CONTRACT AWARD

COMMODITY CLASS: Cisco Local Area Network Equipment and Accessories

DELIVERY REQUIREMENTS: CSU System Office and campuses

CONTRACT TERM: November 1, 2003 thru October 31, 2006, a one year extension

NOTICE TO CONTRACTOR: This notice of award is not an order to ship. Purchase Orders against contracts will be furnished by campus(es) on whose behalf the contract is made. Do not ship without a purchase order. INVOICE(S) SHALL BE RENDERED DIRECT TO THE ORDERING CAMPUS.

TAXES: As an agency of the State of Connecticut, CSU and its campuses are exempt from the payment of taxes imposed by the Federal Government and/or the State of Connecticut.

CASH DISCOUNTS: Cash discounts, if any, shall be given special attention, but such cash discount shall not be taken unless tender is made within the discount period.

PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid F.O.B. Destination. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Name: SBC
Address: 5 Devine Street
North Haven, CT 06473
Contact: Jim McDonald
Tel: (203)287-4705
Fax: (203)287-4501

FEIN: 36-4284455
Payment Terms: Net 45 Days from receipt of invoice

Special Terms and Conditions: See attached contract award schedule for discount schedules, terms, and conditions. Payment terms are Net 45 for all purchases or services. Contract is also extended to members of the Connecticut Colleges Purchasing Group at the same rates and terms specified under this agreement. Contract is extended for an additional one year period.

CSU Approved: ____________________________
Title: Chief Financial Officer
Date: 10/7/05

Accepted by: ____________________________
Title: Vice President-BCS
Date: October 12, 2005
Vendor shall provide Cisco equipment and accessories, and arrange for the support and maintenance of such equipment and accessories, for the period from November 1, 2003 through October 31, 2004. CSU reserves the option to extend the contract for an up to an additional three one year extensions, with mutual acceptance from the vendor.

Individual purchase orders will be issued by the System Office and/or by the campuses of CSU, during the term of the contract. Shipments of material, provision of services, and invoices shall be directed to the relevant campus or unit of CSU, as outlined in the purchase order.

This contract is extended to participating members of the Connecticut Colleges Purchasing Group ("CCPG"), upon acceptance of the contract vendor.

The vendor may be terminated for failure to deliver the required products and/or services, or for services not done in an appropriate manner as determined by CSU; with thirty days written notice delivered by U.S. Postal certified mail.

**PRODUCT DISCOUNT STRUCTURES**

The vendor shall provide Cisco components discounted at least 40% from manufacturer published list prices.

CSU reserves the right to negotiate a higher discount than specified under the terms of the contract award for large one-time purchases of equipment under this contract.

*In cases when Cisco’s promotional pricing provides a discount greater than 40%, any cost savings will be passed to CSU.*

The vendor agrees to be responsible for inside delivery and placement at all campus and System Office locations. The contractor agrees to provide necessary materials and labor to correctly deliver contract goods at no extra cost.

The vendor shall arrange for access by CSU to Cisco’s pricing web site, for verification of manufacturer’s list pricing.

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**CONTRACT AWARD SCHEDULE**

**CSU-0191**

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All prices shall include all transportation charges FOB Destination.
VALUE ADDED SERVICES

Without additional cost or charges, the vendor will provide sales and engineering staff for pre-sales support, including but not limited to, product planning and assessment, configuration of a Bill of Materials.

MAINTENANCE

The vendor shall provide Cisco's standard SMARTnet maintenance for all hardware, and will provide Cisco's Service Application Support for all software applications, for the first year at no charge. (SMARTnet 8x5xNBD Maintenance).

SMARTnet Onsite Enhanced in the first year after purchase will result in a 30% discount off Cisco MSRP, if a 2 year contract is entered into then a 34% discount will apply on Enhanced.

If in the second year CSU wishes to elect only 8x5xNBD then again the 30% for a single year and 34% for a two year contract will apply.

The following maintenance programs, specific to universities or government entities, are available under this contract award:
8x5xNBD 8x5xNBD Onsite 8x5x4
8x5x4 Onsite 7x24x4 7x24x4 Onsite
7x24x2 7x24x2 Onsite Service Application Support

SMARTnet discount structure applies to all packages listed above.

DESIGN, DOCUMENTATION, AND INSTALLATION SERVICES

Please note: this contract is not intended for use as a consulting contract. However, the contractor shall make available services by the following types of professionals, in the event that additional design or documentation above and beyond standard value added services is required:

Project Manager: $110.00 per hour
Engineer: $150.00 per hour
Technician: $125.00 per hour
Datacomm Technician: $95.00 per hour

The contract includes the basic services of a pre-sales Design Engineer whose services include pre-sales technical support, assistance in creation of a bill of materials, and assisting with documentation requirements for SBC/SNET integration assistance. Although pre-sales design services are often at no cost, extended and complex design services are subject to per project fees. The rate for a design engineer for a fee based project is $1200/day.

Providing project documentation is a standard part of the design engineer's responsibilities. Fees for documentation services are dependent on the complexity and duration of the project. Most site audits with a post sales network engineer are fee based. Design engineers will work to validate a bill of materials design, assist in preparation of a statement of work, and provide a Visio diagram as a normal service at no cost.

The services of a design engineer for services that are not covered under this contract will be at daily rate of $1200/day. The contractor will notify the customer in advance of any charges that will be incurred for design charges requested.

In the event that this contract is extended for one or more additional one year terms, the rates for Design, Documentation and Installation Services will be renegotiated upon written notice of either party at the time of the extension.

TERMINATION

In the event of inadequate products and/or services including but not limited to excessive delays, failure to obey the contract award, and unauthorized substitution of products or services CSU shall hold the right to cancel any contract or purchase order by providing 5 days written notice, detailing the reasons for the action, and allowing the contractor an opportunity to respond and solve the dispute. CSU holds the final decision whether the cancellation takes place, and agrees to pay any incurred charges for goods or services performed in satisfactory manner.

Direct all questions to: Gary M. Ritchey, Purchasing Director.
(860)493-0046