

Bill To:**Southwestern Community College**

Accounts Payable
900 Olay Lakes Rd
Chula Vista, CA 91910-7297

Payable, Accounts
Phone: (619) 421-6700
Fax:

Vendor:

0422048
Computer Protection Technology
1215 Pacific Oaks Place, Suite 106
Escondido, CA 92029

Attn: Service, Customer

Phone: (123)123-1234
Fax: (760)745-8569

**PURCHASE ORDER**

235964

Page: 1

Release Method: Hard Copy

Release Date: 07/01/2016

Created Date: 07/01/2016

Ship To:

Purchasing Department
Southwestern College
Chula Vista, CA 91910

Buyer, District

Phone: (619) 482-6408

Fax: (619) 482-6323

Deliver To: Deertz, Rosa

PO Created By: Deertz, Rosa

Purchase Order Comments:

UNLESS OTHERWISE NOTED ELSEWHERE ON THIS PURCHASE
ORDER AGREEMENT IS FROM JULY 1, 2016 THROUGH JUNE 30, 2017.
THIS AGREEMENT CAN BE CANCELLED BY EITHER PARTY WITH 30 DAYS PRIOR WRITTEN NOTICE.
QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE
DIRECTED TO RDEERTZ@SWCCD.EDU OR (619) 482-6562

Requisition Number(s): 44766

Requisitioner Name(s): Rosa Deertz

#	Vendor Item	QTY	UOM	Description	Unit Price	Total Price
1		1	PM	ANNUAL ON MITSUBISHI 20KVA UPS LOCATED IN BUILDING 102 TRANSFORMER ROOM \$1825 WITH OPTIONAL BATTERY REPLACEMENT \$440 YEAR 1 OF 3 YEAR AGREEMENT M16-0607-SCCD-CV	\$2,265.00	\$2,265.00
				Deliver To: Deertz, Rosa		

Sub Total: \$	2,265.00
Shipping & Handling: \$.00
Tax: \$.00
Total: \$	2,265.00

Account Code Summary

Account Code	Account Description	Amount
11-807015-651000-55620-10		\$2,265.00

Terms and Conditions:

AUTHORIZED SIGNATURE: _____

- Purchase Order Terms are Net 30.
- This purchase order is subject to the District's General Terms and Conditions as referred to in <http://www.swccd.edu/procurementgeneraltermsandconditions> and hereby incorporated by this reference.
- Purchase Order becomes a binding contract upon acceptance by the vendor. Vendor's delivery of product or performance of service constitutes acceptance.
- For questions and/or concerns regarding this order, contact the SWC purchasing department at (619)482-6408(phone), (619)482-6323(fax), or purchasing@swccd.edu.

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Vendor Terms:

Net 30

**PURCHASE ORDER**

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Page: 2

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Southwestern Community College District

EQUIPMENT MAINTENANCE RENEWAL AGREEMENT No. M16-0607-SCCD-CV

This Renewal Agreement is made and entered between **COMPUTER PROTECTION TECHNOLOGY, INC.**, 1215 Pacific Oaks Place, Ste. 106, Escondido, CA 92029 (hereinafter called the "Service Company") and **Southwestern Community College District** (hereinafter called the "Customer"), who agrees as follows:

1. **PURPOSE OF AGREEMENT.** The purpose of this Agreement is to state terms and conditions under which the Service Company will service and maintain the following equipment owned or operated by the Customer and located at the Customer's data center at **900 Otay Lakes Road, Chula Vista, CA 91910** (hereinafter called the "Equipment").

Option 1 – Annual Renewal Agreement

Equipment Covered

Location	Equipment	Price	PMs/Year
Building 102 Transformer Room	(1) 20 kVA Mitsubishi UPS & Batteries	\$1,881.00	2
	Battery Coverage	\$454.00	
	Total	\$2,335.00	

- **Two (2) PM Visits per Year – OFF HOURS**
- **PM Only Program:** Remedial & emergency parts and onsite labor NOT included
- **Effective Dates:** July 1, 2016 through June 30, 2017

Option 2 – Three Year Renewal Agreement

Equipment Covered

Location	Equipment	Annual Price	PMs/Year
Building 102 Transformer Room	(1) 20 kVA Mitsubishi UPS & Batteries	\$1,825.00	2
	Battery Coverage	\$440.00	
	Total	\$2,265.00	

- **Two (2) PM Visits per Year – OFF HOURS**
- **PM Only Program:** Remedial & emergency parts and onsite labor NOT included
- **Effective Dates:** July 1, 2016 through June 30, 2019 (billed annually)

NOTE: The customer will have unlimited access to CPT's 'Client Web Portal' WorkForce Mobilizer

- Go to www.cptups.com → Click on 'Customer Login' → enter your username and password, which will be provided by CPT.

June 7, 2016

PMA No. M16-0607-SCCD-CV

**Southwestern Community College
District**
Chula Vista, CA

Prepared/Approved by: Meggan Murphy, Director of Business Development



Computer Protection Technology

PMA Renewal

Southwestern Community College District
June 7, 2016

- The customer will be able to access all of their **Service Reports, Quotes, Proposals, Active & Expired Contracts, Renewals, Misc. Paperwork, and Scheduled Services** all at their convenience.

2. **SCHEDULED PREVENTATIVE MAINTENANCE.** The Service Company agrees that:

- A. Preventative maintenance will include inspection, testing, cleaning, adjusting, lubricating, and other services necessary or desirable to reduce or eliminate all premature Equipment failure or downtime.
 - 1. All Power Systems:
At least every **one hundred eighty days**, we will:
 - a. Tighten all electrical connections
 - b. Inspect all PCB boards for cracks or damage
 - c. Check and record input/output voltage and amperage readings
 - d. Calibrate metering
 - e. Perform safety shutdown function tests
 - f. Exercise all circuit breakers
 - g. Inspect all AC & DC capacitors for leakage or swelling
 - h. Perform system ride through or outage test (at customers request only)
 - i. Provide customer with a maintenance report with the date of inspection.
 - j. Perform all preventative maintenance according to the procedures and at the frequencies recommended by the manufacturer of the Equipment.
 - 2. All Sealed Battery Systems:
At least every **one hundred eighty days**, we will:
 - a. Re-torque all battery terminal connections per manufactures specifications
 - b. Check and record each individual battery voltage
 - c. Check and record each battery condition (e.g., Good, Borderline, or Replace)
 - d. Check and record battery cold cranking amps (CCA) or impedance
 - e. Inspect battery casing for swelling or cracks
 - f. Inspect battery terminal post for leakage or damage
 - g. Provide customer with a maintenance report with the date of inspection.
 - 3. If necessary, at least **every three hundred sixty (360) days**, we will:
 - a. Inspect, clean and tighten all electrical connections in all immediate electrical panels, including system ground.

3. **PREVENTATIVE MAINTENANCE CHARGE.** The Customer shall pay the Service Company for its preventative maintenance services (described in paragraph 2) an annual charge (as described in paragraph 1) payable within thirty (30) days after receipt of invoice from the Service Company. Such charge is all inclusive of, among other things, transportation, travel, tools, materials, accessories and labor to perform the described Preventative Maintenance Routine.

In the event that the customer wishes to cancel a scheduled PM, cancellation must be done at least 24 hours prior to the scheduled visit. The customer shall pay a 4-hour minimum charge if the PM is not canceled at least 24 hours prior to the scheduled visit.



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4. **UNSCHEDULED REMEDIAL MAINTENANCE.** The Service Company further agrees to provide unscheduled remedial or emergency maintenance service, on call of the Customer from time to time. The Service Company agrees to respond (within the Los Angeles, Orange, San Bernardino, Riverside and San Diego Counties) and be on site to a remedial or emergency call within four (4) hours after such call. The Customer shall pay the Service Company for such remedial or emergency service (in addition to the annual charge provided for in paragraph 3), at the following rates (unless covered by a Full Service Program):
 - A. Monday through Friday (8:00 a.m. - 5:00 p.m.) at the rate based on Itemized Statement of Charges below based upon eight (8) consecutive hours, including travel time; minimum charge is for four (4) hours; replacement parts will be billed separately \$120.00 /Hr.
 - B. Saturdays, Sundays and during the hours from 5:00 p.m. - 8:00 a.m., at the rate based on the Itemized Statement of Charges below based upon eight (8) consecutive hours, including travel time; minimum charge is for four (4) hours; replacement parts will be billed separately \$170.00/Hr.
 - C. Holidays \$195.00/Hr.
5. **ACCESS TO EQUIPMENT.** The Customer agrees to permit the properly accredited representatives of the Service Company to have access to the Equipment for the purpose of servicing and maintaining the equipment pursuant to this Agreement. The Service Company will coordinate service activities with the Customer's representative to minimize any conflict of schedules or disruptions of regular Customer activities.
6. **GUARANTEE.** All services rendered and all parts and materials supplied pursuant of this Agreement will be fully guaranteed by the Service Company for a period of one hundred and eighty (180) days from the date of service or installation, or for such longer warranty period as may be provided by contractors or manufactures. In performing its services under this Agreement, the Service Company will process all warranty claims on behalf of the Customer.
7. **EXCLUDED SERVICES.** Unless authorized in writing by the Customer, in which case an additional reasonable charge will then be made therefore, the Service Company shall not be required to:
 - A. Repair damage resulting from accidents, misuse, or causes other than ordinary use.
 - B. Pay for battery replacement.
 - C. Pay for the repair of a system when the repair condition existed prior to the execution of the contract.
8. **TERMS OF AGREEMENT.** The term of this Agreement shall be for one (1) year beginning as of the date of this Agreement. Either party may terminate this Agreement at any time for failure of the other party to comply with any of the terms and conditions of this Agreement. The Customer may withdraw any item of Equipment from this Agreement at any time by giving thirty (30) days prior written notice to the Service Company, in which case the charge for such item will be prorated to the date of termination. It is acknowledged that annual charges may change from time to time due to additions or



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deletions of tasks. No change or amendment to this Agreement shall be effective unless in writing and signed by an authorized representative of each party.

9. **LIMITATION OF LIABILITY.** Except for damage caused by the fault or neglect of the Service Company, the liability of the Service Company will be limited to the amount of the charges payable to it for the specific item, and the Service Company will not be liable for consequential damages.
10. **GOVERNING LAW, ENTIRETY OF AGREEMENT AND PARTIAL INVALIDITY.** The laws of the state of California shall govern this Contract. It constitutes the entire Agreement between the parties regarding the subject matter. If any provision of this Contract is held in any court to be invalid, void or unenforceable, the remaining provisions shall nonetheless continue in full force.

Executed by the parties on the date stated at the beginning of this Agreement in Escondido, California.


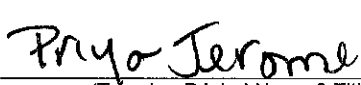
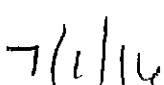
COMPUTER PROTECTION TECHNOLOGY, INC.



Prepared/Approved by: Meggan Murphy, Director of Business Development

The provisions of this agreement shall be governed and interpreted in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this agreement of the dates set forth below to be executed as of the day and year first written above.

PROPOSAL ACCEPTANCE	
An authorized signature below on this page indicates your acceptance of this Preventative Maintenance Services Agreement.	
Southwestern Community College District	Computer Protection Technology, Inc.
 _____ (Authorized Customer Signature)	_____ (Authorized CPT, Inc. Signature)
 _____ (Typed or Printed Name & Title)	_____ (Typed or Printed Name & Title)
 _____ (Date Signed)	_____ (Date Signed)

PLEASE CHOOSE ONE OF THE FOLLOWING OPTIONS:

☐ Annual Agreement

☒ 3-Year Agreement (Billed on an annual basis at the annual price)

M16-0607-SCCD-CV