

# CollegeBuys Master Services Agreement



Agreement No. 00006494

This Master Agreement (“Agreement”) is entered into between the Foundation for California Community Colleges, a California 501(c)(3) nonprofit organization, (“Foundation”) and Precision Emprise LLC dba Precision Concrete Cutting a California limited liability company, (“Supplier”).

By signing this Agreement, the Parties acknowledge their acceptance of all the terms and conditions in this Agreement and any exhibits attached hereto (collectively the “Agreement”).

The term of this Agreement is December 1, 2022 through November 30, 2025

The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

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**THE PARTIES HEREBY EXECUTE THIS AGREEMENT.**

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**SUPPLIER**

By: Marc Cussenot  
Marc Cussenot (Dec 1, 2022 13:44 PST)

Print Name: Marc Cussenot

Title: CEO

Date: Dec 1, 2022

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES**

By: Jorge Sales  
JORGE SALES (Dec 1, 2022 12:46 PST)

Print Name: Jorge J.C. Sales

Title: Vice President of Program Development

Date: Dec 1, 2022

**SUPPLIER – second signature if applicable**

By: \_\_\_\_\_

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

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

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

**FOUNDATION FOR CALIFORNIA  
COMMUNITY COLLEGES – signature 2 if applicable**

By: Joseph Quintana

Print Name: Joseph Quintana

Title: Chief Operating Officer

Date: Dec 2, 2022

**EXHIBIT A**  
**(Master Services Agreement)**

**RECITALS**

1. **WHEREAS**, the Foundation is a 501(c)(3) nonprofit organization and established the official auxiliary organization for the California Community College Board of Governors and the California Community Colleges Chancellor's Office in accordance with California Education Code 72670.5 and may enter into systemwide agreements on behalf of the California Community Colleges in accordance with California Public Contract Code 20661;
2. **WHEREAS**, the Foundation developed, supports, and operates CollegeBuys, a cooperative purchasing program designed to pool the purchasing power of public and private schools across the nation and, as a result, the Foundation is in a unique and valuable position to provide Supplier with marketing and promotional services for Supplier's products and/or services;
3. **WHEREAS**, the Foundation has determined that it is a benefit to establish a Master Agreement with established suppliers so that any or all California public agencies, public and private school districts, or public and private colleges or universities may purchase products at prices stated in this Agreement;
4. **WHEREAS**, Supplier provides trip hazard repair for uneven sidewalks and other concrete walkways as agreed upon in this Agreement and attached hereto as Exhibit F;
5. **WHEREAS**, Supplier desires to make this Master Agreement available to public and private school districts, as well as public and private colleges or universities (hereinafter referred to individually as "Participating Agency" or collectively as "Participating Agencies"), specifically including California Community Colleges, which are supported, in part, by the Foundation; and
6. **WHEREAS**, Foundation seeks to offer and raise awareness of Supplier's products and/or services to Participating Agencies in exchange for an administrative fee.



## **EXHIBIT B**

### **(Master Services Agreement)**

#### **TERMS AND CONDITIONS**

1. Master Agreement. The Agreement of the parties consists of this Master Agreement (including the above recitals and these Terms and Conditions) and all Exhibits attached hereto or subsequently signed by the parties. This Master Agreement and all applicable Exhibits are hereinafter collectively referred to as the “Agreement.” In the event of a conflict between the Terms and Conditions and any Exhibits, the Terms and Conditions shall take precedence.
2. Products and Services Ordered. Subject to the terms of this Agreement, Foundation will provide this Master Agreement to interested Participating Agencies for the services and or products identified in Exhibit F.
3. Administration. Foundation shall perform all of its duties, responsibilities and obligations as administrator of purchases under the Agreement as set forth herein, and Supplier hereby agrees that Foundation shall act in the capacity of administrator of purchases under the Agreement.
4. Purchasing. With respect to any purchases by Participating Agencies pursuant to the Agreement, Foundation: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, or said Participating Agency; (ii) shall not be obligated, liable or responsible for any order made by Participating Agencies or any employee thereof under the Agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any Participating Agencies to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the Agreement. Foundation makes no representation or guaranty with respect to any minimum purchases by any Participating Agencies or any employee thereof under this Agreement.
5. Term.
  - a. This Agreement shall begin on December 1, 2022 (“Effective Date”) and shall terminate on November 30, 2025, unless extended in accordance with term 5(b) below.
  - b. The Foundation and Supplier, upon mutual consent, shall have the option to extend the Term for seven (7) additional one (1) year periods (“the Extended Term”). If the option for the Extended Terms are exercised, all terms and conditions set forth herein shall be applicable to the Extended Terms, except as expressly modified by written modifications duly executed on behalf of the Foundation and Supplier. In the event that any of, or a portion of, the extension options are not exercised and additional time is required by the Foundation to initiate a new Term extension or subsequent Agreement, Supplier agrees to continue to provide goods and/or services to the Participating Agencies on a month to month basis, for a period not to exceed six (6) months, at the prices, terms and conditions currently at the Agreement expiration date.

6. Termination. This Agreement may be terminated by the Foundation for any reason, without penalty, at any time by providing Supplier with written notice of the termination at least thirty (30) days in advance.
7. Payment Terms. The payment obligations of the purchaser shall be set forth in the Agreement attached herein addressing the specific service and or product being ordered. Also, see Quarterly Fees & Reporting below for specific requirements.
8. Assignment. The Foundation's rights and obligations hereunder may be assigned at Foundation's sole discretion to an existing or newly established legal entity that has the authority and capacity to perform Foundation's obligations hereunder. Supplier may assign its rights and obligations hereunder to an existing or newly established legal entity that has the authority and capacity to perform Supplier's obligations hereunder with the prior written consent of the Foundation.
9. Use of Logo. The Foundation's prior review and written approval is required for any use of the Foundation or CollegeBuys name or logo by the Supplier in marketing materials including but not limited to: press releases, print pieces, broadcast emails, and website postings.
10. Insurance. Upon request within ten (10) days of formal commitment to utilize the Agreement, the Supplier and each Subcontractor identified in its Subcontractors List issued by the Supplier shall deliver to the agency taking part in the agreement Certificates of Insurance evidencing the insurance coverage in the minimum amounts noted below. The foregoing notwithstanding, a Participating Agency may require additional or different insurance coverage or minimum amounts in connection with the use of the agreement. In such event, such additional or different insurance requirements shall be noted in writing from the Participating Agency, and the Supplier shall comply with the same.
  - a. Workers' Compensation Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Workers' Compensation Insurance with coverage amounts under such policies in accordance with applicable law.
  - b. Commercial General Liability Insurance. The Supplier and all Subcontractors to the Supplier shall obtain and maintain Commercial General Liability Insurance Policies covering: injuries, including accidental death, to persons, damage to property, completed operations, and contractual liability. Minimum coverage amounts under each such Commercial General Liability insurance policy shall be One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
  - c. Modifications; Cancellation; Additional Insured. Each Participating Agency hereunder shall be additional named insured to the Commercial General Liability insurance policies of the Supplier and its Subcontractors. The Workers' Compensation insurance policy and the General Liability insurance policy of the Supplier and each Subcontractor shall include provisions that the policy terms will not be materially modified and the policy will not be cancelled or terminated without at least thirty (30) days advance written notice to the Participating Agency, as applicable.



## 11. Special Provisions.

### a. Promotion.

- i. Supplier Commitments. Supplier has reviewed, understands and agrees to the Supplier Commitments and Program Promotion attached hereto and incorporated herein as Exhibit G.
- ii. Availability of Master Agreement. Upon request, Supplier shall make available to interested Participating Agencies a copy of the Master Agreement as may be necessary for such agencies to evaluate potential purchases.

### b. Quarterly Fees & Reporting.

- i. Quarterly Administrative Fee. Supplier shall pay Foundation a quarterly administrative fee in the amount of 3% of the total purchase invoice, less taxes, additional services (excluding included services) and transportation for all purchases of Participating Agencies under said Master Agreement and provide the Foundation with an electronic accounting report, in a format prescribed by the Foundation, summarizing all purchases under the Agreement. A sample of the reporting format appears at Exhibit H. Quarterly reports are due within fifteen (15) calendar days after the conclusion of the preceding quarter. Quarterly administrative fees applicable to each quarter, are due within thirty (30) days of the end of each calendar quarter. The Foundation reserves the right, upon thirty (30) days advance notice to the Supplier, to change the prescribed reporting format. Administrative fee payments shall be made by check to the Foundation for California Community Colleges.
- ii. Accounting. Supplier shall at its expense maintain an accounting of all purchases made by Participating Agencies. The Foundation reserves the right to audit the accounting for a period of four (4) years from the date the Foundation receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by the Foundation. Quarterly reports and the administrative fee applicable to each quarter, as described in item 11(b)(i) above, are due within thirty (30) days of the end of each calendar quarter.
- iii. Default. Failure to provide a quarterly report and/or payment of the administrative fee within the time and manner specified in item 11(b)(i) shall be regarded as a material breach under this Agreement and if not cured within thirty (30) days of written notice to Supplier, shall be deemed a cause for termination of the Agreement at the Foundation's sole discretion. All administrative fees not paid within thirty (30) days of the end of each quarter shall bear interest at the rate of one and one half percent (1.5%) per month until paid.
- iv. Errors and Omissions. Supplier is provided ninety (90) days or until the conclusion of the subsequent quarter (whichever comes first) from when a quarterly report was due or submitted, to correct error(s) and/or omissions(s) on a quarterly report; and/or to recover an overpayment of the administrative fee from the Foundation. Once the ninety (90) days or the conclusion of the subsequent quarter (whichever

comes first) has lapse, the Foundation also reserves the right to recover any unpaid administrative fee(s) from the Supplier discovered during an audit conducted pursuant to Section 11(b)(ii) above, and/or the correction of error(s) and/or omission(s) on quarterly report(s).

- v. Right to Compare Records. Foundation or its designee may, at the Foundation's sole discretion, compare Participating Agency records with quarterly reports submitted by Supplier. If there is a discrepancy, the Foundation will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to the Foundation's reasonable satisfaction. If the Supplier does not so resolve the discrepancy, the Foundation shall have the right to engage outside services to conduct an independent audit of Supplier's quarterly reports. Supplier shall be obligated to reimburse any and all Foundation's costs and expenses related to or connected with the record and report reviews, the audit, Foundation staff time and expenses, counsel, and collection.



**EXHIBIT C**  
**(Master Services Agreement)**

**SPECIAL TERMS AND CONDITIONS**

1. **Iran Contracting Act Verification.** If the estimated spend throughout the life of this Agreement is estimated to exceed one million dollars, (\$1,000,000.00), Supplier must appropriately fill out and sign the Iran Contracting Act Verification, as specified under Public Contract Code §§ 2202 – 2208.
2. **Work-Site Conditions.** Supplier shall keep the work site clean and free from unreasonable accumulation of excess dirt, materials or waste caused by Supplier. Supplier shall dispose of all materials and debris accumulated in conjunction with completing this work off campus daily. Supplier shall not use Participating Agency refuse containers, unless authorized by designated Participating Agency representative. Supplier will be required to coordinate reclamation/disposal of all materials. Supplier shall provide Participating Agency with proof of reclamation.
3. **Prevailing Wage.** Supplier must adhere to all applicable laws and codes pertaining to licensing, prevailing wage rates, bonding, labor code requirements, etc., and ensure that the same is adhered to by any sub-contractor during performance under the Agreement.
4. **Professional Licenses.** Supplier must possess all trade, professional or business licenses as may be required to provide products and services for Participating Agency.
5. **Price Increases.** Supplier shall hold firm List Prices in Exhibit F for the first year of the contract. Thereafter, a price increase can occur no more than once per a 365-day period.
  - a. Supplier agrees to present any and all Price Increase Requests to Foundation at least ninety (90) days prior to the requested increase start date, including all pertinent support documentation that will allow Foundation to effectively and efficiently evaluate the Request.
  - b. Foundation reserves the right to either deny or negotiate any price increase requested.
  - c. Price increases will not be effective until Supplier receives the expressed written approval from Foundation. Foundation will issue a letter of acceptance to Supplier stating the earliest date the price increase can go into effect. This will be a minimum of sixty (60) days from date of acceptance.
  - d. Following acceptance, Supplier is responsible for communicating the price increase acceptance to all Participating Agencies who have ordered, or requested a quotation, within thirty (30) days of approval.
  - e. At minimum, Supplier will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

## **INSTALLATION REQUIREMENTS**

Installation, maintenance and repair must meet or exceed any applicable Federal, State, and Local Building Codes, Requirements, or Standards. The Supplier is the expert in all projects and situations and is responsible for site inspection and to advise the purchasing entity on the proper product, preparation work, and installation.

For installation of all materials, installer shall use only trained and experienced applicators who are familiar with the requirements of this work.

In acceptance, or rejection of installed product, no allowance will be made for lack of skill on the part of the installer.



**IRAN CONTRACTING ACT VERIFICATION**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for goods or services of \$1,000,000 or more, a Supplier must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your supplier or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 – THIS PROJECT IS LESS THAN \$1,000,000.**

**OPTION #2 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the supplier/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Supplier Name/Financial Institution</i> Precision Emprise LLC dba Precision Concrete Cutting	<i>Federal ID Number (or n/a)</i> 82-1353472
<i>By (Authorized Signature)</i> <u>Marc Cussenot</u> <small>Marc Cussenot (Dec 1, 2022 13:44 PST)</small>	<i>Date Executed:</i> Dec 1, 2022
<i>Printed Name and Title of Person Signing: Marc Cussenot, CEO</i>	

**OPTION #3 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or to enter into or to renew, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Supplier Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature):</i>	<i>Date Executed:</i>
<i>Printed Name and Title of Person Signing</i>	

**EXHIBIT D**  
**(Master Services Agreement)**

**NOTICES**

Unless otherwise expressly provided herein, all reports, notices or other written or electronic communications given hereunder shall be delivered by email or by express delivery requiring signature on receipt to the addresses as set forth below. Foundation may, by written or electronic notice delivered to Supplier, designate any different electronic or physical addresses to which subsequent reports, notices or other communications shall be sent.

**FOUNDATION:**

Foundation for California Community Colleges  
CollegeBuys Program  
1102 Q Street, Suite 4800  
Sacramento, CA 95811  
[cbreporting@foundationccc.org](mailto:cbreporting@foundationccc.org)

**SUPPLIER:**

Precision Emprise LLC dba Precision Concrete Cutting  
Marc Cussenot  
335 Beach Road  
Burlingame, CA 94010  
415.638.7006  
[mcussenot@PCCnorcal.com](mailto:mcussenot@PCCnorcal.com)



**EXHIBIT E**  
**(Master Services Agreement)**

**GENERAL PROVISIONS**

1. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
2. Modification and Waiver. Except as provided otherwise herein, this Agreement may not be modified except by a writing signed by an authorized representative of both parties. A waiver by either party of its rights hereunder shall not be binding unless contained in a writing signed by an authorized representative of the party waiving its rights. The non-enforcement or waiver of any provision shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.
3. Severability. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
4. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.
5. Choice of Law. This Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Sacramento, subject to transfer of venue under applicable State law.
6. Binding Power. This Agreement shall inure to the benefit of and shall be binding upon the Foundation, the Supplier and any successor and assign thereto; subject, however, to the limitations contained herein.
7. Independent Parties. This Agreement does not constitute, give effect to, or otherwise imply a joint venture, pooling arrangement, partnership, or formal or informal business organization of any kind, or (except as expressly set forth herein) any sort of agency relationship between the parties. Neither party will, or will have the power to, bind the other party to any third party without the prior written consent of the other party. The relationship of Supplier and the Foundation under this Agreement is that of independent contractors. Neither party (the "Acting Party") will have the authority to make any agreement or commitment, or incur any liability on behalf of the other party, nor shall such other party be liable for any acts, omissions to act, contracts, commitments, promises, or representations made by the Acting Party. Except as expressly set forth herein, this Agreement does not restrict either party from conducting business with any third party.

8. Indemnification. Supplier, its heirs and/or its assigns (“Indemnitor”) will indemnify, defend and hold Foundation, and its directors, officers, employees, and agents (collectively “Indemnitees”) harmless from all losses, liabilities, claims, demands, costs, expenses and damages, including reasonable attorneys’ fees and costs, resulting from, arising out of, or connected with (a) the performance of its obligations under this Agreement or omissions relating to same by Indemnitor, Indemnitor’s employees, Indemnitor’s subcontractors, or any person or entity for whom Indemnitor is responsible; (b) any breach by Indemnitor of this Agreement; (c) Indemnitor’s or Indemnitees’ infringement or misappropriation of any intellectual property rights relating, in any way, to the performance of Services and/or (d) any willful or negligent act or omission by Indemnitor or any person or entity for whom Indemnitor is responsible. Indemnitor’s indemnification obligations will not be limited by any assertion or finding that (1) Indemnitees are liable by reason of non-delegable duty, or (2) losses were caused in part by the negligence, breach of contract, or violation of law by Indemnitees. Foundation must approve the extension of all settlement offers and approval will not be unreasonably withheld. The Indemnitor will furnish Indemnitees with all related evidence in its control regardless of any disputes. The duty to defend (including by counsel) shall arise regardless of any claim or assertion including, but not limited to, those claims or assertions that Indemnitees caused or contributed to the losses, liabilities, claims, demands, costs, expenses or damages. Nothing in this Agreement shall constitute a waiver or limitation of any rights which Indemnitees may have under applicable law, including without limitation, the right to implied/equitable indemnity.
9. Good Faith Cooperation. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.
10. Authorized Representative. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective Parties, and by their signatures to bind the respective Parties to this Agreement.



**EXHIBIT F**  
**(Master Services Agreement)**

**PRODUCTS AND SERVICES**

**Lowest Price Commitment Certification**

In accordance with regulations established for California Public Contract Code 20661(a)(2) and California Code of Regulations Title 5 section 59131(b), the Foundation shall require a vendor to certify that the goods or services provided pursuant to the contract shall carry the lowest cost available upon the same terms, conditions, and specifications. As such, Supplier certifies that the cost to each California Community College District that is a beneficiary of this Agreement is lower than the cost a California Community College District could obtain through its standard contracting procedures and is the lowest cost available for the same products and/or services in Exhibit F, upon the same terms, conditions, and specifications herein. This certification does not preclude Supplier from providing greater discounts than outlined in Exhibit F to a California Community College District in recognition of unique factors such as volume spend.

**[SUPPLIER]**

By: *Marc Cussenot* Date: Dec 1, 2022  
Marc Cussenot (Dec 1, 2022 13:44 PST)

Print Name: Marc Cussenot Title: CEO



**Billing Units:** Services are billed in “Inch Feet”. An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5” rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$0.5'' + 0'' \times 4\text{ft} = 1 \text{ inch-foot}$$

**Unit Price for sidewalk shaving:** \$56.5 per inch-foot until 12/31/2022 and \$62 per inch-foot in 2023. To be defined for 2024 and beyond.

## Terms and Conditions of Engagement and Authorization to Commence Work

The undersigned (the "Customer") hereby engages Precision Concrete Cutting ("PCC") and agrees to the terms and conditions set forth below. PCC removes only those trip hazards specifically requested by customers, and therefore makes no guarantee or representation that the property is free of trip hazards after the contract is completed except those trip hazards specifically requested by Customer. In addition, PCC only performs certain trip hazard repairs. Among other things, PCC does not remove and replace sidewalk slabs (R&Rs) and does not repair certain ATTNs (e.g. utility boxes). Furthermore, to preserve clients' budget, PCC typically does not perform any repair at and around any sidewalk slabs that require to be replaced. Also, it is recognized that after completion of the contract, trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalks and is not liable for any related claims, losses, damages, or liabilities thereto pertaining.

It is the customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be identified or repaired due to parked vehicles or other obstacles preventing safe and practical access. In this case, PCC will return one extra time to complete the repairs and will charge a fee of up to \$250 per mobilization. Similarly, if repair work needs to be rescheduled less than 3 business days before any agreed upon working date, PCC will charge a rescheduling fee of up to 10% of the contract value.

Proposals based on volume of work as estimated per our sidewalk assessment, which is valid for one year.. Payment terms of invoices are 15 days unless otherwise stated. Contracts greater than \$25,000 are invoiced monthly.

By signing below, I attest that I have read the above statements, understand them completely, and agree. I confirm that I am duly authorized to sign this agreement on behalf of the Customer. By my signature, PCC is approved to complete the work detailed in this proposal in accordance with PCC's schedule and pricing below and attached. Also, Payment of PCC's invoice(s) will confirm that I have inspected PCC's work and that it was performed to my satisfaction.

**Date:** \_\_\_\_\_ **P.O.#:** \_\_\_\_\_

**Signature Authorized Agent:** \_\_\_\_\_

**Print Name & Title:** \_\_\_\_\_

**Is it OK to perform work on Saturdays?** Yes \_\_\_\_\_ / No \_\_\_\_\_

**Is work on Saturdays required to ensure safety and avoid disruption?** Yes \_\_\_\_\_ / No \_\_\_\_\_

## **EXHIBIT G**

**(Master Services Agreement)**

### **SUPPLIER COMMITMENT & PROGRAM PROMOTION**

#### **Supplier Commitment**

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The Foundation for California Community Colleges (“Foundation”) asks each Supplier to make four basic commitments to ensure the overall success of the program.

**Corporate Commitment** - A commitment that the Foundation has the support of senior management, and that the Foundation contract is the Supplier’s primary offering to Participating Agencies, specifically to the California Community Colleges. The Supplier shall make its existing public and private agency clients aware of its Foundation contract, and upon the public and private agency’s request, such agency will be transitioned to the Supplier’s Foundation contract.

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

**Service Commitment** - A commitment that the Supplier will provide at minimum the level of service defined in the agreement to any and all Participating Agencies purchasing through Foundation’s contract.

**Communication and Information Commitment** - Establish the following communication links to facilitate customer access and communication:

- ❑ An email address for general inquiries
- ❑ Provide the following for Foundation website use:
  - Standard logos
  - Summary of products and pricing
  - Information web-link to Supplier’s website
  - Overall information about Supplier
  - Other promotional material as desired

#### **Supplier Program Promotion**

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

**Account Management Team** – The Supplier shall provide an Account manager with the authority and responsibility for the overall success of the Foundation contract within the Supplier’s organization. The Supplier shall also designate a Lead Referral Contact Person, responsible for receiving communications from Foundation concerning new public agency registrations, and for ensuring timely follow up by the Supplier’s staff to requests for contact from public school districts. Additionally, Foundation suggests the



Supplier implement and support a Supplier-based internet web page dedicated to the Supplier's Foundation program and linked to the CollegeBuys website.

**Quarterly Review** – Upon request, Foundation will schedule a quarterly review with the Supplier to evaluate the Supplier's performance of Supplier Commitments and Program Standards outlined herein.

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

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

- No cost to participate
- Non-exclusive contracts

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

- Key features of Foundation contract
- Understanding of the process of development of the Agreement
- Working knowledge of Foundation Organization and Solicitation Process
- Awareness of the range of Participating Agencies that can access Foundation

**EXHIBIT H**  
(Master Services Agreement)

**SAMPLE FORM OF SUPPLIER QUARTERLY REPORTING TO FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES**

College Name Association Name	PO Number	Supplier Invoice Number	Invoice Amount \$	Savings \$	FCCC Admin. Fee \$
<b>TOTAL</b>	-	-			

**NOTE: Reports to be submitted in Microsoft Excel**

\*Excluding taxes, additional services and transportation

**EXHIBIT I**  
**(Master Services Agreement)**

**COOPERATIVE UTILIZATION**

This Master Agreement is available to public and private school districts, as well as public and private colleges or universities (referred to individually as “Participating Agency” or collectively as “Participating Agencies”), specifically including California Community Colleges, which are supported, in part, by the Foundation.

A list of all California Community Colleges, California State Universities, and AICCU Member Institutions is provided below for reference. K-12 districts may also procure under this Agreement pursuant to Public Contract Code Section 20118. The below list does not preclude any Participating Agency that is not listed from purchasing from this Agreement.



**List of California Community Colleges**

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Allan Hancock Joint CCD	Allan Hancock College	800 S. College Dr.	Santa Maria	93454
Antelope Valley CCD	Antelope Valley College	3041 West Ave K.	Lancaster	93536
Barstow CCD	Barstow College	2700 Barstow Rd	Barstow	92311
Butte-Glenn CCD	Butte College	3536 Butte Campus Dr.	Oroville	95965
Cabrillo CCD	Cabrillo College	6500 Soquel Dr.	Aptos	95003
Cerritos CCD	Cerritos College	111110 Alondra Boulevard	Norwalk	90650
Chabot-Las Positas CCD	Chabot College	25555 Hesperian Blvd.	Hayward	94545
Chabot-Las Positas CCD	Las Positas College	3033 Collier Canyon Rd.	Livermore	94551
Chaffey CCD	Chaffey College	5885 Haven Ave.	Rancho Cucamonga	91737
Citrus CCD	Citrus College	1000 West Foothill Blvd.	Glendora	91741
Coast CCD	Coastline Community College	11460 Warner Avenue	Fountain Valley	92708
Coast CCD	Golden West College	15744 Goldenwest St.	Huntington Beach	92647
Coast CCD	Orange Coast College	2701 Fairview Rd, PO Box 5005	Costa Mesa	92628
Compton CCD	Compton College	1111 Artesia Blvd.	Compton	90221
Contra Costa CCD	Contra Costa College	2600 Mission Bell Dr.	San Pablo	94806
Contra Costa CCD	Diablo Valley College	321 Golf Club Rd.	Pleasant Hill	94523
Contra Costa CCD	Los Medanos College	2700 E. Leland Rd.	Pittsburg	94565
Copper Mountain CCD	Copper Mountain College	6162 Rotary Way (PO Box 1398)	Joshua Tree	92252
Desert CCD	College of the Desert	43500 Monterey Ave	Palm Desert	92260
El Camino CCD	El Camino College	16007 Crenshaw Blvd.	Torrance	90506
Feather River CCD	Feather River College	570 Golden Eagle Ave	Quincy	95971
Foothill-De Anza CCD	De Anza College	21250 Stevens Creek Blvd.	Cupertino	95014
Foothill-De Anza CCD	Foothill College	12345 El Monte Rd	Los Altos Hills	94022
Gavilan CCD	Gavilan College	5055 Santa Teresa Blvd.	Gilroy	95020
Glendale CCD	Glendale College	1500 N Verdugo Rd.	Glendale	91208

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Grossmont-Cuyamaca CCD	Cuyamaca College	900 Rancho San Diego Pkwy.	El Cajon	92019
Grossmont-Cuyamaca CCD	Grossmont College	8800 Grossmont College Dr.	El Cajon	92020
Hartnell Joint CCD	Hartnell College	156 Homestead Ave.	Salinas	93901
Imperial Valley CCD	Imperial Valley College	380 E. Aten	Imperial	92251
Kern CCD	Bakersfield College	1801 Panorama Dr.	Bakersfield	93305
Kern CCD	Cerro Coso Community College	3000 College Heights Blvd	Ridgecrest	93555
Kern CCD	Porterville College	100 E College Ave.	Porterville	93257
Lake Tahoe CCD	Lake Tahoe Community College	1 College Dr.	So. Lake Tahoe	96150
Lassen CCD	Lassen College	P.O. Box 3000	Susanville	96130
Long Beach CCD	Long Beach City College - Liberal Arts	1305 E Pacific Coast Hwy	Long Beach	90806
Los Angeles CCD	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park	91754
Los Angeles CCD	Los Angeles City College	855 N Vermont Ave.	Los Angeles	90029
Los Angeles CCD	Los Angeles Harbor College	1111 Figueroa Pl.	Wilmington	90744
Los Angeles CCD	Los Angeles Mission College	13356 Eldridge Ave	Sylmar	91342
Los Angeles CCD	Los Angeles Pierce College	6201 Winnetka Ave., PMB 103	Woodland Hills	91371
Los Angeles CCD	Los Angeles Southwest College	1600 Imperial Hwy.	Los Angeles	90047
Los Angeles CCD	Los Angeles Trade-Tech College	400 W. Washington Blvd.	Los Angeles	90015
Los Angeles CCD	Los Angeles Valley College	5800 Fulton Ave.	Valley Glen	91401
Los Angeles CCD	West Los Angeles College	9000 Overland Ave.	Culver City	90230
Los Rios CCD	American River College	4700 College Oaks Dr.	Sacramento	95841
Los Rios CCD	Cosumnes River College	8401 Center Pkwy.	Sacramento	95823
Los Rios CCD	Folsom Lake College	100 Clarksville Road	Folsom	95630
Los Rios CCD	Sacramento City College	3835 Freeport Blvd.	Sacramento	95822
Marin CCD	College of Marin	835 College Ave.	Kentfield	94904
Mendocino-Lake CCD	Mendocino College	1000 Hensley Creek Rd.	Ukiah	95482
Merced CCD	Merced College	3600 M Street	Merced	95348



<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
MiraCosta CCD	MiraCosta College	One Bernard Dr.	Oceanside	92056
Monterey Peninsula CCD	Monterey Peninsula College	980 Fremont St.	Monterey	93940
Mt. San Jacinto CCD	Mt. San Jacinto College	1499 N State St.	San Jacinto	92583
Mt. San Antonio CCD	Mt. San Antonio College	1100 N Grand Ave.	Walnut	91789
Napa Valley CCD	Napa Valley College	2277 Napa-Vallejo Hwy.	Napa	94558
North Orange County CCD	Cypress College	9200 Valley View Street	Cypress	90630
North Orange County CCD	Fullerton College	321 E. Chapman Ave.	Fullerton	92832
Ohlone CCD	Ohlone College	43600 Mission Blvd.	Fremont	94539
Online CCD	Calbright College	1070 Innovation Way	Sunnyvale	94089
Palo Verde CCD	Palo Verde College	One College Dr.	Blythe	92225
Palomar CCD	Palomar College	1140 West Mission Rd	San Marcos	92069
Pasadena Area CCD	Pasadena City College	1570 E. Colorado Blvd.	Pasadena	91106
Peralta CCD	Berkeley City College	2050 Center Street	Berkeley	94707
Peralta CCD	College of Alameda	555 Atlantic Avenue	Alameda	94501
Peralta CCD	Laney College	900 Fallon Street	Oakland	94607
Peralta CCD	Merritt College	12500 Campus Dr.	Oakland	94619
Rancho Santiago CCD	Santa Ana College	1530 w. 17TH St.	Santa Ana	92706
Rancho Santiago CCD	Santiago Canyon College	8045 E. Chapman Ave.	Orange	92869
Redwoods CCD	College of the Redwoods	7351 Tompkins Hill Rd.	Eureka	95501
Rio Hondo CCD	Rio Hondo College	3600 Workman Mill Rd.	Whittier	90601
Riverside CCD	Moreno Valley College	16130 Lasselle St.	Moreno Valley	92551
Riverside CCD	Norco College	2001 Third St.	Norco	92860
Riverside CCD	Riverside City College	4800 Magnolia Ave.	Riverside	92506
San Bernardino CCD	Crafton Hills College	11711 Sand Canyon Road	Yucaipa	92399
San Bernardino CCD	San Bernardino Valley College	701 S. Mt Vernon Ave.	San Bernardino	92410
San Diego CCD	San Diego City College	1313 Park Blvd.	San Diego	92101
San Diego CCD	San Diego Mesa College	7250 Mesa College Dr.	San Diego	92111



<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
San Diego CCD	San Diego Miramar College	10440 Black Mountain Rd	San Diego	92126
San Francisco CCD	City College of San Francisco	50 Phelan Ave	San Francisco	94112
San Joaquin Delta CCD	San Joaquin Delta College	5151 Pacific Ave.	Stockton	95207
San Jose-Evergreen CCD	Evergreen Valley College	3095 Yuerba Buena Rd.	San Jose	95135
San Jose-Evergreen CCD	San Jose City College	2100 Moorpark Ave	San Jose	95128
San Luis Obispo County CCD	Cuesta College	P.O. Box 8106	San Luis Obispo	93403
San Mateo County CCD	Cañada College	4200 Farm Hill Boulevard	Redwood City	94061
San Mateo County CCD	College of San Mateo	1700 West Hillsdale Blvd.	San Mateo	94402
San Mateo County CCD	Skyline College	3300 College Dr.	San Bruno	94066
Santa Barbara CCD	Santa Barbara City College	721 Cliff Dr.	Santa Barbara	93109
Santa Clarita CCD	College of the Canyons	26455 Rockwell Canyon Rd.	Santa Clarita	91355
Santa Monica CCD	Santa Monica College	1900 Pico Blvd	Santa Monica	90405
Sequoias CCD	College of the Sequoias	915 S. Mooney Blvd.	Visalia	93277
Shasta-Tehama-Trinity Joint CCD	Shasta College	P.O. Box 496006	Redding	96049
Sierra Joint CCD	Sierra College	5100 Sierra College Blvd.	Rocklin	95677
Siskiyou Joint CCD	College of the Siskiyous	800 College Ave.	Weed	96094
Solano CCD	Solano Community College	4000 Suisun Valley Rd.	Fairfield	94534
Sonoma County JCD	Santa Rosa Junior College	1501 Mendocino Ave.	Santa Rosa	95401
South Orange County CCD	Irvine Valley College	5500 Irvine Center Dr.	Irvine	92720
South Orange County CCD	Saddleback College	28000 Marguerite Parkway	Mission Viejo	92692
Southwestern CCD	Southwestern College	900 Otay Lakes Rd.	Chula Vista	91910
State Center CCD	Clovis College	10309 N. Willow Avenue	Fresno	93730
State Center CCD	Fresno City College	1101 E University Ave.	Fresno	93741
State Center CCD	Madera College	30277 Avenue 12	Madera	93638
State Center CCD	Reedley College	995 North Reed Ave.	Reedley	93654
Ventura County CCD	Moorpark College	7075 Campus Rd	Moorpark	93201

<b>District</b>	<b>College</b>	<b>College Address</b>	<b>City</b>	<b>Zip</b>
Ventura County CCD	Oxnard College	4000 S Rosa Ave.	Oxnard	93033
Ventura County CCD	Ventura College	4667 Telegraph Rd.	Ventura	93003
Victor Valley CCD	Victor Valley College	18422 Bear Valley Rd.	Victorville	92392
West Hills CCD	West Hills College Coalinga	300 Cherry Lane	Coalinga	93210
West Hills CCD	West Hills College Lemoore	555 College Ave.	Lemoore	93245
West Kern CCD	Taft College	29 Emmons Park Dr.	Taft	93268
West Valley-Mission CCD	Mission College	3000 Mission College Blvd	Santa Clara	95054
West Valley-Mission CCD	West Valley College	14000 Fruitvale Ave.	Saratoga	95070
Yosemite CCD	Columbia College	11600 Columbia College Dr.	Sonora	95370
Yosemite CCD	Modesto Junior College	435 College Ave.	Modesto	95350
Yuba CCD	Woodland Community College	2300 E. Gibson Rd.	Woodland	95776
Yuba CCD	Yuba College	2088 N. Beale Rd.	Marysville	95901

**List of California State Universities**

<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
California State University, Bakersfield	9001 Stockdale Highway	Bakersfield	93311
California State University, Channel Islands	1 University Drive	Camarillo	93012
California State University, Chico	400 West First Street	Chico	95929
California State University, Dominguez Hills	1000 E. Victoria Street	Carson	90747
California State University, East Bay	25800 Carlos Bee Boulevard	Hayward	94543
California State University, Fresno	5421 N. Maple Avenue	Fresno	93740
California State University, Fullerton	800 N. State College Boulevard	Fullerton	92831
Humboldt State University	1 Harpst Street	Arcata	95521
California State University, Long Beach	1250 Bellflower Boulevard	Long Beach	90840
California State University, Los Angeles	5151 State University Drive	Los Angeles	90032
California State University Maritime Academy	200 Maritime Academy Drive	Vallejo	94590
California State University, Monterey Bay	5108 Fourth Avenue	Marina	93933
California State University, Northridge	18111 Nordhoff Street	Northridge	91330
California State Polytechnic University, Pomona	3801 West Temple Avenue	Pomona	91768
California State University, Sacramento	6000 J Street	Sacramento	95819
California State University, San Bernardino	5500 University Parkway	San Bernardino	92407
San Diego State University	5500 Campanile Drive	San Diego	92182
San Francisco State University	1600 Holloway Avenue	San Francisco	94132
San Jose State University	One Washington Square	San Jose	95192
California State Polytechnic University, San Luis Obispo	1 Grand Avenue	San Luis Obispo	93407
California State University, San Marcos	333 South Twin Oaks Valley Road	San Marcos	92096
Sonoma State University	1801 East Cotati Avenue	Rohnert Park	94928
California State University, Stanislaus	One University Circle	Turlock	95382



**List of AICCU Member Institutions**

<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
American Jewish University	15600 Mulholland Drive	Los Angeles	90077
Antioch University	400 Corporate Pointe	Culver City	90230
ArtCenter	1700 Lida Street	Pasadena	91103
Biola University	13800 Biola Avenue	La Miranda	90639
Brandman University	16355 Laguna Canyon Road	Irvine	92618
California Baptist University	8432 Magnolia Avenue	Riverside	92504
California College of the Arts	1111 Eighth Street	San Francisco	94107
California Institute of Integral Studies	1453 Mission Street	San Francisco	94107
California Institute of Technology	1200 E. California Boulevard	Pasadena	91125
California Institute of the Arts	24700 McBean Parkway	Valencia	91355
California Lutheran University	60 W. Olsen Road	Thousand Oaks	91360
Chapman University	One University Drive	Orange	92866
Charles R. Drew University	1731 East 120th Street	Los Angeles	90059
Chicago School of Professional Psychology	617 W. 7th Street	Los Angeles	90017
Claremont Graduate University	150 E. 10th Street	Claremont	91711
Claremont McKenna College	888 Columbia Avenue	Claremont	91711
Columbia College Hollywood	18618 Oxnard Street	Tarzana	91356
Concordia University Irvine	1530 Concordia West	Irvine	92612
Dominican University of California	50 Acacia Avenue	San Raphael	94901
Fielding Graduate University	2020 De la Vina Street	Santa Barbara	93105
Fresno Pacific University	1717 S. Chestnut Ave. East Hall	Fresno	93702
Golden Gate University	536 Mission Street	San Francisco	94105
Harvey Mudd College	301 Platt Boulevard	Claremont	91711
Holy Names University	3500 Mountain Boulevard	Oakland	94619
Humphreys University	6650 Inglewood Avenue	Stockton	95207
International Technological University	2711 North First Street	San Jose	95134
John F. Kennedy University	100 Ellinwood Way	Pleasant Hill	94523
Keck Graduate Institute	535 Watson Drive	Claremont	91711
La Sierra University	4500 Riverwalk Parkway	Riverside	92505
Laguna College of Art + Design	2222 Laguna Canyon Road	Laguna Beach	92651
Life Pacific College	1100 West Covina Boulevard	San Dimas	91733
Loma Linda University	11139 Anderson Street	Loma Linda	92350
Los Angeles Pacific University	300 N. Lone Hill Ave., # 200	San Dimas	91733

<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
Loyola Marymount University	1 LMU Drive	Los Angeles	90045
Marymount California University	30800 Palos Verdes Dr. East	Rancho Palos Verdes	90275
Menlo College	1000 El Camino Real	Atherton	94027
Mills College	5000 MacArthur Boulevard	Oakland	94613
Mount Saint Mary's University	12001 Chalon Road	Los Angeles	90049
National University	11255 North Torrey Pines Road	La Jolla	92037
National University, Sacramento	9320 Tech Center Drive	Sacramento	95826
Notre Dame de Namur University	1500 Ralston Avenue	Belmont	94002
Occidental College	1600 Campus Road	Los Angeles	90041
Otis College of Art and Design	9045 Lincoln Boulevard	Los Angeles	90045
Pacific Oaks College	55 West Eureka Street	Pasadena	91103
Pacific Union College	One Angwin Avenue	Angwin	94508
Palo Alto University	1791 Arastradero Road	Palo Alto	94304
Pepperdine University	24255 Pacific Coast Highway	Malibu	90263
Pitzer College	1050 N. Mills Avenue	Claremont	91711
Point Loma Nazarene University	3900 Lomaland Drive	San Diego	92106
Pomona College	333 N. College Way	Claremont	91711
Providence Christian College	1539 E. Howard Street	Pasadena	91104
Saint Mary's College of California	1928 Saint Mary's Road	Moraga	94556
Samuel Merritt University	3100 Telegraph Ave.	Oakland	94609
San Diego Christian College	200 Riverview Parkway	Santee	92071
San Francisco Art Institute	800 Chestnut Street	San Francisco	94133
San Francisco Conservatory of Music	50 Oak Street	San Francisco	94102
Santa Clara University	500 El Camino Real	Santa Clara	95050
Saybrook University	475 14th Street, 9th Floor	Oakland	94612
Scripps College	1030 N. Columbia	Claremont	91711
Simpson University	2211 College View Drive	Redding	96003
Soka University of America	1 University Drive	Aliso Viejo	92656
Southern CA Institute of Architecture	960 E. 3rd Street	Los Angeles	90013
Southern CA University of Health Sciences	16200 Amber Valley Drive	Whittier	90604
Stanford University	450 Serra Mall	Stanford	94305
TCS Education System	475 14th Street, 9th Floor	Oakland	94612
The Claremont Colleges Services	101 South Mills Avenue	Claremont	91711
The Master's University	21726 Placerita Canyon Road	Santa Clarita	91321
Thomas Aquinas College	10,000 Ojai Road	Santa Paula	93060



<b>Institution</b>	<b>Address</b>	<b>City</b>	<b>Zip</b>
Touro College and University System	43 West 23rd Street	New York	10010
Touro University California	1310 Club Drive	Vallejo	94592
Touro University Worldwide	10609 Calle Lee, Ste. 179	Los Alamitos	90720
University of La Verne	1950 3rd Street	La Verne	91750
University of La Verne College of Law	320 East D Street	Ontario	91764
University of Redlands	1200 East Colton Avenue	Redlands	92374
University of Saint Katherine	1637 Capalina Road	San Marcos	92069
University of San Diego	5998 Alcalá Park	San Diego	92110
University of San Francisco	2130 Fulton Street	San Francisco	94117
University of Southern California	University Park	Los Angeles	90089
University of the Pacific	3601 Pacific Avenue	Stockton	95211
University of the West	1409 Walnut Grove Avenue	Rosemead	91770
Vanguard University of Southern CA	55 Fair Drive	Costa Mesa	92626
Western University of Health Sciences	309 East Second Street, College Plaza	Pomona	91766
Westmont College	955 La Paz Road	Santa Barbara	93108
Whittier College	13406 East Philadelphia	Whittier	90608
Whittier Law School	3333 Harbor Boulevard	Costa Mesa	92626
William Jessup University	2121 University Avenue	Rocklin	95765
Woodbury University	7500 N Glenoaks Blvd	Burbank	91504
Zaytuna College	1712 Euclid Avenue	Berkeley	94709



**EXHIBIT J**  
**(Master Services Agreement)**

**CONTRACT AMENDMENTS/MODIFICATIONS**



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

*Benefiting, Supporting, and Enhancing  
the California Community Colleges*

1102 Q Street, Suite 4800  
Sacramento, California 95811-6549  
Toll-Free Telephone: 866.325.3222  
Facsimile: 916.325.0844

[www.foundationccc.org](http://www.foundationccc.org)

Heather Jimison  
Precision Concrete Cutting  
1425 North Market Blvd. #9  
Sacramento, CA 95834

June 12, 2024

**RE: Price Increase Request for CollegeBuys, Contract #00006494**

Dear Ms. Jimison,

This letter is to inform you that Precision Concrete Cutting's Price Increase Request for items awarded in **Contract #00006494** has been approved. Per the terms of the agreement, the approved price increase can be implemented sixty (60) days from the date reflected on this approval letter. In an effort to ensure that price increase are implemented and communicated effectively, please note the items below:

- Price increase information will be made available on the Foundation website, but please note it is your responsibility to communicate this increase to all entities utilizing the contract.
- Please note that you are responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have request a quotation, within thirty (30) days of approval.
- At minimum, please honor quotations made with the old pricing for ninety (90) days from effective date of the price increase.

If you have any questions or concerns please feel free to contact me directly. Thank you for your ongoing support of our community colleges.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Keiper".

**Jennifer Keiper**  
Director, CollegeBuys  
[jkeiper@foundationccc.org](mailto:jkeiper@foundationccc.org)  
906.325.1859



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## Attachment 1: Price Increase Process Letter

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FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

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Heather Jimison  
Precision Concrete Cutting  
1425 North Market Blvd. #9  
Sacramento, CA 95834

June 24, 2024

**RE: Price Increase Request for CollegeBuys, Contract #00006494**

Dear Ms. Jimison,

This letter is to inform you that Precision Concrete Cutting's Price Increase Request for items awarded in **Contract #00006494** has been approved. Per the terms of the agreement, the approved price increase can be implemented sixty (60) days from the date reflected on this approval letter. In an effort to ensure that price increase are implemented and communicated effectively, please note the items below:

- Price increase information will be made available on the Foundation website, but please note it is your responsibility to communicate this increase to all entities utilizing the contract.
- Please note that you are responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have request a quotation, within thirty (30) days of approval.
- At minimum, please honor quotations made with the old pricing for ninety (90) days from effective date of the price increase.

If you have any questions or concerns please feel free to contact me directly. Thank you for your ongoing support of our community colleges.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Keiper".

**Jennifer Keiper**  
Director, CollegeBuys  
[jkeiper@foundationccc.org](mailto:jkeiper@foundationccc.org)  
906.325.1859



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## Attachment 1: Price Increase Process Letter

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FOUNDATION *for* CALIFORNIA  
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Heather Jimison  
Precision Concrete Cutting  
1425 North Market Blvd. #9  
Sacramento, CA 95834

June 24, 2024

Dear Ms. Jimison,

This letter is to inform you of the formal price increase request process that has been established by the Foundation. The contract states price increases are to be negotiated with the Foundation and we want to ensure all vendor partners understand expectations.

1. Limitations: Contract Holder is limited to one (1) Formal Price Increase Request per year (a year is defined as a 365-day period). The initial year to commence upon a fully executed contract.
2. ALL future Formal Price Increase Requests (Request) are managed as follows:
  - Price Increase Request must include sufficient details to allow Foundation staff to effectively and efficiently evaluate the Request. At a minimum, the Request should include details on specific product, packaging or other related materials costs that have increased, product lines that are to be impacted, and the net effective impact of the requested adjustments would be.
  - Foundation will review the Request in a timely manner and make every effort to get back to the manufacturer with any questions or additional information required to evaluate the Request within ten (10) business days.

Please note that some factors Foundation may consider in this determination may include market conditions, frequency of Request from the manufacturer, appropriateness of Request relative to other manufacturers in the industry, and general market conditions for our constituents

- If Foundation does not feel that the Request is justified, Foundation reserves the right to either deny the increase or negotiate better terms for our constituents.





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COMMUNITY COLLEGES

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[www.foundationccc.org](http://www.foundationccc.org)

- If the price increase as present is accepted, Foundation will issue a letter of acceptance to Contract Holder stating the earliest date the price increase can go into effect. Per the terms of our contract, this will be a minimum of sixty (60) days from date of acceptance. Foundation may extend this implementation period if warranted by market conditions.
  - i. Manufacturer should anticipate that the processing of a Request to take approximately thirty (30) days from receipt of Request.
  - ii. Manufacturer is responsible for communicating the price increase acceptance to all participating agencies, including any who have not ordered, but have requested a quotation, within thirty (30) days of approval.
  
- Understanding project lead times and the importance of our constituent's ability to stay on budget, Contract Holder is expected to work with any college that has received a quote that could be impacted by the price increase. At minimum, Contract Holder will be asked to honor any quotation made with the old pricing for ninety (90) days from effective date of the price increase.

Foundation reserves the right to modify this formal process if the need arises and will notify Vendor partners of any changes to the Formal Price Increase Protocol.

If you have any questions or concerns, please feel free to contact me directly. And thank you for your ongoing support of our Community Colleges.

Sincerely,

**Jennifer Keiper**

Sr. Director, CollegeBuys  
[jkeiper@foundationccc.org](mailto:jkeiper@foundationccc.org)



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## Attachment 2: Affected Products and Services

Effective Date: August 23, 2024  
(60 Days from Approval Letter)

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The overall average increase is 10%



FOUNDATION *for* CALIFORNIA  
COMMUNITY COLLEGES

## Attachment 3: Vendor Cover Letter

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**From:** [hjimison@pccnorcal.com](mailto:hjimison@pccnorcal.com) <[hjimison@pccnorcal.com](mailto:hjimison@pccnorcal.com)>

**Sent:** Tuesday, June 11, 2024 1:55 PM

**To:** Heather Cade-Bauer <[hcade-bauer@foundationccc.org](mailto:hcade-bauer@foundationccc.org)>

**Cc:** [hjimison@pccnorcal.com](mailto:hjimison@pccnorcal.com)

**Subject:** RE: FoundationCCC Q3 Partnership Meeting

**CAUTION:** This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Heather,

It was great meeting with you today. We would like to request a price increase due to inflation hitting us very hard in 2024 to 68.2 inch/ft. Can you please help me with getting this rate locked in for our 2024 contract pricing? Also, Jason from our accounting dept should be submitting the reporting and I apologize for the delay on this. I do look forward to sending in a quarterly newsletter and a case study, so if you can show me some examples and when I can get that submitted that would be great!

I am also interested in the zoom meeting and speaking about some of the colleges we have had success with at upcoming statewide monthly meetings in the fall. Thanks for your help!

Best,



**Heather Jimison**

**Precision Concrete Cutting**

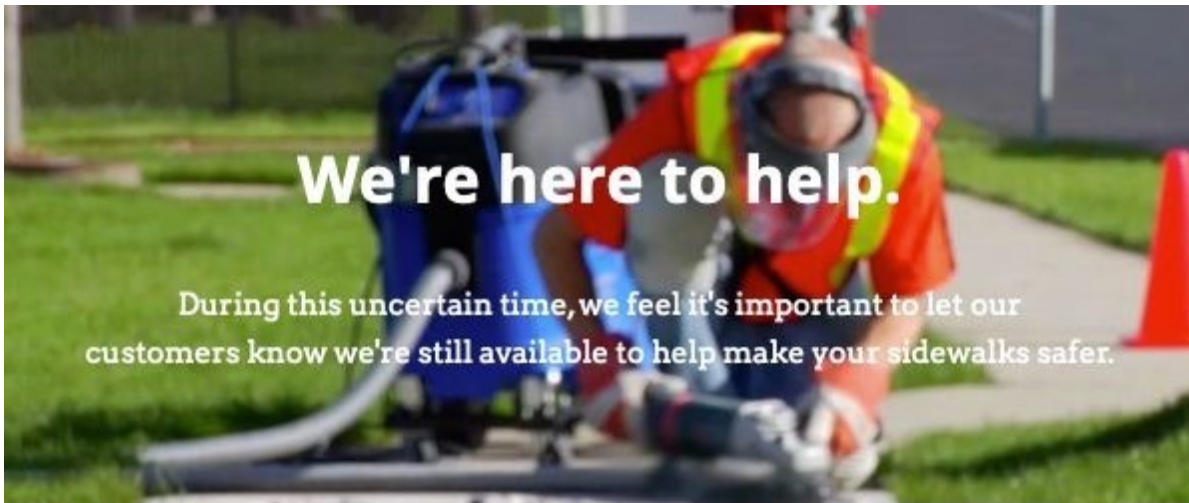
**Senior Business Development Manager for School Districts, Colleges and Universities**

**Your Sidewalk Inspection and Repair Expert**

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## We're here to help.

During this uncertain time, we feel it's important to let our customers know we're still available to help make your sidewalks safer.

The safety of our team and our customers is our first priority.  
Measures are being taken to ensure compliance with CDC guidelines.  
Our projects require no in-person or in-office contact.