

Board of Trustees Agenda Item

Board Meeting Date: September 10, 2012

Title of Item: Renew Contract with Capture Technologies Inc.

Background and Analysis:

Capture provides the following functionality:

- 1) 'Pay as you go' printing (through GoPrint) in certain computer labs across both campuses
- 2) User authentication in libraries for checking out books
- 3) A source of revenue for the student body governments (based on the sale of the cards)

Recommendation: Approve contract renewal with Capture Technologies Inc.

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| Submitted by: Kevin McElroy, Vice Chancellor, ext. 6201 Additional contact names: Is backup provided? |
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AGREEMENT FOR SERVICES

Foothill-De Anza Community College District

Aug. 20th , 2012

The purpose of this document is to extend a reduction in cost to Foothill-De Anza Community College District for services rendered on an annual basis by Capture Technologies, Inc.

Included in the document is a list of the services to be provided from September 1 , 2012 thru September 1, 2013

The total annual contract is \$130,000

Foothill College**FRONT END****Hardware and ID Software On-site Service**

As per Exhibit A, Terms & Conditions, Full Field Service Agreement for Photo ID Equipment.

Equipment Covered

- Cash Revaluation Machines
- GoPrint Card Readers
- Copy Terminal Card Readers
- Complete POS Units (device + register)
- POS Unit Only
- Datacard SP-60 and CP-60 Card Printers
- ChipNet3 TCP/IP Vending Terminals

BACK END**Transaction Download**

- Daily POS transaction report for POS machine installed at the Smart Shop.
- Transaction reports that are in the system can be run when requested.
- Perform necessary downloads and validation of transactions from POS terminals.
- Provide necessary reports to associated merchants.
- Provide point of contact person for all transaction reporting.
- District to issue checks and perform necessary accounting functions for each of the merchants listed in the reports.

Technical support of transaction reporting system – unlimited site visits*

- Health check of ChipNet system, SQL database maintenance.
- Interface maintenance between GoPrint and ChipNet, GoPrint Reporting.
- ChipNet functionality and report continuity verification.

Cash Collection & Reconciliation

- Money for each location is counted and deposited.
- Once a month a complete summary report is run which details all collections, transactions and printing.
- POS reporting, vending, GoPrint reader reconciliation.
- Technical support for cash reloading devices.

1 day Annual On-Site Training

- Annual on-site training, for system administration staff, IT staff and Office Administration staff as part of the annual software maintenance renewal.
- Training to emphasize new product releases and features, new techniques, and new best practices process improvements.
- Covers mechanical aspects of the equipment as well as procedural elements currently in use by the college.
- District-wide total equals 3 full days of training, divided over 3 campuses. As an option, training days can be organized in tandem with other FHDC campuses to a total of 3 full days of classroom time in a single location, in succession, if deemed appropriate by campus administration.

Middlefield College**FRONT END**

Hardware and ID Software Onsite Service

As per Exhibit A, Terms & Conditions, Full Field Service Agreement for Photo ID Equipment

Equipment Covered

- Cash Revaluation Machines
- GoPrint Card Readers
- Complete POS Units (device + register)
- Datacard SP-60 and CP-60 Card Printers

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Total for this annual service**\$40,000****Ongoing Oversight and Management of Capture Card Solution at Foothill**

- Serve as on-site card office manager.
- Manage and train card office staff.
- Support campus on card related issues.
- Maintain card issuance equipment and supplies.
- Serve as the primary point of contact for campus card related issues.
- Report to the director of Student Services and attend such staff meetings.
- Provide regular reports to campus staff.
- Handle all card office related customer services issues.

Total for this annual service**\$50,000**

De Anza College**FRONT END****Hardware and ID Software Onsite Service**

As per Exhibit A, Terms & Conditions, Full Field Service Agreement for Photo ID Equipment.

Equipment Covered

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- Complete POS Units (device + register)
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Total for this annual service

\$40,000

Financial Reporting

- Monthly delivery to Accounting complete summary reports.
- Creation of new reports.
- Verification of accuracy of reports.
- Revision of report criteria, when requested.

Technical support of financial reporting system – unlimited site visits

- Health check of financial reporting system.
- Interface maintenance of financial reporting system.
- Financial reporting system functionality and report continuity verification.

Financial Reporting and Technical Support of financial system total: This will be billed as a per call service at \$170 per hour for a 3 hour minimum.

EXHIBIT A



Terms & Conditions

Full Field Service Agreement

Photo ID Equipment

Upon receipt of the signed Full Field Service Agreement (Agreement) and a hard copy of a purchase order, and approval by Capture Technologies in the form of a generated invoice to be paid within 30 days, it is agreed that Capture Technologies will furnish service for **FHDA Community College District**, at the established rate, on the specified **Cash to Card Solution** equipment to insure operating efficiency. This non-refundable Agreement covers the serial number(s) listed on the attached Proposal and/or Inventory List, and consists of the following, all to be performed during the agreed twelve-month period of **9/19/2010 to 9/18/2011**.

- ◆ All parts, including drives, interface boards, and system boards necessary to keep the system in proper operating condition, **with the exception** of camera parts (cameras are irreparable) and consumable supplies such as ribbons or cards.
- ◆ On-line, telephone, and on-site support with interface between camera, software and printer.
- ◆ All labor charges for service calls as required during normal business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m. PT.
- ◆ 8 business hours response time for service calls.
- ◆ Customer scheduled Preventive Maintenance (PM) inspections twice during the coverage period.
- ◆ Unlimited telephone support (M-F 8x5 PT).

It is understood that Agreement does NOT include:

- ◆ Replacement of standard cords, cables, A/C adapters.
- ◆ Any necessary reformatting or repair as a result of the customer's voluntary upgrade or change in operating system or database.
- ◆ Network issues.
- ◆ Reformatting of card design, batch design, layout, etc. after the initial formatting that is paid for and included in the initial installation process.
- ◆ Repairs made necessary by use of non-manufacture parts, cleaning tools, supplies, etc.
- ◆ Repairs made necessary by accident, abuse, fire, water, storm, burglary, self-repair, or any act of God, as well as maintaining, utilizing, and/or storing the equipment in a manner other than instructed (see attached Equipment Environment Requirements).
- ◆ Repairs made necessary by power surges, outages, or any other power issues where equipment is affected due to lack of or insufficient protection by Capture Technologies -approved Uninterrupted Power Supply (UPS).

Any relocation of equipment covered by Agreement may cause equipment to be re-evaluated for coverage qualification and pricing. Relocations performed by Capture Technologies technicians will ensure continued coverage, however this is not a covered service and will be charged at the normal labor rate of \$175/hour with a three-hour minimum. If customer performs relocation, Capture Technologies must be notified and allowed to schedule a non-billable post-move inspection to ensure the equipment still qualifies for coverage. Agreement covers one free post-move inspection per coverage period. If the equipment is found to have been damaged from the move, Agreement will be null and void, with no refund, until the equipment is repaired at the customer's expense.

The operator-replaceable print head is not covered by Agreement. The print head is covered by a standard twelve-month warranty from Datacard, with no printing limit, from date of installation. If a Capture Technologies technician determines a new print head is required, customer will be notified and have the option to purchase one through Capture Technologies; installation of the new print head will be a billable call at the normal labor rate of \$175/hour with a three-hour minimum.

Exceeding the production capacity of the equipment covered by Agreement will exclude it from the terms of Agreement. Under special circumstances, the rate may be adjusted to cover increased production needs, if approved by a Capture Technologies technical supervisor.

Additional components purchased during Agreement period may be added at a pro-rated amount to correspond with Agreement anniversary date. Either party may terminate this Agreement with or without cause by providing THIRTY (30) days notice, in writing, to the other party.

From time to time the manufacturer will notify us that a certain piece of equipment has reached the determined "end of life". Once we receive the notification, the manufacturer will no longer support said equipment after this date. In such cases, you will be notified so appropriate steps can be taken to replace the equipment. Once a piece of equipment reaches its "end of life" we can no longer guarantee that we will be able to get parts for the machine, however we will do everything in our power to keep the equipment in working order.

If it is determined by Capture Technologies' service engineers that a piece of equipment is beyond economical repair or if parts become unavailable, the remainder of the service agreement will be credited to coverage on a new piece of equipment.

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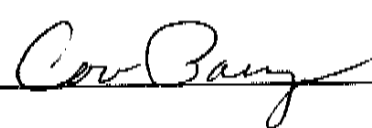
EXHIBIT A, Continued

Equipment Environment Requirements

Photo ID Equipment

In order to maintain optimal operation, review and follow the environmental guidelines in the manual that accompanied your equipment. For your easy reference, we have highlighted some important requirements. This list is not comprehensive, nor necessarily designed for your exact machine, but rather a general guideline for all models falling under the above equipment type. You are responsible for maintaining your machine in the manner specifically described in your manual.

- ◆ Equipment should never be placed on the floor, even for storage.
- ◆ Equipment should reside in a temperature-controlled space, where temperature does not fall outside the range of 55 – 95 degrees Fahrenheit. (If stored, temperature should not fall outside the range of 0 – 100 degrees Fahrenheit.)
- ◆ Equipment should reside in a non-condensing space, where humidity does not fall outside the range of 20% – 80%.
- ◆ Equipment should reside indoors and in such a space where it will not be exposed to excess dirt and dust.
- ◆ Equipment should have adequate space on all sides, should not be placed on top of another piece of equipment nor have anything else on top of it, unless specifically approved in the manual and/or by a Capture Technologies technician.

Approval from Capture Date 8/7/2012

Approval from FHDA _____ Date _____

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