment Number	13-2029
Enactment Date	9-25-13



OAKLAND UNIFIED
SCHOOL DISTRICT

Memo

To Board of Education

From Dr. Gary Yee, Acting Superintendent and Secretary of the Board of Education
By: Vernon Hal, Deputy Superintendent, Business Operations
Timothy White, Associate Superintendent, Facilities Planning and Management

Board Meeting Date September 25, 2013

Subject Division of Facilities Planning and Management P.O's. Less than \$50,000.00

Action Requested: Ratification by the Board of Education of the attached contracts for the Division of Facilities Planning and Management.

Legistar #	Name	Amount	Funding Source	P.O.	Project	Date	City
13-2069	Bay City Mechanical	\$8,000.00	Measure B	P.O.	Jefferson New Building	4-30-2013	Richmond
13-2070	Chris Lee	\$4,250.00	County School Facilities Fund	P.O.	Madison Portable Installation	8-26-2013	Oakland
13-2071	Comtel System Technology Inc.	\$4,390.95	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	8-5-2013	Sunnyvale
13-2072	Cor-O-Van	\$4,254.16	General Fund	P.O.	Tilden RAD Relocation	8-21-2013	Poway
13-2073	Cor-O-Van	\$40,980.00	General Fund	P.O.	Tilden RAD Relocation	6-7-2013	Poway
13-2074	Digital Design Communications	\$15,276.01	Measure B	P.O.	Lowell MS Modernization	7-2-2013	Oakland
13-2075	KDI Consultants, Inc.	\$2,520.00	Measure B	P.O.	Oakland Tech HS	6-12-2013	Oakland
13-2076	KDI Consultants, Inc.	\$1,440.00	Measure B	P.O.	Skyline HS	6-12-2013	Oakland
13-2077	Nexus IS	\$45,000.00	Measure B	P.O.	Division of Facilities Planning and Management	8-23-2013	Pleasanton
13-2078	Nor-Cal Moving Services	\$2,500.00	County School Facilities Fund	P.O.	Whittier ES	6-11-2013	Oakland
13-2079	Nor-Cal Nor-Cal Moving Services	\$1,050.00	County School Facilities Fund	P.O.	James Madison MS	6-11-2013	Oakland
13-2080	Nor-Cal Nor-Cal Moving Services	\$290.80	County School Facilities Fund	P.O.	Chabot New Classroom and Multi-Purpose Bldg	12-4-2012	San Lendro
13-2081	Nor-Cal Nor-Cal Moving Services	\$3,000.00	County School Facilities Fund	P.O.	Havenscourt New Classroom and Cafeteria Building	4-30-2013	Oakland
13-2082	Nor-Cal Nor-Cal Moving Services	\$1,000.00	County School Facilities Fund	P.O.	Stonehurst CDC	4-30-2013	Oakland
13-2082	Nor-Cal Moving Services	\$2,500.00	County School Facilities Fund	P.O.	Calvin Simmons MS	4-30-2013	Oakland
13-2084	Nor-Cal Moving Services	\$2,000.00	County School Facilities Fund	P.O.	Arroyo Viejo CDC Renovation	4-30-2013	Oakland
13-2085	NVB Playgrounds, Inc.	\$1,576.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	9-5-2013	Indianapolis, IN



OAKLAND UNIFIED SCHOOL DISTRICT

13-2089	NVB Playgrounds, Inc.	\$8,029.00	County School Facilities Fund	P.O.	Ralph Bunche Portable Installation	4-25-2013	Indianapolis, IN
13-2087	Playworks	\$30,000.00	Developer Fee Fund	P.O.	La Escuelita Educational Center	5-28-2013	Oakland
13-2088	School Outfitters	\$13,308.48	County School Facilities Fund	P.O.	Madison Portable Installation	6-12-2013	Cincinnati, OH
13-1880	WHM Incorporated	\$3,920.00	Measure B	P.O.	Highland New Classroom Building	7-11-2013	Moraga

Discussion:

Among the key purposes of the District's Facilities Master Plan is to provide an academic environment for the Oakland community that will give every student, educator, and community member using our facilities the best possible opportunity for learning.

Through implementation of the Facilities Master Plan, the District intends to improve the District's facilities in terms of structural integrity, safety, reliability of operating (mechanical) systems, access to modern resources, number and type of appropriate laboratories and specialized instruction rooms, opportunities for physical education, and attractiveness, such that the Oakland Public Schools are second to none. Operation of the District schools under the planned approach is intended to ensure safety, cleanliness, and orderliness for all individuals participating in the learning process.

The basic facility needs of students such as proper lighting, functional roofs, noise control and well maintained buildings, not only convey the message that we value our students and teachers but may foster a sense of school pride and community ownership which may improve attitudes towards learning. The implementation of the Facilities Master Plan is our first step in that direction.

Fiscal Impact:

Various

Recommendation:

The Board of Education is requested to approve the Facilities Planning and Management contracts and Purchase Order for the OUSD school sites.

OAKLAND UNIFIED SCHOOL DISTRICT
Division of Facilities Planning & Management

P.O. Number: _____
P.O. Date: _____

PURCHASE ORDER TERMS AND CONDITIONS

NEXUS IS

1. Definitions.

A) "Bid" means the Contractor's offer made in response to a solicitation to perform a contract to supply goods or perform services at a specified price.

B) "Bidder" means a supplier who submits a Bid to the District in response to a solicitation.

C) "Contract" means Contractor's Bid; drawings or specifications, if any; these bid/purchase order terms and conditions together with the terms appearing on the reverse side hereof; and any other documents identified therein or herein as incorporated by reference and inclusive of any subsequently issued addenda and/or amendments.

D) "Contractor" means the business entity designated on the face of this purchase order that is supplying Deliverables to the District. Contractor shall be synonymous with "supplier", "vendor", or other similar term.

E) "Deliverables" means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, and other items to be delivered pursuant to this purchase order including any such items furnished incident to the provision of services.

F) "District" means the Oakland Unified School District.

2. Assignment; Subcontracting. The Contractor may not assign this Contract in whole or in part, and/or monies due Contractor, without the prior written consent of the District and surety, if any. Subject to the foregoing, this Contract shall be binding upon the parties and their respective successors and assigns. All subcontractors must be approved in advance by the District. Upon the District's written request, Contractor shall terminate any subcontractor.

3. Audit. The District shall have the right to examine and audit Contractor's records related to this Contract. Contractor and its subcontractors shall maintain and preserve all such records for a period of at least three (3) years after final payment to Contractor or after final Contract closeout, as determined by the District.

4. Award of Contract. The Bidder's Bid or quotation is deemed a firm offer; issuance of this document as a purchase order evidences the District's acceptance of that offer. If an award is made on a bid, the contract will be awarded according to the authority granted by the Board of Education of the District ("Board") pursuant to California law

5. Acceptance/Rejection of Bids. The District may award a contract on an individual item or combination of items, whichever is in the best interest of the District. A bidder may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same Bid. Bids shall remain open and valid for 120 days after bid opening date unless otherwise stipulated and may be accepted without further written notice by the District. The Bidder may withdraw its Bid at any time before the Bid opening.

6. District Name May Not Be Used. The name and/or logo of the District or any school of the District may not be used in any advertisements or communications which may convey the impression that the District authorizes the solicitation and/or that there may be some connection or endorsement between the District and the Contractor.

- 7. Fingerprinting.** The Contractor and its subcontractors shall fully comply with the provisions of Education Code Section 45125.1 when Contractor and/or its subcontractors will have more than limited contact with District pupils
- 8. Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts of laws.
- 9. Indemnification.** Contractor agrees to indemnify and hold harmless the District, the Board, and their employees, agents, volunteers, affiliates, officers and directors from, and defend each of them against, any injury to person or property, claims, suits, liabilities or expenses (including reasonable attorneys' fees and costs) resulting from or connected with Contractor's performance hereunder, breach of its representations, warranties or obligations hereunder, or Contractor's failure to comply with any applicable law, or regulation.
- 10. Independent Contractor.** Contractor shall perform its obligations under this Contract as an independent contractor of the District. Nothing herein shall be deemed to constitute Contractor and the District as partners, joint venturers, or principal and agent. Contractor has no authority to represent the District. Contractor shall not at any time or manner represent that it or any of its subcontractors or agents are in any manner agents or employees of the District.
- 11. Independence of Bid.** Unless Bidder is furnishing a joint bid, by submitting this Bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of antitrust laws.
- 12. Insurance.** Upon the District's request, Contractor shall provide, and require its subcontractors to maintain, insurance policy/policies and limits of coverage acceptable to the District to protect against claims that may arise from this Contract.
- 13. Joint Bids.** A joint bid submitted by two or more bidders participating jointly in one bid may be submitted, and each participating bidder must sign the joint bid. If the contractor is comprised of more than one legal entity, each entity shall be jointly and severably liable under this contract. In addition, the joint contractors must designate, in writing, one individual having authority to represent them all in matters relating to the contract. The District assumes no responsibility or obligation for the division of orders or purchases among joint contractors.
- 14. License.** Upon payment in full for software, Contractor grants the District a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license, to install and use the software on all computing devices used by or for the benefit of the District. This license is subject to the limitation on the maximum number of end users or other scope limitations listed on the facing page and, if none are listed, this license shall be deemed to be enterprise-wide and the software may be used by all District end users without any maximum number of users. The license shall extend to permit contractors working for the District to use the software in the performance of their duties for the District.
- 15. Non-Discrimination.** Contractor shall comply with all laws prohibiting discrimination in employment and shall include this nondiscrimination requirement in all subcontracts to perform work under the Contract.
- 16. Order of Precedence.** This Contract constitutes the entire agreement between the parties and supersedes any prior or contemporaneous written or oral understanding or agreement and any contrary provisions on packing slips, invoices, or other documents submitted by the Contractor. Any conflict or inconsistency among the components of this Contract shall be resolved by giving precedence in the following order: (1) Contractor's Bid; (2) these Contract Terms and Conditions; (3) all other attachments incorporated into the Contract by reference. No term or condition of this Contract may be terminated, modified, rescinded, or waived except by a writing signed by both parties. No modification or waiver of this Contract shall be deemed effected by Contractor's acknowledgment, confirmation or other documentation containing other or different terms. Should any such document from Contractor contain additional or different terms than this Contract, those terms shall be considered proposals by Contractor which are hereby rejected.

17. **Packaging, Delivery and Acceptance.**

A) Packaging. Items shall be packaged to protect them from damage during transit. Packing slips must include the District Purchase Order number, contents, quantity, and description. Material Safety Data Sheets shall be included when applicable.

B) Delivery. Contractor shall be responsible for delivery on a free-on-board (FOB) Destination basis and shall incur all costs associated with the delivery unless otherwise specified in this Contract. All deliveries shall be set on the District's dock and/or pallets or as otherwise prescribed by the District. All Deliverables are subject to acceptance by District. District will notify Contractor in writing of any defect or nonconformity and Contractor will repair or replace such defective or nonconforming goods or, at the District's option, refund the purchase price to District.

C) Acceptance. If items are not properly packaged or identified, or if items are determined by the District to be defective or non-conforming, deliveries or any part thereof may be rejected, and all costs (return and re-delivery) shall be at the Contractor's expense. All goods to be delivered hereunder may be subject to final inspection, test and acceptance by the District at destination, notwithstanding any payment or inspection at source. The District shall give written notice of the rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the respects in which the goods do not substantially conform to their specifications. Acceptance shall not be construed to waive any warranty rights the District may have at law or by express reservation in this Contract with respect to conformity. Title to and risk of loss of Deliverables shall vest in the District upon acceptance.

18. Performance Guarantee. A performance guarantee may be required on award of annual contracts which exceed \$81,000.

19. Samples. Samples of items may be required by the District for inspection and specification testing and must be furnished free of expense to the District. The samples furnished must be identical in all respects to the items bid and/or specified in the Contract. Samples must be plainly marked with the name of Bidder, bid number, and date of bid opening. Samples may be retained for comparison with deliveries and if not destroyed by tests, may, upon request at the time the sample is furnished, be returned at Contractor's expense. Bidder/Contractor assumes all risk of loss of or damage to samples.

20. Severability. If any provision or part of this Contract shall be declared illegal, void, or unenforceable, such term or provision shall be deemed stricken and the remaining provisions shall continue in full force and effect to the extent permitted by law.

21. Substitutions. Product substitutions require the prior, express written authorization from an authorized District representative.

22. Tax. The District shall pay only California sales tax and use tax and/or Alameda County sales and use tax, as applicable. Contractor shall separately list all applicable taxes on the invoice. The District is exempt from payment of Federal Excise Tax. Contractor shall cooperate with the District in all matters related to taxation and the collection of taxes. The District may, at its option, self-accrue tax and remit same to the state of California pursuant to the District's permit with the state of California.

23. Termination. The District may, by written notice to Contractor, terminate this Contract in whole or in part at any time at the District's convenience or for Contractor default. The District shall hold Contractor liable and responsible for all damages which may be sustained because of the Contractor's default. If Contractor fails or neglects to furnish or deliver any of the deliverables listed herein at the prices named and at the time and places stated herein or otherwise fails or neglects to comply with the terms of the Contract, the District may, upon written notice to the Contractor, cancel the Contract in its entirety, or cancel any or all items affected by such default; and may, whether or not the Contract is cancelled in whole or in part, purchase the Deliverables elsewhere without notice to the Contractor. The prices paid by the District at the time such purchase is made shall be the prevailing market prices. Any extra costs incurred by such default may be collected by the District from the Contractor.

24. Title. Title to and risk of loss of Deliverables shall pass to and vest in the District upon final acceptance by the District.

26. Warranty.

A) Contractor warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. All warranties shall be in addition to any warranties available under law and any standard Contractor warranty.

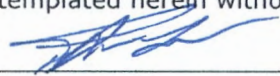
B) At the time of delivery, no software shall contain any virus, "Trojan horse," timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software

or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed and created.

C) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind. There is no action, suit, proceeding, or material claim or investigation pending or threatened against Contractor, that, if adversely determined, might affect any Deliverable or restrict the District's right to use any Deliverable. Contractor knows of no basis for any such action, suit, claim, investigation, or proceeding.

D) Contractor warrants it has full title to the Deliverables and has the right to grant the District the rights and licenses contemplated herein without the requirement for consent of any third party.

AGREED and ACCEPTED:


By: Thomas Lyon
Its: SVP Managed Services

Date: 08/23/2013

EXHIBIT A

OAKLAND UNIFIED SCHOOL DISTRICT
Office of the Board of Education
January 23, 2012

File ID Number: 13-0214
Introduction Date: 1/23/13
Enactment Number: 13-0268
Enactment Date: 1-23-13
By:

To: Board of Education

From: Tony Smith, Ph.D., Superintendent
Vernon Hal, Deputy Superintendent-Business and Operations *VH*

Subject: Approve Agreement under California Multiple Award Schedules (CMAS) and Western States Contracting Alliance (WSCA) Contract Pricing and Provisions for Purchase of Video Surveillance and Data Communication Equipment Hardware, Installation and Maintenance Services with Nexus, IS

ACTION REQUESTED:

That the Board of Education approve the Agreement under CMAS (Contract No. 3-09-70-0163AE) and Western States Contracting Alliance (WSCA) (Contract No. AR233) Contract Pricing and Provisions for Purchase of Video Surveillance and Data Communication Equipment Hardware, Installation and Maintenance Services with Nexus, IS.

BACKGROUND:

The District desires to purchase video surveillance and data communication equipment and hardware, to be installed and maintained at multiple school sites ("Project"). Pursuant to Public Contract Code section 10298 and 10299, the District can utilize the California Multiple Award Schedules and the Western States Contracting Alliance contracts to purchase the Project video surveillance and data communication equipment, hardware, installation and maintenance services (collectively "Equipment and Services") without competitive bidding.

The CMAS and WSCA contracts, offer a wide variety of commodities, non-IT services and information technology products and services at prices which have been assessed to be fair, reasonable and competitive. The use of these contracts is available to public school districts and saves time and expense by not having to competitively bid each item. Additionally, a percentage discount is normally applied to the CMAS and WSCA pricing. The District is receiving a 42% discount for the Equipment and Services.

LOCAL PARTICIPATION:

Nexus IS will exceed the Board requirement of 20% minimum local participation and is committed to allocating at least 50% of labor cost (at least 30% of the total contract dollars) to Oakland Certified Local/Small Local/ Small Local Resident firms.

FISCAL IMPACT

Fund 35, Resource 7710 - County School Facilities Fund and DOJ COPS Grant.

RECOMMENDATION

Staff recommends approval of the Agreement with Nexus, IS to purchase the Equipment and Services for the District's Video Surveillance Project at multiple school sites.

ATTACHMENTS:

California Multiple Award Schedules Purchase Agreement Under CMAS and WSCA Contract Pricing and Provisions

**CALIFORNIA MULTIPLE AWARD SCHEDULES PURCHASE AGREEMENT
UNDER CMAS AND WSCA CONTRACT PRICING AND PROVISIONS**

OAKLAND UNIFIED SCHOOL DISTRICT & Nexus IS

This California Multiple Award Schedules (CMAS) Purchase Agreement ("Agreement") is entered into between the **Oakland Unified School District** ("District") and **Nexus, IS** ("Nexus") as follows:

RECITALS

WHEREAS, the District intends to purchase video surveillance and data communication equipment and hardware, its installation, and maintenance from Nexus, IS ("Equipment") in a cost-effective manner;

WHEREAS, the District would like to avail itself of the benefits and protections of the CMAS program;

WHEREAS, Nexus intends to contract to provide the District with the Equipment that the District needs and Nexus is willing to provide the Equipment pursuant to CMAS program requirements;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the Parties have agreed and do agree as follows:

TERMS AND CONDITIONS

1. This Agreement fully incorporates by this reference the following documents:
 - 1.1. CMAS Contract Number 3-09-70-0163AE ("CMAS Contract"), including the following documents, attached hereto as **Exhibit "A"**:
 - 1.1.1. Supplement No. 6 to the CMAS Contract, updated August 2010;
 - 1.1.2. The terms and conditions of CMAS Contract, dated August 2010; and
 - 1.1.3. Nexus IS's Payee Data Record.
 - 1.2. General Services Administration ("GSA") contract documents, Office of Federal Supply and Services for GSA # GS-35F-4841H ("GSA Contract"), dated March 2, 1998 through March 2, 2013, attached hereto as **Exhibit "B."**
 - 1.3. GSA terms and conditions for the GSA Contract.
 - 1.4. WSCA Agreement Number 7-08-70-13 under Western States Contracting Alliance ("WSCA") Cisco Networking Communications & Maintenance Master Agreement ("WSCA Master Agreement"), State of Utah Contract Ref. No. AR-233. The WSCA Master Agreement is incorporated into **Exhibit "C."**
 - 1.4.1. The Parties acknowledge that Nexus is one of Cisco's "fulfillment partners" under the WSCA Master Agreement. Nexus represents and warrants that it is a fulfillment partner and is authorized to contract to procure and install and provide to the District the items identified under the WSCA Contract
2. To the extent any term or condition of this Agreement is inconsistent with the CMAS Contract, the CMAS Contract shall control, except for the **"Delivery"** and **"Payments"** provisions in this Agreement which shall control over all other contradictory delivery or payment provisions.

3. For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the CMAS Contract shall be interpreted to apply to the District and all duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the CMAS Contract shall apply to the District under this Agreement.
4. For the purposes of this Agreement, all references to the "State of California," "State," and/or "Local Agency" in the WSCA Master Agreement shall be interpreted to apply to the District and all duties and obligations with respect to the "State of California," "State," and/or "Local Agency" under the WSCA Master Agreement shall apply to the District under this Agreement.
5. Nexus shall provide the District with the Equipment, which is more fully described in **Exhibit "D"** to this Agreement, attached hereto and incorporated herein by this reference. The total cost for each piece of Equipment shall be as indicated in **Exhibit "D."** The Equipment, the delivery and installation, the services, and maintenance shall be considered the "Project" or the "Work."
6. The total cost of the Project is One Million Two Hundred Eighty Three Thousand, Eight Hundred and Seventy-Three Dollars and Thirty-Eight Cents (\$1,283,873.38) ("Total Cost").
7. Nexus hereby acknowledges and certifies that that the prices indicated herein are at or below the prices as accepted by the California Department of General Services ("DGS") for the identical items under the CMAS Contract and/or the WSCA Master Agreement, as applicable.
8. The District shall make payment to Nexus based upon completed installation activities or percentages of installation activities completed prior to the end of the payment period subject to the authorization of the District or its representative ("District Representative").
 - 8.1. Nexus shall submit to District Representative a schedule for the Project ("Project Schedule"), which shall be updated monthly. Nexus shall prepare payment applications ("Payment Applications") based on information developed at monthly meetings with the District Representative. Nexus will submit Project Schedule updates and complete cost information as requested by District and shall be a condition precedent to District's payment.
 - 8.2. On the 25th of each month, Nexus shall submit to the District Representative for review a Payment Application filled out and signed by Nexus for Equipment installed and Work completed as of the date of the Payment Application. The Payment Application shall identify the amount of Nexus' total earnings to date, both for Equipment and installation.
9. The District shall hold retention in an amount equal to ten percent (10%) of the Total Cost. Nexus shall request, in writing, release of retention upon completion of installation including all contractual requirements, including but not limited to all start-up services, warranties, guarantees, delivery of operation and maintenance manuals, as-built drawings, etc. Within seven (7) days from receipt of Nexus's written notification, the District Representative will make an inspection to determine that all Equipment and installation Work meets the District's requirements. If the District determines the Project is not complete, the District will provide Nexus with a deficiency list of all items that must be corrected or completed before the District would consider the Project complete. When the above reasons for withholding authorization are removed, authorization will be made for amounts previously withheld.
10. This Agreement may be amended to provide for additions, deletions, and revisions in Equipment and/or installation Work. Nexus initiated changes shall be submitted to the District

in the form of a cost proposal which shall include a complete itemized breakdown of Equipment and installation Work costs. The District's prior written authorization is an express condition precedent to any reimbursement to Nexus of such costs and expenses, and no claim for any additional compensation or reimbursement shall be valid absent such prior written approval by District.

11. Time is of the essence in the performance of this Agreement. Therefore, Nexus shall diligently perform the Project by installing the Equipment required under this Agreement so as to complete its Work within the timeframe established in the Project Schedule. Nexus's failure to complete the Work in the manner required by the Agreement, shall subject Nexus to damages in the amount of five hundred dollars (\$500) per calendar day as liquidated damages, not a penalty, for each calendar day of delay, unless a time extension is granted in writing by District or the District's Representative.
12. Nexus acknowledges that certain governmental departments, public or private utility companies, and other contractors employed by the District may be working simultaneously with and in the vicinity of Nexus's Work areas, and the District may award other contracts which may similarly affect Nexus's work. Where Nexus's Work is associated with that of another contractor, Nexus shall report in writing to the District any visible defect or condition preventing the proper execution of this Agreement. If Nexus proceeds without giving notice, Nexus shall be held to have accepted the work or material and the existing conditions, and shall be responsible for any defects in its own Work as a consequence thereof, and shall not be relieved of any obligation or any guarantee because of any such condition or imperfection. This provision shall be included in any and all other contracts or subcontracts for the Work to be performed where such a conflict could exist.
13. Nexus shall perform all services, installation, and maintenance in cooperation with all other contractors at each of the District sites and under the direction of the District, the District's program manager, and the District's architect(s). Nexus shall coordinate the Installation and storage of its Equipment with the District Representative so as to prevent the interruption of contractors, governmental departments, or public or private utility companies, or District Staff working at the Site. Furthermore, Nexus shall confine Work at the Site to areas permitted by law, ordinances and permits and shall not unreasonably encumber the Site with materials or equipment.
14. Nexus shall be responsible for submitting all shop drawings, product data, and manufacturer's certificates to the District Representative for approval as may be required under the conditions of applicable permits (e.g., Division of the State Architect (DSA)).
15. Nexus shall keep the Site and surrounding area, including public areas immediately adjacent to the site such as temporary pedestrian walkways and sidewalks, free from accumulation of waste materials, rubbish, and excess materials.
 - 15.1. Nexus shall perform such clean up and removal regularly and as often as necessary.
 - 15.2. At completion of the Work Nexus shall remove from and about the Project site waste materials, rubbish, Nexus's tools, equipment, machinery and surplus materials.
 - 15.3. If Nexus fails to clean up, the District may provide twenty-four (24) hour written notice to Nexus and District may then perform the clean up, the cost of which shall be deducted from the amount due Nexus under this Agreement.
16. The parties acknowledge that this Agreement shall require incidental labor to perform the Work. One or more project inspectors ("Inspectors") employed by the District and approved

by DSA will be assigned to the Project in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector(s) duties will be as specifically defined in Title 24. The incidental labor required for the Work shall be under the observation of or with the knowledge of the Inspector. The Inspector shall have free access to any or all parts of the Project at any time. Nexus shall furnish the Inspector such information as may be necessary to keep the Inspector fully informed regarding progress and manner of Work and character of materials. Such observations shall not, in any way, relieve Nexus from responsibility for full compliance with all terms and conditions of the Agreement, or be construed to lessen to any degree Nexus's responsibility for providing efficient and capable superintendence. The Inspector shall have the authority to reject the Work that does not comply with this Agreement or is in violation of the requirement established by DSA. In addition, the Inspector may stop any Work which poses a probable risk of harm to persons or property.

- 17. Fingerprinting / Criminal Background Investigation:** Education Code sections 45125.1 and 45125.2 apply to this Agreement. Nexus shall comply with Education Code sections 45125.1 and 45125.2 by completion of **Exhibit "E"**, attached hereto and incorporated by this reference. Failure to comply with these terms, or permitting unsupervised access by an employee whose name has not been cleared by DOJ as certified by Nexus shall constitute grounds for termination of this Agreement.
- 18. Local / Small Local / Small Local Resident Policy Participation Compliance:** In 2008 the District instituted a local business policy, the Local/Small Local/ Small Local Resident Business Enterprise program ("L/SL/SLRBE"). The L/SL/SLRBE provides economic opportunity to local residents and businesses by supporting local economic development while paying competitive prices for goods and services.
- The L/SL/SLRBE establishes a twenty percent (20%) minimum local participation requirement on all contracts and professional service agreements between OUSD and outside vendors. In addition, the program provides for preference points in negotiated professional services contracts and bid discounts in competitively bid contracts, up to five (5) points or five percent (5%) as the level of local, small local and small local resident business participation increases. (A copy of the District's L/SL/SLRBE may be found at www.ousd.k12.ca.us). Compliance with the District's policy is mandatory.
- 19. Payment and Performance Bonds.** Nexus shall file with the District the following bonds. Corporate sureties on these bonds shall be legally authorized, licensed and admitted through the California Department of Insurance to engage in the business of furnishing surety bonds in the State of California. All sureties shall have an A.M. Best's rating of not less than "A-VIII" and shall be satisfactory to the District.
- 19.1. A Corporate Surety Bond, in a sum not less than one hundred percent (100%) of the Total Cost of the Agreement, to guarantee the faithful performance of the Agreement.
- 19.2. A Corporate Surety Bond, in a sum not less than one hundred percent (100%) of the Total Cost of the Agreement, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of the Agreement.
- 20.** In accordance with the provisions of Section 3700 of the Labor Code, Nexus shall secure the payment of compensation to its employees. Nexus shall provide workers' compensation insurance and occupational disease insurance as required by law and employers' liability insurance with minimum limits of \$1,000,000 covering all workplaces involved in the Agreement. Nexus shall sign and file with the District the following certificate on the form provided by the District:

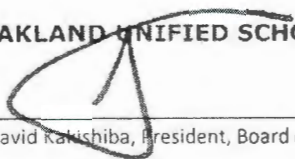
I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

Nexus shall furnish a certificate of insurance or a certificate of permission to self-insure under the Workers' Compensation and Employers' Liability Insurance statutes of the State of California. The certificate shall provide that at least thirty (30) days' prior written notice shall be served on District prior to the cancellation or change of such insurance or self-insurance. Said certificate shall also provide that the insurer shall waive all rights of subrogation against the District, District Representative, Architect, and any other consultant retained by the District, and each of their respective officials, employees and volunteers for losses arising from work performed by Nexus for the District.

21. It is understood that incidental labor will be required under this Agreement. Pursuant to Labor Code section 1772, workers employed by contractors or subcontractors in the execution of any contract for public work are deemed to be employed upon public work as defined in Labor Code sections 1720-1725. Therefore, Nexus shall pay not less than the specified prevailing wage rates to all workers employed in the performance of the work of this Agreement.
22. The parties acknowledge that each of them has fully discussed the contents of this Agreement with their chosen representatives and/or legal counsel and has had the benefit of legal counsel in negotiating and drafting the terms of this Agreement. Accordingly, this Agreement shall not be construed as having been drafted by one party or the other.
23. This Agreement and the attachments hereto and the documents specifically incorporated into the Agreement by reference, constitute the entire agreement between the District and Nexus. No other promises, agreements, or statements between the parties shall be binding unless made in writing and signed by all parties hereto.
24. Each party hereto shall bear its own costs and attorneys' fees incurred or connected with the drafting and signing of this Agreement and the events leading up to this Agreement.
25. This Agreement and the rights and obligations of the parties hereunder shall be construed and interpreted in accordance with the laws of the State of California. Any action or proceeding to enforce this agreement shall be commenced and maintained in the California county in which the District's administrative offices are located.
26. In the event that any action is brought to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, expenses and costs in addition to all other relief to which that party may be entitled.
27. The parties hereto hereby agree to execute all such other documents and to take all such other action as may be reasonably necessary to effect the purposes of this Agreement.
28. This Agreement may be executed in several counterparts and shall be deemed legally effective at such time as counterparts thereof duly executed on behalf of all parties have been furnished and delivered to the attorneys for all parties to this Agreement. Signature of copies and facsimile versions of this Agreement shall have the same force and effect as signature of the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

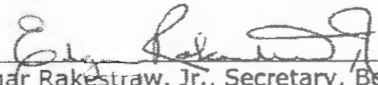
OAKLAND UNIFIED SCHOOL DISTRICT



David Kakishiba, President, Board of Education

Date

1/24/13

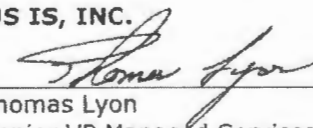


Edgar Rakestraw, Jr., Secretary, Board of Education

Date

1/24/13

NEXUS IS, INC.

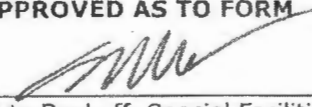


By: Thomas Lyon
Its: Senior VP Managed Services

January 18, 2013

Date

APPROVED AS TO FORM



Cate Boskoff, Special Facilities Counsel

Date

1.31.13

Exhibit A

CMAS Contract Number 3-09-70-0163AE

State of California
MULTIPLE AWARD SCHEDULE
Nexus IS, Inc.

CONTRACT NUMBER:	3-09-70-0163AE
SUPPLEMENT NO.:	6
CMAS CONTRACT TERM:	6/2/2009 through 3/31/2013
CONTRACT CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	August 2010
MAXIMUM ORDER LIMIT:	\$500,000
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0511T
BASE SCHEDULE HOLDER:	EC America, Inc.

This contract provides for the purchase and warranty of Citrix, Ironport, Tandberg, and Cisco hardware, software and maintenance.

The purpose of this contract supplement is to incorporate the following change:

Extend the term of this CMAS contract through December 23, 2012 in accordance with the approved extension of the base Federal GSA Schedule. In addition, a CMAS contract extension of 3 months beyond the expiration of the GSA term has been incorporated into this contract.

All other terms and conditions and provisions of the contract remain unchanged.



Faustino Marquez
FAUSTINO MARQUEZ, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **8/20/2012**

Exhibit B

GSA Contract Number GS-35F-4841H

EXHIBIT A

AUTHORIZED FEDERAL SUPPLY SERVICE INFORMATION TECHNOLOGY SCHEDULE PRICELIST GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

Special Item No. 132-51 Information Technology Professional Services

SIN 132-51 - INFORMATION TECHNOLOGY PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D313	Computer Aided Design / Computer Aided Manufacturing (CAD / CAM) Services
FPDS Code D316	IT Network Management Services
FPDS Code D317	Creation/Retrieval of IT Related Automated New Services, Data Services, or Other Information Services (All other information services belong under Schedule 76)
FPDS Code D399	Other Information Technology Services Not Elsewhere Classified.

AAC Inc.
8470 Tyco Road
Vienna, Virginia 22182
Attn: Bruce E. Rhinehart
(703) 918-6363
rhinehart_bruce@aac.com

Contract Number: GS-35F-4841H
Period Covered by Contract: March 2, 1998 through March 2, 2013

**General Services Administration
Federal Supply Service**

US General Services Administration
Federal Acquisition Service
2200 Crystal Drive, Room 606, QTADFC
Arlington, VA 22202

Price list current through Modification # 14 issued March 31, 2008

Products and ordering information in this Authorized FSSINFORMATION TECHNOLOGY Schedule Pricelist is also available on the GSA *Advantage!* System. Agencies can browse GSA *Advantage!* By accessing the Federal supply Service's Home Page via Internet at www.ffc.gsa.gov.

NOTE 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

NOTE 2: Offerors and Agencies are advised that the Group 70—Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

NOTE 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances these services must be performed by the publisher or manufacturer of one of their authorized agents.

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INFORMATION FOR ORDERING ACTIVITIES

Special Notice to Agencies: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Supply Schedules Program. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micropurchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule Contractors or consider reasonably available information by using the GSA Advantage!TM On-line shopping services (www.fss.gsa.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Supply Service Home Page (www.fsa.gsa.gov) contain information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micropurchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. Contractor's Ordering Address:

AAC Inc.
8470 Tyco Road
Vienna, Virginia 22182
(703) 918-6363

Contractor's Payment Address:

AAC Inc.
8470 Tyco Road
Vienna, Virginia 22182
(703) 918-6363

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payment will be shown on the invoice. The following telephone number (s) can be used by ordering activities to obtain technical and/or ordering assistance. **(703) 918-6363.**

3. **Liability for Injury or Damage:** The Contractor shall not be liable for any injury to ordering activity personnel arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. **Statistical Data for Government Ordering Office Completion of Standard Form 279:**

Block 9: G. Order/Modification Under Federal Schedule
Block 16: Data Universal Numbering System (DUNS): 112636576
Block 30: Type of Contractor: B. Other Small Business
Block 31: Woman-Owned Small Business: No
Block 36: Contractor's Taxpayer Identification Number (TIN): 54-1233442

4a. CAGE Code: 1CZ82

4b. Contractor has registered with the Central Contractor Registration Database.

5. **FOB Destination**

6. **Delivery Schedule**

(a) **TIME OF DELIVERY.** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below.

Special Item Number

Delivery Time (Days ARO)

132-51

As negotiated between the Contractor and the
Ordering Activity

(b) **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the

ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. **Discounts:** Prices shown are NET prices; Basic discounts have been deducted.
 - (a) Prompt Payment: None; Net 30 ARO
 - (b) Quantity: None
 - (c) Dollar Volume: None
 - (d) Government Educational Institutions: Government Educational Institutions are offered the same discounts as all other Government customers.
 - (e) Other: None

8. **Trade Agreements Act of 1979, as amended:** All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. **Statement Concerning Availability of Export Packing:** Export packing is available at extra cost outside the scope of this contract.

10. **Small Requirements:** The minimum dollar value of orders to be issued is \$100.

11. **Maximum Order:** (All dollar amounts are exclusive of any discount for prompt payment.)
 - (a) The maximum dollar value per order will be \$500,000 for all Information Technology Professional Services.
Special Item 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS): Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. Contractor Tasks / Special Requirements (C-FSS-370) (NOV 2001)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. The Industrial Funding Fee does NOT apply to travel and per diem charges.

NOTE: Refer to FAR Part 31.205-46 Travel Costs, for allowable costs that pertain to official company business travel in regards to this contract.

- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing

such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) Insurance: As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) Personnel: The Contractor may be required to provide key personnel, resumes or skill descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) Organizational Conflicts of Interest: Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) Documentation/Standards: The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) Data/Deliverable Requirements: Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) Government-Furnished Property: As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) Availability of Funds: Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.

15. Contract Administration for Ordering Activities:

Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4 paragraphs (1) Termination for the ordering activity's convenience, and (m) Termination for Cause. (See C.1)

16. GSA Advantage!

The GSA *Advantage!* is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA *Advantage!* will allow the user to perform various searches across all contracts including, but not limited to:
(1) Manufacturer

- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse *GSA Advantage!* by accessing the Internet World Wide Web utilizing a browser (ex: NetScape). The Internet address is <http://www.fss.gsa.gov>.

17. Purchase of Open Market Items:

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract.

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) – referred to as open market items – to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19)).

(2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable:

(3) The items are clearly labeled on the order as items not on the Federal Supply Schedule: and

(4) All clauses applicable to items not on the Federal Supply Schedule are included in the order

18. Contractor Commitments, Warranties and Representations

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

(1) Time of delivery/installation quotations for individual orders;

(2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.

(3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. Overseas Activities

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. Contractor Team Arrangements

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Contractor's Reports of Sales and 552.238-76, Industrial Funding Fee, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. Installation, Deinstallation, Reinstallation

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act applies.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. Section 508 Compliance

If applicable, Section 508 Compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following:
<http://www.section508.gov/>.

24. Prime Contractor Ordering From Federal Supply Schedules

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of a ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order --

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:
This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. Insurance—Work On A Government Installation (JAN 1997) (FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in

the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Services within the scope of this Information Technology Schedule
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract in accordance with this clause.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise

agreed to by the Contractor and the ordering activity.

- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

a. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

b. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

c. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

d. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The inspection of Services-Fixed Price (Aug 1996) (Deviation – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection-Time-and-Materials and Labor-Hour (Jan 1986) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – May 2003) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit contractor access to all facilities necessary to perform the requisite IT service.

9. INDEPENDENT CONTRACTOR

All IT Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the Government.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions .

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

- b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule

contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.232-7 (DEC 2002), (Alternate II – Feb 2002) (Deviation – May 2003)) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

- (a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.
- (b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—
 - (1) The offeror;
 - (2) Subcontractors; and/or
 - (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. DESCRIPTION OF IT SERVICES AND PRICING

- a. The Contractor guarantees the satisfactory completion of all IT Services performed under the contract,
and shall exercise sufficient diligence to ensure the technical correctness and accuracy of the services performed. The Contractor shall perform at its sole expense, and services that are determined by the Government to be deficient, in order to ensure the satisfactory completion of such services.
- b. The Contractor further guarantees that all personnel utilized in the performance of IT Services under the contract shall have the education, experience and expertise. Please refer to AAC's Services - Skill Category Descriptions that provide a description of IT Services offered under SIN 132-51. This section describes employee labor categories, employee responsibilities, employee experience, and employee education with AAC's GSA Schedule Pricelist that follows.
- c. Other Direct Costs (ODCs) are available outside the scope of this contract. These costs will be negotiated separately with the ordering agency per the guidelines set forth in the FAR. For travel, Agencies are to follow the Federal Travel Regulations or Joint Travel Regulations, as applicable.

**USA COMMITMENT TO PROMOTE SMALL BUSINESS
PARTICIPATION PROCUREMENT PROGRAMS**

PREAMBLE

AAC Inc. provides commercial products and services to the ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrate our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact Bruce E. Rhinehart, (703) 918-6363, Jim Francis, (703) 918-6328, or Yvonne Adair, (703) 918-6313.

BEST VALUE
BLANKET PURCHASE AGREEMENT
FEDERAL SUPPLY SCHEDULE

(Insert Customer Name)

In the spirit of the Federal Acquisition Streamlining Act (ordering activity) and (Contractor) enter into a cooperative agreement to further reduce the administrative costs of acquiring commercial items from the General Services Administration (GSA) Federal Supply Schedule Contract(s) _____.

Federal Supply Schedule contract BPAs eliminate contracting and open market costs such as: search for sources; the development of technical documents, solicitations and the evaluation of offers. Teaming Arrangements are permitted with Federal Supply Schedule Contractors in accordance with Federal acquisition Regulation (FAR) 9.6.

This BPA will further decrease costs, reduce paperwork, and save time by eliminating the need for repetitive, individual purchases from the schedule contract. The end result is to create a purchasing mechanism for the ordering activity that works better and costs less.

Signatures

Ordering Activity Date

Contractor Date

BPA NUMBER _____

(CUSTOMER NAME)
BLANKET PURCHASE AGREEMENT

Pursuant to GSA Federal Supply Schedule Contract Number(s) _____, Blanket Purchase Agreements, The Contractor agrees to the following terms of a Blanket Purchase Agreement (BPA) EXCLUSIVELY WITH (ordering activity):

- (1) The following contract items can be ordered under this BPA. All orders placed against this BPA are subject to the terms and conditions of the contract, except as noted below:

MODEL NUMBER/PART NUMBER	*SPECIAL BPA DISCOUNT/PRICE
_____	_____
_____	_____
_____	_____

- (2) Delivery:

DESINATION	DELIVERY SCHEDULES / DATES
_____	_____
_____	_____
_____	_____

- (3) The ordering activity estimates, but does not guarantee, that the volume of purchases thorough this agreement will be _____.
- (4) This BPA does not obligate any funds.
- (5) This BPA expires on _____ or at the end of the contract period, whichever is earlier.
- (6) The following office(s) is hereby authorized to placer orders under this BPA:

OFFICE	POINT OF CONTACT
_____	_____
_____	_____
_____	_____

- (7) Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX, or paper.
- (8) Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or sales slips that must contain the following information as a minimum:
- (a) Name of Contractor;

- (b) Contract Number;
- (c) BPA Number;
- (d) Model Number or National Stock Number (NSN);
- (e) Purchase Order Number;
- (f) Date of Purchase;
- (g) Quantity, Unit Price, and Extension of Each Item (unit prices and extensions need not be shown when incompatible with the use of automated systems; provided, that the invoice is itemized to show the information); and
- (h) Date of Shipment.

(9) The requirements of a proper invoice are specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified within the purchase order transmission issued against this BPA.

(10) The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

BASIC GUEDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contract Team Arrangements” (See FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule Contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract.

Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customers needs, or –
- Federal Supply Schedule contractors may individually submit a Schedules “Team Solution” to meet the customer’s requirement.
- Customers make a best value selection.

Services
Skill Category Descriptions

001-Technical Director

Category Description: Oversees a wide variety of projects in functional areas. Functional areas include engineering, systems analyst, and quality control. Focal point for the client. Confers with client and project manager to provide technical advice and to assist with problem resolution.

Education: MS and 10 years, or an equivalent of 16 years work related experience.

002-Project Manager

Category Description: Manages engineers, analysts, technicians and others in the performance and delivery on a contract. Tasks may include systems design, analysis, programming, evaluation, installation, testing and application. Responsible for administrative direction of contract.

Education: BS and 7 years, or an equivalent of 11 years work related experience.

003-Task Manager

Category Description: On major contracts assists the technical director or project manager in the administrative direction of the contract including status reports, task assignments, budgeting and time reporting.

Education: BS and 5 years, or an equivalent of 9 years work related experience.

004-Task Technical Lead

Category Description: Provides direct customer interface at the task leader level. Assists in development of a plan describing the technical approach, organizational resources and management controls to be employed to meet the cost performance and schedule requirements.

Education: BS and 7 years, or an equivalent of 11 years work related experience

005-Administrative Support

Category Description: Provides administrative support including documentation, planning, and support, project administration, office support, human resource planning and event administration.

Education: HS, or an equivalent of 3 years work related experience.

006-Technical Editor / Writer

Category Description: Assists in collecting, editing and organizing information required for preparation of manuals, training materials, guides, and other reports and deliverables.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

007-Senior Training Specialist

Category Description: Organize, prepare and conduct complex training and educational programs for information systems or user personnel. May design and develop programs, maintain records of training activities, employee progress and program effectiveness. Competent to work at the highest level of all phases of information systems training including traditional classroom instruction, computer assisted instruction, interactive computer assisted instruction and interactive video. Develop, maintain, and enhance training curriculum. Provide scheduled formal and/or informal training classes to system users to increase user competence and minimize user problems.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

008-Training Specialist

Category Description: Develop state-of-the-art curricula, materials and handbook. Conduct training classes and provide training overviews. Conduct and report on training evaluations.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

009-Quality Assurance Manager

Category Description: Maintains the level of quality throughout the project life cycle. Maintains a process for evaluating systems and associated documentation. Conducts formal and informal reviews. Reviews work products for correctness, adherence to concept and standards. Coordinates problem solutions and user satisfaction.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

010-Senior Technologist

Category Description: Provides guidance and multi-disciplined leadership to evaluate client's needs and develop effective solutions on a cost-effective basis. Plans, develops and administers policies covering broad function areas. Oversees the work of staff and senior level professionals. Schedules and allocates work, provides advice, guidance and training to subordinates. May lead or coordinate complex task project teams.

Education: MS and 10 years, or an equivalent of 16 years work related experience.

011-Senior Consultant

Category Description: Specialist, highly expert and experienced in a particular technology. Produces innovative and state-of-the-art solutions to complex problems.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

012-Consultant

Category Description: Specialist, expert and experienced in a particular technology. Produces innovative solutions to problems.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

013-Systems Engineer IV

Category Description: Provides a wide variety of network analysis and engineering tasks in the design and implementation of integrated networks. Acts as a lead in defining and executing systems engineering activities including planning, testing, validation and staffing.

Education: MS and 7 years, or an equivalent of 13 years work related experience.

014-Systems Engineer III

Category Description: Defines and executes system engineering activities. These activities may include planning, performance management, testing, validation, bench-marking and documentation.

Education: BS and 7 years, or an equivalent of 11 years work related experience.

015-Systems Engineer II

Category Description: Under general supervision, defines and executes systems engineering activities. These activities may include planning, performance management, testing, validation, bench-marking and documentation.

Education: BS and 5 years, or an equivalent of 9 years work related experience.

016-Systems Engineer I

Category Description: Under supervision, defines and executes systems engineering activities. These activities may include planning, performance management, testing, validation, bench-marking and documentation.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

017-Communications Engineer IV

Category Description: Leads, analyzes, planning, design, engineering, implementation management or support of communications systems to include local, wide, and metropolitan area networks and information technology infrastructure which could include fiber optics, cable, copper cable, FDDI, RF, DSP, Tempest. Documents the existing information technology architectures, designs the target architecture, and provides migration strategies.

Education: BS and 5 years, or an equivalent of 9 years work related experience.

018-Communications Engineer III

Category Description: Leads, analyzes, planning, design, engineering, implementation management or support of communications systems to include local, wide, and metropolitan area networks and information technology infrastructure which could include fiber optics, cable, copper cable, FDDI, RF, DSP, Tempest. Documents the existing information technology architectures, designs the target architecture, and provides migration strategies.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

019-Communications Engineer II

Category Description: Has knowledge in one or more aspects of communication network architects. May posse's broad knowledge in network integration, network interoperability, communication technologies or network protocols.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

020-Communications Engineer I

Category Description: Has knowledge in one or more aspects of communication network architects. May posses broad knowledge in network integration, network interoperability, communication technologies or network protocols.

Education: BS and 1 year, or an equivalent of 5 years work related experience.

021-Engineer IV

Category Description: Performs a variety of network engineering tasks, either independently or under supervision, which is broad in nature and is concerned with the design and implementation of integrated networks including personnel, hardware, software and support facilities and/or equipment.

Education: BS and 1 year, or an equivalent of 5 years work related experience.

022-Engineer III

Category Description: Under supervision, performs a variety of network engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks including personnel, hardware, software and support facilities and/or equipment.

Education: AS and 3 years, or an equivalent of 5 years work related experience.

023-Engineer II

Category Description: Under supervision, performs a variety of network engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks including personnel, hardware, software and support facilities and/or equipment.

Education: AS and 2 years, or an equivalent of 4 years work related experience.

024-Engineer I

Category Description: Under supervision, performs a variety of network engineering tasks which are broad in nature and are concerned with the design and implementation of integrated networks including personnel, hardware, software and support facilities and/or equipment.

Education: AS and 1 year, or an equivalent of 3 years work related experience.

025-Technician IV

Category Description: Works under supervision to perform a variety of network engineering tasks which are broad in nature, including the design and implementation of integrated networks, hardware, software and support facilities and/or equipment, engineering research, design development, and customer specifications.

Education: HS or an equivalent of 4 years work related experience.

026-Technician III

Category Description: Works under supervision to perform a variety of network engineering tasks which are broad in nature, including the design and implementation of integrated networks, hardware, software and support facilities and/or equipment, engineering research, design development, and customer specifications.

Education: HS or an equivalent of 3 years work related experience.

027-Technician II

Category Description: Works under supervision to perform a variety of network engineering tasks which are broad in nature, including the design and implementation of integrated networks, hardware, software and support facilities and/or equipment, engineering research, design development, and customer specifications.

Education: HS or an equivalent of 2 years work related experience.

028-Technician I

Category Description: Works under supervision to perform a variety of network engineering tasks which are broad in nature, including the design and implementation of integrated networks, hardware, software and support facilities and/or equipment, engineering research, design development, and customer specifications.

Education: HS, or an equivalent of 1 year work related experience.

029-Intern II

Category Description: Duties will include, but are not limited to, supporting engineers and project managers in providing network management, installation, hardware components or software development.

Education: HS

030-Intern I

Category Description: Duties will include, but are not limited to, supporting engineers and project managers in providing network management, installation, hardware components or software development.

Education: HS

031-Help Desk III

Category Description: Manages the help desk function and personnel. Provides daily supervision and direction to staff who are responsible for phone and in person support to users in the area of email, directories, standard Windows desktop applications and applications developed or deployed under the contract. The personnel serve as the first point of contact for troubleshooting hardware/software, PC and printer problems.

Education: AS and 3 years, or an equivalent of 5 years work related experience.

032-Help Desk II

Category Description: Serves as the point of contact for troubleshooting hardware/software, PC and printer problems. Provides phone and in person support to users in the areas of email, directories, standard Windows desktop applications and applications developed under the contract.

Education: HS or an equivalent of 3 years work related experience.

033-Help Desk I

Category Description: Serves as the point of contact for troubleshooting hardware/software, PC and printer problems. Provides phone and in person support to users in the areas of email, directories, standard Windows desktop applications and applications developed under the contract.

Education: HS or an equivalent of 3 years work related experience.

034-Data Entry Clerk II

Category Description: Performs data entry and verification using contemporary FIP entry devices. Data is from numerous types of source documents requiring various formats. May be required to code data to forms prior to data entry. May be required to perform start up and shut down of various automated systems.
Education: HS or an equivalent of 3 years work related experience.

035-Data Entry Clerk I

Category Description: Performs data entry via online data terminal, key to disk, or similar device. Verifies data entered. Works under supervision.
Education: HS or an equivalent of 3 years work related experience.

036-Systems Analyst IV

Category Description: Senior scientist who independently performs a variety of systems design and engineering tasks which are broad in nature and are concerned with design and implementation of major systems development and integration, including supporting personnel, hardware, software and support facilities and/or equipment. Is considered a subject matter expert in one or more areas of computer systems design and networking.
Education: MS and 7 years, or an equivalent of 14 years work related experience.

037-Systems Analyst III

Category Description: Acts as a lead in performing systems analysis of computer and communications network systems. Oversees the overall installation of computer operating systems, network and application software. Has the ability to adapt to new situations and environments. Possesses keen troubleshooting skills.
Education: MS and 6 years, or an equivalent of 13 years work related experience.

038-Systems Analyst II

Category Description: Performs systems analysis of computer and communications / network systems. Oversees the overall installation of computer operating systems, network, and application software. Has the ability to adapt to new situations and environments.
Education: MS and 5 years, or an equivalent of 12 years work related experience.

039-Systems Analyst I

Category Description: Under general supervision, performs systems analysis of computer and communications / network systems; performs systems installation of

computer operating systems, network, application software, and computer network hardware. Provides hotline support to customers.

Education: BS and 5 years, or an equivalent of 9 years work related experience.

040-Analyst IV

Category Description: Under general supervision, performs analysis of computer and communications / network systems. Performs systems installation of computer operating systems, network, application software, and computer network hardware. Provides hotline support to customers.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

041-Analyst III

Category Description: Under supervision, performs analysis of computer and communications / network systems, performs systems installation of computer operating systems, network, applications software, and computer network hardware. Provides hotline support to customers.

Education: BS and 3 years, or an equivalent of 7 years work related experience.

042-Analyst II

Category Description: Under supervision, performs analysis of computer and communications / network systems, performs systems installation of computer operating systems, network, applications software, and computer network hardware. Provides hotline support to customers.

Education: AS and 4 years, or an equivalent of 6 years work related experience.

043-Analyst I

Category Description: Under supervision, performs analysis of computer and communications / network systems, performs systems installation of computer operating systems, network, applications software, and computer network hardware. Provides hotline support to customers.

Education: AS and 3 years, or an equivalent of 5 years work related experience.

044-Database Administrator III

Category Description: Provides technical expertise in the use of DBMS, evaluates and recommends available DBMS products to support validated user requirements, defines file organization, indexing methods, and security procedures for specific user applications.

Education: BS and 3 years, or an equivalent of 7 years work related experience.

045-Database Administrator II

Category Description: Works under general supervision, usually as part of a team, to execute various database projects. Work may involve the development and maintenance of database software, as well as problem resolution.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

046-Database Administrator I

Category Description: Works under supervision, usually as part of a team, to execute various database projects. Work may involve the development and maintenance of database software, as well as problem resolution.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

047-Database Developer IV

Category Description: Performs systems analysis, design, integration, programming, documentation, and implementation of applications which are administrative or business oriented in nature using a database as a development tool. Directs and participates in all phases of complex systems development activities involving interfaces between database applications and systems developed using other tools. Applies business and data manipulation principles and methods to technical problems to arrive at automated solutions. Designs and repairs technical reports and related documentation.

Education: MS and 7 years, or an equivalent of 14 years work related experience.

048-Database Developer III

Category Description: Performs systems analysis, design, integration, programming, documentation, and implementation of applications which are administrative or business oriented in nature using databases as a development tool. Participates in all phases. Has full technical knowledge of all phases of applications systems analysis and programming.

Education: MS and 5 years, or an equivalent of 12 years work related experience.

049-Database Developer II

Category Description: Under general supervision, designs, implements, and maintains moderately complex databases. Includes maintenance of database directories and integration of systems through database design.

Education: BS and 5 years, or an equivalent of 9 years work related experience.

050-Database Developer I

Category Description: Under immediate supervision, assists in the implementation and maintenance of databases.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

051-Applications Developer IV

Category Description: Formulates/defines systems scope and objectives for assigned projects. Devises or modifies procedures to solve complex problems concerning computer equipment capacity and limitations, operating time and form of desired results. Prepares detailed specifications from which programs will be written. Responsible for program design coding, testing, debugging and documentation. Has full knowledge of all phases of applications systems analysis and programming. Has good understanding of the business or function for which application is desired.

Education: MS and 7 years, or an equivalent of 14 years work related experience.

052-Applications Developer III

Category Description: Acts independently, under general direction, formulates/designs systems scope and objectives. Devises or modifies procedures to solve complex problems. Responsible for program design, coding, testing, debugging and documentation. Has full technical knowledge of all phases of applications systems analysis and programming.

Education: MS and 5 years, or an equivalent of 12 years work related experience.

053-Applications Developer II

Category Description: Under general supervision, formulates and defines systems scope and objectives through research and fact finding to develop or modify moderately complex information systems. Prepares detailed specifications from which programs will be written. Designs, codes, tests, debug documents and maintains those programs. Competent to work on most phases, but requires guidance in other phases.

Education: BS and 5 years, or an equivalent of 9 years work related experience.

054-Applications Developer I

Category Description: Under immediate supervision, assists in research and fact finding to develop or modify information systems. Assists in preparing detailed specifications from which programs will be written. Designs, codes, tests, debugs, documents and maintains those programs.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

055-Software Engineer IV

Category Description: Under general supervision, engineer's software solutions based upon client requirements. Works on projects that make use of commercially available or custom computer aided software engineering tools. Develops technical documentation detailing the project design parameters.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

056-Software Engineer III

Category Description: Under general supervision, engineers software solutions based on client requirements. Makes use of commercially available or custom computer aided software engineering tools.

Education: BS and 3 years, or an equivalent of 7 years work related experience.

057-Software Engineer II

Category Description: Under general supervision, engineer's software solutions based upon client requirements. Makes use of commercially available or custom computer aided software engineering tools. Supports a Senior Software Engineer as required.

Education: AS and 4 years, or an equivalent of 6 years work related experience.

058-Software Engineer I

Category Description: Under general supervision, engineer's software solutions based upon client requirements. Makes use of commercially available or custom computer aided software engineering tools. Supports a Senior Software Engineer as required.

Education: AS and 3 years, or an equivalent of 5 years work related experience.

059-Programmer IV

Category Description: Analyzes, designs, codes and documents complex applications for computers and related equipment. Performs technical tasks using both standard and non-standard analysis, design, and programming techniques. Determines customer requirements and analyzes problems in terms of user requirements, input data and form, output data and form, available computer configuration, processing, turn around requirements, input and output checking and overall problem schedule requirements. Develops and writes machine or some other source language instructions.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

060-Programmer III

Category Description: Under supervision, performs technical tasks using standard and non-standard analysis design, and programming methods and techniques. Analyze problems in terms of user requirements, input data and form, output data and form. Develops coding level flow charts and associated descriptive text from general program statements, and code assigned segments of a program using machine and/or other program languages. Assists in developing test routines and data.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

061-Programmer II

Category Description: Under supervision, performs technical tasks using standard and non-standard analysis design, and programming methods and techniques. Analyze problems in terms of user requirements, input data and form, output data and form. Develops coding level flow charts and associated descriptive text from general program statements, and code assigned segments of a program using machine and/or other program languages. Assists in developing test routines and data.

Education: AS and 4 years, or an equivalent of 6 years work related experience.

062-Programmer I

Category Description: Under supervision, performs routine technical tasks using standard programming methods and techniques. Develops coding level flow charts and associated descriptive text from general programming statements and code assigned segments of a program using machine and/or other program languages. Assists in developing test routines and data. Test code and assist in evaluation of the total project.

Education: AS and 2 years, or an equivalent of 4 years work related experience.

063-Internet Design Specialist IV

Category Description: Experienced in building and maintaining internet applications and solutions in a complex mainframe or client server environment. Experienced in developing web sites and web pages and coordinating the integration of web technology with software applications and database management systems. Experienced in the usage of FTP, Gopher, and WWW to retrieve documents.

Education: BS and 4 years, or an equivalent of 8 years work related experience.

064-Internet Design Specialist III

Category Description: Experienced in all version of HTML markups. Expertise in editing major documents for internet applications. Able to utilize FTP, Gopher, WWW to retrieve and modify documents. Familiar with internet tools such as editors, converters and helper applications used to produce HTML documents.

Education: BS and 2 years, or an equivalent of 6 years work related experience.

065-Internet Design Specialist II

Category Description: Experienced in the design of web sites and web pages. Creates and optimizes graphic images and logos. Provides visual structure and incorporates interactive applications into web pages and collection designs.

Education: AS and 4 years, or an equivalent of 6 years work related experience.

066-Internet Design Specialist I

Category Description: Experienced in utilization of word processing applications / software. Knowledge of HTML codes required for text, tables and graphics.

Education: AS and 2 years, or an equivalent of 4 years work related experience.

AAC Inc.

GSA Schedule Contract
Price List

CLIN	Labor Category	Rate 4/3/08 - 3/2/09	Rate 3/3/09 - 3/2/10	Rate 3/3/10 - 3/2/11	Rate 3/3/11 - 3/2/12	Rate 3/3/12 - 3/2/13
1	Technical Director	220.12	227.82	235.79	244.04	252.58
2	Project Manager	139.32	144.20	149.25	154.47	159.88
3	Task Manager	96.12	99.48	102.96	106.56	110.29
4	Task Technical Lead	139.32	144.20	149.25	154.47	159.88
5	Administrative Support	65.47	67.76	70.13	72.58	75.12
6	Technical Writer/Editor	81.37	84.22	87.17	90.22	93.38
7	Senior Training Specialist	103.44	107.06	110.81	114.69	118.70
8	Training Specialist	75.86	78.52	81.27	84.11	87.05
9	Quality Assurance Mgr.	89.64	92.78	96.03	99.39	102.87
10	Senior Technologist	229.86	237.91	246.24	254.86	263.78
11	Senior Consultant	182.49	188.88	195.49	202.33	209.41
12	Consultant	161.60	167.26	173.11	179.17	185.44
13	Systems Engineer IV	151.71	157.02	162.52	168.21	174.10
14	Systems Engineer III	144.81	149.88	155.13	160.56	166.18
15	Systems Engineer II	137.92	142.75	147.75	152.92	158.27
16	Systems Engineer I	122.74	127.04	131.49	136.09	140.85
17	Communications Eng. IV	119.79	123.98	128.32	132.81	137.46
18	Communications Eng. III	113.08	117.04	121.14	125.38	129.77
19	Communications Eng. II	107.27	111.02	114.91	118.93	123.09
20	Communications Eng. I	98.93	102.39	105.97	109.68	113.52
21	Engineer IV	98.93	102.39	105.97	109.68	113.52
22	Engineer III	92.42	95.65	99.00	102.47	106.06
23	Engineer II	85.14	88.12	91.20	94.39	97.69
24	Engineer I	76.63	79.31	82.09	84.96	87.93
25	Technician IV	65.47	67.76	70.13	72.58	75.12
26	Technician III	58.50	60.55	62.67	64.86	67.13
27	Technician II	51.73	53.54	55.41	57.35	59.36
28	Technician I	44.59	46.15	47.77	49.44	51.17
29	Intern II	38.63	39.98	41.38	42.83	44.33
30	Intern I	30.36	31.42	32.52	33.66	34.84
31	Help Desk III	76.63	79.31	82.09	84.96	87.93
32	Help Desk II	65.47	67.76	70.13	72.58	75.12
33	Help Desk I	57.93	59.96	62.06	64.23	66.48
34	Data Entry Clerk II	65.47	67.76	70.13	72.58	75.12
35	Data Entry Clerk I	57.93	59.96	62.06	64.23	66.48
36	Systems Analyst IV	151.86	157.18	162.68	168.37	174.26

37	Systems Analyst III	142.11	147.08	152.23	157.56	163.07
38	Systems Analyst II	136.53	141.31	146.26	151.38	156.68
39	Systems Analyst I	128.20	132.69	137.33	142.14	147.11
40	Analyst IV	114.23	118.23	122.37	126.65	131.08
41	Analyst III	107.27	111.02	114.91	118.93	123.09
42	Analyst II	91.94	95.16	98.49	101.94	105.51
43	Analyst I	76.63	79.31	82.09	84.96	87.93
44	Data Base Admin. III	186.19	192.71	199.45	206.43	213.66
45	Data Base Admin. II	158.61	164.16	169.91	175.86	182.02
46	Data Base Admin. I	137.92	142.75	147.75	152.92	158.27
47	Data Base Developer IV	151.86	157.18	162.68	168.37	174.26
48	Data Base Developer III	136.53	141.31	146.26	151.38	156.68
49	Data Base Developer II	122.74	127.04	131.49	136.09	140.85
50	Data Base Developer I	114.23	118.23	122.37	126.65	131.08
51	Applications Dev. IV	151.86	157.18	162.68	168.37	174.26
52	Applications Dev. III	136.53	141.31	146.26	151.38	156.68
53	Applications Dev. II	122.74	127.04	131.49	136.09	140.85
54	Applications Dev. I	114.23	118.23	122.37	126.65	131.08
55	Software Engineer IV	107.27	111.02	114.91	118.93	123.09
56	Software Engineer III	98.93	102.39	105.97	109.68	113.52
57	Software Engineer II	91.94	95.16	98.49	101.94	105.51
58	Software Engineer I	85.14	88.12	91.20	94.39	97.69
59	Programmer IV	96.54	99.92	103.42	107.04	110.79
60	Programmer III	91.94	95.16	98.49	101.94	105.51
61	Programmer II	85.14	88.12	91.20	94.39	97.69
62	Programmer I	78.61	81.36	84.21	87.16	90.21
63	Internet Design Spec IV	132.41	137.04	141.84	146.80	151.94
64	Internet Design Spec III	91.94	95.16	98.49	101.94	105.51
65	Internet Design Spec II	73.11	75.67	78.32	81.06	83.90
66	Internet Design Spec I	57.93	59.96	62.06	64.23	66.48

STATE OF UTAH - STATE COOPERATIVE CONTRACT

CONTRACT NUMBER AR-233

1. CONTRACTING PARTIES: This State Cooperative Contract is between the **Division of Purchasing and General Services**, an agency of the State of Utah, ("State"), with its principle place of business at State Office Building, Capitol Hill, Salt Lake City, UT 84114-1061 and the following CONTRACTOR:

Cisco Systems, Inc
Name
170 West Tasman Drive
Address
San Jose CA 95134
City State Zip

LEGAL STATUS OF CONTRACTOR

- Sole Proprietor
 Non-Profit Corporation
 For-Profit Corporation
 Partnership
 Government Agency

Contact Person: Greg Semler, Cisco Acct Team Phone #1-503-598-7172 Fax # 1-503-598-7166
Email gsemler@cisco.com Federal Tax ID# 77-0059951 Vendor # VC0000118462
Commodity Code # 20464, 20623 & 20621 [For WSCA internal purposes]

2. GENERAL PURPOSE OF CONTRACT: The general purpose of this contract is to provide:

WSCA Contract to provide Data Communications Equipment Associated OEM Maintenance and Training per RFP #DG7500.as further described in Attachment A.

3. CONTRACT PERIOD: Effective date: 10/1/2007 Termination date: May 31, 2010 unless terminated early or extended in accordance with the terms and conditions of this contract. Renewal options (if any): Maximum of four additional years
4. PRICING AS PER THE ATTACHMENT Discounts
PAYMENT TERMS: Net 30
DAYS REQUIRED FOR DELIVERY: Generally shipped within 30 Days after receipt of order (See Attachment B, Section 20)
MINIMUM ORDER: None
FREIGHT TERMS: F.O.B. Destination - Freight Prepaid
5. CONTRACT NO. AR - 233 - Table of Contents
ATTACHMENT A: Addendum 1
ATTACHMENT B: WSCA Terms and Conditions (Revised)
ATTACHMENT C: Contractor Terms and Conditions
ATTACHMENT D: Cisco Master Services Terms and Conditions
ATTACHMENT E: Redacted Cisco RFP Response to RFP DG 7500

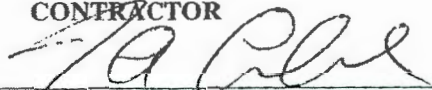
6. DOCUMENTS INCORPORATED INTO THIS CONTRACT BY REFERENCE BUT NOT ATTACHED:

- a. All other governmental laws or regulations applicable to the Products and/or Services authorized for purchasing under this contract.
- b. Utah State Procurement Code, Procurement Rules

This Cover Sheet, including the above-referenced Attachments, constitutes the complete Agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the parties. Any contingencies or additional terms contained on a Purchase Order are not binding upon Cisco. The terms and conditions of this final Agreement shall prevail regardless of any conflicting or additional terms on the Purchase Order or elsewhere other than by written amendment to this Agreement.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR



Contractor's Signature

FRANK A. CALDERONI

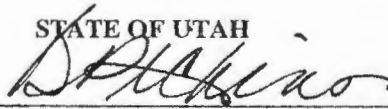
VP, WW SALES FINANCE

Type or Print Name and Title

Sept 27, 2007

Date

STATE OF UTAH



Douglas G. Richins

Director, Div. of Purchasing & General Svs.

OCT 01 2007

Date



WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE
MASTER AGREEMENT AR-233

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WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE
MASTER AGREEMENT
("WSCA Master Agreement")
[State of Utah Contract Ref. No. AR-233]

Attachment A – Addendum A

This Addendum lists additional terms and conditions of the contract between the State of Utah, acting on behalf of WSCA, referred to as "WSCA" or "State", and Cisco Systems, Inc, referred to as Contractor. The State of Utah is acting as the Lead State for the procurement process resulting in WSCA Contracts for *Data Communications Equipment, associated OEM Maintenance and Training*.

A. Manufacturer Product Line(s)

This contract authorizes the Contractor to provide the following manufacturer's Data Communications Equipment, Maintenance, and Training, as listed by category. No other equipment or maintenance will be covered under this contract, unless identified in an amendment to the contract. Products covered under this agreement are:

Routers: Cisco
Switches: Cisco
LAN/WAN Wireless: Cisco
CSU/DSU: Cisco
Security: Cisco
Networking Software: Cisco
Optical: Cisco
Storage Area Networking: Cisco
Unified Communications/Telephony: Cisco
Management and Monitoring Software: Cisco
Cisco SmartNet and Advanced Services (e.g., NOS)

B. State of Utah/WSCA Contract Manager

Debbie Gundersen
State of Utah

Division of Purchasing and General Services
State Office Building, Capitol Hill
Room 3150
Salt Lake City, UT 84114-1061

email: dgundersen@utah.gov
Voice: (801) 538-3150
Fax: (801) 538-3882

C. Remittance Address

Remit to Authorized Fulfillment Partner. Under each Participating Addendum, Cisco has authorized certain Cisco resellers to issue, receive and process orders and payments for transactions under each Participating Addendum. Resellers' remittance addresses will be posted at the WSCA website, along with their contact information and "remit to" addresses.

D. Contractor Requirements

1. Contractor Responsibility

Contractor is solely responsible for fulfillment of the responsibilities under the terms and conditions of the contract. Without diminishing the foregoing, Contractor may authorize one or more of its Fulfillment Partners, as defined in this Agreement, Attachment B § 1, to directly fulfill any of its responsibilities under this Agreement. The Purchaser will issue purchase orders and make payments to the named Contractors or its authorized Fulfillment Partners as updated on the WSCA website. References in the Contract to the "Contractor" shall be understood to refer to its respective Fulfillment Partners, as authorized by Cisco.

2. Serving Subcontractors

If Contractor or its Fulfillment Partners are using servicing subcontractors for the performance of local marketing, maintenance and/or technical support services in accordance with the terms and conditions of this Contract, servicing subcontractors may not directly accept purchase orders or payments for products or services from Purchasers under the terms and conditions of the contract. Only Contractor or Fulfillment Partners authorized by Cisco and listed on the WSCA website may directly accept purchase orders, invoice or receive payments for products or services under the terms and conditions of the contract. The authorized Purchaser has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.

3. WSCA Administration Fee

The Contractor must pay a WSCA administration fee of one half of one percent (0.5%) in accordance with the terms and conditions of this Contract. The WSCA administration fee is not negotiable.

The administration fee is calculated by multiplying 0.5% against the "Net Purchase Price" paid by the Customer. The "Net Product Purchase Price" is defined as Contractor's product list price, minus all applicable contract discounts, rebates or value added incentives, and excluding sales, use, or other applicable taxes, surcharges or like fees, to the extent applicable to an Order.

The WSCA Administration Fee shall be made out to WSCA and paid quarterly at the time of submission of each report to the following address:

WSCA
Attn: Debbie Gundersen
State Office Building,
Capitol Hill
Room 3150
Salt Lake City, UT 84114 - 1061

4. Change in Contractor Representatives (Refer to Attachment C, § 6.)
5. Website Development and Maintenance
Contractor must maintain said website and keep the information current and correct on a timely basis.
6. Rollout and Marketing
Contractor may conduct a marketing effort in the Participating States.
7. Right to Publish
Unless release is otherwise required by law or final order of a court of competent jurisdiction, Contractor must secure prior approval from the contract manager for permission to release any confidential information that pertains to the potential work or activities relating to this contract "Confidential information" shall mean information that is marked confidential upon receipt and not otherwise available in the public domain or otherwise rightfully known or available independent of this contract. Failure to adhere to this requirement may result in termination of the contract for cause.
8. Contractor's Scope of Equipment and Services
Contractor may only fill contract orders from the scope of equipment and services under contract. Any sale made under this contract by the Contractor of equipment, products or services not explicitly covered by the scope of Products and related Services described in Section A, above, as now or hereafter updated or amended by the parties, may result in contract termination for cause.
9. E-Rate Requirement
Contractor must participate in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications

Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contractor.

10. Product Revision Requests

Contractor must submit updated price list(s) upon publication, or any other product model changes, addition of new products, product upgrades or services in a timely manner.

Contractor agrees to delete obsolete and discontinued products from the contract price list(s) on a timely basis. Major product model changes will be incorporated into the contract as soon as possible after product introduction, to be offered at the same rate of discount for the appropriate price list product category and its discount.

11. Maintenance of Then-Current Price List with Firm Discount(s) Applied

Manufacturer's price list(s) must be tailored by the Contractor for WSCA with the WSCA contract discount(s) applied; this must be created and maintained by the Contractor on an Internet website hosted by the Contractor, at no additional charge(s) to WSCA. This website will be listed as a link from the WSCA website.

E. Contract Scope of Equipment and Related Services

Any sale by the Contractor of equipment, products or services not explicitly covered by the scope of equipment, products and related services described below may result in contract termination for cause.

1. Discounts off Manufacturers Price List

a. Pricing Discounts

Products and Services sold under the WSCA Master Agreement are subject to the then-current Cisco Global Price List in effect at time of order as posted on Contractor's website at <http://www.cisco.com>, less the applicable contract discounts set forth below.

The following minimum firm pricing discounts apply to purchases made under this WSCA Master Agreement:

<u>Product</u>	35%
<u>Smartnet Maintenance</u>	
1 year:	10%;
3 year prepaid commit:	17%
<u>Professional Services/AS/Training</u>	10%

The pricing discounts set forth above (and in Attachment A – Addendum 1) apply to purchases made under this WSCA Agreement upon the same terms and conditions set forth herein during the contract term.

To the extent that a Participating State or individual Purchaser proposes additional requirements or a change to the stated terms and conditions set forth in this Agreement, both Contractor and the Purchaser shall mutually agree to such change in writing in the Participating Addendum. However, the Contractor reserves the right, in its sole discretion and judgment, as a condition of giving its consent, to modify the pricing discounts stated herein to reflect potential additional costs, obligations, risks or liabilities associated such additional terms, or to reject the proposed change. In the event of Contractor's agreement, the agreed upon changes shall be set forth in the Participating Addendum.

b. WSCA Member-State Coverage
Cisco will serve all WSCA states.

A list of approved Authorized Resellers under each Participating Addendum will be maintained by Contractor online throughout the term of the Contract.

2. Resolution of Customer Problems

Escalation of outstanding contract issues, including warranty, maintenance or service issues, shall be first resolved in accordance with the Fulfillment Partner's escalation procedures posted and maintained at the Fulfillment Partner's WSCA website.

For all ongoing, transactional issues that cannot be resolved satisfactorily following the Reseller escalation procedures, customers should contact the Contractor's Local designated point of contact named under the Participating Addendum.

With respect to Cisco Smartnet, the most current version of the "*Severity and Escalation Guidelines*" will be posted and maintained online during the life of the contract. The current guidelines are available at: <http://www.cisco.com/legal/services.html>

3. Escalation Procedures

Refer to Section 2, above.

4. Technical Services (Equipment Warranty, Installation, Training, Maintenance Options, Replacement and other miscellaneous included Services)

Cisco's Technical Services offerings as now or hereafter updated during the Contract term are included under this agreement. The most current version of Cisco's terms of services offerings are available on-line at:

<http://www.cisco.com/legal/services.html>. Customer orders for Technical Services will be subject to standard Cisco terms of service agreement in the form set forth in Attachment D to this Agreement.

5. Fulfillment Partners (Resellers)

A list of the Fulfillment Partners authorized under Attachment C, Exhibit C, will be posted on the WSCA Website at www.aboutwsca.org and on the Contractor's network website. This list will be updated as changes are made during the contract term.

Fulfillment Partners must at all times be qualified and authorized by Cisco in order to participate as Resellers under this Contract. Fulfillment Partners are authorized by Cisco to fulfill any requirements under this Contract and are further subject to reasonable approval of the Participating Addendum signatory. At the request of and for the administrative convenience of WSCA, a minimum of two (2) and a maximum of five (5) Servicing Sub-Contractors shall initially be named under each Participating Addendum; provided, however, that additional Sub-Contractors may be added at any time under a Participating Addendum with the Participating Addendum signatory's consent.

Revision Date: September 10, 2007

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WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE
MASTER AGREEMENT
("WSCA Master Agreement")
[State of Utah Contract Ref. No. AR-233]

Attachment B

WSCA Terms and Conditions (Revised)
Standard Contract Terms and Conditions
Western States Contracting Alliance

[Note for WSCA Participants: Changes have been made to the WSCA Standard Contract Terms and Conditions. Attachment B, as mutually revised and approved by both parties, is set forth below in its entirety and supersedes and replaces prior versions.]

1. **Definitions:** This section contains definitions that are used throughout this Agreement.
 - 1.1. "Business Day" and "Business Hours" shall mean Monday through Friday, 8:00 a.m. to 5:00 p.m., Purchaser local time, except for holidays observed by national banks located in the State of California and the Participating State.
 - 1.2. "Contractor" shall mean Cisco Systems, Inc. ("Cisco"), its employees and agents. Contractor also includes any firm, provider, organization, individual, or other entity performing the business activities under this Agreement authorized by and on behalf of Contractor. It shall also include any Subcontractor retained by Contractor as permitted under the terms of this Agreement.
 - 1.3. "Customer" – See "Purchaser"
 - 1.4. "Effective Date" (WSCA Master Agreement)– shall mean the date of execution and signature by both Cisco and the State of Utah, acting on behalf of and with the intent to bind WSCA pursuant to its authority as the WSCA Contract Manager of this WSCA Master Agreement, whichever occurs last.

- 1.5. “Equipment” shall mean Cisco tangible hardware offerings incorporated within the scope of this Agreement and associated with communications as listed on Attachment A, Section A.
- 1.6. “Fulfillment Partner” (also referred to as “Reseller”) shall mean a third party contractor qualified and authorized by Cisco, and approved by the Participating State under a *Participating Addendum*, who may, to the extent authorized by Cisco, fulfill any of the requirements of this Agreement including but not limited to providing Products and Services under this Agreement at the Prices established in this Agreement and billing Purchasers directly for such Products and Services. Cisco may, upon written notice to the Participating State, add or delete authorized Fulfillment Partners as necessary at any time during the contract term. Fulfillment Partner has no authority to amend this Agreement or to bind Cisco to any additional terms and conditions.
- 1.7. “Local Public Body” shall mean a political subdivision of the Participating State, and the agencies, public instrumentalities and institutions thereof, including, without limitation, all cities, towns, counties, courts, special districts, and educational institutions (K-12 or higher education).
- 1.8. “Participating Addendum” shall mean a written, bilateral agreement executed and delivered by and between Cisco and a Participating State that expressly incorporates the terms of this WSCA Master Agreement, and any other mutually agreeable terms set forth in the *Participating Addendum*. Upon execution, the term WSCA Master Agreement will be deemed to incorporate the *Participating Addendum* for Participating States. (For purposes of meeting the foregoing execution requirement, the State of Utah will be deemed to have executed a *Participating Addendum* upon execution of this WSCA Master Agreement.)
- A Local Public Body may execute a *Participating Addendum* in its own name (and independent of whether the state in which it is located itself executes a *Participating Addendum*) only with the express, written approval of Cisco and the WSCA Contract Manager. In such event, the Local Public Body will be deemed to have accepted and assumed the rights and obligations of a “Participating State”, “Purchaser” and/or “Customer” under its *Participating Addendum*.
- 1.9. “Participating State” shall mean a member of WSCA authorized under state law to participate under this Agreement who subsequently executes a *Participating Addendum*, or any other state or Local Public Body authorized by the WSCA Contract Manager and Cisco to be a party to the resulting Agreement who subsequently executes a *Participating Addendum*. “Participating State” shall be deemed to refer to the State of Utah when acting as a Participating State in its sovereign capacity (and not in its capacity as the WSCA Contract Manager).

- 1.10. "Price" shall mean charges, costs, rates, and/or fees charged for the Products and Services under this Contract and shall be paid in United States dollars.
- 1.11. "Product(s)" shall mean any Contractor-supplied communications Equipment, Software and documentation within the scope of this Agreement as referenced on Attachment A, Section A, and listed on Cisco's then-current Global Price List.
- 1.12. "Purchase Order," "Order" or "Order Document" shall mean any official document and attachments thereto specifying the Products and/or Services to be purchased from Contractor, the issuance of which document shall be deemed to constitute Purchaser's acceptance of and agreement to be bound by the terms of this Agreement.
- 1.13. "Purchaser" (also referred to as "Customer") shall mean: (a) the State of Utah when acting as a Participating State in its sovereign capacity (and not as the WSCA Contract Manager), (b) any office, department, commission, council, board, committee, institution, legislative body, agency, public authority, public benefit corporation, other government corporation or public educational institution of a Participating State or a Local Public Body within such Participating State, provided that such entity is authorized, under applicable laws, rules and/or regulations of the Participating State, (i) to purchase Product(s) and Services pursuant to this Agreement solely by execution of the applicable *Participating Addendum*, and (ii) to legally bind such body to the terms of such agreement solely by the issuance of a Purchase Order, Order or Order Document in accordance with and pursuant to this Agreement, and (iii) has been authorized by the WSCA Contract Manager and Cisco to participate under this WSCA Master Agreement.
- 1.14. "Services" shall mean those services within the scope of Attachment A, Section A, and listed on Cisco's then-current Global Price List, including consulting, training, installation and maintenance services, and/or other services related to the Products being acquired and further described at cisco.com and which are subject to the terms of service set forth in Attachment D.
- 1.15. "Servicing subcontractor" shall mean a third party subcontractor of Cisco or a Fulfillment Partner.
- 1.16. "Software" shall mean the object code version of computer programs licensed pursuant to this Agreement. Embedded code, firmware, internal code, microcode, and any other term referring to software residing in the Equipment that is necessary for the proper operation of the Equipment is included in this definition of Software. Software includes all prior, current, and future versions of the Software and all maintenance updates and error corrections. For purposes of this Agreement, "Software" shall include (and the terms and conditions of this Agreement shall apply to) any upgrades, updates, bug fixes or modified versions (collectively,

"Upgrades") or backup copies of the Software licensed or provided to Customer by Cisco, or an authorized distributor for which Customer has paid the applicable license fees.

- 1.17. "State" shall mean the State of Utah when acting as the WSCA Contract Manager and not as a Participating State.
 - 1.18. "State Agency" shall mean any state office, department, commission, council, board, committee, institution, legislative body, agency, public authority, public benefit corporation, other government corporation or public educational institution.
 - 1.19. "Subcontractor" shall mean one not in the employment of Contractor, who is performing all or part of the business activities under this Agreement under a separate subcontract with Contractor or its Fulfillment Partners. The term "Subcontractor" means Subcontractor(s) of Cisco or its Fulfillment Partners provided, however, that subcontractor(s) may not receive Orders, invoice, or receive payments directly from Purchasers.
 - 1.20. "Termination Date" shall mean the date of termination of the WSCA Master Agreement on May 31, 2010, or such dates as extended upon mutual agreement of the parties for renewal options.
 - 1.21. "WSCA" shall mean the Western States Contracting Alliance (WSCA). WSCA is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Rights and obligations under this contract are limited to those Participating States who execute a *Participating Addendum* with Cisco.
 - 1.22. "WSCA Contract Manager" or "Contract Manager" shall mean the individual state member designated as the contract manager by WSCA, currently the State of Utah, as responsible for the legal maintenance and administration of this WSCA Master Agreement, notices, reports and any other pertinent documentation or information.
 - 1.23. "WSCA Master Agreement" (also referred to as "Agreement" or "Contract") shall mean the underlying purchasing agreement executed by and between the State of Utah ("State"), as WSCA Contract Manager acting on behalf of WSCA, and Cisco, as now or hereafter amended.
2. **QUANTITY ESTIMATES:** Participating States do not guarantee to purchase any amount under this Agreement.
 3. **SPECIFICATIONS:** *Intentionally Omitted.*
 4. **ACCEPTANCE OR REJECTION OF PROPOSALS:** *Intentionally Omitted.*
 5. **SAMPLES:** See the "Demonstration or Evaluation Equipment" Section in Attachment C.

6. **CASH DISCOUNT TERMS:** *Not Applicable.*
7. **TAXES:** See the "Prices; Taxes" in Attachment C, Section 2.
8. **MODIFICATION OR WITHDRAWAL OF PROPOSALS:** *Intentionally Omitted.*
9. **INTELLECTUAL PROPERTY INFRINGEMENT:**
 - 9.1. Cisco will have the obligation and right to defend any claim, action, suit or proceeding ("IPR Claim") brought against Purchaser so far as it is based on a claim that any Product supplied under this Agreement infringes Third Party IPR (as defined below). Cisco will indemnify Purchaser against any final judgment entered in respect of such an IPR Claim by a court of competent jurisdiction and against any settlements arising out of such an IPR Claim. Cisco's obligations to defend the IPR Claim and indemnify the Purchaser are conditional upon:
 - 9.1.1. Purchaser notifying Cisco promptly in writing of the IPR Claim or threat thereof;
 - 9.1.2. Purchaser giving Cisco full and exclusive authority for the conduct of the defense and settlement of the IPR Claim and any subsequent appeal; and
 - 9.1.3. Purchaser giving Cisco all information and assistance reasonably requested by Cisco in connection with the conduct of the defense and settlement of the IPR Claim and any subsequent appeal.
 - 9.2. For the purposes of this Agreement, Third Party IPR means a United States copyright existing as at the date of Purchase or a United States patent issued as at the date of Purchase Order.
 - 9.3. If an IPR Claim has been made, or in Cisco's reasonable opinion is likely to be commenced, Purchaser agrees to permit Cisco, at its option and expense, either to: (a) procure for Purchaser the right to continue using the Product; (b) replace or modify the Product so that it becomes non-infringing; or (c) immediately terminate both parties' respective rights and obligations under this Agreement with regard to the Product, in which case Purchaser will return the Product to Cisco and Cisco will refund to Purchaser the price originally paid by Purchaser to Cisco for the Product, as depreciated or amortized by an equal annual amount over three years from date of original shipment.
 - 9.4. Notwithstanding the foregoing, Cisco has no liability for, and Purchaser will defend and indemnify Cisco against, any IPR Claim arising from:
 - 9.4.1. the combination, operation, or use of a Product supplied under this Agreement with any product, device, or software not supplied by Cisco;

- 9.4.2. the amount or duration of use which Purchaser makes of the Product, revenue earned by Purchaser from services it provides which utilize the Product, or services offered by Purchaser to external or internal customers;
- 9.4.3. the alteration or modification of any Product supplied under this Agreement from and after the date such Product is so supplied and such alteration or modification is not made by Cisco;
- 9.4.4. Cisco's compliance with Purchaser's designs, specifications, or instructions; or
- 9.4.5. Purchaser's use of the Product after Cisco has informed Purchaser of modifications or changes in the Product required to avoid such an IPR Claim if the alleged infringement would have been avoided by implementation of Cisco's recommended modifications or changes.

9.5. THIS SECTION STATES THE ENTIRE OBLIGATION OF CISCO AND ITS SUPPLIERS, AND THE EXCLUSIVE REMEDY OF PURCHASER, IN RESPECT OF ANY INFRINGEMENT OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS OR PROPRIETARY RIGHTS. THIS INDEMNITY OBLIGATION AND REMEDY ARE GIVEN TO PURCHASER SOLELY FOR ITS BENEFIT AND IN LIEU OF, AND CISCO DISCLAIMS, ALL WARRANTIES, CONDITIONS AND OTHER TERMS OF NON-INFRINGEMENT WITH RESPECT TO ANY PRODUCT.

10. **AWARD:** (*Intentionally Omitted*).

11. **NON-COLLUSION:** By signing the proposal the offeror certifies that the proposal submitted, has been arrived at independently and has been submitted without collusion with, and without any agreement, understanding or planned common course of action with, any other vendor of materials, supplies, equipment or services described in the Request for Proposal, designed to limit independent bidding or competition.

12. **TERM AND CANCELLATION:**

12.1. Term

This WSCA Master Agreement shall commence on the Effective Date and continue thereafter through the Termination Date of May 31,2010 (the "Initial Term"), unless sooner terminated, as provided in this WSCA Master Agreement.

The WSCA Master Agreement may be extended and amended after the Initial Term upon mutual written agreement by the parties prior to the expiration of any then current term. The WSCA Master Agreement is renewable on a bi-annual or annual basis, up to a maximum of four total

renewals years (contract potential is 7 years, including all renewal options).

With respect to the term of any services ordered, the term will be governed by the ordering document subject to the terms of Attachment D.

12.2. Termination for Convenience

12.2.1. WSCA Master Agreement: Either party (State or Cisco) may terminate this WSCA Master Agreement for convenience at any time by providing the other party with at least one hundred twenty (120) calendar days' written notice prior to the effective date of the cancellation. The termination date specified in the notice shall be on or after the first anniversary of the Effective Date of the initial contract term. The WSCA Master Agreement shall automatically terminate at the end of the period for which notice is given.

Any cancellation under this provision shall not affect the rights and obligations of either party attending orders outstanding at the time of cancellation, e.g., any right of Purchasing Entity to indemnification by the Contractor, rights of Contractor payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any prior order.

12.2.2. Participating Addendum: Either party to a *Participating Addendum* may terminate a *Participating Addendum* at any time by providing the other with at least forty-five (45) calendar days' written notice prior to the effective date of cancellation. The *Participating Addendum* shall automatically terminate at the end of the period for which notice is given.

Any cancellation under this provision shall not affect the rights and obligations of either party attending orders outstanding at the time of cancellation, e.g., any right of and Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any prior order.

12.3. Termination for Non-Appropriation of Funds.

Purchaser under a *Participating Addendum* shall have no liability to Contractor beyond funds that are appropriated and made available to the Purchaser by the applicable legislative body.

If sufficient funds are not appropriated by legislative action to a Purchaser as to any future period, Purchaser may terminate its Order(s) prospectively as to such future performance impacted by and to the extent of non-appropriation, or otherwise work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser shall notify Contractor in writing of such non-appropriation within thirty (30) calendar days of final legislative action.

No penalty shall accrue to Participating States or its Purchasers in the event this section shall be exercised. This section shall not be construed to permit Participating States to terminate this agreement, or a Purchaser to terminate its Order(s) as to the period for which appropriations were made and available or as to any future period in order to acquire similar Products or Services from a third party.

Any cancellation under this provision shall not affect the rights and obligations of either party attending orders outstanding up to the time of non-appropriation of funds, e.g., any right of and Participating State to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any prior order.

12.4. Termination for Default:

- 12.4.1. WSCA Master Agreement: The State or Cisco may terminate this WSCA Master Agreement if either party breaches the terms of the WSCA Master Agreement as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) sixty (60) calendar days after providing written notice to the breaching party if the breaching party otherwise fails to cure a material breach within such sixty (60) calendar day period or commence cure within such sixty (60) calendar day period or diligently pursue completion of such cure.

Notwithstanding the foregoing, the WSCA Master Agreement may be terminated immediately by Contractor for cause in the event of Purchaser's breach of the following Section in Attachment C, Section 4 (Software License), Section 14 (Export Restrictions), or Section 5 (Confidential Information).

- 12.4.2. Participating Addendum: If either party to a Participating Addendum (including the State of Utah when acting in its sovereign capacity under this Agreement) materially breaches any of the provisions of a Participating Addendum, the non-breaching party may terminate the Participating Addendum as follows: (a) immediately upon providing written notice to the breaching party if the breach is not capable of being cured, and (b) thirty (30) calendar days after providing written notice to the breaching party if the breaching party fails to cure such breach within such thirty (30) calendar day period. Notwithstanding the foregoing, a Participating Addendum may be terminated immediately by Contractor for cause in the event of Purchaser's breach of the following Sections in Attachment C: Section 4 (Software License), Section 14 (Export Restrictions), or Section 5 (Confidential Information).

The cure periods stated in the above paragraph shall not apply to any failure(s) to perform that result from the willful or negligent acts or omissions of the aggrieved party.

12.5. Rights On Termination or Expiration

- 12.5.1. Upon termination or expiration of this agreement or a *Participating Addendum*, (a) Cisco reserves the right to cease all further delivery of Product or Services, (b) all outstanding invoices become due and payable within thirty (30) days of termination, and (c) all rights and licenses of Customer under this Agreement shall terminate, subject to the terms of this Section. If Cisco agrees to complete delivery of any further Products or Services due against any existing accepted Purchase Orders then Customer shall pay for such Products or Services in advance within thirty (30) days.
- 12.5.2. Except for a termination of this Agreement resulting from Customer's breach of Attachment C, Section 4 (Proprietary Rights and Software Licensing), Section 5 (Confidential Information), or Section 14 (Export, Re-Export, Transfer & Use Controls), upon termination or expiration of this Agreement, Customer may continue to use, in accordance with the terms and conditions of this Agreement and/or the Participating Addendum, Products provided to it by Cisco prior to the date of termination or expiration provided payment has been made in full for such Products.
- 12.5.3. Upon termination or expiration of this Agreement, Customer shall immediately return to Cisco all Confidential Information (including all copies thereof) then in Customer's possession, custody or control (except that customer may retain one archival copy for records retention purposes only as required by law); provided that, except for a termination resulting from Customer's breach of Attachment C, Section 4 (Proprietary Rights and Software Licensing), Section 5 (Confidential Information), or Section 14 (Export Restrictions), Customer may retain a sufficient amount of such Confidential Information and material to operate its installed base of Products.
- 12.5.4. In the event of any termination pursuant to this section, and unless otherwise required by law or court of competent jurisdiction, Purchaser shall remain obligated to comply in perpetuity with the provisions of Attachment C: Section 4 (Software License), Section 14 (Export Restrictions), or Section 5 (Confidential Information) for purchased product.

12.6. Validity of Orders

The parties agree that if Purchaser places a firm Order prior to the expiration or termination of this Agreement (or a Participating Addendum), which by its terms would extend beyond the expiration or termination of this Agreement (or a Participating Addendum), and

Contractor has accepted such Purchase Order(s) prior to the expiration or termination of the Agreement or a Participating Addendum, then any such Purchase Order(s) (i) shall remain in effect and be governed by the terms and conditions of this Agreement, and (ii) shall survive expiration of this Agreement in accordance with the terms herein but will not be considered an extension of the term of the Agreement nor a renewal thereof.

No orders placed after expiration or termination of this Agreement shall be valid.

13. **DEFAULT AND REMEDIES:** See Section 12, above.

14. **COMPLIANCE WITH LAWS AND REGULATIONS:** The respective party's performance under this Agreement shall comply fully with all applicable Federal and State laws and regulations (including, but not limited to, any hazardous chemical laws and regulations) to the extent they are applicable to the Products and/or Services provided under this Agreement. In the event Cisco fails to comply with such requirements, Customer's sole and exclusive remedy shall be payment by Cisco of any fines imposed on Customer by the party entitled to enforce such laws due to Cisco's failure to comply.

If any law changes after the Effective Date (which such changed law was not reasonably contemplated on the Effective Date) to the material detriment of Cisco (as determined in its sole reasonable discretion), then: (i) the applicable parties may mutually negotiate the up charge to offset the cost of such compliance; (ii) Cisco can unilaterally choose not to ship such Product or perform such Service (a) under an individual Order, or (b) across a like class of all Orders under this Agreement in consultation with the WSCA Contract Manager, or (c) delete such class of Product(s) or Service(s) from the scope of this Agreement in consultation with the WSCA Contract Manager; or (iii) Cisco may unilaterally terminate the applicable Order(s).

15. **CONFLICT OF TERMS:** In the event of any conflict among the terms and conditions in the Agreement, the order of precedence for the contract terms will be as follows:

1. *Participating Addendum*
2. WSCA Master Agreement:
 - a. Cover Page
 - b. Attachment B: *WSCA Standard Terms and Conditions (Revised)*
 - c. Attachment A: *Addendum 1*
 - d. Attachment C: *Contractor Terms and Conditions*
 - e. Attachment D: *Cisco Master Service Terms and Conditions*

16. **REPORTS:** Contractor shall submit quarterly reports to the WSCA Contract Manager showing the quantities and dollar volume of purchases of product and services by each Participating State [and its Purchasers]. The due dates of each quarterly contract usage report are April 30, July 31, October 31 and January 31. The State of Utah, as WSCA Contract Manager, represents and warrants to Contractor that it is authorized to collect data on purchases under this Agreement. The Purchaser recognizes that this data is public information. Cisco will use commercially reasonable efforts to provide the information set forth on *Attachment B*, Exhibit D (Form of Quarterly Report) and shall be fully indemnified by the State of Utah from any liability to Purchasers under this Agreement for providing Purchasers' data to the State of Utah. Contractor is obligated to produce the quarterly reports in the format specified by WSCA in *Attachment B*, Exhibit D.
17. **INSURANCE; HOLD HARMLESS; GENERAL INDEMNITY; LIMITATION OF LIABILITY; CONSEQUENTIAL AND OTHER DAMAGES:**
- 17.1. **General Liability Insurance.** Contractor shall maintain Commercial General Liability insurance with bodily injury and property damage limits of \$1,000,000 per occurrence and \$2,000,000 aggregate. Such insurance shall (a) provide for contractual liability coverage, (b) provide for cross liability coverage, and (c) name the other party and its subcontractors, as well as the directors, officers, employees, agents, successors and assigns of all of them, as additional insureds, but only to the extent of liabilities falling within the indemnity obligations of the other party pursuant to the terms of Subsection 17.2. Nothing in this section shall prohibit any applicable party from providing any or all of the insurance coverages required on a self-insured basis.
- 17.2. **General Indemnity**
- Subject to governmental immunities of the Participating States, each party to this Agreement and to each *Participating Addendum*, as the case may be, shall defend, indemnify and hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), including without limitation those based on contract or tort, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of the indemnifying party or its subcontractors, or the officers, directors,

employees, agents, successors and assigns of any of them. In the event that the indemnified party's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the indemnifying party hereunder, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the indemnifying party and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the indemnifying party shall be proportionately reduced.

The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit or proceeding for which the indemnifying party is obligated under this Subsection, cooperating with, assisting and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit or proceeding; provided that any such settlement or compromise includes a release of the indemnified party from all liability arising out of such claim, suit or proceeding.

17.3. **Limitation of Liability.** EXCEPT FOR THOSE OBLIGATIONS UNDER SECTIONS 9 (INTELLECTUAL PROPERTY INFRINGEMENT) AND 17.2 (GENERAL INDEMNITY), NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY OF CONTRACTOR AND ITS SUPPLIERS TO ANY PURCHASER FOR CLAIMS ARISING UNDER THIS AGREEMENT, THE APPLICABLE PARTICIPATING ADDENDUM, OR OTHERWISE SHALL BE LIMITED TO THE MONEY PAID TO CONTRACTOR FOR PRODUCTS OR FOR SERVICES WITH RESPECT TO SUCH PURCHASER DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

17.4. **Waiver of Consequential and Other Damages.** IN NO EVENT SHALL CONTRACTOR OR ITS SUPPLIERS BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF CONTRACTOR OR ITS SUPPLIERS HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.

18. **ORDER NUMBERS:** Contractor or each Fulfillment Partner shall utilize its standard method for generating acknowledgments, shipping labels, packing slips,

invoices, and correspondence. Every Purchase Order or Ordering Document issued under this agreement will bear on the face of it the WSCA Master Agreement Number AR-233 and the Participating State's unique contract identifier associated assigned to its *Participating Addendum*.

19. **GOVERNING LAWS:**

- 19.1. WSCA Master Agreement: This WSCA Agreement and disputes hereunder solely between State acting on behalf of WSCA and Cisco shall be construed in accordance with the laws of the State of Utah. Venue for any claim, dispute or action concerning this Agreement shall be in Utah.
- 19.2. Participating Addendum: To the extent that both parties have mutually agreed to be bound by such laws under the terms of the *Participating Addendum*, each *Participating Addendum* and any dispute under the WSCA Master Agreement based upon a performance under a *Participating Addendum* shall be governed by the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against a *Participating Addendum* or the effect of a *Participating Addendum* shall be in the Participating State.

20. **SHIPPING AND DELIVERY - Products**

- 20.1. After receipt and acceptance by Cisco of Customer's Purchase Order(s), Cisco will use commercially reasonable efforts to ship all direct purchase orders designated for shipment to U.S. locations within thirty (30) days for all Products. Please note that the following circumstances may affect lead times: (i) new products purchased within the first three (3) months of release of the product which are subject to Cisco's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Cisco, (iii) end-of-life products where the termination of the product has been announced by Cisco, (iv) products which have been line-stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (vi) situations where government rated orders create delays in lead-times.

Notwithstanding the foregoing, at any time when Customer states "expedite" on a Purchase Order or otherwise communicates to Cisco that a purchase order is to be expedited, Cisco shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

- 20.2. Cisco will communicate scheduled shipping dates in the order acknowledgement and/or on Cisco.com within three (3) business days after receipt of an electronic Purchase Order on Cisco.com, provided, however, that in the event such notification is not received in this time period, Customer shall notify Cisco of the non-receipt, and Cisco's sole

obligation with respect to such non-receipt shall be to promptly provide the information to the Customer after such notification.

- 20.3. If Cisco has reason to believe that the actual shipment date will occur later than the original shipment date acknowledged by Cisco for reasons caused by Cisco, Cisco shall use commercially reasonable efforts to promptly provide additional information to Customer including by electronic posting of the expected period of delay and, upon request, of the steps available, if any, to minimize the delay. If the extended delivery date is anticipated to be more than thirty (30) calendar days beyond the originally scheduled delivery date, the parties will work in good to resolve any ordering issues pursuant to the order escalation process.
 - 20.4. Shipping terms are FOB destination, shipping and handling prepaid by Contractor. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Acceptance by Purchaser shall be deemed to have occurred upon delivery of the applicable Products to the applicable Purchaser. Title and risk of loss shall pass to Purchaser upon delivery.
 - 20.5. If Purchaser requests delivery of Products to Purchaser's forwarding agent or other representative, Purchaser assumes responsibility for compliance with applicable export laws and regulations.
 - 20.6. Contractor is not liable for damage or penalty for delay in delivery or for failure to give notice of delay. Contractor shall not have any liability in connection with Product shipment other than as set forth in this Section 20.
 - 20.7. All sales are final. Except as provided in Cisco's Limited Warranty (see below), Cisco only permits the return of un-opened products due to Cisco's shipping or order processing error, or damage in transit. No other returns are authorized under this Agreement. Warranty returns will not be subject to any restocking charges.
21. **LIMITED WARRANTY:** All Products are sold with Cisco's standard limited warranty listed below:
- 21.1. Hardware. Cisco warrants that from the date of shipment by Cisco to Customer, and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product, the Hardware will be free from defects in material and workmanship, under normal use. This limited warranty extends only to the original user of the Product. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco's or its service center's option, shipment of a replacement within the period and according to the replacement process described in the Warranty Card, or a refund of the purchase price, if the Hardware is returned to the party supplying it to Customer, if different than Cisco, freight and

insurance prepaid. Cisco replacement parts, used in Hardware repair, may be new or equivalent to new. Cisco's obligations hereunder are conditioned upon the returned of affected Products, in accordance with Cisco's then-current Return Material Authorization (RMA) procedures.

- 21.2. Software. Cisco warrants that from the date of delivery by Cisco to Customer (but in case of resale by a Cisco reseller, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the period set forth in the Warranty Card accompanying the Product (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship, under normal use; and (b) the Software substantially conforms to its published specifications. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided AS IS. This limited warranty extends only to the Customer who is the original licensee. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be, at Cisco or its service center's option, repair, replacement, or refund of the Software if reported (or, upon request, returned) to the party supplying the Software to Customer, if different than Cisco. In no event, does Cisco warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.
- 21.3. Restrictions. This warranty does not apply if the Product (a) has been altered, except by Cisco, (b) has not been installed, operated, repaired, or maintained in accordance with instructions supplied by Cisco, (c) has been subjected to abnormal physical or electrical stress, misuse, negligence, or accident; or (d) is sold or, in the case of Software, licensed, for beta, evaluation, testing or demonstration purposes for which Cisco does not receive a payment of purchase price or license fee.
- 21.4. DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFIED IN THIS WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE EXCLUDED, SUCH WARRANTY IS LIMITED IN DURATION TO THE WARRANTY PERIOD. This

disclaimer shall apply even if the above-stated warranty fails of its essential purpose.

21.5. The above warranty DOES NOT apply to any beta software, any software made available for testing or demonstration purposes, any temporary software modules or any software for which Cisco does not receive a license fee. All such software is provided AS IS without any warranty whatsoever.”

22. **AMENDMENTS:** The terms of this WSCA Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of both the State and Cisco.

23. **ASSIGNMENT/SUBCONTRACT:**

23.1. Neither party shall not assign, sell, or transfer its rights and responsibilities under this Agreement (other than the right to receive any amount due, which shall be freely assignable upon written notice to customer), in whole or in part, without the prior written approval of the other party, which approval will not be unreasonably withheld. Notwithstanding the foregoing, Cisco shall have the right to assign all or part of this Agreement as part of a merger, corporate reorganization, or sale of assets or to a majority-owned or majority-controlled subsidiary or affiliate and to subcontract Services to third parties provided that Cisco remains responsible for the performance of such Services by subcontractors done in the normal course of their business obligations and duties to Cisco. However, in all cases notwithstanding subcontracting, the customer will deal only with invoices and payment through either Cisco or the Fulfillment Partners listed on the individual *Participating Addendum*. Any allowed assignee or merged entity shall be subject to all the terms of this Agreement.

23.2. Contractor may, with prior written consent from Participating States, which consent shall not be unreasonably withheld, enter into subcontracts with third parties as “Fulfillment Partners”. Fulfillment Partners are Subcontractors who may provide Products and Services under this Agreement at the Price Discounts established in this Agreement and bill Purchasers directly for such Products and Services.

Fulfillment Partners, where directed by Cisco, are required to report to the WSCA Contract Manager, account for and submit the WSCA Contract Administration Fee, along with Contract Activity Reports.

23.3. Cisco as well as Fulfillment Partners participate in the Federal Communication Commission’s E-rate discount program established under the authority of the Federal Telecommunications Commission Act of 1996 and may accept and process E-Rate transactions under their own E-rate registration numbers.

24. **NONDISCRIMINATION:** Contractor agrees to abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities. This Section only applies to the extent applicable to the provision of Products and Services under this Agreement. Contractor shall include this provision in every subcontract with its Fulfillment Partners relating to purchases of Product and Services by Purchasers.
25. **SEVERABILITY:** If any provision of this Agreement is declared by a court of competent jurisdiction to be illegal or otherwise unenforceable, such provision shall be null and void and shall be deemed deleted from this Agreement. The remaining terms and provisions shall not be affected; and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the provision that is deemed deleted. Notwithstanding the foregoing, if this paragraph becomes applicable, and, as a result, the value of this Agreement is materially impaired for either party, as determined by the affected party in its reasonable discretion, then the affected party may declare the Agreement terminated upon thirty (30) days written notice to the other party.
26. **INSPECTIONS:** See the "Demonstration or Evaluation Equipment" Section in Attachment C.
27. **PAYMENT:** Upon and subject to credit approval by Contractor, payment is net thirty (30) days from invoice date and shall be made in U.S. currency. Invoices for Products ordered without implementation services shall be rendered by Contractor on or after the date of delivery of such Products to the Purchaser. If, at any time, Purchaser is delinquent in payment, or is otherwise in breach of this Agreement, Cisco may, without prejudice to other rights, withhold shipment (including partial shipments) of any order or require Purchaser to prepay for further shipments. Any sum not paid by Purchaser, when due shall bear interest until paid at a rate of 1% per month (12% per annum) or the maximum legal rate, whichever is less. Purchaser grants Contractor a security interest in Products purchased under this Agreement to secure payment for those Products purchased which security interest shall expire upon full payment in accordance with the terms. If requested by Contractor, Purchaser agrees to execute financing statements to perfect this security interest. Payments may be made via a State or

political subdivision "Purchasing Card" to Fulfillment Partners under this Agreement.

Where permitted by the law of the Participating State, Cisco Capital lease financing is an allowable payment option under the contract. The terms and conditions of the capital lease financing arrangement with Cisco will be set forth in writing between the Purchaser and Cisco.

28. **FORCE MAJEURE:** Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including, without limitation, acts of God, earthquake, labor disputes, shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers. The obligations and rights of the excused party shall be extended on a day-by-day basis for the time period equal to the period of the excusable delay. When payments are delayed solely due to a force majeure event, late fees with respect to such payment will not accrue during the period of such force majeure event.
29. **HAZARDOUS CHEMICAL INFORMATION:** See "Laws And Regulations" Section.
30. **FIRM PRICE DISCOUNT:** The pricing discounts set forth in Attachment A apply to purchases made under the terms and conditions set forth in this document (WSCA Master Agreement), and are firm for the stated contract term. The pricing discounts will be applied against Contractor's then-current, Global Price List at the time of acceptance of the Purchase Order by Contractor to determine the net price to be paid by Purchasers for Products and Services under this Agreement. Fulfillment Partners are required to sell Products or Services at not less than the stated pricing discounts set forth in this Agreement, and may offer additional incremental discounts, in their sole discretion.

To the extent that a Participating State or individual Purchaser proposes additional requirements or a change to the stated terms and conditions set forth in this Agreement, both Contractor and the Purchaser shall mutually agree to such change in writing in the Participating Addendum. However, the Contractor reserves the right, as a condition of giving its consent, to require a modification of the pricing discounts stated herein to reflect potential additional costs, obligations, risks or liabilities associated such additional terms for Contractor.
31. **EXTENSION OF PRICES:** *Intentionally Omitted.*
32. **PROPOSAL PREPARATION COSTS:** *Intentionally Omitted.*

33. **CONFLICT OF INTEREST:** The contractor certifies that it has not offered or given any gift or compensation prohibited by the state laws of any WSCA participants to any officer or employee of WSCA or participating states to secure favorable treatment with respect to entering into this Agreement.
34. **INDEPENDENT CONTRACTOR:** Contractor shall be an independent contractor. This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement. Each party hereto is an independent contractor. Neither party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
35. **POLITICAL SUBDIVISION PARTICIPATION:** See "Definitions" Section.
36. **DEBARMENT:** Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency.
37. **RECORDS ADMINISTRATION:** See "Audit of Records" Section below.
38. **AUDIT OF RECORDS:**
Contractor shall maintain complete, accurate and truthful records of purchases and amounts billable to and payments made by Purchaser hereunder directly through Contractor in accordance with generally accepted accounting principles and practices for audit purposes only. Contractor shall retain such records for at least a period of four (4) years from the date of termination of this Agreement, or longer if expressly required by the law of the applicable Participating State.

The Participating State will give Contractor thirty (30) days advance written notice to perform an audit of Contractor's records, identified above, as it pertains only to such Participating State's Purchaser(s). Except for compelling circumstances, Participating State's audits are limited to a commercially reasonable frequency per Participating State, and such audit will be conducted during Contractor's normal business hours and shall not unduly interrupt or interfere with Contractor's normal business operations, and provided further that in the event that such audit is conducted by a third party, such third party shall, prior to conducting such audit, to the extent permitted by law, execute a

confidentiality agreement for the benefit of Contractor in a form reasonably satisfactory to Contractor.

In the event that the audit discovers an overpayment in excess of 5% (five percent) of the amount actually paid, Contractor shall pay the costs of the audit. In all other circumstances, the audit fees shall be paid by the Participating State. Contractor shall require that any Subcontractor will also maintain their records and agree to abide by this Section.

Revision Date: September 10, 2007

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WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE
MASTER AGREEMENT
("WSCA Master Agreement")
[State of Utah Contract Ref. No. AR-233]

Attachment C

Contractor Terms and Conditions

1. **DEMONSTRATION OR EVALUATION EQUIPMENT:** Contractor agrees to provide demonstration or evaluation Equipment to Purchaser upon request pursuant to a separately executed "*Cisco Demo Loaner Agreement*" and "*Try and Buy Agreement*", in substantially the same form as that attached to this Attachment C, Exhibit B.

2. **PRICES; TAXES:** Notwithstanding anything contained in the Agreement to the contrary:
 - 2.1. Prices for Products are those specified in Cisco's then-current Global Price List, less the applicable discounts ("Price Discounts") specified in this Attachment C, Exhibit A.
 - 2.2. Firm Price. Percentage discount depth from list is not subject to a "price increase request" that would result in a less attractive discount; discounts may only be adjusted by the contractor to reflect a deeper percentage discount(s). The discount is being applied to Contractor's then-current published list price schedule(s).
 - 2.3. Cisco may change its U.S. List prices for the Products or for Services at any time and shall announce such price changes by issuance of a revised Price List (including via electronic posting) or other announcement of price change. Purchase Orders received before the date of price change announcement(s) to Cisco's Global Price List and those received within thirty (30) days thereafter, which specify a delivery date within ninety (90) days of the date of announcement, will be invoiced to Purchaser without regard to the price change, provided however, price decreases will be effective for all Purchase Orders accepted by Cisco after the date of issuance or announcement of revised prices.

- 2.4. All stated prices are exclusive of any taxes, fees and duties or other similar amounts, however designated, and including without limitation value added, sales and withholding taxes which are levied or based upon such prices, charges or upon this Agreement. Purchaser will pay sales and use taxes, if any, imposed on the Products and Services acquired under this Agreement, or furnish proof of its tax-exempt status upon request. Contractor will pay all other taxes based on Contractor's income or gross receipts, or personal property taxes levied or assessed on Contractor's personal property. In the event that the Purchaser is exempt from property and sales taxes, it will not be charged same.

3. **ORDERS.** Notwithstanding anything contained in the Agreement to the contrary:

- 3.1. Cisco reserves the right to require that purchases be made through Fulfillment Partners. Where so required by Cisco, Purchasers shall not order Products or Services directly from Cisco and shall order same from Fulfillment Partner. Purchaser shall purchase Products by issuing a written or electronic Purchase Order, signed or (in the case of electronic transmission) sent by its authorized representative, indicating specific Products, quantity, unit price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, and any other special instructions.
- 3.2. Any contingencies on Purchaser's Purchase Orders are not binding upon Contractor. The terms and conditions of this Agreement prevail, regardless of any additional or conflicting terms on the Purchase Order, or other correspondence from Purchaser to Contractor and any additional or conflicting terms are deemed rejected by Contractor unless Cisco has expressly agreed to such terms in writing. Mere acceptance or processing of a Purchase Order, Order or Order Document containing such terms shall not constitute such express consent.
- 3.3. All Purchase Orders are subject to Contractor's reasonable acceptance (including performing any related credit checks). Contractor shall use commercially reasonable efforts to accept or reject orders in writing within ten (10) days from receipt, or within three (3) Business Days, if orders are placed electronically.
- 3.4. Purchaser may defer Product shipment up to thirty (30) days from the originally scheduled shipping date, provided written notice is received by Contractor at least ten (10) days before the originally scheduled shipping date. Cancelled orders, rescheduled deliveries or Product configuration changes made by Purchaser less than ten (10) days before the original shipping date are subject to Contractor's acceptance and a charge of fifteen percent (15%) of the total invoice amount relating to the affected Product(s). Contractor reserves the right to reschedule delivery due to configuration changes made within ten (10) days of scheduled shipment.

No cancellation shall be accepted by Cisco where Products are purchased with implementation Services, including but not limited to design, customization or installation Services, except as may be set forth in the agreement or Statement of Work under which the Services are to be rendered. Notwithstanding anything to the contrary, if Cisco is delayed in shipping the Product for thirty (30) days or more from the original shipping date, the Customer may cancel the order without charge.

- 3.5. Services. Purchaser may place Purchase Orders for the various Services offered by Cisco. The provision of any such Services, if accepted by Cisco, shall be subject to the terms and conditions set forth in this Agreement, Attachment D, as well as the then-current terms of service offerings set forth on Cisco's website at <http://www.cisco.com/legal/services.html>. Cisco reserves the right to subcontract services to a third party maintenance organization to provision Services for Purchaser.

4. SOFTWARE LICENSE:

- 4.1. License. Conditioned upon compliance with the terms and conditions of the license granted herein, Cisco grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business purposes the Software and the Documentation for which Customer has paid the required license fees.

Customer's license to use the Software shall be limited to, and Customer shall not use the Software in excess of, a single hardware chassis or card or that number of agent(s), concurrent users, sessions, IP addresses, port(s), seat(s), server(s) or site(s), as set forth in the applicable Purchase Order which has been accepted by Cisco and for which Customer has paid to Cisco the required license fee.

Unless otherwise expressly provided in the Documentation, Customer shall use the Software solely as embedded in, for execution on, or (where the applicable documentation permits installation on non-Cisco equipment) for communication with Cisco equipment owned or leased by Customer and used for Customer's internal business purposes. NOTE: For evaluation or beta copies for which Cisco does not charge a license fee, the above requirement to pay license fees does not apply.

- 4.2. General Limitations. This is a license, not a transfer of title, to the Software and Documentation, and Cisco retains ownership of all copies of the Software and Documentation. Customer acknowledges that the Software and Documentation contain trade secrets of Cisco, its suppliers or licensors, including but not limited to the specific internal design and structure of individual programs and associated interface information. Accordingly, except as otherwise expressly provided under this

Agreement, Customer shall have no right, and Customer specifically agrees not to:

- 4.2.1. transfer, assign or sublicense its license rights to any other person or entity, or use the Software on unauthorized or secondhand Cisco equipment, and Customer acknowledges that any attempted transfer, assignment, sublicense or use shall be void;
- 4.2.2. except as approved in writing by Cisco, make error corrections to or otherwise modify or adapt the Software or create derivative works based upon the Software, or permit third parties to do the same;
- 4.2.3. reverse engineer or decompile, decrypt, disassemble or otherwise reduce the Software to human-readable form, except to the extent otherwise expressly permitted under applicable law notwithstanding this restriction;
- 4.2.4. use or permit the Software (other than embedded in the Product) to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Cisco; or
- 4.2.5. except and to the extent expressly required by a Participating State's applicable records laws or final court order (provided that the Participating State provides: (1) prior written notice to Cisco of such obligation and (2) the opportunity to oppose such disclosure, provision or otherwise making available), disclose, provide, or otherwise make available trade secrets contained within the Software and Documentation in any form to any third party without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets.

To the extent required by law, and at Customer's written request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Cisco's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Cisco makes such information available.

4.3. Software, upgrades/updates and Additional Copies.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT: (1) CUSTOMER HAS NO LICENSE OR RIGHT TO USE ANY ADDITIONAL COPIES OR UPGRADES UNLESS CUSTOMER, AT THE TIME OF ACQUIRING SUCH COPY OR UPGRADE, ALREADY HOLDS A VALID LICENSE TO THE ORIGINAL SOFTWARE AND HAS PAID THE APPLICABLE FEE

FOR THE UPGRADE OR ADDITIONAL COPIES; (2) USE OF UPGRADES IS LIMITED TO CISCO EQUIPMENT FOR WHICH CUSTOMER IS THE ORIGINAL END USER PURCHASER OR LESSEE OR WHO OTHERWISE HOLDS A VALID LICENSE TO USE THE SOFTWARE WHICH IS BEING UPGRADED; AND (3) THE MAKING AND USE OF ADDITIONAL COPIES IS LIMITED TO NECESSARY BACKUP PURPOSES ONLY.

- 4.4. Proprietary Notices. Customer agrees to maintain and reproduce all copyright and other proprietary notices on all copies, in any form, of the Software in the same form and manner that such copyright and other proprietary notices are included on the Software. Except as expressly authorized in this Agreement, Customer shall not make any copies or duplicates of any Software without the prior written permission of Cisco.
- 4.5. Term and Termination of License. This license granted herein shall remain effective until terminated. Customer may terminate the license at any time by destroying all copies of Software and any Documentation except as to the minimum number of copies required by law to keep for archival records purposes only. Customer's rights under this license will terminate immediately if Customer fails to comply with any material provision of this license and Cisco will give Customer notice of such non-compliance. Upon termination, Customer shall destroy all copies of Software and Documentation in its possession or control.
- 4.6. Customer Records. Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal Business Hours to verify compliance with this license. In the event such audit discloses non-compliance with this license, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the audit. In all other circumstances, the audit fees shall be paid by Cisco.

5. **CONFIDENTIAL INFORMATION.** Notwithstanding anything contained in the Agreement to the contrary, the following shall govern the obligations with respect to Confidential Information under this Agreement.

5.1. Definitions.

- 5.1.1. Customer "Confidential Information" includes information regarding Customer's network operations, technical architecture, operations and plans and security data.
- 5.1.2. Cisco "Confidential Information" includes information regarding Cisco's hardware, software and service products, technical, financial and marketing data, and information posted on password protected areas on Cisco.com.
- 5.1.3. Information (other than that on Cisco.com) disclosed by the disclosing party in written or other tangible form will be considered Confidential Information only if it is clearly marked

“Confidential,” “Proprietary” or with a similar legend, which wording the parties hereby agree constitutes acceptable and equivalent marking and protective notice to satisfy and invoke initial protection of the local Freedom of Information Laws applicable to a Purchaser under a Participating Addendum.

- 5.1.4. Information disclosed orally shall only be considered Confidential Information if: (i) identified as confidential, proprietary or the like at the time of disclosure, and (ii) confirmed in writing within thirty (30) days of disclosure.
- 5.1.5. Confidential Information disclosed to the receiving party by any Affiliate or agent of the disclosing party is subject to this Agreement.
- 5.2. The receiving party may use the Confidential Information solely in furtherance of the objectives of this Agreement.
- 5.3. Except as set forth in subsection 4 below, neither party shall disclose the Confidential Information to any third party.
- 5.4. The receiving party may disclose Confidential Information to its employees, subcontractors or Affiliates' employees and subcontractors only: (a) on a "need to know" basis, (b) consistent with the objectives of this Agreement, and (c) pursuant to separate written non-disclosure terms that contractually obligate such employees and subcontractors to maintain the confidentiality of the Confidential Information.
- 5.5. Notwithstanding any other provision in this Agreement, the receiving party shall have no obligation with respect to information which:
 - 5.5.1. was rightfully in possession of or known to the receiving party without any obligation of confidentiality prior to receiving it from the disclosing party;
 - 5.5.2. is, or subsequently becomes, legally and publicly available without breach of this Agreement;
 - 5.5.3. is rightfully obtained by the receiving party from a source other than the Disclosing Party without any obligation of confidentiality;
 - 5.5.4. is developed by or for the receiving party without use of the Confidential Information and such independent development can be shown by documentary evidence;
 - 5.5.5. is disclosed by the receiving party pursuant to a valid order issued by a court or government agency, provided that the receiving party provides (1) prior written notice to the disclosing party of such obligation and (2) the opportunity to oppose such disclosure.
- 5.6. Upon written notification by the disclosing party, the receiving party shall (i) cease using the Confidential Information and (ii) if requested to do so, and to the extent permitted by Customer's applicable records laws, either return it to the disclosing party or destroy it, along with all copies, notes or

extracts thereof and certify to its destruction within fifteen (15) days of receipt of such notice.

- 5.7. Each party shall retain all right, title and interest to its own Confidential Information. By conveying Confidential Information, the disclosing party does not grant any license under any trademark, patent or copyright, or application for same, which is now or thereafter may be obtained by such party.
- 5.8. The receiving party shall not reverse-engineer, decompile, or disassemble any software or remove, overprint or deface any notice of copyright, trademark, logo, legend, or other notices of ownership from any originals or copies of Confidential Information disclosed to it.
- 5.9. EXCEPT AS TO THE EXPRESS WARRANTIES PROVIDED ELSEWHERE IN THIS AGREEMENT, CONFIDENTIAL INFORMATION IS PROVIDED "AS IS" WITH ALL FAULTS AND IN NO EVENT, SHALL THE DISCLOSING PARTY BE LIABLE FOR THE ACCURACY OR COMPLETENESS OF THE CONFIDENTIAL INFORMATION.
- 5.10. Notwithstanding termination of this Agreement as described in Section 12 of Attachment B, the obligations of the receiving party with respect to Confidential Information received prior to termination shall continue for three (3) years from the date the Confidential Information was received.
- 5.11. In the event of any threatened or actual breach of any of the obligations hereunder, a disclosing party may seek injunctive relief, in addition to any other available legal or equitable remedies.
- 5.12. Customer agrees that aspects of the Software and associated documentation, including the specific design and structure of individual programs, constitute trade secrets and/or copyrighted material of Cisco. Customer shall not: disclose, provide, or otherwise make available, such trade secrets or copyrighted material, in any form to any third party, without the prior written consent of Cisco. Customer shall implement reasonable security measures to protect such trade secrets and copyrighted material. Title to Software and documentation shall remain solely with Cisco.
- 5.13. Accordingly, the Software and Associated documentation shall not be disclosed to any third party without first notifying Cisco and affording Cisco the opportunity, as allowed by law, to seek judicial protection from disclosure of such confidential, trade secret and proprietary information to a third party.
- 5.14. The parties mutually agree that the following documents do not constitute "Confidential Information" pursuant to this Section 5:
 - WSCA Master Agreement, including Attachments A-E
 - Exhibit A - Pricing & Discounts

- Information expressly required to be contained on an Ordering Document as detailed in Section 3.1, above

6. **CONTRACTOR ACCOUNT MANAGER.** Contractor shall appoint an Account Manager for the State of Utah under this Agreement who will provide oversight of Contractor activities conducted hereunder. Contractor's Account Manager will be the principal point of contact for the State concerning Contractor's performance under this Agreement. Contractor shall notify the WSCA Contract Manager, in writing, when there is a new Contractor Account Manager assigned to this Agreement.

WSCA reserves the right to request a change in Contractor Account Manager or contractor's representatives if the assigned Account Manager is not, in the reasonable opinion of WSCA's Contract Manager, meeting its needs adequately as defined by the terms of this Agreement. Contractor and WSCA shall discuss and take mutually acceptable actions to help resolve any issues with the assigned Account Manager. The Contractor Account Manager information is listed on the Agreement Cover Sheet.

7. **ENTIRE AGREEMENT.** Notwithstanding anything contained in the Agreement to the contrary, this Agreement is the complete agreement between the parties and replaces any and all prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. This Agreement shall only be modified by a written document executed by the parties' authorized representative.

8. **COUNTERPARTS:** Notwithstanding anything contained in the Agreement to the contrary, this Agreement may be executed in several counterparts (and is enforceable if and when executed and delivered by facsimile and/or email transmission), each of which will be deemed to be an original, and all of which, when taken together, will constitute one and the same instrument.

9. **SURVIVAL:** Notwithstanding anything contained in the Agreement to the contrary, the following shall govern the survival of terms under this Agreement. All purchase transactions executed pursuant to the authority of this Agreement shall be bound by all of the terms, conditions, Price Discounts set forth herein, notwithstanding the expiration of the Initial Term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive.

10. **PRODUCT CHANGES:** Notwithstanding anything contained in the Agreement to the contrary, modifications which Cisco deems necessary to comply with specifications, changed safety standards or governmental regulations, to make the Product non-infringing with respect to any patent, copyright or other proprietary

interest, or to otherwise improve the Product may be made at any time by Cisco without prior notice to or consent of Purchaser or WSCA and such altered Product shall be deemed fully conforming. Cisco shall employ commercially reasonable efforts to announce, including by electronic posting, Product discontinuance or changes other than those set forth in the previous sentence in accordance with Cisco's End of Life Policy which is found at the following URL: http://www.cisco.com/en/US/products/products_end-of-life_policy.html. Purchaser may make a last-time purchase of such Products as set forth in such policy.

11. **NO WAIVER.** No waiver of rights under this Agreement or any Participating Addendum by any party hereunder or thereunder shall constitute a subsequent waiver of this or any other right under such agreement.

12. **NOTICES.** Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph. Notwithstanding the above, notices regarding general changes in pricing, policies or programs may also be by posting on Cisco.com or by e-mail or fax.

13. **ATTORNEYS' FEES.** Notwithstanding anything contained in the Agreement to the contrary, in any suit or proceeding related to this Agreement, the prevailing party will have the right to recover from the other its reasonable costs, fees and expenses of attorneys incurred in connection with the suit or proceeding, including any reasonable appeal costs, fees and expenses. This provision shall be severable from other provisions of this Agreement, and shall survive and not be merged into any such judgment unless such fees are expressly merged into such judgment.

14. **EXPORT RESTRICTIONS:** Notwithstanding anything contained in the Agreement to the contrary, the Products and technology or direct products thereof (hereafter referred to as "Products and Technology"), supplied by Contractor under this Agreement are subject to export controls under the laws and regulations of the United States. Purchaser shall comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and Technology and will obtain all required U.S. and local authorizations, permits, or licenses. Cisco, and each Participating State

and each Purchaser each agree to provide the other information, support documents, and assistance, as may reasonably be required by the other, in connection with securing such authorizations or licenses. WSCA's, each Participating State's and each Purchaser's obligations under this clause shall survive the expiration or termination of the Agreement. Detailed information regarding compliance with U.S. use, export, re-export, and transfer laws may be located at the following URL: http://www.cisco.com/ww/export/compliance_provision.html.

15. HEADINGS. Headings of sections have been added only for convenience and are not part of this Agreement.

WSCA AR-233

EXHIBIT A

WSCA MASTER AGREEMENT LIST PRICE & WSCA DISCOUNT

Products and Services sold under the WSCA Master Agreement are subject to the then-current Cisco Global Price List in effect at time of order as posted on Contractor's website at <http://www.cisco.com>, less the applicable contract discounts set forth below.

The following minimum pricing discounts apply to purchases made under this WSCA Master Agreement:

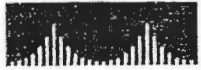
<u>Product</u>	35%
<u>Smartnet Maintenance</u>	
1 year:	10%;
3 year prepaid commit:	17%
<u>Professional Services/AS/Training</u>	10%

The pricing discounts set forth above (and in Attachment A – Addendum 1) apply to purchases made under this WSCA Agreement upon the same terms and conditions set forth herein during the contract term.

WSCA AR-233

EXHIBIT B

CISCO SYSTEMS

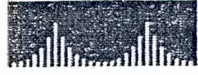


® (1) Demo Equipment Loaner Agreement

(2) Master Agreement for Demo / Evaluation
(Try and Buy)

The following modifications to Exhibit B are applicable to purchases made under the WSCA Master Agreement:

1. "List Price" shall be deemed to refer to the net price payable after applying the WSCA Master Agreement Firm Discount set forth in Exhibit A to Cisco's Global Price List.
2. "Governing Law" shall be deemed to refer to the laws of the state in which the Purchaser is located.



Demo Equipment Loaner Agreement

Date _____

Cisco Quote No. _____

Customer Contact Name _____

Marketplace No.: MP _____

Company Name _____

Street Address _____

City, State, Zip Code _____

Contact Phone No. _____

Cisco Systems, Inc. is pleased to offer to you for demonstration purposes the Cisco products (and the associated documentation/materials) listed in Exhibit A ("Products") in exchange for your agreement to the terms set forth herein. The demonstration period begins on the date the Products are shipped by Cisco and expires no more than ___, (___) [ESO=45 days; SP and Federal=90 days] days after that date. This period will be referred to in this agreement as the "Demonstration Period."

Cisco will ship the Products to you at no charge. You shall return the Products *prior to* the end of the last day of the Demonstration Period to the Cisco Systems Demo Depot (at the address shown below). Return of the Products will be at Cisco's expense using the pre-paid shipping waybill(s) provided with the Products. The shipping waybill(s) must reference the "sales order number" which is contained in the "return shipping documents" provided with the products. If you fail to return the Products to the Cisco Systems Demo Depot within five (5) days of the end of the Demonstration Period and in accordance with the aforementioned process, you will be invoiced for the full WSCA Master Agreement price of the Products which shall be paid in full upon receipt of the invoice. Cisco shall at all times retain all right, title and interest to all Products provided under this Agreement. You agree that you will not pledge, mortgage, grant a security interest in, or otherwise encumber the Products (or any component thereof) while they are in your possession. You further agree that, upon Cisco's request, you will affix a label to the Products identifying Cisco as the owner of the Products. Notwithstanding the foregoing, Cisco is granting you a limited, royalty-free, non-exclusive, non-transferable license to use, but not to redistribute, the Products solely for purposes of demonstration and solely during the Demonstration Period. Any right not granted hereunder is specifically reserved by Cisco, including, but not limited to the right to copy, modify, embed, or sell the Products or any parts thereof. Unless you have first received Cisco's written permission to do so, you may not export the Products.

In connection with any demonstration of the Products, you may receive proprietary and confidential Cisco information ("Confidential Information") and you agree to use this Confidential Information solely for the purpose of evaluating the Products, to not disclose any Confidential Information to third parties, and to use the same means to protect against unauthorized use and disclosure of the Confidential Information that you use to protect your own confidential information, but in no event less than a reasonable degree of care. You also agree that all use of the Products during any Demonstration Period will be consistent with and in accordance with the provisions of the Software License supplied with the Products. In no event shall Products be used in a production network or environment. You further agree that Products will not be sold, transferred altered, de-compiled, disassembled or reverse-engineered in any way during any Demonstration Period. Products are provided on an **As-Is** basis. Cisco expressly disclaims all warranties, express or implied, to the greatest extent permitted by applicable law. Except for liability arising out of your breach of

Cisco's proprietary rights or software license, in no event shall either party or their respective suppliers be liable for any direct, indirect, special or consequential damages, lost profits, or lost data, even if either party or its suppliers have been informed of the possibility thereof.

This agreement shall be governed by the laws of the State of the Purchaser's location, excluding its conflict of laws provisions.

Please indicate your agreement with the terms in this letter by signing and returning it to the address shown on this letter to the following Account Manager/Channel Account Manager:

TYPE IN Account Manager/Channel Account Manager Name HERE
Address
City, State, Zip Code
Telephone No.

If you have any questions, please feel free to contact your Account Manager.

AGREED TO AND ACCEPTED **DAY OF** **By:**
THIS _____ _____

Type in Name of Authorized Manager **HERE** & have them
sign above
Type in RM/MCO or Director Title **HERE**
CISCO SYSTEMS, INC.

Type in Customer Contact Name **HERE** & have them sign
above
Type in Contact Title **HERE**
Type in Company Name **HERE**



Master Agreement for Demo / Evaluation (Try and Buy)

This Master Agreement (the "Agreement") by and between Cisco Systems, Inc., a California corporation ("Cisco"), having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134, and _____, a _____ corporation ("Customer") having its principal place of business at _____, is entered into and effective as of the date last written below upon signature by both parties below (the "Effective Date").

This Agreement consists of the terms printed herein and the terms and conditions governing the purchase and license of Cisco Products directly from Cisco (the "Contract Terms") in the form of either: (i) an existing written agreement between Cisco and Customer, or (ii) if no such agreement is currently in place, then Cisco's standard U.S. Terms and Conditions of Sale (a copy of which is available at: www.cisco.com/legal or by email request sent to termsrequest@cisco.com), which are incorporated in this Agreement by this reference. In the event of a conflict between this Agreement and the Contract Terms, this Agreement shall prevail.

TERMS AND CONDITIONS

Cisco shall provide to Customer the Cisco products, including Cisco software, hardware and documentation (the "Products"), identified in a written communication between Cisco and Customer including, as applicable, either an order (electronic or otherwise) for such Products placed by Customer and accepted by Cisco, or a transmittal letter or other correspondence presented by Cisco and accepted by Customer (the "Trial Order"). The Trial Order will also contain information as to the characterization of the usage (Demo or Try-and-Buy Evaluation purposes) and the duration of such usage commencing on the date of initial shipment from Cisco (the "Trial Period"), and any other information deemed necessary between the parties.

A) DEMO DEPOT - For Products used for demonstration purposes from Cisco's Demo Program (the "Demo Program"), the following terms shall apply:

- 1) **Delivery; Return.** Cisco will ship the Products to Customer at no charge. Customer shall return the Products *prior to* the end of the last day of the Trial Period to the Cisco Demo Depot (at the address provided). The standard Trial Period for the Demo Program, during which the Customer can test the Products before being required to return the Products, is forty-five (45) days. Return of the Products will be at Cisco's expense using the pre-paid shipping waybill(s) provided with the Products. The shipping waybill(s) must reference the "sales order number" which is contained in the "return shipping documents" provided with the Products. If Customer fails to return the Products to the Cisco Demo Depot within five (5) days of the end of the Trial Period and in accordance with the aforementioned process, Customer will be invoiced for the WSCA discounted price of the Products established under the WSCA Master Agreement which shall be paid in full upon 30 days of receipt of the invoice.
- 2) **License; Warranty.** Cisco is granting Customer a limited, royalty-free, non-exclusive, non-transferable license to use, but not to redistribute, the Products solely for purposes of demonstration and solely during the Trial Period. Any right not granted hereunder is specifically reserved by Cisco, including, but not limited to the right to copy, modify, embed, or sell the Products or any parts thereof. Customer also agrees that all use of

the Products during any Trial Period will be consistent with and in accordance with the provisions of the Software License supplied with the Products. In no event shall Products be used in a production network or environment. Demo Products are provided on an **As-Is** basis and Cisco expressly disclaims all warranties, express or implied, to the greatest extent permitted by applicable law.

B) TRY AND BUY - For Products ordered for evaluation purposes under Cisco's Try and Buy Program (the "TAB Program"), the following terms shall apply:

- 1) TAB Assumptions; Ordering; Returns. The TAB Program allows certain qualified end-user customers to (i) submit a Trial Order to Cisco for any Cisco Product, (ii) receive shipment of the Products from Cisco and (iii) defer payment for a limited period of time while the Customer tests the Products in a non-production environment ("Trial"). The standard Trial Period for the TAB Program during which the Customer can test the Products before being invoiced is ninety (90) days. A fundamental assumption of the TAB Program is that the Customer will retain the Product upon the conclusion of the Trial Period, thereby converting the transaction into a sale. If, however, during the Trial Period Customer decides to return the Products to Cisco, it must do so at its own expense with an RMA number and RMA instructions obtained from the appropriate Cisco Account Manager. If the Product has not been returned before conclusion of the Trial Period, then, upon the conclusion of the Trial Period, Cisco will automatically invoice Customer for the Product. For all Products ordered by Customer under this TAB Program, the shipping terms shall be Ex Works per Incoterms 2000 at Cisco's site, San Jose, California, or other Cisco-designated shipping location. Risk of loss shall pass from Cisco to Customer upon delivery to the common carrier or Customer's representative at the delivery point per the applicable shipping term. Cisco will retain title to the Products until expiration of the Trial Period.

- 2) CRS Special Provisions. For Trials of Cisco's CRS-1 Router(s) (the "CRS") in particular, there is an additional fundamental assumption of the TAB Program applicable only to Trials of the CRS. For CRS Trials, at the same time that Customer submits its Trial Order for the Trial of the CRS, Customer will also submit a purchase order for Cisco Support Services for the CRS Pilot Program (the "CRS Services") for the CRS, which CRS Services term shall begin on the date of receipt of the CRS and continue for the Trial Period. A description of, and terms pertaining to, the CRS Services may be found at: <http://www.cisco.com/legal/services.html>. Customer shall be invoiced for such CRS Services upon conclusion of the Trial Period or after ninety (90) days from initial shipment of the CRS from Cisco, whichever is sooner. For Trials of the CRS only, Cisco shall, during the applicable Trial Period, provide installation services as per the Services described at <http://www.cisco.com>.

- 3) License; Warranty. Customer's use of the Products shall be governed by the terms contained in Cisco's Standard End User License Agreement, as set forth in the Contract Terms. Notwithstanding anything to the contrary herein, this remainder of this Section shall apply during the Trial Period to all Products *other than the CRS* ordered by Customer via the TAB Program. During the Trial Period, the Products shall be covered by Cisco's standard limited warranty for such Product (set forth in the Warranty Statement accompanying the Product), except that Customer's sole and exclusive remedies, and Cisco's entire liability, for a warranty claim during the Trial Period shall be limited to repair of the Product or shipment of a replacement. Upon expiration of the Trial Period for a particular Product, Cisco's standard limited warranty for such

Product (set forth in the Warranty Statement accompanying the Product) shall commence on the date immediately following expiration of the Trial Period. Customer's sole and exclusive remedies under warranty for the Product(s) previously subject to the Trial, and Cisco's entire liability for those Products, shall be the remedies set forth in Cisco's Limited Warranty Statement originally delivered with the Product and also set forth at <http://www.cisco.com/warp/public/cc/serv/mkt/sup/tsssv/wnty/>.

C) General – The following provisions shall apply to Customer's participation in any of the Programs hereunder and generally to the Agreement as a whole:

- 1) **Rights.** Cisco shall at all times during the Trial Period retain all right, title and interest to all Products provided hereunder. Customer agrees that Customer will not pledge, mortgage, grant a security interest in, or otherwise encumber the Products (or any component thereof) while they are in Customer's possession. Customer further agrees that, upon Cisco's request, Customer will affix a label to the Products identifying Cisco as the owner of the Products. Customer further agrees not to (i) alter, modify, copy, or in any way reverse engineer, decompile or disassemble the Product hardware or software or design, make derivative works based upon the Product, or use the Product to develop any products, or (ii) sell, license, rent, or transfer the Product to any third party.
- 2) **Invoicing.** Customer agrees that a Cisco invoice may be the only documentation provided by Cisco regarding Customer's purchase of and payment for the Products ordered via the Programs referenced herein. Customer understands that it may receive multiple invoices at different times in connection with one Trial Order because Products may be shipped at different times.
- 3) **Exports.** Customer hereby acknowledges that Products supplied by Cisco under this Agreement may be subject to export or import controls under the laws and regulations of the United States (U.S.) and Customer agrees that it shall comply with such laws and regulations and will indemnify and hold Cisco harmless for any damages and/or claim brought by any third party against Cisco, including by any governmental authority of any country, arising in connection with the use, import and export of the Products.
- 4) **Confidentiality.** In connection with Customer's participation in the Demo and/or TAB Programs hereunder, Customer may receive proprietary and confidential Cisco information ("**Confidential Information**") and Customer agrees to use this Confidential Information solely for the purposes set forth herein, to not disclose any Confidential Information to third parties, and to use the same means to protect against unauthorized use and disclosure of the Confidential Information that Customer uses to protect its own confidential information, but in no event less than a reasonable degree of care.
- 5) **Termination.** Cisco reserves the right to accept or decline any Trial Order and Cisco shall have no liability whatsoever in the event that it decides to decline any Trial Order. If Cisco, in its sole discretion, detects misuse of the Demo or TAB Programs, Cisco may terminate this Agreement upon written notice to Customer. Upon cancellation or termination of this Agreement, Customer shall immediately cease using the Products and shall return the Products and any Confidential Information of Cisco then in Customer's possession, custody or control.
- 6) **Limitation.** Except for liability arising out of Customer's breach of Cisco's proprietary rights or software license, in no event shall either party or their respective suppliers be liable for any direct, indirect, incidental, punitive, special or consequential damages, lost profits, or lost data, even if either party or its suppliers have been informed of the possibility thereof. **NOTWITHSTANDING ANYTHING ELSE HEREIN, ALL LIABILITY**

OF CISCO OR ITS SUPPLIERS UNDER THIS AGREEMENT OR OTHERWISE SHALL BE LIMITED TO TWENTY FIVE THOUSAND DOLLARS (\$25,000).

- 7) Complete Agreement; Assignment; Governing Law. This Agreement, together with the Contract Terms, is the complete agreement between the parties hereto concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, that are not specified herein (including, without limitation, contingencies or additional or conflicting terms contained on any Trial Order submitted by Customer, which shall not be binding upon Cisco). This Agreement may only be modified by a written document executed by authorized representatives of the parties hereto. Customer shall not assign, in any manner, its right, obligation or interest in or under this Agreement without the prior written consent of Cisco. This agreement shall be governed by the laws of the Participating State, excluding its conflict of laws provisions.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below have been and are, on the date of signature, duly authorized to execute this Agreement.

("Customer")

CISCO SYSTEMS, INC. ("Cisco")

Authorized Signature

Authorized Signature

Name

Name

Title

Title

Date

Date

WSCA AR-233

EXHIBIT C

Fulfillment Partners

[To be named in accordance with the WSCA Master Agreement]

Fulfillment Partner	Contact Person and Information	Service Area/States	Equipment and Services

WSCA AR-233

EXHIBIT D

REQUIRED FORMAT OF QUARTERLY REPORT

ATTACHMENT C: EXHIBIT D

Western States Contracting Alliance (WSCA) - (Ref. WSCA Master Agreement No. AR-233)
 Quarterly Contract Sales Volume and Administrative Fee Reporting Form - Exhibit D

Authorized Signature (see 'Certification' below) and Date

Sales Volume Report for the State of: _____, Participating Addendum # / State Contract #: _____

Partner or Reseller Company Name and Address: _____

Small, Disadvantaged, Women, Minority or Veteran Owned Business Status (check one below) otherwise enter 'N/A' here: _____

Small Business _____
 Small Disadvantaged Business _____
 Woman Owned - Small Business _____
 Minority Owned - Small Business _____
 Veteran Owned - Small Business _____

Reporting Period: Calendar Year _____
 Q1 Jan-Mar _____
 Q2 Apr-Jun _____
 Q3 Jul-Sep X
 Q4 Oct-Dec _____

Name of BUYING ENTITY (Customer) and AGENCY CODE NO. Authorized to Purchase under Participating Addendum or State Contract	Buyer's Contact Name & E-mail	Buyer's Purchase Order (PO) Number	PO Date	Channel Purchase Order No. and Cisco Sales Order No.	Description of Items Purchased			Net Purchase Price			Revenue recognized for this reporting period			Total Fee Due to State (applicable fee rate 0.5%)
					Product Part No.	Services	Training	Product Part No.	Services	Training	Product	Services	Training	
								0.00	0.00	0.00				

CERTIFICATION: Partner or Reseller by execution and submittal of this report certifies to the following: 1) the information contained herein is complete and accurate, 2) a copy of this signed report and fee remittance in the form of a check has been delivered to the contract designated WSCA Contract Manager for payment of the WSCA Administrative Fee equal to the total dollar amount stated in the far right column of this report and, 3) a copy of this signed report has been provided to the Cisco Systems designated Channel Account Manager and Contracts Compliance Administrator.

Sub-Totals:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Fee
	Net value of ALL applicable orders received this reporting period:			Net value of ALL applicable payments received this reporting period:			\$0.00



WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE
MASTER AGREEMENT
("WSCA Master Agreement")
[State of Utah Contract Ref. No. AR-233]

Attachment D
Cisco Master Services Agreements

June, 2007

This Attachment D governs all Orders for Services placed under the WSCA Master Agreement.

While the Contractor reserves the unilateral right to modify, add or delete any scope of service or other program offerings under the WSCA Master Agreement at any time, the contract terms set forth in this Attachment D may only be modified during the Contract Term by the mutual written agreement of the State of Utah, acting as Contract Manager on behalf of WSCA, and Cisco.

MASTER SERVICES AGREEMENT
Cisco Systems, Inc.

This Agreement is entered into between Cisco Systems, Inc. ("Cisco"), a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 and the State of Utah, acting as the Contract Manager for the Western States Contracting Alliance ("WSCA"), on behalf of their Public Sector Customers formed under the laws of United States ("Customer") having its principal place of business at State of Utah, Division of Purchasing and General Services, State Office Building, Capitol Hill, Room 3150, Salt Lake City, UT 84114-1061, United States, and is entered into as of the date of last signature below (the "Effective Date").

This Master Services Agreement consists of (i) this signature page, (ii) the Master Services Agreement Terms and Conditions (including the Exhibits) and (iii) the Services Descriptions of the Services at cisco.com that the WSCA Customer may elect to purchase, which are incorporated in this Agreement by this reference.

The parties have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

**State of Utah, Acting as Contract
Manager for WSCA**

Cisco Systems, Inc.

("Customer")

("Cisco")



Authorized Signature

Authorized Signature

DOUGLAS RICHINS

FRANK A. CALDERONI

Print Name

Print Name

DIRECTOR OF PURCHASING

VP, WW SALES FINANCIAL

Title

Title

OCT 01 2007

Sept 27, 2007

Date

Date

MASTER SERVICES AGREEMENT - TERMS AND CONDITIONS

1. **Definitions** are those set out in the Glossary of Terms at the end of the Agreement.
2. **Scope.** This Agreement describes the terms and conditions for (a) Purchases by Customer of Services, and (b) delivery by Cisco of the Services according to the options ordered by Customer or otherwise provided by Cisco to Customer. Cisco will provide Services for Products and Customer will be entitled to receive Services for which (i) the applicable Services fees have been paid, (ii) a valid Software license has been granted, and (iii) Customer provides information requested by Cisco such as valid serial numbers, site location, contract number, and Product type.
3. **Orders.** Where payment is directly to Cisco or its Fulfillment Partners, Customer shall, upon and subject to credit approval by Cisco, purchase Services by issuing a Purchase Order. Each Purchase Order must be signed, if requested by Cisco, or (in the case of electronic transmission) sent, by an authorized representative, indicating the specific Services, quantity, price, total purchase price, shipping instructions, requested delivery dates, bill-to and ship-to addresses, tax exempt certifications, if applicable, contract reference if any, and any other special instructions. No contingency contained on any Purchase Order shall be binding upon Cisco. The terms of this Agreement shall apply, regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation submitted by Customer to Cisco, and any such additional or conflicting terms are deemed rejected by Cisco.
4. **Pricing.** For Direct Purchases, and subsequent Equipment List renewals, prices for Services shall be (a) those specified in Cisco's then-current Price List less any applicable contract discount in effect under the WSCA Master Agreement at the time of acceptance of the Purchase Order by Cisco, or (b) those set forth in a written price quotation submitted by Cisco or its Fulfillment Partner, if at or below the stated contract discount. All stated prices are exclusive of taxes, fees and duties or other amounts in accordance with the WSCA Master Agreement. Any taxes related to Services purchased pursuant to this Agreement shall be paid by

Customer or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. In the event that Customer is unable to provide valid and applicable serial number(s) for Product and Cisco agrees to provide Services, then Service fees payable by Customer shall be at Cisco's then-current time and materials or non contract service rates.

Subject to the price discount floor established by Cisco under the WSCA Master Agreement, for Indirect Purchases, Fulfillment Partners are free to determine their resale prices unilaterally. Customer understands that no employee or representative of Cisco or anyone else has any authority to determine such resale prices, or to limit the Fulfillment Partners' pricing discretion with respect to Services.

5. **Payment.** For Purchases of Services, upon and subject to credit approval by Cisco, payment terms shall be net thirty (30) days from the date of invoice. Unless otherwise agreed by Cisco, all payments shall be made in U.S. currency. Any sum not paid by Customer when due shall bear interest from the due date in accordance with the terms for interest on late payments under the WSCA Master Agreement.
6. **Invoicing.** Fees for Services, other than those for which a SOW is required, shall be invoiced in advance of delivery of Services. The timing of invoices for Services provided pursuant to a SOW shall be set forth in the respective SOW.
7. **Term and Termination.**
 - (a) The term of any service order shall commence on the Effective Date of the Order and shall continue for a period of one year, or such other multi-year period as set forth in the purchase order or SOW. Such term will be renewed automatically for successive one year terms unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current term.
 - (b) The term of an Equipment List shall commence on the date set forth on such

Equipment List, which may be up to sixty (60) days following the date of Purchase Order acceptance by Cisco. The term of an Equipment List shall be for a period of one year and shall be renewed automatically for successive one year terms, unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current one year term.

- (c) The term of each SOW shall be stated in the SOW.

This Master Service Agreement may be terminated in accordance on the same terms as set forth in the WSCA Master Agreement, Attachment B. Any Equipment List or SOW may be terminated immediately by either party upon written notice:

- (i) if the other party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching party if the breaching party fails to cure such breach within such period.
- (ii) if: (a) the other party ceases to carry on business as a going concern; or (b) the other party becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation; or (c) a receiver or similar officer is appointed with respect to the whole or a substantial part of the other party's assets; or (d) an event similar to any of the foregoing occurs under applicable law with respect to the other party.
- (iii) if the other party assigns or transfers any of the rights or responsibilities granted under this Agreement or any Equipment List or SOW in breach of Section 16.

If Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, Cisco may withhold the provision of Services until all amounts past due are paid in full, and/or terminate immediately this Agreement, any Equipment List and SOW.

Cisco reserves the right to make changes to the scope and content of the Services or part thereof, including terminating the availability of a given Service, at any time upon ninety (90) days' prior notice. Such changes will become effective upon renewal of the affected Equipment Lists and SOWs. If Customer does not agree to a change of scope or content, Customer may terminate any affected Equipment List or SOW by notifying Cisco at least sixty (60) days prior to the expiration of the then current one year term of the Equipment List or SOW. In such case, Cisco shall continue to provide Services until the next expiration date of the affected Equipment List or SOW.

Each Equipment List and SOW hereunder shall terminate immediately upon termination of the Agreement.

Upon termination of the Agreement, any Equipment List or SOWs, Customer shall pay Cisco for all work performed under the affected Equipment Lists or SOWs up to the effective date of termination at the agreed upon prices, fees and expense reimbursement rates.

Firm orders for services under this Master Services Agreement placed and accepted prior to expiration of the contract term, even if involving a multi-year commitment) remain valid in accordance with the contract terms which shall remain binding as to such prior orders only for the term stated therein, and shall not otherwise constitute an extension of the Master Services Agreement.

- 8. Confidentiality.** Customer and Cisco agree that in connection with this Agreement and their relationship, they may obtain Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Cisco shall be authorized to disclose Customer's Confidential Information to contractors or employees of a Cisco entity who have a legitimate business need to have access to such information. Except to the extent retention is otherwise required by law for records retention purposes, the receiving party shall immediately return to the disclosing

party all Confidential Information (including copies thereof) in the receiving party's possession, custody, or control upon termination or expiration at any time and for any reason of this Agreement. The obligations of confidentiality shall not apply to information which (a) has entered the public domain, except where such entry is the result of the receiving party's breach of this Agreement; (b) prior to disclosure hereunder was already rightfully in the receiving party's possession; (c) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court or government agency, provided that the receiving party provides (i) prior written notice to the disclosing party of such obligation and (ii) the opportunity to oppose such disclosure.

Neither party shall disclose, advertise, or publish the detailed terms and conditions of an SOW or detailed ordering document or deliverables in conjunction therewith under this Agreement without the prior written consent of the other party. Any press release or publication regarding such documents or deliverables under this Agreement are presumed by the parties to contain confidential information and is subject to prior review and written approval of the parties. In such event, only the invoice will be presumed public information. Notwithstanding confidentiality of the detailed ordering documents and deliverables, the parties shall be deemed to have given their consent to release of this Attachment D.

9. **Warranty.** ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER IN ACCORDANCE WITH INDUSTRY STANDARDS EXPECTED OF A COMPANY PROVIDING PROFESSIONAL SERVICES IN THE NETWORKING INDUSTRY. EXCEPT AS SPECIFIED IN THIS SECTION, CISCO HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION (A) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, SATISFACTORY QUALITY, ACCURACY, (B) ARISING FROM

ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT CISCO'S OPTION, RE-PERFORMANCE OF THE SERVICES; OR TERMINATION OF THIS AGREEMENT OR THE APPLICABLE EQUIPMENT LIST OR SOW AND RETURN OF THE PORTION OF THE SERVICE FEES PAID TO CISCO BY CUSTOMER FOR SUCH NON-CONFORMING SERVICES.

10. Limitation of Liability and Consequential Damages Waiver.

Except for the general indemnity provision set forth in the WSCA Master Agreement, Attachment B, Clause 17, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS COLLECTIVELY FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE HOWSOEVER ARISING SHALL BE LIMITED TO THE GREATER OF (I) THE MONEY PAID TO CISCO FOR SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES FIRST GIVING RISE TO SUCH LIABILITY OR (II) ONE HUNDRED THOUSAND (\$100,000) US DOLLARS. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).

IN THE CASE OF TRANSACTIONAL ADVANCED SERVICES PERFORMED UNDER A SOW, THE LIABILITY OF CISCO SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO CISCO PURSUANT TO THE RELEVANT SOW DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

SUBJECT TO CUSTOMER'S BREACH OF SECTION 11 (LICENSE), IN NO EVENT SHALL EITHER PARTY, ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES,

OR LOST REVENUE, LOST PROFITS, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

- 11. License.** Cisco grants to Customer a nonexclusive and nontransferable license to use for Customer's internal business use (a) Software provided as a result of Services (b) the Deliverables specified in each SOW (in object code form if software), and (c) Data Collection Tools. This license grant does not include the right to sublicense and is nontransferable.

This license shall be governed by (i) the terms and conditions attached to the Software or, in the absence of such terms, by the license posted at http://www.cisco.com/en/US/products/prod_warr_anties_item09186a008025c927.html and (ii) the Agreement.

Customer agrees that it is licensed to use Software: (1) only on Hardware covered under this Agreement; or (2) in the case of Application Software, on third party hardware, (except as otherwise authorized in the Software documentation); or (3) in the case of Data Collection Tools, in object code form only, on the Data Collection Tool on which such Software is provided.

The license is perpetual, provided Customer is not otherwise in breach of this license. Notwithstanding the above, for Data Collection Tools the license is valid until the earlier of: (i) the expiration or termination of the Service under which the Data Collection Tool was provided; or (ii) Cisco's request to Customer that the Data Collection Tool(s) be returned to Cisco.

Except as expressly authorized, Customer shall not (and shall not permit a third party to): download more than one copy of the Software, copy, in whole or in part, any Software, Deliverable or Data Collection Tool, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Software, Deliverable or Data Collection Tool which is software to human-readable form; or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Deliverables.

When Customer updates or upgrades a copy of Software to a new release, Customer shall not use (except for a limited period of parallel testing) the new Software release and the corresponding copy of the previous Software release concurrently. Under no circumstances shall the previous release be re-used or transferred to any other device(s).

- 12. Ownership.** Cisco shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Cisco as of the Effective Date and all Intellectual Property in and to the Services, Cisco Products, Deliverables and Data Collection Tools or other Intellectual Property provided or developed by Cisco or a third party on Cisco's behalf thereafter. Customer shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Customer as of the Effective Date and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter without the benefit of any of Cisco's Intellectual Property. Third Party Products shall at all times be owned by the applicable third party.

- 13. Force Majeure.** Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

- 14. Applicable law and Jurisdiction.** Notwithstanding the foregoing, either party may seek interim or temporary injunctive relief in any court of appropriate jurisdiction with respect to any alleged breach of such party's intellectual property or proprietary rights.

a. WSCA Master Services Agreement: This WSCA Agreement Attachment D and disputes hereunder solely between State acting on behalf of WSCA and Cisco shall be construed in accordance with the laws of the State of Utah. Venue for any claim, dispute or action concerning this Agreement shall be in Utah.

b. Participating Addendum & Service Orders Placed Under the Participating Addendum:

To the extent that both parties have mutually agreed to be bound by such laws under the terms of the *Participating Addendum*, each *Participating Addendum* and any dispute under this Attachment D based upon a performance under a *Participating Addendum* shall be governed by the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against a *Participating Addendum* or the effect of a *Participating Addendum* shall be in the Participating State.

c. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.

15. **Export Control.** Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Cisco Products and technology and will obtain all required U.S. and local authorizations, permits, or licenses. Information regarding compliance with U.S. use, export, re-export, and transfer laws may be found at:

http://www.cisco.com/www/export/compliance_provision.html.

16. **Assignment.** Neither party may assign or delegate its rights or obligations under this Agreement without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, provided that any such assignment shall not relieve the assigning entity of any obligation to pay monies that were owed prior to the date of the assignment. Notwithstanding the foregoing, (a) either party may, without the other party's consent, assign or delegate its rights or obligations under this Agreement to its parent or majority-owned subsidiary company of sufficient net worth to meet any potential liability under this Agreement, and (b) Cisco may, without Customer's consent, assign the right to receive any amount due.

17. **Subcontracting.** Cisco reserves the right to subcontract Services to a third party organization including Fulfillment Partners or Servicing Subcontractors (as defined in the WSCA Master Agreement, Attachment B) to provide Services to Customer; provided that invoicing and/or payments will only be handled by and through Cisco and its authorized Fulfillment Partners.

Any such subcontract shall not relieve Cisco of any of its obligations under this Agreement.

If Contractor or its Fulfillment Partners are using servicing subcontractors for the performance of local marketing, maintenance and/or technical support services in accordance with the terms and conditions of this Contract, servicing subcontractors may not directly accept purchase orders or payments for products or services from Purchasers under the terms and conditions of the contract. Only Contractor or Fulfillment Partners authorized by Cisco may directly accept purchase orders, invoice or receive payments for products or services under the terms and conditions of the contract. The authorized Purchaser has the option of choosing whether to purchase the associated OEM maintenance and/or training to support the equipment purchased.

18. **Inventory Review.** From time-to-time Cisco may perform an inventory review of Customer's installed base and review serial numbers and other records (upon reasonable advance notice) to validate entitlement. Cisco will charge a Service fee if it finds that unauthorized Services are being provided. This Service fee includes amounts which should have been paid, interest, and attorneys' and audit fees. Attorneys' and audit fees will only be payable by the customer where the discrepancy exceeds 5% of the amount otherwise due and payable. Cisco requires that Customer take all necessary action (for example, disabling passwords) to ensure that any former employees and contractors do not access or use the Service.

19. **Notices.** Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written verification of receipt. All communications will be

sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph. Notwithstanding the above, notices regarding general changes in pricing, policies or programs may also be by posting on Cisco.com or by e-mail or fax.

- 20. Entire Agreement.** This Master Services Agreement, in addition to the general provisions of the WSCA Master Agreement pertinent to Services, is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, except as agreed between the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.
- 21. No Waiver.** The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
- 22. Severability.** In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate this Agreement by written notice with immediate effect to the other.
- 23. Attorneys' Fees.** In any suit or proceeding relating to this Agreement the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, accountants, incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such

judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive expiration or termination and shall not be merged into any such judgment unless the judgment expressly precludes survivability.

- 24. No Agency.** This Agreement does not create any agency, partnership, joint venture, or franchise relationship. No employee of either party shall be or become, or shall be deemed to be or become, an employee of the other party by virtue of the existence or implementation of this Agreement. Each party hereto is an independent contractor. Neither party shall assume or create any obligation of any nature whatsoever on behalf of the other party or bind the other party in any respect whatsoever.
- 25. Counterparts.** This Agreement may be executed in two counterparts, each of which shall be deemed an original and together which shall constitute one and the same instrument. A validly executed counterpart that is delivered by one party to the other via electronic transmission (a "Counterpart Image") shall be valid and binding to the same extent as one delivered physically, provided that the valid signature is clearly visible in the Counterpart Image. In the event that a party delivers a Counterpart Image in place of an originally-executed counterpart, such party shall retain the originally-executed counterpart in its files for at least the duration of the Term hereof.
- 26. Headings.** Headings of sections have been added solely for convenience of reference and shall not be deemed part of this Agreement.
- 27. Survival.** Sections 5 (Payment), 7 (Term and Termination), 8 (Confidentiality), 9 (Warranty), 10 (Limitation of Liability and Consequential Damages Waiver), 11 (License), 12 (Ownership), 13 (Force Majeure), 14 (Applicable Law and Jurisdiction), 15 (Export Control), 18 (Inventory Review), 19 (Notices), 20 (Entire Agreement), 21 (No Waiver), 22 (Severability), 23 (Attorneys' Fees), 24 (No Agency), 27 (Survival), the Glossary of Terms and the Services-Not-Covered exhibits shall survive the termination or expiration of this Agreement.

EXHIBIT A GLOSSARY OF TERMS

In addition to the Definitions set forth in the WSCA Master Agreement, Attachment B, the following definitions shall apply to this Services Agreement:

Additional Services means installation of new Hardware, system additions, Hardware upgrades, dispatch of a field engineer, or non-mandatory engineering changes otherwise within the scope of the WSCA Master Agreement, Attachment A. Advance Replacement means shipment of replacement Field-Replaceable Unit (FRU) before receiving failed or defective FRU.

Advanced Services means the proactive Services within the scope of the WSCA Master Agreement, Attachment A, and as set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> throughout the term of the agreement and/or SOW(s) selected by the Customer. Advanced Services does not include Cisco's core maintenance services, such as Smartnet or Software Application Services, nor does it apply to the purchase, support or maintenance of any Products.

Advanced Services Engineer means the Cisco engineer appointed to be the main point of contact for a Customer purchasing Advanced Services. Application Software means non-resident or standalone Software Products listed on the Price List and within the scope of the WSCA Master Agreement, Attachment A, that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

Business Days means the generally accepted days of operation per week within the relevant region where the Services shall be performed, excluding local holidays as observed by Cisco. Cisco.com (<http://www.cisco.com>) is the Cisco Website for its suite of online services and information.

Confidential Information means proprietary and confidential information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, Software source documents, data, Customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer as defined in the WSCA Master Agreement, Attachment B, means the entity purchasing Services for its own internal use either directly or through an Fulfillment Partner.

Data Collection Tools means Hardware or Software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report generation capabilities.

Depot Time or Local Time means Central European Time for Services provided in Europe-Middle-East and Africa, Australia's Eastern Standard Time for Services provided in Australia, Japan's Standard Time for Services provided in Japan, and Pacific Standard Time for Services provided in all other locations.

Deliverable means, with respect to each SOW, the items specified as deliverables in the SOW.

Device Type means a Cisco supported Hardware Product (for example, Cisco Catalyst® 6509 Switch, GSR 12000 and Cisco 7200 Series Router).

Direct Purchases means purchases of Services by Customer directly from Cisco.

Documentation is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or

Services offered by Cisco, whether distributed in print, electronic, CD-ROM or video format.

Equipment List means the list of Hardware and/or Software for which Cisco provides services.

Event means notification by Customer of its performance of a planned Network Hardware, Software, or configuration change.

Feature Set Upgrade means a separately licensed and priced Software release that contains an enhanced configuration or feature set.

Field-Replaceable Unit (FRU) means any component or subassembly of an item or unit of Hardware that reasonably can be replaced at Customer's location. FRUs also may be subject to size and weight limitations.

Four-hour Response means:

- (i) For Advance Replacement Service, the four-hour time period commences upon the Cisco problem diagnosis and determination that a FRU is required and ends when the FRU is delivered onsite.
- (ii) For onsite service, the four-hour time period commences upon the Cisco problem diagnosis and determination that remedial onsite service is required and ends when Cisco personnel arrive onsite.

Fulfillment Partner means a system integrator, distributor or reseller authorized by Cisco to sell Services under the WSCA Master Agreement, Attachments A- D in a Participating State.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Indirect Purchases means purchases of Services by Customer through an Fulfillment Partner.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout

the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Level 1 means support that is defined as having the necessary technical staff (Cisco or Cisco-authorized Reseller) with appropriate skill, perform installations, Remedial Hardware Maintenance, and basic Hardware and Software configuration on Cisco Products.

Level 2 means support that is defined as having the necessary technical staff with the appropriate skills to perform isolation, replication and diagnosis of internet-based problems on Cisco Product(s). Customer shall not report Software bugs to Cisco prior to attempting to identify the source of such bugs and testing in Customer's Network where appropriate. If the Customer cannot duplicate the bug in Customer's Network, Customer and Cisco shall cooperate in attempting to replicate and resolve related Software bugs in either Customer's or Cisco's test facility as mutually agreed. In all cases Customer will address Software bugs on a best effort basis to replicate same in Customer's Network and document activity to Cisco before seeking further resolution with Cisco's participation.

Local Time means local time on Business Days. Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Participating State means a member of WSCA authorized under state law to participate under this Agreement who subsequently executes a Participating Addendum, or any other state or Local Public Body authorized by the WSCA Contract Manager and Cisco to be a party to the resulting Agreement who subsequently executes a Participating Addendum.

"**Participating State**" shall be deemed to refer to the State of Utah when acting as a Participating State in its sovereign capacity (and not in its capacity as the WSCA Contract Manager).

Price List means the price list for services applicable in the country where the Services are ordered or delivered.

Product means both Cisco Hardware and/or Software which are generally available.

Purchase Order or P.O. means a written or electronic order from Customer to Cisco for the Services to be provided by Cisco under this Agreement.

Remedial Hardware Maintenance means diagnosis and onsite replacement of Hardware components with FRUs.

RMA means Return Material Authorization. Services means one or more of the services options selected by the Customer in its Purchase Order and described at:
<http://www.cisco.com/go/servicedescriptions>
Services Descriptions mean the detailed descriptions of the Services purchased by Customer which are incorporated in the MSA by reference.

Software means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

Standard Business Hours means (i) 8:00 AM to 5:00 PM, Depot time, on Business Days for replacement of failed Products and (ii) 8:00 AM to 5:00 PM, Local Time at location of the respective Cisco TAC, on Business Days for case handling of TAC calls.

Statement of Work (SOW) means the documents agreed upon by the parties that define Services and deliverables to be provided.

TAC means the Cisco Technical Assistance Center. **Technical Support Services** means Services that provide both essential proactive and reactive operation and maintenance support Services identified as Technical Support Services at <http://www.cisco.com/go/servicedescriptions>.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party Hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Services sold under a Statement of Work.

Two-hour Response means:

- (i) For Advance Replacement, the two-hour time period commencing with Cisco's problem diagnosis and determination that a FRU is required and ending when the FRU is delivered onsite.
- (ii) For onsite service, the two-hour time period commencing with our problem diagnosis and determination that remedial onsite service is required and ending when Cisco personnel arrive onsite.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee

for that upgrade has been paid. Updates do not include Feature Set Upgrades.

WSCA shall mean the Western States Contracting Alliance (WSCA). WSCA is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.,) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Rights and obligations under this contract are limited to those Participating States who execute a Participating Addendum with Cisco.

“WSCA Contract Manager” or “Contract Manager” shall mean the individual state member designated as the contract manager by WSCA, currently the State of Utah, as responsible for the legal maintenance and administration of this WSCA Master Agreement, notices, reports and any other pertinent documentation or information.

“WSCA Master Agreement” (also referred to as “Agreement” or “Contract”) shall mean the underlying purchasing agreement executed by and between the State of Utah (“State”), as WSCA Contract Manager acting on behalf of WSCA, and Cisco, as now or hereafter amended.

EXHIBIT B
CISCO SEVERITY AND ESCALATION GUIDELINES

Customer shall assign a severity to all problems submitted to Cisco.

Severity 1 means an existing Network is down or there is a critical impact to Customer's business operation. Customer and Cisco both will commit full-time resources to resolve the situation.

Severity 2 means operation of an existing Network is severely degraded or significant aspects of Customer's business operation are negatively impacted by unacceptable Network performance. Customer and Cisco both will commit full-time resources during Standard Business Hours to resolve the situation.

Severity 3 means operational performance of the Network is impaired, although most business operations remain functional. Customer and Cisco both are willing to commit resources during Standard Business Hours to restore service to satisfactory levels.

Severity 4 means information is required on Application Software capabilities, installation, or configuration. There is little or no impact to Customer's business operation. Customer and Cisco both are willing to provide resources during Standard Business Hours to provide information or assistance as requested.

If you do not believe that adequate progress is being made or that the quality of Cisco service is satisfactory, we encourage you to escalate the problem to the appropriate level of management by asking for the TAC duty manager.

Cisco Escalation Guideline

Elapsed Time*	Severity 1	Severity 2	Severity 3	Severity 4
1 hour	Customer Engineering Manager			
4 hours	Technical Support Director	Customer Engineering Manager		
24 hours	Vice President, Customer Advocacy	Technical Support Director		
48 hours	President/CEO	Vice President, Customer Advocacy		
72 hours			Customer Engineering Manager	
96 hours		President/CEO	Technical Support Director	Customer Engineering Manager

* Severity 1 escalation times are measured in calendar hours—24 hours per day, 7 days per week. Severity 2, 3, and 4 escalation times correspond with Standard Business Hours.

EXHIBIT C SERVICES NOT COVERED

Services that are not expressly set forth in the applicable Service Description or Statement of Work document are not covered under such Service Description or Statement of Work, including, without limitation, the following:

1. Services are only provided for generally available Products and Software releases/versions, unless agreed otherwise.
2. Any customization of, or labor to install, Software and Hardware (including installation of Updates).
3. Furnishing of supplies, accessories or the replacement of expendable parts (e.g., cables, blower assemblies, power cords, and rack mounting kits).
4. Electrical or site work external to the Products.
5. Any expenses incurred to visit End User's location, except as required during escalation of problems by Cisco.
6. Service for Hardware that is installed outdoors or that is installed indoors but requires special equipment to perform such Service.
7. Hardware replacement in quantities greater than three (3) FRUs, including those replacements due to pervasive issues documented in an engineering change notice or field alert unless End User has troubleshoot failed Hardware down to the FRU level.
8. Services performed at domestic residences.
9. Support or replacement of Product that is altered, modified, mishandled, destroyed or damaged by one or more of the following: (a) natural causes; (b) environmental failures; (c) your failure to take any required actions; (d) a negligent or wilful act or omission by you or use by you other than as specified in the applicable Cisco-supplied documentation; or (e) an act or omission of a third party.
10. Services or software to resolve Software or Hardware problems resulting from third party product not provided by Cisco or causes beyond Cisco's control or failure to perform your responsibilities set out in this document.
11. Services for non-Cisco Software installed on any Cisco Product.
12. Any Hardware or third party product upgrade required to run new or updated Software.
13. Erasure or other removal of any customer or third party data on Products (or parts thereof) returned, repaired or otherwise handled by Cisco.
14. Additional Services are provided at the then-current time and materials rates.
15. Except as otherwise agreed, Software entitlement, including media, documentation, binary code, source code or access in electronic or other form is not provided. In addition, except as otherwise provided, no right, use or license to our Software is granted and you acknowledge and agree that you obtain no such rights.
16. Application Software is not supported as part of the SMARTnet support services provided by Cisco and is only supported under the Software Application Services (SAS/U) service description.

The non-entitlement policies posted at http://www.cisco.com/en/US/products/prod_warranties_listing.html are hereby incorporated into this Agreement by this reference.

Capitalized terms are defined in the Glossary of Terms, or may be as set forth in the applicable Service Description or Statement of Work.

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ADVANCED SERVICES AGREEMENT (U.S.)
Cisco Systems, Inc.

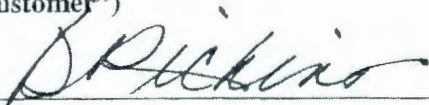
This Advanced Services Agreement ("Agreement") is entered into between Cisco Systems, Inc. ("Cisco"), a California corporation having its principal place of business at 170 West Tasman Drive, San Jose, California, 95134 and the State of Utah, acting as the Contract Manager for the Western States Contracting Alliance ("WSCA"), on behalf of their Public Sector Customers formed under the laws of United States ("Customer") having its principal place of business at State of Utah, Division of Purchasing and General Services, State Office Building, Capitol Hill, Room 3150, Salt Lake City, UT 84114-1061, United States, and is entered into as of the date of last signature below (the "Effective Date").

This Agreement consists of: (i) this signature page and (ii) the Advanced Services Agreement Terms and Conditions (including Appendix A (Glossary of Terms), and any other Appendices and Exhibits thereto).

The parties have caused this Agreement to be duly executed. Each party warrants and represents that its respective signatories whose signatures appear below are on the date of signature authorized to execute this Agreement.

**State of Utah, Acting as Contract
Manager for WSCA**

("Customer")



Authorized Signature

DOUGLAS G. RICHINS

Print Name

DIRECTOR OF PURCHASING

Title

OCT 01 2007

Date

Cisco Systems, Inc.

("Cisco")



Authorized Signature

FRANK A. CALDERONI

Print Name

VP, WW SALES FINANCE

Title

Sept 27, 2007

Date

ADVANCED SERVICES AGREEMENT TERMS AND CONDITIONS

1. **Definitions** are those in Appendix A (Glossary of Terms) at the end of this Agreement.
2. **Scope.** This Advanced Services Agreement is for the purchase of Advanced Services directly from Cisco, or where authorized by Cisco, its Fulfillment Partners.
3. **Orders.** Customer shall, upon and subject to approval by Cisco, purchase Advanced Services by issuing a Purchase Order. Each Purchase Order must be signed, if requested by Cisco, or (in the case of electronic transmission) sent, by an authorized representative, indicating the SOW project identification (if applicable), specific Advanced Services, quantity, price, total purchase price, bill-to and ship-to addresses, tax exempt certifications, if applicable, reference to this Agreement, and any other special instructions. No contingency contained on any Purchase Order shall be binding upon Cisco. The terms of this Advanced Services Agreement, including the general terms applicable to all Services Orders under the WSCA Master Agreement, shall apply, regardless of any additional or conflicting terms on any Purchase Order or other correspondence or documentation submitted by Customer to Cisco, and any such additional or conflicting terms are deemed rejected by Cisco.
4. **Advanced Services – AS Service Descriptions and Statements of Work.**
 - a. Unless otherwise authorized by Cisco to be fulfilled through Fulfillment Partners, the Advanced Services will be provided by Cisco. Cisco may use subcontractors (under separate contract to Cisco) to perform the Advanced Services, or portion(s) thereof.
 - b. Cisco will not proceed with performing SOW-based Advanced Services until both Customer and Cisco have signed the applicable SOW. Each SOW, once signed by both parties, shall incorporate the terms of this Agreement. Each SOW shall at least include:
 - A description of each party's obligations;
 - An estimated performance schedule, including Milestones, when applicable;
 - Completion criteria that Cisco will meet to fulfill its obligations under the SOW; and
 - Identification of primary contacts for Cisco and Customer.
- c. SOWs may only be amended by a written document signed by each party's authorized representative, and per the change management procedures set forth therein.
- d. The applicable SOW(s) and/or AS Service Description(s) exclusively define the scope of the Advanced Services that Cisco shall provide to Customer. To the extent there is a conflict between the terms of a SOW or AS Service Description and this Agreement, the terms of this Advanced Services Agreement, incorporating the applicable general terms of the WSCA Master Agreement (to the extent applicable to Services) shall control, unless explicitly stated otherwise in the SOW.
5. **Pricing.**
 - a. Prices for Advanced Services shall be one of the following, as applicable to the Advanced Services to be provided:
 - (i) those specified in Cisco's then-current Price List, less any applicable contract discount in effect under the WSCA Master Agreement at the time of Cisco's acceptance of Customer's Purchase Order;
 - (ii) those specified in a written price quotation submitted by Cisco; or
 - (iii) those specified in the SOW.
 - b. All prices are exclusive of any taxes, fees, duties or other applicable amounts in accordance with the WSCA Master Agreement. Customer shall pay the taxes related to Advanced Services purchased pursuant to this Agreement, or Customer shall present an exemption certificate acceptable to the taxing authorities. Applicable taxes, if any, shall be billed as a separate item on the invoice. Cisco reserves the right to increase the Advanced Service fee in the event Customer determines any withholding tax obligation prevents Cisco from receiving the specified prices for such Advanced Services pursuant to Section 5(a) above.
6. **Payment and Invoicing.**

a. **Payment.** All Purchase Orders are subject to credit approval and, subject thereto, payment terms are net thirty (30) days from the date of invoice. Unless otherwise agreed by Cisco, all payments shall be made in tUS currency. Any sum not paid by Customer when due shall bear interest for late payments in accordance with the terms of the WSCA Master Agreement.

b. **Invoicing.** As set forth below, Cisco will invoice Customer depending on the type of Advanced Services:

- (i) AS Service Description-based Advanced Services Invoicing. Unless otherwise agreed by the parties, Cisco will invoice Advanced Services performed under an AS Service Description in advance of performance of such Advanced Services.
- (ii) SOW-based Advanced Services Invoicing. Cisco will invoice Customer upon completion of each Milestone as defined in the SOW, per the SOW's Milestone schedule. Invoices may contain multiple Milestones. The SOW Milestone schedule supersedes any Milestones identified in a Purchase Order; nevertheless, unless otherwise mutually agreed upon via a change management procedure, the total invoiced amounts for SOW Milestones shall not exceed the total amount of Customer's Purchase Order. If a SOW does not contain a Milestone schedule, Cisco will invoice Advanced Services performed under such SOW as set forth in such SOW.

7. Term and Termination.

- a. The term of any Advanced Service order under this Agreement shall commence on the Effective Date of the Order and shall continue for a period of one (1) year. Such term will be renewed automatically for successive one (1) year terms unless either party notifies the other of its intent to terminate at least sixty (60) days prior to the expiration of the then current year term.
- b. The term of each non-SOW based Advance Service shall commence on the date specified in the associated Purchase Order and continue: (i) until completion of the specified Advanced Service in the event a MCC is not required; or (ii) until the MCC has been signed off by Customer in the event a MCC is required.
- c. The term of each SOW shall commence on last date of signature of the SOW and continue until

last Milestone completion, unless otherwise specified in the SOW.

d. Cisco shall have a lead-time of up to thirty (30) days from acceptance of Purchase Order for scheduling of Advanced Services.

e. This WSCA Advanced Services Agreement may be terminated in accordance with the provisions for termination of the WSCA Master Agreement. Any Advanced Services being performed hereunder, may be terminated immediately by either party upon written notice:

(iv) if the other party breaches any of the material provisions of this Agreement and the breach is not capable of being cured or after providing thirty (30) days written notice to the breaching party if the breaching party fails to cure such breach within such period;

(v) if the other party: (w) ceases, or threatens to cease to carry on business as a going concern; or (x) becomes or may become the object of the institution of voluntary or involuntary proceedings in bankruptcy or liquidation, or (y) a receiver or similar officer is appointed with respect to the whole or a substantial part of its assets; or (z) an event similar to any of the foregoing occurs under applicable law; or

(vi) if, except as provided in Section 16 (Assignment) below, either party assigns (by operation of law or otherwise, including merger) or transfers any of the rights or responsibilities granted under this Agreement, any AS Service Description or any SOW, without the prior written consent of the other party, or in the event of a sale of all or substantially all of such party's assets, or transfer of a controlling interest in such party to an unaffiliated third party. Notwithstanding the foregoing: (y) Cisco reserves the right to subcontract Advanced Services to any Affiliate or third party organization to provide Advanced Services to Customer, and (z) Cisco may assign this Agreement or all or any portion of its rights and obligations hereunder, to any Affiliate of Cisco.

f. If Advanced Services fees are not paid when due and payment has not been received within thirty (30) days after notice from Cisco of such past due payment, Cisco may withhold the provision of Advanced Services until all amounts past due are paid in full, and/or immediately terminate this

Agreement or any Advanced Services provided hereunder.

- g. Cisco reserves the right to change the scope and content of any of the Advanced Services offering upon ninety (90) days prior notice provided that such changed scope falls within the scope of the WSCA Agreement. Such changes will become effective upon Customer's renewal of the applicable Advanced Services.
- h. Each Advanced Service provided hereunder shall terminate immediately upon termination of this Agreement, unless otherwise agreed by the parties. Notwithstanding the foregoing, the parties' ongoing obligations under any non-terminated SOWs will continue through the end of their defined term, unless otherwise agreed by the parties in writing.
- j. Upon termination of this Agreement or any Advanced Services, Customer shall pay Cisco for all work Cisco has performed up to the effective date of termination at the agreed upon prices, fees and expense reimbursement rates.

8. Confidentiality.

- a. Customer and Cisco agree that in connection with this Agreement and their relationship, they may obtain Confidential Information. The receiving party shall at all times keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party under this Agreement, nor shall the receiving party disclose any such Confidential Information to third parties without the disclosing party's written consent. Notwithstanding the above, Cisco shall be authorized to disclose Customer's Confidential Information to subcontractors, contractors or employees of a Cisco entity who have a legitimate business need to have access to such information. The receiving party shall immediately return to the disclosing party all Confidential Information (including copies thereof) in the receiving party's possession, custody, or control upon termination or expiration at any time and for any reason of this Agreement subject to retention solely for purpose of compliance with state open records laws. The obligations of confidentiality shall not apply to information which: (i) has entered the public domain, except where such entry is the result of the receiving party's breach of this Agreement; (ii) prior to disclosure hereunder was already rightfully in the receiving party's possession; or (iii) subsequent to disclosure hereunder is obtained by the receiving party on a non-confidential basis

from a third party who has the right to disclose such information to the receiving party. The receiving party will be authorized to disclose Confidential Information pursuant to a valid order issued by a court, government agency or relevant regulatory authority (including a stock exchange), provided that the receiving party provides where practicable: (i) prior written notice to the disclosing party of such obligation and (ii) the opportunity to oppose such disclosure.

- b. Neither party shall disclose, advertise, or publish the detailed terms and conditions of an SOW or detailed ordering document or deliverables in conjunction therewith under this Agreement without the prior written consent of the other party. Any press release or publication regarding such documents or deliverables under this Agreement are presumed by the parties to contain confidential information and is subject to prior review and written approval of the parties. In such event, only the invoice will be presumed public information. Notwithstanding confidentiality of the detailed ordering documents and deliverables, the parties shall be deemed to have given their consent to release of this Attachment D.

9. Warranty.

- a. ALL ADVANCED SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, CISCO HEREBY DISCLAIMS AND CUSTOMER WAIVES ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES (WHETHER EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTY OR CONDITION: (I) OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ACCURACY, OR (II) ARISING FROM ANY COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN THE INDUSTRY.
- b. TO THE EXTENT AN IMPLIED WARRANTY CANNOT BE DISCLAIMED, SUCH WARRANTY IS LIMITED IN DURATION TO THE APPLICABLE EXPRESS WARRANTY PERIOD. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE, AT CISCO'S OPTION, RE-PERFORMANCE OF THE ADVANCED SERVICES; OR TERMINATION OF THIS AGREEMENT OR THE APPLICABLE ADVANCED SERVICES AND RETURN OF THE PORTION OF THE ADVANCED SERVICE FEES

PAID TO CISCO BY CUSTOMER FOR SUCH NON-CONFORMING ADVANCED SERVICES.

10. Limitation of Liability and Consequential Damages Waiver.

- a. Except for the general indemnity provision set forth in the WSCA Master Agreement, Attachment B, Clause 17, ALL LIABILITY OF CISCO, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUPPLIERS COLLECTIVELY FOR CLAIMS ARISING UNDER THIS AGREEMENT OR OTHERWISE HOWSOEVER ARISING SHALL BE LIMITED TO THE GREATER OF: (I) THE MONEY PAID TO CISCO FOR ADVANCED SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES FIRST GIVING RISE TO SUCH LIABILITY OR (II) ONE HUNDRED THOUSAND US DOLLARS (\$100,000.00). THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER-INCIDENT (I.E., THE EXISTENCE OF TWO OR MORE CLAIMS WILL NOT ENLARGE THIS LIMIT).
- b. IN THE CASE OF TRANSACTIONAL ADVANCED SERVICES PERFORMED UNDER A SOW, THE LIABILITY OF CISCO SHALL BE LIMITED TO THE AMOUNT PAID BY CUSTOMER TO CISCO PURSUANT TO THE RELEVANT SOW DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.
- c. SUBJECT TO CUSTOMER'S BREACH OF SECTION 11, IN NO EVENT SHALL EITHER PARTY, ITS RESPECTIVE AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUPPLIERS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR LOST REVENUE, LOST PROFITS, LOST BUSINESS OPPORTUNITY, OR LOST OR DAMAGED DATA, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.

11. License.

- a. Nothing in any AS Service Description and/or any SOW shall amend the licenses provided with any Cisco hardware or software products. The provisions in this Section 11 apply only to those Advanced Services, Deliverables and other

Intellectual Property detailed in any AS Service Description and/or any SOW.

- b. Cisco grants to Customer a worldwide, non-exclusive and non-transferable license to use for Customer's internal business use only: (i) Software provided as a result of Advanced Services, if any, (ii) the Deliverables specified in each AS Service Description and/or SOW (in object code form if Software), if any, and (iii) Data Collection Tools, if any. This license grant does not include the right to sublicense.
- c. This license shall be governed by: (i) the terms and conditions attached to the Software or in the absence of such terms by the license posted at http://www.cisco.com/en/US/products/prod_warranties_item09186a008025c927.html and (ii) this Agreement.
- d. Customer agrees that it is licensed to use Software: (1) only on Hardware; or (2) in the case of Application Software, on third party hardware, (except as otherwise authorized in the Software Documentation); or (3) in the case of Data Collection Tools, in object code form only, on the Data Collection Tool on which such Software is provided.
- e. The license is perpetual, provided Customer is not in breach of this Agreement. Notwithstanding the above, the license for Data Collection Tools is valid until the earlier of: (i) the expiration or termination of the Advanced Services under which the Data Collection Tool was provided; or (ii) Cisco's request to Customer that the Data Collection Tool(s) be returned to Cisco.
- f. Except as expressly authorized, Customer shall not (and shall not permit a third party to): download more than one copy of the Software, copy, in whole or in part, any Software, Deliverable or Data Collection Tool, make error corrections or otherwise modify, decompile, decrypt, reverse engineer, disassemble or otherwise reduce all or any portion of any Software, Deliverable or Data Collection Tool which is software to human-readable form; or transfer, sublicense, rent, lease, distribute, sell, or create derivative works of any Deliverables. There are no implied licenses and all rights not expressly granted herein are reserved to Cisco.
- g. When Customer updates or upgrades a copy of Software to a new release, Customer shall not use (except for a limited period of parallel testing) the new Software release and the corresponding copy of the previous Software release concurrently.

Under no circumstances shall the previous release be re-used or transferred to any other device(s).

12. Ownership. As between Customer and Cisco, Cisco shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Cisco as of the Effective Date and all Intellectual Property in and to the Advanced Services, Products, Deliverables and Data Collection Tools or other Intellectual Property provided or developed by Cisco or a third party on Cisco's behalf thereafter. As between Customer and Cisco, Customer shall at all times retain all right, title and interest in and to all pre-existing Intellectual Property owned by Customer as of the Effective Date and all Intellectual Property that is developed by Customer or by a third party on Customer's behalf thereafter without the benefit of any of Cisco's Intellectual Property. Third Party Products shall at all times be owned by the applicable third party.

13. Force Majeure. Except for the obligation to pay monies due and owing, neither party shall be liable for any delay or failure in performance due to events outside the defaulting party's reasonable control, including without limitation acts of God, earthquake, labor disputes, industry wide shortages of supplies, actions of governmental entities, riots, war, terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the defaulting party shall be extended for a period equal to the period during which such event prevented such party's performance.

14. Applicable Law and Jurisdiction.

- a. WSCA Master Services Agreement: This WSCA Agreement Attachment D and disputes hereunder solely between State acting on behalf of WSCA and Cisco shall be construed in accordance with the laws of the State of Utah. Venue for any claim, dispute or action concerning this Agreement shall be in Utah.
- b. Participating Addendum & Service Orders Placed Under the Participating Addendum: To the extent that both parties have mutually agreed to be bound by such laws under the terms of the Participating Addendum, each Participating Addendum and any dispute under this Attachment D based upon a performance under a Participating Addendum shall be governed by the laws of the Participating State. Venue for any claim, dispute or action concerning an order placed against a Participating Addendum or the effect of a Participating Addendum shall be in the Participating State.

c. Notwithstanding the foregoing, either party shall at all times have the right to commence proceedings in any other court of its choice for interim injunctive relief in the event of threatened or actual breach of Intellectual Property rights or provisions regarding protection and non-disclosure of Confidential Information.

d. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods to the interpretation or enforcement of this Agreement.

15. Export Control. Customer shall comply with such laws and regulations governing use, export, re-export, and transfer of Products and technology and will obtain all required U.S. and local authorizations, permits, or licenses. Information regarding compliance with U.S. use, export, re-export, and transfer laws may be found at: http://www.cisco.com/wai/export/compliance_provision.html.

16. Assignment. Except as provided below, neither party may assign or delegate its rights or obligations under this Agreement (other than: (i) the right to receive any amount due, which shall be freely assignable, or (ii) to Customer's parent or majority-owned subsidiary company of sufficient net worth to meet any potential liability under this Agreement) without the prior written consent of the other, such consent not to be unreasonably withheld or delayed, provided that any such assignment shall not relieve the assigning entity of any obligation to pay monies that were owed prior to the date of the assignment. Notwithstanding the foregoing: (a) Cisco reserves the right to subcontract Advanced Services to any Affiliate or third party organization to provide Advanced Services to Customer, and (b) Cisco may assign this Agreement or all or any portion of its rights and obligations hereunder, to any Affiliate of Cisco.

17. Notices. Notwithstanding anything contained in the Agreement to the contrary, all notices required or permitted under this Agreement will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail (in the case of Cisco to Agreement-notice@cisco.com), (provided that the original document is placed in air mail/air courier or delivered personally, within seven days of the facsimile electronic notice); (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid (or six (6) days for international mail); or (d) one (1) day after deposit with a commercial express courier specifying next day delivery (or two (2) days for international courier packages specifying 2-day delivery), with written

verification of receipt. All communications will be sent to the addresses set forth on the cover sheet of this Agreement or such other address as may be designated by a party by giving written notice to the other party pursuant to this paragraph. Notwithstanding the above, notices regarding general changes in pricing, policies or programs may also be by posting on Cisco.com or by e-mail or fax.

(Entire Agreement), 19 (No Waiver), 20 (Severability), 21 (Attorneys' Fees), 22 (Survival) and the Glossary of Terms shall survive the termination or expiration of this Agreement.

[Appendix A, Glossary of Terms, Follows]

- 18. Entire Agreement.** This Agreement, including the general provisions of the WSCA Master Agreement applicable to Services, is the complete agreement between the parties concerning the subject matter of this Agreement and replaces any prior oral or written communications between the parties, except as agreed between the parties. There are no conditions, understandings, agreements, representations, or warranties expressed or implied, that are not specified herein. This Agreement may only be modified by a written document executed by the parties hereto.
- 19. No Waiver.** The waiver by either party of any right provided under this Agreement shall not constitute a subsequent or continuing waiver of such right or of any other right under this Agreement.
- 20. Severability.** In the event that one or more terms of this Agreement becomes or is declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, each such term shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. Notwithstanding the foregoing, if this paragraph is invoked and, as a result, the value of this Agreement is materially impaired for either party, as determined by such party in its sole discretion, then the affected party may terminate this Agreement by written notice with immediate effect to the other.
- 21. Attorneys' Fees.** In any suit or proceeding relating to this Agreement, the prevailing party will have the right to recover from the other its costs and reasonable fees and expenses of attorneys, incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive expiration or termination and shall not be merged into any such judgment unless expressly precluded by such judgment.
- 22. Survival.** Sections 6 (Payment and Invoicing), 7 (Term and Termination), 8 (Confidentiality), 9 (Warranty), 10 (Limitation of Liability and Consequential Damages Waiver), 11 (License), 12 (Ownership), 13 (Force Majeure), 14 (Applicable Law and Jurisdiction), 15 (Export Control), 17 (Notices), 18

APPENDIX A GLOSSARY OF TERMS

In addition to the Definitions set forth in the WSCA Master Agreement, Attachment B, the following definitions shall apply to this Services Agreement:

Advanced Services means the proactive services otherwise within the scope of the WSCA Master Agreement, Attachment A as set forth in the AS Service Description(s) found at <http://www.cisco.com/go/servicedescriptions> and/or SOW(s) selected by the Customer.

Advanced Services does not include Cisco's core maintenance services, such as Smartnet or Software Application Services, nor does it apply to the purchase, support or maintenance of any Products.

Affiliate with respect to a party, means any corporation, firm, partnership, limited liability company or other entity, whether *de jure* or *de facto*, that directly or indirectly owns, is owned by, or is under common ownership with such party to the extent of at least fifty percent (50%) of the equity having the power to vote on or direct the affairs of such party, and any person, firm, partnership, corporation, limited liability company or other entity actually controlled by, controlling, or under common control with such party.

Application Software means non-resident or standalone Software Products listed on the Price List and otherwise within the scope of the WSCA Master Agreement, Attachment A that include but are not limited to Cisco Systems® Network management Software, security Software, IP telephony Software, Internet appliance Software, Cisco® Intelligent Contact Management Software, IP Contact Center Software, and Cisco Customer Interaction Suite Software.

AS Service Descriptions mean the detailed description of the Advanced Service identified at <http://www.cisco.com/go/servicedescriptions> purchased by Customer which are otherwise within the scope of the WSCA Master Agreement, Attachment A and incorporated in the Agreement by reference.

Cisco.com (<http://www.cisco.com>) is the Cisco Website for its suite of online services and information.

Confidential Information means proprietary and confidential information received by Cisco or Customer in connection with the Agreement and their relationship. Such Confidential Information may include, but is not limited to, trade secrets, know how, inventions, techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which the receiving party knows or has reason to know is confidential, proprietary or trade secret information of the disclosing party, as well as, in the case of Cisco, any information posted on Cisco.com.

Customer means the entity purchasing Advanced Services for its own internal use as defined in the WSCA Master Agreement, Attachment B

Data Collection Tools means Hardware or Software tools that support Cisco's ability to provide troubleshooting on critical cases, data analysis, and report generation capabilities.

Deliverable(s) means, with respect to each AS Service Description and/or SOW, the items specified as deliverables in the AS Service Description and/or SOW, if any.

Documentation is user manuals, training materials, Product descriptions and specifications, technical manuals, license agreements, supporting materials and other information relating to Products or Advanced Services offered by Cisco, whether distributed in print, electronic, CD-ROM or video format.

Feature Set Upgrade means a separately licensed and priced Software release that

contains an enhanced configuration or feature set.

Fulfillment Partner means a system integrator, distributor or reseller authorized by Cisco to sell Services under the WSCA Master Agreement, Attachments A- D in a Participating State.

Hardware means tangible Cisco equipment, devices, or components made available to Customers.

Intellectual Property means any and all tangible and intangible: (i) rights associated with works of authorship throughout the world, including but not limited to copyrights, neighboring rights, moral rights, and mask works, and all derivative works thereof, (ii) trademark and trade name rights and similar rights, (iii) trade secret rights, (iv) patents, designs, algorithms and other industrial property rights, (v) all other intellectual and industrial property rights (of every kind and nature throughout the world and however designated) whether arising by operation of law, contract, license, or otherwise, and (vi) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

Maintenance Release means an incremental Software release that provides maintenance fixes and may provide additional Software functions. Cisco designates Maintenance Releases as a change in the digits to the right of the tenths digit or of the hundredths digit of the Software version number [x.x.(x) or x.x.x.(x)].

Major Release means a release of Software that provides additional software functions. Cisco designates Major Releases as a change in the ones digit of the Software version number [(x).x.x].

Milestone means a specific goal, objective or event pertaining to Advanced Services described under the terms of the SOW or AS Service Description, as applicable.

Milestone Certification of Completion (MCC) means the document provided by Cisco to obtain Customer acceptance of Advanced Services performed. MCCs are

required for all SOW-based Advanced Services.

Minor Release means an incremental release of Software that provides maintenance fixes and additional Software functions. Cisco designates Minor releases as a change in the tenths digit of the Software version number [x.(x).x].

Network means a set of interconnected and interworking Cisco supported Hardware and Software that is implemented, operated, and supported by Customer from a single network operations center (NOC).

Network Infrastructure means your core transport and aggregation Network technology (for example, metro optical, ATM/Frame Relay, IP core and Cisco security devices including, but not limited to, Firewall, IDS and VPN3000).

Network Infrastructure Size means the total value of Products in Customer's Network based on the global list price of the Products that Customer has purchased.

Participating State means a member of WSCA authorized under state law to participate under this Agreement who subsequently executes a Participating Addendum, or any other state or Local Public Body authorized by the WSCA Contract Manager and Cisco to be a party to the resulting Agreement who subsequently executes a Participating Addendum. "Participating State" shall be deemed to refer to the State of Utah when acting as a Participating State in its sovereign capacity (and not in its capacity as the WSCA Contract Manager).

Price List means the price list for services applicable in the country where the Advanced Services are ordered or delivered.

Product means both Cisco Hardware and/or Software which are generally available.

Purchase Order or P.O. means a written or electronic order from Customer to Cisco for the Advanced Services to be provided by Cisco under this Agreement.

Statement of Work or SOW means the documents agreed upon by the parties that define the Advanced Services and Deliverables, if any, to be provided thereunder.

Software means the software programs licensed to Customer by Cisco along with copies, Updates, or Upgrades to those software programs.

Technology Application means specific technologies including, but not limited to, content networking, broadband, and IP telephony that do not operate at the Network Infrastructure level.

Third Party Products means third party hardware and/or software, and all upgrades thereto, that are designated by Cisco as required for:

- (i) The operation of Application Software in conformance with Cisco applicable Application Software Documentation; and
- (ii) Cisco support of the Application Software.

Transactional Advanced Services means the project related or consultancy Advanced Services sold under a Statement of Work.

Update means Cisco Software Maintenance Releases, Minor Releases and Major Releases containing the same configuration or feature set as originally acquired, unless the amended.

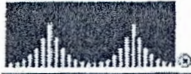
Customer has upgraded the applicable Hardware or Software to a configuration or feature set other than what was originally acquired, and the applicable license fee for that upgrade has been paid. Updates do not include Feature Set Upgrades.

WSCA shall mean the Western States Contracting Alliance (WSCA). WSCA is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington and Wyoming. Rights and obligations under this contract are limited to those Participating States who execute a Participating Addendum with Cisco.

"WSCA Contract Manager" or **"Contract Manager"** shall mean the individual state member designated as the contract manager by WSCA, currently the State of Utah, as responsible for the legal maintenance and administration of this WSCA Master Agreement, notices, reports and any other pertinent documentation or information.

"WSCA Master Agreement" (also referred to as "Agreement" or "Contract") shall mean the underlying purchasing agreement executed by and between the State of Utah ("State"), as WSCA Contract Manager acting on behalf of WSCA, and Cisco, as now or hereafter

CISCO SYSTEMS



Appendix 3 - Letter of Agency

DATE

To Whom It May Concern

Subject: Letter of Agency

The undersigned, **CUSTOMER NAME**, appoints Cisco Systems, Inc. as agent (the "Agent") with respect to the following (check all that apply):

- To order changes in and maintenance on frame relay PVCs provided (or to be provided) by you between our location and Cisco's Network Operations Center, including, without limitation, removing, adding to, or rearranging such PVCs.
- To order changes in and maintenance on frame relay PVCs provided (or to be provided) by you between your Cisco Remote Management Services managed locations, to allow Cisco to restore Service or improve performance problems with carriers.
- Dispatching field maintenance technicians to service equipment, if any, under maintenance agreements we have purchased from you.
- Other: _____

You may deal directly with the Agent on all matters pertaining to the issues set out above and should follow the Agent's instructions with reference thereto. This authorization will remain in effect until further notice.

Sincerely,

Customer Signature

Customer Name/Title (Please Print)



WESTERN STATES CONTRACTING ALLIANCE (WSCA)
CISCO NETWORKING COMMUNICATIONS & MAINTENANCE
MASTER AGREEMENT
("WSCA Master Agreement")
[State of Utah Contract Ref. No. AR-233]

Attachment E

CISCO BID PROPOSAL

This Addendum incorporates the redacted Cisco Bid Proposal in response on October 12, 2006 to the Western States Contracting Alliance Cisco Networking Communications & Maintenance solicitation.

Revision Date: September 10, 2007

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

Exhibit C

WSCA Master Agreement



STATE OF UTAH COOPERATIVE CONTRACT AMENDMENT

AMENDMENT # 7

CONTRACT # AR233

Original Starting Date: 10/01/07

Expiration Date : 05/31/12

TO BE ATTACHED AND MADE PART OF the specified contract by and between the State of Utah Division of Purchasing and

CISCO SYSTEMS, INC.

(Referred to as CONTRACTOR)

BOTH PARTIES AGREE TO AMEND THE CONTRACT AS FOLLOWS:

Amended Expiration Date: 05/31/2014

Effective Date of Amendment:
05/31/12

Potential Renewal Options Remaining:

The contract is amended to:

Please provide the following contact information.

	Name	Phone Number	Email Address
General Contact	Mimi Nguyen	Office: 408.527.2627 Cell: 650.303.4483	mimnguye@cisco.com
Sales Contact	Greg Semler	Office: 408.894.7114 Cell: 360.951.8086	gsemler@cisco.com
Quarterly Report Contact	Angelene Feril	Office: 408.424.0712 Cell: 408.318.3163	aferil@cisco.com

All other terms and conditions in the original contract remain the same.

IN WITNESS WHEREOF, the parties sign and cause this contract to be executed.

CONTRACTOR

STATE OF UTAH

Brian Fukuhara 1/20/12
Contractor's Signature Date

Kent Beers 1/24/12
Kent Beers, Director Date
State of Utah Division of Purchasing

Brian Fukuhara
Contractor's Name (Print)
Vice President Finance

Title (Print)

APPROVED BY LEGAL

Purchasing Agent	Phone #	e-mail	Fax #
Debbie Gundersen	801-538-3150	dgundersen@utah.gov	801-538-3882

10/27/2008

Exhibit D

Scope of Work, Equipment Descriptions and Prices

NEXUS»

Connect Collaborate Create

Quote: A-83437-001
 Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
 Created: 1/18/2013
 Valid: 2/7/2013

Budgetary Pricing ONLY

Oakland Unified School District

LINE#	PART#	QTY	DESCRIPTION	EXT. PRICE	UNIT PRICE	DISC.	LIST PRICE
Additional Materials							
1	Header						
				Additional Materials	\$0.00		
Skyline\New Server							
1	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
2	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
3	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
4	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
5	UCSC-PCIF-01F	4	Full height PCIe filler for C-Series	Included	Included		Included
6	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
7	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4G/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
8	UCS-MR-1X082RX-A	4	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
9	UCS-HDD3TI2F214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	11,992.08	999.34	42.00%	1,723.00
10	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
11	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
12	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.15	378.15	42.00%	652.00
13	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
14	CON-SNT-C240M3LF	1	SMARTNET 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
15	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	2,164.56	1,082.28	42.00%	1,866.00
16	CON-ISV1-VS5STD1A	2	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
17	L-CPS-VSMS7-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
18	CON-SAS-LCPSVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
				Skyline\New Server	\$20,954.49		
Skyline\Encoders							
1	CIVS-SENC-8P	4	Video Encoder, 8-port, Standalone	5,568.00	1,392.00	42.00%	2,400.00
				\$5,568.00			
Skyline\Repair Analog Cameras							
1	CIVS-IPC-6020	8	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	7,772.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	8	VR Conduit Base for CIVS-IPC-6020	464.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	8	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	348.00	43.50	42.00%	75.00
4	CIVS-6KA-INSURF-C	24	Indoor Surface Mount with clear dome for CIVS-IPC-6020	696.00	29.00	42.00%	50.00
5	CIVS-AVCABLE	8	Audio Video Cable for 35xx and 6k Series IP Cameras	116.00	14.50	42.00%	25.00
				\$9,396.00			
6	Cable Material Budget for Cam	8	Cable Material Budget for Cameras	850.00	106.25		
				\$10,246.00			
Skyline\Add Cameras to Gym							
1	CIVS-IPC-6020	2	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	1,943.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	2	VR Conduit Base for CIVS-IPC-6020	116.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	2	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	87.00	43.50	42.00%	75.00
				\$2,146.00			
4	Cable Material Budget for Cam	6	Cable Material Budget for Cameras	637.50	106.25		
5	CIVS-IPC-6030	4	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	4,292.00	1,073.00	42.00%	1,850.00
6	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,466.00			
				Skyline\Add Cameras to Gym	\$7,249.50		
Skyline\Add Cameras to Student Parking							
1	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
2	CIVS-IPC-6030	4	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	4,292.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,466.00			
				Skyline\Add Cameras to Student Parking	\$4,891.00		
Skyline\Add Cameras to Cafeteria							

NEXUS»

Connect Collaborate Create

Quote: A-83437-001
 Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
 Created: 1/18/2013
 Valid: 2/7/2013

1	Cable Material Budget for Cam	3	Cable Material Budget for Cameras	318.75	106.25		
2	CIVS-IPC-6030	3	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	3,219.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	3	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	130.50	43.50	42.00%	75.00
				\$3,349.50			
Skyline\Add Cameras to Cafeteria				\$3,668.25			

McClmonds\New Server							
1	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
2	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
3	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
4	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
5	UCSC-PCIF-01F	4	Full height PCIe filler for C-Series	Included	Included		Included
6	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
7	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
8	UCS-MR-1X082RX-A	4	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
9	UCS-HDD3T12F214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	11,992.08	999.34	42.00%	1,723.00
10	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
11	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
12	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16	42.00%	652.00
13	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
14	CON-SNT-C240M3LF	1	SMARTNET 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
15	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	2,164.56	1,082.28	42.00%	1,866.00
16	CON-4SV1-VS5STD1A	2	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
17	L-CPS-VSM57-C-VM=	1	Edelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
18	CON-SAS-LCPSVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
McClmonds\New Server				\$20,954.49			

McClmonds\Repair Internal Cameras							
1	Cable Material Budget for Cam	10	Cable Material Budget for Cameras	1,062.50	106.25		
2	CIVS-IPC-6030	10	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	10,730.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	10	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	435.00	43.50	42.00%	75.00
				\$11,165.00			
McClmonds\Repair Internal Cameras				\$12,227.50			

McClmonds\Add Internal Cameras							
1	CIVS-IPC-6020	4	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	3,886.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	4	VR Conduit Base for CIVS-IPC-6020	232.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,292.00			
4	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
McClmonds\Add Internal Cameras				\$4,717.00			

McClmonds\Add External Cameras							
1	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
2	CIVS-IPC-6030	4	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	4,292.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,466.00			
McClmonds\Add External Cameras				\$4,891.00			

Oakland Technical\New Server							
1	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
2	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
3	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
4	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
5	UCSC-PCIF-01F	4	Full height PCIe filler for C-Series	Included	Included		Included
6	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
7	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
8	UCS-MR-1X082RX-A	4	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
9	UCS-HDD3T12F214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	11,992.08	999.34	42.00%	1,723.00
10	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
11	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
12	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16	42.00%	652.00
13	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
14	CON-SNT-C240M3LF	1	SMARTNET 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
15	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	2,164.56	1,082.28	42.00%	1,866.00

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16	CON-ISV1-VSSSTD1A	2	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
17	L-CPS-VSMS7-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
18	CON-SAS-LCPVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
			Oakland Technical\New Server	\$20,954.49			

Oakland Technical\Add Internal Cameras							
1	CIVS-IPC-6020	4	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	3,886.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	4	VR Conduit Base for CIVS-IPC-6020	232.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,292.00			
4	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
			Oakland Technical\Add Internal Cameras	\$4,717.00			

Elmhurst/Alliance\New Server							
1	UCSC-C220-M3L	1	UCS C220 M3 LFF w/o CPU, mem, HDD, PCIe, PSU, w/ rail kit	1,658.80	1,658.80	42.00%	2,860.00
2	UCSC-HS-C220M3	2	Heat Sink for UCS C220 M3 Rack Server	Included	Included		Included
3	UCSC-RAIL1	1	Rail Kit for C220, C22, C24 rack servers	Included	Included		Included
4	UCSC-PCIF-01F	1	Full height PCIe filler for C-Series	Included	Included		Included
5	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
6	UCS-MR-1X082RX-A	2	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	370.04	185.02	42.00%	319.00
7	UCSC-PSU-650W	2	650W power supply for C-series rack servers	730.80	365.40	42.00%	630.00
8	CAB-9K12A-NA	2	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
9	UCSC-CMA1	1	Reversible Cable Management Arm for C220,C22,C24 servers	107.30	107.30	42.00%	185.00
10	CON-SMT-C220M3LF	1	SMARTNET 8X5XNBD UCS C220 M3 Server - LFF	179.25	179.25	25.00%	239.00
11	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
12	UCS-HDD2T12F213	4	2TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	2,781.68	695.42	42.00%	1,199.00
13	UCSC-RAID-ROM15	1	Embedded SW RAID 0/1/10/5, 4 ports SAS/SATA	20.30	20.30	42.00%	35.00
				\$6,880.57			
14	L-CPS-VSMS7-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
15	CON-SAS-LCPVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
			Elmhurst/Alliance\New Server	\$8,168.07			

Elmhurst/Alliance\Encoders							
1	CIVS-SENC-8P	1	Video Encoder, 8-port, Standalone	1,392.00	1,392.00	42.00%	2,400.00
			Elmhurst/Alliance\Encoders	\$1,392.00			

Elmhurst/Alliance\Repair 4 Internal							
1	CIVS-IPC-6020	4	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	3,886.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	4	VR Conduit Base for CIVS-IPC-6020	232.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
4	CIVS-6KA-INSURF-C	12	Indoor Surface Mount with clear dome for CIVS-IPC-6020	348.00	29.00	42.00%	50.00
5	CIVS-AVCABLE	4	Audio Video Cable for 35xx and 6k Series IP Cameras	58.00	14.50	42.00%	25.00
				\$4,698.00			
6	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
			Elmhurst/Alliance\Repair 4 Internal	\$5,123.00			

Elmhurst/Alliance\Repair 4 External							
1	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
2	CIVS-IPC-6030	4	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	4,292.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,466.00			
			Elmhurst/Alliance\Repair 4 External	\$4,891.00			

United for Success/Life Academy\New Server							
1	UCSC-C220-M3L	1	UCS C220 M3 LFF w/o CPU, mem, HDD, PCIe, PSU, w/ rail kit	1,658.80	1,658.80	42.00%	2,860.00
2	UCSC-HS-C220M3	2	Heat Sink for UCS C220 M3 Rack Server	Included	Included		Included
3	UCSC-RAIL1	1	Rail Kit for C220, C22, C24 rack servers	Included	Included		Included
4	UCSC-PCIF-01F	1	Full height PCIe filler for C-Series	Included	Included		Included
5	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
6	UCS-MR-1X082RX-A	2	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	370.04	185.02	42.00%	319.00
7	UCSC-PSU-650W	2	650W power supply for C-series rack servers	730.80	365.40	42.00%	630.00
8	CAB-9K12A-NA	2	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
9	UCSC-CMA1	1	Reversible Cable Management Arm for C220,C22,C24 servers	107.30	107.30	42.00%	185.00
10	CON-SMT-C220M3LF	1	SMARTNET 8X5XNBD UCS C220 M3 Server - LFF	179.25	179.25	25.00%	239.00
11	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00

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Item #	Description	Qty	Unit Price	Total Price	Est. Price	Est. %	Est. Total
12	UCS-HDD2T12F213	4	2781.68	11,126.72	695.42	42.00%	1,199.00
13	UCSC-RAID-ROM15	1	20.30	20.30	20.30	42.00%	35.00
			\$6,880.57				
14	L-CPS-V5MS7-C-VM=	1	1,160.00	1,160.00	1,160.00	42.00%	2,000.00
15	CON-SAS-LCPSVSMC	1	127.50	127.50	127.50	25.00%	170.00
			\$1,287.50				
United for Success/Life Academy\New Server				\$8,168.07			
1	CIVS-SENC-8P	2	1,392.00	2,784.00	1,392.00	42.00%	2,400.00
United for Success/Life Academy\Encoders				\$2,784.00			
1	CIVS-IPC-6020	4	3,886.00	15,544.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	4	232.00	928.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	4	174.00	696.00	43.50	42.00%	75.00
			\$4,292.00				
4	Cable Material Budget for Cam	4	106.25	425.00	106.25		
United for Success/Life Academy\Add Internal				\$4,717.00			
1	Cable Material Budget for Cam	4	106.25	425.00	106.25		
2	CIVS-IPC-6030	4	4,292.00	17,168.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	174.00	696.00	43.50	42.00%	75.00
			\$4,466.00				
United for Success/Life Academy\Repair Cameras				\$4,891.00			
1	UCS-C220-M3L	1	1,658.80	1,658.80	1,658.80	42.00%	2,860.00
2	UCSC-HS-C220M3	2	Included	Included	Included		Included
3	UCSC-RAIL1	1	Included	Included	Included		Included
4	UCSC-PCIF-01F	1	Included	Included	Included		Included
5	UCSC-PCIF-01H	1	Included	Included	Included		Included
6	UCS-MR-1X082RX-A	2	370.04	740.08	185.02	42.00%	319.00
7	UCSC-PSU-650W	2	730.80	1,461.60	365.40	42.00%	630.00
8	CAB-9K12A-NA	2	0.00	0.00	0.00		
9	UCSC-CMA1	1	107.30	107.30	107.30	42.00%	185.00
10	CON-SNT-C220M3LF	1	179.25	179.25	179.25	25.00%	239.00
11	UCS-CPU-E5-2609	2	1,032.40	2,064.80	516.20	42.00%	890.00
12	UCS-HDD2T12F213	4	2,781.68	11,126.72	695.42	42.00%	1,199.00
13	UCSC-RAID-ROM15	1	20.30	20.30	20.30	42.00%	35.00
			\$6,880.57				
14	L-CPS-V5MS7-C-VM=	1	1,160.00	1,160.00	1,160.00	42.00%	2,000.00
15	CON-SAS-LCPSVSMC	1	127.50	127.50	127.50	25.00%	170.00
			\$1,287.50				
Frick\New Server				\$8,168.07			
1	CIVS-SENC-8P	1	1,392.00	1,392.00	1,392.00	42.00%	2,400.00
Frick\Encoders				\$1,392.00			
1	Cable Material Budget for Cam	4	106.25	425.00	106.25		
2	CIVS-IPC-6030	4	4,292.00	17,168.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	174.00	696.00	43.50	42.00%	75.00
			\$4,466.00				
Frick\Add External Cameras				\$4,891.00			
1	Cable Material Budget for Cam	2	106.25	212.50	106.25		
2	CIVS-IPC-6030	2	2,146.00	4,292.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	2	87.00	174.00	43.50	42.00%	75.00
			\$2,233.00				
Frick\Repair External Cameras				\$2,445.50			
1	UCSC-C240-M3L	1	2,088.00	2,088.00	2,088.00	42.00%	3,600.00
2	UCSC-HS-C240M3	2	Included	Included	Included		Included
3	UCSC-PSU-BLKP	1	Included	Included	Included		Included

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Item #	Description	Qty	Unit Price	Total Price	Included	Excluded	%	Other
4	UCSC-RAIL-2U	1			Included			Included
5	UCSC-PCIF-01F	4			Included			Included
6	UCSC-PCIF-01H	1			Included			Included
7	UCS-CPU-E5-2609	2	1,032.40	2,064.80	516.20		42.00%	890.00
8	UCS-MR-1X082RX-A	4	740.08	2,960.32	185.02		42.00%	319.00
9	UCS-HDD3T1ZF214	12	11,992.08	143,904.96	999.34		42.00%	1,723.00
10	UCSC-RAID-11-C240	1	412.38	412.38	412.38		42.00%	711.00
11	R2XX-RAID5	1	0.58	0.58	0.58		42.00%	1.00
12	UCSC-PSU2-1200	1	378.16	378.16	378.16		42.00%	652.00
13	CAB-9K12A-NA	1	0.00	0.00	0.00			
14	CON-SNT-C240M3LF	1	228.75	228.75	228.75		25.00%	305.00
15	VMW-VS5-STD-1A	2	2,164.56	4,329.12	1,082.28		42.00%	1,866.00
16	CON4SV1-VSSSTD1A	2	630.00	1,260.00	315.00		25.00%	420.00
				\$19,666.99				
17	L-CPS-VSM57-C-VM=	1	1,160.00	1,160.00	1,160.00		42.00%	2,000.00
18	CON-SAS-LCPSVSMC	1	127.50	127.50	127.50		25.00%	170.00
				\$1,287.50				
Westlake\New Server				\$20,954.49				
Westlake\Encoders				5,568.00	1,392.00		42.00%	2,400.00
Westlake\Add External				\$4,468.00	106.25			
1	Cable Material Budget for Cam	4	425.00	1,700.00	106.25			
2	CIVS-IPC-6030	4	4,292.00	17,168.00	1,073.00		42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	174.00	696.00	43.50		42.00%	75.00
Westlake\Add Internal				\$3,349.50	106.25			
1	Cable Material Budget for Cam	3	318.75	956.25	106.25			
2	CIVS-IPC-6030	3	3,219.00	9,657.00	1,073.00		42.00%	1,850.00
3	CIVS-6KA-VRD-S	3	130.50	391.50	43.50		42.00%	75.00
Westlake\Add Internal				\$3,668.25				
Bunche\New Server				1,658.80	1,658.80		42.00%	2,860.00
1	UCSC-C220-M3L	1			Included			Included
2	UCSC-HS-C220M3	2			Included			Included
3	UCSC-RAIL1	1			Included			Included
4	UCSC-PCIF-01F	1			Included			Included
5	UCSC-PCIF-01H	1			Included			Included
6	UCS-MR-1X082RX-A	2	370.04	740.08	185.02		42.00%	319.00
7	UCSC-PSU-650W	2	730.80	1,461.60	365.40		42.00%	630.00
8	CAB-9K12A-NA	2	0.00	0.00	0.00			
9	UCSC-CMA1	1	107.30	107.30	107.30		42.00%	185.00
10	CON-SNT-C220M3LF	1	179.25	179.25	179.25		25.00%	239.00
11	UCS-CPU-E5-2609	2	1,032.40	2,064.80	516.20		42.00%	890.00
12	UCS-HDD2T1ZF213	4	2,781.68	11,126.72	695.42		42.00%	1,199.00
13	UCSC-RAID-ROM15	1	20.30	20.30	20.30		42.00%	35.00
				\$6,880.57				
14	L-CPS-VSM57-C-VM=	1	1,160.00	1,160.00	1,160.00		42.00%	2,000.00
15	CON-SAS-LCPSVSMC	1	127.50	127.50	127.50		25.00%	170.00
				\$1,287.50				
Bunche\New Server				\$8,168.07				
Bunche\Encoders				2,784.00	1,392.00		42.00%	2,400.00
Bunche\Repair Analog				\$3,349.50	106.25			
1	Cable Material Budget for Cam	3	318.75	956.25	106.25			
2	CIVS-IPC-6030	3	3,219.00	9,657.00	1,073.00		42.00%	1,850.00
3	CIVS-6KA-VRD-S	3	130.50	391.50	43.50		42.00%	75.00
Bunche\Repair Analog				\$3,668.25				

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Connect Collaborate Create

Quote: A-83437-001
 Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
 Created: 1/18/2013
 Valid: 2/7/2013

Bunche\Add External

1	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
2	CIVS-IPC-6030	4	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	4,292.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,466.00			

Bunche\Add External **\$4,891.00**

Roots/Coliseum Prep Havenscourt\New Server

1	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
2	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
3	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
4	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
5	UCSC-PCIF-01F	4	Full height PCIe filler for C-Series	Included	Included		Included
6	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
7	UCSC-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
8	UCS-MR-1X082RX-A	4	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
9	UCS-HDD3T12F214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	11,992.08	999.34	42.00%	1,723.00
10	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
11	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
12	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16	42.00%	652.00
13	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
14	CON-SNT-C240M3LF	1	SMARTNET 8XSXNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
15	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	2,164.56	1,082.28	42.00%	1,866.00
16	CON-HSV1-VS5STD1A	2	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
17	L-CPS-VSM57-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
18	CON-SAS-LCPSVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			

Roots/Coliseum Prep Havenscourt\New Server **\$20,954.49**

Roots/Coliseum Prep Havenscourt\Encoders

1	CIVS-SENC-8P	4	Video Encoder, 8-port, Standalone	5,568.00	1,392.00	42.00%	2,400.00
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Roots/Coliseum Prep Havenscourt\Encoders **\$5,568.00**

Roots/Coliseum Prep Havenscourt\Repair Analog

1	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
2	CIVS-IPC-6030	4	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	4,292.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,466.00			

Roots/Coliseum Prep Havenscourt\Repair Analog **\$4,891.00**

Roots/Coliseum Prep Havenscourt\Add External

1	Cable Material Budget for Cam	4	Cable Material Budget for Cameras	425.00	106.25		
2	CIVS-IPC-6030	4	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	4,292.00	1,073.00	42.00%	1,850.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,466.00			

Roots/Coliseum Prep Havenscourt\Add External **\$4,891.00**

Community Day\New Server

1	UCSC-C220-M3L	1	UCS C220 M3 LFF w/o CPU, mem, HDD, PCIe, PSU, w/ rail kit	1,658.80	1,658.80	42.00%	2,860.00
2	UCSC-HS-C220M3	2	Heat Sink for UCS C220 M3 Rack Server	Included	Included		Included
3	UCSC-RAIL1	1	Rail Kit for C220, C22, C24 rack servers	Included	Included		Included
4	UCSC-PCIF-01F	1	Full height PCIe filler for C-Series	Included	Included		Included
5	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
6	UCS-MR-1X082RX-A	2	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	370.04	185.02	42.00%	319.00
7	UCSC-PSU-650W	2	650W power supply for C-series rack servers	730.80	365.40	42.00%	630.00
8	CAB-9K12A-NA	2	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
9	UCSC-CMA1	1	Reversible Cable Management Arm for C220,C22,C24 servers	107.30	107.30	42.00%	185.00
10	CON-SNT-C220M3LF	1	SMARTNET 8XSXNBD UCS C220 M3 Server - LFF	179.25	179.25	25.00%	239.00
11	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
12	UCS-HDD2T12F213	4	2TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	2,781.68	695.42	42.00%	1,199.00
13	UCSC-RAID-ROM15	1	Embedded SW RAID 0/1/10/5, 4 ports SAS/SATA	20.30	20.30	42.00%	35.00
				\$6,880.57			
14	L-CPS-VSM57-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
15	CON-SAS-LCPSVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			

Community Day\New Server **\$8,168.07**



Quote: A-83437-001
 Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
 Created: 1/18/2013
 Valid: 2/7/2013

Item #	Description	Quantity	Unit Price	Total Price	Smartnet Price	Smartnet %	Smartnet Total
Community Day\Encoders							
1	CIVS-SENC-8P	2	1,392.00	2,784.00		42.00%	2,400.00
				2,784.00			
Community Day\Add External							
1	Cable Material Budget for Cam	2	106.25	212.50			
2	CIVS-IPC-6030	2	1,073.00	2,146.00		42.00%	1,850.00
3	CIVS-6KA-VRD-S	2	43.50	87.00		42.00%	75.00
				2,233.00			
				\$2,445.50			
Urban Promise\New Server							
1	UCSC-C220-M3L	1	1,658.80	1,658.80		42.00%	2,860.00
2	UCSC-HS-C220M3	2	Included	Included			Included
3	UCSC-RAIL1	1	Included	Included			Included
4	UCSC-PCIF-01F	1	Included	Included			Included
5	UCSC-PCIF-01H	1	Included	Included			Included
6	UCS-MR-1X082RX-A	2	370.04	740.08	185.02	42.00%	319.00
7	UCSC-PSU-650W	2	730.80	1,461.60	365.40	42.00%	630.00
8	CAB-9K12A-NA	2	0.00	0.00			
9	UCSC-CMA1	1	107.30	107.30		42.00%	185.00
10	CON-SNT-C220M3LF	1	179.25	179.25		25.00%	239.00
11	UCS-CPU-E5-2609	2	1,032.40	2,064.80	516.20	42.00%	890.00
12	UCS-HDD2T12F213	4	2,781.68	11,126.72	695.42	42.00%	1,199.00
13	UCSC-RAID-ROM15	1	20.30	20.30		42.00%	35.00
				\$6,880.57			
14	L-CPS-VSMS7-C-VM=	1	1,160.00	1,160.00		42.00%	2,000.00
15	CON-SAS-LCPSVSMC	1	127.50	127.50		25.00%	170.00
				\$1,287.50			
				\$8,168.07			
Urban Promise\Encoders							
1	CIVS-SENC-8P	2	1,392.00	2,784.00		42.00%	2,400.00
				2,784.00			
Urban Promise\Add External							
1	Cable Material Budget for Cam	6	106.25	637.50			
2	CIVS-IPC-6030	6	1,073.00	6,438.00		42.00%	1,850.00
3	CIVS-6KA-VRD-S	6	43.50	261.00		42.00%	75.00
				\$6,699.00			
				\$7,336.50			
VSM 7 Upgrade							
1	UCSC-C240-M3L	4	8,352.00	33,408.00	2,088.00	42.00%	3,600.00
2	UCSC-HS-C240M3	8	Included	Included			Included
3	UCSC-PSU-BLKP	4	Included	Included			Included
4	UCSC-RAIL-2U	4	Included	Included			Included
5	UCSC-PCIF-01F	16	Included	Included			Included
6	UCSC-PCIF-01H	4	Included	Included			Included
7	UCS-CPU-E5-2609	4	4,129.60	16,518.40	516.20	42.00%	890.00
8	UCS-MR-1X082RX-A	16	2,960.32	47,365.12	185.02	42.00%	319.00
9	UCS-HDD3T12F214	48	47,968.32	2,302,479.36	999.34	42.00%	1,723.00
10	UCSC-RAID-11-C240	4	1,649.52	6,598.08	412.38	42.00%	711.00
11	R2XX-RAIDS	4	2.32	9.28		42.00%	1.00
12	UCSC-PSU2-1200	4	1,512.64	6,050.56	378.16	42.00%	652.00
13	CAB-9K12A-NA	4	0.00	0.00			
14	CON-SNT-C240M3LF	4	915.00	3,660.00	228.75	25.00%	305.00
15	VMW-VS5-STD-1A	8	8,658.24	69,265.92	1,082.28	42.00%	1,866.00
16	CON-1SV1-VS5STD1A	8	2,520.00	20,160.00	315.00	25.00%	420.00
				\$78,667.96			
17	L-CPS-VSM07-C-VM=	1	7,250.00	7,250.00		42.00%	12,500.00
18	CON-SAS-LCPSVSMC	1	797.25	797.25		25.00%	1,063.00
				\$8,047.25			
19	L-CPS-VSM57-C-VM=	4	4,640.00	18,560.00	1,160.00	42.00%	2,000.00
20	CON-SAS-LCPSVSMC	4	510.00	2,040.00	127.50	25.00%	170.00
				\$5,150.00			
				\$91,865.21			

NEXUS»

Connect Collaborate Create

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 Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
 Created: 1/18/2013
 Valid: 2/7/2013

Claremont

1	CIVS-IPC-6020	4	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	3,886.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	4	VR Conduit Base for CIVS-IPC-6020	232.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,292.00			
4	L-CPS-V5MS7-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
5	CON-SAS-LCPSVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
6	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
7	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
8	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
9	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
10	UCSC-PCIF-01F	4	Full height PCIe filler for C-Series	Included	Included		Included
11	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
12	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
13	UCS-MR-1X082RX-A	4	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
14	UCS-HDD3T12F214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	11,992.08	999.34	42.00%	1,723.00
15	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
16	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
17	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16	42.00%	652.00
18	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
19	CON-SNT-C240M3LF	1	SMARTNET 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
20	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	2,164.56	1,082.28	42.00%	1,866.00
21	CON-ISO1-VS5STD1A	2	ISO 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
22	Cable Material Budget for Cam	14	Cable Material Budget for Cameras	1,487.50	106.25		
23	CIVS-IPC-6030	22	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	10,730.00	1,073.00	42.00%	1,850.00
24	CIVS-6KA-VRD-S	10	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	435.00	43.50	42.00%	75.00
				\$11,165.00			
			Claremont	\$37,898.99			

WOM @ Lowell

1	CIVS-IPC-6020	4	Cisco Video Surveillance IP Camera Indoor HD Dome Body	3,886.00	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	4	VR Conduit Base for CIVS-IPC-6020	232.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	4	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	174.00	43.50	42.00%	75.00
				\$4,292.00			
4	L-CPS-V5MS7-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00	42.00%	2,000.00
5	CON-SAS-LCPSVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
6	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
7	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
8	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
9	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
10	UCSC-PCIF-01F	4	Full height PCIe filler for C-Series	Included	Included		Included
11	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
12	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
13	UCS-MR-1X082RX-A	4	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
14	UCS-HDD3T12F214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	11,992.08	999.34	42.00%	1,723.00
15	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
16	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
17	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16	42.00%	652.00
18	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
19	CON-SNT-C240M3LF	1	SMARTNET 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
20	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	2,164.56	1,082.28	42.00%	1,866.00
21	CON-ISO1-VS5STD1A	2	ISO 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
22	Cable Material Budget for Cam	26	Cable Material Budget for Cameras	2,762.50	106.25		
23	CIVS-IPC-6030	22	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	23,606.00	1,073.00	42.00%	1,850.00
24	CIVS-6KA-VRD-S	22	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	957.00	43.50	42.00%	75.00
				\$24,563.00			
			WOM @ Lowell	\$52,571.99			

EOP @ Webster

1	CIVS-IPC-6020	13	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	12,629.50	971.50	42.00%	1,675.00
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NEXUS»

Connect Collaborate Create

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Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
Created: 1/18/2013
Valid: 2/7/2013

2	CIVS-6KA-VRCNDBS	13	VR Conduit Base for CIVS-IPC-6020	754.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	13	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	565.50	43.50	42.00%	75.00
				\$13,949.00			
4	Cable Material Budget for Cam	21	Cable Material Budget for Cameras	2,231.25	106.25		
5	CIVS-IPC-6030	18	Cisco Video Surveillance IP Camera - Outdoor VR HD Dome Body	19,314.00	1,073.00	47.00%	1,850.00
6	CIVS-6KA-VRD-S	18	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	783.00	43.50	42.00%	75.00
				\$20,097.00			
7	L-CPS-VSM57-C-VM=	1	EDelivery License for one Media Server on C-Series	1,160.00	1,160.00	42.00%	2,900.00
8	CON-SAS-LCPSVSMC	1	SW APP SUPP E Del Lic for one Media Srv on C-Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
9	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
10	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
11	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
12	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
13	UCSC-PCIF-01H	4	Full height PCIe filler for C-Series	Included	Included		Included
14	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
15	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
16	UCS-MR-1X082RX-A	4	8GB DDR3-1333MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
17	UCS-HDD3112F-214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/active sled mounted	11,992.08	999.34	42.00%	1,723.00
18	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
19	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
20	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16	42.00%	652.00
21	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
22	CON-SNT-C240M3LF	1	SMARTNLIT 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
23	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr. Support Required	2,164.56	1,082.28	42.00%	1,866.00
24	CON-ISO1-VS5STD1A	2	ISO 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
			EOP @ Webster	\$57,231.74			
Lockwood							
1	CIVS-IPC-6020	11	Cisco Video Surveillance IP Camera, Indoor HD Dome Body	10,686.50	971.50	42.00%	1,675.00
2	CIVS-6KA-VRCNDBS	11	VR Conduit Base for CIVS-IPC-6020	638.00	58.00	42.00%	100.00
3	CIVS-6KA-VRD-S	11	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	478.50	43.50	42.00%	75.00
				\$11,803.00			
4	Cable Material Budget for Cam	27	Cable Material Budget for Cameras	2,868.75	106.25		
5	CIVS-IPC-6030	16	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	17,168.00	1,073.00	42.00%	1,850.00
6	CIVS-6KA-VRD-S	16	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	696.00	43.50	42.00%	75.00
				\$17,864.00			
7	L-CPS-VSM57-C-VM=	1	EDelivery License for one Media Server on C-Series	1,160.00	1,160.00	42.00%	2,900.00
8	CON-SAS-LCPSVSMC	1	SW APP SUPP E Del Lic for one Media Srv on C-Series	127.50	127.50	25.00%	170.00
				\$1,287.50			
9	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
10	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
11	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
12	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included
13	UCSC-PCIF-01F	4	Full height PCIe filler for C-Series	Included	Included		Included
14	UCSC-PCIF-01H	1	Half height PCIe filler for UCS	Included	Included		Included
15	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20	42.00%	890.00
16	UCS-MR-1X082RX-A	4	8GB DDR3-1333MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02	42.00%	319.00
17	UCS-HDD3112F-214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/active sled mounted	11,992.08	999.34	42.00%	1,723.00
18	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38	42.00%	711.00
19	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58	42.00%	1.00
20	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16	42.00%	652.00
21	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00		
22	CON-SNT-C240M3LF	1	SMARTNLIT 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75	25.00%	305.00
23	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr. Support Required	2,164.56	1,082.28	42.00%	1,866.00
24	CON-ISO1-VS5STD1A	2	ISO 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00	25.00%	420.00
				\$19,666.99			
			Lockwood	\$53,490.24			
Oakland High\New Server							
1	UCSC-C240-M3L	1	UCS C240 M3 LFF w/oCPU,mem,HD,PCIe,PSU w/ rail kit, expdr	2,088.00	2,088.00	42.00%	3,600.00
2	UCSC-HS-C240M3	2	Heat Sink for UCS C240 M3 Rack Server	Included	Included		Included
3	UCSC-PSU-BLKP	1	Power supply blanking panel/filler	Included	Included		Included
4	UCSC-RAIL-2U	1	2U Rail Kit for UCS C-Series servers	Included	Included		Included

NEXUS»

Connect Collaborate Create

Quote: A-83437-001
 Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
 Created: 1/18/2013
 Valid: 2/7/2013

Item #	Description	Qty	Unit Price	Total Price	Included	Excluded	Percentage	Notes
5	UCSC-PCIF-01F	4			Included			Included
6	UCSC-PCIF-01H	1			Included			Included
7	UCS-CPU-E5-2609	2	2.4 GHz E5-2609/80W 4C/10MB Cache/DDR3 1066MHz	1,032.40	516.20		42.00%	890.00
8	UCS-MR-1X082RX-A	4	8GB DDR3-1333-MHz RDIMM/PC3-10600/2R/1.35v	740.08	185.02		42.00%	319.00
9	UCS-HDD3T12F214	12	3TB SAS 7.2K RPM 3.5 inch HDD/hot plug/drive sled mounted	11,992.08	999.34		42.00%	1,723.00
10	UCSC-RAID-11-C240	1	LSI 2008 SAS RAID Mezzanine Card for UCS C240 server	412.38	412.38		42.00%	711.00
11	R2XX-RAID5	1	Enable RAID 5 Setting	0.58	0.58		42.00%	1.00
12	UCSC-PSU2-1200	1	1200W 2u Power Supply For UCS	378.16	378.16		42.00%	652.00
13	CAB-9K12A-NA	1	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	0.00	0.00			
14	CON-SNT-C240M3LF	1	SMARTNET 8X5XNBD UCS C240 M3 Server - LFF	228.75	228.75		25.00%	305.00
15	VMW-VS5-STD-1A	2	VMware vSphere 5 Standard (1 CPU), 1yr, Support Required	2,164.56	1,082.28		42.00%	1,866.00
16	CON-ISV1-VS5STD1A	2	ISV 24X7 VMware vSphere Standard, List Price is ANNUAL	630.00	315.00		25.00%	420.00
				\$19,666.99				
17	L-CPS-VSMS7-C-VM=	1	EDelivery License for one Media Server on C Series	1,160.00	1,160.00		42.00%	2,000.00
18	CON-SAS-LCPSVSMC	1	SW APP SUPP EDel Lic for one Media Srv on C Series	127.50	127.50		25.00%	170.00
				\$1,287.50				
Oakland High\New Server				\$20,954.49				
Oakland High\Encoders				5,568.00	1,392.00		42.00%	2,400.00
1	CIVS-SENC-8P	4	Video Encoder, 8-port, Standalone					
Oakland High\Add External				3,293.75	106.25			
1	Cable Material Budget for Cam	31	Cable Material Budget for Cameras					
2	CIVS-IPC-6030	31	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	33,263.00	1,073.00		42.00%	1,850.00
3	CIVS-GKA-VRD-S	31	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	1,348.50	43.50		42.00%	75.00
				\$34,611.50				
Oakland High\Add External				\$37,905.25				
Oakland High\Add Internal				743.75	106.25			
1	Cable Material Budget for Cam	7	Cable Material Budget for Cameras					
2	CIVS-IPC-6030	7	Cisco Video Surveillance IP Camera, Outdoor VR HD Dome Body	7,511.00	1,073.00		42.00%	1,850.00
3	CIVS-GKA-VRD-S	7	Smoked Vandal Resistant Dome for 6000 Series Dome Cameras	304.50	43.50		42.00%	75.00
				\$7,815.50				
Oakland High\Add Internal				\$8,559.25				

Engineering Notes:

The material and labor on the this project it budgetary and will be billed on a weekly Time and Material Basis as used.

This Quote Includes Materials, Professional Services and Manufacturer Warranty as indicated above.
 Installation pricing estimated, pending completed Scope of Work.
 Additional discounts or trade-in credits applied below are based on a one-time pricing opportunity for this Schedule A only.



Quote: A-83437-001
Project: OUSD Round 2 Repairs with Estimated Labor 6k R2c with no smartnet
Created: 1/18/2013
Valid: 2/7/2013

Customer Initials

Equipment Total	\$650,253.03
Warranty & Other Services Total	\$16,445.25
One-Time-Discount:	<u>(\$194,515.38)</u>
Schedule A Subtotal:	\$472,182.90

Nexus Care Subtotal: \$0.00

Professional Services Total: \$774,092.12

Shipping & Handling:	\$0.00
Estimated Sales Tax (8.25%):	<u>\$37,598.36</u>
Total Investment:	\$1,283,873.38

Exhibit E
Criminal Background Investigation / Fingerprinting Certification

PROJECT/CONTRACT NO.: _____ between the Oakland Unified School District ("District") and _____ ("Vendor") ("Contract" or "Project").

The undersigned does hereby certify to the governing board of the District as follows:

That I am a representative of the Vendor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Vendor. Vendor has taken at least one of the following actions with respect to the construction Project that is the subject of the Contract (check all that apply):

_____ The Vendor has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Vendor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Vendor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; and/or

_____ Pursuant to Education Code section 45125.2, Vendor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Vendor's employees and District pupils at all times; and/or

_____ Pursuant to Education Code section 45125.2, Vendor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Vendor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Vendor's employees and its subcontractors' employees is

Name: _____

Title: _____

_____ The Work on the Contract is at an unoccupied school site and no employee and/or subcontractors or supplier of any tier of Contract shall come in contact with the District pupils.

Vendor's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent Vendors of the Vendor.

Date: _____

Proper Name of Vendor: _____

Signature: _____

Print Name: _____

Title: _____

OAKLAND UNIFIED SCHOOL DISTRICT
Department of Facilities Planning & Management

V055301

AGREEMENT REQUEST FORM

DATE SUBMITTED: 8/22/2013 SUBMITTED BY: Lance Jackson

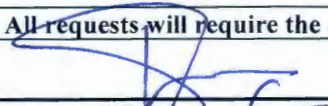
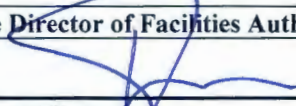
SECTION I. TYPE OF AGREEMENT (PLEASE CHECK ONE BOX)

1.) A&E (Architects and Engineers) Contract	<input type="checkbox"/>	5.) "Small"(under \$15,000.00) Construction Contract	<input type="checkbox"/>
2.) IOR (Inspector of Record) Contract	<input type="checkbox"/>	6.) Resolution Awarding Bid & Construction Contract	<input type="checkbox"/>
3.) Agreement for Professional Services-Testing Etc.	<input type="checkbox"/>	7.) Change Order	<input type="checkbox"/>
4.) Amendment to Agreement for Professional Services (Amendment #--)	<input checked="" type="checkbox"/>	8.) Purchase Order	<input type="checkbox"/>

Vendor Number: _____
Fiscal Year: 2013-2017
P.O. Under \$50K: _____
Date Processed: 8-23-2013
To: MB 8/23 To DR: _____

SECTION II LOCAL BUSINESS PARTICIPATION PERCENTAGE

Local Business	Small Local Business	Small Local Resident Business	Total Percentage
Yes	Yes		20%

All requests will require the Assistant Superintendent's and the Director of Facilities Authorization and Signature			
	<u>8/23/13</u>		<u>8/23/13</u>
Timothy E. White Associate Superintendent	Date	Tadashi Nakadegawa Director of Facilities	Date

SECTION III. AGREEMENT INFORMATION:

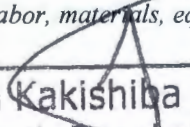
Project Name:	Surveillance Camera Phase IV	Project No:	
Vendor Name:	Nexus IS	Vendor Contact:	Karena Lynn
Vendor Phone Number:	925-226-3285	Vendor Mailing Address:	5200 Franklin Dr., Suite 120 Pleasanton, CA 94588
Agreement Start & Stop Dates:	1-23-13 <u>9-30-2017</u>	Amounts:	Current Contract Amount: Not to Exceed Amount: \$45,000.00 Revised Contract Amount
Has Work Started?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes give an explanation:	Has Work Been Completed?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Certificate of Insurance Attached	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date provided:	

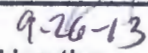
9189157810-6274

For Construction Contracts \$15,000, please provide or attach the following:

- 1) Number of Bids Received: 13-2013 (Attach Bid Documents)
- 2) Date(s) of Bid Advertisement: 9-25-2013
- 3) Date of Bid Opening: _____
- 4) Name of Architect: Enactment No. 13-2029
- 5) Liquidated damages per day: 9-25-13
- 6) Performance Bonds Attached: _____
- 7) Payment Bonds Attached: _____
- 8) Number of Phases: _____

Scope of Work: (Needed to prepare Executive Summary): Nexus IS will provide on-call technical support and maintenance to assure operation of surveillance camera systems at each of the Phase IV project sites. This support will be provided on an as needed basis; and all labor, materials, equipment and supervision shall be paid on a Time and Materials basis. The cost of the labor, materials, equipment, and supervision will be in accordance with the CMAS schedule contained in the original agreement.


David Kakishiba
President, Board of Education


Gary Yee, Ed.D.
Secretary, Board of Education

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion: The District certifies to the best of its knowledge and belief, that it and its officials: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List. <https://www.sam.gov/portal/public/SAM>

Funding Source: Fund 21
RES 9599

Budget Number: Susie Bothwell
9-10-13