

Maintenance Proposal

Kern Community College District (KCCD)

2100 Chester Avenue
Bakersfield, CA 93301

Eddie Alvarado
661.336.5137
éalvarad@kccd.edu

<input type="checkbox"/> Renewal of End Points	\$ 48,153.32
<input type="checkbox"/> Renewal of AV Integrated Rooms	\$ 19,906.86
<input type="checkbox"/> Preventative Maintenance	\$ 6,210.00
Total:	\$ 74,270.18

Maintenance coverage for One Year of service coverage ending on 6/30/2018.

In some cases, systems are co-terminated/pro-rated to have their service end 6/30/2018.

Included in the Maintenance Services:

*SPS 24/7 Help Desk for Locations within USA

*Advanced Hardware Replacement for failed parts

*Access to All Manufacturer software updates and upgrades

Quote Valid until 6/30/17

Pricing and availability of coverage is subject to change.

SPS Account Executive:

Christian A. Heimlich
Tel: (805) 384-2440
[mailto: cheimlich@spscom.com](mailto:cheimlich@spscom.com)

Kern Community College District
Authorized Signature:

Date:

By signing this document you hereby accept the SPS Purchase Terms & Conditions as stated at:

<http://www.spscom.com//terms-and-conditions>

Quote #: TLCCCH/060517
Quote Date: 6/5/2017

Kern Community College District (KCCD)

2100 Chester Avenue
Bakersfield, CA 93301

Eddie Alvarado
661.336.5137
ealvarad@kcccd.edu

MAINTENANCE RENEWAL CO-TERMED TO 6/30/18



End Points & Infra

TotalCare Remote Support Contract Renewal

DATE: 06/05/17
QUOTE NO: TLCH/060517
ACCT MGR: C. HEIMLICH

SPS Service Account Name	Contact Name / email	Installed Address	Service Level	SVC Part Number	Maintenance Model / Desc	System Serial Number	Current End Date	New Service Start Date	Service End Date	Days/Term	Unit Pricing	Co-Termed/Extd Pricing	Notes
KCCD - Bakersfield College - Delano Admin System 113	Kristin Rabe (661) 395-4615 krabe@bakersfieldcollege.edu	Bakersfield College 1415 Timmons Ave., Delano, CA 93215	SPS TotalCare Remote	SP-00388-156-XX1R	HDX Media Center 8000 series with Two Displays from L182 moved here & replaced HDX Media Center 8000 series with One Display	8808491001FDGC REPLACING 8208250A818CCG	6/30/2017	7/1/2017	6/30/2018	365	\$ 3,214.00	\$ 3,214.00	EOSL: 10/31/20
KCCD - Cerro Coso Ridgecrest- IWW Admin System EW 207 (Prev MB 350)	Kenny Taylor 760-384-6179 kenny.taylor@cerrocoso.edu	Cerro Coso College 3000 College Heights Blvd Ridgecrest, CA 93555	SPS TotalCare Remote	SP-00388-156-XX1R	HDX Media Center 8000 series with Two Displays	8808481001A2CG	6/30/2017	7/1/2017	6/30/2018	365	\$ 3,214.00	\$ 3,214.00	EOSL: 10/31/20
KCCD - Porterville College - Admin System 552	Vern Butler 559-791-2313 vbutler@portervillecollege.edu	100 E. College Ave, Porterville, CA 93257	SPS TotalCare Remote	SP-00388-156-XX1R	HDX Media Center 8000 series with Two Displays	880911100758PG	6/30/2017	7/1/2017	6/30/2018	365	\$ 3,214.00	\$ 3,214.00	EOSL: 10/31/20
KCCD - Pacific Room - Admin System California Rm	Ron Wilson 661-336-5198 rwilson@kcccd.edu	2100 Chester Avenue ATTN: IT Infrastructure Bakersfield, CA 93301	SPS TotalCare Remote	SP-00388-156-XX1R	HDX Media Center 8000 series with Two Displays	8208460843D1CG	6/30/2017	7/1/2017	6/30/2018	365	\$ 3,214.00	\$ 3,214.00	EOSL: 10/31/20
KCCD - Bakersfield, District Office, DO Data Center, Asset Name: RMX2000	Ron Wilson 661-336-5198 rwilson@kcccd.edu	2100 Chester Avenue ATTN: IT Infrastructure Bakersfield, CA 93301	SPS TotalCare Remote	SP-20120-160-XX1R	RMX 2000 MPM+ 20HD/80CIF System (P/N: VRMX2000RXUP) MMPXR / Z5PORTS	VR2071227010	6/30/2017	7/1/2017	6/30/2018	365	\$ 15,579.00	\$ 15,579.00	EOSL: 12/31/20
KCCD - Bakersfield, District Office, DO Data Center, Asset Name: RMX2000	Ron Wilson 661-336-5198 rwilson@kcccd.edu	2100 Chester Avenue ATTN: IT Infrastructure Bakersfield, CA 93301	SPS TotalCare Remote	SP-00281-160-XX1R	RPCS 2000 SVC Lic (P/N: 5150-18200-511)	X1059-6224-6052-3762	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,875.00	\$ 1,875.00	EOSL: 12/31/20
KCCD - Bakersfield, District Office, DO Data Center, Asset Name: Duo Manager	Ron Wilson 661-336-5198 rwilson@kcccd.edu	2100 Chester Avenue ATTN: IT Infrastructure Bakersfield, CA 93301	SPS TotalCare Remote	SP-73001-160-XX1R	Video Dual Manager 400 Platform	72Q7J02	6/30/2017	7/1/2017	8/1/2018	397	\$ 2,961.00	\$ 3,220.59	EOSL: 8/1/18
KCCD - Bakersfield College Nursing - RSS 4000	Kristin Rabe (661) 395-4615 krabe@bakersfieldcollege.edu	2100 Chester Avenue ATTN: IT Infrastructure Bakersfield, CA 93301	SPS TotalCare Remote	SP-00650-160-XX1R	RSS 4000 5 Port Solution	0004F2948852	6/30/2017	7/1/2017	3/31/2018	274	\$ 2,475.00	\$ 1,857.95	EOSL: 3/31/18
KCCD-Bakersfield College - Admin System L182	Kristin Rabe (661) 395-4615 krabe@bakersfieldcollege.edu	Bakersfield College 1801 Panorama Dr. Bakersfield, CA 93305			HDX Media Center 8000 series with Two Displays NEW GRP SERIES FOR THIS ROOM	NEED NEW SYSTEM SERIAL FOR THIS ROOM					\$		
KCCD - Cerro Coso - Mammoth 206	Michael Barrett 760-872-5306, 760-924-1612 mbarrett@cerrocoso.edu	Mammoth Campus 101 College Parkway Mammoth Lakes, CA 93546	SPS TotalCare Remote	SP-65466-160-XX1R	Group 700 Codec Only	82151940EDC3CW	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,339.00	\$ 1,339.00	
KCCD - Cerro Coso - Bishop	Michael Barrett 760-872-5306, 760-924-1612 mbarrett@cerrocoso.edu	Bishop Campus 4090 West Line Street Bishop, CA 93514	SPS TotalCare Remote	SP-65466-160-XX1R	Group 700 Codec Only	82151940ED82CW	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,339.00	\$ 1,339.00	
KCCD - Ridgecrest	Mike Campbell (760) 384-6159 michael.campbell@cerrocoso.edu	2100 Chester Avenue ATTN: IT Infrastructure Bakersfield, CA 93301	SPS TotalCare Remote	SP-00650-160-XX1R	RSS 4000 5 Port Solution	0004F2949832	6/30/2017	7/1/2017	3/31/2018	274	\$ 2,475.00	\$ 1,857.95	EOSL: 3/31/18
KCCD - Bakersfield College - L149	Kristin Rabe (661) 395-4615 krabe@bakersfieldcollege.edu	Bakersfield College 1801 Panorama Dr. Bakersfield, CA 93305	SPS TotalCare Remote	SP-65466-160-XX1R	Group 700- 1080p	82144640E2C1CW	4/1/2018	4/2/2018	6/30/2018	89	\$ 1,339.00	\$ 326.50	
KCCD - Bakersfield College - L149	Kristin Rabe (661) 395-4615 krabe@bakersfieldcollege.edu	Bakersfield College 1801 Panorama Dr. Bakersfield, CA 93305	SPS TotalCare Remote	SP-00350-160-XX1R	Soundstructure C16	0004F28FA2E2	4/1/2018	4/2/2018	6/30/2018	89	\$ 695.00	\$ 169.47	
KCCD - Ridgecrest KRV 2 Class Station		3000 College Heights Blvd, Ridgecrest, CA 93555		8200-09800-001	6k, 7k, 8k and 9k series HDCI inputs includes Power	098497518 and 128406856	1/9/2017				N/A	N/A	DOES NOT REQUIRE MAINT
KCCD - Bakersfield College - Delano 117		Bakersfield College 1450 Timmons Ave., Delano, CA 93215	SPS TotalCare Remote		Real Presence Group 700-720p	821607439F89CW	5/31/2019				N/A	N/A	ALREADY COVERED THROUGH 2019
KCCD - Bakersfield - District Office		District Office Receiving 2100 Chester Avenue, Bakersfield, CA 93301	SPS TotalCare Remote	SP-23790-160-XX1R	RP Mediaalign 155	8216054542EACV	6/15/2017	6/16/2017	6/30/2018	379	\$ 2,700.00	\$ 2,803.56	
KCCD - Bakersfield - District Office		District Office Receiving 2100 Chester Avenue, Bakersfield, CA 93301	SPS TotalCare Remote	SP-23860-160-XX1R	RP Mediaalign 255	8216054543CACV	7/18/2017	7/19/2017	6/30/2018	346	\$ 5,200.00	\$ 4,929.32	

Total: \$ 48,153.32

QUOTE VALID 30 DAYS

Net Due 30 Days from Signed Quote.
Applicable freight and taxes not included in this quote.

Grand Total: \$ 48,153.32

By signing this document you hereby accept the SPS Purchase Terms & Conditions as stated at:

<http://www.spscom.com/terms-and-conditions>

Authorized signature (KCCD):

Date:

Quote document must be signed for order acceptance.
Please allow 7-10 business days for complete order processing

Kern Community College District (KCCD)

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Strategic Products and Services, formerly Providea Conferencing

MAINTENANCE RENEWAL CO-TERMED TO 6/30/18

AV Integrated Rooms

TotalCare Remote Support Contract Renewal

DATE: 06/05/17
QUOTE NO: TLCCH/060517
ACCT MGR: C. HEIMLICH

SPS Service Account Name	Contact Name / email	Installed Address	SVC Part Number	Maintenance Desc	Room Name or Number	Current End Date	New Service Start Date	New Service End Date	Days/Term	Unit Pricing	Co-Termed/Extd Pricing
Bakersfield College	(661) 395-4615 krabe@bakersfieldcollege.edu	Bakersfield, CA 93301	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage* ROOM UPGRADED***	Library 147	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,552.59	\$ 1,552.59
Bakersfield College	(661) 395-4615 krabe@bakersfieldcollege.edu	1450 Timmons Ave. Delano, CA 93215	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage*	Delano 117	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,669.63	\$ 1,669.63
IWW Cerro Coso	Kenny Taylor 760-384-6179 kenny.taylor@cerrococo.edu	Cerro Coso College 3000 College Heights Blvd Ridgecrest, CA 93555	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage* ROOM WAS ENTIRELY REFRESHED ASIDE FROM AMX - AMX ELIGIBLE FOR COVERAGE?	LRC 604	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,770.27	\$ 1,770.27
IWW Cerro Coso	Kenny Taylor 760-384-6179 kenny.taylor@cerrococo.edu	Cerro Coso College 3000 College Heights Blvd Ridgecrest, CA 93555	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage* ROOM WAS ENTIRELY REFRESHED ASIDE FROM AMX - AMX ELIGIBLE FOR COVERAGE?	LRC 722	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,770.27	\$ 1,770.27
KRV Cerro Coso	Kenny Taylor 760-384-6179 kenny.taylor@cerrococo.edu	5520 Lake Isabella Blvd PO Box 3204 Lake Isabella, CA	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage*	KRV 2	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,770.27	\$ 1,770.27
Bishop ESCC Cerro Coso	Michael Barrett 760-872-5306, 760-924-1612 mbarrett@cerrococo.edu	4090 West Line St. Bishop, CA	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage*	Bishop 110	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,770.27	\$ 1,770.27
Bishop ESCC Cerro Coso	Michael Barrett 760-872-5306, 760-924-1612 mbarrett@cerrococo.edu	4090 West Line St. Bishop, CA	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage*	Bishop 122	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,770.27	\$ 1,770.27
Mammoth ESCC Cerro Coso	760-872-5306, 760-924-1612 mbarrett@cerrococo.edu	Center , Mammoth Campus 101 College Parkway,	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage*	Mammoth 202	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,770.27	\$ 1,770.27
Mammoth ESCC Cerro Coso	760-872-5306, 760-924-1612 mbarrett@cerrococo.edu	Center , Mammoth Campus 101 College Parkway,	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment A for details of coverage*	Mammoth 206	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,770.27	\$ 1,770.27
KRV Cerro Coso	Kenny Taylor 760-384-6179 kenny.taylor@cerrococo.edu	5520 Lake Isabella Blvd PO Box 3204 Lake Isabella, CA	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment B for details of coverage*	KRV Mobile Classroom	6/30/2017	7/1/2017	6/30/2018	365	\$ 2,210.75	\$ 2,210.75

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MAINTENANCE RENEWAL CO-TERMED TO 6/30/18

AV Integrated Rooms

TotalCare Remote Support Contract Renewal

DATE: 06/05/17
QUOTE NO: TLCCH/060517
ACCT MGR: C. HEIMLICH

SPS Service Account Name	Contact Name / email	Installed Address	SVC Part Number	Maintenance Desc	Room Name or Number	Current End Date	New Service Start Date	New Service End Date	Days/Term	Unit Pricing	Co-Termed/Extd Pricing
KCCD - Cerro Coso - Mammoth - 70" Display	Michael Barrett 760-872-5306, 760-924-1612 mbarrett@cerrococo.edu	Eastern Sierra College Mammoth Campus 101 College Parkway Mammoth Lakes, CA 93546	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment B for details of coverage*	KCCD - Cerro Coso - Mammoth - 70" Display	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,041.00	\$ 1,041.00
KCCD - Cerro Coso - Bishop - 70" Display	Michael Barrett 760-872-5306, 760-924-1612 mbarrett@cerrococo.edu	Bishop Campus 4090 West Line Street Bishop, CA 93514	AV-INT-XX1R	AV Integrated Room - REMOTE COVERAGE * See Attachment B for details of coverage*	KCCD - Cerro Coso - Bishop - 70" Display	6/30/2017	7/1/2017	6/30/2018	365	\$ 1,041.00	\$ 1,041.00

Total: \$ 19,906.86

QUOTE VALID 30 DAYS

Net Due 30 Days from Signed Quote.
Applicable freight and taxes not included in this quote.

Grand Total: \$ 19,906.86

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Quote document must be signed for order acceptance.
Please allow 7-10 business days for complete order processing

Authorized signature (KCCD): _____

Date: _____

Videoconferencing Proposal



Maintenance Renewal

Kern Community College District (KCCD)

2100 Chester Avenue
Bakersfield, CA 93301

Eddie Alvarado,
(661) ealvarad@kccd.edu

DATE 06/05/17
QUOTE # TLC-CH KCCD
Christian Heimlich

CRM OPP:

Qty	Part Number	Description	Unit Price	Total
1	CSV-KCCD-XXPM	<p>Preventative Maintenance Visits (6) Sites, (3) Days - SPS / KCCD to determine 2017 schedule.</p> <p><i>Tentative Schedule: 1 day at Bakersfield College (AM) and Delano (PM) or vice versa, 1 day at CC Ridgecrest (AM) and then to KRV (PM), 1 day at Mammoth (AM) and Bishop (PM) or vice versa. (Travel cost included in total price)</i></p> <p>SPS will perform 4 preventive maintenance visits within a one year period. These visits may be performed in conjunction with a service call and will include but are not limited to:</p> <ul style="list-style-type: none"> • Audio & Video Performance evaluation • Inspect and adjust connections and cabling / wiring harnesses to ensure that all are properly secured • Inspect, adjust and / or clean applicable system components • Conduct audit to identify any needed future repairs, highlight potential for new features or system hardware upgrade recommendations • Inventory major equipment components including serial numbers and current software or firmware revisions. • Evaluate and make recommendations for software or firmware upgrades based on features, fixes, and performance. • Projector Bulbs and / or Filters will be inspected, cleaned and replaced if necessary during these preventive maintenance visits and the labor necessary to perform this function is included during this type of visit. The customer is responsible to supply projector filters and projector bulbs as consumable items. SPS will provide this service outside of a preventive maintenance visit but it will be on a billable basis 4 hour minimum 	\$6,900.00	\$6,900.00
			Total Services	\$6,900.00
			PM Discount	\$690.00
			GRAND TOTAL	\$6,210.00

Due Net 30 days from Acceptance/PO: \$6,210.00

Applicable freight and taxes **not** included in this quote

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<http://www.spscom.com/terms-and-conditions>

Customer Signature

Date

Instructional Video Units

Site	Room Number	Asset Name	Description / Model Number	Manufacturer	Serial Number	Actual Unit Information	Pricing Reflected in End Points Tab	Pricing Reflected in AV Rooms Tab
<u>Bakersfield College</u> BC L147	Library 147	SP-CUSTOM-158-XX10 CP5494E ClassStation	HDX 9004	Polycom	82081508991DC1	82081508991DC1 Software Version: Release: 2.5.0.8-4035 MAC Address: 00:E0:DB:08:99:1D	No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL	No Coverage No Coverage
			1-HDX9004 2-Eagle Eye I cameras 4-HDX Ceiling Microphone Arrays 1-VCR/DVD SD Combo Player 1-XGA Document Camera	Polycom Polycom Polycom Samsung Elmo				
Differences			EE "HD" camera DVD-V9800 HV-5100XG 2200-21969-120 and C1PLY12R PME-50XP12P NXT-CV10 and FG2105-14	Polycom (OEM Cambridge Sound) Polycom (OEM Sampo) AMX			Covered No Coverage No Coverage	
	Equipment is cabled through a component DA and Scan converter to our control room for broadcast. Monitors are on stands and dropped from rear ceiling soffit. Extron P2DA2xi - XGA DA is standard - to allow for laptop usage							
Delano 117	Delano 117	SP-CUSTOM-158-XX10 CP5494F ClassStation	HDX 9004	Polycom	82074208907EP1	82074208907EP1 Software Version: Release: 2.5.0.7-4032 MAC Address: 00:E0:DB:08:92:4E	No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL	No Coverage No Coverage
			1-HDX9004 2-Eagle Eye I cameras 4-HDX Ceiling Microphone Arrays 1-VCR/DVD SD Combo Player 1-XGA Document Camera	Polycom Polycom Polycom Samsung Elmo				
Differences			EE "HD" camera DVD-V6700 HV-5100XG 2200-21969-120 and C1PLY12R PME-50XP12P 55132 H and 55136TWMOD NXT-CV10 and FG2105-14	Polycom (OEM Cambridge Sound) Polycom (OEM Sampo) Spectrum AMX			Covered No Coverage Covered No Coverage	
	Monitors wall mounted, front white board - VGA and Component DA in addition to Extron P2DA2xi in classroom. Projector has been installed to allow for larger VGA image.							
CCIWV604	LRC 604	SP-CUSTOM-158-XX10 CP6240H ClassStation	HDX 9004	Polycom	8710190A5D6BC1	8710190A5D6BC1 Software Version: Release: 2.6.0-4740 MAC Address: 00:50:60:80:6C:57	No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL	No Coverage No Coverage No Coverage
			1-HDX9004 2-Eagle Eye I Cameras 4-HDX Ceiling Microphone Arrays 1-VCR/DVD SD Combo player 1-XGA Document Camera 3-60" Plasma displays	Polycom Polycom Polycom Samsung Elmo LG				
Differences			NXT-CV10 and FG2105-14 55190 IDHDS	AMX Spectrum			Covered No Coverage No Coverage	
	Additional 2 monitors on each side of the room, additional component DA's, Extron P2DA2xi to allow for laptop usage. Monitors are externally turned on/off with remote							
CCIWV722	LRC 722	SP-CUSTOM-158-XX10 CP6240H ClassStation	HDX 9004	Polycom	870812089850P1	870812089850P1 Software Version: Release - 2.5.0.8-4035 MAC Address: 00:E0:DB:0A:53:07	No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL	No Coverage No Coverage No Coverage
			1-HDX9004 2-Eagle Eye I Cameras 4-HDX Ceiling Microphone Arrays 1-VCR/DVD SD Combo player 1-XGA Document Camera 3-60" Plasma displays	Polycom Polycom Polycom Samsung Elmo LG				
Differences			NXT-CV10 and FG2105-14 55190 IDHDS	AMX Spectrum			Covered No Coverage No Coverage	
	Wall mounted monitors and drop ceiling monitor, Extron P2DA2xi for laptop usage							
<u>KRV Cerro Coso</u> KRV 2	KRV 2	SP-CUSTOM-158-XX10 CP6240G ClassStation	HDX 9004	Polycom	8709080A5310C1	8709080A5310C1 Software Version: Release: 2.5.0.8-4035 MAC Address: 00:E0:DB:0A:53:10	No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL	No Coverage

		1-XGA Document Camera 3-50" Plasma Displays	HV-5100XG PMP-50FPSM NXT-CV10 and FG2105-14	Elmo Polycom (OEM Sampo)) AMX				No Coverage No Coverage
Differences	Wall mounted monitors, Extron P2DA2xi for laptop usage	1-10"Wired Touch Panel control 1-Instructor Podium	55190 IDHDS	Spectrum				Covered No Coverage No Coverage
<u>Bishop ESCC Cerro Coso</u>								
Bishop 110	Bishop 110	SP-CUSTOM-158-XX10 CP6240G ClassStation	HDX 9004	Polycom	820809089730P1	820809089730P1	Software Version: MAC Address:	Release - 2.5.0.8-4035 00:E0:DB:0A:52:E9
		1-HDX9004 Codec 2-Eagle Eye 1 Cameras 4-Ceiling Mic Arrays		Polycom Polycom Polycom				No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL
		1-VCR/DVD SD combo player 1-XGA Document Camera 3-50" Plasma Displays	DVD-V9800 HV-5100XG PMP-50FPSM NXT-CV10 and FG2105-14	Samsung Elmo Polycom (OEM Sampo))				No Coverage No Coverage No Coverage
		1-10"Wired Touch Panel control 1-Instructor Podium	55190 IDHDS	Spectrum				Covered No Coverage No Coverage
Differences	Wall mounted monitors mounted with camera in between - close together, Extron P2DA2xi for laptop usage							No Coverage No Coverage
Bishop 122	Bishop 122	SP-CUSTOM-158-XX10 CP5494G ClassStation	HDX 9004	Polycom	8210120A5CD4P1	8210120A5CD4P1	Software Version: MAC Address:	Release: 2.5.0.8-4035 00:E0:DB:08:9F:18
		1-HDX9004 Codec 2-Eagle Eye 1 Cameras 4-Ceiling Mic Arrays		Polycom Polycom Polycom				No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL
		1-VCR/DVD SD combo player 1-XGA Document Camera 3-50" Plasma Displays	DVD-V9800 HV-5100XG PMP-50FPSM NXT-CV10 and FG2105-14	Samsung Elmo Polycom (OEM Sampo))				No Coverage No Coverage No Coverage
		1-10"Wired Touch Panel control 1-Instructor Podium	55190 IDHDS	Spectrum				Covered No Coverage No Coverage
Differences	Wall mounted monitors - apart - screen in the middle, Extron P2DA2xi for laptop usage							No Coverage No Coverage
<u>Mammoth ESCC Cerro Coso</u>								
Mammoth 202	Mammoth 202	SP-CUSTOM-158-XX10 CP6240G ClassStation	HDX 9004	Polycom	8709080A52F4C1	8709080A52F4C1	Software Version: Mac Address:	Release: 2.5.0.8-4035 00:E0:DB:0A:52:F4
		1-HDX9004 Codec 2-Eagle Eye 1 Cameras 4-Ceiling Mic Arrays		Polycom Polycom Polycom				No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL
		1-VCR/DVD SD combo player 1-XGA Document Camera 3-50" Plasma Displays	DVD-V9800 HV-5100XG PMP-50FPSM NXT-CV10 and FG2105-14	Samsung Elmo Polycom (OEM Sampo))				No Coverage No Coverage No Coverage
		1-10"Wired Touch Panel control 1-Instructor Podium	55190 IDHDS	Spectrum				Covered No Coverage No Coverage
Differences	Wall mounted monitors above white board with camera in the middle. Extron P2DA2xi for laptop usage							No Coverage No Coverage
Mammoth 206	Mammoth 206	SP-CUSTOM-158-XX10 CP5494G ClassStation	HDX 9004	Polycom	820845089F60C1	820845089F60C1	Software Version: MAC Address:	Release: 2.5.0.8- 4035 00:E0:DB:08:9F:60
		1-HDX9004 Codec 2-Eagle Eye 1 Cameras 4-Ceiling Mic Arrays		Polycom Polycom Polycom				No Coverage - EOSL No Coverage - EOSL No Coverage - EOSL
		1-VCR/DVD SD combo player 1-XGA Document Camera 3-50" Plasma Displays	DVD-V9800 HV-5100XG PMP-50FPSM NXT-CV10 and FG2105-14	Samsung Elmo Polycom (OEM Sampo))				No Coverage No Coverage No Coverage
		1-10"Wired Touch Panel control 1-Instructor Podium	55190 IDHDS	Spectrum				Covered No Coverage No Coverage
Differences	Wall mounted monitors above white board with screen in the middle - camera is off to the left above instructor station. Extron P2DA2xi for laptop usage.							No Coverage No Coverage

ATTACHMENT B

KCCD
Bakersfield, CA - Rm L149 / COF-122644

Manufacturer	Model Number	Description	Qty	Covered Y/N
Supplied by Client	Supplied by Client	Dedicated Rack PC VGA + Audio Connection or HDMI / Display Port	1	N
Supplied by Client	Supplied by Client	Computer or Laptop Input at Teachers Station, VGA with 3.5mm Audio or HDMI / Display Port	1	N
Elmo		Reuse existing document camera (VGA)	1	N
Polycom	7200-65466-001	Group 700 CODEC ONLY SKU (no camera, microphone array, power cord) - 720p, NTSC/PAL. Includes remote control and 2 cables: 1.8m HDMI, 3.6m CAT 5E LAN. CALA includes Service in price. ROW require purchase of separate Service Product ID. Covered under Endpoint Maintenance Coverage	1	Y
Polycom	5150-65082-001	Group Series 1080p HD License - 1080 encode/decode for people & content.	1	Y
Polycom	5150-65083-001	Group Series Lync Interop License. Enables MSFT Lync (2010&2013) & AV MCU interop.	1	Y
Polycom		Eagle Eye 3 Camera	2	Y
Extron	60-1081-01	IN1606 HDCP-Compliant Scaling Switcher	1	Y
Gefen	GTV-HDMI-2 OMPSVIDSN	HDMI to Composite / SVideo Converter & Scaler (to scale video to touch panel)	1	Y
Extron		SW2 VGA DA2 AF Two Input, Dual Output VGA and Stereo Audio Switcher with Front and Rear Panel Inputs	1	Y
Extron		HDMI DA2 Two Output HDMI Distribution Amplifier	2	Y
TOA		Amplifier	1	Y
Polycom		Ceiling Microphone array "Primary". Includes 2ft drop cable, 50ft plenum cable & Wall Plate (Black)	1	Y
Polycom		Ceiling Microphone array "Extension" Includes 2ft drop cable, 25ft plenum cable. (Black)	3	Y
Polycom	2200-33160-001	SoundStructure C16 - 16 Channel AEC/Noise Canceller/Feedback Reducer/Mic Mixer	1	Y
Polycom	2457-25646-001	CLink 2 cable, Walta to RJ-45F Adapter Cable for connecting Soundstructure to Group Series codec's	1	Y
<i>Reuse the clients existing equipment rack</i>				
Extron	60-190-01	RSU-129 Rack shelf for Extron Components	1	Y
Middle Atlantic	HW-100	Rack Screws for AV Equipment Rack	1	Y
Westpenn	25292B	Shielded Twisted Pair Audio Cable, 20/2 Stranded, Plenum	100	Y
Westpenn	25224B	Speaker/Power Wire, 18/2 Stranded, Plenum	100	Y
Westpenn	253270B	Control Cable, 26/6 Stranded, Plenum	100	Y
Westpenn	254245	Cat5e cable	100	Y
Extron	26-663-06	HDMI Ultra/6 - Ultra Flexible High Speed HDMI Cable, 6'	4	Y
Extron	26-537-01	DVI-A-VGAM - DVI-A Female to 15-pin HD Male Adapter	2	Y
Extron	26-566-02	MVGA-A M-M/6 - Male to Male 15-pin HD Micro HR with Audio Cable, 6'	4	Y
Extron	26-566-03	MVGA-A M-M/12 - Male to Male 15-pin HD Micro HR with Audio Cable, 12'	2	Y
Extron	26-663-15	HDMI Ultra/15 - Ultra Flexible High Speed HDMI Cable, 15'	1	Y
Extron	26-665-01	DPM-HDMIF - DisplayPort Male to HDMI Female Active Adapter, 6"	1	Y
Extron	26-571-07	3.5mm M-M/25 - Audio Cable 25'	1	Y
SPS	AV-PK-4000	Custom AV Package: Plates, Adapters, Terminations, Connectors, etc	1	Y
Sharp	LC-80LE650U	Sharp 80" Consumer Based LED Display	3	Y
Chief	XTMU	Fusion Micro Adjustable Tilt Mount for Sharp 80" Consumer Display	3	Y
AMX		AMX Central control Processor	1	Y
AMX		6.5 Amp Power Supply for Powering Control Processor	1	Y
AMX		NXT-CV10 Touch Panel	1	Y
AMX		NXA-AVB/ETHERNET Audio/Video Breakout Box with Composite, S-Video and Ethernet Pass Through	1	Y

Cerro Coso – KRV Mobile Classroom / COF-117768

Manufacturer	Model Number	Description	Qty	Covered Y/N
Supplied by Client	Laptop Input	Computer or Laptop Input at Lectern, DVI w/3.5mm audio output	1	N
Epson	DC-11	Document Camera with VGA output	1	N
TBD	DVD/VCR	DVD/VCR for playback purposes only	1	N
Polycom	2200-26500-001	HDX 9000-720p codecc with mounting ears P+C Covered under Endpoint Maintenance Coverage	1	Y
Polycom	8200-09800-001	Eagle Eye 3 Camera compatitlbe with HDX 6k, 7k, 8k and 9k series HDCI inputs includes Power	2	Y
Polycom	1465-52748-040	Aux Power Supply for Eagle Eye camera does not include power cord	2	Y
Tecnec	POWER-6	AC power cord for Eagle Eye camera power supply	2	Y
Polycom	7230-25659-030	50' Cable for Rear Camera	1	Y

Extron	60-997-01	HDMI DA2 Two Output HDMI Distribution Amplifier	2	Y
Extron	60-964-21	Two Input DVI Switcher w/Stereo Audio	1	Y
Extron	60-297-12	Two Input, Dual Output VGA and Stereo Audio Switcher with Front and Rear Panel Inputs	1	Y
Polycom	2215-23327-001	HDX mic array with 25' cable	4	Y
Extron	60-849-01	Stereo 100 Watts per channel power amplifier for 8 Ohm Speakers	1	Y
Innovox Audio	FS-V2	Side mounted flat panel speakers - black	2	Y
AVTEQ	RPS-1000L	Dual Monitor Video Conference Cart with Integrated Audio and Camera Shelf	1	Y
AVTEQ	RPS-500S	Single Monitor Video Conference Cart with Integrated Camera Shelf	1	Y
Spectrum	55236HDS	Standard Media Manager V2 with LH drawer, Heavy-Duty casters and accessories	1	Y
Middle Atlantic	PD-915R	Rack mounted power distribution for rack	1	Y
Extron	60-190-01	RSU-129 Rack shelf for extron Components	1	Y
Middle Atlantic	HW100	rack screws for rack	1	Y
Middle Atlantic	U2	Universal 2 space rack shelf for 2 space component	1	Y
Extron	26-614-02	HDMI Male to DVI Male 6' Cable	2	Y
Extron	26-663-12	12' Ultra Flexible High Speed HDMI Cables for Connection to local Monitor on Spectrum Cart	1	Y
Extron	26-663-15	15' Ultra Flexible High Speed HDMI Cables for Connecting to Main Displays	2	Y
Extron	26-650-35	35' HDMI Cable for connecting to confidence monitor at back of room	1	Y
Extron	26-540-01	DVIA Male to VGA Male 6.5' cable	1	Y
Westpenn	25292B	Shielded Twisted Pair Audio Cable	250	Y
Westpenn	25224B	Speaker/Power Wire	250	Y
Westpenn	253270B	Control Cable	150	Y
Blackbox	EVNSLO611a-1000	Cat 6 Shielded Cable Plenum Rated	100	Y
L-Com	TDS8PC6	Cat6 compression fittings (50)	0.2	Y
Westpenn	254245	Cat5e cable	100	Y
Providea	AV-PK-4000	Custom AV Package: Plates, Adapters, Terminations, Connectors, etc	1	Y
Sharp	LC-60LE745U	60"LED HDTV,1080p,3D,120Hz,WiFi,Smart Central - Black	3	Y
AMX	NI-3100	AMX Central control Processor	1	Y
AMX	PSN6.5	6.5 Amp Power Supply for Powering Control Processor	1	Y
AMX	NXA-Enet8PoE	Gigabit PoE Ethernet Switch	1	Y
AMX	MXT-1000	10.1" Modero X series Table top Touch Panel	1	Y
AMX	CCNIRC	IR Emitter to control cable box and blu Ray Player	1	Y
AMX	NXA-AVB/ETHERNET	Audio/Video Breakout Box with RGB, Component, Composite, S-Video and Ethernet Pass Through	1	Y

KCCD / OR10016982 & OR10016983 / J10016983
70" Display Option - 101 College Parkway, Mammoth Lakes, CA 93546

Manufacturer	Model Number	Description	Qty	Covered Y/N
Supplied by Client	Rack PC	Dedicated Rack PC VGA + Audio Connection or HDMI / Display Port	1	N
Supplied by Client	Laptop Input	Computer or Laptop Input at Teachers Station, VGA with 3.5mm Audio or HDMI / Display Port	1	N
Supplied by Client	Visual Presenter	Reuse existing document camera (VGA)	1	N
Polycom	2215-65466-001	Real Presence Group 700-720p: Group 700 HD codec, Mic Array, Remote (No Camera)	1	Y
Polycom	5150-65082-001	Covered under Endpoint Maintenance Coverage	1	Y
OFE	8200-09800-001	Group Series 1080p HD License - 1080 encode/decode for people & content.	1	Y
OFE		Eagle Eye 3 Camera	2	N
Extron	60-1081-01	IN1606 HDCP-Compliant Scaling Switcher	1	Y
Gefen	GTV-HDMI-2 OMPSVIDSN	HDMI to Composite / SVideo Converter & Scaler (to scale video to touch panel)	1	Y
OFE	60-506-03	P/2 DA2xi Two Output VGA Distribution Amplifier	1	N
OFE	VM-2C	1:2 Component Video Distribution Amplifier	1	N
OFE	Amplifier	Amplifier	1	N
OFE	2200-23809-001	Ceiling Microphone array "Primary". Includes 2ft drop cable, 50ft plenum cable & Wall Plate (Black)	1	N
OFE	2200-23810-001	Ceiling Microphone array "Extension" Includes 2ft drop cable, 25ft plenum cable. (Black)	2	N
Reuse the clients existing equipment rack				
Extron	60-190-01	RSU-129 Rack shelf for Extron Components	1	Y
Middle Atlantic	HW100	Rack Screws for AV Equipment Rack	1	Y
Westpenn	25292B	Shielded Twisted Pair Audio Cable, 20/2 Stranded, Plenum	100	Y

Westpenn	25224B	Speaker/Power Wire, 18/2 Stranded, Plenum	100	Y
Westpenn	253270B	Control Cable, 26/6 Stranded, Plenum	100	Y
Westpenn	254245	Cat5e cable	100	Y
Extron	26-663-06	HDMI Ultra/6 - Ultra Flexible High Speed HDMI Cable, 6'	2	Y
Extron	26-567-02	MVGA M-M-M/6 - Male to Male Micro VGA Cables, 6' (for G700)	1	Y
Extron	26-567-03	MVGA M-M-M/12 - Male to Male Micro VGA Cables, 12' (for Document Camera)	1	Y
Extron	26-566-03	MVGA-A M-M/12 - Male to Male 15-pin HD Micro HR with Audio Cable, 12' (for Podium Laptop)	1	Y
Extron	26-663-12	HDMI Ultra/12 - Ultra Flexible High Speed HDMI Cable, 12' (for Podium Laptop)	1	Y
Extron	26-533-02	SYM BNCM 15-pin HD Male to BNC Male Mini High Resolution Cables - 6' (for G700)	1	Y
Extron	100-226-01	BNC Female to RCA Male Adapter BNCF-RCAM/10 Qty. 10 per order of 1 (for G700)	1	Y
Extron	26-614-02	HDMI to DVI-D Cable HDMI DVI-D/6 - 6' (for Rack PC)	1	Y
Extron	26-665-01	DPM-HDMIF - DisplayPort Male to HDMI Female Active Adapter, 6" (for Podium Laptop)	1	Y
Extron	26-571-03	3.5mm M-M/25 - Audio Cable 6' (for Rack PC)	1	Y
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SPS	AV-PK-4000	Custom AV Package: Plates, Adapters, Terminations, Connectors, etc	1	Y
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Sharp	LC-70EQ10U	Sharp 70" Consumer Based LED Display	3	Y
Chief	XTMU	Fusion Micro Adjustable Tilt Mount for Sharp 70" Consumer Display	3	Y
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OFE	NI-2100	AMX Central control Processor	1	N
OFE	FG2009	NXS-MHS Master/Hub Module Shell	1	N
OFE	FG2022	NXC-COM2 Dual COM Port Card, 2 RS-232/422/485	1	N
OFE	PSN-6.5	6.5 Amp Power Supply for Powering Control Processor	1	N
OFE	FG2259-01K	NXT-CV10 Touch Panel (Discontinued)	1	N
OFE	FG2254-10	NXA-AVB/ETHERNET Audio/Video Breakout Box with Composite, S-Video and Ethernet Pass Thru	1	N

70" Display Option - 4090 West Line Street, Bishop, CA 93514
OR10016984 & OR10016985 / J10016985

Manufacturer	Model Number	Description	Qty	Covered Y/N
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Supplied by Client	Rack PC	Dedicated Rack PC VGA + Audio Connection or HDMI / Display Port	1	N
Supplied by Client	Laptop Input	Computer or Laptop Input at Teachers Station, VGA with 3.5mm Audio or HDMI / Display Port	1	N
Supplied by Client	Visual Presenter	Reuse existing document camera (VGA)	1	N
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Polycom	2215-65466-001	Real Presence Group 700-720p: Group 700 HD codec, Mic Array, Remote (No Camera)	1	Y
Polycom	5150-65082-001	Covered under Endpoint Maintenance Coverage	1	Y
OFE	8200-09800-001	Group Series 1080p HD License - 1080 encode/decode for people & content.	1	Y
OFE		Eagle Eye 3 Camera	2	N
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Extron	60-1081-01	IN1606 HDCP-Compliant Scaling Switcher	1	Y
Gefen	GTV-HDMI-2 OMPSVIDSN	HDMI to Composite / SVideo Converter & Scaler (to scale video to touch panel)	1	Y
OFE	60-506-03	P/2 DA2xi Two Output VGA Distribution Amplifier	1	N
OFE	VM-2C	1:2 Component Video Distribution Amplifier	1	N
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OFE	Amplifier	Amplifier	1	N
OFE	2200-23809-001	Ceiling Microphone array "Primary". Includes 2ft drop cable, 50ft plenum cable & Wall Plate (Black)	1	N
OFE	2200-23810-001	Ceiling Microphone array "Extension" Includes 2ft drop cable, 25ft plenum cable. (Black)	2	N
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Reuse the clients existing equipment rack				
Extron	60-190-01	RSU-129 Rack shelf for Extron Components	1	Y
Middle Atlantic	HW100	Rack Screws for AV Equipment Rack	1	Y
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Westpenn	25292B	Shielded Twisted Pair Audio Cable, 20/2 Stranded, Plenum	100	Y
Westpenn	25224B	Speaker/Power Wire, 18/2 Stranded, Plenum	100	Y
Westpenn	253270B	Control Cable, 26/6 Stranded, Plenum	100	Y
Westpenn	254245	Cat5e cable	100	Y
Extron	26-663-06	HDMI Ultra/6 - Ultra Flexible High Speed HDMI Cable, 6'	2	Y
Extron	26-567-02	MVGA M-M-M/6 - Male to Male Micro VGA Cables, 6' (for G700)	1	Y
Extron	26-567-03	MVGA M-M-M/12 - Male to Male Micro VGA Cables, 12' (for Document Camera)	1	Y
Extron	26-566-03	MVGA-A M-M/12 - Male to Male 15-pin HD Micro HR with Audio Cable, 12' (for Podium Laptop)	1	Y
Extron	26-663-12	HDMI Ultra/12 - Ultra Flexible High Speed HDMI Cable, 12' (for Podium Laptop)	1	Y
Extron	26-533-02	SYM BNCM 15-pin HD Male to BNC Male Mini High Resolution Cables - 6' (for G700)	1	Y
Extron	100-226-01	BNC Female to RCA Male Adapter BNCF-RCAM/10 Qty. 10 per order of 1 (for G700)	1	Y
Extron	26-614-02	HDMI to DVI-D Cable HDMI DVI-D/6 - 6' (for Rack PC)	1	Y
Extron	26-665-01	DPM-HDMIF - DisplayPort Male to HDMI Female Active Adapter, 6" (for Podium Laptop)	1	Y
Extron	26-571-03	3.5mm M-M/25 - Audio Cable 6' (for Rack PC)	1	Y
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SPS	AV-PK-4000	Custom AV Package: Plates, Adapters, Terminations, Connectors, etc	1	Y

Sharp	LC-70EQ10U	Sharp 70" Consumer Based LED Display	3	Y
Chief	XTMU	Fusion Micro Adjustable Tilt Mount for Sharp 70" Consumer Display	3	Y
OFE	NI-2100	AMX Central control Processor	1	N
OFE	FG2009	NXS-MHS Master/Hub Module Shell	1	N
OFE	FG2022	NXC-COM2 Dual COM Port Card, 2 RS-232/422/485	1	N
OFE	PSN-6.5	6.5 Amp Power Supply for Powering Control Processor	1	N
OFE	FG2259-01K	NXT-CV10 Touch Panel (Discontinued)	1	N
OFE	FG2254-10	NXA-AVB/ETHERNET Audio/Video Breakout Box with Composite, S-Video and Ethernet Pass Thro	1	N



SERVICE DESCRIPTIONS

Standard Site Survey - SOW

- Dispatch to site for on-site survey – mileage charges apply for distances over 100 miles from dispatch location
- Measure room, walls, ceiling heights, or any other pertinent measurements required for design
- Evaluate room for ceiling types, conduit and power requirements and any other pertinent infrastructure information
- Perform a wall integrity assessment
- General room assessment – to determine if there are obvious problems that will degrade video quality or hinder installation
- Discuss SPS equipment list with customer and confirm system functionality for the room conditions
- Specification for Back Box locations (network & power)
- Provide Sales Representative with list of any equipment changes/additions needed for final solution (if applicable)
- Provide Sales Representative with installation pricing as well as any additional installation costs that are anticipated to be incurred

Normal Lead Time is 6 business days - Additional charges will apply for expedited lead times.

Additional charges will apply for creation of a comprehensive Bill of Materials and design if consultation and/or examination reveal that the scope of the work will exceed iPlus parameters.

SPS On-Site Installation

SPS will call the customer contact to gather network information and ship the system to the customer site to coincide with network availability. Our on-site technician will set-up the system, connect to the customer's network, provide a system orientation overview, and test the system and related peripherals in both point-to-point and multipoint calls.

TotalCare Support™

TotalCare Support™ is SPS's branded service name for 24x7 help desk support. SPS does not use a voice or key response system during normal business hours coast-to-coast, allowing you immediate access to an SPS Certified Engineer. During our TotalCare Support™, the technician will focus on making your videoconference call a success - TotalCare - and follow up with you after your call to insure the problem has been fully resolved. TotalCare Support™ includes all elements of our Remote Support Program.

Remote Support Program

SPS's Technical Service Department is available 24x7 for telephone assistance regarding technical issues, trouble call reporting, connectivity with other systems, maintenance assistance, and emergency support. Our video test center is available for customer use 24x7. Includes software updates and advance-shipment replacement of failed equipment. For renewal maintenance: Peripherals are not covered under maintenance. Monitors not purchased through the manufacturer are not covered under maintenance.

On-Site Support Program

SPS's Technical Service Department is available 24/7 for telephone assistance regarding technical issues, trouble call reporting, connectivity with other systems, maintenance assistance, and emergency support. SPS will provide on-site service calls at no additional cost when remote Technical Telephone Support troubleshooting efforts fail. SPS certified technicians will provide on-site service the next business day when contacted prior to 12:00pm Local Time on the prior business day. On-site service calls will be performed between the hours of 8:00am- 5:00pm Local Time, Monday through Friday. (Monitors, if covered, are shipped via 3-day ground). Our video test center is available for customer use 24/7

Pricing

Sales tax, duty, VAT, and any other taxes are NOT INCLUDED in the quoted pricing. Additional Terms and conditions may apply based on a fully executed contract. Subject to credit approval. Pricing is valid for 30 days.

Products and Services

General Terms and Conditions

These General Terms and Conditions (the "Agreement") between Strategic Products and Services, LLC ("we", "our" or "us") and the customer identified below ("you") includes any attached Orders together with any additional Orders mutually agreed to in writing in the future. This Agreement may be executed in any number of original, electronic, fax, or copied counterparts, and all counterparts shall be considered together as one agreement. Any signature delivered electronically shall be deemed to be an original signature and binding to the same extent as an original signature.

Please sign below to indicate your understanding and acceptance of the terms of this Agreement.

Kern Community College District

Signature: _____
(Authorized Customer Signature)

Name: _____
(Print Name)

Title: _____

Address: _____

Date: _____

Strategic Products and Services, LLC

Signature: _____
(Accepted by)

Name: _____
(Print Name)

Title: _____

Address: 300 Littleton Road, Suite 200, Parsippany, New Jersey, 07054

Date: _____

1. ORDERS. We will provide you with various services ("Services") and products ("Product(s)") as specified in a statement of work ("SOW"), Purchase Agreement, Service Agreement, or other formal quote document which will be governed by the terms of this Agreement even in the absence of a reference to the Agreement ("each an Order"). Products and Services may be further described in a Services Description Supplement. You may submit a purchase order as authorization for an Order, however, any terms and conditions stated on it shall not apply to the Order. Changes to an Order will not be effective unless specified in writing and signed by both parties.

2. TERM. This Agreement shall be effective on the date last signed above and shall remain in effect for five (5) years unless you inform us of your intent to cancel the Agreement. Cancellation charges for an Order may apply as detailed in this Agreement or more specifically in an Order.

3. PRICE AND PAYMENT. Unless otherwise set forth in a SOW or Order, you agree to pay an amount equal to fifty percent (50%) of the total charge for Product, and fifty percent (50%) of total charge for Services upon execution of the Order. The remaining balance of Product charges, shipping, plus applicable taxes, is due upon delivery of the Product to your site designated on the Order. The remaining balance of charges for Services, plus applicable taxes, is due upon final invoice. Risk of loss of the Product will pass to you upon shipment and you are responsible for providing and maintaining insurance against loss for the full replacement value of the Products. Title to the Products will pass to you when we receive full payment for the Products. Recurring charges for TotalCare Maintenance Services are invoiced in advance. You must pay all applicable taxes when invoiced unless you provide a valid tax exemption certificate. Invoices are due within thirty (30) days of the date of invoice. For past due invoices, you agree to pay late payment charges of one and one-half percent (1.5%) of the overdue amount per month, or the maximum lawful amount, whichever is less. In

the event of a disputed invoice, you agree to pay the entire undisputed amount of such invoice by the due date and to include with the remittance sufficient detail for us to ascertain what amount is in dispute and why. You and we shall use good faith efforts to reconcile the disputed amount within thirty (30) days of receiving notification of any dispute. After one hundred and twenty (120) days any disputes unresolved at that time shall be resolved pursuant to the arbitration provision of this Agreement or referred to a collection agency at our discretion.

4. ORDER CANCELLATION.

Product. If you cancel a Product Order, all Product must be returned in resalable condition which means it is undamaged, factory sealed in the original manufacturers' packaging, and is complete with all manuals, cables, etc. Prior to returning the Product, you must request a Return Material Authorization ("RMA") through our customer service department. You are responsible for shipping the Product(s) back to us. If after receiving and inspecting the Product we find it meets the requirements above, we will credit your account the applicable value of the returned Product less a restocking fee of fifteen percent (15%). If we determine that the Product is not resalable, we will send the Product back to you and no credit will apply. Licenses and all other special order items are non-returnable.

Services. You agree to pay for Time and Material Services rendered up to and through the effective date of cancellation. Unless otherwise set forth in a SOW, you may terminate Installation, Implementation and/or Professional Services upon ten (10) days advance written notification and payment of the fees specified in the Order for such Service(s) up to and through the effective date of termination plus all non-refundable out-of-pocket expenses.

Subscription Services. Cancellation charges for Subscription Services or Software as a Service (the "Services") are applicable when you acquire the Services from SPS for a term as indicated

Products and Services

General Terms and Conditions

on the Order. If you cancel the Services prior to the end of the term, you will be obligated to pay to SPS the product of the remaining number of months in the term, or any renewal term, multiplied by the monthly fee in effect at the time of cancellation, plus any past due amounts. You acknowledge that the Services are non-cancelable upon execution of the Order and that you have an unconditional obligation to pay each monthly fee for the term.

Maintenance. If you signed an Order for TotalCare Maintenance Services or Dedicated Technician Services, the termination charge to cancel the Order before the term is over is an amount equal to one year's fee or payment for the remaining term, whichever is less. If you cancel a pre-paid TotalCare Maintenance Services Order or a pre-paid Dedicated Technician Order before the term is over, the termination charge to cancel the Order before the term is over is an amount equal to the payments for the remaining term.

5. PRODUCT AND SERVICES WARRANTY. We are a reseller of certain manufacturers' Products and Services and warrant that we are authorized to sell the Products and Services provided to you in an Order. You will receive the manufacturer's original warranty on the Products you purchase from us and we provide no other actual or implied Product warranty of any kind. Subject to the manufacturer's warranty and the applicable Services warranty provided by us below, the Product is provided as is. The warranty period for Time and Materials, Implementation, Installation and/or Professional Services deliverables will be thirty (30) days from the date on which we inform you that the work is functionally complete. If you purchased full service TotalCare Maintenance Service from us at the time of the original sale, then labor will be provided at no extra charge during the contract period, otherwise our then current labor charges will apply.

6. OUR RESPONSIBILITY. We are responsible for providing the Products and Services in a manner using the reasonable care and skill of a competent systems integration services provider.

7. YOUR RESPONSIBILITY. You are responsible for the manner in which you use the Products and Services, including the maintenance and security of your facilities; your choice of equipment; software; related services; and all other matters related to how you use the Products and Services. In the event that the Products contain manufacturer's software, you shall not resell the software or provide access to the software either directly or indirectly to third parties unless authorized to do so in an Order. You will provide us with all necessary access to the equipment and facilities subject to your normal security policies. You will allow our technicians to conduct a comprehensive operation and performance evaluation of any equipment provided, installed, serviced, or maintained by a vendor other than us. During evaluation, you will make all equipment and services intended for use with the Products and Services available to our technicians, including computers, auxiliary audio and video sources, and all network and telecommunications services (ex: LAN, IP and ISDN). If by mutual agreement any Products owned by us are stored on

your premises, then you agree that, (i) at your own expense you will provide and maintain insurance against loss for the full replacement value of the Products listing Strategic Products and Services, LLC as the loss payee and provide us evidence of such insurance, (ii) you will provide us with an inventory report of the Products on request but no more frequently than semi-annually, and (iii) upon expiration or termination of the Order you will return the Products to a location designated by us, or if you fail to return the Products within thirty days you agree to purchase the Products.

8. INTELLECTUAL PROPERTY RIGHTS. We are a reseller of certain manufacturers' products. The ownership of software associated with the Products shall remain with the manufacturer of such software, and you agree to fully comply with the manufacturer's end user license for such software at all times. Each party reserves all rights, including, but not limited to, ownership, title, intellectual property rights and all other rights and interest in and to any intellectual property that it makes available to the other party as is necessary for the other party's performance under this Agreement. In addition, we will own any intellectual property that we develop, create, or otherwise acquire, excluding your intellectual property, while performing the Services, unless otherwise mutually agreed to and expressly set forth in a SOW. For Services that are purchased, developed, or created under this Agreement, upon receipt of your payment for such Services we hereby grant you a perpetual, non-exclusive, non-transferable, fully-paid license to use and reproduce the Services as originally configured and deployed for the limited purpose of conducting your internal business. We reserve all other intellectual property rights not expressly granted herein.

9. CONFIDENTIAL INFORMATION. All proprietary data, confidential information and trade secrets of either party ("Confidential Information") obtained by the other party in connection with this Agreement are and shall remain the property of the disclosing party. This Agreement is deemed to be Confidential Information. The parties agree not to disclose such Confidential Information to any third party without the prior written approval of the other party, except we may disclose your Confidential Information to our subcontractors under this Agreement but will ensure that they are subject to the same obligations of keeping your information confidential. However, neither party shall have any obligation to preserve the confidentiality of any Confidential Information which was known to the receiving party free of any obligation to keep it confidential; or (ii) is or becomes publicly available by other than the authorized disclosure by the receiving party; or (iii) is independently developed by or on behalf of the receiving party independent of any Confidential Information received from the other party; or (iv) is received by the receiving party from a third party whose disclosure does not violate any confidentiality obligation; or (v) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure and assistance in obtaining an order, if necessary, protecting the information from public disclosure. The parties further acknowledge that

Products and Services General Terms and Conditions

the unauthorized use or disclosure of such information will create a risk of irreparable harm to the disclosing party, entitling the disclosing party to seek injunctive relief against the receiving party to prevent such harm in addition to all other remedies at law, including monetary damages.

10. LIMITATION OF LIABILITY. IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR INCIDENTAL, SPECIAL, STATUTORY, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS OR REVENUE, LOSS OR CORRUPTION OF DATA, TOLL FRAUD, COST OF COVER AND SUBSTITUTE PERFORMANCE. THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT WILL NOT EXCEED AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF ALL FEES PAID OR PAYABLE UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT GIVING RISE TO THE CLAIM. THE LIMITATION OF LIABILITY IN THIS SECTION WILL NOT APPLY IN CASES OF WILLFUL MISCONDUCT, OR PERSONAL INJURY OR TO CONTRACTUAL INDEMNIFICATION OBLIGATIONS PROVIDED IN THE AGREEMENT.

11. INFRINGEMENT DEFENSE AND INDEMNIFICATION. We will defend and indemnify you for damages, costs and attorney's fees you incur from any third party claim that our Services infringe on any U.S. patent, copyright, or trademark. You will defend, indemnify and hold us harmless for damages, costs and attorney's fees we incur from any claim arising from your manner of using the Products and Services, your combination of the Products and Services with other products or services not provided by us, or your modification of the Products or Services. In addition, you will indemnify us for Damages incurred for any third party claim(s) arising out of or in connection with injuries suffered by our employees or agents at any facility owned or operated by you, except to the extent the injury is caused by the employee or agent. You will not be responsible to the extent that such Damages arise out of any negligent action or omission by our employees or agents. The indemnifying party shall conduct the defense and shall have control of the litigation; the other party shall give prompt notice of claims and shall cooperate in defending against the claim. Each party will indemnify, defend and hold the other party and its officers, directors, shareholders, employees and agents harmless from and against all damages of any kind, including costs, liabilities and expenses (including reasonable attorneys' fees) (collectively, "Damages"), incurred for any third party claim(s) arising out of or in connection with, (i) any material misrepresentation or breach of any material representation, warranty or obligation by the indemnifying party under this Agreement, or (ii) any unlawful or negligent act by the indemnifying party.

12. ASSIGNMENT AND SUBCONTRACTING. This Agreement may not be assigned by either party without the prior written consent of the other and such consent shall not be unreasonably withheld; provided that either party may so assign without the consent of the other in the event that all or substantially all of its business and/or assets related to this Agreement are acquired by a third party. We may, from time

to time, engage third parties as independent contractors to perform all or portions of the Services.

13. RECRUITMENT OF EMPLOYEES. You agree that you shall not directly or indirectly solicit, hire or contract with any of our employees during the term of this Agreement and for a period of one year following expiration or termination of this Agreement.

14. FORCE MAJEURE. Neither party shall have any liability for delays, failure in performance, or damages due to: fire, explosion, power failures, pest damage, lightning or power surges, strikes, or labor disputes, water, acts of God, the elements, war, civil disturbances, acts of civil or military authorities or the public enemy, manufacturer caused equipment or part shortages, transportation facilities, fuel or energy shortages, unavailability of communications services or network facilities, or other causes beyond either party's control whether or not similar to the foregoing.

15. SEVERABILITY AND AMENDMENT. If any portion of this Agreement is found to be invalid or unenforceable, the parties agree that the remaining portions shall remain in effect. This Agreement may be modified in writing solely by an amendment executed by authorized representatives of both parties.

16. ARBITRATION AND GOVERNING LAW. The construction, interpretation and performance of this Agreement shall be governed by the local laws of the State of California, without giving effect to choice of law doctrines. Except for collection matters which shall be referred to a professional collection agency for handling, all disputes arising under this Agreement shall be submitted to the American Arbitration Association ("AAA"), before a single, neutral arbitrator, for final and binding arbitration in accordance with the AAA's Commercial Arbitration Rules. Either party may initiate arbitration by sending a demand for arbitration by certified mail to the AAA and to the other party. The demand must contain a description of the dispute, the amount involved

Products and Services
General Terms and Conditions

and the remedy sought. Arbitration must be initiated within one year of the claimed breach.

17. NOTICES. Any notice required or permitted under this Agreement shall be delivered to the addresses of the parties set forth above. Such delivery shall be by courier or by first-class mail, postage pre-paid.

18. INDEPENDENT CONTRACTOR. We shall perform services only as an independent contractor and nothing shall be construed to be inconsistent with this relationship or status. Under no circumstances shall we be construed to be an employee or agent of you. It is agreed that this Agreement is not any agency or employment agreement and our personnel shall remain employees of us, subject to the direction and control of us. You shall not be liable to pay wages, withhold any taxes, provide any insurance or otherwise be obligated as an employer.

19. INSURANCE. Each party shall obtain, pay for and maintain in effect during the life of this Agreement the following policies of insurance issued by an insurance company rate not less than "A-,VI" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability insurance (including contractual, products and completed operations coverages, bodily injury and property damage liability insurance) with single combined limits of not less than \$1,000,000 per occurrence; (2) commercial automobile liability insurance for "any auto" with combined single limits of liability of not less than \$1,000,000 per occurrence; (3) professional liability insurance (errors and omissions) with a limit of liability of not less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other party as an additional insured insofar as this Agreement is concerned, and provide that written notice shall be given to the other party at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage. Each party shall furnish the other party with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other party's original insurance policies upon request. Upon notification of receipt of a notice of cancellation, change or reduction in coverage, each party shall immediately file with the other party a certified copy of the required new or renewal policy and certificates for such policy. Nothing in this section concerning minimum insurance requirements shall reduce a party's liabilities or obligations under the indemnification provisions of this Agreement.

Automobile Insurance: Vendor certifies that each employee carries automobile liability insurance that meets the automobile insurance requirements of the State of California for "any auto" that is used to provide the scope of services contained in the contract.