



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

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FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES ADMINISTRATIVE SERVICES AGREEMENT

CB-278-19

This ADMINISTRATIVE SERVICES AGREEMENT (“Agreement”) is made this **22nd day of March 2019** (“Effective Date”), between the Foundation for California Community Colleges (“Foundation”) and **Utology Corporation** (“Supplier”).

RECITALS

WHEREAS, the Foundation for California Community Colleges (“Foundation”) is the official auxiliary organization for the California Community College (“CCC”) Board of Governors, Chancellor’s Office, and CCC system. It is a private, non-profit 501(c)(3) organization. The Foundation was formed and began operations in the spring of 1998-after the Board of Governors of the CCC had disassociated with the prior California Community Colleges Foundation in late 1997; and

WHEREAS, Los Angeles Community College District (“LACCD”) a California higher education system, has entered into a Master Agreement number 40414, dated April 5, 2018, attached hereto as Exhibit A (“Master Agreement”) by and between LACCD and Supplier, as may be amended from time to time in accordance with the terms thereof, for the purchase of Supplier’s catalog, as more fully described in the Master Agreement (“**Product**”); and

WHEREAS, set forth by Assembly Bill 653 (Levine), California community college districts (“Participating Agencies”) may purchase materials, equipment, supplies, or services under the same terms and conditions as are specified in a contract lawfully awarded by the University of California or the California State University (California Public Contract Code 20653.5 and Education Code 81646); and

WHEREAS, Supplier desires to make the Master Agreement available to any or all public agencies, public and private school districts, public and private colleges or universities, or the Foundation in California (collectively, “Participating Public or Private Agencies”) may purchase Products at prices stated in the terms of the Master Agreement; and

WHEREAS, the Foundation developed, supports, and operates collegebuys.org (“CollegeBuys”), a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for the Product; and

WHEREAS, CollegeBuys was established in 1999 and represents over 1800 colleges and universities nationwide and is the largest higher education purchasing consortium nationwide. CollegeBuys focuses

on facilities and construction related material and equipment; technology hardware, software and other technology; and higher education related products and services; and

WHEREAS, CollegeBuys seeks to improve the overall value and selection process of various facilities items, while leveraging the buying power of and providing a purchasing forum for educational institutions and public agencies. Some agreements will be based upon competitively bid vehicles through a lead agency, utilizing a thorough and business focused process which will raise the performance of the ultimate solution for these entities. Some Foundation agreements may not require a competitive solicitation through a lead agency.

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

1. TERMS AND CONDITIONS

1.1 Obligations of the Foundation.

- 1.1.1 Promotional Services. The Foundation shall utilize CollegeBuys in order to publicize and promote the availability of the Product under the Master Agreement (“Promotional Services”) with all California Community Colleges and in conjunction with AICCU.

1.2 Obligations of Supplier.

- 1.2.1 In consideration of the Foundation’s promotional services described in Paragraph 1.1.1 above, Supplier shall pay the Foundation the Administrative Fee pursuant to section 3 of this Agreement.
- 1.2.2 Supplier shall comply with the Supplier Commitments attached hereto and incorporated herein as Exhibit B.
- 1.2.3 Supplier shall comply with the Supplier Program Standards attached hereto and incorporated herein as Exhibit C.
- 1.2.4 Supplier’s failure to maintain the Commitments or comply with the Program Standards identified in Exhibits B and C, respectively, shall be a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, is cause for termination of this Agreement at the Foundation's sole discretion.
- 1.2.5 Upon request, Supplier shall make available to potential Participating Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary to evaluate potential purchases. Supplier authorizes the Foundation’s use of Supplier’s name, trademarks, and materials in promoting the use of the Master Agreement and purchasing program.

- 1.3 Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements

shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.

- 1.3.1 Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
- 1.3.2 Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- 1.3.3 Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.

2. SPECIFIC PROVISIONS

- 2.1 Term. This Agreement shall be coterminous with the Term agreed upon in Exhibit A, between LACCD and Supplier.
- 2.2 Right to Terminate. Foundation has the right to terminate this Agreement for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
- 2.3 Terms and Conditions in Master Agreement. The terms and conditions of the Master Agreement, attached as Exhibit A, shall apply and are incorporated by reference into this Agreement except as otherwise provided in this Agreement.
- 2.4 **Use of Logo.** The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.

3. QUARTERLY FEES & REPORTING

- 3.1 Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 2% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Public or Private Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit D. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting

format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.

- 3.2 Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Public and Private Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 16 above, are due within thirty (30) days of the end of each calendar quarter.
- 3.3 Material Breach. Failure to provide a quarterly report within fifteen (15) days and payment within thirty (30) days, as specified in Paragraph 3.2 shall be regarded as material breach under this Agreement, and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within sixty (60) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5 %) per month until paid.
- 3.4 Errors and Omissions on Quarterly Reporting and Overpayment of Administrative Fee to the Foundation. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omission(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever comes first) has lapsed, the Foundation reserves the right to retain the amount of the overpaid administrative fee. The Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 3.2 above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).
- 3.5 Right to Compare Records. The Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. The Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not resolve the said discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of the Supplier's quarterly reports. The Supplier shall be obligated to reimburse any and all of the Foundation's costs and expenses related to or connected with the review of records and reports; the audit; Foundation staff time; and expenses, counsel, and collection.

4. GENERAL PROVISIONS

- 4.1 Purchasing. With respect to any purchases by a Participating Agency pursuant to the Agreement, the Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of the Supplier or such Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agency or any employee thereof under the Agreement, or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable, or responsible for any failure by any Participating Agency to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. The Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agency or any employee thereof under this Agreement.

- 4.2 Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
- 4.3 Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
- 4.4 Assignment. Neither party may assign this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. The consent requirement shall not apply to an assignment to a successor corporation in the event of a merger or acquisition. Further, each party may assign this Agreement without consent to any of its affiliates. Subject to the foregoing, this Agreement will be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
- 4.5 Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative, or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative, or unenforceable to any extent whatsoever.
- 4.6 Notices. All reports, notices, and other written or electronic communications given under this Agreement shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. The Foundation may, by written or electronic notice delivered to the Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

4.6.1 Foundation

Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
Attn: **Jorge J.C. Sales**
Executive Director, Program Development
Email: jsales@foundationccc.org

4.6.2 Supplier

Utelogy Corporation
2900 Bristol St, Suite 200
Costa Mesa, CA 92626
Attn: William Tinnel
Chief Operation Officer
Phone: 203-912-7572
Email: william.tinnel@utelogy.com

- 4.6.3 Written notice shall be deemed to have been duly served if delivered at or sent by registered or certified mail to the address provided by Supplier in Paragraph 4.4.2 above.

- 4.7 Governing Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
- 4.8 General Indemnity. Each party to this Agreement (“Indemnitor”) shall defend, indemnify, and hold harmless the other and its agents, representatives, officers, consultants, employees (collectively “Indemnitees”) from any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to, attorney’s fees and costs including fees of consultants) of any kind, nature and description (collectively “Claims”) brought by an unaffiliated third party, that results in a judgment awarded by a court of competent jurisdiction, or as part of a final settlement, and that directly arises out of, is connected with, or results from, the gross negligence, or willful misconduct of the Indemnitor or its agents or employees in the performance of or failure to perform Indemnitor’s obligations under this Agreement and that results in death or personal physical injury, or damage to tangible personal property suffered or incurred by the Indemnified Party. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.
- 4.9 Limitation of Liability. In no event shall either parties’ aggregate liability arising out of or related to this Agreement, whether in contract, tort, or under any other theory of liability exceed the amounts paid by the Foundation for California Community Colleges under this Agreement.
- 4.10 Damages. Notwithstanding anything stated herein to the contrary, neither party shall not be liable for any special, consequential, indirect or incident damages, including but not limited to lost profits in connection with this Agreement.
- 4.11 Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the “Acting Party”) will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.
- 4.12 Precedence. This Agreement and any exhibits constitutes the entire, complete, final, and exclusive agreement between the parties with respect to the subject matter hereof and supersedes and replaces any and all prior and contemporaneous communications between Foundation and Supplier regarding such subject matter. Any terms and conditions which are additional to or different from the terms and conditions of this Agreement are hereby deemed rejected by Foundation and shall not be of any effect or in any way binding upon the Foundation. To the extent that the terms and conditions of this Agreement conflict with, or are in any way inconsistent with, the terms and conditions of any exhibit hereto, the terms and conditions of this Agreement will prevail. The exhibits will be given precedence as follows: (1) Foundation’s Administrative Services Agreement; (2), Master Agreement between Supplier and LACCD; (3) Exhibits of this Agreement beyond the aforementioned.

- 4.13 Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
- 4.14 Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.
- 4.15 Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.

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

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES



By Joseph Quintana
Title Chief Operating Officer
Date Mar 25, 2019

Julian Roberts

JulianRoberts(Mar25,2019)

By Julian Roberts
Title Chief Financial Officer
Date Mar 25, 2019

UTELOGY CORPORATION



By William Tinnel
Title Chief Operation Officer
Date APR 1, 2019

EXHIBIT A

MASTER AGREEMENT

MASTER AGREEMENT

Contract No.: 40414
Supplier: Utelogy Corporation
Contact: William Tinnel, Chief Operation Officer
Tel: 877-878-6439 Ext. 100
wiliam.tinnel@utelogy.com

Project Name: Management and Application Software
Project No.: 40J.5J55.05
Bid N0. FE-01-18-RFB



THIS MASTER AGREEMENT BETWEEN DISTRICT AND SUPPLIER FOR THE PURCHASE OF MANAGEMENT AND APPLICATION SOFTWARE ("Master Agreement") is entered into on this 5th Day of April 2018 by and between the LOS ANGELES COMMUNITY COLLEGE DISTRICT ("District"), a community college district organized under the laws of the State of California, located at 770 Wilshire Boulevard, 9th Floor, Los Angeles, CA 90017, and Utelogy Corporation ("Supplier"), located at 18818 #102 Teller Ave, Irvine, CA 92612.

ARTICLE 1 DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them below, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the Contract Documents where such terms are used.

1.1.1 "Affiliate" of a party means an entity controlling, controlled by, or under common control with, that party.

1.1.2 "Applicable Laws" means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at any time during performance of the Master Agreement or any Order.

1.1.3 "Application for Payment" means Supplier's certified application for payment in accordance with the Contract Documents.

1.1.4 "Bid Category" means a grouping of Goods of various Product types, for the purpose of facilitating bidding and Award to the successful Bidder of a Master Agreement for all of the Goods within that Bid Category.

1.1.5 "Board of Trustees" means the governing board of the Los Angeles Community College District.

1.1.6 "Business Partner" means select companies authorized by Supplier to promote, market, support, and deliver certain Products and Services.

1.1.7 "Certificate for Payment" means the statement by or on behalf of District confirming the undisputed amount of money due to Supplier upon an Application for Payment.

1.1.8 "Claim" means a written demand or assertion by Supplier or District seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop notice claims; (3) the right of District to specific performance or injunctive relief to compel performance; or (4) the right of District to suspend, revoke or limit the Supplier's pre-qualification status or rating or to debar Supplier from bidding or contracting with District.

1.1.9 "College" means a college, or satellite college, of District, acting by and through the College President or his/her designee.

1.1.10 "College Project Manager" means the District's Consultant primarily responsible for management, oversight and supervision of the implementation of the Bond Program as they relate to particular management of improvements being performed for a College.

1.1.11 "Completed Delivery" means the point at which the entirety of a Lot of Goods covered by an Order that has been issued, has been delivered, placed and set-up in conformance with the requirements of the Contract Documents.

1.1.12 "Contract Documents" means the following collection of documents governing Supplier's performance associated with an Order: (1) the Master Agreement between District and Supplier, Addenda issued prior to execution of the Master Agreement; (2) the Order; and (3) those documents, or those portions or provisions of documents that, although not listed among the documents described in Clauses (1) through (2) hereinabove, are expressly cross-referenced therein or attached thereto.

1.1.13 "Day", whether capitalized or not, and unless otherwise specifically provided, means calendar day, including weekends and Holidays.

1.1.14 "Defective Goods" means any portion of the Goods, or the services provided by Supplier in connection therewith, that is unsatisfactory, faulty, omitted, incomplete, deficient or does not conform to Applicable Laws, the Contract Documents or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.15 "Delay", whether capitalized or not, means any circumstances involving delay, disruption, hindrance or interference in the delivery of Goods.

1.1.16 "Deliverable" means the tangible work product resulting from the performance of Services excluding Products and Custom Products.

1.1.17 "Delivery Date" means the Day designated in an Order for Completed Delivery of all or a portion of the Goods to a Destination, as adjusted for changes in the Delivery Date communicated to Supplier in accordance with District's rights under the Contract Documents and for extensions of time authorized by the Contract Documents.

1.1.18 "Destination" means the destination at a College campus or an alternate destination designated in an Order for delivery of Goods.

1.1.19 "District" means the Los Angeles Community College District (LACCD), a community college district organized under the laws of the State of California, acting through its Chancellor, Executive Director or their designees designated by him/her to act on his/her behalf.

1.1.20 "Goods" means collectively generally the materials, items or equipment that are the subject of purchase under the Master Agreement, including any incidental services or other documentation required to be furnished by Supplier under the terms of the Contract Documents.

1.1.21 "Hardware" means computer and related devices and equipment, related documentation, accessories, parts, and upgrades.

1.1.22 "Hazardous Substance" means: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste", "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.23 "Loss or Losses" mean any and all economic and non-economic injuries, losses, costs, liabilities, claims, cost escalations, damages, actions, judgments, settlements, expenses, fines and penalties. "Losses" do not include attorney's fees or court costs, whether arising as an expense or cost of legal proceedings to which Supplier is a party or as a consequential damage claimed against Supplier by any third person or entity.

1.1.24 "Lot" means a quantity of Goods, of any amount and from one or any combination of Product types that is designated by District in an Order.

1.1.25 "Master Agreement" means the written Master Agreement between District and Supplier for Purchase of Goods contained in the Bidding Documents and executed between District and Supplier.

1.1.26 "Notice of Delivery" means a written notice required to be issued by Supplier notifying District placing an Order of the date of anticipated delivery of the Goods covered by such Order.

1.1.27 "Order" means a written request by District to Supplier for the purchase and delivery of Goods.

1.1.28 "Product" means Hardware and Software listed in Supplier standard price list at the time of Supplier acceptance of District order, and including products that are modified, altered, or customized to meet District requirements ("Custom Products").

1.1.29 "Professional Service" means consulting, integration, or technical services performed by Supplier under a Statement of Work or other Transaction Document.

1.1.30 "Purchase Price" means the total compensation payable to Supplier for the Goods, exclusive of Applicable Sales Taxes.

1.1.31 "Purchasing Agent" is a person authorized on behalf of the District to issue Orders for purchases of Goods under this Master Agreement. The Purchasing Agent's authority is limited to issuing Orders for purchases of Goods, including, without limitation, issuing Supplementary Ordering Instructions and such other authority as is expressly conferred upon a Purchasing Agent under the terms of the Contract Documents. A Purchasing Agent may be: an authorized procurement specialist; college president or designee; and, District contracts manager or designee.

1.1.32 "Receipt of Order" means either: (1) the date of actual receipt of any Order by Supplier if sent by facsimile, personal delivery or electronic transfer; or (2) in the case of an Order sent by mail, the third (3rd) Working Day after the Order is deposited for mailing in regular mail.

1.1.33 "Service" means Support and Professional Services.

1.1.34 "Set-up" is a term defined in the respective Request for Bid (RFB) for which this Master Agreement is applicable.

1.1.35 “Software License” Information (“SLI”) is license information that is specific to a Software Product. SLI may be found in a file in the Software Product’s directory or as information that accompanies the Software Product or in Supplier quotations. SLI is available upon request.

1.1.36 “Software” means machine-readable instructions and data (and copies thereof), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.

1.1.37 “Specification” means technical information about Products published in Supplier Product manuals, user documentation, and technical data sheets in effect on the date Supplier delivers Products to District.

1.1.38 “Statement of Work” means an executed document so titled, that describes the Services to be performed by Supplier under the Professional Services Terms or Support Terms sections.

1.1.39 “Sub-Supplier” means a person or entity that has a contract to perform some portion of the obligations of Supplier under the Contract Documents, including without limitation, suppliers, manufacturers and vendors, of any and every Tier. Sub-Supplier does not include suppliers of raw materials that are furnished to Supplier for processing or manufacture by Supplier or a Sub-Supplier.

1.1.40 “Supplier” means the person or entity under contract with District pursuant to the Master Agreement.

1.1.41 “Supplier’s Own Expense”, when used in the Contract Documents with regard to a stated circumstance, means that Supplier agrees to pay for any Loss associated with such circumstance without reimbursement by District and without extension of a Delivery Date. References to Supplier’s Own Expense in relation to a set of circumstances stated in one portion the Contract Documents shall not be interpreted as implying that such circumstances are the sole or exclusive circumstances under which Supplier is responsible to bear, at its own expense, risk or cost without compensation or reimbursement by District.

1.1.42 “Support” means Hardware maintenance and repair, Software maintenance, training, installation and configuration, and other standard support services provided by Supplier, and includes “Custom Support” which is any agreed non-standard Support as described in a Statement of Work.

1.1.43 “Transaction Document(s)” means an accepted District order (excluding pre-printed terms) and in relation to that order valid Supplier quotations, Supplier published technical data sheets or service descriptions, Supplier limited warranty statements delivered with or otherwise made available to District with Products, and mutually executed Statements of Work, all as provided by Supplier, or other mutually executed documents that reference this Agreement.

1.1.44 “Version” means a release of Software that contains new features, enhancements, and/or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by Supplier to its Districts (also called a “Release”).

1.1.45 “Working Day” means any Day other than Saturdays, Sundays and Holidays.

ARTICLE 2 GOODS

2.1 COMPLIANT GOODS. Supplier agrees to provide, on the terms set forth in the Contract Documents, the Goods described in Exhibit “C” attached hereto in strict accordance with the requirements of this Master Agreement and the other Contract Documents, including, without limitation, the Technical Specifications attached hereto as Exhibit “C”.

2.2 WARRANTY. Supplier warrants that all Goods, when delivered, will be new and or in good working order. The Supplier warrants all Goods delivered to be free from defects in materials and workmanship for minimum period of one (1) year from the date the Goods are put into service by the District. Any Goods found to be defective within the first ninety (90) days of service shall, at the District’s option, be returned for a full refund or exchange at

no cost to the District. Goods found to be defective after the first ninety (90) days of service may be either repaired or replaced at the District's option. The warranty must include all costs of repair, including transportation costs, during the warranty period.

2.3 WARRANTY STATEMENTS. Supplier limited warranty statements for Hardware, Software, Support, and Professional Services, as applicable, are contained in their respective sections of this Agreement. The limited warranties in this Agreement are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product attached as Exhibit "E", in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.

2.4 TRANSFER. Warranties are transferrable to another party for the remainder of the warranty period subject to Supplier license transfer policies and any assignment restrictions.

2.5 EXCLUSIONS. Supplier is not obligated to provide warranty services or Support for any claims resulting from:

- .1 improper site preparation, or site or environmental conditions beyond the Supplier's control that do not conform to Supplier's site specifications;
- .2 District's non-compliance with Specifications or Transaction Documents;
- .3 improper or inadequate maintenance or calibration not performed by Supplier;
- .4 District or third-party media, software, interfacing, supplies, or other products;
- .5 modifications not performed or authorized by Supplier;
- .6 virus, infection, worm or similar malicious code not introduced by Supplier; or
- .7 abuse, negligence, accident, fire or water damage, electrical disturbances, transportation by District, or other causes beyond Supplier's control.

2.6 DELIVERY DATE. Warranties begin on the date of delivery; or for Hardware on the date of inspection if installed by Supplier. If District schedules or delays such installation by Supplier more than thirty (30) days after delivery, District's warranty period will begin on the 31st day after delivery.

2.7 NON-SUPPLIER BRANDED PRODUCTS AND SERVICES

Warranty:

Where Supplier resells Hardware or Software it purchased from a third party, and such third party offers additional or more advantageous warranties than those set forth herein, Supplier will pass through any such warranties to the District and will reasonably cooperate in enforcing them. Such warranty pass-through will be supplemental to, and not relieve Supplier from, Supplier's warranty obligations set forth above.

Additional Warranties and Support Services:

Supplier provides third-party Products, Software, and Services that are not Supplier Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such Products, Software and Services may provide their own warranties.

License Grant:

Supplier grants District a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the Supplier Branded Software delivered from a Supplier accepted order. For purposes of this Agreement, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for District's internal business purposes. District's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations,

and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for Supplier Branded Software will not be materially more restrictive than the Use defined in this Section. For non-Supplier Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.

2.8 WARRANTY DISCLAIMER. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY SUPPLIER OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW, SUPPLIER DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INGRIMENT.

ARTICLE 3 TERM

The Term of this Master Agreement is three (3) base years and two (2) one-year options at the sole discretion of the District from the date of approval of this Master Agreement by the Board of Trustees of the Los Angeles Community College District or until the earlier of either of the following occurrences: (1) purchases are made under this Master Agreement equal to the Maximum Contract Value set forth in Section 4.3 below; or (2) termination of this Master Agreement by the District in accordance with the provisions of Article 11 of this Agreement

ARTICLE 4 COMPENSATION

4.1 PURCHASE PRICE

4.1.1 Purchase Price Amount. Supplier's compensation for performance in accordance with the Contract Documents is the Purchase Price, which is comprised of the discounted unit price for the Goods as set forth in the Supplier's Bid or Proposal attached hereto as Exhibit "C", plus Applicable Sales Taxes. The Product family discounts off list price represented in Exhibit "C" shall remain in effect during the contract term. Product prices for an order shall remain valid for one hundred eighty (180) days from original order date unless otherwise quoted by Supplier.

4.1.2 All-Inclusive Price. Without limitation to the foregoing, the Purchase Price includes compensation for all sales taxes, costs of standard shipment, delivery and Set-up, except as otherwise specified in the Order, of the Goods to the Destination at the college specified on the Order, and as such are deemed free of any additional "destination in" charges to District, and all similar charges (including, without limitation, charges for delivery, shipping, parcel post, packing, insurance, license fees and permits).

4.1.3 Exclusive Compensation. The Purchase Price constitutes the Supplier's sole, exclusive and full compensation for the performance by Supplier of its obligations under the Contract Documents and is deemed to cover all Losses to the Supplier arising out of or related to the performance of such obligations, the acts of the elements or any unforeseen difficulties or obstructions upon the Supplier's performance, all risks (including, without limitation, cost and market price escalation, from any cause whatsoever) connected with the manufacture, shipment, delivery and storage of the Goods and any and all expenses incurred due to Delay.

4.1.4 Applicable Sales Taxes. Applicable Sales Taxes shall be computed on the basis of the sales tax percentage imposed by Applicable Laws on the sale of Services, or Goods multiplied times the unit price. Unless otherwise required by Applicable Laws, Applicable Sales Taxes as a part of the Purchase Price for Services and Goods covered by an Order shall be computed as of the date of Supplier shipment of Order applicable to such Order.

4.2 (Reserved)

4.3 MAXIMUM CONTRACT VALUE

4.3.1 District shall not purchase nor be entitled to purchase from Supplier, and Supplier shall not provide or be required to sell, Goods in quantities that exceed the Maximum Contract Value as indicated of two million dollars (\$2,000,000) Dollars.

4.3.2 Supplier is obligated to furnish for the Purchase Price, if, as and when Order(s) is/are placed by District in accordance with this Master Agreement, Goods from each Bid Category in quantities up to but not exceeding the Maximum Contract Value stated above. Except as otherwise provided in Section 4.2, above, District makes no promise or representation that it will purchase Goods in any particular quantity under this Master Agreement, including, without limitation, quantities approximating or equaling the Maximum Contract Value set forth above. Goods purchased that are later returned or rejected or that constitute Defective Goods shall be included in the calculation of the dollar value of Goods purchased for purposes of determining whether the Maximum Contract Value has been reached.

4.4 ORDERING AND CANCELLATION

4.4.1 Content of Order. Supplier's obligations with respect to Goods covered by an Order shall commence upon Receipt of an Order setting forth the following: (1) a reference to this Master Agreement; (2) a description of the Goods ordered; (3) a statement of the quantity of the Goods ordered; (4) the Delivery Date; (5) the name and address of the Purchasing Agent placing the Order; and (6) the Destination.

4.4.2 Order Authorizations. The District's Purchasing Agent is the sole person or entity authorized on behalf of the District to issue Orders for purchases of Goods under this Master Agreement. All purchase orders must follow valid order acceptance guidelines. Unauthorized deliveries will be returned to Supplier at its own costs from any outstanding payment. The Purchasing Agent's authority is limited to issuing Orders for purchases of Goods, including, without limitation, issuing Supplementary Ordering Instructions and such other authority as is expressly conferred upon the Purchasing Agent under the terms of the Contract Documents. All other rights and obligations of the District relating to purchases of Goods, including, without limitation, payment of compensation to Supplier and ordering of Changes to Work, are rights and obligations that are to be exercised or performed by the District only and not by the Purchasing Agent. Orders for Goods under the Master Agreement shall only be permitted if made, and shall not be honored by Supplier unless requested, pursuant to an Order issued by the Purchasing Agent to the Supplier. Purchases by the District or Designated Districts and Agencies of Goods under this Master Agreement by any other means are prohibited.

4.4.3 Separate Destinations. A separate Order shall be issued for each Lot of Goods ordered by District for delivery to a different Destination.

4.4.4 Supplier Bids. With respect to any Order placed by District, the District will not be bound by any provisions contained in any of Supplier's Bids that contain terms or conditions that in any way differ from or are an addition to the terms and conditions of the Order and this Master Agreement unless incorporated into the Order by the District.

4.4.5 Cancellation without Charge. The District shall have the right to cancel an Order, without incurring any responsibility or liability to Supplier, in the following circumstances: (1) District shall have the right to cancel any Order, or portion of an Order, of Goods (excluding Custom Products), at no cost to the District and without any charge or cancellation fee of any kind, provided that the District gives written notice to the Supplier of such cancellation up to five (5) business days prior to the scheduled shipment date; and (2) District shall have the right, at no cost to the District and without any charge or cancellation fee of any kind, in the event of a termination of an Order due to Supplier default pursuant to sub-section 11.1.3.4, to cancel the Deliverables under the Order directly affected by such default as well as any other outstanding Order that involves the purchase of Goods that, because of their relationship to the Goods covered by the terminated Order, are rendered substantially less useful or valuable to the District as a result of such termination.

4.5 OTHER DESIGNATED DISTRICTS AND AGENCIES

4.5.1 Subject to validation and acceptance by Supplier, Districts or Agencies that qualify under Public Contract Code Section 20652 for purchases of Goods under this Master Agreement (“Designated Districts and Agencies”), shall have the same rights as the Los Angeles Community College District to request performance of Work during the Term of this Master Agreement, without the necessity of further competitive bidding or other competition; provided, however, that any such requests must be made through the Purchasing Agent, who is the sole person or entity authorized to issue Orders under the terms of this Master Agreement. The Supplier agrees to perform the Work and Changes to the Work as ordered and requested by the Designated Districts and Agencies on and under the same terms and conditions as are available to District under the Contract Documents; provided however, that: (1) each such Order and request shall be deemed financially separate; (2) the Designated District or Agency making such Order or request shall be solely and separately responsible to Supplier for its financial and other commitments under the Contract Documents; and (3) no fiduciary responsibility, contractual obligation nor performance liability shall exist between the District and any of the Designated Districts or Agencies or between or among any of the Designated Districts and Agencies. Orders by Designated Districts and Agencies shall be complied with by the Supplier in accordance with the Supplier’s obligations under this Master Agreement and the other Contract Documents. In addition, Supplier agrees to comply with such other customary contracting requirements of any Designated Districts and Agencies (including, without limitation, execution of any affidavits, certifications, bond requirements or other required documentation) that are consistent with the contracting rules, regulations or practices adopted and approved by the governing board or council for such Designated District or Agency.

4.5.2 No LACCD Liability to Other Districts or Agencies. Any Other District or Agency, in accepting the benefits conferred by the Master Agreement associated with its exercising rights for the purchase of Goods under the Master Agreement, shall be deemed to have agreed that no action on the part of LACCD in the exercise of its rights or remedies under Article 11 or under Applicable Laws, including, without limitation, the right to suspend or terminate the Master Agreement or any Order for cause or for convenience, whether such exercise is ultimately determined or adjudged to have been wrongful or within LACCD’s rights under the Contract Documents, shall give rise to or result in any liability or responsibility on the part of LACCD to any Other District or Agency for any Loss suffered by such Other District or Agency and any and all rights on the part of any Other District or Agency are conclusively, finally and unconditionally waived.

ARTICLE 5 TIME AND DELIVERY

5.1 DELIVERY DATE AND LOCATION

5.1.1 Delivery Schedule. Unless otherwise mutually agreed between the District and Supplier, the Delivery Date set forth in an Order will be in accordance with the estimated delivery period specified in Supplier’s quote for the Order with such period commencing upon the date of Suppliers acceptance and acknowledgement of Order. Supplier may deliver Software, Deliverables, Specifications, or Product documentation by enabling electronic transmission to, or electronic access or download by District. Downloadable Software is required, unless otherwise authorized by the District in writing.

5.1.2 Delivery Date Changes. A Delivery Date may be changed at any time by Supplementary Ordering Instructions and Supplier shall comply therewith.

5.1.3 No Early Delivery. No Goods shall be delivered prior to the Delivery Date applicable to such Goods and any Goods delivered early may be rejected by the District.

5.1.4 Delivery Location. Time and manner of delivery are essential factors in proper performance under this Agreement. Unless otherwise specified, and when applicable, the Supplier shall be responsible for delivery and shall pay all costs, including prepaid freight charge and allow for packing for delivery F.O.B.

Destination, to locations in the Los Angeles Community College District or other locations as specified in the respective Order.

5.2 DELAY IN DELIVERY

5.2.1 Timely Delivery. At all times, Supplier shall agree to perform and adhere to Delivery Dates identified in the Order. District shall have the option to refuse to accept and pay for a tender of Goods delivered after the Delivery Date.

5.2.2 District Options. The District and the Supplier acknowledge and agree that if the Supplier fails to achieve Completed Delivery of a Lot of Goods on the Delivery Date specified in the Order that the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain. In recognition thereof, it is agreed that if the Supplier fails to achieve Completed Delivery on the Delivery Date designated in an Order for Completed Delivery of a Lot of Goods, that the District shall have the right, exercised in its sole discretion, to accept tender by Supplier in accordance with sub-section 5.2.3, below, of Loaned Goods, in which case Supplier will not be assessed liquidated damages for any period of time that District is in possession of Loaned Goods tendered by Supplier in accordance with the requirements of sub-section 5.2.3, below. District shall have the right to exercise the foregoing rights with respect to all or any portion of the Goods or with respect to all or any portion of a period of time for which a delivery of Goods is delayed beyond the Delivery Date. Supplier shall exercise good faith efforts to supply loaned units to the District.

5.2.3 Loaned Goods. The District shall have the right, in the exercise of its sole discretion, to accept tender by Supplier of temporary replacement Loaned Goods for the whole or any portion of period of time for which the District will suffer substantial Losses which are both extremely difficult and impracticable to ascertain. Loaned Goods are provided, placed and removed at the Supplier's Own Expense. Tender of Loaned Goods by the Supplier means delivery, at the Destination designated by the District in its Order, of Loaned Goods that are equivalent in all material respects to the Goods identified in the applicable Order and that are wholly suitable for use by the District as a replacement for the Goods. Supplier is solely responsible for the delivery, placement and removal of Loaned Goods and for any repairs to Existing Improvements caused by the move in, placement or removal of the Loaned Goods. Supplier remains solely responsible for any Loss caused to Loaned Goods while they are in use by the District, other than a Loss that Supplier demonstrates was caused by abuse or neglect on the part of the District, District Consultants or Separate Suppliers. Supplier shall exercise good faith efforts to supply loaned units to the District.

5.2.4 Other Remedies. District shall have the right to refuse to accept and pay for a tender of Goods delivered after the Delivery Date and to refuse tender of Loaned Goods. The District's exercise of its rights to refuse to accept and pay for any Goods shall not limit any right or remedy of the District in the event of any other default by the Supplier (including, without limitation, failure to provide timely Notice of Shipment or Notice of Delivery) other than a failure to meet a Delivery Date. Supplier shall exercise good faith efforts to supply loaned units to the District.

ARTICLE 6 PAYMENT

6.1 APPLICATIONS FOR PAYMENT

6.1.1 General. Applications for Payment for Goods or Services covered by an Order shall be submitted by Supplier to the College Project Manager, following Completed Delivery. Separate Applications for Payment shall be submitted for each Order. Unless otherwise authorized by the District in writing, Applications for Payment shall be permitted only upon Completed Delivery of the entire Lot, and not for portions of a Lot, designated in an Order. Based upon Applications for Payment and other supporting documentation submitted by the Supplier in accordance with the Contract Documents, the District shall make payments of undisputed sums to the Supplier as provided in Sections 6.2 and 6.3, below, and elsewhere in the Contract Documents.

6.1.2 Content of Application. Each Application for Payment shall specify with respect to the Goods covered by such Application the following:

- .1 A description of the Goods and Services covered by the Order;
- .2 The dates of (1) Completed Delivery;
- .3 The (1) quantity of such Goods included in the current Application for Payment;
- .4 The Purchase Price for such Goods permitted by this Master Agreement;
- .5 Time sheets, daily sign-in sheets and other supporting documents, when requested, for Services performed under the current Application for Payment; and,
- .6 Applicable Sales Taxes paid or payable by Supplier on account of the transaction covered by the Order.

6.1.3 Submission of Applications. Applications for Payment shall be properly prepared and submitted by Supplier to the College Project Manager, on or before the fifth (5th) Day of the month following the month in which the Notice of Completed Delivery is issued for the Goods covered by the Order.

6.2 PAYMENT AMOUNT

6.2.1 Payment Amount. Subject to the provisions of the Contract Documents, the amount of each payment to Supplier for Goods covered by an Order shall be computed as follows:

- .1 Take the sum properly allocable to the Purchase Price for the Goods as determined in accordance with sub-section 6.1.2.4, above;
- .2 Subtract amounts, if any, previously paid for the Goods covered by the Order; and
- .3 Subtract amounts, if any, for which the Certification of Payment has been withheld or nullified a Certification for Payment as provided in other provisions of the Contract Documents.

6.3 TIME FOR PAYMENT

6.3.1 Payment. Payment on behalf of District of sums to the Supplier that are undisputed by the District placing the Order shall be made not later than thirty (30) Days after receipt of invoice by District. In the event of subsequent rejection, previous payments will be adjusted by Supplier.

6.3.2 Not a Condition of Performance. Payment is not a condition precedent to the Supplier's obligation to deliver and otherwise perform its obligations under the Contract Documents.

6.3.3 No Late Payment Fees. Late payments by District shall not be subject to any late charges, penalties or interest charges.

6.3.4 Acceptance and Payment. No payment shall be made for any Products and Services until District acceptance that the Product or Service meets the Specifications. Notwithstanding, the District will make every effort to notify Supplier within thirty (30) calendar days following delivery of non-acceptance of a Product or Service. In the event that Supplier has not been notified within thirty (30) calendar days from delivery of Product or completion of Service, the Products and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services, except for Software which is not pre-loaded on equipment and which is deemed accepted upon delivery. Notwithstanding, the above rejection of the Products or Services may be made up to forty-five (45) days after delivery. Payment shall not constitute acceptance of Goods that is not in accordance with the Contract Documents.

6.4 REJECTION OF APPLICATION FOR PAYMENT

Any Application for Payment determined to be disputed, improper or unsuitable for payment shall be returned to the Supplier as soon as reasonably practicable, accompanied by a written statement of the reasons why the Application for Payment was rejected. Failure to either timely reject an Application for Payment or specify any grounds for rejection shall not constitute a waiver of any rights by the District. Application for Payments that are rejected shall be corrected and resubmitted within seven (7) Days after receipt by the Supplier of the statement of reasons for the rejection.

6.5 (Reserved)

6.6 REPORTS AND REVIEWS

6.6.1 Quarterly Sales Reports. The Supplier shall provide to the Program Office quarterly statements, which shall include: an aggregate sales report of (1) the total quantities and dollar sales of Goods covered by all Applications for Payments submitted under the Master Agreement; (2) the quantities and dollar sales of Goods in Clause (1) further segregated by Product Type; (3) the quantities and dollar sales of Goods in Clause (2) further segregated by Destination; (4) the total quantity of Goods remaining to be purchased in order for LACCD to meet its obligation with respect to the Guaranteed Minimum Quantity of Goods that are required to be purchased; and (5) the difference between the total of the Purchase Price(s) of all Goods purchased and the Maximum Purchase Amount.

6.6.2 Quarterly Performance Reports. The Supplier will submit quarterly performance reports, which shall include:

- .1 a District satisfaction survey, in such form as directed by District
- .2 a list of Delivery Dates and actual dates of Completed Delivery and final completion, segregated by Order, Product Type and Destination
- .3 a summary of warranty claims received and Supplier's response, segregated by Destination; and
- .4 a summary of any outstanding and unresolved Claims.
- .5 a quarterly summary of purchase from other Designated Agencies

6.6.3 Quarterly Performance Reviews. Supplier shall participate in quarterly business meetings to review Supplier's performance and to establish a best practices approach to District satisfaction that satisfies the requirements of the Contract Documents and the needs of the District and its users. Supplier shall designate at least two (2) representatives of its executive and managerial staff to participate in such meetings. Such meetings shall be held at the Los Angeles Community College District, 770 Wilshire Boulevard, 3rd Floor, Los Angeles, CA 90017, or such other location within Los Angeles County as may be designated by LACCD.

ARTICLE 7 INTELLECTUAL PROPERTY RIGHTS

No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under this Agreement. District will not register or use any mark or internet domain name that contains Supplier's trademarks.

ARTICLE 8 GENERAL INDEMNIFICATION

8.1 GENERAL INDEMNITY. To the fullest extent permitted by law, Supplier agrees upon written demand by District to indemnify, defend and hold harmless, District, Board of Trustees, District's Colleges, and each of their members, officers, employees, agents, and insurers ("Indemnitee(s)"), through legal counsel reasonably acceptable to District, from any and all Losses, regardless of whether caused in part by the acts or omissions of such Indemnitee, arising out of or relating to any of the following: (1) any act or omission of Supplier or any Sub-Supplier, of any Tier; (2) the activities of Supplier or any Sub-Supplier, of any Tier, related to performance of the obligations under the Contract Documents or related to the preparation for performance of under the Contract Documents; (3) the payment or nonpayment of any Sub-Supplier, of any Tier, for the Goods; or (4) the infringement or violation by Supplier or a Sub-Supplier of any Tier, of any patent, copyright, trademark or trade secret as provided in Article 7, above; provided, however, that nothing contained herein shall be construed as obligating Supplier to indemnify an Indemnitee for Losses resulting from that Indemnitee's sole negligence, that Indemnitee's active negligence or that Indemnitee's willful misconduct, where such sole negligence, active negligence or willful misconduct has been determined by agreement of Supplier and that Indemnitee or has been adjudged by the findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence or willful misconduct accounts for only a percentage of the Loss involved, the obligation of Supplier will be for that portion of the Loss not due to that Indemnitee's active negligence or willful misconduct.

8.2 INSURANCE, EMPLOYMENT BENEFITS. The indemnification, defense and hold harmless obligations of Supplier under this Article, as well as any such obligations stated elsewhere in the Contract Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which Supplier or any Sub-Supplier is required to carry under the terms of the Contract Documents or that is provided by District; (2) are independent of and in addition to the Indemnitees' rights under the insurance to be provided by Supplier or any Sub-Supplier; and (3) shall not be limited, in the event of a claim against an Indemnitee by an employee of Supplier, a Sub-Supplier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable by or for Supplier or Sub-Supplier under any worker's compensation act, disability benefit act or other employee benefit program.

8.3 IMPLIED INDEMNITY RIGHTS. Notwithstanding anything stated in this Article or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Supplier is in no way diminished or precluded by any agreement by Supplier to provide express contractual indemnity to such Indemnitee. Supplier's obligations under this Article shall be deemed to completely eliminate and preclude any right by Supplier to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by Supplier's express indemnification obligations under this Article.

8.4 OBLIGATION TO DEFEND

Indemnification: Supplier agrees to indemnify, defend and save harmless the District, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of Supplier or any of its agents, subcontractors, employees, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement. Such defense and payment will be conditional upon the following:

.1 The District will notify Supplier of any such claim in writing and tender the defense thereof within a reasonable time; and

.2 Supplier will have reasonable control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future District operations or liability, or when involvement of the District is otherwise mandated by law, the District may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) the District will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be

withheld or delayed; and (iii) the District will reasonably cooperate in the defense and in any related settlement negotiations.

8.5 SUB-SUPPLIER INDEMNITY AGREEMENTS. Supplier agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Article from each and every Sub-Supplier, of every Tier. In the event Supplier fails to do so, Supplier agrees to be fully responsible to provide such defense and indemnification according to the terms of this Article.

ARTICLE 9 INSURANCE

9.1 GENERAL PROVISIONS. Supplier shall maintain, and shall require the Sub-Suppliers delivering Goods to a Site to maintain, the insurance coverages specified below:

.1 Standard Commercial Automobile Liability Insurance covering all owned, non-owned and hired automobiles, trucks, and trailers with a combined single limit of \$1,000,000.

.2 Statutory Workers' Compensation and Employer's Liability insurance with statutory limits as required by law, including Maritime coverage, if appropriate, and Employer's Liability limits of \$1,000,000 each accident/\$1,000,000 each employee/\$1,000,000 policy limit.

.3 Commercial General Liability Insurance in a form providing coverage not less than the standard ISO Commercial General Liability insurance policy CG 0001 ("Occurrence Form"), with the following limits (including excess or umbrella liability insurance if required to achieve limits) of \$1,000,000 per occurrence and aggregate.

.4 Other Insurance as may be required by District to protect Supplier, the Sub-Suppliers and/or District, Colleges and other Indemnitees from hazards related to the delivery or storage of the Goods or Supplier's performance under the Contract Documents.

9.2 ADDITIONAL REQUIREMENTS FOR SUPPLIER-PROVIDED COVERAGE. The following requirements and provisions shall apply to insurance provided by Supplier and/or its Sub-Suppliers pursuant to Section 9.1, above:

.1 Such insurance may be provided through a combination of primary and excess policies, including the umbrella form of policy. All required insurance shall be maintained without interruption from the date of execution of the Master Agreement until the expiration of the Term unless otherwise specified elsewhere in the Contract Documents.

.2 Each such policy, except the workers' compensation policy, shall include or shall be endorsed to include the Indemnitees, and each of their respective officers, agents, shareholders and employees as additional insureds.

.3 Each policy shall state, or be endorsed to state, that the coverage provided to the additional insureds is primary and non-contributing with respect to any other insurance available to the additional insureds.

.4 Insurance required by Section 9.1, above, shall be written by a company or companies lawfully authorized to do business in the State of California and having, with the exception of any wholly owned captive, a current A.M. Best's rating of no less than B + unless otherwise approved in writing by District. Notwithstanding the foregoing, workers' compensation insurance may be provided by the State Compensation Insurance Fund.

.5 The insurance required by Section 9.1, above, shall be written on forms acceptable to District.

.6 Supplier shall provide to District prior to execution of the Master Agreement by Supplier, and at any time thereafter within three (3) Days of a request by District, and upon any renewal, change or replacement of coverage, the following: certificates of insurance and any additional insured endorsements evidencing coverage required to be provided by Supplier or its Sub-Suppliers. Upon request, certified copies of such policies and endorsements shall be provided to District.

.7 All insurance coverage required of or provided by Supplier or its Sub-Suppliers are intended to apply to the full extent of the policies. Nothing contained in this Article 9 or elsewhere in the Contract Documents relating to District or its operations is intended to limit the application of such insurance coverage.

.8 Supplier acknowledges and agrees that any actual or alleged failure on the part of District to inform Supplier of non-compliance with any insurance requirement in no way imposes any additional obligations on District nor does it waive any rights hereunder in this or any other regard.

.9 Any type of insurance or any increase of limits of liability not described in this Article 9, which Supplier requires for its own protection or on account of any statute, shall be Supplier's responsibility and at Supplier's Own Expense.

.10 During the period following issuance of the Notice of Completed Delivery and prior to expiration of all warranty periods under the Contract Documents, Supplier shall maintain in full force and effect all insurance as specified in Section 9.1, above.

.11 District shall have no responsibility for arranging coverage or for payment of premiums for any insurance coverage required of any Supplier or Sub-Supplier under Section 9.1, above.

9.3 MISCELLANEOUS PROVISIONS

9.3.1 Withholding of Payments. In addition to any other rights of withholding that District may have under the Contract Documents, District has the right to withhold any payments otherwise due to Supplier in the event of a failure by Supplier or any Sub-Supplier to comply with the requirements of this Article 9. Such withholding by District shall not be deemed to be a default under the Master Agreement or under the terms of any Order.

9.3.2 Notice. All policies of insurance that Supplier or the Sub-Suppliers are required to secure and maintain shall be endorsed to provide that their insurance company shall notify District and the named insured at least ten (10) Days in advance of any cancellation due to nonpayment of premium and thirty (30) Days in advance of any modification or cancellation for any reason other than nonpayment of premium.

9.3.3 Remedies. Without limitation upon any of District's other rights or remedies, any failure by Supplier or any Sub-Supplier to comply with any provision of this Article 9 shall be deemed a material breach of the Master Agreement, thereby entitling District, at its option and without limitation to District's other rights or remedies under the Contract Documents or Applicable Laws, upon notice to Supplier and in accordance with Article 11, below, to: (1) suspend performance by Supplier, without any additional compensation or extension of the Delivery Date, until there is full compliance, or (2) terminate the Master Agreement or any Order for cause.

9.3.4 Claims Cooperation. Supplier and the Sub-Suppliers shall assist and cooperate in every manner possible in connection with the adjustment of all claims arising out of their operations conducted in connection with the furnishing of the Goods and shall cooperate with District in respect to the adjustment, settlement, mediation, arbitration or litigation of all said claims, including, without limitation, providing, appearances in mediation, arbitration or court proceedings and/or participating in settlement meetings, as may be required.

9.3.5 Waiver of Rights of Recovery and Subrogation. Supplier hereby waives all rights of recovery for any Loss with respect to which insurance, other than workers' compensation insurance, is required to be provided by Supplier (including, without limitation, any Loss that is not covered because of deductible

clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason) against the Indemnitees and any other supplier, contractor or consultant performing work or rendering services that relate to, affect or are affected by Supplier's obligations under the Contract Documents including without limitation, the officers, directors, agents, shareholders and employees of each of them. Supplier shall require that its Sub-Suppliers of every Tier require that all insurance policies provided, with the exception of workers' compensation, that relate to Supplier's obligations under the Contract Documents include clauses providing that each insurer waives all of its rights of recovery against the same parties referenced immediately above in this sub-section 9.3.4. Additionally, Supplier shall cause its insurers on all policies required to be obtained by Supplier, including, without limitation, workers' compensation insurance, to provide for a waiver of the insurer's rights of subrogation that is coextensive with the waiver of right of recovery by Supplier set forth in this sub-section 9.3.4 or that consent to Supplier's waiving its rights of recovery as set forth herein. The waivers of right of recovery and right of subrogation provided for in this sub-section 9.3.4 shall be deemed effective as to any individual or entity even if such individual or entity: (1) would otherwise have a duty of indemnification, contractual or otherwise; (2) did not pay the insurance premium directly or indirectly; or (3) has or does not have an insurable interest in the property damaged.

9.4 DISTRICT'S LIABILITY INSURANCE

District shall be responsible for purchasing and maintaining District's usual liability insurance. Optionally, District may purchase and maintain other insurance for self-protection against claims which may arise from operations under the Contract Documents. Supplier shall not be responsible for purchasing and maintaining District's liability insurance unless specifically required by the Contract Documents.

ARTICLE 10 INTELLECTUAL PROPERTY INFRINGEMENT

10.1 THIRD-PARTY CLAIMS. Supplier will indemnify District and defend or settle any claim against District alleging that Supplier Branded Products or Support (excluding Custom Products and Custom Support) provided under this Agreement infringes intellectual property rights in the country where they were sold, if District:

- .1 promptly notifies Supplier of the claim in writing;
- .2 cooperates with Supplier in the defense of the claim; and
- .3 grants Supplier reasonable control of the defense or settlement of the claim.
- .4 Supplier will pay infringement claim defense costs, Supplier-negotiated settlement amounts, and court-awarded damages.

10.2 REMEDIES. If such a claim appears likely, then Supplier may modify the Supplier Branded Products or Support, procure any necessary license, or replace the affected item with one that is at least functionally equivalent. If Supplier determines that none of these alternatives is reasonably available, then Supplier will issue District a refund equal to:

- .1 the purchase price paid for the affected item if within one year of delivery, or the District's net book value thereafter, or
- .2 if the claim relates to infringing Support, the lesser of twelve (12) months charges for the claimed infringing Support or the amount paid by District for that Support.

10.3 EXCLUSIONS. Supplier has no obligation for any claim of infringement arising from:

- .1 Supplier's compliance with District or third party designs, specifications, instructions, or technical information;

- .2 Modifications made by District or a third party;
- .3 District's non-compliance with the Specifications or the Transaction Documents;
- .4 District's use with products, software, or services that are not Supplier Branded; or
- .5 Any open source or freeware software.

10.4 SOLE AND EXCLUSIVE. This Article 10 states Supplier's entire liability for claims of intellectual property infringement.

ARTICLE 11 REMEDIES FOR DEFAULT, TERMINATION, SUSPENSION

11.1 REMEDIES FOR SUPPLIER DEFAULT

11.1.1 Notice of Default. District shall have the right to exercise any or all of the remedies set forth in this Section 11.1 in the event of any of the following: (1) Supplier is adjudged bankrupt; (2) Supplier makes a general assignment for the benefit of its creditors; (3) a receiver is appointed on account of Supplier's insolvency; or (4) Supplier fails or refuses to perform any obligation set forth in the Master Agreement, an Order or the other Contract Documents and fails to cure such default in the manner required hereafter.

.1 By Other Districts and Agencies. Any Other District or Agency on whose behalf an Order has been issued shall have the right to exercise any or all of the remedies set forth in this Section 11.1 on the same terms and grounds as set forth in Clauses (1) through (4) of sub-section 11.1.1, above; provided, however, that such rights and remedies shall, notwithstanding anything stated in this Article 11 or elsewhere in the Contract Documents to the contrary, be limited to Orders placed by such Other District or Agency and shall not include the right to cancel, suspend, or terminate the Master Agreement or to cancel, suspend, terminate or delete any Work relating to any Order placed by a different Other District or Agency or LACCD.

11.1.2 Opportunity to Cure. The District's right to terminate this Contract may be exercised if the failure constitutes a material breach of this Contract and if the Supplier does not cure such failure within the time frame stated in the District's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a shorter period.

11.1.3 District's Rights and Remedies. In the event that Supplier fails to cure any of the defaults enumerated in sub-section 11.1.1, above, within the applicable time periods set forth in sub-section 11.1.2, above, then, while reserving all rights for Losses caused by such default, the following remedies, may be pursued:

.1 Perform and Withhold. The District may engage others to furnish any portion of the Goods that have not been furnished to the extent that the breach is uncured by Supplier and is the cause of the necessity for District to reprocur. The District shall mitigate the direct damages attributed to Supplier by using reasonable efforts to reprocur similarly scoped Products or Services.

.2 Suspension of Master Agreement. District may suspend performance under the Master Agreement or any portion thereof.

.3 Suspension of Order. Whether or not there is a termination of the Master Agreement or any Order, District may suspend all or any portion of Supplier's performance under an Order, for as long a period of time as appropriate, without thereby assuming any obligation to pay to Supplier any additional compensation or extend the Delivery Date of any Order affected thereby.

.4 Cancellation of Orders. Whether or not there is a termination of the Master Agreement, and without thereby incurring any liability or responsibility to Supplier and without releasing

Supplier from its obligation to complete performance of any other Order that is not terminated, District may terminate for cause all or a part of the outstanding items on the Order directly affected by such default, as well as any other outstanding Order that involves the purchase of Goods that, because of their relationship to the Goods covered by the terminated Order, are rendered substantially less useful or valuable to District as a result of such termination.

.5 Terminate Further Ordering. Whether or not there is a termination of the Master Agreement or any Order, District may order that Supplier accept no further Orders from District.

.6 Terminate Master Agreement. District may terminate for cause the Master Agreement or any portion thereof.

.7 Rights Cumulative. All of District's foregoing rights and remedies under the Contract Documents are cumulative, and shall be in addition to any other rights and remedies available under the Contract Documents or Applicable Laws.

.8 Materiality of Default. Designation in the Contract Documents of a certain breach or default as "material" or as affording the District the right to terminate shall not be construed as implying that other breaches or defaults not so designated are not material nor shall such designations be construed as limiting District's rights or remedies for default (including, without limitation, termination) to only material breaches.

.9 Recovery of Losses. No termination or other action taken by District, either before or after a termination of an Order or the Master Agreement, in response to a default by Supplier shall prejudice or limit District's right to proceed against Supplier to recover all Losses suffered by District as a result of such default by Supplier.

11.1.4 Payment to Supplier. In the event of a termination of the Master Agreement or of an Order due to Supplier default, Supplier shall be entitled to receive such portion of the compensation as calculated in accordance with sub-section 11.3.3, below, that remains, if any, after deduction for any Losses paid, incurred or threatened and reasonably likely to occur as a result of Supplier's default. In the case of a termination of the Master Agreement by District, upon such termination all further payments by District shall cease and may be withheld and no further amount shall be payable to Supplier until all Claims relating to the Master Agreement and all Orders placed by District have been resolved or finally adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents. In the case of a termination of an Order, upon such termination all further payments by District shall cease and may be withheld and no further amount shall be payable to Supplier until all Claims relating to said Order have been resolved or finally adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents.

11.1.5 Damages to District. If District's direct damages paid, incurred or threatened and reasonably likely to occur as a result of Supplier's uncured default exceed the amount withheld, Supplier shall be liable to District for the difference and shall promptly remit same to District upon demand by District. The District shall make reasonable efforts to mitigate the damages to re-procure similarly scoped Products or Services.

11.1.6 Supplier Obligations. Upon receipt by Supplier of a notice of termination for default, in whole or in part, of the Master Agreement or an Order, Supplier shall, unless the notice states otherwise, perform each of the following obligations:

- .1** immediately discontinue performance to the extent specified in the notice of termination and continue all other performance;
- .2** take all actions necessary, or that District may direct, for the protection and preservation of the Goods covered by Orders that have not been cancelled and that are in production or transit;
- .3** not terminate any insurance required by the Contract Documents; and

.4 deliver to District all Contract Documents that relate to Orders that are being terminated and that have been accumulated by Supplier in performing its obligations under the Contract Documents, excepting therefrom only those documents as may pertain to an Order that has not been terminated.

11.1.7 Cross-Default, Set Off. Supplier agrees that: (1) a default by Supplier of its obligations to District under an Order that is not cured by Supplier in the manner provided for by sub-section 11.1.2 above, shall constitute a breach of the Master Agreement; (2) a material default by Supplier of any other agreement or contract between Supplier and District shall constitute a default by Supplier of its obligations under the Master Agreement thereby entitling District to exercise, without prior adjudication of District's rights and without limitation to District's other rights or remedies, the right of set-off against amounts owing by District and Supplier under any Order placed by District; and (3) a material default by Supplier of its obligations to District under the Master Agreement or in connection with any Order shall constitute a breach of each and every other agreement or contract that Supplier may then have with District thereby entitling District to exercise, without prior adjudication of its rights and without limitation to District's other rights or remedies, the right of set-off against amounts owing by District to Supplier under such other agreement or contract.

11.2 SUSPENSION BY DISTRICT FOR CONVENIENCE

District may, at any time and from time to time, without cause, order Supplier, in writing, to suspend, delay or interrupt performance by Supplier, in whole or in part, of any Order. If a suspension order issued by District pursuant to this Section 11.2 is cancelled in writing or expires pursuant to its terms, Supplier shall resume and continue with performance. A suspension order issued by District pursuant to this Section 11.2 shall not be required in order to stop the performance by Supplier where permitted or required under any other provision of the Contract Documents. Under no circumstances shall the issuance of such a suspension order give rise to any right of Supplier to additional compensation or adjustment to the Purchase Price.

11.3 TERMINATION OF MASTER AGREEMENT FOR CONVENIENCE

11.3.1 Termination for Convenience. Without limitation upon any of District's other rights or remedies under the Contract Documents or Applicable Laws (including, without limitation the right of cancellation of an Order) and without limiting the right of District to cancel an Order, District, for convenience, shall have the option, at its sole discretion and without cause, to terminate the Master Agreement, in whole or in part, by giving fourteen (14) Days' prior written notice to Supplier.

11.3.2 Supplier Obligations. Upon receipt of notice of termination for convenience by District of the Master Agreement pursuant to sub-section 11.3.1, above, Supplier shall, unless such notice directs otherwise, do the following:

- .1 immediately discontinue performance to the extent specified in the notice of termination;
- .2 take actions necessary, or that District may direct, for the protection and preservation of the Goods delivered or in transit;
- .3 accept no further Orders for Goods, except as otherwise directed by District;
- .4 not terminate any insurance required by the Contract Documents;
- .5 thereafter continue such performance that is necessary to preserve and protect the Goods already delivered or in the process of production pursuant to an outstanding Order issued by District; and
- .6 deliver to District all Contract Documents that relate to Orders that are being terminated and that have been accumulated by Supplier in performing its obligations under the Contract Documents, excepting therefrom only those documents as may pertain to an Order that has not been terminated.

11.3.3 Supplier Compensation. Following such termination of this Master Agreement without cause and within thirty (30) Days after receipt of a complete and timely billing from Supplier seeking payment of sums authorized by this sub-section 11.3.3, Supplier shall be entitled to receive as compensation for an Order that is terminated for the convenience of District the following compensation:

- .1 the Purchase Price for the Order, or portion of an Order, which has not been cancelled;
- .2 less, sums withheld by District pursuant to Section 6.2, above, or other provisions of the Contract Documents; and
- .3 less, sums previously paid to Supplier by District.

11.3.4 Exclusive Compensation. In the event of a termination by District of the Master Agreement or any Order for convenience, Supplier agrees, unless otherwise specified in the Statement of Work, to accept such sums as allowed under sub-section 11.3.3, above, as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, without limitation, any right or claim for loss of prospective profits or unabsorbed overhead associated resulting from District's failing to purchase Goods under the Master Agreement.

11.3.5 Sub-Suppliers. Supplier shall include provisions in all of its subcontracts, purchase orders and other contracts with its first-tier Sub-Suppliers permitting termination for convenience by Supplier on terms that are consistent with, and that afford no greater rights of recovery against Supplier for termination than are afforded to Supplier under this Section 11.3.

11.4 TERMINATION BY SUPPLIER

11.4.1 Supplier's Remedies

.1 **Termination of Master Agreement.** Supplier shall have the right to terminate the Master Agreement, including without limitation, on account of any material default by District that District does not cure within the cure period specified in the notice of default by Supplier.

.2 **Termination of Orders.** Provided that Supplier has first given written notice in accordance with sub-section 11.4.2, below, Supplier may terminate an Order, for cause, if a failure by District to comply with its material obligations under the Order is not cured by the District. District shall compensate Supplier for Products and Services prepared for delivery or delivered up to the date of termination. District shall have 30 calendar days to cure or provide an acceptable plan to cure default after receipt of written notice from Supplier of the default.

11.4.2 Notice of Intention to Terminate. Upon the occurrence of grounds to terminate an Order in accordance with 11.4.1.1 above, Supplier may upon seven (7) Days written notice to District terminate the Order. Following such termination, Supplier may recover from District such sums as permitted under Section 11.3, above; provided, however, that such compensation shall be limited to the compensation due for the Goods for which Completed Delivery has been achieved under the terms of such terminated Order.

11.4.3 Continuous Performance. Provided that Supplier is paid sums due upon an Order that are undisputed by District, Supplier shall not: (1) stop, delay or interrupt continuous performance of its obligations by reason of any dispute or disagreement with District unless said dispute or disagreement inhibits Supplier's ability to perform, including, without limitation, any disputes or disagreements over payments of money that are disputed in good faith by District; nor (2) stop, delay or interrupt performance under any Order placed by District.

11.4.4 Exclusive Right of Termination. Supplier's right to terminate is limited to the grounds set forth in this Section 11.4.

11.5 CONTINUING OBLIGATIONS

All obligations of Supplier under the Contract Documents that would survive completion of performance by Supplier under the Contract Documents, including, but not limited to, all warranties, guarantees and indemnities, will apply to the portions of the Goods that are delivered, stored or in transit at the time of a termination by District or Supplier and that District takes possession of upon or after such termination.

ARTICLE 12 GENERAL

12.1 Internal Use. Products and Services acquired by District under this Agreement are solely for District's own internal use and not for resale or sub-licensing.

12.2 Assignment. Supplier shall not transfer, convey or assign any right or obligation under or interest in the Contract Documents or any Order and any attempt to do so will be deemed void from its inception. Assignments of Supplier's Software licenses are subject to compliance with Supplier's Software license transfer policies.

12.3 Export and Import. District who exports, re-exports, imports, or otherwise transfers Products, technology, or technical data purchased hereunder, assumes responsibility for complying with applicable laws and regulations and for obtaining required export and import authorizations. Supplier may suspend performance under this Agreement if: 1) the District is in violation of any applicable laws or regulations, and 2) to the extent necessary to assure compliance under the U.S. or other applicable export or similar regulations.

12.4 Governing Law. District and Supplier agree that the United Nations Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Claims arising or raised in the United States will be governed by the laws of the State of California, excluding rules as to choice and conflict of law. Any legal claim, action or proceeding shall be brought in a competent court of jurisdiction, County of Los Angeles, State of California.

12.5 Attorney's Fees and Costs. If either party shall bring any action or proceeding against the other party arising from or relating to this agreement, each party shall bear its own attorneys' fees and costs, regardless of which party prevails.

12.6 Audit. During the term, District may appoint a nationally recognized third-party auditor to conduct, at its cost, audits of orders from District to Supplier for products and services, including invoices and District payment records associated with such orders. Such audits may be conducted only in accordance with the following:

- .1 Audits will occur no more than once each calendar year and the scope of the audit will be limited to District orders to Supplier over the preceding twelve (12) month period;
- .2 District will provide Supplier with thirty (30) days prior written notice of each audit;
- .3 The parties will work together in good faith to establish an audit process that does not interfere with Supplier's ability to perform its obligations under this Agreement or any other agreement, or compromise any reasonable security processes or procedures;
- .4 Prior to conducting the audit, the auditor will sign a confidentiality agreement that is no less protective to Supplier than the confidentiality terms set forth in this Agreement;
- .5 Supplier will provide the auditor with information reasonably required to effect the audit, provided however that Supplier reserves the right to impose limitations or require additional assurances from District and its auditor as may be necessary to protect the Confidential Information of Supplier that may be accessed by District's auditor as a part of the audit;
- .6 The auditor reports prepared in connection with the audits will be deemed confidential information of Supplier; and

.7 In no event will Supplier be required to provide District or its auditor with access to Supplier's internal cost and resource utilization data, or data related to employees or other District of Supplier.

12.7 Notices. All notices that are required under this Agreement will be in writing and will be considered effective upon receipt.

12.8 Entire Agreement. This Agreement is the entire agreement between District and Supplier regarding District's purchase of Products and Services, and supersedes and replaces any previous communications, representations, or agreements, or District's additional or inconsistent terms, whether oral or written. In the event any provision of this Agreement is held invalid or unenforceable, the remainder of the Agreement will remain enforceable and unaffected thereby.

12.9 Amendment. The parties may mutually agree to modify this Agreement, and add or delete Products and/or Services from Exhibit "C" during the term of this Agreement by written amendment to the Agreement. Only a mutually agreed upon written amendment signed by authorized representatives, for District and Supplier, as well as approved by District's Board of Trustees if required, shall be binding upon the parties.

12.10 Waiver. Neither party's failure to exercise or delay in exercising any of its rights under this Agreement will constitute or be deemed a waiver or forfeiture of those rights.

12.11 Order of Precedence. Unless otherwise agreed or provided herein, documents will apply in the following descending order of precedence:

- .1 SLI;
- .2 the sections of this Agreement;
- .3 the Statement of Work (if applicable);
- .4 all Transaction Documents.

12.12 Independent Contractor. Supplier is an independent contractor in the performance of this Agreement and neither Supplier nor any Supplier personnel are employees or agents of District or Supplier Business Partners. Nothing in this Agreement will be construed as creating a joint venture, partnership or employment relationship between the parties, nor will either party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other.

12.13 Fair Employment Practices/Equal Opportunity Acts. In the performance of this Agreement, Supplier shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code Section 12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. 200d-e-217), whichever is more restrictive.

12.14 Conflicts of Interest. Supplier agrees not to knowingly accept any employment or representation during the term of this Agreement which is or may likely make Supplier "financially interested" (as provided in California Government Code Sections 1090 and 87100) in any decision made by the District on any matters in connection with which Supplier has been retained pursuant to this Agreement.

12.15 Subcontractors. Supplier shall have the right to use subcontractors to provide the products and services described in this Agreement, subject to the prior approval of District. Notwithstanding the foregoing, subcontracting shall not release Supplier from the responsibility for performing its obligations under this Agreement.

12.16 Website. Supplier will make available to LACCD an ordering website to process LACCD orders for Supplier products, if such exists as of the date of this Agreement. The website URL will be advised to District within 30 days of the Effective Date of this Agreement.

12.17 Force Majeure.

Except for defaults of subcontractors at any tier, the Supplier shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Supplier.

Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Supplier and subcontractor, and without the fault or negligence of either, the Supplier shall not be liable for any excess costs for failure to perform.

Neither party hereto shall be considered in default in the performance of its obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other causes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

ARTICLE 13A PRODUCT TERMS

When "Product" is referred to in this Agreement, consistent with the definition of "Product" in Article 1 of this Agreement, the intention is to address in general terms the Hardware and Software as listed in the Supplier's catalog. The specific terms included in Articles 14 and 15 are Product terms in a specific hardware or software manner.

ARTICLE 13 HARDWARE TERMS

13.1 RISK OF LOSS. Risk of loss or damage, and title to Hardware, will pass to District and acceptance will occur upon delivery to the "ship to" address or, if special shipping arrangements are agreed to, upon delivery to District's carrier or designee, contingent upon successful acceptance test.

13.2 ACCEPTANCE. District will be deemed to have accepted the delivery of product or services on the 31st day after delivery of product or completion of services, if not previously rejected / non-accepted by District. Notwithstanding, rejection of the Hardware may be made up to forty-five (45) days after delivery. Payment shall not constitute acceptance of Hardware that is not in accordance with the Contract Documents.

13.3 INSTALLATION. If Supplier provides installation services, installation is billed at Supplier's published installation charges unless quoted or as part of the Hardware purchase price. Installation by Supplier is complete when the Hardware passes Supplier's standard installation and test procedures, unless otherwise specified in the Statement of Work.

13.4 TRADE-IN PROGRAMS. District has the responsibility for risk of loss for trade-in Hardware until receipt by Supplier. Such items must be returned to Supplier as soon as reasonably practicable at District's expense free of all liens, claims, or encumbrances, or District will repay to Supplier the applicable trade-in credit.

13.5 HARDWARE LIMITED WARRANTY. Supplier warrants Supplier Branded Hardware against defects in materials and workmanship under normal use during the warranty period and that it will materially conform to its Specifications for the time specified in the applicable Transaction Documents. Supplier Branded Hardware may contain used parts that are equivalent to new in performance and reliability and are warranted as new.

13.6 OPERATION. Supplier does not warrant that the operation of Hardware will be uninterrupted or error free, or that Hardware will operate in Hardware and Software combinations other than as expressly required by Supplier

in the Product Specifications or that Hardware will meet requirements specified by District. District may only use firmware embedded in the Hardware to enable the Hardware to function in accordance with its Specifications.

13.7 EXCLUSIVE REMEDIES. Upon notice of a valid warranty claim during the warranty period and if provided reasonable access to the Supplier Branded Hardware, Supplier will, at its option, repair a defect in the Supplier Branded Hardware, or correct a material non-conformance to Specifications, or replace such Hardware with Hardware of equal or better functional performance. If Supplier is unable, within a reasonable time, to complete the repair or correction, or replace such Supplier Branded Hardware, District will be entitled to a refund of the purchase price paid upon prompt return of such Hardware to Supplier. Subject to the terms in District's specific Product warranty statement District will pay expenses for return of such Hardware to Supplier. Supplier will pay expenses for shipment of repaired or replacement Hardware to District. This Section states Supplier's entire liability for Hardware warranty claims.

ARTICLE 14 SOFTWARE LICENSE TERMS

14.1 LICENSE GRANT. Supplier grants District a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the Supplier Branded Software delivered from a Supplier accepted order. For purposes of this Agreement, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for District's internal business purposes. District's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations, and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for Supplier Branded Software will not be materially more restrictive than the Use defined in this Section 14.1. For non-Supplier Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.

14.2 OWNERSHIP. This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to District are reserved solely to Supplier or its sub-suppliers.

14.3 ACCEPTANCE. District accepts Software under the same terms as in Section 13.2 above.

14.4 UPGRADES. Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. Supplier reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When District obtains a license for a new Software Version through Software Support or purchases an upgrade license to a new Version, District's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that Supplier delivers or makes the Version available to District.

14.5 LICENSE RESTRICTIONS

14.5.1 Use Restrictions. District may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by District. Some Software may require license keys or contain other technical protection measures. District acknowledges that Supplier may monitor District's compliance with Use restrictions and authorizations remotely, or otherwise. If Supplier makes a license management program available which records and reports license usage information, District agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to District and continuing for the period that the software is used.

14.5.2 Copy and Adaptation. Unless otherwise permitted by Supplier, District may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If District makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, District may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes

inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. District may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over District's intranet require restricted access by authorized users only.

14.5.3 Copyright Notice. District must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.

14.5.4 Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in the SLI is non-transferable and for Use only on a computer system owned, controlled, or operated by or solely on behalf of District and may be further identified by Supplier by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control of District.

14.5.5 OS Software. Operating System Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by Supplier or a Supplier Business Partner.

14.5.6 Changes. District will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where District has other rights mandated under statute, District will provide Supplier with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or de-compilation and the purposes therefore.

14.5.7 Use for Service Provision. Extending the Use of Software to any person or entity other than District as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by Supplier prior to such use and may require additional licenses and fees.

14.5.8 Consultant Use and Access. Subject to the terms and conditions of this Agreement, District may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to District. District will be responsible and directly liable to Supplier for consultants' compliance with this Agreement.

14.6 LICENSE TERM AND TERMINATION. Unless a different time period for the license is specified in the applicable SLI or quotation, the Software License granted District will be perpetual, provided however that Supplier may terminate the Software License upon notice for failure to comply with this Agreement. Immediately upon termination of the Software License or upon expiration of any individual limited term license, District will destroy the Software and all copies of the Software subject to the termination or expiration or return them to Supplier. District shall remove and destroy or return to Supplier any copies of the Software that are merged into adaptations, except for individual pieces of data in District's database. District may retain one copy of the Software subsequent to termination solely for archival purposes only. At Supplier's request, District will certify in writing to Supplier that District has complied with these requirements.

14.7 LICENSE TRANSFER. District may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this Section. Except as provided in sub-section 14.5.4 above, Supplier Branded Software licenses are transferable subject to Supplier's prior written authorization and payment to Supplier of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License, District's rights under the License will terminate and District will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "District" for purposes of the license terms. District may transfer firmware only upon transfer of the associated Hardware.

14.8 COMPLIANCE. District agrees that Supplier may audit District's compliance with the Software License terms. Any such audit would be at Supplier's expense, require reasonable notice, and would be performed during

normal business hours. If an audit reveals underpayments then District will immediately pay Supplier such underpayments together with the costs reasonably incurred by Supplier in connection with the audit and seeking compliance with this Section.

14.9 WARRANTY. Supplier Branded Software will materially conform to its Specifications. If a warranty period is not specified for Supplier Branded Software, the warranty period will be ninety (90) days from the delivery date.

14.9.1 Malicious Code Warranty. Supplier warrants that any physical media containing Supplier Branded Software will be shipped free of viruses, infections, worms or similar malicious codes.

14.10 (Reserved)

14.11 EXCLUSIVE REMEDIES. If notified of a valid warranty claim during the warranty period, Supplier will, at its option, correct the warranty defect for Supplier Branded Software, or replace such Software. If Supplier is unable, within a reasonable time, to complete the correction, or replace such Software, District will be entitled to a refund of the purchase price paid upon prompt return of such Software to Supplier. Supplier will pay expenses for shipment of repaired or replacement Software to District and any other damages caused by defect in Supplier Branded Software. This Section 14.12 states Supplier's entire liability for warranty claims.

14.12 (Reserved)

ARTICLE 15 SUPPORT TERMS

15.1 SUPPORT SERVICES

15.1.1 Description of Support. Supplier will deliver Support according to the description of the offering, eligibility requirements, service limitations, and District responsibilities described in the relevant Transaction Documents.

15.1.2 Cancellation. District may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. Supplier may discontinue Support for Products and specific Support services no longer included in Supplier's Support offering upon sixty (60) days written notice, unless otherwise stated in a Transaction Document. If District cancels prepaid Support, Supplier will refund District a pro-rata amount for the unused prepaid Support subject to any restrictions or applicable early termination fees as set forth in a Transaction Document.

15.1.3 Return to Support. If District allows Support to lapse, Supplier may charge District additional fees to resume Support or require District to perform certain hardware or software upgrades. Such fees may be set forth in a Transaction Document or provided to District at the time of the request to return to Support.

15.1.4 Local Availability. District may order Support from Supplier's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas. In addition, delivery of Support outside of the applicable Supplier coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.

15.1.5 Relocation. Relocation of any Products under Support is the responsibility of District and is subject to local availability as detailed in sub-section 15.1.4 above, and may result in changes to Support fees. Reasonable advance notice to Supplier may be required to begin Support after relocation. District may relocate Software within the District with no change in Support.

15.1.6 Multi-vendor Support. Supplier provides Support for certain non-Supplier Branded Products. The relevant Transaction Document will specify availability and coverage levels, and governs delivery of multi-vendor Support, whether or not the non-Supplier Branded Products are under warranty. Supplier may discontinue Support of non-Supplier Branded Products if the manufacturer or licensor ceases to provide Support for such Products.

15.1.7 Service Providers. Supplier reserves the right and District agrees to Supplier's use of Supplier-authorized service providers to assist in the delivery of Support.

15.1.8 Modifications. District will allow Supplier, at Supplier's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.

15.1.9 Support Warranty. Supplier warrants that it will perform Support using generally recognized commercial practices and standards.

15.1.10 Exclusive Remedies. Supplier will re-perform Support not performed in accordance with the warranty herein. This sub-section 15.1.10 states Supplier's entire liability for Support warranty claims.

15.2 PRICING, INVOICING AND ADDITIONAL SERVICES

15.2.1 Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document, Supplier may change Support prices upon sixty (60) days written notice.

15.2.2 Additional Services. Additional services performed by Supplier at District's request that are not included in District's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed.

15.2.3 Invoicing. Invoices for Support will be issued in advance of the Support period. Supplier Support invoices and related documentation will be produced in accordance with Supplier system standards. Additional levels of detail requested by District may be chargeable.

15.3 SITE AND PRODUCT ACCESS

District shall provide Supplier access to the Products covered under Support; and if applicable, adequate working space and facilities within a reasonable distance of the Products; access to and use of information, District resources, and facilities as reasonably determined necessary by Supplier to service the Products; and other access requirements described in the relevant Transaction Document. If District fails to provide such access, resulting in Supplier's inability to provide Support, Supplier shall be entitled to charge District for the Support call at Supplier's published service rates. District is responsible for removing any Products ineligible for Support, as advised by Supplier, to allow Supplier to perform Support. If delivery of Support is made more difficult because of ineligible Products, Supplier will charge District for the extra work at Supplier's published service rates.

15.4 HARDWARE PRODUCT SUPPORT

15.4.1 Minimum Configuration. District must purchase the same level of Hardware Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.

15.4.2 Eligibility. For initial and on-going Support eligibility District must maintain all Hardware Products at the latest Supplier-specified configuration and revision levels and in Supplier's reasonable opinion, in good operating condition.

15.4.3 Loaner Units. Supplier maintains title and District shall have risk of loss or damage for loaner units if provided at Supplier's discretion as part of Hardware Support or warranty services and such units will be returned to Supplier without lien or encumbrance at the end of the loaner period.

15.4.4 Maximum Use Limitations. Certain Hardware Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. District must operate such Products within the maximum usage limit.

15.4.5 Compatible Cables and Connectors. District will connect Hardware Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.

15.4.6 Support for Accessories. Supplier may provide Hardware Support for cables, connectors, interfaces, and other accessories if District purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.

15.4.7 Consumables. Hardware Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.

15.4.8 Replacement Parts. Parts provided under Hardware Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of Supplier, unless Supplier agrees otherwise and District pays any applicable charges.

15.5 SOFTWARE PRODUCT SUPPORT

15.5.1 Eligibility. District may purchase available Software Support for Supplier Branded Software only if District can provide evidence it has rightfully acquired an appropriate Supplier license for such Software. Supplier will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by Supplier or for Software for which District cannot provide a sufficient proof of a valid license. Unless otherwise agreed by Supplier, Supplier only provides Support for the current Version and the immediately preceding Version of Supplier Branded Software, and then only when Supplier Branded Software is used with hardware or software included in Supplier-specified configurations at the specified Version level.

15.5.2 Documentation. If District purchases a Software Support offering that includes documentation updates along with the right to copy such updates, District may copy such updates only for Products under such coverage. Copies must include appropriate Supplier trademark and copyright notices, software instruction and training manuals needed.

15.6 PROPRIETARY SERVICE TOOLS

Supplier will require District's use of certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the District's system, for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of Supplier, are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the District's systems or sites. District may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by Supplier. District may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, District will return the Proprietary Service Tools or allow Supplier to remove these Proprietary Service Tools. District will also be required to:

- .1 allow Supplier to keep the Proprietary Service Tools resident on District's systems or sites, and assist Supplier in running them;
- .2 install Proprietary Service Tools, including installation of any required updates and patches;
- .3 use the electronic data transfer capability to inform Supplier of events identified by the software;
- .4 if required, purchase Supplier-specified remote connection hardware for systems with remote diagnosis service; and
- .5 provide remote connectivity through an approved communications line.

DISTRICT RESPONSIBILITIES

15.6.1 Data Backup. To reconstruct lost or altered District files, data, or programs, District must maintain a separate backup system or procedure that is not dependent on the Products under Support.

15.6.2 Temporary Workarounds. District will implement temporary procedures or workarounds provided by Supplier while Supplier works on permanent solutions.

15.6.3 Authorized Representative. District will have a representative present when Supplier provides Support at District's site.

15.6.4 Product List. District will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the Supplier-designated system identifiers, and coverage levels. District shall keep the list updated during the applicable Support period.

15.7 ACCESS TO SUPPLIER SOLUTION CENTER AND IT RESOURCE CENTER

15.7.1 Designated Callers. District will identify a reasonable number of callers, as determined by Supplier and District ("Designated Callers"), who may access Supplier's District Support call centers ("Supplier Response Center").

15.7.2 Qualifications. Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. Supplier may review and discuss with District any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in Supplier's reasonable opinion, may be a result of a Designated Caller's lack of general experience and training, the District may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by Supplier when Support is initiated. Supplier Solution Centers may provide support in English or local language(s), or both.

15.7.3 Supplier IT Resource Center. Supplier IT Resource Center is available via the worldwide web for certain types of Support. District may access specified areas of the Supplier IT Resource Center. File Transfer Protocol access is required for some electronic services. District employees who submit Supplier Solution Center service requests via the Supplier IT Resource Center must meet the qualifications set forth in sub-section 15.8.2 above. At a minimum the Supplier shall provide support during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday.

WHEREFORE, this Master Agreement is entered into as of the day and year first written above.

ARTICLE 16 MANDATORY DISPUTE RESOLUTION PROCEDURES

16.1 The mandatory dispute resolution provisions of this Article 10 are adopted and implemented by the District pursuant to the authority afforded it under, without limitation Government Code sections 930.2, 930.4, 930.6, and Applicable Laws.

16.2 The District and Supplier agree that this Article 16, in its entirety, must be followed as a condition precedent to arbitration as set forth hereinbelow. This Article 16 establishes the exclusive procedures for "Claims" between the Supplier and the District regarding this Agreement, except as may be expressly exempted elsewhere in this Agreement. Claims shall be resolved by the Parties in accordance with the provisions of this Article 16, in lieu of any and all rights under the law that either Party may have to have its rights adjudged by a trial court or jury. It is also the intent of this mandatory and exclusive resolution procedure to resolve a "Claim" as close as possible to the conclusion of the event(s) and /or circumstance(s) giving rise to the "Claim". In this way, individual's memories, and the

information and documentation available to both Parties, will be as fresh as possible and permit the best informed resolution to occur.

16.3 Both Parties acknowledge that their failure and/or refusal to follow this mandatory and exclusive process will irreparably prejudice the other Party and as such, should a Party to this Agreement fail or refuse to comply with this process, any "Claim" they may have shall be waived and forfeited. This process applies equally to the District as it does to the Supplier.

16.4 For purposes of this Article 16, a "Claim" means a written demand or assertion by District or Supplier: (1) seeking, as a matter of right, an interpretation of this Agreement, including any task order issued hereunder; (2) a breach of this Agreement, including any task order issued hereunder;; and/or (3) the payment of money and/or the recovery of damages. A Claim can contain more than one item (e.g., such as seeking two interpretations of the Agreement, including any task order issued hereunder; or an interpretation and damage, or two or more claims for compensation each having a different basis/cause thereof, etc.) The fact that a Claim may contain two or more items does not give a Party the right to delay submitting a Claim beyond the seven day time limit set forth below.

16.5 The procedures set forth in Article 16 shall not usurp District's authority, and do not apply to:

16.5.1 the rights the District has as a public entity and the obligations the District has as a public entity to third persons;

16.5.2 personal injury, wrongful death, or property damage, claims;

16.5.3 District's rights and remedies as set forth elsewhere in this Contract and/or under applicable law;

16.5.4 matters covered by insurance; and

16.5.5 the right of the District to specific performance or injunctive relief to compel performance.

16.6 Notice of a Claim. The Notice of a Claim shall be submitted as follows:

16.6.1 To the District: Program Management Office
Attention: Program Director
1055 Corporate Center Drive, 5th Floor
Monterey Park, California 91754

With a Copy to: Chief Facilities Executive, LACCD Facilities
Planning, Operations and Development
770 Wilshire Boulevard, 6th Floor
Los Angeles, California 90071

With a Copy to: Best, Best and Krieger LLP
300 S Grand Ave 25th Floor
Los Angeles, California 90071

16.6.2 To the Supplier: Utelogy Corporation
2900 Bristol St, Suite
200
Costa Mesa, CA 92626

16.6.3 Required Information and Documentation. A Claim submitted shall contain a detailed narrative of the Claim together with detailed estimates and/or calculations regarding costs and/or time, and all supporting information and documentation to prove the basis and entitlement to the relief sought by the Party submitting the Claim. Any information and/or documentation not submitted by the time of the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both parties acknowledge that one Party withholding such information and/or documentation will cause the other Party irreparable prejudice.

16.6.4 Time Limit for Submitting A Claim. The time period for each Party to submit a Claim is seven (7) days from when a Party realizes, or when a reasonable person should have realized, that it has a Claim, or when the Supplier fails or refuses to perform a service required by this Agreement, or when the Program Management Office denies a request for the payment of compensation, or when one Party breaches this Agreement. If a Party fails to submit a Claim within the required seven day period, the Party waives and forfeits all rights and remedies to such Claim.

16.7 Steps to Resolving a Claim. The Parties shall use each of the following steps, in the order in which they appear below, to resolve each Claim. The resolution of any and all Claims is ultimately not binding on the District unless approved by the District's Board of Trustees and not binding on the Supplier until approved by its Authorized Representative.

16.7.1 Initial Mandatory Meeting and Negotiations. Within twenty-one (21) calendar days of a Party submitting a Notice of Claim and Required Documentation and Information, the other Party shall, in writing, submit a Written Response to the Notice of Claim. The Written Response to the Notice of Claim shall contain:

16.7.1.1 a detailed narrative responding to each point made in the Claim. The point by point response shall contain a statement as to whether the responding Party agrees or not with each point made by the Party submitting the Claim. If the responding Party does not agree with a point, then for each point of disagreement, the responding Party shall provide a detailed explanation as to why it disagrees supported by any detailed estimates and/or calculations regarding costs and/or time, and all supporting information and documentation to prove the basis of the responding Party's disagreement. To the extent the responding Party has a counter claim, the responding Party shall also set forth a detailed explanation of the counter claim together with any detailed estimates and/or calculations regarding costs and/or time, and all supporting information and documentation to prove the counter claim. In situations where no counter claim is made, the Party submitting a Claim shall then have fourteen (14) calendar days to submit a Reply. The Reply must follow the same format and respond point by point, together with all supporting documentation and information supporting the points made in the responding Party's Written Response to the Claim. Within seven (7)

days following receipt of the Reply, the District shall issue a Notice of Initial Mandatory Meeting and Negotiations that will take place between the President of the Supplier and the Director of the Program Management Office. The Initial Mandatory Meeting and Negotiations shall take place within fourteen (14) days of the issuance of the Notice of Initial Mandatory Meeting and Negotiations and will not last more than two (2) six (6) hour sessions, unless the both the President of the Supplier and the Director of the Program Management Office agree in writing that more time is needed. Any information and/or documentation not submitted by the time the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both parties acknowledge that one Party withholding such information and/or documentation will cause the other Party irreparable prejudice.

- 16.7.1.2** if the Written Response to the Notice of a Claim also contains a counter claim by the Responding Party, and only if the counter claim would entitle the Responding Party to recover an amount of money beyond that which is sought by the Notice of Claim, then the Party filing a Notice of Claim shall not have fourteen (14) days to submit a Reply, but rather have twenty-one (21) days to submit a Reply. The Reply shall then address the points raised in the Written Response to its Notice of Claim and separately address the counter claim points asserted by the responding Party following the same narrative and supporting documentation and information requirements set forth above. The responding Party shall then have fourteen (14) days to submit a Sur Reply addressing only the counter claim points addressed by the Party filing the Notice of Claim. If these time frames apply, then within seven (7) days following receipt of the Sur Reply, the District shall issue a Notice of Initial Mandatory Meeting and Negotiations that will take place between the President of the Supplier and the Director of the Program Management Office. The Initial Mandatory Meeting and Negotiations shall take place within fourteen (14) days of the issuance of the Notice of Initial Mandatory Meeting and Negotiations and will not last more than two (2) six (6) hour sessions, unless the both the President of the Supplier and the Director of the Program Management Office agree in writing that more time is needed. Any information and/or documentation not submitted by the time the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both Parties acknowledge that one Party withholding such information and/or documentation will cause the other Party irreparable prejudice.

16.7.1.3 Resolution, Partial Resolution, or No Resolution.

16.7.1.3.1 No Resolution. If the President of the Supplier and the Director of Program Management Office reach no resolution, then within five (5) business days of the Initial Mandatory Meeting and Negotiations concluding, the Director of Program Management Office shall issue a written notice to the District's Chief Facilities Executive, copy to the Supplier's President, announcing the fact the no resolution was reached. Within five (5) business days of the receipt of the Director of Program Management Office notice of no resolution, either the President of the

Supplier, or the Director of the Program Management Office, depending on which Party submitted the Claim, must then file a Written Request for a Final Mandatory Meeting and Negotiations with either the District's Chief Facilities Executive at the address set forth above or the President of the Supplier. If this occurs, the Parties shall proceed to a Final Mandatory Meeting and Negotiations. Should the Party filing the Claim fail to file a Written Request for a Final Mandatory Meeting and Negotiations, the Party waives and forfeits all aspects of the Claim.

16.7.1.3.2 Partial Resolution. If the President of the Supplier and the Director of Program Management Office reach only a partial resolution, and the Party submitting the Claim and/or counter claim wishes to continue pressing the unresolved portions of the Claim or counter claim, then within five (5) business days of the Initial Mandatory Meeting and Negotiations concluding, the Director of Program Management Office shall issue a written notice to the District's Chief Facilities Executive, copy to the Supplier's President, announcing the fact the a partial agreement has been reached, the details thereof, and a statement of all remaining unresolved items. All documents and information previously submitted shall be sent with the notice of partial resolution and statement of remaining unresolved items to the Chief Facilities Executive at the above address. Within five (5) business days of the receipt of the Director of Program Management Office notice of partial resolution and remaining items, either the President of the Supplier, or the Director of the Program Management Office, depending on which Party submitted the Claim, must then file a Written Request for a Final Mandatory Meeting and Negotiations with either the District's Chief Facilities Executive at the address set forth above or the President of the Supplier. If this occurs, the Parties shall proceed to a Final Mandatory Meeting and Negotiations. Should the Party filing the Claim fail to file a Written Request for a Final Mandatory Meeting and Negotiations, the Party waives and forfeits all aspects of the Claim.

16.7.1.3.3 Full Resolution. If the President of the Supplier and the Director of Program Management Office reach a complete resolution, then within five (5) business days of the Initial Mandatory Meeting and Negotiations concluding, the Director of Program Management Office shall issue a written notice to the District's Chief Facilities Executive, copy to Supplier's President, announcing the fact that a complete resolution was reached. Within fourteen (14) business days of the receipt of the Director of Program Management Office notice of a full resolution, the District's Chief Facilities Executive will issue a final determination announcing acceptance or rejection of the full resolution of the Claim and/or counter claim. If the District's Chief Facilities Executive issues a final determination announcing complete acceptance of the full resolution of the Claim and/or counter claim, the Chief Facilities Executive shall place the matter on the Board of Trustees agenda at the earliest available Board meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond the Chief Facilities Executive's delegated authority. If the Board approves or ratifies the resolution reached, a change order, amendment, or compromise will be issued to the Agreement. If the Chief Facilities Executive does not approve the resolution in its entirety, then the Chief Facilities Executive will issue a

Statement of Compromise setting forth the extent of approval and/or disagreement which the Chief Facilities Executive is willing to support. If the President of the Supplier accepts the Chief Facilities Executive's Statement of Compromise within five (5) business days of receipt of same, the Chief Facilities Executive shall place the matter on the Board of Trustees agenda at the earliest available Board meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond the Chief Facilities Executive's delegated authority. If the Board approves or ratifies the proposed resolution reached, a change order, amendment, or compromise will be issued to the Agreement. If the President of the Supplier does not accept the Chief Facilities Executives' Statement of Compromise, the President of the Supplier shall, within five (5) business days of receipt of same, issue a notice to the Chief Facilities Executive of its rejection of the Statement of Compromise. If this occurs, the Parties shall proceed to a Final Mandatory Meeting and Negotiations. Should the Party filing the Claim fail to file a written request for a Final Mandatory Meeting and Negotiations, the Party waives and forfeits all aspects of the Claim.

16.7.2 Final Mandatory Meeting and Negotiations. If after reaching no resolution, partial resolution, a complete resolution that is not accepted by the Chief Facilities Executive, or after reaching a complete resolution that is rejected in whole or in part by the Chief Facilities Executive, and if a Party has timely demanded a Final Mandatory Meeting and Negotiations, then the Parties shall proceed as follows.

16.7.2.1 Within seven (7) business days of any Party timely and properly requesting a Final Mandatory Meeting and Negotiations, the District shall issue a Notice of a Final Mandatory Meeting and Negotiations. The Final Mandatory Meeting and Negotiations will take place between the President of the Supplier and the Chief Facilities Executive. The Final Mandatory Meeting and Negotiations shall take place within fourteen (14) days of the issuance of the Notice of Final Mandatory Meeting and Negotiations and will not last more than one (1) six (6) hour session, unless the both the President of the Supplier and the Chief Facilities Executive agree in writing that more time is needed. Any information and/or documentation not submitted by the time the Initial Mandatory Meeting and Negotiations is held shall not be permitted to be used in any subsequent step of this mandatory and exclusive dispute resolution process, including at Arbitration, as both Parties acknowledge that one Party withholding such information and/or documentation will cause the other Party irreparable prejudice.

16.7.2.2 Within fourteen (14) business days of the of the conclusion of the Final Mandatory Meeting and Negotiations, the District's Chief Facilities Executive will issue a final determination announcing a Statement of Final Compromise of the Claim and/or counter claim. If the District's Chief Facilities Executive issues a final determination announcing complete acceptance and full resolution of the Claim and/or counter claim as agreed between the Parties, the Chief Facilities Executive shall place the matter on the Board of Trustees agenda at the earliest available Board meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond the Chief Facilities Executive's

delegated authority. If the Chief Facilities Executive does not approve of a complete resolution of the Claim and/or counter claim, then the Chief Facilities Executive's Statement of Final Compromise of the Claim will set forth the extent of approval that the Chief Facilities Executive is willing to support. If the President of the Supplier accepts the Chief Facilities Executive's Statement of Final Compromise of the Claim within five (5) business days of receipt of same, the Chief Facilities Executive shall place the matter on the Board of Trustees agenda at the earliest available Board meeting with a recommendation for acceptance or ratification depending whether the approval of the resolution is within or beyond the Chief Facilities Executive's delegated authority. If the Board approves or ratifies the proposed resolution reached, a change order, amendment, or compromise will be issued to the Agreement. If the President of the Supplier does not accept the Chief Facilities Executive's Statement of Final Compromise of the Claim, the President of the Supplier shall, within five (5) business days of receipt of same, reject it. If this occurs, the Parties shall proceed to Mediation as set forth below. Should the Party filing the Claim fail to file a demand for Mediation, the Party waives and forfeits all aspects of the Claim.

16.7.3 Initial and Final Mandatory Meetings and Negotiations – Attendees. The District, the Program Management Office, and the Supplier, can unilaterally determine who, in addition to the required Party's representatives, shall attend either or both of these proceedings. However, attorneys are not permitted to attend unless an attorney is also the President of the Supplier, the Director of the Program Management Office, the Chief Facilities Executive, or if both Parties agree in writing that attorneys may attend.

16.7.4 Waiver and Forfeiture of Claim and Counter Claim. Should the Party filing the Claim or a counterclaim in response to a Claim fail to file a Demand for Mediation as provided below, the Party waives and forfeits all aspects of the Claim and/or counter claim.

16.7.5 Mediation. If the above proceedings do not completely resolve a Claim or counter claim, and if the Party submitting a Claim or counter claim wishes to pursue a Claim or counter claim, then the Party submitting a Claim or counter claim must send a written Demand for Mediation to the other Party as required below, otherwise the Claim and/or counter claim is waived and forfeited. The Demand for Mediation must be made on the other Party within seven (7) business days of the Final Mandatory Meeting and Negotiations concluding.

16.7.5.1 Demand for Mediation. If a Party has timely and properly issued a Demand for Mediation, then the Parties shall proceed as follows.

16.7.5.2 Terms and Conditions of Mediation. Within five (5) business days of either the Chief Facilities Executive rejecting a proposed resolution as announced by the Director of the Program Management Office, or the President of the Supplier rejecting the Chief Facilities Executives Statement of Final Compromise of the Claim, either Party wishing to pursue a Claim or counter claim further shall issue a written Demand for Mediation to the other Party at the address set forth above. The Mediation must take place within forty-five days of the issuance of the Demand for Mediation. Only those documents and information previously exchanged by the Parties at the time of the Initial Mandatory Meeting

and Negotiations may be presented at Mediation, in addition to whatever legal arguments and legal authority are applicable thereto. The costs of the Mediation shall be shared equally by the Parties. A single Mediator will preside and must have substantial experience mediating, arbitrating and/or litigating, public works contracts for professional service providers. The Party demanding Mediation must set forth in its Demand for Mediation the names of six (6) such Mediators. The other Party shall within five (5) days of receipt of the written Demand for Mediation either select one, or provide the names of six (6) other such Mediators. If the other Party fails to select one of the six Mediators, or fails to provide the names of six other such Mediators within the five days, then the Party demanding Mediation shall immediately identify the Mediator to be used from the six Mediators originally identified. The Mediation shall not involve more than eight (8) hours, unless both Parties agree in writing otherwise

16.7.6 Failure to Invoke Mediation. If the proponent of the Claim fails to invoke the Mediation required by this Article within the time required, then the Claim, or remaining portion thereof, is forever waived and forfeited.

16.7.7 Mediation – No Resolution, Partial Resolution, or Full Resolution. If Mediation fails to resolve the Claim, the proponent of the Claim is then required to take action under Article 10.7.8 or the remainder of the Claim is forever waived and forfeited. If Mediation resolves the Claim, in whole or in part, a change order, amendment, and/or compromise will be prepared. If within the Chief Facilities Executive's delegated authority, the Chief Facilities Executive will sign the documentation and have the documentation processed. If the resolution exceeds the delegated authority of the Chief Facilities Executive, the matter will be placed on the Board of Trustees' earliest agenda for consideration and action. If the Board agrees to resolve the Claim as presented, the Board will approve same and the documentation will be processed. If however the Board agrees to resolve only part of the Claim presented, a change order, amendment, and/or compromise will be prepared and the documentation processed. If only part of the Claim presented to the Board is approved, the proponent of the Claim is then required to take action under Article 10.7.8 or the remainder of the Claim is forever waived and forfeited. If the Board does not agree at all, the proponent of the Claim is then required to take action under Article 10.7.8. or the remainder of the Claim is forever waived and forfeited.

16.7.8 The Mandatory Dispute Resolution Process is a Condition Precedent to Arbitration. The Mandatory Dispute resolution Process set forth in Article 10 must be complied with before Arbitration can be started.

16.7.8.1 Within fourteen (14) business days of the Mediation concluding, and if the Mediation fails to resolve the Claim, and if a Party wishes not to forfeit a Claim, or part thereof, a Party must file a Demand for Arbitration. The process set forth in Article 10 above is a condition precedent to the filing of any Demand for Arbitration between District and the Supplier.

16.7.8.2 A Demand for Arbitration is made by a Party issuing a written request for same to either: the American Arbitration Association; JAMS Dispute Resolution; or ADR; with a copy to the other Party and the Director of the Program Management Office. All supporting documents, information and data in support of the Claim shall accompany the written Demand for Arbitration with copies of all supporting documents, data and information simultaneously sent to the Chief Facilities Executive and to the Director of the Program Management Office. In addition to any witness testimony, only the information,

data and documents submitted at the Initial Mandatory Meeting and Negotiations may be used at the Arbitration. There is no discovery permitted unless: both Parties agree in writing; or, a Party can demonstrate good cause to the Arbitrator for some specific limit discovery. The hearing locale for any Arbitration shall be in Los Angeles County, California, unless otherwise agreed to by the Parties in writing. If both Parties agree in writing, they may elect to use an independent Arbitrator or an Arbitrator from another alternative dispute resolution provider.

16.7.8.3 The Arbitration shall be held before a single Arbitrator who has arbitrated more than 5 public works professional service agreement disputes and must be mutually agreed to by both Parties. If the Parties cannot agree on an Arbitrator, then the Arbitration company shall select an Arbitrator who has the qualifications listed herein. The Arbitration must be held and concluded within sixty (60) days of the written Demand for Arbitration, unless the Supplier and District agree otherwise in writing.

16.7.8.4 The Arbitrator has no power to fashion a remedy that is "related to the Contract." Rather, each of the Arbitrator's decisions and award(s), interim and/or final, shall be in writing, shall set forth statements of fact and conclusions of law explaining how and why each item of the decision/award was reached, shall be supported by substantial evidence, shall be supported by applicable law, and shall otherwise comply with the requirements of Code of Civil Procedure Section 1296.

16.7.8.5 The fees of the Arbitrator and the administrative costs of the Arbitration shall be shared equally between the Parties, and the Arbitrator has no power whatsoever to alter that sharing arrangement.

16.7.8.6 Provided the Arbitrator has issued an award in compliance with the requirements of this Article, the Final Award is binding and all appellate rights are waived. Any judicial review of such an award is limited to the circumstances described herein for the Arbitrator's non-compliance with these requirements. A Court shall, subject to Code of Civil Procedure section 1286.4, and/or other Applicable Laws, vacate any award, in whole or in part, which the Court determines, after review, is not supported by substantial evidence or the Award, and/or is based on an error of law.

16.7.8.7 The Arbitrator's Final Award shall be reflected in an additive or deductive change order, amendment, and/or compromise.

16.8 Supplier agrees to participate in any and all other dispute resolution processes, claims, mediations, negotiations, administrative and/or civil actions in which the District is a party regarding a Project which Supplier is involved in. To the extent the District is a participant therein because of the alleged conduct of the Supplier, Supplier shall participate therein at no further compensation from the District. To the extent the District is a participant therein, but not because of the alleged conduct of the Supplier, then Supplier will be entitled to receive compensation at the agreed to hourly rates for its personnel to the extent of their involvement therein.

**LOS ANGELES COMMUNITY COLLEGE
DISTRICT**

David Salazar
Chief Facilities Executive

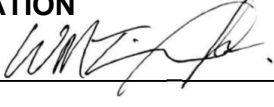
Date

OR

Thomas L. Hall, Director
Facilities Planning and Development

Date

**UTELOGY CORPORATION, a CA
CORPORATION**



Signature

William Tinnel
Print Name

COO

Title

Apr 1, 2019

Date

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ARTICLE 17 ENUMERATION OF CONTRACT DOCUMENTS

17.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents except for Orders, issued after execution of this Master Agreement, include, without limitation, the following:

17.1.1 Master Agreement. The Master Agreement is this executed Master Agreement between District and Supplier for the Management and Application Software including the following Exhibits attached hereto and incorporated herein by this reference:

- .1 Exhibit "A"** Minimum Service Requirements
- .2 Exhibit "B"** Delivery Locations
- .3 Exhibit "C"** Performance Specifications
- .4 Exhibit "D"** Bid Form
- .5 Exhibit "E"** Bid Sheet
- .6 Exhibit "F"** Evaluation Criteria
- .7 Exhibit "G"** Acknowledgement of Addenda

17.1.2 Addenda. The Addenda, if any, are as follows:

NUMBER	TITLE	DATE	PAGES
1	Addendum No. 01 to FE-01-18-RFB	3/13/18	2

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 17.

Los Angeles Community College District
Sustainable Building Program

II

Listed below are the specific **mandatory** minimum service specifications for the Management and Application Software to this Request for Bid (RFB). This form shall be completed and submitted with the RFB. The completed form of the following **Minimum Service Requirements** shall be executed where noted by a responsible and authorized employee or officer of the Supplier submitting the RFB. Each requirement includes a specific explanation of its value to the Colleges and District, and is considered crucial to provide. Please answer **Yes** if you currently provide this requirement as part of your corporate capability, and **No** if you do not. **A response of "No" may find the Bidder non-responsive. If a Supplier does not provide a response to any portion of the Performance & Service Requirements, the Supplier will, for such portion, be deemed to have provided a "No" response.**

Criterion/ Category	Item	Requirement	Justification	Agree/ YorN
-A- Supplier Requirements	1	Supplier must have been in the business of specifying, planning, and coordinating software programs and services for a minimum period of five (5) years prior to the contract bid date.	Provides District assurance Supplier will perform as a value added partner for software consultation, maintenance and assurance plans	y
	2	Supplier must specify only those products that will work effectively and easily with other components in the specific application or project environment, and whose warranty will not be invalidated by installing in an institutional/enterprise environment.	Provides District and colleges assurance the product is designed to work in a institutional/enterprise environment.	y
	3	Supplier must provide all licensing Agreements for any software, negotiate licenses to the State of Jurisdiction and review all program indemnity clauses as required.	Assures the District and colleges product is correctly and legally sourced and will cause the District or college to defend legal challenges in the use of the software.	y
	4	All products will be considered FOB Destination.	Reduces freight costs incurred by the District.	
	5	Supplier agrees to provide all programs to the colleges or District as downloads. No disc or hard copies will be accepted.	Reduces acquisition costs as downloaded software is non-taxable.	
	6	When Applicable, all products and services shall comply with ADA laws and Section 504 of the Rehabilitation Act.	Assists District with American with Disabilities Act (ADA) compliance and reduces costly legal challenges.	y

**Los Angeles Community College District
Sustainable Building Program**

Criterion/ Category	Item	Requirement	Justification	Agree/ YorN
-A- Supplier Requirements (cont'd)	7	Supplier agrees to include three (3) years software assurance plan as part of their product pricing. Additional costs (if any) to be negotiated at time of quote.	Provides District and college with multi-year software installation reducing costs.	y
	8	All warranty documentation, Training Manuals and Technical information must be provided ONLY in soft copy (hard copies will be refused) to the District within ten (10) days of product receipt. District may withhold invoice payment until received.	Reduces acquisition costs as downloaded software and training manuals are non- taxable.	y
	9	Accommodate Participating Agency's requirements for quote, invoicing format, asset management tagging, and other supporting documentation as required.	Complies with Vendor's invoicing system requirements and expedites payment to Vendor by reducing potential communication issues.	
	10	Supplier / Manufacturer shall provide single user and enterprise license purchasing options, where applicable, as requested at time of quote purchasing option to colleges, for handheld and other equipment application software for downloading and application management. Manufacturer will accept purchase orders in dollar value increments as mutually agreed.	Assures the District application purchase can be purchased and managed in a regular method.	y
	11	Using the Product listed in Exhibit C - Performance Specifications, recommend only those specific product solutions that best meet the District business requirements. It is the Vendor's responsibility to make that determination and recommend only products that demonstrate those inherent qualities.	Requires Supplier to have intimate knowledge of both District needs and manufacturing capability, increasing the probability of effective and appropriate solutions will be presented.	y

WMT
Vtebsy

OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT

The Los Angeles Community College District consists of the following nine (9) colleges and the Educational Services Center.

EAST LOS ANGELES COLLEGE

Receiving Department
1301 Avenida Cesar Chavez
Monterey Park, CA 91754

LOS ANGELES SOUTHWEST COLLEGE

Receiving Department
1600 West Imperial Highway
Los Angeles, CA 90047

LOS ANGELES CITY COLLEGE

Receiving Department
840 Heliotrope Drive
Los Angeles, CA 90029

LOS ANGELES TRADE-TECHNICAL COLLEGE

Receiving Department
2100 S. Flower St.
Los Angeles, CA 90007

LOS ANGELES HARBOR COLLEGE

Receiving Department
1111 Figueroa Place
Wilmington, CA 90744

LOS ANGELES VALLEY COLLEGE

Receiving Department
5800 Fulton Ave
Van Nuys, CA 91401

LOS ANGELES MISSION COLLEGE

Receiving Department
13356 Eldridge Avenue
Sylmar, CA 91342

WEST LOS ANGELES COLLEGE

Receiving Department
4800 Freshman Drive
Culver City, CA 90230

LOS ANGELES PIERCE COLLEGE

Receiving Department
6201 Winnetka Avenue
Woodland Hills, CA 91371

EDUCATIONAL SERVICES CENTER

Staff Services, 7th Floor
770 Wilshire Boulevard
Los Angeles, CA 90017

PROGRAM MANAGEMENT OFFICE

1055 Corporate Center Drive, 5th Floor
Monterey Park, CA 91754

EXHIBIT C - PERFORMANCE SPECIFICATIONS

Item Number	Item Description	Baseline Product or Equal	Key Performance Specifications
Classification 1: Accounting			
1	Accounting Software	QuickBooks Pro or Equal	Business accounting software which provides the user the following features: track mileage; track income and expenses; generate invoices; accept customer payments; create and send customers quotes and estimates; track sales; track sales tax; manage accounts payable; time tracking; inventory tracking; payroll; 1099 independent contractors.
Classification 2: Asset Management			
2	Asset Management	Sunflower Mobile by Sunflower systems or Equal	Mobile solution for receiving, physical inventory and excess management simplify enterprise asset management processes by bringing your asset data to a handheld device. Software includes the following tools: Mobile track which enables accurate physical inventory with a handheld scanning solution and streamlines the receiving process and increase accountability by capturing item information on a mobile device at the point of delivery. This helps easily record multiple identifiers (linear barcode, 2-D data matrix, RFID) to individual assets in the field. Excess track which simplifies excess asset pickup, lot management and disposal with integrated mobile excess software. Mobile configure which updates and manages complex configurations and kits in the field, on the production floor, and in remote locations. Pack track which generates shipments, pack containers within shipments, and fully or partially unpack containers upon shipment receipt with mobile shipping solution.
Classification 3: Audio Visual (A/V)			
3	Audio Visual Automation	Utelogy or equal	Audio Visual integration software that allows user to manage web-enabled audio video devices and control systems. Software runs on physical and virtual servers. Software operates on any network. Non-proprietary AV control, management, analytics, support and document storage.
Classification 4: Badging and Tracking			
4	Badging and Tracking	Card Integrators (CI) Badge or Equal	Identification card issuance software which provides the following features: unlimited card design; barcode, mag strip and radio frequency identification (RFID) printing; reporting to tracking
Classification 5: Broadcasting - Automation			
5	Studio Management	Broadcast Electronics Audio Vault or Equal	Radio Automation software featuring management of music libraries centrally or locally, or both; instant access to music and audio elements, no matter where they're archived on the intranet; import music logs from any standard scheduling program or create, combine or compile schedules; set up screen presets based on announcer preferences, show formats and other individual or workgroup uses; record and log audio from practically any source for long-term storage or short-term auditing; repurpose content for Internet-only or HD2 channels; off-the-shelf audio cards or Internet Protocol (IP) audio routing; open compatibility; set user access, monitor all channels and synchronize program logs, libraries and workflow across all stations and workstations; expand from a single workstation to a multi-location network and add capabilities as needed; cut and paste audio clips; record news actualities or phone bits; break long-form bulk feeds into individual productions for targeted distribution and playback; dub in a spot from an advertising agency; rip from a compact disk; load in full multitrack productions; import any WAV, MP3 or other standard audio file; syndicate shows individualized by affiliate anywhere in the world; operate fully automated, live-assist or off of satellite, or any combination of all three; collaborate live with other talent down the hall or across the country; Customize each voice track segue, locally or remotely.
Classification 6: Communications			
6	Mass Notification	Blackboard Connect or Informacast or Equal	Mass notification software to manage messages across multi-modal platforms and in multilingual messages. Create message once and publish everywhere—phones, emails, text messages, rich site summary (RSS) feeds, social media and websites. Software provides the following features: emergency notifications; personal outreach; daily attendance; phone; web and email surveys; email delivery; two-way phone and email messaging; student messaging; data-driven outreach (lunch balance, grades, library books, and more); automated data integration Facebook, Twitter and RSS integration; schedule recurring messages; deliver to your entire district in minutes. Provides district reporting capabilities including: invalid contact information; delivery results; usage analysis; opt-out and preferences reports; message history reports; message trends. Provides application to create schedule and issue messages from mobile devices. allows users to train online at no additional cost.
Classification 7: Construction Management			
7	Capital Program Management Software	Procore Construction OS or Equal	Bidding to close-out project management system includes the following modules and capabilities: job costing; contract management; change order management; pay applications; budget forecasting; project controls and documentation; plan management (drawings and specifications); safety management; financial management; security. Mobile accessible. Subscription model based on estimated annual construction value.

EXHIBIT C - PERFORMANCE SPECIFICATIONS

Item Number	Item Description	Baseline Product or Equal	Key Performance Specifications
Classification 8: Contracting			
8	Bid Management Software	PlanetBids or Equal	Web based bid management system with the following modules and features: Bid Management; Vendor Management; Contract Management; Insurance Certificate Management; Emergency Operations; and, Business Certifications. Bid management includes General Bids, Professional Services, Public Works, and Reverse Auction. Bid management provides public bidding and invitation only bids. Bid Management allows for Requests for Information (RFI), Request for Proposal (RFP), Request for Qualifications (RFQ), and Low Bid (RFB/Bid). Vendor management provides for a vendor managed module on the front-end. Vendor Management allows an Agency to run reports on vendor participation, vendor classifications and award history.
Classification 9: Design - Building Information Modeling and Computer Aided Design			
9	Building Information Modeling (BIM) and Computer Aided Design (CAD)	Autodesk Design Suites or Equal	Architecture, Engineering and Construction collection including Revit, computer aided design (AutoCAD), building information modeling (BIM) tools for civil infrastructure and construction.
Classification 10: Design - Document Archival and Storage			
10	Design Documents and Archival	Bentley ProjectWise or Equal	Design Documents Information & Archival Software storing submittal drawings and maintenance and operations (M&O) for buildings.
Classification 11: Design - Collaboration and Quality Control			
11	Design Documents Collaboration and Quality Control	Collaborea or Equal	Quality assurance and quality control of architect and engineering models; customizable; code compliance; Department of State Architect (DSA) compliance; rules based checking able to be modified by use for different building information models (BIM). NavisWorks Integration and web based collaboration.
Classification 12: Design - Model Check			
12	Building Model Checking	Solibri Model Checking or Equal	Quality assurance and quality control of architect and engineering models; customizable; code compliance; Department of State Architect (DSA) compliance; rules based checking able to be modified by use for different building information models (BIM).
Classification 13: Design - Scheduling			
13	Building Information Modeling (BIM) Scheduling and Clash	Synchro Pro or Equal	Four dimensional planning and scheduling system for visualization -- length width and height. Import Multiple models from different sources; synchronize from updated model versions; subdivide model objects to match construction; filter by any attribute; import multiple schedules from different sources; organize schedule by work breakdown structure (WBS) or activity code; calculate and display the critical path; track status and actual usage of resources; track actual costs; view earned value graphics; create custom reports for tasks and resources. Supported file formats at a minimum: AutoCAD, Autodesk; Bentley; Revit; SketchUp; SolidWorks; Microsoft Project; Microsoft Excel; Primavera P6.
Classification 14: Desktop Management -- Remote Configuration and Management			
14	Desktop Computer Asset Management	Faronics Deep Freeze or Equal	Preserve desired computer configuration and settings. Restore saved configuration to a computer each time it is re-started. Provides users with unrestricted access while preventing permanent configuration changes. Prevent computers from straying from their baseline configurations while still allowing users to save their work. Clear all malicious changes to your system, including zero-day threats. Central management allows deployment, configuration and management of computers across and enterprise network. Schedules maintenance and automatic updates. Allows automated Windows updates. Launch existing applications on selected computers from the console or even push the executable and launch it remotely. Remotely lock keyboard and mouse to perform maintenance or to prevent any unauthorized changes -- also notify users by remotely sending a message. Perform restart, shutdown, Wake-on-LAN actions to take place on demand or on a scheduled basis.

EXHIBIT C - PERFORMANCE SPECIFICATIONS

Item Number	Item Description	Baseline Product or Equal	Key Performance Specifications
Classification 15: Desktop Management -- Power			
15	Desktop Computer Energy Management	Autonomic ANSA or Equal	Manage enterprise-wide PC conservation program through ePolicy Orchestrator (ePO). Policy driven power management through ePO. Controls for hibernation, standby, shut down, and wake up. Policies can target groups, domains, etc. Wake-On- LAN Secure wakes machines up to perform security maintenance tasks (patching, DAT updates) and puts computers back to sleep when tasks are finished. Centralized, graphical user interface, dashboard-driven policy settings. Schedule shutdowns. Savings reports by policies, individuals groups and global sites. All Windows and Mac platforms are supported.
Classification 16: Editing - Documents			
16	Collaborative Design Review	Bluebeam Revu Extreme or Equal	PDF based application for construction architect, engineering and construction. Integrates with CAD; allows PDF mark-up and collaboration; Construction tools. Provides automatic PDF form creation from scanned or digital documents; Automatically generated hyperlinks; Automatically match new revisions with their corresponding current sheets and preserve all markup data; create searchable PDF documents from scanned files; allows for digital signing or professional seal for a batch of multiple files; link measurement totals from multiple PDFs to Excel; includes Studio Module.
Classification 17: Educational - Math			
17	Mathematics Application	Wolfram Mathematica or Equal	Built-in algorithms and knowledge, all automatically accessible through a unified symbolic language. Web based integrated algorithms. Scalable for programs with immediate deployment locally and in the cloud. Accessible and edited on the desktop, mobile, and cloud devices.
Classification 18: Educational - Physiology			
18	Physiology Monitoring	Biopac ACQKnowledge or Equal	Interactive, program that lets you instantly view, measure, transform, replay, and analyze data. Perform complex data acquisition, stimulation, triggering and analyses using simple pull-down menus and dialogs—no need to learn a programming language or new protocol. Online analysis settings, filters, and transformations provide real-time feedback, or you can choose from a wide variety of off-line analysis tools. Multiple display options available during and after acquisition.
Classification 19: Energy Management -- HVAC			
19	Heating, Ventilation and Air Condition (HVAC) Management	Trane Trace or Equal	Software to help optimize the design of a building's heating, ventilating and air-conditioning system based on energy utilization and life-cycle cost. Compare the energy and economic impact of building-related selections such as architectural features, heating, ventilation and air conditioning (HVAC) systems, HVAC equipment, building utilization or scheduling, and financial options. Integrates with American Society of Heating and Air-Conditioning Engineers (ASHAE) Standard 90.1-2010 and ASHRAE 62.1-2010 Ventilation Rate Procedure, Building Information Modeling (BIM). Complies with Appendix G for Performance Rating Method of ASHRAE Standard 90.1-2007 and 2010 for LEED analysis,
Classification 20: Energy Management -- Title 24			
20	Title 24 Compliance	EnergySoft EnergyPro 7.1 or Equal	California Energy Commission (CEC) approved compliance software for Title 24 Compliance. Applicable to projects submitted for permit after December 31, 2016.
Classification 21: Geospatial - Sustainable Development			
21	Geographic Information Systems for Sustainable Development	Clark University TerrSet or Equal	Geographic information systems (GIS) and remote sensing (satellite imagery). Integrated geospatial software system for monitoring and modeling the earth system for sustainable development. Incorporates the IDRISI GIS Analysis and IDRISI image processing tools along with a constellation of vertical applications. License includes access for student, faculty and staff.

EXHIBIT C - PERFORMANCE SPECIFICATIONS

Item Number	Item Description	Baseline Product or Equal	Key Performance Specifications
Classification 22: Geospatial - Mapping and Analytics			
22	Geographic Information Tool for Mapping and Reasoning	ESRI ArcGIS or Equal	Capabilities for applying location-based analysis to your business practices. Features include: Spatial Analytics; Mapping and Visualization; Three Dimensional (3D) Geographic information systems (GIS); Real-time GIS; Imagery and Remote Sensing; Data Collection and Management.
Classification 23: Geospatial - Imagery and Data			
23	Geographic Information for Imagery and Data	Environment for Visualizing Images (ENVI) from Harris Geospatial or Equal	Software includes the following modules and features. Photogrammetry: register imagery to ground coordinates and geometrically correct them to remove distortions that happen during image capture. Module delivers orthorectification method. Feature Extraction: Find and extract specific objects of interest from all types of imagery. Tools enable users to extract features from geospatial imagery based on the object's spatial, spectral, and texture characteristics and identify them as objects like vehicles, buildings, roads, coastlines, rivers, lakes, and fields. Digital Elevation Module (DEM) Extraction: DEM extraction module is used to quickly and easily create spatially accurate DEMs of geospatial imagery. Atmospheric Correction: Removes atmospheric interference from imagery with the atmospheric correction module. Creates a true, reliable representation of a specific image scene. Works with both multispectral and hyperspectral data. NITF: Reads, edits, and delivers NITF files certified by the Joint Interoperability Test Command (JITC). Crop Science: Crop science analyzes multispectral data to provide extensive crop health information.
Classification 24: Geospatial - Field Geographical Information System Data Collection and Maintenance			
24	Field Geographical Information System Data Collection and Maintenance	Trimble eCognition and Pathfinder/TerraSync bundle or Equal	Software provides: field data collection of features; positions and attribute data; data capture; configurable user interface; map display support for multiple raster and vector background maps; multimedia support for attributes such as voice and image files; read/write support for Seri Shapefiles. Bundler includes GPS Pathfinder Office Software; Terrasync Professional software, Trimble Positions Desktop add-in (perpetual) - single, and Trimble Positions Mobile extension (perpetual) - single. The Mapping & GIS Software Classroom License for Educators includes a one year software enhancement for all software.
Classification 25: Inventory Tracking - Equipment (On-site)			
25	Mobile Tracking of Equipment (On-site)	Wasp MobileAsse, or Equal	Software tracks tools and other valuable assets. Allows for check-in and check-out status, maintenance schedules and warranties. Manage equipment with existing mobile devices. On-site installation with unlimited users.
Classification 26: Inventory Tracking - Equipment (Cloud)			
26	Mobile Tracking of Equipment (Cloud)	Asset Panda	Application based check-in / check-out software. Works with bar and QR codes. User defined check-out / check-in form with unlimited fields. Cloud based with unlimited users
Classification 27: Inventory Tracking - Equipment (Patron Initiated Reservation)			
27	Mobile Tracking of Equipment (Patron Initiated Reservation)	Webcheckout or Lorensbergs Connect 2 or Equal	Software schedules circulation of portable equipment. Allows customers to make their own reservations through a Patron Initiated Reservation (PIR) module.
Classification 28: Labor Compliance			
28	Labor Compliance Software	LCP Tracker Professional or Equal	Prevailing wage and workforce compliance/management solution. Features include: Prevailing Wage and Davis-Bacon compliance and reporting; workforce demographics tracking and reporting (EEO, Disadvantaged, Local, Hire/Residency, Training/Apprentice, Workforce Analysis); living and minimum wage tracking; document tracking; contractor and administrator communications; import payroll and employee data from numerous payroll systems; create files for importing into government compliance monitoring systems. Based on up to \$100 million in construction value.

EXHIBIT C - PERFORMANCE SPECIFICATIONS

Item Number	Item Description	Baseline Product or Equal	Key Performance Specifications
Classification 29: Diversity Management			
29	Diversity Management Software	B2GNow or Equal	Eases \ 49 CFR Part 23 & 26 compliance and reporting; Maintains compliance with federal, state, and local diversity programs; Improves communication with certified firms and prime contractors; Protect your organization by preventing fraud; Meet prompt payment requirements Streamline your certification reporting processes; Create visibility for your SWMDBE programs and increase utilization; Comply with Davis Bacon and monitor workforce utilization; Streamline risk management functions; Set supplier diversity goals and keep track of bids; Monitor and report your organization-wide diversity spend; Reduces disparity study costs
Classification 30: Print Management			
30	Print Management Software for Networked Multi-Function Devices	ITC GoPrint or Equal	Software provides the following features: Web based administration, accessible from anywhere - with multiple levels of administrative security, print job payment through multiple options including but not limited to: student print accounts, stored value cards through card readers* or cash payments through coin bill units*, as well as any future College OneCard system (not yet in place); supports ability to add funds to print accounts via credit card without the need for hardware quota printing. User authentication support options include but are not limited to: LDAP, OpenLDAP, Active Directory, eDirectory, Radius, Banner. Departmental Accounts to track staff usage. Set printing charge rates by location, URL, group, document type and/or catalogue. (* It is assumed any hardware is purchased separately and is not included in this software bundle).
31	Print Management Software for College owned computers and personal devices for Networked Multi-Function Devices	Bring Your Own Device (B.Y.O.D.) by ITC or Equal	Works with any tablet, smartphone, laptop or desktop. Users can choose to print via email, mobile apps and web upload. Modular design allows for growth as usage increases. Print to any enterprise or public printing location from your iOS, Android, Blackberry, Windows, Nook or Kindle device.
Classification 31: Scanning Software for Document Management			
32	Scanning Software for Document Management	OpenText Captiva Capture (Viatron) or Equal	Interfaces with hundreds of scanners leveraging and works with multi-function peripheral devices and network scanners. Documents are also captured from e-mails, network folders, and other sources, providing organizations with many document input options. Uses both traditional document identification techniques—barcodes, page separators, and patch codes—as well as advanced document identification technology. Uses multiple recognition technologies—including OCR, ICR, OMR, and barcode recognition. Provides key-from-image indexing support, zonal OCR, and OCR rubber banding for quick document data extraction and indexing. Extracted data is validated against existing data contained in ERP, enterprise content management, or other information repositories to ensure data accuracy and reduce downstream processing errors.
Classification 32: Security			
33	Enterprise Security Software	Norton Symantec Endpoint Enterprise Edition or Equal	Security for desktops, laptops, servers, and email. Provides security and defense against the following including but not limited to: malware, phishing, ransomware.
Classification 33: Security - Information and Event Management			
34	Security Information and Event Management	Splunk, LogRhythm, Qradar or Equal	Security information and event management (SIEM) tools aggregate event data produced by security devices, network infrastructure, systems and applications. The primary data source is log data, but SIEM tools can also process other forms of data, such as NetFlow and network packets, or contextual information about users, assets, threats and vulnerabilities that can be found inside or outside the enterprise and that can be useful to enrich logs and raw data. All these data are normalized so that events, data and contextual information from disparate sources can be correlated and analyzed for specific purposes, such as threat management, network security event monitoring (SEM), user activity monitoring and compliance reporting. The tools provide real-time correlation of events for security monitoring, enable query and analytics for historical analysis, and offer other support for incident investigation and compliance reporting.
Classification 34: Signage			
35	Digital Signage	Visix Axis TV Enterprise Software or Equal	Enterprise Digital signage helps to deliver unified visual communications across the organization. This application publishes messages, media and important updates to displays, desktops, room signs, webpages and mobile devices throughout facilities, across campuses or to multiple locations in different cities.
Classification 35: Video Recording Software			
36	Video Recording Software	Camtasia or Equal	Video recording software designed to allow screen capture, custom video creation and editing. Provides web links and standard movie exports for sharing.
Classification 36: Virtualization			

EXHIBIT C - PERFORMANCE SPECIFICATIONS

Item Number	Item Description	Baseline Product or Equal	Key Performance Specifications
37	Virtualization Software	vSphere Enterprise Plus or Equal	Enables live migration of virtual machines with no disruption to users or loss of service, eliminating the need to schedule application downtime for planned server maintenance. Avoids application downtime for planned storage maintenance by migrating live virtual machine disk files across storage arrays. Delivers storage-efficient backups through patented variable length deduplication, rapid recovery, and WAN-optimized replication for DR. Provides continuous availability of any application in the event of a hardware failure—with no data loss or downtime. For workloads up to 4-vCPU. Secures virtual machines with offloaded anti-virus and antimalware solutions, without the need for agents inside the virtual machine. Enables efficient, array-agnostic replication of virtual machine data over the LAN or WAN, and simplifies management by enabling replication at the virtual machine level. Allows common management across storage tiers and dynamic storage class-of-service automation via a policy driven control plane. Enables native 2D and 3D graphics performance for virtual machines. Learns the environment behavior, based on usage patterns, preemptively rebalances workloads before demand spikes.
Classification 37: Wireless Policy Manager			
38	Wireless Policy Manager	Aruba ClearPass or Equal	A wireless policy manager, provides role- and device-based secure network access control for IoT, bring your own device (BYOD), corporate devices, as well as employees, contractors and guests across any multi-vendor wired, wireless and virtual private networks (VPN) infrastructure that use them.
Classification 38: Additional Services			
39	Additional Services	NA	Professional Services not included in Exhibit A Minimum Service Requirements



LOS ANGELES COMMUNITY COLLEGE DISTRICT SUSTAINABLE BUILDING PROGRAM

Name of Bidder:

Address:

City, State, Zip:

UTELOGY
2900 BRISTOL ST. # B200
COSTA MESA, CA 92626

TO: The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District:"

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Performance Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following prices.

PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
Classification 1: Accounting			
1	Accounting Software TITLE/PART NUMBER		
Classification 2: Asset Management			
2	Asset Management TITLE/PART NUMBER		
Classification 3: Audio Visual (A/V)			
3	Audio Visual Automation TITLE/PART NUMBER	NINE HUNDRED THIRTY EIGHT	938
Classification 4: Badging and Tracking			
4	Badging and Tracking TITLE/PART NUMBER		
Classification 5: Broadcasting - Automation			
5	Studio Management TITLE/PART NUMBER		
Classification 6: Communications			
6	Mass Notification TITLE/PART NUMBER		



LOS ANGELES COMMUNITY COLLEGE DISTRICT
SUSTAINABLE BUILDING PROGRAM

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Address:

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2900 BRISTOL ST # B200
COSTA MESA, CA 92626

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PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
SINGLE LICENSE			
Classification 7: Construction Management			
7	Capital Program Management Software		
TITLE/PART NUMBER			
Classification 8: Contracting			
8	Bid Management Software		
TITLE/PART NUMBER			
Classification 9: Design - Building Information Modeling and Computer Aided Design			
9	Building Information Modeling (BIM) and Computer Aided Design (CAD)		
TITLE/PART NUMBER			
Classification 10: Design - Document Archival and Storage			
10	Design Documents and Archival		
TITLE/PART NUMBER			
Classification 11: Design - Collaboration and Quality Control			
11	Design Documents Collaboration and Quality Control		
TITLE/PART NUMBER			
Classification 12: Design - Model Check			
12	Building Model Checking		
TITLE/PART NUMBER			



LOS ANGELES COMMUNITY COLLEGE DISTRICT SUSTAINABLE BUILDING PROGRAM

Name of Bidder:

Address:

City, State, Zip:

UTECLOGY
2900 BRISCOL ST. # B200
COSTA MESA, CA 92626

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PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
Classification 13: Design - Scheduling			
13	Building Information Modeling (BIM) Scheduling and Clash TITLE/PART NUMBER		
Classification 14: Desktop Management -- Remote Configuration and Management			
14	Desktop Computer Asset Management TITLE/PART NUMBER		
Classification 15: Desktop Management -- Power			
15	Building Information Modeling (BIM) Scheduling and Clash TITLE/PART NUMBER		
Classification 16: Editing - Documents			
16	Collaborative Design Review TITLE/PART NUMBER		
Classification 17: Educational - Math			
17	Mathematics Application TITLE/PART NUMBER		
Classification 18: Educational - Physiology			
18	Physiology Monitoring TITLE/PART NUMBER		



LOS ANGELES COMMUNITY COLLEGE DISTRICT
SUSTAINABLE BUILDING PROGRAM

Name of Bidder:

Address:

City, State, Zip:

UTELOGY
2900 BRISTOL ST. # B200
COSTA MESA, CA 92626

TO: The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District:"

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Performance Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following prices.

PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
Classification 19: Energy Management -- HVAC			
19	Heating, Ventilation and Air Condition (HVAC) Management TITLE/PART NUMBER	SINGLE LICENSE	SINGLE LICENSE
Classification 20: Energy Management -- Title 24			
20	Title 24 Compliance TITLE/PART NUMBER		
Classification 21: Geospatial - Sustainable Development			
21	Geographic Information Systems for Sustainable Development TITLE/PART NUMBER		
Classification 22: Geospatial - Mapping and Analytics			
22	Geographic Information Tool for Mapping and Reasoning TITLE/PART NUMBER		
Classification 23: Geospatial - Imagery and Data			
23	Geographic Information for Imagery and Data TITLE/PART NUMBER		
Classification 24: Geospatial - Field Geographical Information System Data Collection and Maintenance			
24	Field Geographical Information System Data Collection and Maintenance TITLE/PART NUMBER		



LOS ANGELES COMMUNITY COLLEGE DISTRICT
SUSTAINABLE BUILDING PROGRAM

Name of Bidder:

Address:

City, State, Zip:

UTELOGY
2900 BRISTOL ST. # B200
COSTA MESA, CA 92626

TO: The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District:"

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Performance Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following prices.

PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
Classification 25: Inventory Tracking - Equipment (On-site)			
25	Mobile Tracking of Equipment (On-site) TITLE/PART NUMBER	SINGLE LICENSE	SINGLE LICENSE
Classification 26: Inventory Tracking - Equipment (Cloud)			
26	Mobile Tracking of Equipment (Cloud) TITLE/PART NUMBER		
Classification 27: Inventory Tracking - Equipment (Patron Initiated Reservation)			
27	Mobile Tracking of Equipment (Patron Initiated Reservation) TITLE/PART NUMBER		
Classification 28: Labor Compliance			
28	Labor Compliance Software TITLE/PART NUMBER		



LOS ANGELES COMMUNITY COLLEGE DISTRICT SUSTAINABLE BUILDING PROGRAM

Name of Bidder:

Address:

City, State, Zip:

UTELOGY
2900 BRKSTOL ST. # B200
COSTA MESA, CA 92626

TO: The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District:"

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Performance Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following prices.

PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
Classification 29: Diversity Management			
29	Diversity Management Software		
Classification 30: Print Management			
30	Print Management Software for Networked Multi-Function Devices		
31	Print Management Software for College owned computers and personal devices for Networked Multi-Function Devices		
Classification 31: Scanning Software for Document Management			
32	Scanning Software for Document Management		
Classification 32: Security			
33	Enterprise Security Software		
Classification 33: Security - Information and Event Management			
34	Security Information and Event Management		



LOS ANGELES COMMUNITY COLLEGE DISTRICT
SUSTAINABLE BUILDING PROGRAM

Name of Bidder:

Address:

City, State, Zip:

UTHELOGY
2900 BRISTOL ST. #3200
COSTA MESA, CA 92626

TO: The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District:"

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Performance Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following prices.

PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
Classification 34: Signage			
35	Digital Signage TITLE/PART NUMBER		
Classification 35: Video Recording Software			
36	Video Recording Software TITLE/PART NUMBER		
Classification 36: Virtualization			
37	Virtualization Software TITLE/PART NUMBER		
Classification 37: Wireless Policy Manager			
38	Wireless Policy Manager TITLE/PART NUMBER		
NOTE: BID PRICE INCLUDES VIRTUAL ACCESS TO PROGRAM, BASIC TRAINING, SUPPORT, AND ANY OTHER FEES EXCEPT SALES TAX			
TOTAL IN FIGURES DELIVERED, SINGLE ONLY:		938	
TOTAL IN WORDS DELIVERED, SINGLE ONLY:		NINE HUNDRED THIRTY EIGHT	



LOS ANGELES COMMUNITY COLLEGE DISTRICT
SUSTAINABLE BUILDING PROGRAM

UTELOGY
2900 BRISTOL ST. #B200
COSTA MESA, CA 92626

Name of Bidder:

Address:

City, State, Zip:

TO: The Los Angeles Community College District, acting by and through its Board of Trustees, herein called the "District."

Pursuant to the Notice to Bidders, the undersigned Bidder, having carefully examined all of the Bidding Documents, proposes and agrees to furnish, in accordance with the Bidding Documents and modified by all Addenda issued prior to submission of this Bid (including, without limitation, the Performance Specifications, Terms and Conditions) all things necessary for the undersigned to furnish the below-listed Goods to the Los Angeles Community College District for the following prices.

PRICE SCHEDULE

Item Number	Bid Item Description	Delivered Bid Price Stated in Words	Delivered Bid Price Stated in Numbers
Classification 38: Additional Services			
For all additional services a Bidder wishes to offer to the District for the life of a Contract, attach a separate sheet detailing all additional services available to the District. Additional services include but are not limited to the following:			
39 (Item 2 Exhibit E - Bid Sheet)	<ul style="list-style-type: none">• Programming• Customization• Additional Training (above and beyond required in Exhibit A - Minimum Service Requirements• On-Site Set-up / Configuration Services• Annual Support or Subscription Fees (applicable after the original term as quoted at the time of purchase)• Upgrade Fees (applicable after the original term as quoted at the time of purchase)• And, any special services your firm may provide and are unique to your software or application <p>Types of services which are not applicable to this project or acceptable by the District include but are not limited to: Travel and Lodging, Postage and Delivery Fees.</p> <p>In order to provide a turn-key solution to the Colleges submission of an Additional Services Price List is a scored section of the Bid (Reference Exhibit E - Bid Sheet Section 2. While the individual service costs are not scored firms providing an Additional Services Price List will receive additional points while firms not submitting an Additional Services Price List will have points deducted. A published price list is acceptable and prices are firm for the contract term or the term of a purchase order whichever is in the best interest of the District.</p>	SINGLE LICENSE	SINGLE LICENSE

Contract 40414

Bid Results for Project Management and Application Software (FE-01-18-RFB)
 Issued on 03/02/2018
 Bid Due on March 19, 2018 2:00 PM (Pacific)
 Exported on 05/15/2018

Vendor/ID Company Name 289869 Uteology Corp	Address 18818 #102 Teller Ave	Address 2	City Irvine	State	ZipCode 92612	Country United States	Contact James Gonzalez
Respondee Title William Tinn COO	Respondee Phone 714-768-0757	Respondee Email wiliam.tinnel@utelogy.com					
Bid Format Submitted Date Electronic March 16, 2018 11:51:41 AM (Pacific)	Delivery Method hand deliver/2 pm 3/16/18	Responsive	Status Submitted	Confirmation # 134891	Ranking 0		
Respondee CBuyer Comment		Phone 714-699-2121 ext. 100	Fax	Email james.gonzalez@ute	Vendor Type CAU,DGS,FSD		
Attachments							
File Title	File Name	File Type					
BID NO FERF FINAL BID DOCS BID NO FE0118RFB.pdf		Response File					

Item Num	Section	Description	Unit of Measure	Quantity	Unit Price	Line Total	Discount Line Price	Response	Comment
1	Classification 1: Accounting	Accounting Software	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
2	Classification 2: Asset Management	Asset Management	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
3	Classification 3: Audio Visual (A/V)	Audio Visual Automation	EACH	1	\$938.00	\$938.00	\$938.00	Yes	price includes total of 3 year maintenance, one attached and 2 extended for total 3 years.
					Subtotal	\$938.00	\$938.00		
4	Classification 4: Badging and Tracking	Badging and Tracking	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
5	Classification 5: Broadcasting - Automation	Studio Management	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
6	Classification 6: Communications	Mass Notification	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
7	Classification 7: Construction Management	Capital Program Management Software	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
8	Classification 8: Contracting	PlanetBids or Equal	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
9	Classification 9: Design - Building Information Modeling and Computer Aid Design	Building Information Modeling (BIM) and Computer Aided Design (CAD)	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
10	Classification 10: Design - Document Archival and Storage	Design Documents and Archival	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
11	Classification 11: Design - Collaboration and Quality Control	Design Documents Collaboration and Quality Control	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
12	Classification 12: Design - Model Check	Building Model Checking	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
13	Classification 13: Design - Scheduling	Building Information Modeling (BIM) Scheduling and Clash	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
14	Classification 14: Desktop Management -- Remote Configuration and Management	Desktop Computer Asset Management	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		

15	Classification 15: Desktop Management -- Power	Desktop Computer Energy Management	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
16	Classification 16: Editing - Documents	Collaborative Design Review	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
17	Classification 17: Educational - Math	Mathematics Application	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
18	Classification 18: Educational - Physiology	Physiology Monitoring	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
19	Classification 19: Energy Management -- HVAC	Heating, Ventilation and Air Condition (HVAC) Management	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
20	Classification 20: Energy Management -- Title 24	Title 24 Compliance	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
21	Classification 21: Geospatial - Sustainable Development	Geographic Information Systems for Sustainable Development	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
22	Classification 22: Geospatial - Mapping and Analytics	Geographic Information Tool for Mapping and Reasoning	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
23	Classification 23: Geospatial - Imagery and Data	Geographic Information for Imagery and Data	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
24	Classification 24: Geospatial - Field Geographical Information System Data Collection and Maintenance	Field Geographical Information System Data Collection and Maintenance	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
25	Classification 25: Inventory Tracking - Equipment (On-site)	Mobile Tracking of Equipment (On-site)	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
26	Classification 26: Inventory Tracking - Equipment (Cloud)	Mobile Tracking of Equipment (Cloud)	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
27	Classification 27: Inventory Tracking - Equipment (Patron Initiated Reservation)	Mobile Tracking of Equipment (Patron Initiated Reservation)	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
28	Classification 28: Labor Compliance	Labor Compliance Software	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
29	Classification 29: Diversity Management	Diversity Management Software	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
30	Classification 30: Print Management	Print Management Software for Networked Multi-Function Devices	EACH	1	\$0.00	\$0.00	\$0.00	No	
31	Classification 30: Print Management	Print Management Software for College owned computers and personal devices for Networked Multi-Function Devices	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
32	Classification 31: Scanning Software for Document Management	Scanning Software for Document Management	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
33	Classification 32: Security	Enterprise Security Software	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
34	Classification 33: Security - Information and Event Management	Security Information and Event Management	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
35	Classification 34: Signage	Digital Signage	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
36	Classification 35: Video Recording Software	Video Recording Software	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
37	Classification 36: Virtualization	Virtualization Software	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		

38	Classification 37: Wireless Policy Manager	Wireless Policy Manager	EACH	1	\$0.00	\$0.00	\$0.00	No	
					Subtotal	\$0.00	\$0.00		
39	Classification 38: Additional Services	Professional Services not included in Exhibit A Minimum Service Requirements (Attach separate price list of available Additional Services to Exhibit "E" - Bid Sheet)	LOT	1	\$225.00	\$225.00	\$225.00	Yes	Hourly rate. See attached price sheet for details different types of services.
					Subtotal	\$225.00	\$225.00		
					Total	\$1,163.00	\$1,163.00		

Los Angeles Community College District
Sustainable Building Program



THIS **FORM** EXHIBIT "E" AND REQUIRED DECLARATION AS INDICATED BELOW MUST BE COMPLETED IN ITS ENTIRETY OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

Classifications

1) Check the range of Bid Classifications Provided

1 Classification	
2-4 Classifications	7
5-8 Classifications	0
9-or more Classifications	<input type="checkbox"/>

Max. Points 20

Services

2) Attach a list of Additional Services available to the District your Firm offers per Classification
3) 36. Additional Services Line Item 39 on Exhibit "D" - Bid Form.

Attach price list to Exhibit ..E., when uploading at the Online Vendor Portal.

Submitted Add 10 Points
Not Submitted Deduct 5 Points

Max. Points 10

Price List

3) On a separate sheet, list all other software types and titles a Bidder can provide with the discount available from list **OR** mark-up over cost. (A pre-priced list is acceptable.) **Attach price list to Exhibit "E" when uploading at the Online Vendor Portal.**

Submitted: Add 20 Points

Max. Points 20

Los Angeles Community College District Sustainable Building Program



4 Price

An additional maximum of 50 points will be assigned to Exhibit "D" pricing by Classification, for a total of 100 possible points per Classification.

CONFIRMATION: All orders placed by the District are to be priced with freight costs included, FOB Destination (cost borne by vendor)

Yes: ///

No: LI

5 Piggyback Acknowledgement:

I acknowledge this Bid is for use by the California Community Colleges and other California Public agencies as described in the Request for Bids (RFB), Section 4.1.14 PIGGYBACK CLAUSE.

Authorized Representative Initials /// ^{1,27}

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH ITS BID

TO THE BOARD OF TRUSTEES OF THE LOS ANGELES COMMUNITY COLLEGE DISTRICT:

The undersigned bidder, having become familiar with the Performance Specifications (Exhibit "C"), Bid Form (Exhibit "D") and Instructions to Bidders, hereby offers to provide the Goods and services described above and conforming to the specifications contained in the Request for Bid.

Bidder: OTELOGY Title: CEO
(Type or Print Complete Legal Name of Firm)
By: [Signature] Date: 3/15/18
(Signature)



Item

List

Additional discount for Registration. Send email to registration@Utelogy.com

Perpetual Licensing

U-Server/MT Core License **9,995.00**

U-Server provides for centralized and virtualized hosting of your rooms. Individual room licenses are then added, based on your current/future needs. Includes two tuition passes for Utelogy Certification. Comes with one room license

Core + 4 License **14,995.00**

Includes the U-Server/ MT Core License, plus 4 additional rooms for a total of 5 licensed rooms. This is a great way to start with

Room License (U-Control + Monitoring)

Additional room licenses are purchased in order to provision additional rooms on the U-Server/MT Core. Pricing is discounted based on the number of rooms you purchase at a time.

<u>Quantity Purchased</u>	<u>Per Room</u>
1 - 4	1,395.00
5 - 9	1,295.00
10 - 24	1,195.00
25 - 49	1,095.00
50 - 99	995.00
100 - 199	895.00
200 - 299	795.00
300+	695.00
Enterprise License	Special Quote
All-In-One (AIO) Room License	1,495.00

Single Room License for a Stand Alone Deployment

Annual License Maintenance and Support

20% of total licensing at list price

Pre-Paid Annual Maintenance

17.5% of total licensing at list price

Per Month

Monthly Licensing Agreement (Per Room)

U-Control + Monitoring	75.00
1+	65.00
10+	55.00
25+	45.00
50+	40.00
100+	35.00
200+	



Utelogy Additional Services

UCT 2 1/2 Day Certification Training

Utelogy Professional Services including :

Design, Engineering, Project Management, System Programming & Customization, On-site Setup & Configuration.



795.00


Per hour - 4 hour

225.1 *minimum*

[illegible]

Los Angeles Community College District
Sustainable Building Program

The Bidder shall signify receipt of all Addenda, if any, here:

ADDENDUM NO.	DATE RECEIVED	SIGNATURE
1. \\	14/18	
2.		
3.		

Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Date for Receipt of Bids and during that period of time shall not, without the written consent of the District, be modified, withdrawn or canceled by the Bidder, and Bidder so agrees in submitting this Bid.

Bidder warrants and represents that this Bid is submitted in accordance with, is subject to and complies with the requirements of the Bidding Documents, including, without limitation, the Instructions to Bidders.

The undersigned hereby declares, under penalty of perjury under the laws of the State of California, that all of the statements and representations made, or incorporated by reference, in this Bid and in the attachments submitted with this Bid are true and correct.

**Los Angeles Community College District
Sustainable Building Program**

.**

Individual Bidder

By: {signature}: _____

Name: (printed) _____

Title: _____

Company or Fictitious Name: _____

City: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E mail: _____

Corporation BidderCorporation Name: UTELOGYState of Incorporation: CaliforniaBy: (signature): [Signature]Name: (printed) WILLIAM TINNELTitle: COOBusiness Address: 2900 BRISTOL CT. #B200
COSTA MESA, CA 92626

[Seal and Attest]

Business Telephone: 1.714.699.2121Business Fax: 1.714.699.2121Business E mail: WILLIAM@UTELOGY.COM

**Los Angeles Community College District
Sustainable Building Program**

Partnership Bidder

Partnership Name: _____

By: (signature): _____

Name: (printed) _____

Title: _____

Date: ____ _

Business Address: _____

~~Business Telephone:~~ _____

Business Fax: _____

Business E mail: _____

If the partner or partners signing on behalf of the Partnership. Bidder is/are a corporation, then for each such partner complete the following (attach additional sheets, if necessary):

Corporation Name: ____ _

State of Incorporation: _____

By: (signature): _____

Name: (printed) ____ _

Title: _____

Business Address: _____

[Seal and Attest]

Business Telephone: _____

Business Fax: ____ _

Business E mail: ____ _

EXHIBIT B

SUPPLIER COMMITMENT

The Supplier shall observe five basic commitments:

Corporate Commitment - A commitment that the Foundation has the support of senior management of the Supplier, and that the Foundation contract is the Supplier's primary offering to Participating Agencies. The Supplier shall make its existing Participating Agency clients aware of its Foundation contract, and upon request, such agencies will be transitioned to the Supplier's Foundation contract;

Pricing Commitment - A commitment that Supplier will make commercially reasonable efforts to offer pricing to Participating Agencies that is competitive with the prices Supplier offers to other similarly situated customers purchasing a comparable volume of the same products at the same time and under the same terms and conditions.

Sales Commitment - A commitment that the Supplier will market Foundation and that the sales force will be trained, engaged and committed to offering Foundation to potential Participating Agencies, with a further commitment that all Foundation sales be accurately and timely reported.

Service Commitment - A commitment that the Supplier will provide, at minimum, the level of service defined in the Master Agreement to any and all Participating Agencies.

Communication and Information Commitment – Supplier shall establish the following communication links to facilitate customer access and communication:

- ☐ Information for website shall include:
 - Supplier's standard logos;
 - Copy of original Request for Proposal or Invitation to Bid;
 - Copy of Master Contract and amendment;
 - Summary of products and pricing;
 - Other promotional material as desired.
- ☐ A toll-free telephone for inquiries and orders
- ☐ Regional or toll-free fax number for inquiries and orders
- ☐ An email address for general inquiries

EXHIBIT C

SUPPLIER PROGRAM STANDARDS

Foundation recognizes that Supplier has a successful business and may choose to meet its commitments to Foundation purchasing programs in a variety of ways that best suit Supplier's business model, organization, and market approach. The following are Program Standards intended to assist Supplier in successfully implementing the Agreement:

Account Management Team – Supplier shall assign an account manager to the Agreement with the authority and responsibility for the overall success of the Agreement within Supplier's organization. Supplier shall also designate a lead referral contact person, responsible for receiving communications from the Foundation concerning new public agency registrations, and for ensuring timely follow-up by Supplier's staff to requests for contact from public community college districts and school districts. Additionally, Foundation suggests the supplier implement and supports a supplier-based internet Web page dedicated to Supplier's Foundation program and linked to the CollegeBuys Web site.

Quarterly Review – Supplier shall schedule a quarterly review with Foundation to evaluate Supplier's performance of Supplier Commitments and Supplier Program Standards.

Foundation Purchasing Program Awareness – Foundation is responsible for marketing the overall purchasing program concept and programs to Participating Agencies. Foundation marketing is intended to supplement and enhance the direct sales effort of the Supplier. Supplier assists by providing camera-ready logos and by participating in related trade shows and conferences. Foundation employs a marketing team, a network of partner associations, direct mail, the Internet, newsletters, and other publications to increase awareness of CollegeBuys.

Supplier Sales - Supplier is responsible for proactive direct sales of Supplier's goods and services to Participating Agencies nationwide and the timely follow-up to leads established by Foundation. Use of product catalogs, targeted advertising, direct mail and other sales initiatives are encouraged. All sales materials are to use the CollegeBuys or logo. Foundation will provide Supplier with its logo and the standards to be employed in the use of the logo. At a minimum, Supplier's sales initiatives should communicate:

- ☐ That the Master Contract was competitively solicited by a public agency;
- ☐ Best educational pricing
- ☐ That there is no cost to participate
- ☐ That the contracts are non-exclusive

Sales Force Training - Supplier is responsible for the training of its sales force on this Agreement. Foundation may provide training materials and generally assist with the education of sales personnel. At a minimum, sales training should include:

- ☐ Key features of this Agreement
- ☐ Understanding of the process of development of the Master Agreement
- ☐ Working knowledge of Foundation organization and solicitation process
- ☐ Awareness of the range of public and private agencies districts that can access products and services made available through this Agreement

EXHIBIT D

SAMPLE QUARTERLY REPORT FORM

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
<i>Sacramento City College</i>	<i>165532</i>	<i>FR1325</i>			
<i>Lake Tahoe CCD</i>	<i>599785</i>	<i>FR1326</i>			
TOTAL	-	-			

NOTE: Reports to be submitted in Microsoft Excel

*Excluding taxes, additional services and transportation

EXHIBIT E

COOPERATIVE UTILIZATION

- (1) LIST OF CALIFORNIA COMMUNITY COLLEGES**
- (2) LIST OF AICCU MEMBER INSTITUTIONS**

List of California Community Colleges

	District	College	City	State	Zip
1.	Allan Hancock Joint CCD	Allan Hancock College	Santa Maria	CA	93454
2.	Antelope Valley CCD	Antelope Valley College	Lancaster	CA	93536
3.	Barstow CCD	Barstow College	Barstow	CA	92311
4.	Butte-Glenn CCD	Butte College	Oroville	CA	95965
5.	Cabrillo CCD	Cabrillo College	Aptos	CA	95003
6.	Cerritos CCD	Cerritos College	Ridgecrest	CA	93555
7.	Chabot-Las Positas CCD	Chabot College	Hayward	CA	94545
8.	Chabot-Las Positas CCD	Las Positas College	Livermore	CA	94551
9.	Chaffey CCD	Chaffey College	Rancho Cucamonga	CA	91737
10.	Citrus CCD	Citrus College	Glendora	CA	91741
11.	Coast CCD	Coastline Community College	Fountain Valley	CA	92708
12.	Coast CCD	Golden West College	Huntington Beach	CA	92647
13.	Coast CCD	Orange Coast College	Costa Mesa	CA	92628
14.	Compton CCD	Compton College	Compton	CA	90221
15.	Contra Costa CCD	Contra Costa College	San Pablo	CA	94806
16.	Contra Costa CCD	Diablo Valley College	Pleasant Hill	CA	94523
17.	Contra Costa CCD	Los Medanos College	Pittsburg	CA	94565
18.	Copper Mountain CCD	Copper Mountain College	Joshua Tree	CA	92252
19.	Desert CCD	College of the Desert	Palm Desert	CA	92260
20.	El Camino CCD	El Camino College	Torrance	CA	90506
21.	Feather River CCD	Feather River College	Quincy	CA	95971
22.	Foothill-De Anza CCD	De Anza College	Cupertino	CA	95014
23.	Foothill-De Anza CCD	Foothill College	Los Altos Hills	CA	94022
24.	Gavilan CCD	Gavilan College	Gilroy	CA	95020
25.	Glendale CCD	Glendale College	Glendale	CA	91208
26.	Grossmont-Cuyamaca CCD	Cuyamaca College	El Cajon	CA	92019
27.	Grossmont-Cuyamaca CCD	Grossmont College	El Cajon	CA	92020
28.	Hartnell Joint CCD	Hartnell College	Salinas	CA	93901
29.	Imperial Valley CCD	Imperial Valley College	Imperial	CA	92251
30.	Kern CCD	Bakersfield College	Bakersfield	CA	93305
31.	Kern CD	Cerro Coso Community College	Ridgecrest	CA	93555
32.	Kern CCD	Porterville College	Porterville	CA	93257
33.	Lake Tahoe CCD	Lake Tahoe Community College	So. Lake Tahoe	CA	96150
34.	Lassen CCD	Lassen College	Susanville	CA	96130
35.	Long Beach CCD	Long Beach City College	Long Beach	CA	90806
36.	Los Angeles CCD	East Los Angeles College	Monterey Park	CA	91754
37.	Los Angeles CCD	Los Angeles City College	Los Angeles	CA	90029
38.	Los Angeles CCD	Los Angeles Harbor College	Wilmington	CA	90744
39.	Los Angeles CCD	Los Angeles Mission College	Sylmar	CA	91342
40.	Los Angeles CCD	Los Angeles Pierce College	Woodland Hills	CA	91371
41.	Los Angeles CCD	Los Angeles Southwest College	Los Angeles	CA	90047
42.	Los Angeles CCD	Los Angeles Trade-Tech College	Los Angeles	CA	90015

List of California Community Colleges

	District	College	City	State	Zip
43.	Los Angeles CCD	Los Angeles Valley College	Valley Glen	CA	91401
44.	Los Angeles CCD	West Los Angeles College	Culver City	CA	90230
45.	Los Rios CCD	American River College	Sacramento	CA	95841
46.	Los Rios CCD	Consumnes River College	Sacramento	CA	95823
47.	Los Rios CCD	Folsom Lake College	Folsom	CA	95630
48.	Los Rios CCD	Sacramento City College	Sacramento	CA	95822
49.	Marin CCD	College of Marin	Kentfield	CA	94904
50.	Mendocino-Lake CCD	Mendocino College	Ukiah	CA	95482
51.	Merced CCD	Merced College	Merced	CA	95348
52.	MiraCosta CCD	MiraCosta College	Oceanside	CA	92056
53.	Monterey Peninsula CCD	Monterey Peninsula College	Monterey	CA	93940
54.	Mt. San Antonio CCD	Mt. San Antonio College	Walnut	CA	91789
55.	Mt. San Jacinto CCD	Mt. San Jacinto College	San Jacinto	CA	92583
56.	Napa Valley CCD	Napa Valley College	Napa	CA	94558
57.	North Orange County CCD	Cypress College	Cypress	CA	90630
58.	North Orange County CCD	Fullerton College	Fullerton	CA	92832
59.	Ohlone CCD	Ohlone College	Fremont	CA	94539
60.	Online CCD	Online Community College	Sacramento	CA	95811
61.	Palo Verde CCD	Palo Verde College	Blythe	CA	92225
62.	Palomar CCD	Palomar College	San Marcos	CA	92069
63.	Pasadena Area CCD	Pasadena City College	Pasadena	CA	91106
64.	Peralta CCD	Berkeley City College	Berkeley	CA	94707
65.	Peralta CCD	College of Alameda	Alameda	CA	94501
66.	Peralta CCD	Laney College	Oakland	CA	94607
67.	Peralta CCD	Merritt College	Oakland	CA	94619
68.	Rancho Santiago CCD	Santa Ana College	Santa Ana	CA	92706
69.	Rancho Santiago CCD	Santiago Canyon College	Orange	CA	92869
70.	Redwoods CCD	College of the Redwoods	Eureka	CA	95501
71.	Rio Hondo CCD	Rio Hondo College	Whittier	CA	90601
72.	Riverside CCD	Moreno Valley College	Moreno Valley	CA	92551
73.	Riverside CCD	Norco College	Norco	CA	92860
74.	Riverside CCD	Riverside City College	Riverside	CA	92506
75.	San Bernardino CCD	Crafton Hills College	Yucaipa	CA	92399
76.	San Bernardino CCD	San Bernardino Valley College	San Bernardino	CA	92410
77.	San Diego CCD	San Diego City College	San Diego	CA	92101
78.	San Diego CCD	San Diego Mesa College	San Diego	CA	92111
79.	San Diego CCD	San Diego Miramar College	San Diego	CA	92126
80.	San Francisco CCD	City College of San Francisco	San Francisco	CA	94112
81.	San Joaquin Delta CCD	San Joaquin Delta College	Stockton	CA	95207
82.	San Jose-Evergreen CCD	Evergreen Valley College	San Jose	CA	95135
83.	San Jose-Evergreen CCD	San Jose City College	San Jose	CA	95128
84.	San Luis Obispo County CCD	Cuesta College	San Luis Obispo	CA	93403

List of California Community Colleges

	District	College	City	State	Zip
85.	San Mateo County CCD	Cañada College	Redwood City	CA	94061
86.	San Mateo County CCD	College of San Mateo	San Mateo	CA	94402
87.	San Mateo County CCD	Skyline College	San Bruno	CA	94066
88.	Santa Barbara CCD	Santa Barbara City College	Santa Barbara	CA	93109
89.	Santa Clarita CCD	College of the Canyons	Santa Clarita	CA	91355
90.	Santa Monica CCD	Santa Monica College	Santa Monica	CA	90405
91.	Sequoias CCD	College of the Sequoias	Visalia	CA	93277
92.	Shasta-Tehama-Trinity Joint CCD	Shasta College	Redding	CA	96045
93.	Sierra Joint CCD	Sierra College	Rocklin	CA	95677
94.	Siskiyou Joint CCD	College of the Siskiyous	Weed	CA	96094
95.	Solano CCD	Solano Community College	Fairfield	CA	94534
96.	Sonoma County JCD	Santa Rosa Junior College	Santa Rosa	CA	95401
97.	South Orange County CCD	Irvine Valley College	Irvine	CA	92720
98.	South Orange County CCD	Saddleback College	Mission Viejo	CA	92692
99.	Southwestern CCD	Southwestern College	Chula Vista	CA	91910
100.	State Center CCD	Clovis College	Fresno	CA	93730
101.	State Center CCD	Fresno City College	Fresno	CA	93741
102.	State Center CCD	Reedley College	Madera	CA	93938
103.	Ventura County CCD	Moorpark College	Moorpark	CA	93201
104.	Ventura County CCD	Oxnard College	Oxnard	CA	93033
105.	Ventura County CCD	Ventura College	Ventura	CA	93003
106.	Victor Valley CCD	Victor Valley College	Victorville	CA	92392
107.	West Hills CCD	West Hills College Coalinga	Coalinga	CA	93210
108.	West Hills CCD	West Hills College Lemoore	Lemoore	CA	93245
109.	West Kern CCD	Taft College	Taft	CA	93268
110.	West Valley-Mission CCD	Mission College	Santa Clara	CA	95054
111.	West Valley-Mission CCD	West Valley College	Saratoga	CA	95070
112.	Yosemite CCD	Columbia College	Sonora	CA	95370
113.	Yosemite CCD	Modesto Junior College	Modesto	CA	95350
114.	Yuba CCD	Woodland Community College	Woodland	CA	95776
115.	Yuba CCD	Yuba College	Marysville	CA	95901

List of Association of Independent California Colleges & Universities (AICCU)

	Institution	City	State	Zip
1.	American Jewish University	Bel Air	CA	90077
2.	Antioch University	Culver City	CA	90230
3.	Art Center College of Design	Pasadena	CA	91103
4.	Azusa Pacific University	Azusa	CA	91702
5.	Biola University	La Mirada	CA	90639
6.	Brandman University	Irvine	CA	92618
7.	California Baptist University	Riverside	CA	92504
8.	California College of the Arts	San Francisco	CA	94107
9.	California Institute of Integral Studies	San Francisco	CA	94103
10.	California Institute of Technology	Pasadena	CA	91125
11.	California Institute of the Arts	Valencia	CA	91355
12.	California Lutheran University	Thousand Oaks	CA	91360
13.	Chapman University	Orange	CA	92866
14.	Charles R. Drew University	Los Angeles	CA	90059
15.	Chicago School of Professional Psychology	Los Angeles	CA	90017
16.	Claremont Graduate University	Claremont	CA	91711
17.	Claremont McKenna College	Claremont	CA	91711
18.	Columbia College Hollywood	Tarzana	CA	91356
19.	Concordia University Irvine	Irvine	CA	92612
20.	Dominican University of California	San Rafael	CA	94901
21.	Fielding Graduate University	Santa Barbara	CA	93105
22.	Fresno Pacific University	Fresno	CA	93702
23.	Golden Gate University	San Francisco	CA	94105
24.	Harvey Mudd College	Claremont	CA	91711
25.	Holy Names University	Oakland	CA	94619
26.	Humphreys University	Stockton	CA	95207
27.	International Technological University	San Jose	CA	95134
28.	John F. Kennedy University	Pleasant Hill	CA	94523
29.	John Paul the Great Catholic University	Escondido	CA	92025
30.	Keck Graduate Institute	Claremont	CA	91711
31.	La Sierra University	Riverside	CA	92505
32.	Laguna College of Art + Design	Laguna Beach	CA	92651
33.	Life Pacific College	San Dimas	CA	91733
34.	Loma Linda University	Loma Linda	CA	92350
35.	Los Angeles Pacific University	San Dimas	CA	91733
36.	Loyola Marymount University	Los Angeles	CA	90045
37.	Marymount California University	Rancho Palos Verdes	CA	90275
38.	Menlo College	Atherton	CA	94027
39.	Mills College	Oakland	CA	94613
40.	Mount Saint Mary's University	Los Angeles	CA	90049
41.	National University	San Diego	CA	92037
42.	Notre Dame de Namur University	Belmont	CA	94002

List of Association of Independent California Colleges & Universities (AICCU)

	Institution	City	State	Zip
43.	Occidental College	Los Angeles	CA	90041
44.	Otis College of Art and Design	Los Angles	CA	90045
45.	Pacific McGeorge School of Law	Sacramento	CA	95817
46.	Pacific Oaks College	Pasadena	CA	91103
47.	Pacific Union College	Angwin	CA	94508
48.	Palo Alto University	Palo Alto	CA	94304
49.	Pepperdine University	Malibu	CA	90263
50.	Pitzer College	Claremont	CA	91711
51.	Point Loma Nazarene University	San Diego	CA	92106
52.	Pomona College	Claremont	CA	91711
53.	Providence Christian College	Pasadena	CA	91104
54.	Saint Mary's College of California	Moraga	CA	94556
55.	Samuel Merritt University	Oakland	CA	94609
56.	San Diego Christian College	Santee	CA	92071
57.	San Francisco Art Institute	San Francisco	CA	94133
58.	San Francisco Conservatory of Music	San Francisco	CA	94102
59.	Santa Clara University	Santa Clara	CA	95050
60.	Saybrook University	Oakland	CA	94612
61.	Scripps College	Claremont	CA	91711
62.	Simpson University	Redding	CA	96003
63.	Soka University of America	Aliso Viejo	CA	92656
64.	Southern California Institute of Architecture	Los Angeles	CA	90013
65.	Southern California University of Health Sciences	Whittier	CA	90604
66.	Stanford University	Stanford	CA	94305
67.	TCS Education System	Oakland	CA	94612
68.	The Master's University	Santa Clarita	CA	91321
69.	Thomas Aquinas College	Santa Paula	CA	93060
70.	Tuoro University California	Vallejo	CA	94592
71.	University of La Verne	La Verne	CA	91750
72.	University of Redlands	Redlands	CA	92374
73.	University of Saint Katherine	San Marcos	CA	92069
74.	University of San Diego	San Diego	CA	92110
75.	University of San Francisco	San Francisco	CA	94117
76.	University of Southern California	Los Angeles	CA	90089
77.	University of the Pacific	Stockton	CA	95211
78.	University of the West	Rosemead	CA	91700
79.	Vanguard University of Southern California	Costa Mesa	CA	92626
80.	Western University of Health Sciences	Pomona	CA	91766
81.	Westmont College	Santa Barbara	CA	93108
82.	Whittier College	Whitter	CA	90608
83.	William Jessup University	Rocklin	CA	95765
84.	Woodbury University	Burbank	CA	91504