



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item 2.1a

Meeting Date: June 28, 2016

Subject: Approval of Grants, Entitlements, and Other Income Agreements
Ratification of Other Agreements
Approval of Bid Awards
Approval of Declared Surplus Materials and Equipment
Change Notices
Notices of Completion

- Information Item Only
- Approval on Consent Agenda
- Conference (for discussion only)
- Conference/First Reading (Action Anticipated: _____)
- Conference/Action
- Action
- Public Hearing

Division: Business Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

LCAP Goal(s): College and Career Ready Students

Documents Attached:

1. Other Agreements

<p>Estimated Time of Presentation: N/A Submitted by: Gerardo Castillo, CPA, Chief Business Officer Kimberly Teague, Contract Specialist Approved by: José L. Banda, Superintendent</p>

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>STUDENT HEARING & PLACEMENT</u>		
SA17-00002 Accelerate Education	7/1/16 – 6/30/17: Online learning curriculum and enrolled user licenses for high school credit recovery courses at Sacramento Accelerated Academy, where 360 seats will be available for high school students who are participating in credit recovery coursework while working towards graduation and/or transitioning themselves back into the comprehensive high schools. This program targets at-risk students in danger of not completing coursework for high school graduation.	\$118,750 General Funds
SA17-00003 Fuel Education	7/1/16 – 6/30/17: Online learning curriculum and enrolled user licenses for high school credit recovery courses at Success Academy and other high school sites. This program targets at-risk students in danger of not completing coursework for high school graduation. For the 2016/17 school year, Success Academy will serve up to 60 students and have access to the middle school curriculum for instruction, intervention and enrichment. American Legion and the 9/10 Academy will have 100 seats available to them to supplement and support the traditional classroom instruction and learning. The remainder of the seats will be divided up amongst the comprehensive and small high schools who will be able to access the curriculum to do lower level, on-site credit recovery.	\$215,370 General Funds
<u>TECHNOLOGY SERVICES</u>		
SA17-00001 AMS.Net	7/1/16 – 6/30/17: Cisco SMARTnet Service & Technical Support provides maintenance for hardware and software, facilitates rapid problem resolution, and improves operational efficiency of our critical business processes and systems.	\$288,220 General Funds

**Master Services and License Agreement
Between
Sacramento City USD
and
Accelerate Education**

Sacramento City USD ("**Customer**") and Accelerate Education Incorporated, a Nevada corporation ("**Accelerate**") enter into this Master Services and License Agreement (the "**Agreement**") as of the 15th day of August, 2016.

1) Products and Services

Subject to the terms and conditions set forth in this Agreement, Accelerate agrees to provide the products and perform the services described in the attached Exhibits. Accelerate reserves the right, from time to time, to add, change or discontinue any of its products or services.

2) Title to Licensed Materials

Customer acknowledges and agrees that Accelerate shall retain all right, title and interest in and to the all products licensed to Customer hereunder, including without limitation all content, curriculum, delivery systems, documentation, including releases and code bases, which Accelerate may from time to time provide to Customer hereunder (the "**Licensed Materials**") and which Customer and Accelerate agree shall be added to Exhibit A. Nothing herein transfers or conveys to Customer any ownership right, title or interest in or to the Licensed Materials or to any copy thereof or any Accelerate Intellectual Property therein.

"Accelerate Intellectual Property" includes everything which Accelerate makes, conceives, develops, discovers, reduces to practice or fixes in a tangible medium of expression, alone or with others, pursuant to the terms of this Agreement, including without limitation any courses created by Accelerate, and all intellectual property that Accelerate has or will develop, including developments, concepts, ideas, procedures, and original works of authorship, including but not limited to interim work product, outlines, modifications and derivative works, and all similar matters, whether or not copyrightable, and also includes all records and expressions of those matters.

3) Grant of License

License Terms. Accelerate hereby grants Customer a non-transferable, non-exclusive, royalty-free license to access and use the Licensed Materials listed in Exhibit A during the term of this Agreement. All such access and use of the Licensed Materials shall be subject to the terms and conditions hereof.

Customer shall use its best efforts to prevent any improper use of the Licensed Materials or any violation of Accelerate's rights in the Accelerate Intellectual Property, and shall, under no circumstances, sell, lease, assign, sublicense or otherwise transfer the Licensed Materials except as provided herein. Customer shall not remove any proprietary, copyright, patent, trademark, design right, trade secret, or any other proprietary rights legends from the Licensed Materials. Customer agrees not to disassemble, decompile, translate into human readable form or into another computer language, reconstruct or decrypt, or reverse engineer, all or any part of the Licensed Materials. Further, Customer shall not write or develop any derivative works or computer programs based upon any part of the Licensed Materials.

4) Term and Termination

Initial Term. The initial term of this Agreement ("Initial Term") shall commence on the date of the Agreement and shall continue for a three (3) year period. At the end of the Initial Term, this Agreement will automatically renew for succeeding 12-month periods (each, a "Renewal Term") unless either party notifies the other at least thirty (30) days prior to the end of such relevant Initial Term or Renewal Term that it does not intend to renew.

Termination. Either party may terminate this Agreement on written notice if the other party materially breaches any term or condition of this Agreement and fails to cure such breach within ten (10) days in after the date of written notice to cure.

5) Fees, Invoices; Late Fees; Interest

Current pricing for the Licensed Materials is set forth in the Exhibit B attached hereto.

Accelerate shall invoice Customer for Licensed Materials in Exhibit A. Customer shall pay all invoices within thirty (30) days of the date of the invoice. In the event that any invoice for fees is not paid in full within 30 days of the invoice date, Customer shall pay an additional late payment fee equal to 2.0% of the unpaid amount, plus simple interest on the balance owing at the rate of 18% per annum beginning 60 days after the date of the invoice as well as any costs incurred by Accelerate in collecting the unpaid amount.

6) Accelerate Representations and Warranties

Delivery. Accelerate represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement.

Functionality. Accelerate represents and warrants that it will use its best efforts to make the Licensed Materials function in a manner satisfactory to Customer and as outlined in this Agreement, and according to published documentation; however, the parties acknowledge that the technology employed has limitations beyond the control of Accelerate.

Intellectual Property. Accelerate represents and warrants that neither Accelerate, in connection with performing the Services, nor the Licensed Materials will knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person.

7) Customer Warranties and Representations

Customer represents and warrants that (a) it has full power and authority to enter into, and to perform its obligations under, this Agreement; (b) it has all registrations, licenses and approvals necessary to conduct its business and to enter into and perform its obligations under this Agreement. Customer will not knowingly infringe any patent, copyright, trademark or trade secret or other proprietary right of any person. Customer further represents and warrants that it shall have in force valid agreements with any of its employees, subcontractors or other third parties who may have access to the Licensed Materials sufficient to ensure such parties' compliance with the terms of this Agreement regarding the use and protection of the Licensed Materials and Accelerate Intellectual Property.

8) Limited Liability

ASIDE FROM THE WARRANTIES PROVIDED HEREIN, THE LICENSED MATERIALS ARE PROVIDED "AS IS," WITHOUT WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, QUALITY, PERFORMANCE OR FITNESS FOR A PARTICULAR PURPOSE. ACCELERATE'S MAXIMUM LIABILITY UNDER THIS AGREEMENT SHALL BE FOR DIRECT DAMAGES AND SHALL BE LIMITED TO THE REFUND OF ALL FEES PAID BY CUSTOMER UNDER THIS AGREEMENT. ACCELERATE WILL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF PROFITS, OR OTHER SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

9) FERPA

Accelerate warrants to Customer that it will not make available or distribute any student information in violation of the Family Educational Rights and Privacy Act ("The Buckley Amendment" or "FERPA").

10) Confidentiality

Each party agrees that during the existence of this Agreement and for two (2) years thereafter it will hold in strictest confidence, and will not use or disclose to any third party, any Confidential Information of the other party. The term "Confidential Information" shall mean all non-public information, whether business or technical in nature that the other party designates as being confidential, or which under the circumstances of disclosure ought to be treated as confidential. If any party has any questions as to what comprises Confidential Information of the other party, it agrees to consult with such other party prior to any disclosure. Confidential Information shall not include information that was known to the receiving party prior to disclosure, information that is independently developed by the receiving party who had no access to the other party's Confidential Information, or information that becomes publicly available through no fault of the receiving party. The restrictions on disclosure imposed by this Section shall not apply to information that is required by law or order of a court, administrative agency or other governmental body to be disclosed by the receiving party.

11) Notice

All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon receipt.

Notice to Customer. Unless hereinafter changed by written notice, any notice to Accelerate or Customer, other than invoices and notice with respect to invoices, shall be delivered or mailed to:

Sacramento City USD	Accelerate Education
5735 47th Avenue	3655 W Anthem Way Suite A-109237
Sacramento, CA 95824	Anthem, AZ 85086
Tel: (916) 643-7400	Tel: 866-705-5575
Fax:	Fax: 866-716-0880

12) Force Majeure

Neither party shall be considered to be in default as a result of its delay or failure to perform its obligations herein when such delay or failure arises out of causes beyond the reasonable control of the party.

13) Indemnification

Each party shall indemnify, defend, and hold the other harmless from and against any and all third party claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or relating to any breach or alleged breach of this Agreement by the indemnifying party. This is upon the condition that the party seeking indemnification shall give the other party prompt written notice of such suit and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation. No costs or expenses shall be incurred for the account of the other party without its written consent.

14) Dispute Resolution & Mediation

Except for any claims seeking injunctive relief, in the event of any dispute, claim or controversy arising out of or relating to this Agreement or the breach thereof (a "Dispute"), the parties shall first attempt to resolve the Dispute, without formal proceedings, through a telephone conference between Accelerate's CEO or other designated representative and Customer's CEO or other designated representative. If the parties are unable to resolve the Dispute within ten (10) business days of receipt of a written notice from the other that

details the Dispute, then upon notice by either party to the other, the Dispute shall be finally determined and settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"). Unless otherwise agreed by the parties, the arbitration panel shall consist of one arbitrator chosen in accordance with the AAA. Any such arbitrator shall be knowledgeable in the subject area in which the Dispute arises. Each party shall be entitled to representation by counsel, to appear and present written and oral evidence and argument and to cross-examine witnesses presented by the other party. The arbitration award shall be in writing and the arbitrator shall provide written reasons for the award. The award of the arbitrator shall be final and binding on the parties hereto and may be enforced in any court of competent jurisdiction. The prevailing party in any action or proceeding to enforce its rights hereunder shall be entitled to recover reasonable attorneys' fees and other reasonable costs, including fees of the arbitrator and the AAA, incurred in the action or proceedings. This Agreement shall be governed by the laws of the State of Arizona. The parties agree that all facts and other information relating to any arbitration arising under this Agreement shall be kept confidential to the fullest extent permitted by law.

15) Binding Effect

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and affiliates.

16) Entire Agreement; Assignment

This Agreement (including the Exhibits) sets forth the entire understanding of the parties with respect to the subject matter of this Agreement and supersedes any and all prior understandings and agreements, whether written or oral, between the parties with respect to such subject matter. Neither party may assign this Agreement, in whole or in part, without the other party's written consent; provided, however, that either party may assign this Agreement without such consent in connection with any merger, consolidation, any sale of all or substantially all of such party's assets.

17) Severability

If any provision of this Agreement shall be invalid or unenforceable in any respect for any reason, the validity and enforceability of any such provision in any other respect and of the remaining provisions of this Agreement shall not be in any way impaired; provided, however, that the parties will attempt to agree upon a valid and enforceable provision which shall be a reasonable substitute for each invalid provision or unenforceable provision in light of the tenor of this Agreement and, upon so agreeing, shall incorporate such substitute provision into this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day first above written.

Accelerate Education

Sacramento City USD

By: _____
Michael Axtman, President/CEO

By: _____
Printed Name: _____
Title: _____

**Exhibit A
Licensed Materials**

Credit Recovery Course Catalog



High School

MATH

Algebra 1 A&B
Algebra 2 A&B
Consumer Math A&B
Integrated Math 1 A&B
Integrated Math 2 A&B
Geometry A&B
Pre-Algebra A&B

LANGUAGE ARTS

Language Arts 9 A&B
Language Arts 10 A&B
Language Arts 11 A&B
Language Arts 12 A&B

SOCIAL STUDIES

American Government
American History A&B
Civics
Economics
World Geography and Cultures A&B
World History A&B

SCIENCE

Biology A&B
Chemistry A&B
Earth Science A&B
Physical Science A&B
Physics A&B

WORLD LANGUAGES

Spanish 1 A&B
Spanish 2 A&B
Spanish 3 A&B
French 1 A&B
French 2 A&B

HEALTH & P.E.

Health A&B
Physical Education

ELECTIVES

Art Appreciation
Character Education
Child Development
Entomology (Jan 2017)
Marine Science
Music Appreciation
Paleontology
Psychology
Relationships (Jan 2017)
Renewable Energy
Theater Studies
Seven Habits for Success
Sociology A&B
Space Exploration
World Religions

CAREER ELECTIVES

Computer Basics
Hospitality and Tourism
Media & Communication
Medicine
Retailing

Original Credit Course Catalog

High School

MATH

Algebra 1 A&B
Algebra 2 A&B
Consumer Math A&B
Geometry A&B
Honors Algebra 1 A&B
Honors Algebra 2 A&B
Honors Geometry A&B
Integrated Math 1 A&B
Integrated Math 2 A&B
Integrated Math 3 A&B
Pre-Algebra A&B
Pre-Calculus
Trigonometry

LANGUAGE ARTS

Creative Writing
Language Arts 9 A&B
Language Arts 10 A&B
Language Arts 11 A&B
Language Arts 12 A&B
Honors Language Arts 9 A&B
Honors Language Arts 10 A&B
Honors Language Arts 11 A&B
Honors Language Arts 12 A&B
English Language Development A&B
Reading Skills
Speech

SOCIAL STUDIES

American Government
American History A&B
Anthropology
Civics
Economics
Honors American Government
Honors American History A&B
Honors Economics
Honors World History A&B
World Geography and Cultures A&B
World History A&B

SCIENCE

Anatomy and Physiology
Biology A&B
Botany and Zoology
Chemistry A&B
Earth Science A&B
Entomology (1/2017)
Environmental Science
Honors Biology A&B
Honors Chemistry A&B
Honors Physics A&B
Marine Science
Paleontology
Physical Science A&B
Physics A&B
Renewable Energy
Space Exploration

WORLD LANGUAGES

Spanish 1 A&B
Spanish 2 A&B
Spanish 3 A&B
French 1 A&B
French 2 A&B
Chinese 1 A&B
Chinese 2 A&B

HEALTH & P.E.

Alcohol, Tobacco and other
Drugs (1/2017)
Health A&B
Individual and Team Sports
(1/2017)
Physical Education A&B

ELECTIVES

Advanced Drawing (1/2017)
Calligraphy (1/2017)
Art Appreciation
Basic Drawing
Beginning Painting (1/2017)
Career Planning
Character Education
Child Development
Graphic Design
Life Management Skills
Music Appreciation
Psychology
Relationships (1/2017)
Research
Seven Habits
Sociology A&B
Study Skills and Strategies
Theater Studies
World Religions

CAREER ELECTIVES

Basic Web Design
Business Communication
Computer Basics
Digital Arts
Essentials of Business
Financial Literacy
Hospitality and Tourism
JavaScript
Law and Ethics
Media and Communication
Medicine
Retailing
Work Environment

ADVANCED PLACEMENT

AP Calculus AB A&B
AP Calculus BC A&B
AP English Literature and Composition A&B
AP Physics 1, 2 A&B
AP Physics C A&B

**Exhibit B
Pricing and Payment Schedule**

Credit Recovery Online Courses

Annual User Seat Subscription Fees

Grades 9-12	Curriculum/Hosting/Instructional Support
Block of 10 User Seats	\$1850

- Seats include any Course, Hosting, Support and CA HQ Instruction in the Credit Recovery catalog in Exhibit A.
- Seats also include enrollment in a Course, Hosting and Support (no Instruction) in an Original Credit Catalog in Exhibit A.
- Students can be enrolled in up 4 Semester courses at once.
- When a student is enrolled in a course the seat is occupied. When they complete or drop, the seat is open again for another student.
- Physical Materials not Included
- IDEAL Learning Library is included
- Mentor Training is required

High School Online Courses

User License Fees

Grades 9-12	Individual Course
Accelerate Online Academy Content, Hosting, Support and Instruction	285
Instruction for Annual User Seat	155

- Individual Course Fees are Per Student / Per Semester / Per Course
- Physical Materials not Included
- IDEAL Learning Library is included

Training

Online Admin/Mentor Training	1 Day Onsite	\$2,500
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- Includes Expenses

Online Course License and Training Purchase

Qty	Description	Unit Price	Line Total
1	Onsite Admin/Mentor Training for as many staff members as needed	\$2,500	\$2,500
30	Block of 10 Annual Credit Recovery Seats	\$1,850	\$55,500
300	Instruction Fee for a 1 semester course to one student in an Original Credit Course	\$155	\$46,500
50	Single Semester Enrollments into the Accelerate Online Academy	\$285	\$14,250
		Total	\$118,750

Payment Terms Net 30 from Invoice Date

**Exhibit C to
Master Services and License Agreement between
Customer and Accelerate Education**

This Exhibit is part of the Agreement between Customer and Accelerate with respect to additional responsibilities as provided herein. Except as otherwise defined in this Exhibit, all capitalized terms shall have the meanings given to them in the Agreement.

Customer shall ensure that all authorized users of the fitness courses licensed to Customer by Accelerate ("Fitness Courses") agree in writing to be bound by and to comply with the consent and release terms of use ("Terms of Use") set forth below, and the code of conduct ("Code of Conduct") set forth below, if any. If an authorized user is a minor, Customer shall require that the Terms of Use and Code of Conduct (if any) be executed by the parent or other legal guardian of each such minor, granting the parent's permission for such minor to access and use the Fitness Courses, acknowledging the risks of participation in the Fitness Courses and releasing Accelerate and its licensors from all liability related to such participation. Customer shall provide Accelerate with a copy of each and all of the signed consents. The Terms of Use shall be worded in substantially the same manner as provided below.

Terms of Use

The following waiver must be signed by any authorized user over the age of 18 or by the parents of any authorized users who are under the age of 18.

1. I understand that my participation, or the participation of my child (if applicable), in Fitness Courses involves risks of serious injury or death, and for myself, and for my heirs, legal representatives, and successors in interest, I fully assume all of the risks of such participation, including, but not limited to, the following: dangers arising from equipment failure and inadequate safety equipment, health risks of extreme or rigorous physical activity, pre-existing medical conditions, and risks arising from the negligence of Accelerate Education Inc., its licensors and their respective principals, instructors, employees, and heirs (the "Releasees"). Further, for myself, and for my heirs, legal representatives, and successors in interest, I hereby release the Releasees, and agree to defend, indemnify and hold the harmless the Releasees, from and against any and all claims, losses, damages, costs, liabilities and expenses of whatever kind or character, on account of any actual or alleged loss, injury or damage (including, but not limited to, any loss, injury or damage arising from the Releasee's own negligence) to any person or to any property arising out of or in connection with my participation in the Fitness Courses.

2. Accelerate Education Inc. grants you, the participant in the Fitness Courses, the right to use the Fitness Courses solely as necessary for the purpose of participating in such Fitness Courses through your educational institution. Your participation in such Fitness Courses is made possible only by license agreement between Accelerate Education Inc. and your educational institution. You are not acquiring any right, title or interest of any nature whatsoever in the Fitness Courses, or any part thereof, or any logo or trade name by your participation in such Fitness Courses. Further, you hereby agree that you will not use or copy any part of the Fitness Courses for any reason whatsoever, except as necessary to participate in such Fitness Courses through your educational institution. All Fitness Courses are protected by copyright and other laws.

Signed: _____

Print Name: _____

Date: _____

IN WITNESS WHEREOF, the parties have executed this Exhibit to be effective as of the effective date of the Agreement.

Accelerate Education

Customer

By: _____

By: _____

Title: _____

Title: _____

SA17-00003

fuel education™

the new power of learning

Company Address:
2300 Corporate Park Drive
Herndon, VA 20171

Prepared By: Crissy Anderson
Phone: 703-436-3244
Email: canderson@getfueled.com

Quote #: Q-05120-1
Created Date: 6/17/2016
Expiration Date: 9/2/2016
Start Date: 9/3/2016
End Date: 9/2/2017
Contact Name:
Phone:
Email:

Bill To:
SACRAMENTO CITY UNIFIED - CA
PO BOX 246870
SACRAMENTO, CA 95824

Ship To:
SACRAMENTO CITY UNIFIED - CA
5735 47TH AVE.
Sacramento, CA 95824

QTY	Product	Description	Unit Price	Total Price
100.0	Basic Enrolled User Student License Block (Content, Hosting)	Block of 10 enrolled users for one year. Content and hosting included. Once a student is finished taking courses, a new student can begin taking courses. Entire FuelEd Online Courses catalog available, with the exception of Extended Electives. License also includes access to Lesson Builder and PEAK Library's Open Education Resources. For world languages, clients can select Middlebury courses that are available on PEAK Classroom, as well as FuelEd World Language Courses. Enrolled User license models are intended for part-time online students, blended learning students, and for students requiring a full-time online schooling program for a defined period of time, including alternative education and hospital homebound students. The Enrolled User Licenses are not intended for use as a full-time online schooling program. We reserve the right to audit to ensure intended use for part-time / blended programs and alternative education populations.	\$1,800.00	\$180,000.00
1	Teacher Hotline & Support for Instructors	Service to enable client teachers with a hotline to reach the K12 Instructional Services team via phone for on-demand support.	Included	\$0.00
1	MS Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Standard MS semester course (non-AP).	\$175.00	\$175.00
200	HS Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Standard HS semester course (non-AP).	\$175.00	\$35,000.00
1	CR Online Course Instruction Add-On License	Instruction for a single student in a FuelEd Online CR semester course.	\$0.00	\$0.00
1	AP Online Course Instruction Add-On License	Instruction for a single student in a FuelEd AP semester course.	\$195.00	\$195.00
Total:				\$215,370.00

Note: The prices quoted above may be pro-rated based on Customers start date. Any renewals will occur at the contracted price of the respective product or service.

This Sales Quote incorporates and is in all respects subject to the Fuel Education Online Educational Products and Services Agreement Terms (the "Terms") that is published at <http://www.getfueled.com/online-educational-products-services-agreement-terms>. This Sales Quote is valid for 30 days. In the event of a conflict of provisions between this Order, the Terms, and customers purchase order, the provisions of this Order shall control, followed in precedence by the Terms, and then customers purchase order.

Accepted by Customer:

Signature: _____

Date: _____

Name (Print): _____

Title: _____

SA17-00001



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Sacramento City Unified School District
 5735 47th Ave
 Sacramento CA, 95824-4528
 ATTN: Elliot Lopez

Ship To

Sacramento City Unified School District
 5735 47th Ave, 1st Floor
 Sacramento, CA 95824-4528
 ATTN: Elliot Lopez

Quote Description

Cisco SMARTnet Renewal 16-17 REV2

Quote #	#Q-00010399
Project #	82310
Modified	6/7/2016
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Mike Bruington
IAM Phone	(925) 245-6165
IAM Email	mbruington@ams.net
Quote Exp.	6/5/2017

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco SMARTnet Contract 95229438. Coverage Dates: 7/1/16-6/30/17					
1	CON-ECDN-SCNTRLK9 ESS WITH 8X5XNBD VCS Cntrl	Cisco Systems Inc.	1.00	\$994.70	\$994.70
2	CON-ECDN-LICVCS10 ESS WITH 8X5XNBD VCS 10 Add Non-traversal Ntwk Calls	Cisco Systems Inc.	1.00	\$665.00	\$665.00
3	CON-ECDN-INTPC40 ESS WITH 8X5XNBD IntPkg C40 - NPP, Rmt Cntrl, 1 Mic, Cbls ++	Cisco Systems Inc.	1.00	\$1,201.18	\$1,201.18
4	CON-ECDN-HD80P4XS ESS WITH 8X5XNBD PrecisionHD 1080p x4	Cisco Systems Inc.	1.00	\$259.70	\$259.70
5	CON-ECDN-SEPRESK9 ESS WITH 8X5XNBD VCS Expressway	Cisco Systems Inc.	1.00	\$994.70	\$994.70
6	CON-ECDN-LICVCSSE5 ESS WITH 8X5XNBD Video Comm Svr - add 5 Traversal Calls	Cisco Systems Inc.	1.00	\$756.00	\$756.00

Cisco SMARTnet Contract 95229492. Coverage Dates: 7/1/16-6/30/17					
7	CON-ECDN-CVCMXEB ESS WITH 8X5XNBD MXE3500 BGL CVC Bundle	Cisco Systems Inc.	1.00	\$5,950.00	\$5,950.00



AMS.NET, Inc.
 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

8	CON-ECDN-HD80P4XS ESS WITH 8X5XNBD PrecisionHD 1080p x4	Cisco Systems Inc.	3.00	\$259.70	\$779.10
9	CON-ECDN-CVCTCS5 ESS WITH 8X5XNBD TCS PRO 5 RP, 2 Live CVC Bundle	Cisco Systems Inc.	1.00	\$3,358.60	\$3,358.60
10	CON-ECDN-INTPC40 ESS WITH 8X5XNBD IntPkg C40 - NPP, Rmt Cntrl, 1 Mic, Cbls ++	Cisco Systems Inc.	3.00	\$1,201.18	\$3,603.54

Cisco SMARTnet Contract 95229436. Coverage Dates: 7/1/16-6/30/17					
11	CON-ECMU-UWLST1K SWSS UPGRADES Svcs Mapping SKU, 1K-10K UWL STD users	Cisco Systems Inc.	769.00	\$35.00	\$26,915.00

Cisco SMARTnet Contract 95229444. Coverage Dates: 7/1/16-6/30/17					
12	CON-ECMU-SSLEDA SWSS UPGRADES Services Mapping SKU, Under 1K UWL STD	Cisco Systems Inc.	111.00	\$35.00	\$3,885.00

Cisco SMARTnet Contract 95229488. Coverage Dates: 7/1/16-6/30/17					
13	CON-ECMU-P2XLF1H SWSS UPGRADES PI 2.x - Lifecycle - 100 Device Lic	Cisco Systems Inc.	3.00	\$1,259.30	\$3,777.90
14	CON-ECMU-P2XLF50 SWSS UPGRADES PI 2.x - Lifecycle - 50 Device Lic	Cisco Systems Inc.	1.00	\$741.30	\$741.30
15	CON-ECMU-PI12LF1K SWSS UPGRADES PI 1.2 - Lifecycle - 1K Device Lic	Cisco Systems Inc.	2.00	\$9,660.00	\$19,320.00
16	CON-ECMU-P122SW SWSS UPGRADES Prime Infrastructure 2.2 Software	Cisco Systems Inc.	1.00	\$3.50	\$3.50
17	CON-ECMU-PI2XBASE SWSS UPGRADES Prime Infrastructure 2.x Base License	Cisco Systems Inc.	1.00	\$13.30	\$13.30

Cisco SMARTnet Contract 95229509. Coverage Dates: 7/1/16-6/30/17					
18	CON-ECMU-CMBUNDK9 SWSS UPGRADES CCX 8.5 5 Seat CCX ENH CM Bundle - AVAIL	Cisco Systems Inc.	1.00	\$490.00	\$490.00
19	CON-ECMU-UWLST1K SWSS UPGRADES Svcs Mapping SKU, 1K-10K UWL STD users	Cisco Systems Inc.	1495.00	\$35.00	\$52,325.00
20	CON-ECMU-SSLEDA SWSS UPGRADES Services Mapping SKU, Under 1K UWL STD	Cisco Systems Inc.	111.00	\$35.00	\$3,885.00



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Cisco SMARTnet Contract 95486179. Coverage Dates: 2/5/17-6/30/17					
21	CON-ECMU-P2XLF1K SWSS UPGRADES PI 2.x - Lifecycle - 1K Device Lic	Cisco Systems Inc.	1.00	\$3,823.80	\$3,823.80

Cisco SMARTnet Contract 95229475. Coverage Dates: 7/1/16-6/30/17					
22	CON-SAS-5LRGLC SW APP SUPP ACS 5 Large Deployment Add-on License	Cisco Systems Inc.	1.00	\$1,400.00	\$1,400.00

Cisco SMARTnet Contract 95229433. Coverage Dates: 7/1/16-6/30/17					
23	CON-SNT-WSC296XL SMARTNET 8X5XNBD Catalyst 2960-X 48 GigE PoE 740W, 2 x 10	Cisco Systems Inc.	1.00	\$352.80	\$352.80

Cisco SMARTnet Contract 95229482. Coverage Dates: 7/1/16-6/30/17					
24	CON-SNT-2C6508 SMARTNET 8X5XNBD 5108 Blade Server Chassis	Cisco Systems Inc.	2.00	\$60.20	\$120.40
25	CON-SNT-B230M2 SMARTNET 8X5XNBD UCS B230 M2 Blade Server w/o CPU, memory	Cisco Systems Inc.	5.00	\$189.00	\$945.00
26	CON-SNT-B66251 SMARTNET 8X5XNBD UCSB200 M2 Blade Svr w/o CPU Mem HDD Mez	Cisco Systems Inc.	8.00	\$184.80	\$1,478.40
27	CON-SNT-1S6200 SMARTNET 8X5XNBD 6140XP 40PT Fabric Interconnect	Cisco Systems Inc.	2.00	\$976.50	\$1,953.00
28	CON-SNT-1E0060 SMARTNET 8X5XNBD 6Pt 8Gb FC/Expansion Mod/UCS 6100 Series	Cisco Systems Inc.	2.00	\$71.40	\$142.80

Cisco SMARTnet Contract 95229486 . Coverage Dates: 7/1/16-6/30/17					
29	CON-SNT-A85S2K9 SMARTNET 8X5XNBD ASA 5585-X Chassis with SSP20, 8GE, 2GE	Cisco Systems Inc.	2.00	\$5,039.30	\$10,078.60

Cisco SMARTnet Contract 95231547. Coverage Dates: 7/1/16-6/30/17					
30	CON-SNT-AIRCT85K SMARTNET 8X5XNBD CSC 8500 Series Wireless Cntrl Sup 3K Ap	Cisco Systems Inc.	1.00	\$47,775.00	\$47,775.00
31	CON-SNT-ASA-SSPC SMARTNET 8X5XNBD ASA 5585-X CX SSP-20	Cisco Systems Inc.	2.00	\$2,520.00	\$5,040.00



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32	CON-SNT-AIRCT85A SMARTNET 8X5XNBD Cisco 8500 Series WI	Cisco Systems Inc.	1.00	\$3,640.00	\$3,640.00
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Cisco SMARTnet Contract 95542508. Coverage Dates: 7/1/16-6/30/17

33	CON-SNT-2951V SMARTNET 8X5XNBD Cisco 2951 Voice Bundle	Cisco Systems Inc.	74.00	\$692.30	\$51,230.20
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Cisco SMARTnact 95229468. Coverage Dates: 7/1/16-6/30/17

34	CON-SNTP-VS13E2T SMARTNET 24X7X4 Catalyst Chassis+Fan Tray + Sup2T; IP Se	Cisco Systems Inc.	1.00	\$10,540.60	\$10,540.60
35	CON-SNTP-M36X24TS SMARTNET 24X7X4 ME3600X Ethernet Access Switch 24 10/100 Includes the following modules: ME3600X-10G ME3600X-A	Cisco Systems Inc.	2.00	\$1,220.66	\$2,441.32

Cisco SMARTnet Contract 95229431. Coverage through 6/30/17

36	CON-SNT-C98G16 SMARTNET 8X5XNBD MDS9148 w/16p enabled, 16x8GFC SW opt 2PS	Cisco Systems Inc.	2.00	\$380.80	\$761.60
37	CON-SW-LLICCT85 SNTC-NO RMA 1 AP Adder E-License for Cisco 8500 Wire	Cisco Systems Inc.	1.00	\$148.84	\$148.84
38	CON-SNT-3925V SMARTNET 8X5XNBD Cisco 3925 Voice Bundle, UC License PAK	Cisco Systems Inc.	13.00	\$793.10	\$10,310.30

Cisco SMARTnet Contract 95348072. Coverage through 6/30/17

39	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$153.73	\$153.73
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Cisco SMARTnet Contract 95348207. Coverage through 6/30/17

40	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$187.97	\$187.97
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Cisco SMARTnet Contract 95348216. Coverage through 6/30/17



41	CON-SW-LICCT85 SNTC-NO RMA 1 AP Adder E-License for Cisco 8500 Wire	Cisco Systems Inc.	50.00	\$7.52	\$376.00
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Cisco SMARTnet Contract 95348220. Coverage through 6/30/17

42	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$180.47	\$180.47
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Cisco SMARTnet Contract 95348244. Coverage through 6/30/17

43	CON-SW-C45X32SF SMARTNET NO RMA Catalyst 4500-X 32 Port 10G IP Base, Fro	Cisco Systems Inc.	1.00	\$564.73	\$564.73
44	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$751.91	\$751.91

Cisco SMARTnet Contract 95348256. Coverage through 6/30/17

45	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$187.98	\$187.98
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Cisco SMARTnet Contract 95348260. Coverage through 6/30/17

46	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$150.38	\$150.38
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Cisco SMARTnet Contract 95348324. Coverage through 6/30/17

47	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$195.49	\$195.49
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Cisco SMARTnet Contract 95348336. Coverage through 6/30/17

48	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$210.53	\$210.53
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Cisco SMARTnet Contract 95348572. Coverage through 6/30/17

49	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$150.38	\$150.38
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Cisco SMARTnet Contract 95348651. Coverage through 6/30/17

50	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$237.84	\$237.84
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Cisco SMARTnet Contract 95348828 . Coverage through 6/30/17

51	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$148.85	\$148.85
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Cisco SMARTnet Contract 95350471 . Coverage through 6/30/17

52	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$178.62	\$178.62
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Cisco SMARTnet Contract 95350562 . Coverage through 6/30/17

53	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$178.62	\$178.62
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Cisco SMARTnet Contract 95350639 . Coverage through 6/30/17

54	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$148.15	\$148.15
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Cisco SMARTnet Contract 95350764 . Coverage through 6/30/17

55	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$267.93	\$267.93
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Cisco SMARTnet Contract 95351198. Coverage through 6/30/17

56	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$111.11	\$111.11
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Cisco SMARTnet Contract 95351569. Coverage through 6/30/17

57	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$185.18	\$185.18
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Cisco SMARTnet Contract 95351656. Coverage through 6/30/17

58	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$148.84	\$148.84
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Cisco SMARTnet Contract 95357323. Coverage through 6/30/17

59	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$208.38	\$208.38
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Cisco SMARTnet Contract 95357324. Coverage through 6/30/17

60	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$186.05	\$186.05
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Cisco SMARTnet Contract 95357327. Coverage through 6/30/17

61	CON-SW-LICCT85 SMARTNET NO RMA 100 AP Adder License	Cisco Systems Inc.	1.00	\$225.57	\$225.57
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Cisco SMARTnet Contract 95368247 . Coverage through 6/30/17

62	CON-SW-WSC365FD SMARTNET NO RMA Cisco Catalyst 3650 48 Port Full PoE 2x1 Serial Number: FDO1927E3UA	Cisco Systems Inc.	1.00	\$225.00	\$225.00
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Cisco SMARTnet Contract 95229462. Coverage through 6/30/17

63	CON-SNT-M36X24FS SMARTNET 8X5XNBD ME3600X Ethernet Access Switch 24 GE SFP	Cisco Systems Inc.	1.00	\$558.61	\$558.61
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Order Summary

Subtotal	\$288,219.50
Adjustment	\$0.00
Taxes	\$0.00
Total	\$288,219.50



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Terms and Conditions

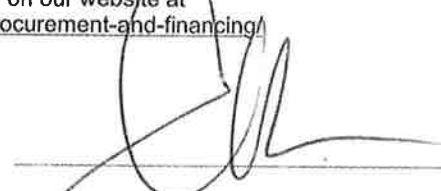
- 1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
- 2. Payment terms are Net 30. Payment made beyond 30 days are subject to a finance charger of 1.5% per month. Customer agrees to pay all collections costs and attorney fees or late payments if applicable. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
- 3. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.
- 4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.
- 5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.
- 6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.
- 7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

- 8. The laws of the State of California will apply to this sale.
- 9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.
- 10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

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Authorized Signature:  Date: 06/18/16

Print Name: Elliot Lopez Print Title: Chief Information Officer