

## FINAL AGREEMENT

This final agreement ("Agreement"), is made and entered into as of the date last signed below (the "Effective Date"), by and between Hunterdon County Educational Services Commission, an entity organized under the laws of the State of New Jersey and serving as the lead agent for a voluntary cooperative purchasing program comprised of school districts in the State of New Jersey ("HCESC") with a principal place of business at HCESC Academy at Tewksbury, Administrative Offices, 51 Sawmill Road, Lebanon, NJ 08833, acting on behalf of its cooperative school district members and municipalities in the State of New Jersey (the "HCESC Entities"), and Cisco Systems, Inc., a California corporation ("Cisco") with a principal place of business at 170 West Tasman Drive, San Jose, CA 95134.

WHEREAS, HCESC issued a Bid Request for Converged Networking Equipment #TEC-06 (the "Bid Request"), with the resulting contract to have a term of two (2) years, with the option of one - two (2) year renewal or with the option to renew until new proposals are received and awarded. Cisco responded to the Bid Request in its response, dated July 11, 2012, as revised by its Supplemental Response dated August 6, 2012 (the "Cisco Response"). The HCESC Board of Directors accepted the Cisco Response during its August 7, 2012 board meeting.

WHEREAS, this Agreement is the resulting contract (the "Contract") between HCESC and Cisco as a result of Cisco being awarded the bid by HCESC. The Contract incorporates the following documents, which shall become part of this final Contract: (i) Attachment A - HCESC's Bid Instructions, and (ii) Attachment B - the Cisco's RFP Response, which consists of Cisco's Supplemental RFP Response submitted August 6, 2012, revising Cisco's RFP Response submitted July 11, 2012 (including Cisco's exceptions, and the documents referenced in Appendix A to the Cisco Response).

NOW, THEREFORE, in consideration of the mutual promises contained in this Contract, the parties hereby agree to the following:

1. The term of this Contract shall be for two (2) years from the Effective Date, unless otherwise extended in accordance with in Attachment A and B ("Term").
2. To the extent of a conflict in terms between the Contract and the Attachments, the following descending order of precedence shall apply:
  - a. The Contract
  - b. Attachment B - Cisco's RFP Response dated July 11, 2012, as modified by Cisco's Supplemental RFP Response dated August 6, 2012
  - c. Attachment A - HCESC's Bid Instructions
3. Attachment A to this Contract, as modified by Cisco's Response in Attachment B to this Contract, shall govern HCESC and the HCESC Entities' purchase or license of Cisco Products and purchase of and entitlement to SMARTnet maintenance services during the Term of the Contract solely for HCESC and the HCESC Entities. HCESC and the HCESC Entities are not authorized to resell Cisco products or services or sublicense Cisco software under this Contract. HCESC and the HCESC Entities may purchase Cisco products and services from Cisco or any authorized reseller who is listed as a Cisco subcontractor under the Contract.
4. If any provision of this Contract is invalid or unenforceable under any applicable statute or rule of law, this Contract shall be enforced to the maximum extent possible to effectuate the original express intent of the parties.

5. Any and all notices shall be sent by United States First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid) to the addresses for the parties set forth below. Either party may change its notice address by notifying the other in like manner.

**If to Cisco:**

Cisco Systems, Inc.  
170 W. Tasman Drive  
San Jose, CA 95134  
Attn: General Counsel

**If to HCESC:**

Corinne Steinmetz, Board Secretary  
HCESC Academy of Tewksbury  
Administrative Offices  
51 Sawmill Road  
Lebanon, NJ 08833

6. This Contract supersedes all prior discussions, understandings, arrangements and negotiations between the parties with respect to the subject matter of this Contract. The terms and conditions of this Contract shall prevail notwithstanding any variance with the terms and conditions of any order submitted with respect to the support services, equipment, supplies or any related services provided in this Contract. This Contract shall not be modified, amended, rescinded or waived in whole or in part without the written agreement signed by both parties. Termination shall only be enforced per Termination Section A17 of Attachment B.
7. Neither party shall have the right to assign or transfer its rights or obligations under this contract without the prior written consent of the other party.

[Remainder of this Page Intentionally Left Blank]

Each party represents that the person executing this Agreement below is authorized to sign this Agreement on behalf of such party and warrants that he/she has the full power to enter into this Agreement on behalf of such party.

Hunterdon County Educational Services  
Commission

\_\_\_\_\_  
("HCESC")

\_\_\_\_\_  
Authorized Signature

Corinne Steinmetz

\_\_\_\_\_  
Print Name

SBA/Board Secretary

\_\_\_\_\_  
Title

8/28/12

\_\_\_\_\_  
Date

Cisco Systems, Inc.

\_\_\_\_\_  
("Cisco")

\_\_\_\_\_  
Authorized Signature

Juan Pablo Brockmann

\_\_\_\_\_  
Print Name

Controller Finance

\_\_\_\_\_  
Title

8/31/2012

\_\_\_\_\_  
Date

**APPROVED BY LEGAL**

**Attachment A**

**RFP for Manufacturer of Converged Networking Equipment (Including, but not limited to Unified Communications/VOIP, Security, Video and Data Networking Solutions)#TEC-06 Instructions to Bidders**

**(See Attached)**



**Attachment B**  
**Cisco's August 6, 2012 Supplemental Response to RFP for Manufacturer of**  
**Converged Networking Equipment (Including, but not limited to Unified**  
**Communications/VOIP, Security, Video and Data Networking Solutions)#TEC-06**

**(See Attached)**

## Notice of RFP

Hunterdon County Educational Service Commission (HCESC) conducts and acts as a Lead Agent to a voluntary Co-operative Pricing System under number 34HUNCCP. Sealed proposals will be received and opened on July 11, 2012 at 11:00 A.M. prevailing time in the offices of the HCESC, 51 Sawmill Road, Lebanon, NJ 08833 for:

### **#TEC-06-RFP**

### **Manufacturer of Converged Networking Equipment (Including, but not limited to Unified Communications/VOIP, Security, Video and Data Networking Solutions)**

Specifications may be obtained at the HCESC Cooperative Purchasing website at <http://purchasing.hcesc.com> as well as the Cooperative Purchasing Department, 51 Sawmill Road, Lebanon, NJ 08833 between the hours of 8:00 A.M and 2:00 P.M. All RFP addenda will be issued on the website. Therefore, all interested respondents should check the website from now through bid opening. It is the sole responsibility of the respondent to be knowledgeable of all addenda related to this procurement.

Proposals must be submitted in a sealed envelope and distinctly marked "Converged Networking RFP." If the envelope is placed in a mailer that also must be distinctly marked. Proposals must be delivered or mailed to the Hunterdon County ESC, 51 Sawmill Road, Lebanon, NJ 08833 and received by July 11, 2012 @ 11:00 A.M.

Respondents are required to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17-27 et seq.

Corinne Steinmetz

BA/BS

Posted on the Web 5/24/12

**Hunterdon County Educational Services Commission**  
**Cooperative Purchasing Members**

Alexandria Twsp BOE	Hamilton, Township of (Mercer)	Paterson BOE
Allamuchy BOE	Hampton BOE	Patterson Charter School
Allendale BOE	Hampton, Town of	Peoples Preparatory School
Belleville BOE	Harding Twsp BOE	Pequannock Twsp BOE
Belvidere BOE	Harmony Twsp BOE	Phillipsburg BOE
Berkeley Heights BOE	High Bridge BOE	Plumsted Twp. BOE
Bernards BOE	High Bridge, Town of	Pohatcong Twsp BOE
Bethlehem Twsp. BOE	Highland Park BOE	Princeton Charter School
Blairstown BOE	Holland Twsp BOE	Rahway BOE
Bloomsbury BOE	Holland, Township of	Readington Twsp BOE
Bloomsbury, Town of	Hope Twsp BOE	Readington, Township of
Bound Brook BOE	Hopewell Valley Reg BOE	Ridgewood BOE
Branchburg Twsp. BOE	Hunterdon Central Reg BOE	River Vale BOE
Branchburg, Township of	Hunterdon County Polytech	Roselle BOE
Brick Twsp BOE	Jefferson Twsp BOE	Roseville Community Charter
Bridgewater-Raritan Reg. BOE	Jersey City BOE	School Dist. Of the Chathams
Burch Charter School	Jersey City, City of	Somerset County Polytech
Califon BOE	Kingwood Twsp BOE	Somerset Hills BOE
Cape May City BOE	Kingwood, Township of	Somerset, County of
Chester BOE	Knowlton Twsp BOE	Somerville BOE
City of East Orange	Lambertville BOE	South Bound Brook BOE
Clark BOE	Lambertville, Town of	South Hunterdon Reg BOE
Clinton Public BOE	Lawrence Twsp BOE	South Plainfield BOE
Clinton Twp BOE	Learning Com. Charter School	Southern Regional BOE
Clinton, Town of	Lebanon Public BOE	Springfield, Township of
Clinton, Township of	Lebanon Twsp BOE	St. Paul's Christian School
Cranbury, Township of	Little Falls BOE	Stanhope BOE
Cresskill BOE	Lopatcong Twsp BOE	Stillwater Twsp BOE
Cumberland Cty Technical Center	Lumberton Twsp BOE	Stockton BOE
Delaware Twsp BOE	Madison Boro BOE	Tewksbury BOE
Delaware Valley Reg BOE	Mahwah BOE	Trenton BOE
Delaware, Township of	Manalapan Englishtown Reg. BOE	Union City BOE
East Amwell Twsp. BOE	Mansfield Twsp BOE	Union Twsp BOE
Eastern Camden Cty Reg. BOE	Mercer County Special Services	Union, County of
Edison, Township of	Mercer County Technical School	University Heights Charter School
Elysian Charter School	Midland Park BOE	Vernon Twsp. BOE
Emerson BOE	Milford BOE	Village Charter School
Ethical Community Charter School	Milford Public Library	Waldwick BOE
Flemington Public Library	Millburn Twsp. BOE	Warren County Spec Services
Flemington-Raritan Reg BOE	Monmouth, County of	Warren County Technical School
Florham Park BOE	Montville Twsp. BOE	Warren Hills Regional BOE
Franklin Twsp BOE (Somerset)	New Milford BOE	Washington Borough BOE
Franklin Twsp BOE (Warren)	New Providence BOE	Washington Twsp BOE
Franklin Twsp BOE-Hunt.	Newton BOE	Watchung BOE
Frelinghuysen Twsp BOE	North Hunterdon Reg BOE	Watchung Hills Reg. BOE
Frenchtown BOE	North Star Charter School	Wayne BOE
Glen Rock, Town of	North Warren Reg BOE	West Amwell Twsp BOE
Great Meadows Reg BOE	Northern Highlands Reg. BOE	West Amwell, Township of
Green Twsp BOE	Nutley BOE	West Morris Reg. BOE
Greenwich Twsp BOE	Oxford BOE	West Orange BOE
Hackettstown BOE	Pace Charter School	West Windsor-Plainsboro BOE
Haddonfield Boro BOE	Paramus BOE	Woodbridge Twsp. BOE
Hamilton Twsp BOE (Atlantic)	Park Ridge BOE	Woodbridge, Township of
Hamilton Twsp BOE (Mercer)		Hamilton Twsp BOE-Mercer

# Hunterdon County Educational Services Commission

## Introduction

The Hunterdon County Educational Services Commission (HCESC) is a state-wide cooperative currently consisting of 166, and growing, members throughout the State of New Jersey. The HCESC is dedicated to the objective of obtaining lower costs by providing our members with established sourcing partnerships with selected manufacturer(s) and/or authorized dealers. The power of cooperative purchasing enables HCESC to issue competitive solicitations and contracts for its members on a wide variety of products and services.

### **Goals & Objectives**

The Hunterdon County Educational Services Commission is looking for Tier 1 and/or Tier 2 manufacturing companies (Respondent) to provide Converged Networking Equipment (including but not limited to Unified Communications/VoIP, Security, Video & Data Networking Solutions as well as value added services including but not limited to maintenance services and technical support. Respondents (Contractors) are requested to offer their entire catalog of products (comprehensive) at a discount from the current published price.

The definition of Tier 1 and Tier 2 is from the Gartner Group. A Tier 1 manufacturing company is defined as a company whose annual revenues exceed 1 billion US dollars. A Tier 2 manufacturing company is defined as a company whose annual revenues are from 250 million to 1 billion US dollars.

"Manufacturer" is defined as the entity responsible for the warranty and guarantee of the commodity when purchased.

HCESC reserves the right to make a single award or multiple awards. Multiple awards are made when determined to be in the best interests of the members and HCESC, as determined by HCESC.

### **Submission of Proposals**

- 1- Three (3) complete hard copies of the proposal as well as an electronic (flash drive) copy shall be submitted in a sealed envelope (1) addressed to the Business Administrator, (2) bearing the name and address of the respondent on the outside, (3) clearly marked "Manufacturer of Converged Networking Equipment."
- 2- It is the Contractors responsibility to see that proposals are presented to the Business Administrator at the hour and place designated. Proposals may be hand delivered or mailed, however, HCESC disclaims any responsibility for proposals forwarded by regular or express mail. If the proposal is sent by express mail, the designation above must also appear on the outside of the express company envelope. Proposals received after the designated time and date will be returned unopened.

Vendor's literature and/or pricing sheets **will not** be accepted in lieu of completing the proposal blank(s) as set forth in these specifications.

HCESC reserves the right to postpone the date for presentation and opening of proposals and will give written notice of any such postponement to each prospective Respondent as required by law.

All forms shall be completed and attached to the bid proposal. **RESPONDENT IS ALERTED TO THE BID DOCUMENT CHECK LIST PAGE.**

**Failure to supply all information required by the Request for Proposals (RFP) will be deemed non-responsive and will eliminate the Respondent from the RFP process.**

## **A. REQUIREMENTS AND CONDITIONS**

### **A1. General Requirements**

Unless the equipment is leased, it is owned by the entity that purchases it.

Material Data Safety Sheets as required by the U.S. Department of Labor, OSHA, shall be supplied when applicable with each individual shipment of goods.

The Respondent agrees that if the proposal is awarded to him, the Respondent must submit a written request to add Distributors and/or Subcontractors to its contract. The request must be on company letterhead, be signed by a company representative and include a list of all Distributors and Subcontractors that are requested to be added to the contract. The request must include specifically the products and/or services the reseller and/or subcontractor will provide under the contract. The Respondent must also include a copy of the Distributor or Subcontractor's New Jersey Business Registration Certificate or provide proof of its Business Registration status.

**Any deviation from the specifications must be accompanied by a complete explanation and written documentation.**

No Respondent may withdraw a proposal for a period of ninety (90) days after the date set for opening, nor may a respondent set a sooner expiration date other than stipulated herein.

### **A2. Price and Contract**

The contract shall be for a term of two (2) years, effective August 16, 2012 through August 15, 2014 with the option of one - two (2) year renewal or with the option to renew until new proposals are received and awarded. Continuation of the terms of this contract beyond the fiscal year is contingent on the availability of funds in the following year's budget.

**HCESC requests that bidders only respond if they are able to offer prices lower than what they ordinarily offer on separate, single school district contracts.**

HCESC and its members are exempt from New Jersey sales tax and an exemption certificate is unnecessary in accordance with the law. Therefore, no New Jersey sales tax shall be included in the proposal price.

Notification of award will establish the RFP documents as the formal contract.

### **A3. Current Production Items**

The successful Respondent certifies and warrants that only new current production items, software and firmware versions will be supplied and is free from defects in content and materials. No used, remanufactured or discontinued items or outdated software or firmware versions are acceptable. The Respondent is cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable, and if furnished, will be rejected.

### **A4. Delivery**

All Products shall be shipped F.O.B. destination. Delivery must be made within thirty (30) days of receipt of the purchase order or as specified in the purchase order. Deliveries are to be made to the inside of the building and should be made between 8:30 A.M and 3:30 P.M, Monday through Friday.

In the event of a back-order situation, the purchasing district will be notified, who reserves the right to determine the amount of time the vendor will be allowed to make delivery of the back-order. The purchasing district reserves the right to cancel from the contract any back-ordered items which cannot be supplied prior to an agreed upon delivery date.

The Contractor, Distributor or Subcontractor agrees to pay for return shipment on goods that arrive in a defective or inoperable condition and will arrange for return shipment of damaged goods.

## **A. REQUIREMENTS AND CONDITIONS continued**

### **A5. Payment**

Payment will be the responsibility of the individual districts purchasing, pursuant to the contract. Billing must be separate from the packing lists. Payment will be made based on the satisfactory completion of the contract as determined by the district administrator. Payment will be made after a signed voucher and invoice has been received and formally approved by district's board of directors at its subsequent regular meeting.

### **A6. Third Party Distributors/Subcontractors**

In the event that the Respondent chooses to subcontract any service or delivery of the products under the terms herein, the Respondent shall fully warrant prompt performance of the Distributor or Subcontractor in a fully complete, workmanlike manner customary to the trade.

Distributors and Subcontractors, if used, must be informed by the Respondent of the scope and limitations of the awarded proposal in order to remain compliant and market the award. Distributors and Subcontractors may be added or withdrawn throughout the course of the contract.

**Failure by a Distributor/Subcontractor to perform as noted in the specifications shall not relieve the Respondent of its obligations to make complete timely delivery of products, supplies, service, reports, commission or any other requirements outlined in this document.**

### **A7. Reports and Fee**

**The awarded Respondent(s) must rebate back to the HCESC .5% of the contract sale as a cost of doing business.** This administrative fee shall be incorporated into all prices bid in this submission. Quarterly payments as well as user reports will be made based on orders received and are due within 30 days of quarters end and made payable to the Hunterdon County Educational Services Commission and sent to the attention of the Purchasing Manager. The quarterly reports must contain the following information; 1-name of Respondent/Distributor/Subcontractor, whichever applies, 2- name of purchasing district, 3-date of purchase, 4- PO number and 5-total dollar amount on each purchase placed through the awarded contract and emailed to [dpirozzi@hcesc.com](mailto:dpirozzi@hcesc.com). Reports as well as the .5% commission are due by the 30<sup>th</sup> of April, July, October, & January of each year, covering the full contract.

**Respondent's failure to submit either the reports or the commission when due shall constitute grounds for HCESC's termination of the Agreement. Respondent shall remain liable for all commission owing up to and including the time the Agreement has been terminated by HCESC.**

### **A8. Indemnity/Hold Harmless**

Contractor agrees to indemnify, hold harmless, and defend HCESC, its agents, employees, officers, directors and members from any and all claims, costs and expenses, including attorney's fees, that HCESC or its members may pay or become obligated to pay, on account of any, all, and every demand or claim or assertion of liability arising, or alleged to have arisen out of (1) Contractor's breach of contract, (2) the negligent or deliberate acts and/or omissions of Contractor or its agents, employees, officers, or directors, (3) bodily injury to or damage to property of any person, including the Contractor or Contractor's Distributors or Subcontractors' employees, arising out of performance of any work hereunder, including Contractor's use of HCESC or its members premises or equipment.

### **A9. Insurance**

Contractor/Distributor/Subcontractor will provide and maintain the following insurance, which will be primary to any insurance carried by HCESC or its members and proof provided within seven (7) days notice of intent to award naming HCESC as additional insured.

**A9.1** Commercial General Liability insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this Agreement and including HCESC as an additional insured.

## **A. REQUIREMENTS AND CONDITIONS continued**

**A9.2** Automobile Liability insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this Agreement and including HCESC as an additional insured.

**A9.3** Workers' Compensation and Employer's Liability insurance.

**A9.4** Professional Liability insurance in limits of \$3,000,000 bodily injury and property damage each claim, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this agreement and including the HCESC as an additional insured.

Contractor agrees to provide Certificates of Insurance to the HCESC for each line of coverage. Certificates shall require Contractor's insurer to provide HCESC thirty (30) days prior written notice of cancellation or material change in the policies and to waive the right of subrogation against HCESC and its members. Certificates will specify the contractual and additional insured requirements of paragraphs A9.1 through A9.4 above and will be mailed to the HCESC.

Members may require being named as additional insured, depending on the project. Certificates are to be forwarded upon request.

### **A10. Leasing**

Lease financing is an allowable payment option under this contract and is an important tool for public sector, especially schools, during hard economic times. Terms and conditions shall be set forth in writing between the Owner and Contractor.

### **A11. Trade-Ins**

When upgrading network equipment, most Network Managers seek a trade-in on their old devices. Although not mandatory, this option is highly desirable.

### **A12. Warranty**

Warranties are important to our members and are considered with any major equipment or security solution purchase. Respondent shall provide length and coverage terms and conditions of warranty for large capital equipment or system installations as well as for small equipment and supplies. The Respondent may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the members.

### **A13. Acquisition, Merge, Sale and/or Transfer of Business, Etc.**

It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his or her interest(s) to another party all obligations are transferred to that new party. In this event, the new owner(s) shall be required to submit, all mandatory documentation as required by State law. HCESC and its member districts secure the right to terminate the contract, in such instances, in its/their sole discretion.

**If during the course of this contract, the Contractor acquires products or companies, proof of acquisition must be submitted for approval and inclusion in the contract.**

### **A14. Internet/E-Commerce Site**

To encourage and facilitate high usage of the Agreement, the Respondent should make available an e-commerce website dedicated to the HCESC Agreement. The website should remain up to date and include (but not be limited to) products, current prices, product specs, quoting capability, online ordering, shipment, tracking and payment. Orders created via this avenue MUST require PO number of member district.

## **A. REQUIREMENTS AND CONDITIONS continued**

### **A15. Price List**

The Respondent is required to provide as a submittal the current price list or catalog in written form or electronically. After the award the successful Respondent will be required to supply as many catalogs and/or price sheets as requested by the members at no cost.

### **A16. Corrective Action**

If the HCESC, in conjunction with its affected member district, determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of the contract or the vendor has failed to provide in any manner the work or services agreed to herein, and if the HCESC, in conjunction with its affected member district, deems said breach to warrant corrective action, the following sequential procedures will apply:

**A16.1.** HCESC, in conjunction with its affected member district, will notify the vendor in writing of the nature of the breach.

**A16.2.** Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the HCESC, in conjunction with its affected member district, specifies in writing an extension in the number of days to complete the corrective actions.

**A16.3.** HCESC, in conjunction with its affected member, will notify the Contractor in writing of its determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the discretion of HCESC in conjunction with its affected member district.

In the event that the vendor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by HCESC, in conjunction with its affected member district, to be insufficient, HCESC may commence termination of this contract.

### **A17. Termination**

**Default-Non-Performance** of the Contractor shall be a basis for termination of the contract by HCESC. HCESC may terminate the contract upon thirty (30) days written notice to the Contractor. HCESC and its member districts shall not pay for any services and/or materials that are unsatisfactory. The Contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**A17.1 Unconditional Termination for Convenience.** HCESC may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**A17.2 Termination for Default.** If the Contractor fails to meet deadlines, or fails to provide the agreed upon services and/or materials altogether, a termination for default will be issued, but only after HCESC has determined the contractor has failed to remedy the problem after being forewarned.

**A17.3 Poor Performance** may be a cause of elimination from future bidding with HCESC.



## **A. REQUIREMENTS AND CONDITIONS continued**

### **A18. Business Registration Certificate**

P.L.2004, c.57 amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a public contracting agency. A business registration certificate is **required prior to the issuance of the contract**. This certificate can be obtained from the NJ Department of Treasury. **This must be submitted within seven (7) days after receipt of notification of intent to award**. The Contractor must also include a copy of the Distributor or Subcontractor's New Jersey Business Registration Certificate or provide proof of its Business Registration status within seven (7) days after receipt of notification of intent to award. More information regarding this certificate can be viewed at [http://www.state.nj.us/dca/lgs/faqs/busregis/business\\_registration\\_faq.html](http://www.state.nj.us/dca/lgs/faqs/busregis/business_registration_faq.html).

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all Subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract: 1) The Contractor shall provide written notice to its Subcontractors to submit proof of business registration to the Contractor: 2) prior to receipt of final payment from a contracting agency, a Contractor must submit to the contracting agency an accurate list of all Subcontractors or attest that none was used: 3) during the term of this contract, the Contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Contractor, Distributor or Subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling 609-292-9292.

### **A19. Affirmative Action**

No Firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, c.127, as amended from time to time and the Americans with Disabilities Act.

#### **A19.1. Procurement, Professional and Service Contracts**

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following:

**A19.1a.** A photocopy of their Federal Letter of Affirmative Action Plan Approval, or

**A19.1b.** A photocopy of their Certificate of Employee Information Report, or  
A completed Affirmative Action Employee Information Report (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_compliance](http://www.state.nj.us/treasury/contract_compliance)) along with a copy of proof of payment.

### **A20. Failure to Enter into Contract**

Should the Respondent, to whom the contract is awarded, fail to enter into the terms and conditions of the RFP within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another

### **A21. Interpretations and Addenda**

The Respondent understands and agrees that its proposal is submitted on the basis of the specifications prepared by HCESC. The Respondent accepts the obligation to become familiar with these specifications.

## **A. REQUIREMENTS AND CONDITIONS continued**

Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing. In the event the Respondent fails to notify HCESC of such ambiguities, errors or omissions, the Respondent shall be bound by the RFP.

No oral interpretation of the meaning of the specifications will be made to any Respondent. Every request for an interpretation shall be in writing. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with the Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Respondent in the RFP. HCESC's interpretations or corrections thereof shall be final.

### **A22. Criminal History (NJSA 18A:6-7.1)**

Contractor/Distributor/Subcontractor certifies under penalty of perjury that he/she has not been convicted in New Jersey or any other state or jurisdiction of any crime or disorderly person's offense involving sexual offenses, child molestation, or endangering the welfare of children or incompetents.

Contractor/Distributor/Subcontractor is required, if/when applicable, to submit proof of Criminal History Approval from the State of New Jersey. HCESC and its member districts shall keep a copy of said approval on file for the life of the relationship by logging onto [www.bioapplicant.com/nj](http://www.bioapplicant.com/nj).

### **A23. Political Contributions Disclosure - Requirements**

Pursuant to N.J.A.C. 6A:23A-6.3 (al-4) please note the following:

#### **Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a2)**

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et, seq.) to a member of the board of education during the preceding one year period."

#### **Contributions during Term of Contract -- Prohibited -- N.J.A.C. 6A:23A-6.3 (a2, 3)**

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district is prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall deem to be a contribution by the business entity."

#### **Chapter 271 Political Contribution Disclosure Form -- Required -- N.J.A.C. 6A:23A-6.3 (a4)**

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. This Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

## **B. PROPOSAL REQUIREMENTS**

Respondents are required to respond to all requests identified in this RFP and indicate their acceptance or objection to the terms of the RFP. Any exceptions to the terms and conditions must be clearly indicated in responses to this proposal. In addition, all items listed in "B. Proposal Requirements" must be fully explained.

## **B. PROPOSAL REQUIREMENTS continued**

### **B1. Corporate Overview**

Respondents must provide a company history and financial statement. The Respondent must have been in business for at least five (5) continuous years. The statement shall set forth brief details of the firm's principal activities.

### **B2. Primary Account Representative(s)**

This should consist of a concise non-technical summary providing a management overview of the proposal that outlines the Respondents approach to meeting HCESC's requirements. This should include the customer support structure as well as reporting requirements.

### **B3. Quality Assurance**

Provide a detailed Quality Assurance Plan that identifies the methods by which the Respondent shall assure timely delivery of quotes, ordering, delivery, returns, damages, warranty service requests, technical support and follow up services - in essence - the customer support structure proposed.

### **B4. Discount Structure**

This portion of your response should include your full suite of manufacturer's products and services, including software, maintenance, training and installation/configuration support that are available and listed on the Manufacturer's pricelist as well as the discount(s) offered. Discounts must be clearly defined. If Respondent is planning to use Distributors/Subcontractors, describe how or if they can provide any additional incremental discounts above manufacturer's proposed contract pricing, for example, large single orders for all products and maintenance services.

### **B5. Value Added Service**

Provide a detailed outline of services being offered such as trade-ins, leasing, life cycle management options, etc.

### **B6. Distributor/Subcontractor Distribution (if applicable)**

Respondents that plan to Partner with Distributors/Subcontractors need to provide the structure and relationship. Include the following:

- B5.1.** Number of Partners and geographic coverage of the region.
- B5.2.** How Partners are selected.
- B5.3.** Partner development, training and communication.
- B5.4.** Product and Service Specialization
- B5.5.** Willingness of Partners to market and aggressively support the resulting Agreement.

### **B7. Marketing**

Awarded Respondents are STRONGLY ENCOURAGED to market this contract. Detail the proposed communication plan to inform the current and prospective members of the contract both from the start-up perspective and on an on-going basis.

## **C. EVALUATION, REVIEW and SELECTION PROCESS**

An Evaluation Committee appointed by the HCESC will perform the evaluation of proposals. During this time, the Committee may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Proposals will be reviewed for compliance with the requirements stated within the RFP specifications. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection. Discussions SHALL NOT be initiated by the Respondents.

## **C. EVALUATION, REVIEW and SELECTION PROCESS continued**

After review of the Evaluation Committee Report, the HCESC will award a Master Price Agreement to the Respondent(s) as deemed most advantageous, taking into consideration the evaluation factors set forth in this document. Criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent(s).

### **Evaluation Factors**

#### **C1. Corporate Overview**

Response will be evaluated based on the following criteria:

**C1.1.** Personnel - Existing channel partner mix and capabilities, including specific networking equipment, product and service specialization that would support the Master Price Agreement and maintain strict oversight and accountability.

**C1.2.** Organization - Assessment of the adequacy of the Respondent's organization to implement and support the Master Price Agreement.

**C1.3.** Certifications - Assessment of the adequacy and diversity of the Respondent's personnel including Distributors/Subcontractors.

#### **C2. Products and Services Overview**

Response will be evaluated based on the following criteria:

**C2.1.** Full range of networking equipment (including but not limited to Unified Communications/VOIP, Security, Video and Data), enterprise-wide networking infrastructure solutions and all related maintenance services. Quality of proposed product line including configuration flexibility.

**C2.2.** Broad range of value-added service.

**C2.3.** Pricing/discount structure that provides lower overall cost.

#### **C3. Contract Administration**

Response will be evaluated based on the following criteria:

**C3.1.** An assessment of the adequacy of the Respondents proposed organization to support the Master Price Agreement as well as details in place necessary to maintain strict oversight and accountability of partners.

**C3.2.** Knowledge and experience of proposed primary account representative as it pertains to customer service and satisfaction, technical support as well as reports and commission.

**C3.3.** Complaint Resolution - Assessment of the adequacy of the problem escalation procedures.

#### **C4. Subcontractors/Resellers (if applicable)**

Response will be evaluated based on the following criteria:

**C4.1.** Existing partner mix and capabilities including specific networking equipment, product and service specialization that would be made available to our members.

## **C. EVALUATION, REVIEW and SELECTION PROCESS continued**

### **C5. Marketing**

Response will be evaluated based on the following criteria:

**C5.1.** Respondent/Subcontractor/Reseller's commitment, quality, efficiency and thoroughness of rollout plan as well as approach to provide on-going marketing support.

**C5.2.** Quality, efficiency and thoroughness of product marketing literature.

**C5.3.** Internet/E-Commerce Site - ease of use and overall quality of the proposed web site.

**This Form must be included with bid submission**

**Exhibit A**

**EEO/Affirmative Action Compliance Notice  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
Goods, Professional Service and General Service Contracts**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Hunterdon County Educational Services Commission and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the HCESC files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the HCESC, **within seven (7) days after receipt of notification of intent to award**, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?**

Yes\_\_\_\_\_ No\_\_\_\_\_

**If yes, please submit a photostatic copy of such approval.**

2. A certificate of Employee Information Report (hereafter "Certificate), issued in accordance with N.J.A.D. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the HCESC as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**

Yes\_\_\_\_\_ No\_\_\_\_\_

**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150 fee and forward a copy of the Form to the HCESC **along with proof of payment to the State**. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulation. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27.

Company\_\_\_\_\_ Signature\_\_\_\_\_

Print Name\_\_\_\_\_ Title\_\_\_\_\_

Date\_\_\_\_\_

MANDATORY AFFIRMATIVE ACTION LANGUAGE

N.J.S.A. 10:5-31 et seq., (P.L. 1975, C. 127)

N.J.A.C. 17:27

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

## **AFFIRMATIVE ACTION LANGUAGE continued**

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- 1-Letter of Federal Affirmative Action Plan Approval
- 2-Certificate of employee Information Report
- 3-Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_complicance](http://www.state.nj.us/treasury/contract_complicance)).

Agency Name\_\_\_\_\_

Signature\_\_\_\_\_

Print Name\_\_\_\_\_ Date\_\_\_\_\_



**This Form Must Accompany Bid Submission**  
**Exhibit B**

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that \_\_\_\_\_ (Business Entity) has made the following **reportable** political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

**Reportable Contributions**

<b><u>Date of Contribution</u></b>	<b><u>Amount of Contribution</u></b>	<b><u>Name of Recipient Elected Official/ Committee/Candidate</u></b>	<b><u>Name of Contributor</u></b>

The Business Entity may attach additional pages if needed.

---

☐ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that \_\_\_\_\_ (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent \_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

Business Entity \_\_\_\_\_

**This Form Must Accompany Bid**  
**Exhibit C**

**NON COLLUSION AFFIDAVIT**

STATE OF NEW JERSEY  
COUNTY OF \_\_\_\_\_

ss:

I, \_\_\_\_\_ of the City of \_\_\_\_\_  
in the County of \_\_\_\_\_ and the State of \_\_\_\_\_ of full age, being  
duly sworn according to law on my oath depose and say that:

I am \_\_\_\_\_  
Of the firm of \_\_\_\_\_  
The bidder making the Proposal of the above named project, and that I executed the said proposal  
with full authority so to do; that said bidder has not, directly or indirectly entered into any agreement, participated  
in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the  
above named project; and that all statements contained in said proposal and in this affidavit are true and correct,  
made with full knowledge that the Hunterdon County Educational Services Commission relies upon the truth of  
the statements contained in said Proposal and in the statements contained in this affidavit in awarding the contract  
for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except  
bona fide employees or bona fide established commercial or selling agencies maintained by

\_\_\_\_\_  
(N.J.S.A. 52:34-15)

Name of Contractor

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Type or Print Name of Bidder

Subscribed and sworn to before me  
This day of \_\_\_\_\_

\_\_\_\_\_  
Seal Notary Public

My Commission expires \_\_\_\_\_ 20\_\_\_\_

**This Form Must Accompany Bid**  
**Exhibit D**

**Bidder's Acknowledgement of receipt of addenda to bid documents**

The undersigned Bidder hereby acknowledges receipt of the following Notices, Revisions, and/or Addenda to the bid advertisement, specifications and bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the Notice, Revision or Addendum. Note that the Commission's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<u>Reference Number or Title of Addendum/Revision/Notice</u>	<u>How Received (mail, fax, pick-up, Etc.)</u>	<u>Date Received</u>

**Acknowledgement by Bidder:**

Name of Bidder: \_\_\_\_\_

By Authorized Representative:

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Date: \_\_\_\_\_

Stockholder Disclosure Certification  
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

\_\_\_\_\_ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

\_\_\_\_\_ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

☐ Partnership
 ☐ Corporation
 ☐ Sole Proprietorship  
☐ Limited Partnership
 ☐ Limited Liability Partnership
 ☐ Limited Liability Corporation  
☐ Subchapter S Corporation
 ☐ Other \_\_\_\_\_

Date Incorporated: \_\_\_\_\_ Where Incorporated: \_\_\_\_\_

Street Address	City	State	Zip
Telephone #	Fax #	Email	

Name	Home Address
Name	Home Address
Name	Home Address

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

**This Form Must Accompany Bid Submission**  
**Bidders Checklist**

<u>Required w/Bid</u> <u>w/Bid</u>		<u>Submitted</u>
<u>XXX</u>	Stockholders Disclosure Certification (Exhibit E)	_____
<u>XXX</u>	Non-Collusion Affidavit (Exhibit C)	_____
<u>XXX</u>	Bid Proposal Forms (Exhibit F)	_____
_____	Business Registration Certificate(s) <u>Required Prior to the Issuance of a Contract within 7 Days as well as its approved Distributors &amp; Subcontractors if applicable (A18)</u>	_____
<u>XXX</u>	Bidder's Acknowledgement of Receipt of Addenda (to be completed if addenda are issued) (Exhibit D)	_____
<u>XXX</u>	Required Evidence EEO/Affirmative Action Regulations Questionnaire (Exhibit A)	_____
_____	Affirmative Action Certificate or Copy of Completed AA302 together with Proof of Payment. <u>Required Prior to the Issuance of a Contract within 7 Days (A19)</u>	_____
_____	Certificate(s) of Insurance Demonstrating Required Workers Compensation, Employers Liability, General Liability and Automobile Coverage <u>Required Prior to the Issuance of a Contract Naming HCESC as Additional Insured Within 7 Days (A9)</u>	_____
<u>XXX</u>	Political Contribution Disclosure Form (A23 & Exhibit B)	_____
<u>XXX</u>	Current Price List or Catalog (A15)	_____
<u>May be Required by Individual Districts (Owner) Prior to Commencing Projects.</u>		
<u>XXX</u>	Business Registration Certificate(s) (A1)	
<u>XXX</u>	Insurance Certificate (A7)	
<u>XXX</u>	W-9 Form (A20)	

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Americans with Disabilities Act of 1990  
Equal Opportunity for Individuals with Disability

The Contractor and the Owner, do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities is all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to it grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with the full and complete particulars of the claim. If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the owner shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

**This Form Must Accompany Bid**  
**Exhibit F**  
**Hunterdon County Educational Services Commission**

**Manufacturer of Converged Networking Equipment (including but not limited to Unified Communications/VoIP, Security, Video and Data Networking Solutions #TEC-06-RFP**  
**Proposal Sheet**

**August 16, 2012 through August 15, 2014**

- I. That this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- II. That no member of the Board nor any officer or employee or person whose salary is payable in whole or part from the Treasurer of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it is related or in any portion of the profits thereof.
- III. That said bidder has carefully examined and understands that the requirements and conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- IV. That the Stockholder Owner Certifications is completed for this bid. Said bidder complies with the requirements N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
- V. The undersigned hereby acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if any contract is awarded through this Call for Bids process.
- VI. The undersigned hereby acknowledges that they will work with HCESC and its member districts to ensure satisfactory completion of any and all projects and deliverables.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Name (Print): \_\_\_\_\_ Title: \_\_\_\_\_

Phone # & Ext.: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Title of Authorized Agent: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email Address: \_\_\_\_\_

**This Form Must Accompany Bid**  
**Exhibit F**  
**Hunterdon County Educational Services Commission**

**Manufacturer of Converged Networking Equipment (including but not limited to Unified Communications/VoIP, Security, Video and Data Networking Solutions #TEC-06-RFP**  
**Proposal Sheet continued**

**August 16, 2012 through August 15, 2014**

Company Name: \_\_\_\_\_

Signature of Authorized Agent: \_\_\_\_\_

Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

Title of Authorized Agent: \_\_\_\_\_

**The awarded Respondent(s) must rebate back to the HCESC .5% of the contract sale as a cost of doing business.**

\_\_\_\_\_ WILLING to provide the item(s) herein bid upon to other agencies (members) in System 34HUNCCP-HCESC Cooperative Purchasing, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by HCESC that no additional service or delivery charges will be levied except as permitted by these specifications.

\_\_\_\_\_ NOT WILLING to extend prices to Other Agencies (members) as described. It is understood that this will not adversely affect consideration of this bid with respect to the needs of HCESC (Lead Agency). In keeping with HCESC's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration.

Exceptions: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

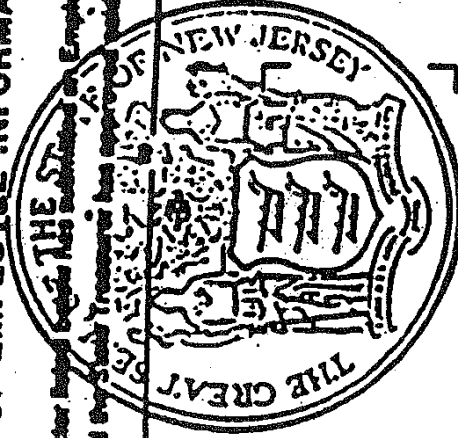


**VOID**

Certification

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 of 2004, and the State Treasurer has approved said report. This approval will remain in effect for the period of \_\_\_\_\_.



*Dayla C. Buehler*  
State Treasurer

**VOID**

10/08/04

Taxpayer Identification#

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.

If you have any questions or require more information, please call our Registration Hotline at (609) 292-1100.

Wish you continued success in your business endeavors.

*John E. Tully*  
John E. Tully, CPA  
Acting Director

STATE OF NEW JERSEY  
BUSINESS REGISTRATION CERTIFICATE

TAXPAYER NAME: \_\_\_\_\_ TRADE NAME: \_\_\_\_\_

TAXPAYER IDENTIFICATION# \_\_\_\_\_ SEQUENCE NUMBER \_\_\_\_\_

ADDRESS: \_\_\_\_\_ ISSUANCE DATE: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

FORM-BRC(08-01)

This certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

DEPARTMENT OF TREASURY/  
DIVISION OF REVENUE  
P.O. BOX 282  
TRENTON, NJ 08646-0282

*John E. Tully*  
Acting Director

Sample



# **Cisco Systems, Inc. Supplemental Response to Request for Proposal**

**Hunterdon County Educational Service Commission  
(HCESC)  
Manufacturer of Converged Networking Equipment**

**RFP #TEC-06-RFP**

**August 6, 2012**





**Cisco Systems, Inc. Response to  
Request for Hunterdon County Educational  
Service Commission (HCESC)**

**Manufacturer of Converged Networking  
Equipment**

**RFP #TEC-06-RFP**

**July 11, 2012**

**Cisco Systems, Inc.  
170 West Tasman Drive  
San Jose, CA 95134**

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### **Legal Disclaimer**

Thank you for the opportunity to submit this non-binding (other than pricing for now-available products listed in our quotes) proposal for your consideration. Please note that this proposal may include proprietary, confidential, and/or trade secret information which, if included, will be clearly marked as such in the proposal. Any information that Cisco considers to be a trade secret will not be subject to disclosure under any public records act.



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## Trademarks

Every effort has been made to identify trademark information in the accompanying text. However, this information may unintentionally have been omitted in referencing particular products. Product names that are not so noted may also be trademarks of their respective manufacturers.

Cisco is a registered trademark of Cisco Systems, Inc.

The Cisco logo is a registered trademark of Cisco Systems, Inc.

SMARTnet is a registered trademark of Cisco Systems, Inc.

## Table of Contents

A. REQUIREMENTS AND CONDITIONS .....	1
B. PROPOSAL REQUIREMENTS.....	18
C. EVALUATION, REVIEW and SELECTION PROCESS.....	32
Attachments .....	1

## List of Tables

Table 1. Minimum Firm Product Discount (Equipment/Software) .....	21
Table 2. Minimum Firm Manufacturer Backed Maintenance Discount.....	22
Table 3. Minimum Manufacturer Backed Professional Services Discount.....	22
Table 4. Limited Reseller Professional Services Discounts .....	22

## List of Attachments

Attachment 1, Exhibit A	
Attachment 2, Exhibit B	
Attachment 3, Exhibit C	
Attachment 4, Exhibit D	
Attachment 5, Exhibit E	
Attachment 6, Exhibit F	
Attachment 7, Bidder's Checklist	
Attachment 8, 2009 NJ AA Certification.pdf	
Attachment 9, Business Registration Certificate.docx	
Attachment 10, Cisco 90-Day Limited Hardware Warranty Terms.pdf	
Attachment 11, End User License Agreement.pdf	
Electronic Price Lists (Flash Drive only)	
HCESC GPL US Availability July 2012.zip	
Service Price List July 2012.zip	
Basic_Maintenance July 2012.xlsx	



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## A. REQUIREMENTS AND CONDITIONS

### **A1. General Requirements**

Unless the equipment is leased, it is owned by the entity that purchases it.

Material Data Safety Sheets as required by the U.S. Department of Labor, OSHA, shall be supplied when applicable with each individual shipment of goods.

The Respondent agrees that if the proposal is awarded to him, the Respondent must submit a written request to add Distributors and/or Subcontractors to its contract. The request must be on company letterhead, be signed by a company representative and include a list of all Distributors and Subcontractors that are requested to be added to the contract. The request must include specifically the products and/or services the reseller and/or subcontractor will provide under the contract. The Respondent must also include a copy of the Distributor or Subcontractor's New Jersey Business Registration Certificate or provide proof of its Business Registration status.

**Any deviation from the specifications must be accompanied by a complete explanation and written documentation.**

No Respondent may withdraw a proposal for a period of ninety (90) days after the date set for opening, nor may a respondent set a sooner expiration date other than stipulated herein.

#### **Cisco Response:**

Add the following in place of the third paragraph:

Subject to HCESC's approval which shall not be unreasonably withheld, resellers may be added at any time during the term of this contract at the sole discretion of Cisco, with no set maximum number of resellers who may be used. Cisco, in its sole discretion, is not required to add and may delete upon thirty (30) days written notice any reseller who does not meet Cisco's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation. Authorized resellers may, to the extent authorized by Cisco, fulfill any of the requirements of the contract including but not limited to providing Products and Services under this contract at the prices provided in the contract and billing purchasers directly for those Products and Services. Notwithstanding the foregoing. Authorized resellers do not have the authority to amend the contract or to bind Cisco to any additional terms and conditions.

The name, address and approved contract number for Cisco-approved resellers shall be separately set forth at the Contractor's website, as amended by Cisco during the term of this contract including any applicable technical certifications or general





limitations (e.g., geographic) or Cisco qualifying criteria as applicable (qualifying criteria).

## **A2. Price and Contract**

The contract shall be for a term of two (2) years, effective August 16, 2012 through August 15, 2014 with the option of one - two (2) year renewal or with the option to renew until new proposals are received and awarded. Continuation of the terms of this contract beyond the fiscal year is contingent on the availability of funds in the following year's budget.

## **HCESC requests that bidders only respond if they are able to offer prices lower than what they ordinarily offer on separate, single school district contracts.**

HCESC and its members are exempt from New Jersey sales tax and an exemption certificate is unnecessary in accordance with the law. Therefore, no New Jersey sales tax shall be included in the proposal price.

Notification of award will establish the RFP documents as the formal contract.

## **Cisco Response:**

Please add the following to the first paragraph:

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

No penalty shall accrue to HCESC and its members in the event that this section shall be exercised. However, this section shall not be construed to permit HCESC to terminate the contract, or a purchaser to terminate its order(s) as to the period for which appropriations were made and available or as to any future period in order to acquire similar Products and Services from a third party.

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

## **A3. Current Production Items**

The successful Respondent certifies and warrants that only new current production items, software and firmware versions will be supplied and is free from defects in content and materials. No used, remanufactured or discontinued items or outdated software or firmware versions are



acceptable. The Respondent is cautioned that surplus, seconds, factory rejects, closeout or distressed items are not acceptable, and if furnished, will be rejected.

**Cisco Response:**

Cisco takes exception to A.3, which states that Respondent must certify and warrant that the items, software and firmware will be free from defects in content and materials. Cisco warrants that its products and services will be provided in accordance with the warranty provisions set forth in Cisco's standard warranty terms (attached).

Cisco is supplying new current production items on this contract. It should be noted that if replacement parts or advance replacement parts are needed under warranty or SMARTnet support, those replacement parts provided to you might be new or functionally equivalent to new, at Cisco's discretion; and Cisco certifies the parts as functional at the same level as new. This is an industry standard practice. In general, for newer products, Cisco is more likely to provide new parts. However, as products mature, Cisco establishes repair facilities to provide replacement parts.

**A4. Delivery**

All Products shall be shipped F.O.B. destination. Delivery must be made within thirty (30) days of receipt of the purchase order or as specified in the purchase order. Deliveries are to be made to the inside of the building and should be made between 8:30 A.M and 3:30 P.M, Monday through Friday.

In the event of a back-order situation, the purchasing district will be notified, who reserves the right to determine the amount of time the vendor will be allowed to make delivery of the back-order. The purchasing district reserves the right to cancel from the contract any back-ordered items which cannot be supplied prior to an agreed upon delivery date.

The Contractor, Distributor or Subcontractor agrees to pay for return shipment on goods that arrive in a defective or inoperable condition and will arrange for return shipment of damaged goods.

**Cisco Response:**

Replace second paragraph with the following:

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



delays in lead-times. Notwithstanding the foregoing, at any time when Customer states “expedite” on a purchase order or otherwise communicates to Cisco that a purchase order is to be expedited, Cisco shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

Add the following to the third paragraphs:

Goods that are defective or inoperable will be addressed in accordance with Cisco's standard warranty terms.

Acceptance by purchaser shall be deemed to have occurred upon delivery of the applicable Products to the applicable purchaser. Title and risk of loss shall pass to purchaser upon delivery.

All sales are final. Except as provided in Cisco’s standard warranty terms, Cisco only permits the return of unopened Products due to Cisco’s shipping or order processing error, or damage in transit. No other returns are authorized under this contract. If errors or damage are discovered after Products have been opened, such Products will be repaired or replaced under Cisco’s standard warranty.

Warranty returns will not be subject to any restocking charges.

#### **A5. Payment**

Payment will be the responsibility of the individual districts purchasing, pursuant to the contract. Billing must be separate from the packing lists. Payment will be made based on the satisfactory completion of the contract as determined by the district administrator. Payment will be made after a signed voucher and invoice has been received and formally approved by district's board of directors at its subsequent regular meeting.

#### **Cisco Response:**

Per our discussion, Cisco proposes replacing A5 in its entirety with the following:

“Payment will be the responsibility of the individual districts purchasing, pursuant to the contract. Billing must be separate from the packing lists. Payment will be made after a signed voucher and invoice has been received and formally approved by district's board of directors at its subsequent regular meeting. Each member’s board of directors will make best efforts to formally approve the invoice(s) in a timely manner. Payment term is NET 30. It is agreed that Cisco reserves the right to charge interest on late payments in accordance with the time frame specified in the State of New Jersey Prompt Payment Statute.

#### **A6. Third Party Distributors/Subcontractors**

In the event that the Respondent chooses to subcontract any service or delivery of the products under the terms herein, the Respondent shall fully warrant prompt performance of the Distributor or Subcontractor in a fully complete, workmanlike manner customary to the trade.

Distributors and Subcontractors, if used, must be informed by the Respondent of the scope and limitations of the awarded proposal in order to remain compliant and market the award.



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Distributors and Subcontractors may be added or withdrawn throughout the course of the contract.

**Failure by a Distributor/Subcontractor to perform as noted in the specifications shall not relieve the Respondent of its obligations to make complete timely delivery of products, supplies, service, reports, commission or any other requirements outlined in this document.**

**Cisco Response:**

Cisco must take exception to the first paragraph because of its vagueness.

Delete first paragraph.

Please expand the second paragraph as follows:

Add "Cisco reserves the right to add or delete Authorized Subcontractors as necessary. Selection as an Authorized Subcontractor does not entitle any Subcontractor to bind Cisco to any additional terms and conditions." to the second paragraph.

**A 7. Reports and Fee**

**The awarded Respondent(s) must rebate back to the HCESC .5% of the contract sale as a cost of doing business.** This administrative fee shall be incorporated into all prices bid in this submission. Quarterly payments as well as user reports will be made based on orders received and are due within 30 days of quarters end and made payable to the Hunterdon County Educational Services Commission and sent to the attention of the Purchasing Manager. The quarterly reports must contain the following information; 1-name of Respondent/Distributor/Subcontractor, whichever applies, 2- name of purchasing district, 3- date of purchase, 4- PO number and 5-total dollar amount on each purchase placed through the awarded contract and emailed to [dpirozzi@hcesc.com](mailto:dpirozzi@hcesc.com). Reports as well as the .5% commission are due by the 30<sup>th</sup> of April, July, October, & January of each year, covering the full contract.

**Respondent's failure to submit either the reports or the commission when due shall constitute grounds for HCESC's termination of the Agreement. Respondent shall remain liable for all commission owing up to and including the time the Agreement has been terminated by HCESC.**

**Cisco Response:**

First paragraph, third sentence and final sentence: Due to the number of resellers involved, more than 30 days are needed to compile reports and process the administrative fees.

We respectfully request the following changes:

"30 days" to "60 days."

"30th of April, July, October, & January" to "30th of May, August, November, & the 28th of February"

Insert the following at the end of the first paragraph:

Although the quarterly sales reports will not be due until sixty (60) days after each calendar year quarter, Contractor will make commercially reasonable efforts to submit an abbreviated preliminary report specifically for the second calendar quarter ("Q2") by July 25<sup>th</sup>, noting which Resellers or Subcontractors are included and which are not included in that preliminary report. The purpose of this preliminary report is to assist HCESC with its year-end bookkeeping activities. Contractor will provide the complete and final Q2 sales report by August 30<sup>th</sup> as set forth above.

**A 8. Indemnity/Hold Harmless**

Contractor agrees to indemnify, hold harmless, and defend HCESC, its agents, employees, officers, directors and members from any and all claims, costs and expenses, including attorney's fees, that HCESC or its members may pay or become obligated to pay, on account of any, all, and every demand or claim or assertion of liability arising, or alleged to have arisen out of (1) Contractor's breach of contract, (2) the negligent or deliberate acts and/or omissions of Contractor or its agents, employees, officers, or directors, (3) bodily injury to or damage to property of any person, including the Contractor or Contractor's Distributors or Subcontractors' employees, arising out of performance of any work hereunder, including Contractor's use of HCESC or its members premises or equipment.

**Cisco Response:**

Cisco takes exception to the wording of A.8 and offers the following as a replacement for this subsection:

**General Indemnity**

Each party shall defend, indemnify and hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), including without limitation, those based on contract or tort, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of the indemnifying party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. In the event that the indemnified party's or a third party's negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the indemnifying party hereunder, the damages and expenses (including, without limitation, reasonable attorneys' fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the indemnifying party and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and

assigns of any of them, and the liability of the indemnifying party shall be proportionately reduced."

The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit or proceeding for which the indemnifying party is obligated under this Section, cooperating with, assisting and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit or proceeding.

### Patent and Copyright Infringement Indemnity

**Claims.** Contractor will defend any claim against HCESC or its members that a product delivered under the Agreement infringes third party patents or copyrights (Infringement Claim) and will indemnify HCESC and its members against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an Infringement Claim, provided that the indemnified party (a) promptly notifies Contractor in writing of the Infringement Claim; and (b) cooperates with Contractor in the defense of the Infringement Claim, and grants Contractor full and exclusive control of the defense and settlement of the Infringement Claim and any subsequent appeal.

**Additional Remedies.** If an Infringement Claim is made or appears likely, Customer agrees to permit Contractor to procure for Customer the right to continue using the Product, or to replace or modify the Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then Customer will return the Product and Contractor will refund Customers remaining net book value of the Product calculated according to generally accepted accounting principles.

**Exclusions.** Contractor has no obligation for any Infringement Claim based on:

- a. compliance with any designs, specifications, or instructions provided by Customer or a third party on Customers behalf;
- b. modification of a Product by Customer or a third party;
- c. the amount or duration of use which Customer makes of the Product, revenue earned by Customer from services it provides that use the Product, or services offered by Customer to external or internal customers; or
- d. combination, operation, or use of a Product with non-Cisco products, software or business processes.

**Sole and Exclusive Remedy.** This Section A.8 states Contractor's entire obligation and Customers exclusive remedy regarding any claims for intellectual property infringement.



### Limitation of Liability.

CONTRACTOR'S TOTAL AGGREGATE LIABILITY IS LIMITED TO THE MONEY PAID TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT FIRST GAVE RISE TO SUCH LIABILITY.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE FOR ANY: (A) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES; (B) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; OR (C) LOST OR DAMAGED DATA. IN THIS PARAGRAPH, LOSS INCLUDES ALL KINDS OF LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES, FINES, COSTS, CHARGES, FEES OR OTHER LIABILITY. □

□ REFERS TO ANY

## LIABILITY

□ INCLUDES LIABILITIES

(INCLUDING NEGLIGENCE), UNDER ANY INDEMNITY, STRICT LIABILITY, OR OTHERWISE, IN EACH CASE EVEN IF CONTRACTOR HAS BEEN INFORMED OF THE POSSIBILITY OF THAT LIABILITY.

NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR: (A) BODILY INJURY OR DEATH RESULTING DIRECTLY FROM THE NEGLIGENCE OF THE OTHER PARTY; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) A BREACH OF CONFIDENTIALITY OBLIGATIONS; OR (D) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW;

## A9. Insurance

Contractor/Distributor/Subcontractor will provide and maintain the following insurance, which will be primary to any insurance carried by HCESC or its members and proof provided within seven (7) days notice of intent to award naming HCESC as additional insured.

**A9.1 Commercial General Liability insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this Agreement and including HCESC as an additional insured.**

**A9.2 Automobile Liability** insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Contractor's





obligations under the "Indemnity" clause of this Agreement and including HCESC as an additional insured.

**A9.3 Workers' Compensation and Employer's Liability insurance.**

**A9.4 Professional Liability insurance in limits of \$3,000,000 bodily injury and property damage each claim, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this agreement and including the HCESC as an additional insured.**

Contractor agrees to provide Certificates of Insurance to the HCESC for each line of coverage. Certificates shall require Contractor's insurer to provide HCESC thirty (30) days prior written notice of cancellation or material change in the policies and to waive the right of subrogation against HCESC and its members. Certificates will specify the contractual and additional insured requirements of paragraphs A9.1 through A9.4 above and will be mailed to the HCESC.

Members may require being named as additional insured, depending on the project. Certificates are to be forwarded upon request.

**Cisco Response:**

Cisco takes exception to the wording of A.9 and offers the following redline text as a replacement for this subsection:

Contractor/Distributor/Subcontractor will provide and maintain the following insurance, which will be primary to any insurance carried by HCESC or its members **with respect to liability assumed by Contractor/Distributor/Subcontractor under this Agreement**, and **proof provided within ten (10) business ~~seven (7)~~ days after notice of ~~intent to~~ award, naming HCESC as additional insured as specified below.**

**A9.1 Commercial General Liability insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence **and \$5,000,000 in the annual aggregate**, including contractual liability to cover Contractor's **insurable** obligations under the "Indemnity" clause of this Agreement and including HCESC as an additional **insured to the extent of Contractor's indemnity obligations under this Agreement.****

**A9.2 Automobile Liability insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Contractor's **insurable** obligations under the "Indemnity" clause of this Agreement **and including HCESC as an additional insured.****



**A9.3** Workers' Compensation as required by applicable law, and Employer's Liability insurance with limits of \$1,000,000.

~~**A9.4 Intentionally omitted.** Professional Liability insurance in limits of \$3,000,000 bodily injury and property damage each claim, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this agreement and including the HCESC as an additional insured.~~

Limits may be maintained in any combination of primary and excess insurance. Contractor agrees to provide Certificates of Insurance to the HCESC for each line of coverage. In the event of notice of cancellation, Contractor shall promptly replace insurance so that no lapse in coverage occurs. ~~Certificates shall require Contractor's insurer to provide HCESC thirty (30) days prior written notice of cancellation or material change in the policies and~~ To the extent permitted by law, Contractor shall require its insurers to waive the right of subrogation against HCESC and its members, but only to the extent of liabilities falling within Contractor's indemnity obligations under this Agreement. Certificates will specify the ~~contractual and~~ additional insured requirements of paragraphs ~~A9.1 through A9.4 above~~ and will be mailed to the HCESC.

Members may require being named as additional insured on the commercial general liability insurance, depending on the project. Certificates are to be forwarded upon request.

#### **A10. Leasing**

Lease financing is an allowable payment option under this contract and is an important tool for public sector, especially schools, during hard economic times. Terms and conditions shall be set forth in writing between the Owner and Contractor.

#### **Cisco Response:**

Read and Understood. Please see our response to Section B5 for additional information regarding lease/financing options available through Cisco Capital, a whole-owned subsidiary of Cisco Systems, Inc.

#### **A11. Trade-Ins**

When upgrading network equipment, most Network Managers seek a trade-in on their old devices. Although not mandatory, this option is highly desirable.

#### **Cisco Response:**

Read and Understood. Please see our response to Section B5 for additional information regarding Cisco's trade-in program.



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### **A 12. Warranty**

Warranties are important to our members and are considered with any major equipment or security solution purchase. Respondent shall provide length and coverage terms and conditions of warranty for large capital equipment or system installations as well as for small equipment and supplies. The Respondent may offer a warranty that clearly illustrates an improvement to the manufacturer's standard warranty and benefit to the members.

#### **Cisco Response:**

Cisco offers our Standard Warranty Terms and Conditions as defined in the attached "Cisco 90-Day Limited Hardware Warranty Terms.pdf"

### **A 13. Acquisition, Merge, Sale and/or Transfer of Business, Etc.**

It is understood by all parties that if, during the life of the contract, the Contractor disposes of his/her business concern by acquisition, merger, sale and/or transfer or by any means convey his or her interest(s) to another party all obligations are transferred to that new party. In this event, the new owner(s) shall be required to submit, all mandatory documentation as required by State law. HCESC and its member districts secure the right to terminate the contract, in such instances, in its/their sole discretion.

**If during the course of this contract, the Contractor acquires products or companies, proof of acquisition must be submitted for approval and inclusion in the contract.**

#### **Cisco Response:**

Read and Understood

### **A 14. Internet/E-Commerce Site**

To encourage and facilitate high usage of the Agreement, the Respondent should make available an e-commerce website dedicated to the HCESC Agreement. The website should remain up to date and include (but not be limited to) products, current prices, product specs, quoting capability, online ordering, shipment, tracking and payment. Orders created via this avenue MUST require PO number of member district.

#### **Cisco Response:**

For the new contract, Cisco will continue to provide a similar website as currently provided for the existing contract with HCESC, with the same look and feel and content. Given the complexity of Cisco Products and Services, Cisco cannot provide an online catalog with ordering capabilities. Authorized resellers will be responsible for working with purchasers to develop the necessary Bill of Materials to meet purchaser's requirements and place the order(s) accordingly for the customer.

### **A15. Price List**

The Respondent is required to provide as a submittal the current price list or catalog in written form or electronically. After the award the successful Respondent will be required to supply as many catalogs and/or price sheets as requested by the members at no cost.



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### **Cisco Response:**

Cisco will supply a current price list in electronic form. Post-award, members will have access to the electronic price list at no cost via the provided web site. Printed copies of the price list ("Catalog") are not available.

### **A16. Corrective Action**

If the HCESC, in conjunction with its affected member district, determines that a breach of contract has occurred, that is the Contractor has failed to comply with any terms or conditions of the contract or the vendor has failed to provide in any manner the work or services agreed to herein, and if the HCESC, in conjunction with its affected member district, deems said breach to warrant corrective action, the following sequential procedures will apply:

**A16.1.** HCESC, in conjunction with its affected member district, will notify the vendor in writing of the nature of the breach.

**A16.2.** Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response; unless the HCESC, in conjunction with its affected member district, specifies in writing an extension in the number of days to complete the corrective actions.

**A16.3.** HCESC, in conjunction with its affected member, will notify the Contractor in writing of its determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective plan shall be at the discretion of HCESC in conjunction with its affected member district.

In the event that the vendor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by HCESC, in conjunction with its affected member district, to be insufficient, HCESC may commence termination of this contract.

### **Cisco Response:**

**A16.2:**

Please replace A16.2 with the following:

If the alleged breach is related to Reseller or Subcontractor performance, the Reseller or Subcontractor shall respond in writing within five (5) business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the contract into compliance, which date shall not be more than ten (10) days from the date of the Reseller's or Subcontractor's response

unless HCESC, in conjunction with its affected member district, grants in writing an extension in the number of days to complete the corrective actions. If Reseller or Subcontractor does not respond in accordance within these timeframes, Contractor agrees to work with HCESC to resolve the issue. Depending on the alleged breach of contract related to Reseller's or Subcontractor's performance or non-performance, Contractor and HCESC jointly will determine the appropriate timetable for Contractor to successfully address or remediate the alleged breach with the Reseller or Subcontractor at issue.

If the alleged breach is solely related to Contractor's performance, Contractor shall respond in writing within ten (10) business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response unless the HCESC, in conjunction with its affected member district, grants in writing an extension in the number of days to complete the corrective actions. Depending on the alleged breach of contract, Contractor and HCESC jointly will determine the appropriate timetable for Contractor to successfully address or remediate the alleged breach.

A16.3: Replace A16.3 with the following:

HCESC, in conjunction with its affected member, will provide written notification to the vendor in writing of its determination as to the sufficiency of the corrective action plan. The determination of sufficiency of the corrective plan shall be at the discretion of HCESC in conjunction with its affected member district.

In the event that the vendor does not respond within the appropriate time with a corrective action plan, or the corrective action plan is determined by HCESC, in conjunction with its affected member district, to be insufficient, HCESC may commence termination of this contract.

### **A17. Termination**

Default-Non-Performance of the Contractor shall be a basis for termination of the contract by HCESC. HCESC may terminate the contract upon thirty (30) days written notice to the Contractor. HCESC and its member districts shall not pay for any services and/or materials that are unsatisfactory. The Contractor may be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**A17.1 Unconditional Termination for Convenience.** HCESC may terminate the resultant contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

**A17.2 Termination for Default.** If the Contractor fails to meet deadlines, or fails to provide the agreed upon services and/or materials altogether, a termination for default will be issued, but only after HCESC has determined the contractor has failed to remedy the problem after being forewarned.

**A17.3 Poor Performance** may be a cause of elimination from future bidding with HCESC.

### **Cisco Response:**

#### **A17**

Please change “thirty (30) days” to “sixty (60) days” to allow time to address HCESC concerns.

The second sentence is too vague. Delete second sentence “HCESC and its member districts shall not pay for any services and/or materials that are unsatisfactory.”

#### **A17.2**

We respectfully request that “deadlines” be replaced with “material deadlines”

We respectfully request that “in writing” be added to the end of the sentence.

### **A18. Business Registration Certificate**

P.L.2004, c.57 amends and supplements the business registration provisions of N.J.S.A. 52:32-44 which impose certain requirements upon a business competing for, or entering into a contract with a public contracting agency. A business registration certificate is **required prior to the issuance of the contract**. This certificate can be obtained from the NJ Department of Treasury. **This must be submitted within seven (7) days after receipt of notification of intent to award.** The Contractor must also include a copy of the Distributor or Subcontractor’s New Jersey Business Registration Certificate or provide proof of its Business Registration status within seven (7) days after receipt of notification of intent to award. More information regarding this certificate can be viewed at [http://www.state.nj.us/dca/lgs/faqs/busregis/business\\_registration\\_faq.html](http://www.state.nj.us/dca/lgs/faqs/busregis/business_registration_faq.html).

N.J.S.A. 52:32-44 imposes the following requirements on Contractors and all Subcontractors that knowingly provide goods or perform services for a Contractor fulfilling this contract: 1) The Contractor shall provide written notice to its Subcontractors to submit proof of business registration to the Contractor: 2) prior to receipt of final payment from a contracting agency, a Contractor must submit to the contracting agency an accurate list of all Subcontractors or attest that none was used: 3) during the term of this contract, the Contractor and its affiliates shall collect, remit, and notify all subcontractors and their affiliates that they must collect and remit to the Director of the New Jersey Division of Taxation, the use tax due pursuant to the Sales



and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into this State.

A Contractor, Distributor or Subcontractor who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling 609-292-9292.

**Cisco Response:**

Please see change the second to last sentence of the first paragraph to the following:

The Contractor will include a copy of each Reseller's or Subcontractor's New Jersey Business Registration Certificate or provide proof of its Business Registration status before any Reseller's or Subcontractor's shall be authorized to provide products or services under the Contract.

**A19. Affirmative Action**

No Firm may be issued a contract unless they comply with the Affirmative Action Regulations of P.L. 1975, c.127, as amended from time to time and the Americans with Disabilities Act.

**A19.1. Procurement, Professional and Service Contracts**

All successful vendors must submit within seven days of the notice of intent to award or the signing of the contract one of the following:

**A19.1a.** A photocopy of their Federal Letter of Affirmative Action Plan Approval, or

**A19.1b.** A photocopy of their Certificate of Employee Information Report, or A completed Affirmative Action Employee Information Report (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasurey/contract\\_compliance](http://www.state.nj.us/treasurey/contract_compliance)) along with a copy of proof of payment.

**Cisco Response:**

Read and Understood.

**A20. Failure to Enter into Contract**

Should the Respondent, to whom the contract is awarded, fail to enter into the terms and conditions of the RFP within ten (10) days, Sundays and holidays excepted, the Owner may then, at its option, accept the proposal of another



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**Cisco Response:**

Read and Understood

**A21. Interpretations and Addenda**

Respondents are expected to examine the specifications and related documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing. In the event the Respondent fails to notify HCESC of such ambiguities, errors or omissions, the Respondent shall be bound by the RFP.

No oral interpretation of the meaning of the specifications will be made to any Respondent. Every request for an interpretation shall be in writing. In order to be given consideration, written requests for interpretation must be received at least ten (10) days prior to the date fixed for the opening of the Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications, and will be distributed to all prospective Respondents, in accordance with the Statute. All addenda so issued shall become part of the contract documents, and shall be acknowledged by the Respondent in the RFP. HCESC's interpretations or corrections thereof shall be final.

**Cisco Response:**

Read and Understood

**A22. Criminal History (NJSA18A:6-7.1)**

Contractor/Distributor/Subcontractor certifies under penalty of perjury that he/she has not been convicted in New Jersey or any other state or jurisdiction of any crime or disorderly person's offense involving sexual offenses, child molestation, or endangering the welfare of children or incompetents.

Contractor/Distributor/Subcontractor is required, if/when applicable, to submit proof of Criminal History Approval from the State of New Jersey. HCESC and its member districts shall keep a copy of said approval on file for the life of the relationship by logging onto [www.bioapplicant.com/nj](http://www.bioapplicant.com/nj).

**Cisco Response:**

Read and Understood

**A23. Political Contributions Disclosure - Requirements** Pursuant to N.J.A.C. 6A:23A-6.3 (a1-4) please note the following:

Award of Contract -- Reportable Contributions -- N.J.A.C. 6A:23A-6.3 (a2)

"No board of education will vote upon or award any contract in the amount of \$17,500 or greater to any business entity which has made a contribution reportable by the recipient under





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P.L.1973, c83 (codified at N.J.S.A. 19:44A-1 et, seq.) to a member of the board of education during the preceding one year period."

Contributions during Term of Contract -- Prohibited -- N.J.A.C. 6A:23A-6.3 (a2, 3)

"Contributions reportable by the recipient under P.L. 1973, c83 (codified at N.J.S.A. 19:44A-1 et. seq.) to any member of the school board from any business entity doing business with the school district is prohibited during the term of the contract."

"When a business entity referred in 4.1(e) is a natural person, contribution by that person's spouse or child that resides therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall deem to be a contribution by the business entity."

Chapter 271 Political Contribution Disclosure Form -- Required -- N.J.A.C. 6A:23A-6.3 (a4)

All bidders shall submit with their bid package a completed and signed Chapter 271 Political Contribution Disclosure Form. This Chapter 271 form will be reviewed by the district to determine whether the vendor is in compliance with the aforementioned N.J.A.C. 6A:23A-6.3 (a2) Award of Contract.

**Cisco Response:**

[Read and Understood](#)





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## B. PROPOSAL REQUIREMENTS

### **B1. Corporate Overview**

Respondents must provide a company history and financial statement. The Respondent must have been in business for at least five (5) continuous years. The statement shall set forth brief details of the firm's principal activities.

#### **Cisco Response:**

Cisco was started in 1984 by a husband and wife team, Len Bosack and Sandy Lerner, who were involved in running Stanford University's computer operations. They developed a multiprotocol router to send each other e-mail across the campus, even though each used a different computer system.

Since then, Cisco engineers have been prominent in advancing the development of IP, the basic language to communicate over the Internet and in private networks. As the Internet grew in the mid-1990s, Cisco routers served as the core infrastructure for the Internet. Cisco also added other networking products at this time, including LAN switching, WAN switching, and remote-access devices.

At **Cisco (NASDAQ: CSCO)** customers come first and an integral part of our DNA is creating long-lasting customer partnerships and working with them to identify their needs and provide solutions that support their success.

The concept of solutions being driven to address specific customer challenges has been with Cisco since its inception. Husband and wife Len Bosack and Sandy Lerner, both working for Stanford University, wanted to email each other from their respective offices located in different buildings but were unable to due to technological shortcomings. A technology had to be invented to deal with disparate local area protocols; and as a result of solving their challenge - the multi-protocol router was born.

Since then Cisco has shaped the future of the Internet by creating unprecedented value and opportunity for our customers, employees, investors and ecosystem partners and has become the worldwide leader in networking - transforming how people connect, communicate and collaborate.

Please view [Cisco's Corporate Overview Presentation](#) for more information.

#### **Quick Facts:**

- Founded in 1984
- NASDAQ: CSCO
- Net Sales: \$11.5 billion
- Employee Count: 63,465



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Quick Links:

- [Cisco Annual Reports](#)
- [Cisco Acquisitions](#)

**B2. Primary Account Representative(s)**

This should consist of a concise non-technical summary providing a management overview of the proposal that outlines the Respondents approach to meeting HCESC's requirements. This should include the customer support structure as well as reporting requirements.

**Cisco Response:**

Cisco's global go-to-market strategy is to directly take and fulfill orders through its authorized resellers. A primary value of the Cisco nationwide footprint is that Cisco can broadly engage locally based businesses, partners with niche specializations, as well as traditionally disadvantaged partners, e.g., small, women-owned or minority owned businesses both within New Jersey and across multiple states.

This model allows Cisco to ensure active participation of the broadest number of Cisco partners throughout in the contract term. This, in turn, drives higher customer satisfaction for customers and higher sales volumes at competitive price points for your customers.

Our ability to continuously refresh our reseller community also allows Cisco and HCESC to ensure the greatest volume of sales activity under the prime contract award.

Cisco's partner qualification process will be initially completed prior to the "go live" date with the partner list updated periodically thereafter. All invoices and payments will be received by authorized resellers under their own FEIN numbers directly on Cisco's behalf. The Cisco reseller's primary point of contact, billing contact, FEIN and SPIN numbers, as well as primary office, phone, fax numbers will thereafter be provided on an ongoing basis throughout the contract term to HCESC by Cisco and posted on the dedicated HCESC contract webpage at [www.Cisco.com](http://www.Cisco.com).

Cisco has a dedicated team that manages and administers all of Cisco's U.S. Public Sector direct contracts. This team will be responsible for contract reporting, administrative fee remittance, website development, updates and maintenance, and the on-boarding and off-boarding of resellers. The Cisco contracts management team will also assist in resolving general contract-related issues or inquiries.

**B3. Quality Assurance**

Provide a detailed Quality Assurance Plan that identifies the methods by which the Respondent shall assure timely delivery of quotes, ordering, delivery, returns, damages, warranty service requests, technical support and follow up services - in essence - the customer support structure proposed.



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## **Cisco Response:**

Cisco is committed to continually improving our quality, and to continually meeting and exceeding rigorous international standards. The methods used to support this contract are based on our ISO 9001 and TL 9000 certifications and procedures. Customer support will be provided through the award winning Cisco Services and Technical Assistance Center (TAC).

### **ISO 9001**

Cisco's Quality Management System is registered to ISO 9001 by a third-party registrar. The scope of Cisco's registration includes the design, development, manufacturing, sales, service, and support for networking solutions at Cisco sites globally. Cisco was first registered to ISO 9001 on November 24, 1993, and has received regular surveillance audits to maintain certification since then. In 2007, Cisco achieved Global ISO 9001 Certification. This certification covers all Cisco sites (300+) and functions under one quality management system.

### **TL9000**

TL 9000 is a quality standard developed by the Quality Excellence for Suppliers of Telecommunications Forum, better known as the QuEST Forum <http://questforum.org>. TL 9000 is a globally recognized quality standard and is designed to improve telecommunications products and services. TL 9000 includes all of the elements of the ISO 9001 quality standard, plus 90 additional elements that focus on customer needs, strategic planning, and accountability. In addition, companies who are registered to TL 9000 must report on a set of standardized metrics for performance, reliability, and delivery, which provide industry-benchmarking capabilities.

### **Quick Links:**

- [Cisco's Approach to Quality](#)

### **Customer Support**

The unique Cisco Lifecycle Services approach defines the requisite activities at each phase of the network lifecycle, offering a services framework that is independent of who performs the service activities—Cisco, partners, or customers themselves—and enabling multiple parties to provide the support needed in a coordinated manner. Based on industry best practices and methodologies, Cisco Lifecycle Services align service and support activities with your unique business and technology requirements throughout the network lifecycle.

Cisco Technical/Operate Services include both technical and remote management services that maintain the ongoing health of a network through proactive monitoring and management. These services help improve network performance, capacity, availability, reliability, and security.

For more information about Cisco Services, go to:

[http://www.cisco.com/en/US/products/svcs/services\\_area\\_root.html](http://www.cisco.com/en/US/products/svcs/services_area_root.html)



## Contracts Management Support

Cisco has a dedicated team that manages and administers all of Cisco's U.S. Public Sector direct contracts. This team will be responsible for contract reporting, administrative fee remittance, website development, updates and maintenance, and the on-boarding and off-boarding of resellers. The Cisco contracts management team will also assist in resolving general contract-related issues or inquiries.

### **B4. Discount Structure**

This portion of your response should include your full suite of manufacturer's products and services, including software, maintenance, training and installation/configuration support that are available and listed on the Manufacturer's pricelist as well as the discount(s) offered. Discounts must be clearly defined. If Respondent is planning to use Distributors/Subcontractors, describe how or if they can provide any additional incremental discounts above manufacturer's proposed contract pricing, for example, large single orders for all products and maintenance services.

### **Cisco Response:**

#### **FIRM FIXED DISCOUNTS**

Cisco submits the following firm, fixed discount(s) for orders placed under the proposed award during the contract term. All product and maintenance services discounts are benchmarked to the then current, Cisco U.S. Availability Global Price List in effect on date of order placement.

The Cisco minimum firm offer discounts apply to orders placed directly with Cisco or any of its authorized resellers.

Except as otherwise set forth in the qualifying criteria, Cisco will not, directly or indirectly, restrict any reseller's participation or ability to quote pricing for a customer. Each authorized reseller will not offer less favorable pricing discounts than the minimum firm offer discounts established by Cisco. However, any additional incremental discounts available to HCESC customers, if offered, may be provided in the discretion and as the sole legal obligation of the resellers to HCESC customers.\*

**Table 1. Minimum Firm Product Discount (Equipment/Software)**

<i>Cisco Minimum Firm Offer</i>	<i>Discount/List % State/CPV</i>	<i>Discount/List % K-12</i>	<i>Discount/List % Higher Ed</i>
New Equipment* Purchases	35%	35%	35%
Software*	35%	35%	35%

**Table 2. Minimum Firm Manufacturer Backed Maintenance Discount**

<i>Cisco Minimum Firm Price Quote</i>	<i>Discount/List % State/CPV</i>	<i>Discount/List % K-12</i>	<i>Discount/List % Higher Ed</i>
Manufacturer backed Maintenance – 1 Year*	10%	10%	10%
Manufacturer backed Multi-year Maintenance (pre-paid commit)*	10%	10%	10%

**Table 3. Minimum Manufacturer Backed Professional Services Discount**

<i>Cisco Minimum Firm Price Quote</i>	<i>Discount/List % State/CPV</i>	<i>Discount/List % K-12</i>	<i>Discount/List % Higher Ed</i>
Advanced Services /Professional Services/Training (Cisco Branded)	10%	10%	10%

\*Once the contract is established and resellers have been selected and approved by HCESC, Cisco will canvas and solicit those resellers on behalf of HCESC for additional, incremental discounts beyond the minimum contract pricing. Authorized resellers, at its sole discretion, will determine whether they wish to extend additional, incremental discounts to HCESC customers. Cisco does not control, set or influence any reseller's decision to provide deeper discounts than minimum contract pricing. Any incremental discounts provided by the authorized resellers through the said canvas by Cisco ("Reseller Fixed Discounts") will be posted on the contract website. However, resellers may, at their sole discretion, also provide deeper discounts than their Reseller Fixed Discounts on a case-by-case basis.

**Table 4. Limited Reseller Professional Services Discounts**

Cisco's authorized resellers under the contract will provide limited professional services, including but not limited to basic installation and configuration, "rack and stack", project implementation and management, site survey, knowledge transfer and process documentation. Labor rates for such professional services to be provided by the authorized resellers shall vary and will be posted at the dedicated contract webpage after the approved resellers are fully on-boarded.



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**B5. Value Added Service** Provide a detailed outline of services being offered such as trade-ins, leasing, life cycle management options, etc.

**Cisco Response:**

We have put forward what we believe is truly a model “best value” proposition for the State and its citizens. Our offering framework is held by Cisco, as the OEM Prime Contractor, which provides direct access to our full suite of offerings as well as leverages OEM technical expertise:

**1. Leverage Manufacturer for Your Current Installed Base**

This direct Cisco OEM bid leverages Cisco’s product expertise across all technologies and market segments. These value-added benefits include:

**Access Entire Suite of OEM Product Offerings**

The Cisco framework enables your customer base to access the entire suite of products and services offered by Cisco. This includes new and emerging technologies, as well as manufacturer’s expertise to support them.

Cisco will augment Resellers under this contract at any time as necessary to ensure that your customers have immediate access to Resellers that service, e.g.,

- Local geographies,
- Vertical market segments, e.g., City/County, K-12, e-Rate, transportation, high speed research
- Specific advanced technologies through resellers who solely focus in particular technology lines, e.g., optical, video, collaboration, data center virtualization.

**Lower Operating Expenses**

Lower the State’s contract administrative costs by establishing a single award, and eliminate the resources needed to manage and maintain multiple contracting paths. Under our proposed framework, Cisco assumes sole responsibility for on-boarding and monitoring our resellers’ certifications, qualifications, sales activity, and overall contract performance including reporting under the contract.

Provide competitive “Quantity 1” discounts for the entire user base throughout the contract term.

Enable additional transactional competition throughout the life of the contract. By authorizing multiple resellers under Cisco’s prime, we ensure that your Customer Base has choice - access to “Best Value” Resellers with specialized expertise where appropriate for customers’ needs, and/or competitive transactional competition to produce even greater discounts where customers are interested in purely “Low Cost” purchasing.

Lower facilities operating costs by having contract access to Resellers with specific expertise, e.g., in data center virtualization, collaboration, energy management or building management and green technologies to lower power consumption.

Expand your purchasing dollar by accessing multiple technology lifecycle financing options through Cisco and its third party financing partners. The technology lifecycle plan allows the contract purchaser the following immediate options:

- Match payments to project benefits over technology life
- Reduce pressure on current fiscal year budget
- Enhance present spend value through a technology lifecycle plan
- Enable a line item in budget spend for technology
- Enable and maximize a plan for technology refreshment

### **Gain Direct Manufacturer Relationship/Support for Your Existing Infrastructure**

1. Cisco as Prime Contractor answerable to you for your success
2. Direct access to Cisco's Professional Services experts (by exercising the option of SMARTnet + Professional Services):
  - (a) Improve visibility to your software release standard conformance
  - (b) Proactively identify issues that have potential to affect your network devices, and network performance and stability
  - (c) Manage and plan for equipment standardization
  - (d) Manage network complexity
  - (e) Improve network stability
3. Integration of Cisco network tools utilizing rules-based analysis tailored to your network (by exercising the option of SMARTnet + Professional Services)
4. Expanded access to Cisco Network Learning offerings which include Knowledge Transfer Sessions and the Technical Knowledge Library.
5. Direct input to Cisco product development engineers
6. Quarterly Business Reviews to address strategic planning and operational issues

### **2. Enhance customer-facing service catalogue offerings**

Enhance customer-facing service catalogue offerings by enabling quick adoption of emerging networking technologies, predictable cost management options and enhancement of ITD compliance:

- a) Access Cisco's most advanced and emerging technologies to lead next generation transformation for your customers;
- b) Enhance Customer outreach with locally focused EBC's and Cisco demos, e.g., unified communications platform, mobile workforce enhancement tools, GIS, e-licensing, digital archiving, security and user entitlements

### **3. Maximize the Value Proposition for the Local Economy**

Additionally, the Cisco Prime Bid submission provides a unique indirect value-add proposition that cannot be matched under a limited reseller award.

Our OEM held Prime model provides access to the diverse group of authorized Cisco resellers directly in the Hunterdon County and the System 34HUNCCP - HCESC Cooperative Purchasing marketplace. The significance of this value proposition on the State's economy cannot be overstated. Beyond the technical and competitive benefits cited above, this means the local communities directly benefit by having businesses actively investing in real estate, growing the local job market, hiring locally for sales and technical support, and investing in training and technical skills development to support the Cisco certifications required by your customer base.

The multiplying effect of those investments across multiple resellers is substantial. The Reseller increased job opportunities alone expands for those students who are graduating from local technical programs such as the Cisco Networking Academy. By opening market access and maximizing reseller participation under our Prime, local students will have increased job prospects which in turn will make it more likely that the marketplace will retain its high end workers to strengthen the economic future.

Cisco submits this bid as Prime Contractor and is solely responsible for performance under the terms and conditions of the contract. Cisco shall be solely responsible for all reporting and fee remittance requirements under the proposed award.

#### **4. Professional Services**

Since technology alone does not answer all of the concerns Public Sector leaders have today, services play a vital role in the successful evolution of the network to a platform.

In addition to our world-class maintenance offerings (i.e. SMARTnet), Cisco also offers professional services to its customers that includes contracting resources to plan, design, and implement all of Cisco's hardware and software. Some of the key benefits with utilizing Cisco's professional services are as follows:

- Augment existing staff during implementation
- Provide business/technical expertise to reduce project risk
- Expand competition to broader list of qualified providers
- Lower total cost of network ownership
- Increased network availability
- Improved business agility
- Faster access to applications and services.

Architecting the network as the platform and reaping its benefits requires more than reliable equipment and trained personnel. A service-led interaction helps ensure that the network is prepared for new technology and functioning at optimal performance levels before a new technology is introduced. It also helps ensure that systems are aligned with applications, middleware, and business processes.



Types of Cisco's professional services offerings:

- **Technical/Maintenance Services:** Services that ensure products and your network operate efficiently and benefit from up-to-date system and application software, including installation, training and various core maintenance options (i.e. SMARTnet).
- **Remote Management Services:** Services that take the lead in co-managing your advanced technology network around the clock. Enjoy lower TCO and focus on your core business without giving up control of your network.
- **Advanced Services:** Services that drive technology integration while lowering your operational costs, increasing network availability and optimizing performance. With Cisco's Advanced Services, we can help HCESC customers accelerate their business results by using an architectural approach, proven best practices, and Cisco networking expertise. Through consultative planning, solution development, and deployment services, we will work with our customers to:
  - Optimize their IT services
  - Integrate new technologies into their core infrastructure
  - Manage change
  - Continually enhance network performance, availability, and security

The main reasons large converged networks projects fail are based on the lack of proper planning and or the ability to understand how voice data and or video will interact on a customer's existing network infrastructure. Cisco utilizes an Advanced Services team that will look at the current network infrastructure and plan and create a design based on the current network and what changes, if any, should be made for future traffic. This will allow for a smooth transition and a continued rich end-user experience.

Cisco has learned many lessons related to the transition to a converged network and we have adapted our services for voice, video, and data services (Unified Communications) and we have utilized this intellectual capital to provide advanced services to prevent or overcome roadblocks as part of the planning and design process. Cisco utilizes a network lifecycle methodology called Prepare, Plan, Design, Implementation, Operation, and Optimization (PPDIOO) – see Life Cycle Management below. Several services have been developed under this methodology; below are a few of Cisco's Advanced Service offerings that can be utilized to ensure a successful transition to a converged network.

- Cisco Communications Deployment Strategy
- Cisco Unified Communications Planning and Design Service
- Solution and End-User Requirements Validation
- Architecture Validation
- Detailed Design Development
- Network Readiness Assessment

- Operational Support Planning Workshop
- Site Requirements Specification and Customized Site Survey Template Development
- Network Implementation Plan Development
- Solution and Site Acceptance Test Plan Development
- Deployment Support Services – Design Review, Acceptance Test Review, and Implementation Support.

## 5. Life Cycle Management

The Cisco Lifecycle Services approach defines the minimum set of activities needed to help HCESC customers successfully deploy and operate Cisco technologies and optimize their performance throughout the lifecycle of your network. Based on industry best practices and offered in collaboration with our skilled network of partners, Cisco Lifecycle Services can help HCESC customers achieve a high-performance network, integrate advanced technologies, lower operational costs, and maintain network health through day-to-day operations. Through a broad portfolio of targeted, end-to-end services, Cisco and its partners can assist HCESC customers achieve their business goals throughout the six phases of the network lifecycle:

- **Prepare:** Make sound financial decisions by developing a business case that establishes the financial justification for making a technology change.
- **Plan:** Assess the existing environment to determine whether it can support the proposed system sufficiently and securely.
- **Design:** Design a solution that meets business and technical requirements.
- **Implement:** Integrate the new solution without disrupting the network or creating points of vulnerability.
- **Operate:** Maintain network health through day-to-day operations.
- **Optimize:** Achieve operational excellence by adapting the architecture, operation, and performance of the network to ever-changing government requirements and positioning it to re-enter the prepare phase of its lifecycle.

## 6. Trade-ins

Cisco promotes incentives and product promotions to our resellers that sometimes include trade-in's as part of the incentive. The promotions are available within set time periods and with specific qualification criteria that are provided to resellers for use in customer discussions. The Cisco Technology Migration Program (TMP) is an innovative sales program enabling customers to trade in their existing Cisco products in exchange for a trade-in credit towards the purchase of new Cisco products. This global program includes most major products offered by Cisco, such as chassis units, interface modules and most software. The benefits of Cisco TMP are as follows:

- Provides preapproved customer trade-in credit
- Promotes a discussion regarding technology migration strategy

- Offers easy return of customers' old products, with Cisco paying for environmentally safe disposal

## **7. Lease/Financing – Cisco Capital**

Cisco offers flexible lease and financing options through our own wholly-owned subsidiary, Cisco Capital. With rates so competitive that businesses ranging from emerging innovators to Fortune 500 companies have chosen us, our end-to-end financial services enable customers to acquire the needed solutions and services more easily. Options include lease financing, channel financing, and remarketed equipment.

Cisco Capital is uniquely positioned to provide customers with highly competitive financing options for Cisco hardware, software, and services. Financing solutions can be customized based upon the specific needs of each customer and include competitive rates, flexible terms, and migration options. This affords our customers the opportunity to reduce the overall cost of acquisition, preserve capital, proactively manage lifecycles, and protect against obsolescence.

Cisco Capital can help an organization's financial and technological goals through the strategic application of its leasing and financing options:

- Customized lease terms up to five years with leasing or financing options.
- Flexible migration options to manage equipment lifecycles, avoid obsolescence, and responsibly dispose of equipment.
- Payment deferrals to help align to budget cycles and ROI goals.
- Aggressive residuals on Cisco hardware that can lower your overall solution cost.
- Below-market rates for Cisco subscription-based services.

More information about current financing options available through Cisco Capital is at:  
<http://www.cisco.com/web/ordering/ciscocapital/index.html>

## **B6. Distributor/Subcontractor Distribution (if applicable)**

Respondents that plan to Partner with Distributors/Subcontractors need to provide the structure and relationship. Include the following:

### **B5.1. Number of Partners and geographic coverage of the region.**

#### **Cisco Response:**

Cisco will initially qualify approximately 20 Resellers in order to provide geographic coverage for the entire State of New Jersey. Without diminishing the foregoing but as a condition of this bid, Cisco reserves the right, in its sole discretion, to take and fulfill orders or other responsibilities during the contract term and receive payment through one or more Cisco resellers who have been authorized by Cisco, in its sole discretion, and subject to HCESC approval for vendor responsibility. Cisco reserves the right to ensure geographic, customer vertical, offering coverage with no set minimum or maximum number of resellers who may be added or deleted at any time during the contract term. The list of the authorized resellers will be maintained by Cisco as posted on the contract website. Only those resellers authorized by Cisco



and posted on the website may accept orders under the proposed award. Customers will issue purchase orders and make payments directly to the authorized resellers.

**B5.2. How Partners are selected.**

**Cisco Response:**

Cisco's partner qualification process will be initially completed prior to the "go live" date with the partner list updated periodically thereafter. Partners will be selected based objective criteria such as heir partnership level, technical specializations, resources dedicated to public sector customers, coverage areas, business type, and acceptance of Cisco's subcontracting requirements.

All invoices and payments will be received by authorized resellers under their own FEIN numbers directly on Cisco's behalf. The Cisco reseller's primary point of contact, billing contact, FEIN and SPIN numbers, as well as primary office, phone, fax numbers will thereafter be provided on an ongoing basis throughout the contract term to HCESC by Cisco and will posted on the contract website.

**B5.3. Partner development, training and communication.**

**Cisco Response:**

Cisco is an OEM and will bring in value added resellers to fulfill orders and provide services. These partners will have earned various specializations and certification levels. The Cisco partner program and specializations in the program are described here.

A Cisco Certified Partner can choose to be a provider of broad, integrated networking solutions, highly sophisticated solutions, or both. And by integrating the Cisco Lifecycle Services approach, our partners are equipped to successfully deploy, operate, and optimize Cisco solutions and become a trusted technology advisor for your business.

The Cisco Resale Channel Program is based on partner certifications and specializations. The program measures criteria such as customer satisfaction and pre- and post-sales support capabilities - critical factors in choosing a trusted partner.

**Certifications: Technology Skills Breadth**

The Cisco Resale Channel Program's certification levels reflect a partner's technology skills breadth. Certifications are tailored to deliver the broad, integrated networking solutions you need. There are four certification levels:

- Gold Certification: The partner has the broadest range of expertise in advanced technologies, has integrated Cisco Lifecycle Services into its offerings, and has demonstrated a measurably high level of customer satisfaction.
- Silver Certification: The partner has critical expertise in Cisco advanced technologies, has integrated Cisco Lifecycle Services into its offerings, and has proven levels of customer satisfaction.



- Premier Certification: The partner has achieved technical competency in the integration of basic routing and switching, wireless LAN, and security technologies.
- Select Certification: The partner has technology and business expertise specific to small and medium-sized businesses (SMBs) with fewer than 250 employees.

### **Specializations: Technology Skills Depth**

The Cisco Resale Channel Program's specialization levels directly reflect a partner's technology skills depth. The number and type of specializations determines a partner's certification level. Four specialization levels are available:

- Master Specialization: The partner has achieved the Master Unified Communications Specialization and/or the Master Security Specialization. Partners with a highly qualified practice in a given technology can achieve master specialization, regardless of their certification level, enabling them to deliver more sophisticated business solutions.
- Advanced Specialization: The partner has achieved advanced specializations in unified communications, security, wireless LAN, routing and switching, and data center technologies.
- Express Specializations: The partner has achieved one or both of the following: Express Foundation Specialization which provides integrated training on routing and switching, wireless LAN, and security technologies; and/or Express Unified Communications Specialization which provides a basic introduction to converged data, voice, and video networking.
- SMB Specialization: The partner has completed technical training in switching, routing, security, and wireless solutions for SMBs with fewer than 250 employees.

All authorized resellers must attend a mandatory scheduled training within 30-45 days once the contract has gone “live”. The required training will provide resellers with an overview of the contract requirements and expectations, including compliance reporting and administrative fee remittance obligations. Refresher training will also be provided on annual basis during the term of the contract and resellers will be notified of any updates or changes to the contract, as necessary to ensure their compliance. Notwithstanding the foregoing, Cisco will facilitate periodic reviews with its resellers to ensure that HCESC and Cisco’s business needs and requirements are satisfactorily met in accordance with contract terms.

#### **B5.4. Product and Service Specialization**

##### **Cisco Response:**

See response to B5.3 above.

#### **B5.5. Willingness of Partners to market and aggressively support the resulting Agreement.**

##### **Cisco Response:**

Part of the selection process for prospective Resellers under this contract will include the Reseller’s willingness to market and support the resulting agreement.

## **B7. Marketing**

Awarded Respondents are **STRONGLY ENCOURAGED** to market this contract. Detail the proposed communication plan to inform the current and prospective members of the contract both from the start-up perspective and on an on-going basis.

### **Cisco Response:**

The Cisco marketing plan includes three levels of marketing outreach:

1. **Cisco Sales Support:** Cisco has dedicated account teams assigned to all market segments served by HCESC in New Jersey. Cisco also has the capability to expand this coverage to additional U.S. public sector customers on mutual agreement of Cisco. These teams are trained and specialized to education (K-12), higher education, and government customer segments.
2. **Cisco Certified Partner Communities:** In addition to Cisco customer sales support, we intend to multiply customer contact and support through use of our extensive partner community. Upon award, Cisco intends to qualify a broad segment of resellers who are qualified and hold diverse certifications, specializations and ATPs across all of our solution offerings that are uniquely focused on the diverse needs of educational communities and other public sector customer communities served by HCESC, e.g., higher education research institutions, hospitals and health care providers, transportation providers, etc.
3. **Cisco Marketing Support:** As a global technology solution provider, Cisco has numerous marketing programs and resources that support customer outreach and marketing, including channels promotions that provide incentives for resellers.. Cisco also has a dedicated U.S. Public Sector contracts marketing team that works closely with the Cisco contract managers to develop and execute a “Go-Live” contract marketing plan as well as ongoing marketing activities during the term of the contract, including but not limited to, email blasts and collateral marketing materials (i.e. flyers, postcards, etc.) to notify current and prospective customers of the new contract. In addition, Cisco will collaborate on an annual basis with HCESC and its authorized resellers during the term of the contract to identify opportunities and new ways to promote the contract (i.e. conferences, meetings, tradeshows, etc.) for each calendar year.

## **C. EVALUATION, REVIEW and SELECTION PROCESS**

An Evaluation Committee appointed by the HCESC will perform the evaluation of proposals. During this time, the Committee may initiate discussions with Respondents who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals, but proposals may be accepted and evaluated without such discussion. Proposals will be reviewed for compliance with the requirements stated within the RFP specifications. Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection. Discussions SHALL NOT be initiated by the Respondents.

After review of the Evaluation Committee Report, the HCESC will award a Master Price Agreement to the Respondent(s) as deemed most advantageous, taking into consideration the evaluation factors set forth in this document. Criteria considered in the evaluation of each proposal follows. The arrangement of the criteria is not meant to imply order of importance in the selection process. All criteria will be used to select the successful Respondent(s).

### **Cisco Response:**

Read and Understood

### **Evaluation Factors**

#### **C1. Corporate Overview**

Response will be evaluated based on the following criteria:

**C1.1. Personnel** - Existing channel partner mix and capabilities, including specific networking equipment, product and service specialization that would support the Master Price Agreement and maintain strict oversight and accountability.

**C1.2. Organization** - Assessment of the adequacy of the Respondent's organization to implement and support the Master Price Agreement.

**C1.3. Certifications** - Assessment of the adequacy and diversity of the Respondent's personnel including Distributors/Subcontractors.

### **Cisco Response:**

Read and Understood

#### **C2. Products and Services Overview**

Response will be evaluated based on the following criteria:

**C2.1.** Full range of networking equipment (including but not limited to Unified Communications/VOIP, Security, Video and Data), enterprise-wide networking

infrastructure solutions and all related maintenance services. Quality of proposed product line including configuration flexibility.

**C2.2.** Broad range of value-added service.

**C2.3.** Pricing/discount structure that provides lower overall cost.

**Cisco Response:**

Read and Understood

**C3. Contract Administration**

Response will be evaluated based on the following criteria:

**C3.1.** An assessment of the adequacy of the Respondents proposed organization to support the Master Price Agreement as well as details in place necessary to maintain strict oversight and accountability of partners.

**C3.2.** Knowledge and experience of proposed primary account representative as it pertains to customer service and satisfaction, technical support as well as reports and commission.

**C3.3.** Complaint Resolution - Assessment of the adequacy of the problem escalation procedures.

**Cisco Response:**

Read and Understood

**C4. Subcontractors/Resellers (if applicable)** Response will be evaluated based on the following criteria:

**C4.1.** Existing partner mix and capabilities including specific networking equipment, product and service specialization that would be made available to our members.

**Cisco Response:**

Read and Understood

**C5. Marketing**

Response will be evaluated based on the following criteria:

**C5.1.** Respondent/Subcontractor/Reseller's commitment, quality, efficiency and thoroughness of rollout plan as well as approach to provide on-going marketing support.

**C5.2.** Quality, efficiency and thoroughness of product marketing literature.





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**C5.3.** Internet/E-Commerce Site - ease of use and overall quality of the proposed web site.

**Cisco Response:**

Read and Understood



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## Attachments

**This Form must be included with bid submission**

**Exhibit A**

**EEO/Affirmative Action Compliance Notice  
N.J.S.A. 10:5-31 and N.J.A.C. 17:27  
Goods, Professional Service and General Service Contracts**

All successful bidders are required to submit evidence of appropriate affirmative action compliance to the Hunterdon County Educational Services Commission and Division of Public Contracts Equal Employment Opportunity Compliance. During a review, Division representatives will review the HCESC files to determine whether the affirmative action evidence has been submitted by the vendor/contractor. Specifically, each vendor/contractor shall submit to the HCESC, **within seven (7) days after receipt of notification of intent to award**, prior to execution of the contract, one of the following documents:

**Goods and General Service Vendors**

1. Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter is to be provided by the vendor to the Commission and the Division. This approval letter is valid for one year from the date of issuance.

**Do you have a federally approved or sanctioned EEO/AA program?**

Yes \_\_\_\_\_ No XX \_\_\_\_\_

**If yes, please submit a photostatic copy of such approval.**

2. A certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.D. 17:27-1.1 et seq. The vendor must provide a copy of the Certificate to the HCESC as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division. The period of validity of the Certificate is indicated on its face. Certificates must be renewed prior to their expiration date in order to remain valid.

**Do you have a State Certificate of Employee Information Report Approval?**

Yes XX \_\_\_\_\_ No \_\_\_\_\_

**If yes, please submit a photostatic copy of such approval.**

3. The successful vendor shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a \$150 fee and forward a copy of the Form to the HCESC **along with proof of payment to the State**. Upon submission and review by the Division, this report shall constitute evidence of compliance with the regulation. Prior to execution of the contract, the EEO/AA evidence must be submitted.

The successful vendor(s) must submit the AA302 Report to the Division of Public Contracts Equal Employment Opportunity Compliance, with a copy to the Public Agency.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.S.A. 17:27.

Company Cisco Systems, Inc. Signature 

Print Name Dana Giampetroni Title Finance Director

Date July 10, 2012



MANDATORY AFFIRMATIVE ACTION LANGUAGE  
N.J.S.A. 10:5-31 et seq., (P.L. 1975, C. 127)  
N.J.A.C. 17:27

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

When conforming with the applicable employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.



## AFFIRMATIVE ACTION LANGUAGE continued

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code NJAC 17:27.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- 1-Letter of Federal Affirmative Action Plan Approval
- 2-Certificate of employee Information Report
- 3-Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at [www.state.nj.us/treasury/contract\\_complicance](http://www.state.nj.us/treasury/contract_complicance).)

Agency Name Cisco Systems, Inc.

Signature 

Print Name Dana Giampetroni Date July 9, 2012

**This Form Must Accompany Bid Submission**  
**Exhibit B**

**Chapter 271**  
**Political Contribution Disclosure Form**  
**(Contracts that Exceed \$17,500.00)**  
**Ref. N.J.S.A. 52:34-25**

The undersigned, being authorized and knowledgeable of the circumstances, does hereby certify that Cisco Systems, Inc. (Business Entity) has made the following reportable political contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26 during the twelve (12) months preceding this award of contract:

Reportable Contributions			
Date of Contribution	Amount of Contribution	Name of Recipient Elected Official/ Committee/Candidate	Name of Contributor

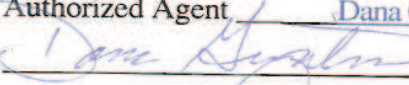
The Business Entity may attach additional pages if needed.

☒ **No Reportable Contributions** (Please check (✓) if applicable.)

I certify that Cisco Systems, Inc. (Business Entity) made no reportable contributions to any elected official, political candidate or any political committee as defined in N.J.S.A. 19:44-20.26.

**Certification**

I certify, that the information provided above is in full compliance with Public Law 2005—Chapter 271.

Name of Authorized Agent Dana Giampetroni  
Signature  Title Finance Director  
Business Entity Cisco Systems, Inc. Date: July 10, 2012



This Form Must Accompany Bid

Exhibit C

NON COLLUSION AFFIDAVIT

STATE OF NEW JERSEY  
COUNTY OF

ss:

I, DANA GIAMPETRONI of the City of Herndon in the  
County of Fairfax and the State of Virginia of full age, being duly  
sworn according to law on my oath depose and say that:

I am of the firm of Cisco Systems, Inc. the bidder making the  
Proposal of the above named project, and that I executed the said proposal with full authority so  
to do; that said bidder has not, directly or indirectly entered into any agreement, participated in  
any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and  
in this affidavit are true and correct, made with full knowledge that the Hunterdon County  
Educational Services Commission relies upon the truth of the statements contained in said  
Proposal and in the statements contained in this affidavit in awarding the contract for the said  
project.

I further warrant that no person or selling agency has been employed or retained to solicit  
or secure such contract upon an agreement or understanding for a commission, percentage,  
brokerage or contingent fee, except bona fide employees or bona fide established commercial  
or selling agencies maintained by Cisco Systems, Inc. (N.J.S.A. 52:34-15)  
Name of Contractor

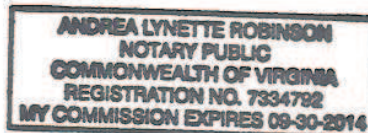
  
Bidder's Signature

Dana Giampetroni  
Type or Print Name of Bidder

Subscribed and sworn to before me this day of July 10, 2012

  
Seal Notary Public

My Commission expires 09-30 2014



**This Form Must Accompany Bid**

**Exhibit D**

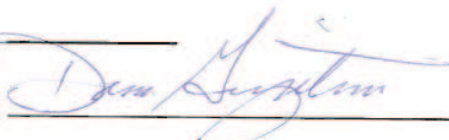
**Bidder's Acknowledgement of receipt of addenda to bid documents**

The undersigned Bidder hereby acknowledges receipt of the following Notices, Revisions, and/or Addenda to the bid advertisement, specifications and bid documents. By indicating date of receipt, Bidder acknowledges the submitted bid takes into account the provisions of the Notice, Revision or Addendum. Note that the Commission's record of notice to Bidders shall take precedence and that failure to include provisions of changes in a bid proposal may be subject for rejection of the bid.

<u>Reference Number or Title of Addendum/Revision/Notice</u>	<u>How Received (mail, fax, pick-up, Etc.)</u>	<u>Date Received</u>
N/A, No Addendum, Revision, or Notice published	N/A	N/A

**Acknowledgement by Bidder:**

Name of Bidder: Cisco Systems, Inc.

By Authorized Representative: Signature: 

Printed Name and Title: Dana Giampetroni, Finance Director

Date: July 10, 2012



**This Form Must Accompany Bid**

**Exhibit E**

Stockholder Disclosure Certification  
N.J.S.A. 52:25-24.2 (P.L. 1977 c.33)

Check One:

\_\_\_\_\_ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

XXX I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check which business entity applies:

\_\_\_\_\_ Partnership      XXX Corporation      \_\_\_\_\_ Sole Proprietorship  
\_\_\_\_\_ Limited Partnership      \_\_\_\_\_ Limited Liability Partnership      \_\_\_\_\_ Limited Liability Corporation  
\_\_\_\_\_ Subchapter S Corporation      \_\_\_\_\_ Other

Complete if the bidder/respondent is one of the 3 types of Corporations:

Date Incorporated: December 10, 1984      Where Incorporated: California

Business Address:

170 Tasman Drive      San Jose      CA      95134  
Street Address      City      State      Zip

(408) 526-4000      408-526-4100      mimnguye@cisco.com  
Telephone #      Fax #      Email

Listed below are the names and addresses of all stockholders, partners or individuals who own 10% or more of its stock and any classes, or who own 10% or greater interest therein.

Name \_\_\_\_\_ Home Address \_\_\_\_\_

Name \_\_\_\_\_ Home Address \_\_\_\_\_

Name \_\_\_\_\_ Home Address \_\_\_\_\_

Signature:  Date: July 10, 2012

Printed Name and Title: Dana Giampetroni, Finance Director

**This Form Must Accompany Bid**  
**Exhibit F**  
**Hunterdon County Educational Services Commission**

**Manufacturer of Converged Networking Equipment (including but not limited to Unified Communications/VoIP, Security, Video and Data Networking Solutions #TEC-06-RFP**  
**Proposal Sheet**

**August 16, 2012 through August 15, 2014**

- I. That this bid is made without previous understanding, agreement or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.
- II. That no member of the Board nor any officer or employee or person whose salary is payable in whole or part from the Treasurer of said Board is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it is related or in any portion of the profits thereof.
- III. That said bidder has carefully examined and understands that the requirements and conditions to bidders, the instructions to bidders, the specifications and the schedules prepared under the direction of the Board are a part of the bid proposal and will, if successful in this bid, furnish and deliver at the prices bid and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, service or labor for which this bid is made.
- IV. That the Stockholder Owner Certifications is completed for this bid. Said bidder complies with the requirements N.J.S.A. 10:5-31 and N.J.A.C. 17:27.
- V. The undersigned hereby acknowledges their authority to submit this proposal on behalf of the firm listed below and bind it to comply with these requirements, terms and conditions if any contract is awarded through this Call for Bids process.
- VI. The undersigned hereby acknowledges that they will work with HCESC and its member districts to ensure satisfactory completion of any and all projects and deliverables.

Company Name: Cisco Systems, Inc.

Address: 170 Tasman Drive  
San Jose, CA 95134

Contact Name (Print): Mimi Nguyen Title: Sr. Contract Manager

Phone # & Ext.: 408.527.2627 Fax #: 408-608-1729

Email Address: mimnguye@cisco.com

Signature of Authorized Agent: 

Name (Print): Dana Giampetroni Date: July 10, 2012

Title of Authorized Agent: Finance Director

Phone #: 703.484.5454 Email Address: dgiampet@cisco.com



**This Form Must Accompany Bid**  
**Exhibit F**  
**Hunterdon County Educational Services Commission**

**Manufacturer of Converged Networking Equipment (including but not limited to Unified Communications/VoIP, Security, Video and Data Networking Solutions #TEC-06-RFP**  
**Proposal Sheet continued**

**August 16, 2012 through August 15, 2014**

Company Name: Cisco Systems, Inc.

Signature of Authorized Agent: 

Name (Print): Dana Giampetroni Date: July 10, 2012

Title of Authorized Agent: Finance Director

**The awarded Respondent(s) must rebate back to the HCESC .5% of the contract sale as a cost of doing business.**

XXX WILLING to provide the item(s) herein bid upon to other agencies (members) in System 34HUNCCP-HCESC Cooperative Purchasing, without substitution or deviation from specifications, size, features, quality, price or availability as herein set forth. It is understood that orders will be placed directly by the other participating agencies by separate contract, subject to the overall terms of the master Contract to be awarded by HCESC that no additional service or delivery charges will be levied except as permitted by these specifications. SEE EXCEPTION

       NOT WILLING to extend prices to Other Agencies (members) as described. It is understood that this will not adversely affect consideration of this bid with respect to the needs of HCESC (Lead Agency). In keeping with HCESC's commitment to providing cooperative pricing contracts for its membership, refusal to extend pricing to the co-op may result in a dual award to include an alternate vendor willing to extend pricing for the duration.

Exceptions:

**Exhibit F:**

Cisco Systems, Inc. is willing to extend this offer to all Public Sector members of System 34HUNCCP-HCESC Cooperative Purchasing located within NJ. However, for members located outside of NJ, Cisco wishes to approve on a case-by-case basis.

**Section A**

**A1. General requirements**

Add the following in place of the third paragraph:

Subject to HCESC's approval which shall not be unreasonably withheld, resellers may be added at any time during the term of this contract at the sole discretion of Cisco, with no set maximum number of resellers who may be used. Cisco, in its sole discretion, is not required to add and may delete upon thirty (30) days written notice any reseller who does not meet Cisco's established qualifying criteria, or where the addition of the entity would violate any state or federal law or regulation. Authorized resellers may, to the extent authorized by Cisco, fulfill any

of the requirements of the contract including but not limited to providing Products and Services under this contract at the prices provided in the contract and billing purchasers directly for those Products and Services. Notwithstanding the foregoing. Authorized resellers do not have the authority to amend the contract or to bind Cisco to any additional terms and conditions.

The name, address and approved contract number for Cisco-approved resellers shall be separately set forth at the Contractor's website, as amended by Cisco during the term of this contract including any applicable technical certifications or general limitations (e.g., geographic) or Cisco qualifying criteria as applicable (qualifying criteria).

## **A2. Price and Contract**

Please add the following to the first paragraph:

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

No penalty shall accrue to HCESC and its members in the event that this section shall be exercised. However, this section shall not be construed to permit HCESC to terminate the contract, or a purchaser to terminate its order(s) as to the period for which appropriations were made and available or as to any future period in order to acquire similar Products and Services from a third party.

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

## **A3. Current Production Items.**

Cisco takes exception to A.3, which states that Respondent must certify and warrant that the items, software and firmware will be free from defects in content and materials. Cisco warrants that its products and services will be provided in accordance with the warranty provisions set forth in Cisco's standard warranty terms (attached).

Cisco is supplying new current production items on this contract. It should be noted that if replacement parts or advance replacement parts are needed under warranty or SMARTnet support, those replacement parts provided to you might be new or functionally equivalent to new, at Cisco's discretion; and Cisco certifies the parts as functional at the same level as new. This is an industry standard practice. In general, for newer products, Cisco is more likely to provide new parts. However, as products mature, Cisco establishes repair facilities to provide replacement parts.

## **A4 Delivery**

Replace second paragraph with the following:

After receipt and acceptance by Cisco of Customer's purchase order(s), Cisco will use commercially reasonable efforts to ship all direct purchase orders designated for shipment to U.S. locations within thirty (30) days for all products. Please note that the following circumstances may affect lead times: (i) new products purchased within the first three (3)

months of release of the product which are subject to Cisco's then current published lead-times, (ii) third-party stand-alone products which are not a component of equipment resold by Cisco, (iii) end-of-life products where the termination of the product has been announced by Cisco, (iv) products which have been line-stopped due to software discrepancies, reconfiguration, industry-wide product shortages, or alleged infringement claims, or (vi) situations where government rated orders create delays in lead-times. Notwithstanding the foregoing, at any time when Customer states "expedite" on a purchase order or otherwise communicates to Cisco that a purchase order is to be expedited, Cisco shall use all commercially reasonable efforts to ensure the earliest possible delivery of such products.

Add the following to the third paragraphs:

Goods that are defective or inoperable will be addressed in accordance with Cisco's standard warranty terms.

Acceptance by purchaser shall be deemed to have occurred upon delivery of the applicable Products to the applicable purchaser. Title and risk of loss shall pass to purchaser upon delivery.

All sales are final. Except as provided in Cisco's standard warranty terms, Cisco only permits the return of un-opened Products due to Cisco's shipping or order processing error, or damage in transit. No other returns are authorized under this contract. If errors or damage are discovered after Products have been opened, such Products will be repaired or replaced under Cisco's standard warranty. Warranty returns will not be subject to any restocking charges.

#### **A5. Payment**

Per our discussion, Cisco proposes replacing A5 in its entirety with the following:

"Payment will be the responsibility of the individual districts purchasing, pursuant to the contract. Billing must be separate from the packing lists. Payment will be made after a signed voucher and invoice has been received and formally approved by district's board of directors at its subsequent regular meeting. Each member's board of directors will make best efforts to formally approve the invoice(s) in a timely manner. Payment term is NET 30. It is agreed that Cisco reserves the right to charge interest on late payments in accordance with the time frame specified in the State of New Jersey Prompt Payment Statute.

#### **A6. Third Party Distributors/Subcontractors**

Cisco must take exception to the first paragraph because of its vagueness.

Delete first paragraph.

Please expand the second paragraph as follows:

Add "Cisco reserves the right to add or delete Authorized Subcontractors as necessary. Selection as an Authorized Subcontractor does not entitle any Subcontractor to bind Cisco to any additional terms and conditions." to the second paragraph.

#### **A7. Reports and Fees**

First paragraph, third sentence and final sentence: Due to the number of resellers involved, more than 30 days are needed to compile reports and process the administrative fees.

We respectfully request the following changes:

“30 days” to “60 days.”

“30th of April, July, October, & January” to “30th of May, August, November, & the 28th of February”

Insert the following at the end of the first paragraph:

Although the quarterly sales reports will not be due until sixty (60) days after each calendar year quarter, Contractor will make commercially reasonable efforts to submit an abbreviated preliminary report specifically for the second calendar quarter (“Q2”) by July 25<sup>th</sup>, noting which Resellers or Subcontractors are included and which are not included in that preliminary report. The purpose of this preliminary report is to assist HCESC with its year-end bookkeeping activities. Contractor will provide the complete and final Q2 sales report by August 30<sup>th</sup> as set forth above.

## **A8. Indemnity/Hold Harmless**

Cisco takes exception to the wording of A.8 and offers the following as a replacement for this subsection:

### **General Indemnity**

Each party shall defend, indemnify and hold harmless the other, its corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys’ fees), including without limitation, those based on contract or tort, arising out of or in connection with a claim, suit or proceeding brought by a third party based upon bodily injury (including death) or damage to tangible personal property (not including lost or damaged data) arising from the negligent or intentional acts or omissions of the indemnifying party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them. In the event that the indemnified party’s or a third party’s negligent or intentional acts or omissions contributed to cause the injury or damage for which a claim of indemnity is being asserted against the indemnifying party hereunder, the damages and expenses (including, without limitation, reasonable attorneys’ fees) shall be allocated or reallocated, as the case may be, between the indemnified party, the indemnifying party and any other party bearing responsibility in such proportion as appropriately reflects the relative fault of such parties, or their subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them, and the liability of the indemnifying party shall be proportionately reduced."

The foregoing indemnification obligations are conditioned upon the indemnified party promptly notifying the indemnifying party in writing of the claim, suit or proceeding for which the indemnifying party is obligated under this Section, cooperating with, assisting and providing information to, the indemnifying party as reasonably required, and granting the indemnifying party the exclusive right to defend or settle such claim, suit or proceeding.

### **Patent and Copyright Infringement Indemnity**

Claims. Contractor will defend any claim against HCESC or its members that a product delivered under the Agreement infringes third party patents or copyrights (Infringement Claim) and will indemnify HCESC and its members against the final judgment entered by a court of competent jurisdiction or any settlements arising out of an Infringement Claim, provided that the indemnified party (a) promptly notifies Contractor in writing of the Infringement Claim; and (b) cooperates with Contractor in the defense of the Infringement Claim, and grants Contractor full and exclusive control of the defense and settlement of the Infringement Claim and any subsequent appeal.



Additional Remedies. If an Infringement Claim is made or appears likely, Customer agrees to permit Contractor to procure for Customer the right to continue using the Product, or to replace or modify the Product with one that is at least functionally equivalent. If Contractor determines that none of those alternatives is reasonably available, then Customer will return the Product and Contractor will refund Customers remaining net book value of the Product calculated according to generally accepted accounting principles.

Exclusions. Contractor has no obligation for any Infringement Claim based on:

- a. compliance with any designs, specifications, or instructions provided by Customer or a third party on Customers behalf;
- b. modification of a Product by Customer or a third party;
- c. the amount or duration of use which Customer makes of the Product, revenue earned by Customer from services it provides that use the Product, or services offered by Customer to external or internal customers; or
- d. combination, operation, or use of a Product with non-Cisco products, software or business processes.

Sole and Exclusive Remedy. This Section A.8 states Contractor's entire obligation and Customers exclusive remedy regarding any claims for intellectual property infringement.

Limitation of Liability.

CONTRACTOR'S TOTAL AGGREGATE LIABILITY IS LIMITED TO THE MONEY PAID TO CONTRACTOR UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT THAT FIRST GAVE RISE TO SUCH LIABILITY.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT TO THE CONTRARY, NEITHER PARTY WILL BE LIABLE FOR ANY: (A) SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES; (B) LOSS OF ANY OF THE FOLLOWING: PROFITS, REVENUE, BUSINESS, ANTICIPATED SAVINGS, USE OF ANY PRODUCT OR SERVICE, OPPORTUNITY, GOODWILL OR REPUTATION; OR (C) LOST OR DAMAGED DATA. IN THIS PARAGRAPH, LOSS REFERS TO ANY AND ALL KINDS OF LOSS OR DAMAGE INCLUDING, WITHOUT LIMITATION, ANY DAMAGES, FINES, COSTS, CHARGES, FEES OR OTHER LIABILITY.

LIABILITY INCLUDES LIABILITY ARISING FROM CONTRACT, TORT (INCLUDING NEGLIGENCE), UNDER ANY INDEMNITY, STRICT LIABILITY, OR OTHERWISE, IN EACH CASE EVEN IF CONTRACTOR HAS BEEN INFORMED OF THE POSSIBILITY OF THAT LIABILITY.

NOTHING IN THIS AGREEMENT LIMITS OR EXCLUDES THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR: (A) BODILY INJURY OR DEATH RESULTING DIRECTLY FROM THE NEGLIGENCE OF THE OTHER PARTY; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; (C) A BREACH OF CONFIDENTIALITY OBLIGATIONS; OR (D) ANY LIABILITY THAT CANNOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW;

## **A9. Insurance**

Cisco takes exception to the wording of A.9 and offers the following redline text as a replacement for this subsection:

Contractor/Distributor/Subcontractor will provide and maintain the following insurance, which will be primary to any insurance carried by HCESC or its members **with respect to liability assumed by Contractor/Distributor/Subcontractor under this Agreement**, and **proof provided within ten (10)**

business ~~seven (7)~~ days after notice of ~~intent to~~ award, naming HCESC as additional insured as specified below.

**A9.1** Commercial General Liability insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence ~~and \$5,000,000 in the annual aggregate,~~ including contractual liability to cover Contractor's ~~insurable~~ obligations under the "Indemnity" clause of this Agreement and including HCESC as an additional ~~insured to the extent of Contractor's indemnity obligations under this Agreement.~~

**A9.2** Automobile Liability insurance in combined limits of \$3,000,000 bodily injury and property damage per occurrence, including contractual liability to cover Contractor's ~~insurable~~ obligations under the "Indemnity" clause of this Agreement ~~and including HCESC as an additional insured.~~

**A9.3** Workers' Compensation ~~as required by applicable law,~~ and Employer's Liability insurance ~~with limits of \$1,000,000.~~

~~**A9.4 Intentionally omitted. Professional Liability insurance in limits of \$3,000,000 bodily injury and property damage each claim, including contractual liability to cover Contractor's obligations under the "Indemnity" clause of this agreement and including the HCESC as an additional insured.**~~

Limits may be maintained in any combination of primary and excess insurance. Contractor agrees to provide Certificates of Insurance to the HCESC for each line of coverage. ~~In the event of notice of cancellation, Contractor shall promptly replace insurance so that no lapse in coverage occurs. Certificates shall require Contractor's insurer to provide HCESC thirty (30) days prior written notice of cancellation or material change in the policies and~~ To the extent permitted by law, Contractor shall require its insurers to waive the right of subrogation against HCESC and its members, but only to the extent of liabilities falling within Contractor's indemnity obligations under this Agreement. Certificates will specify the ~~contractual and~~ additional insured requirements of paragraphs ~~A9.1 through A9.4 above~~ and will be mailed to the HCESC.

Members may require being named as additional insured ~~on the commercial general liability insurance,~~ depending on the project. Certificates are to be forwarded upon request.

## **A.10 Leasing**

Read and Understood. Please see our response to Section B5 for additional information regarding lease/financing options available through Cisco Capital, a whole-owned subsidiary of Cisco Systems, Inc.

## **A.11 Trade-Ins**

Read and Understood. Please see our response to Section B5 for additional information regarding Cisco's trade-in program.

## **A.12 Warranty**

Cisco offers our Standard Warranty Terms and Conditions as defined in the attached "Cisco 90-Day Limited Hardware Warranty Terms.pdf"

## **A.14 Internet/E-Commerce Site**

For the new contract, Cisco will continue to provide a similar website as currently provided for the existing contract with HCESC, with the same look and feel and content. Given the complexity of Cisco Products



and Services, Cisco cannot provide an online catalog with ordering capabilities. Authorized resellers will be responsible for working with purchasers to develop the necessary Bill of Materials to meet purchaser's requirements and place the order(s) accordingly for the customer.

### **A15 Price List**

Cisco will supply a current price list in electronic form. Post-award, members will have access to the electronic price list at no cost via the provided web site. Printed copies of the price list ("Catalog") are not available.

### **A16 Corrective Action**

A16.2:

Please replace A16.2 with the following:

If the alleged breach is related to Reseller or Subcontractor performance, the Reseller or Subcontractor shall respond in writing within five (5) business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the contract into compliance, which date shall not be more than ten (10) days from the date of the Reseller's or Subcontractor's response unless HCESC, in conjunction with its affected member district, grants in writing an extension in the number of days to complete the corrective actions. If Reseller or Subcontractor does not respond in accordance within these timeframes, Contractor agrees to work with HCESC to resolve the issue. Depending on the alleged breach of contract related to Reseller's or Subcontractor's performance or non-performance, Contractor and HCESC jointly will determine the appropriate timetable for Contractor to successfully address or remediate the alleged breach with the Reseller or Subcontractor at issue.

If the alleged breach is solely related to Contractor's performance, Contractor shall respond in writing within ten (10) business days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response unless the HCESC, in conjunction with its affected member district, grants in writing an extension in the number of days to complete the corrective actions. Depending on the alleged breach of contract, Contractor and HCESC jointly will determine the appropriate timetable for Contractor to successfully address or remediate the alleged breach.

A16.3:

Replace A16.3 with the following:

HCESC, in conjunction with its affected member, will provide written notification to the vendor in writing of its determination as to the sufficiency of the corrective action plan. The determination of sufficiency of the corrective plan shall be at the discretion of HCESC in conjunction with its affected member district.

In the event that the vendor does not respond within the appropriate time with a corrective action plan, or the corrective action plan is determined by HCESC, in conjunction with its affected member district, to be insufficient, HCESC may commence termination of this contract.

### **A.17 Termination**

A17

Please change “thirty (30) days” to “sixty (60) days” to allow time to address HCESC concerns.

The second sentence is too vague. Delete second sentence “HCESC and its member districts shall not pay for any services and/or materials that are unsatisfactory.”

A17.2

We respectfully request that “deadlines” be replaced with “material deadlines”

We respectfully request that “in writing” be added to the end of the sentence.

### **A18 Business Registration Certificate**

Please see change the second to last sentence of the first paragraph to the following:

The Contractor will include a copy of each Reseller’s or Subcontractor’s New Jersey Business Registration Certificate or provide proof of its Business Registration status before any Reseller’s or Subcontractor’s shall be authorized to provide products or services under the Contract.

### **Bidder’s Checklist**

Change eighth subsection to read as follows due to changes in A.9 above:

Certificate(s) of Insurance Demonstrating Required Workers Compensation, Employers Liability, General Liability and Automobile Coverage Required ~~Within ten (10)~~ business 7 Days After Prior to the Issuance of a Contract and Naming HCESC as Additional Insured Under Commercial General Liability Insurance as Specified Herein Within 7 Days (A9)

**This Form Must Accompany Bid Submission**  
**Bidders Checklist**

Required w/Bid \_\_\_\_\_ Submitted w/Bid \_\_\_\_\_

<u>XXX</u>	Stockholders Disclosure Certification (Exhibit E)	<u>XXX</u>
<u>XXX</u>	Non-Collusion Affidavit (Exhibit C)	<u>XXX</u>
<u>XXX</u>	Bid Proposal Forms (Exhibit F)	<u>XXX</u>
—	Business Registration Certificate(s) Required Prior to the Issuance of a Contract within 7 Days as well as its approved Distributors & Subcontractors if applicable (A18)	<u>XXX</u>
<u>XXX</u>	Bidder's Acknowledgement of Receipt of Addenda (to be completed if addenda are issued) (Exhibit D)	<u>XXX</u>
<u>XXX</u>	Required Evidence EEO/Affirmative Action Regulations Questionnaire (Exhibit A)	<u>XXX</u>
—	Affirmative Action Certificate or Copy of Completed AA302 together with Proof of Payment. <u>Required Prior to the Issuance of a Contract within 7 Days</u> (A19)	—
—	Certificate(s) of Insurance Demonstrating Required Workers Compensation, Employers Liability, General Liability and Automobile Coverage <u>Required Prior to the Issuance of a Contract Naming HCESC as Additional Insured Within 7 Days</u> (A9)	—
<u>XXX</u>	Political Contribution Disclosure Form (A23 & Exhibit B)	<u>XXX</u>
<u>XXX</u>	Current Price List or Catalog (A15)	<u>XXX</u>

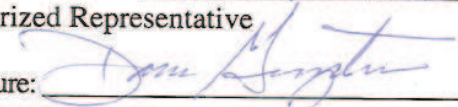
May be Required by Individual Districts (Owner) Prior to Commencing Projects.

<u>XXX</u>	Business Registration Certificate(s) (A1)	<u>XXX</u>
<u>XXX</u>	Insurance Certificate (A7)	<u>N/A</u>
<u>XXX</u>	W-9 Form (A20)	<u>N/A</u>

This checklist is provided for bidder's use in assuring compliance with required documentation; however, it does not include all specification requirements and does not relieve the bidder of the need to read and comply with the specifications.

Name of Bidder: Cisco Systems, Inc. Date: July 10, 2012

Authorized Representative

Signature:  Print Name: Dana Giampetroni

Title: Finance Director

Certification 5522

**CERTIFICATE OF EMPLOYEE INFORMATION REPORT  
RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of 15 SEP 2009 to 15 SEP 2012



CISCO SYSTEMS, INC.  
170 W. TASMAN DRIVE  
SAN JOSE CA 95134



Andrew P. Sidamon-Eristoff  
State Treasurer





# STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

**Taxpayer Name:**

CISCO SYSTEMS, INC.

**Trade Name:**

**Address:**

325 W TASMAN DRIVE  
SAN JOSE, CA 95134

**Certificate Number:**

0095418

**Effective Date:**

January 19, 1989

**Date of Issuance:**

June 06, 2012

**For Office Use Only:**

20120606175430209

# Cisco 90-Day Limited Hardware Warranty Terms

The following are terms applicable to your hardware warranty. Your formal Warranty Statement, including the warranty applicable to Cisco software, appears in the *Cisco Information Packet* that accompanies your Cisco product.

**Duration of Hardware Warranty:** Ninety (90) Days

**Replacement, Repair or Refund Procedure for Hardware:** Cisco or its service center will use commercially reasonable efforts to ship a replacement part within ten (10) working days after receipt of the RMA request. Actual delivery times may vary depending on Customer location.

Cisco reserves the right to refund the purchase price as its exclusive warranty remedy.

**To Receive a Return Materials Authorization (RMA) Number:** Please contact the party from whom you purchased the product. If you purchased the product directly from Cisco, contact your Cisco Sales and Service Representative.

Complete the form below and keep for ready reference.

Product purchased from:	
Their telephone number:	
Product Model and Serial number:	
Maintenance Contract number:	

Product warranty terms and other information applicable to Cisco products are available at the following URL:

<http://www.cisco.com/go/warranty>

Consult the above website or your Cisco Sales and Service Representative for a complete listing of Cisco products and applicable warranties.

78-5236-01D0





## End User License Agreement

**IMPORTANT: PLEASE READ THIS END USER LICENSE AGREEMENT CAREFULLY. IT IS VERY IMPORTANT THAT YOU CHECK THAT YOU ARE PURCHASING CISCO SOFTWARE OR EQUIPMENT FROM AN APPROVED SOURCE AND THAT YOU, OR THE ENTITY YOU REPRESENT (COLLECTIVELY, THE "CUSTOMER"), HAVE BEEN REGISTERED AS THE END USER FOR THE PURPOSES OF THIS CISCO END USER LICENSE AGREEMENT. IF YOU ARE NOT REGISTERED AS THE END USER YOU HAVE NO LICENSE TO USE THE SOFTWARE AND THE LIMITED WARRANTY IN THIS END USER LICENSE AGREEMENT DOES NOT APPLY. ASSUMING YOU HAVE PURCHASED FROM AN APPROVED SOURCE, DOWNLOADING, INSTALLING OR USING CISCO OR CISCO-SUPPLIED SOFTWARE CONSTITUTES ACCEPTANCE OF THIS AGREEMENT.**

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- (iv) publish any results of benchmark tests run on the Software;
- (v) use or permit the Software to be used to perform services for third parties, whether on a service bureau or time sharing basis or otherwise, without the express written authorization of Cisco; or
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To the extent required by applicable law, and at Customer's written request, Cisco shall provide Customer with the interface information needed to achieve interoperability between the Software and another independently created program, on payment of Cisco's applicable fee, if any. Customer shall observe strict obligations of confidentiality with respect to such information and shall use such information in compliance with any applicable terms and conditions upon which Cisco makes such information available.

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**Customer Records.** Customer grants to Cisco and its independent accountants the right to examine Customer's books, records and accounts during Customer's normal business hours to verify compliance with this Agreement. In the event such audit discloses non-compliance with this Agreement, Customer shall promptly pay to Cisco the appropriate license fees, plus the reasonable cost of conducting the audit.

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**Cisco Systems, Inc., 170 West Tasman Drive, San Jose, CA 95134-1706 USA**  
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readme.txt file, third-party click-accept or elsewhere (e.g. on [www.cisco.com](http://www.cisco.com)) (the "Identified Component(s)") as being subject to different license agreement terms, disclaimers of warranties, limited warranties or other terms and conditions (collectively, "Additional Terms") than those set forth herein. You agree to the applicable Additional Terms for any such Identified Component(s).

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Subject to the limitations and conditions set forth herein, Cisco warrants that commencing from the date of shipment to Customer (but in case of resale by an Approved Source other than Cisco, commencing not more than ninety (90) days after original shipment by Cisco), and continuing for a period of the longer of (a) ninety (90) days or (b) the warranty period (if any) expressly set forth as applicable specifically to software in the warranty card accompanying the product of which the Software is a part (the "Product") (if any): (a) the media on which the Software is furnished will be free of defects in materials and workmanship under normal use; and (b) the Software substantially conforms to the Documentation. The date of shipment of a Product by Cisco is set forth on the packaging material in which the Product is shipped. Except for the foregoing, the Software is provided "AS IS". This limited warranty extends only to the Software purchased from an Approved Source by a Customer who is the first registered end user. Customer's sole and exclusive remedy and the entire liability of Cisco and its suppliers under this limited warranty will be (i) replacement of defective media and/or (ii) at Cisco's option, repair, replacement, or refund of the purchase price of the Software, in both cases subject to the condition that any error or defect constituting a breach of this limited warranty is reported to the Approved Source supplying the Software to Customer, within the warranty period. Cisco or the Approved Source supplying the Software to Customer may, at its option, require return of the Software and/or Documentation as a condition to the remedy. In no event does Cisco warrant that the Software is error free or that Customer will be able to operate the Software without problems or interruptions. In addition, due to the continual development of new techniques for intruding upon and attacking networks, Cisco does not warrant that the Software or any equipment, system or network on which the Software is used will be free of vulnerability to intrusion or attack.

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