

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY

DEPT: Strategic Business Technology

BOARD AGENDA #: *B-3

AGENDA DATE: November 1, 2016

SUBJECT:

Approval to Enter into a Five-Year County-Wide Cisco Product Agreement with Telcion Communications for the Purchase of Cisco Hardware, Software, and Maintenance/Support Services

BOARD ACTION AS FOLLOWS:

No. 2016-546

On motion of Supervisor O'Brien, Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Withrow, DeMartini, and Chairman Monteith

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

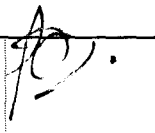
MOTION:

ATTEST: 
ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM**

DEPT: Strategic Business Technology
Urgent Routine



BOARD AGENDA #: *B-3

AGENDA DATE: November 1, 2016

CEO CONCURRENCE: 

4/5 Vote Required: Yes No

SUBJECT:

Approval to Enter into a Five-Year County-Wide Cisco Product Agreement with Telcion Communications for the Purchase of Cisco Hardware, Software, and Maintenance/Support Services

STAFF RECOMMENDATIONS:

1. Approve a five-year county-wide Cisco product agreement with Telcion Communications for the purchase of Cisco hardware, software, and maintenance/support services.
2. Authorize the General Services Agency Director/County Purchasing Agent to execute and sign the five-year county-wide agreement with Telcion Communications.

DISCUSSION:

On November 7, 2016, the existing five-year county-wide agreement for the purchase of Cisco products with Telcion Communications will expire. From November 2011 through September 2016, Stanislaus County has purchased over \$3.8 million in Cisco product and services from Telcion Communications under the existing agreement. It is estimated that the County has saved over \$2.8 million off of the Manufacturer's Suggested Retail Price during the course of this agreement.

In collaboration with the Stanislaus County General Services Agency's Purchasing division, the Strategic Business Technology department developed the Invitation to Bid's scope of work for a variety of Cisco products and services. The Invitation to Bid's scope of work did not include any provision for technical assistance from the vendor as the majority of any installation would be done by County staff. The county-wide agreement is strictly for the purchase of products and accessories. In addition, this agreement includes a non-exclusivity clause that does not bind the County to purchasing Cisco products only from the selected vendor. The agreement provides the flexibility to purchase from this county-wide agreement and from other Cisco resellers. The county-wide agreement was designed to provide flexibility to departments and guaranteed discounted pricing for the entire Cisco product line. The approval of the county-wide agreement will provide significant savings to the County and save staff time by using the county-wide agreement.

The goal was to establish the best possible discount off of the Manufacturer's Suggested Retail Price in the purchase from a full line of Cisco products. The ensuing agreement would result in multiple purchases at varying levels over a five year time frame. The requests for pricing and purchases may range from small equipment replacement orders to major infrastructure upgrades.

Approval to Enter into a Five-Year County-Wide Cisco Product Agreement with Telcion Communications for the Purchase of Cisco Hardware, Software, and Maintenance/Support Services

On September 19, 2016, the Stanislaus County General Services Agency – Purchasing Division issued an Invitation to Bid - Bid Number 16-51-CB to establish a county-wide agreement with one vendor for the purchase of Cisco products and accessories over the next five years.

The Invitation to Bid was issued and responses were due on September 22, 2016. Three bid responses were received. Based on the cost of Cisco Product at the Manufacturer's Suggested Retail Price of \$6.6 million, the three responding bidders' costs to the County are estimated to be as follows:

	Vendor	Bid
1	Telcion Communications	\$3,630,000
2	AdTech	\$3,979,140
3	NetExperts	\$4,092,000

Based on County departments' historical ordering patterns, the majority of purchases came from the Cisco Hardware and Software category listed above. In that category, Telcion Communications 45% discount was 5.29% better than AdTech's proposed discount (39.71%) and 7% better than NetExperts' proposed discount (38%). With the proposed 45% off of the Cisco Manufacturer's Suggested Retail Price, it is anticipated that the County will have significant savings on Cisco purchases over the next five years.

A notice of intent to award was provided to the lowest bidder, Telcion Communications Group, on September 30, 2016. A corresponding notice not to award was sent to the other two responders on September 30, 2016. There were no protests or appeals received by the October 6, 2016 deadline.

County departments currently have the opportunity to purchase Cisco products and accessories from several different vendors. The approval of this county-wide agreement provides individual departments the ability to purchase Cisco products and accessories at a substantial discount from a single vendor. The county-wide agreement would result in multiple purchases at varying levels over a five year time frame. The requests for pricing and purchases may include small equipment replacement orders to major infrastructure upgrades.

POLICY ISSUE:

Pursuant to the Stanislaus County General Services Agency Purchasing Division Policies and Procedures, the Board of Supervisors approval is required for contracts that will exceed \$100,000.

FISCAL IMPACT:

The exact dollar figure to be expended over the next five years is unknown, but under the existing agreement, the County has purchased over \$3.8 million in Cisco product and services from Telcion Communications. It is estimated that the County has saved approximately \$2.8 million off of the Manufacturer's Suggested Retail Price during the course of this agreement. Similar savings are expected under the new agreement with Telcion Communications under the new five-year county-wide agreement.

Approval to Enter into a Five-Year County-Wide Cisco Product Agreement with Telcion Communications for the Purchase of Cisco Hardware, Software, and Maintenance/Support Services

BOARD OF SUPERVISORS' PRIORITY:

The recommended action supports the Board's priorities of the Efficient Delivery of Public Services by providing an efficient and cost effective solution for the purchase Cisco products and accessories.

STAFFING IMPACT:

Existing staff from the General Services Agency and Strategic Business Technology will oversee the master agreement.

CONTACT PERSON:

Paul Gibson, SBT Director

Telephone: 525-4357

ATTACHMENT(S):

1. County-Wide Agreement for Independent Contractor Services

Attachment 1

**MASTER AGREEMENT
FOR
INDEPENDENT CONTRACTOR SERVICES**

This Master Agreement for Independent Contractor Services (the "Agreement") is made and entered into by and between the County of Stanislaus ("County") and Telcion Communications Group, a California corporation ("Contractor") on November 1, 2016.

Recitals

WHEREAS, the County has a need for contractor services involving numerous and different tasks and projects; and

WHEREAS, the Contractor is specially trained, experienced and competent to perform and has agreed to provide such services; and

WHEREAS, the County and the Contractor wish to execute one agreement that shall govern all of the work or services provided by the Contractor during the term of this Agreement

NOW, THEREFORE, in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

Terms and Conditions

1. **Scope of Work**

1.1 The Contractor shall furnish to the County upon receipt of the County's written authorization to proceed, those services and work set forth in a "Scope of Work" separately approved for each project or task being provided by the Contractor, which Scope of Work are, by this reference, are made a part hereof.

1.2 Each project added to and to be performed under this Agreement shall be separately approved by the parties. Each project where the cost of work or services does not exceed \$100,000 shall be approved by purchase order issued by the County Purchasing Agent or designee; projects greater than \$100,000 shall be approved by resolution of the Board of Supervisors for the County.

1.3 All documents, drawings and written work product prepared or produced by the Contractor under this Agreement, including without limitation electronic data files, are the property of the Contractor; provided, however, the County shall have the right to reproduce, publish and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Contractor may copyright the same, except that, as to any work which is copyrighted by the Contractor, the County reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so.

1.4 Services and work provided by the Contractor at the County's request under this Agreement will be performed in a timely manner consistent with the requirements and standards established by applicable federal, state and County laws, ordinances, regulations and resolutions, and in accordance with a schedule of work set forth in the scope of work for each separately approved project. If there is no schedule, the hours and times for completion of said services and work are to be set by the Contractor; provided, however, that such schedule is subject to review by and concurrence of the County.

2. Consideration

2.1 County shall pay Contractor as set forth in a separately approved project or scope of work.

2.2 Except as expressly provided in this Agreement or in a separately approved project or scope of work, Contractor shall not be entitled to nor receive from County any additional consideration, compensation, salary, wages or other type of remuneration for services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays or other paid leaves of absence of any type or kind whatsoever.

2.3 County will not withhold any Federal or State income taxes or Social Security tax from any payments made by County to Contractor under the terms and conditions of this Agreement. Payment of all taxes and other assessments on such sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

2.4 Pursuant to Penal Code section 484b and to Business and Professions Code section 7108.5, the Contractor must apply all funds and progress payments received by the Contractor from the County for payment of services, labor, materials or equipment to pay for such services, labor, materials or equipment. Pursuant to Civil Code section 1479, the Contractor shall direct or otherwise manifest the Contractor's intention and desire that payments made by the Contractor to subcontractors, suppliers and materialmen shall be applied to retire and extinguish the debts or obligations resulting from the performance of this Agreement.

3. Term

3.1 The term of this Agreement shall be from the date of this Agreement until terminated as provided below. The term for each separately approved project or scope of work shall begin on the date of approval until completion of the agreed upon services, or as otherwise specified in the approved scope of work.

3.2 Should either party default in the performance of this Agreement or materially breach any of its provisions, the other party, at that party's option, may terminate this Agreement by giving written notification to the other party.

3.3 This Agreement shall terminate automatically on the occurrence of (a) bankruptcy or insolvency of either party, (b) sale of Contractor's business, (c) cancellation of insurance required under the terms of this Agreement, and (d) if, for any reason, Contractor ceases to be licensed or otherwise authorized to do business in the State of California, and the Contractor fails to remedy such defect or defects within thirty (30) days of receipt of notice of such defect or defects.

3.4 The County may terminate this agreement upon 30 days prior written notice to the Contractor. Termination of this Agreement shall not affect the County's obligation to pay for all fees earned and reasonable costs necessarily incurred by the Contractor as provided in Paragraph 2 herein, subject to any applicable setoffs.

4. Required Licenses, Certificates and Permits

Any licenses, certificates or permits required by the federal, state, county or municipal governments for Contractor to provide the services and work described in Exhibit A must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates and permits in full force and effect. Licenses, certificates and permits may include but are not limited to driver's licenses, professional licenses or certificates and business licenses. Such licenses, certificates and permits will be procured and maintained in force by Contractor at no expense to the County.

5. Office Space, Supplies, Equipment, Etc.

Unless otherwise provided in this Agreement or in separately approved project or scope of work, Contractor shall provide such office space, supplies, equipment, vehicles, reference materials and telephone service as is necessary for Contractor to provide the services under this Agreement. The Contractor--not the County--has the sole responsibility for payment of the costs and expenses incurred by Contractor in providing and maintaining such items.

6. Insurance

6.1 Coverage Required: Contractor shall obtain, and maintain at all times during the term of this Agreement, insurance coverage in the amounts and coverage specified in the attached "Exhibit B."

7. Defense and Indemnification

7.1 To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County and its agents, officers and employees from and against all claims, damages, losses, judgments, liabilities, expenses and other costs, including litigation costs and attorneys' fees, arising out of, resulting from, or in connection with the performance of this Agreement by the Contractor or Contractor's officers, employees, agents, representatives or subcontractors and resulting in or attributable to personal injury, death, or damage or destruction to tangible or intangible property, including the loss of use; provided, however, such indemnification shall not extend to or cover loss, damage or expense arising from the sole negligence or willful misconduct of the County or its agents, officers and employees.

7.2 Contractor's obligation to defend, indemnify and hold the County and its agents, officers and employees harmless under the provisions of this paragraph is not limited to or restricted by any requirement in this Agreement for Contractor to procure and maintain a policy of insurance.

8. Status of Contractor

8.1 All acts of Contractor and its officers, employees, agents, representatives, subcontractors and all others acting on behalf of Contractor relating to the performance of this Agreement, shall be performed as independent contractors and not as agents, officers or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Exhibit A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer or employee of the County is to be considered an employee of Contractor. It is understood by both Contractor and County that this Agreement shall not be construed or considered under any circumstances to create an employer-employee relationship or a joint venture.

8.2 At all times during the term of this Agreement, the Contractor and its officers, employees, agents, representatives or subcontractors are, and shall represent and conduct themselves as, independent contractors and not employees of County.

8.3 Contractor shall determine the method, details and means of performing the work and services to be provided by Contractor under this Agreement. Contractor shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement. Contractor has control over the manner and means of performing the services under this Agreement. Contractor is permitted to provide service to others during the same period service is provided to County under this Agreement. If necessary, Contractor has the responsibility for employing other persons or firms to assist Contractor in fulfilling the terms and obligations under this Agreement.

8.4 If in the performance of this Agreement any third persons are employed by Contractor, such persons shall be entirely and exclusively under the direction, supervision and control of Contractor. All terms of employment including hours, wages, working conditions, discipline, hiring and discharging or any other term of employment or requirements of law shall be determined by the Contractor.

8.5 It is understood and agreed that as an independent Contractor and not an employee of County, the Contractor and the Contractor's officers, employees, agents, representatives or subcontractors do not have any entitlement as a County employee, and do not have the right to act on behalf of the County in any capacity whatsoever as an agent, or to bind the County to any obligation whatsoever.

8.6 It is further understood and agreed that Contractor must issue W-2 forms or other forms as required by law for income and employment tax purposes for all of Contractor's assigned personnel under the terms and conditions of this Agreement.

8.7 As an independent Contractor, Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement.

9. Records and Audit

9.1 Contractor shall prepare and maintain all writings, documents and records prepared or compiled in connection with the performance of this Agreement for a minimum of four (4) years from the termination or completion of separately approved project or scope of work. This includes any handwriting, typewriting, printing, photostatic, photographing and every other means of recording upon any tangible thing, any form of communication or representation including letters, words, pictures, sounds or symbols or any combination thereof.

9.2 Any authorized representative of County shall have access to any writings as defined above for the purposes of making audit, evaluation, examination, excerpts and transcripts during the period such records are to be maintained by Contractor. Further, County has the right at all reasonable times to audit, inspect or otherwise evaluate the work performed or being performed under this Agreement.

10. Nondiscrimination

1.1. Non-Discrimination. During the performance of this Agreement, Contractor and its officers, employees, agents, representatives or subcontractors shall not unlawfully discriminate in violation of any Federal, State or local law, rule or regulation against any employee, applicant for employment or person receiving services under this Agreement because of race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition, genetic information, pregnancy related condition, marital status, gender/sex, sexual orientation, gender identity, gender expression, age (over 40), political affiliation or belief, or military and veteran status. Contractor and its officers, employees, agents, representatives or subcontractors shall comply with all applicable Federal, State and local laws and regulations related to non-discrimination and equal opportunity, including without limitation the County's non-discrimination policy; the Fair Employment and Housing Act (Government Code sections 12900 et seq.); California Labor Code sections 1101, 1102 and 1102.1; the Federal Civil Rights Act of 1964 (P.L. 88-352), as amended; and all applicable regulations promulgated in the California Code of Regulations or the Code of Federal Regulations.

11.2 Consultant shall include the non-discrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

11.3 Consultant shall provide a system by which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding Consultant's delivery of services.

11. Assignment

This is an agreement for the services of Contractor. County has relied upon the skills, knowledge, experience and training of Contractor and the Contractor's firm, associates and employees as an inducement to enter into this Agreement. Contractor shall not assign or subcontract this Agreement without the express written consent of County. Further, Contractor shall not assign any monies due or to become due under this Agreement without the prior written consent of County.

12. Waiver of Default

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided below.

13. Notice

Any notice, communication, amendment, addition or deletion to this Agreement, including change of address of either party during the term of this Agreement, which Contractor or County shall be required or may desire to make shall be in writing and may be personally served or, alternatively, sent by prepaid first class mail to the respective parties as follows:

To County:	To Contractor:
Stanislaus County Purchasing Agent	Telcion Communications Group
1010 10 th Street, Suite 5400	3070 Commerce Way
Modesto, CA 95353	Turlock, CA 95380

14. Conflicts

Contractor agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement.

15. Severability

If any portion of this Agreement or application thereof to any person or circumstance shall be declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal, state or county statute, ordinance or regulation the remaining provisions of this Agreement or the application thereof shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this Agreement are severable.

16. Amendment

This Agreement may be modified, amended, changed, added to or subtracted from by the mutual consent of the parties hereto if such amendment or change is in written form and executed with the same formalities as this Agreement and attached to the original Agreement to maintain continuity.

17. Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between any of the parties herein with respect to the subject matter hereof and contains all the agreements between the parties with respect to such matter. Each party acknowledges that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding.

18. Advice of Attorney

Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorneys or the opportunity to seek such advice.

19. Construction

Headings or captions to the provisions of this Agreement are solely for the convenience of the parties, are not part of this Agreement, and shall not be used to interpret or determine the validity of this Agreement. Any ambiguity in this Agreement shall not be construed against the drafter, but rather the terms and provisions hereof shall be given a reasonable interpretation as if both parties had in fact drafted this Agreement.

20. Governing Law and Venue

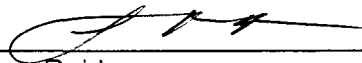
This Agreement shall be deemed to be made under, and shall be governed by and construed in accordance with, the laws of the State of California. Any action brought to enforce the terms or provisions of this Agreement shall have venue in the County of Stanislaus, State of California.

IN WITNESS WHEREOF, the parties or their duly authorized representatives have executed this Agreement in duplicate on the day and year first hereinabove written.

COUNTY OF STANISLAUS

CONTRACTOR NAME


By: 
Keith D. Bogggs, Assistant Executive Officer,
GSA Director/Purchasing Agent

By: 
Lance Reid
President

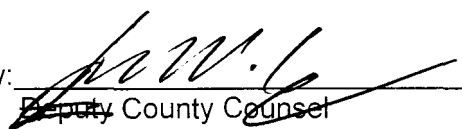
"County"

"Contractor"

APPROVED AS TO CONTENT:
Department of Strategic Business Technology

By: 
Paul Gibson
Director

APPROVED AS TO FORM:
John P. Doering, County Counsel

By: 
Deputy County Counsel

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EXHIBIT A

A. SCOPE OF WORK

1. The Contractor shall provide the following to Stanislaus County:
 - a. Provide discounts off of the Cisco Manufacturer's Suggested Retail Price list for hardware and software, training, and maintenance/support contracts as follows:

CISCO PRODUCT CATEGORY	% Off MSRP
Cisco Hardware and Software*	
WAN/LAN	45%
Wireless	45%
Voice over Internet Protocol	45%
Video Surveillance (Physical) Security	45%
Video Conferencing	45%
Network Security	45%
Unified Computing Servers*	
Hardware	55%
Software	45%
* Minimum purchase order of \$10,000 MSRP before discount (not including SmartNet). If less than \$10,000 MSRP, Telcion will provide a discount of 41%.	
Cisco Small-Medium Business Products**	
Hardware	35%
Software	35%
SmartNet ** - Single Year Contract	19%
SmartNet ** - Multi-Year Contract	22-24%
** NO Minimum purchase requirement for maintenance and support contracts.	
Training Credits	8%
FREIGHT	YES/NO
Included – UPS or FedEx Ground Shipping	YES
SERVICES INCLUDED (no additional charge)	YES/NO
Project order requirements to ensure that the correct product, licensing, and/or support are included in the scope.	YES
Needs assessment to develop a solution and provide the appropriate parts list.	YES
Cisco license model changes.	YES

Cisco support model changes.	YES
Cisco support contract consolidation.	YES

2. **Delivery of Cisco Hardware** – The Contractor agrees to pay for the cost of UPS or FedEx ground shipping for ALL Cisco hardware ordered. If faster (e.g. overnight) shipping is requested by the County, the County agrees that the additional freight charges will be paid by the County.
3. **Delivery of Cisco Software** – The Contractor agrees that ALL Cisco media/software, including but not limited to initial license purchase, major releases, maintenance releases, upgrades, updates or patches, will only be made available by download over the Internet or sent electronically via email. Contractor and/or software distributor shall **not** send the County any hard copy media.
4. **Delivery of Cisco Maintenance/Support Contracts** – The Contractor agrees that ALL Cisco Maintenance and Support Contracts will only be made available by download over the Internet or sent electronically via email. Contractor and/or maintenance/support contract distributor shall **not** send the County any hard copy media.
5. **Hardware/Software Purchase Order** - For the purchase of Cisco hardware and software product categories:
 - a. The County agrees to meet the minimum purchase order of \$10,000 Manufacturer’s Suggested Retail Price list before discount.
 - b. County will purchase NEW equipment with options and accessories. Accessory purchases will be made in conjunction with the new equipment purchases. Used, re-conditioned or re-manufactured equipment will not satisfy the requirement for NEW equipment.
 - c. All items must be delivered to the specific County department that placed the order no later than sixty (60) days after the purchase order is issued. If a delay is anticipated due to product availability, Contractor shall provide written notification to the County within fifteen (15) days of the purchase order being provided to the Contractor. No substitutions will be allowed.
6. **SmartNet Equipment and Software Maintenance/Support Purchase Order** – With respect to purchase of Cisco SmartNet equipment and software maintenance/support contracts, the Contractor requires NO minimum purchase order amount to place an order. The Contractor agrees to assist the County departments with consolidation of orders where appropriate and/or requested.
7. **Product Quotes and Orders:** Requests for quotes will be sent to the Contractor for pricing and review of product listing accuracy. The quoted pricing shall include all requested equipment, software licenses, software support and subscriptions, SmartNet Maintenance, transportation/freight, and applicable sales taxes as appropriate. Once the

requesting department is ready to move forward, a purchase order will be issued and provided to the Contractor. Individual department orders may be ordered simultaneously to maximize the overall discount to the County and the individual department purchases.

8. **Certification of Cisco products** - The Contractor shall source Cisco products (?) directly from Cisco or through the US authorized distribution channels only. Products obtained outside these channels may require additional costs associated with product re-licensing and inspection fees before Cisco will enter into Warranty/Service support for the product in question. The US authorized distribution channels are with Comstor (US), Ingram Micro (US), Tech Data (US) and Cisco (US) direct. Further, the County must be the original licensee of all ordered Cisco Software.

In the event there are questions pertaining to the validity of the Cisco products, the County reserves the right to verify the Cisco product origin with Cisco Systems, Inc. In the event that the Cisco Products have been acquired from un-authorized channels, the County further reserves the right to return the products for a full refund that will include the product costs, sales taxes plus shipping and handling charges and return shipping and handling charges.

9. **Project Solution and/or Design** – The County agrees to work exclusively with Contractor for the technical design and/or purchase order solutions for orders. The County understands that the 45% discount for hardware/software is contingent upon utilizing Contractor's services, which will be provided to the County **AT NO CHARGE**. The technical design and/or purchase order solutions may be as simple as a phone conversation or an email to identify the correct switch/router/software licensing to meet the County's need; to request pricing for VoIP telephony products; to advise the County regarding Cisco equipment end-of-life/end-of-support dates; to provide Cisco software/subscription/support license model changes; and to request assistance with SmartNet contract consolidation and co-termination. For larger, more complex system designs, the Contractor will provide resources to develop a solution and provide the required parts list.
10. **Training Credits** – The Contractor shall provide Cisco Training Credits at discounted by 8% of the Manufacturer's Suggested Retail price. In addition, the County reserves the right to negotiate Training Credits offered directly with Cisco. The Contractor will be expected to extend all negotiated credits to the County.
11. **Trade-In Opportunities** – With regard to Cisco Trade-In offers or promotional opportunities, the County will work with the Contractor to secure the appropriate discount and the Contractor will be expected to extend any savings negotiated to the County.
12. **Non-Exclusive Disclaimer** – The Contractor agrees that this agreement will provide individual County departments the opportunity to purchase Cisco products at a substantial discount as provided above. However, this Agreement does not restrict the County to

purchase only Cisco technology products, nor does it restrict the County from purchasing Cisco products, maintenance, and accessories from sources other than the Contractor.

13. Other provisions –

- a. The Contractor shall certify that Contractor is a Cisco Registered **Premiere Partner** and has the certification/specialization level required by Cisco to support the technical design, product sale, and product pricing.
- b. The Contractor must be a US based business with authority to conduct business in the State of California.
- c. County staff will be responsible for the installation, maintenance, and replacement of the majority of Cisco hardware, software, licensing and associated equipment.
- d. Any need for Contractor technical assistance for installation shall be specifically requested by a department and cost estimates shall be provided at the Contractor's current rate for technical services.

B. COMPENSATION

The Contractor shall be compensated for services under this Agreement as follows:

Invoices with detailed line items will be submitted to the County department that ordered the Cisco products after the confirmed delivery and receipt of all equipment, software, and maintenance/support agreements. The requesting County department shall review and approve all invoices prior to payment.

C. TERM

Paragraph 3.1 of this Agreement is amended to read as follows:

3.1 The term of this Agreement shall be from the date of this Agreement, November 1, 2016, to October 31, 2021 unless sooner terminated as provided below.

D. ACCESS TO ON-SITE EQUIPMENT

Should the Contractor require access to on-site equipment for any reason, the Contractor shall abide by County's IT security standards when utilizing any remote access method. Should Contract require physical access to equipment located in County-owned facility, access shall be coordinated through County department's IT staff. A County IT Staff member must be present while Contractor is on-site. On-site access shall be provided as needed to complete the project.