

E-Rate Bid Evaluation Worksheet

Funding Year: 2019

Billed Entity Name: Central Unified School District

FRN: _____

Project or Service: Network Electronics

of Responders: 5

Vendor Scoring

Selection Criteria	Weight*	GigaKOM		AAA Net. Solutions		Development Grp Inc.		AMS.net		IT Management	
		Raw Score**	Weighted Score***	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score	Raw Score	Weighted Score
Price	50%	3	1.50	2	1.00	1	0.50	4	2.00		0.00
Experience & Qualifications	25%	2	0.50	1	0.25	4	1.00	3	0.75		0.00
Accuracy of Bid	25%	1	0.25	2	0.50	3	0.75	4	1.00		0.00
			0.00		0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00		0.00
			0.00		0.00		0.00		0.00		0.00
	100%										
Overall Ranking			45		35		45		75		0

Notes:
 * Percentage weights must add up to 100%. **Price is the heaviest weighted criteria**
 ** Evaluated on a "Ranking" scale: Lowest Ranking #=-worst - Highest Ranking #=-best
 *** Weight x Raw Score

Comments, if needed:
 IT Management disqualified for incomplete proposal.

Vendor Selected: AMS.net

Approved By: _____
Signature

Print Name

Title

Date: _____



AMS.NET
Technology Solution Provider

PROPOSAL FOR:

**Central Unified School District
E-Rate 22 District Wide Wireless 87194
RFP# 0204-18C.1**

Original

PREPARED BY: Drew Ekizian, Senior Account Manager, AMS.NET



AMS.NET
Technology Solution Provider

Table of Contents
CENTRAL UNIFIED SCHOOL DISTRICT
0202-18C.1

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EXECUTIVE SUMMARY

Central Unified School District
0204-18.C1

AMS.NET would like to thank Central Unified School District for the opportunity to respond to your RFP.

AMS.NET is proposing everything as requested in RFP 0204-18C.1

There were 3 sites missing from the fillable price sheet so we added them in.

The RFP specifies 5 years as an add alternate cost but is asking for the additional 2 years. The way the RFP is requesting the pricing to be broken down is not how Meraki licensing works. AMS provided quotes for each site at 5 years and subtracted the difference of 3 and 5 years to provide the cost. If the district decides to purchase 5 years it will be the total cost provided in the Add Alternate tab.



Project Cost Summary - Central Unified School District

Project Information

Central Unified School District- District Wide - E-Rate 22 - Wireless - 87194
 Project # 87194
 February 11, 2019

Account Manager

Drew Ekizian
 dekizian@ams.net
 (559) 547-2866

AMS Quote #	Description	Subtotal	Est. Taxes	Total
Q-00032344	District Office/Annex - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$17,557.33	\$1,107.00	\$18,664.33
Q-00032345	Transportation - E-Rate 22 0204-18C.1 - Meraki Wireless - ADD	\$6,468.49	\$407.84	\$6,876.33
Q-00032346	Koligian Stadium - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$924.07	\$58.27	\$982.34
Q-00032347	Biola Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$16,633.26	\$1,048.74	\$17,682.00
Q-00032348	Harvest Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$39,735.01	\$2,505.32	\$42,240.33
Q-00032349	Herndon-Barstow Elementary - E-Rate 22 0204-18C.1 - Meraki	\$37,886.87	\$2,388.77	\$40,275.64
Q-00032350	Houghton-Kearney Elementary - E-Rate 22 0204-18C.1 - Meraki	\$17,557.33	\$1,107.00	\$18,664.33
Q-00032351	Liddell Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$37,886.87	\$2,388.77	\$40,275.64
Q-00032352	Madison Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$38,810.94	\$2,447.05	\$41,257.99
Q-00032353	McKinley Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$40,659.08	\$2,563.56	\$43,222.64
Q-00032354	Polk Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$35,114.66	\$2,213.99	\$37,328.65
Q-00032355	River Bluff Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless	\$38,810.94	\$2,447.05	\$41,257.99
Q-00032356	Roosevelt Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless	\$31,418.38	\$1,980.94	\$33,399.32
Q-00032357	Saroyan Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$36,962.80	\$2,330.53	\$39,293.33
Q-00032358	Steinback Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless	\$38,810.94	\$2,447.05	\$41,257.99
Q-00032359	Teague Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$38,810.94	\$2,447.05	\$41,257.99
Q-00032360	Tilley Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$38,810.94	\$2,447.05	\$41,257.99



Q-00032361	Central East High School - E-Rate 22 0204-18C.1 - Meraki	\$95,179.21	\$6,001.08	\$101,180.29
Q-00032362	Central West High School - E-Rate 22 0204-18C.1 - Meraki	\$63,760.83	\$4,020.14	\$67,780.97
Q-00032363	CLASS - E-Rate 22 0204-18C.1 - Meraki Wireless - ADD ALT - 5	\$18,481.40	\$1,165.25	\$19,646.65
Q-00032364	Pershing/Pathway (Teilman) - E-Rate 22 0204-18C.1 - Meraki	\$23,101.75	\$1,456.58	\$24,558.33
Q-00032365	El Capitan Middle School - E-Rate 22 0204-18C.1 - Meraki	\$45,279.43	\$2,854.88	\$48,134.31
Q-00032366	Glacier Point Middle School - E-Rate 22 0204-18C.1 - Meraki	\$49,899.78	\$3,146.21	\$53,045.99
Q-00032367	Rio Vista Middle School - E-Rate 22 0204-18C.1 - Meraki	\$48,051.64	\$3,029.67	\$51,081.31
Q-00032368	West Arts Center - E-Rate 22 0204-18C.1 - Meraki Wireless -	\$3,696.28	\$233.06	\$3,929.34
Totals		\$860,309.17	\$54,242.85	\$914,552.02

Vendor: AMS.NET
 Address: 502 Commerce Way, Livermore, CA 94551
 Phone: 925-245-6100
 SPIN: 143005880



AMS.NET, Inc.

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 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

District Office/Annex - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032344
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	19.00	\$730.57	\$13,880.83
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	19.00	\$193.50	\$3,676.50

AMS FREIGHT					
Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00

Order Summary

Subtotal	\$17,557.33
Adjustment	\$0.00
Estimated Taxes	\$1,107.00
Total	\$18,664.33

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. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. 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. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. 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.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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502 Commerce Way, Livermore, CA 94551
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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Transportation - E-Rate 22 0204-18C.1 - Meraki Wireless -
 ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032345
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
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Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	7.00	\$730.57	\$5,113.99
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	7.00	\$193.50	\$1,354.50
AMS FREIGHT					
3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00

Order Summary

Subtotal	\$6,468.49
Adjustment	\$0.00
Estimated Taxes	\$407.84
Total	\$6,876.33

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Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Quote Exp.	4/29/2019

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AMS FREIGHT					
Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00

Order Summary

Subtotal	\$924.07
Adjustment	\$0.00
Estimated Taxes	\$58.27
Total	\$982.34

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Biola Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -
 ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032347
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	18.00	\$730.57	\$13,150.26
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	18.00	\$193.50	\$3,483.00
AMS FREIGHT					
3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00

Order Summary

Subtotal	\$16,633.26
Adjustment	\$0.00
Estimated Taxes	\$1,048.74
Total	\$17,682.00

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. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. 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. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. 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.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

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 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Harvest Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless
 - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032348
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	43.00	\$730.57	\$31,414.51
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	43.00	\$193.50	\$8,320.50

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$39,735.01
Adjustment	\$0.00
Estimated Taxes	\$2,505.32
Total	\$42,240.33

Terms and Conditions

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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.
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8. The laws of the State of California will apply to this sale.
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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

Central Unified School District
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 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Herndon-Barstow Elementary - E-Rate 22 0204-18C.1 -
 Meraki Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032349
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	41.00	\$730.57	\$29,953.37
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	41.00	\$193.50	\$7,933.50

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$37,886.87
Adjustment	\$0.00
Estimated Taxes	\$2,388.77
Total	\$40,275.64

Terms and Conditions

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- The laws of the State of California will apply to this sale.
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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

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Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Houghton-Kearney Elementary - E-Rate 22 0204-18C.1 -
 Meraki Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032350
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	19.00	\$730.57	\$13,880.83
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	19.00	\$193.50	\$3,676.50
AMS FREIGHT					
3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00

Order Summary

Subtotal	\$17,557.33
Adjustment	\$0.00
Estimated Taxes	\$1,107.00
Total	\$18,664.33

Terms and Conditions

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

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www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer

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 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Liddell Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -
 ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032351
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	41.00	\$730.57	\$29,953.37
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	41.00	\$193.50	\$7,933.50

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$37,886.87
Adjustment	\$0.00
Estimated Taxes	\$2,388.77
Total	\$40,275.64

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. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. 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. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. 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.
11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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 502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
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Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Madison Elementary - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032352
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	42.00	\$730.57	\$30,683.94
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	42.00	\$193.50	\$8,127.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
---	--	------	------	--------	--------

Order Summary

Subtotal	\$38,810.94
Adjustment	\$0.00
Estimated Taxes	\$2,447.05
Total	\$41,257.99

Terms and Conditions

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

McKinley Elementary - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032353
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	44.00	\$730.57	\$32,145.08
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	44.00	\$193.50	\$8,514.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$40,659.08
Adjustment	\$0.00
Estimated Taxes	\$2,563.56
Total	\$43,222.64

Terms and Conditions

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Polk Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -
 ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032354
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	38.00	\$730.57	\$27,761.66
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	38.00	\$193.50	\$7,353.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$35,114.66
Adjustment	\$0.00
Estimated Taxes	\$2,213.99
Total	\$37,328.65

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.
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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

River Bluff Elementary - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032355
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	42.00	\$730.57	\$30,683.94
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	42.00	\$193.50	\$8,127.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$38,810.94
Adjustment	\$0.00
Estimated Taxes	\$2,447.05
Total	\$41,257.99

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3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. 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.
11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Roosevelt Elementary - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032356
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	34.00	\$730.57	\$24,839.38
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	34.00	\$193.50	\$6,579.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$31,418.38
Adjustment	\$0.00
Estimated Taxes	\$1,980.94
Total	\$33,399.32

Terms and Conditions

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8. The laws of the State of California will apply to this sale.
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502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Saroyan Elementary - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032357
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	40.00	\$730.57	\$29,222.80
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	40.00	\$193.50	\$7,740.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$36,962.80
Adjustment	\$0.00
Estimated Taxes	\$2,330.53
Total	\$39,293.33

Terms and Conditions

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8. The laws of the State of California will apply to this sale.

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Steinback Elementary - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032358
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	42.00	\$730.57	\$30,683.94
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	42.00	\$193.50	\$8,127.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$38,810.94
Adjustment	\$0.00
Estimated Taxes	\$2,447.05
Total	\$41,257.99

Terms and Conditions

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Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Teague Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless
 - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032359
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	42.00	\$730.57	\$30,683.94
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	42.00	\$193.50	\$8,127.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$38,810.94
Adjustment	\$0.00
Estimated Taxes	\$2,447.05
Total	\$41,257.99

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3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. 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.

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

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Tilley Elementary - E-Rate 22 0204-18C.1 - Meraki Wireless -
 ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032360
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	42.00	\$730.57	\$30,683.94
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	42.00	\$193.50	\$8,127.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$38,810.94
Adjustment	\$0.00
Estimated Taxes	\$2,447.05
Total	\$41,257.99

Terms and Conditions

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Central East High School - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032361
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	103.00	\$730.57	\$75,248.71
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	103.00	\$193.50	\$19,930.50

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$95,179.21
Adjustment	\$0.00
Estimated Taxes	\$6,001.08
Total	\$101,180.29

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Central West High School - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032362
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	69.00	\$730.57	\$50,409.33
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	69.00	\$193.50	\$13,351.50

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$63,760.83
Adjustment	\$0.00
Estimated Taxes	\$4,020.14
Total	\$67,780.97

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

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 ATTN: Chris Martinez

Ship To

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 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

CLASS - E-Rate 22 0204-18C.1 - Meraki Wireless - ADD ALT
 - 5 Years

SPIN #143005880

Quote #	#Q-00032363
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
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IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	20.00	\$730.57	\$14,611.40
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	20.00	\$193.50	\$3,870.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$18,481.40
Adjustment	\$0.00
Estimated Taxes	\$1,165.25
Total	\$19,646.65

Terms and Conditions

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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.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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 925-245-6100 • 925-245-6150 Fax
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Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Pershing/Pathway (Teilman) - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032364
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	25.00	\$730.57	\$18,264.25
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	25.00	\$193.50	\$4,837.50

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$23,101.75
Adjustment	\$0.00
Estimated Taxes	\$1,456.58
Total	\$24,558.33

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. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. 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.
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www.ams.net

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Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

El Capitan Middle School - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032365
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	49.00	\$730.57	\$35,797.93
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	49.00	\$193.50	\$9,481.50

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$45,279.43
Adjustment	\$0.00
Estimated Taxes	\$2,854.88
Total	\$48,134.31

Terms and Conditions

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8. The laws of the State of California will apply to this sale.

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Glacier Point Middle School - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032366
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	54.00	\$730.57	\$39,450.78
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	54.00	\$193.50	\$10,449.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$49,899.78
Adjustment	\$0.00
Estimated Taxes	\$3,146.21
Total	\$53,045.99

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.

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AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

Rio Vista Middle School - E-Rate 22 0204-18C.1 - Meraki
 Wireless - ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032367
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	52.00	\$730.57	\$37,989.64
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	52.00	\$193.50	\$10,062.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$48,051.64
Adjustment	\$0.00
Estimated Taxes	\$3,029.67
Total	\$51,081.31

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. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. 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. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. 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.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Central Unified School District
 4605 N Polk Ave
 Fresno CA, 93722-5334 US
 ATTN: Chris Martinez

Ship To

Central Unified School District
 4200 N Grantland Ave
 Fresno, CA 93723-9236
 ATTN: Chris Martinez

Quote Description

West Arts Center - E-Rate 22 0204-18C.1 - Meraki Wireless -
 ADD ALT - 5 Years

SPIN #143005880

Quote #	#Q-00032368
Project #	87194
Modified	2/11/2019
Account Mgr.	Drew Ekizian
AM Phone	(559) 547-2866
AM Email	dekizian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	4/29/2019

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Add Alternate - 5 Yrs					
1	MR53-HW Meraki MR53 Cloud Managed AP	Meraki, Inc.	4.00	\$730.57	\$2,922.28
2	LIC-ENT-5YR Meraki MR Ent License 5 Years	Cisco Systems Inc.	4.00	\$193.50	\$774.00

AMS FREIGHT

3	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$3,696.28
Adjustment	\$0.00
Estimated Taxes	\$233.06
Total	\$3,929.34

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. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. 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.

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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

AMS.NET Tax ID: 94-3291629

C7 License: 763508

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

REQUEST FOR PROPOSAL

Network Electronics

CENTRAL UNIFIED SCHOOL DISTRICT

4605 N. POLK AVE.
FRESNO, CA 93722

OWNER'S REPRESENTATIVE:



COMMUNICATIONS AND CONSULTING

PO Box 999 • Bakersfield, Ca. • 93302
Phone: 661.716.1840 • Fax: 661.716.1841
www.infinitycomm.com

Project #

0204-18C.1

Published Date:
January 14, 2019

Set #

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BID INTRODUCTION

CENTRAL UNIFIED SCHOOL DISTRICT, here after referred to as Owner or District, is seeking proposal from qualified Bidders to furnish specialized technology equipment. The Owner and their governing board have determined that it is in the best interest of the Owner to procure these goods through the State Master Contract/Piggy-Back procurement process. The Owner intends to award a contract for services to the qualified bidders whose proposal is the most advantageous to the school district.

Any and all updated project information, forms, including addenda, will be distributed thru the project website, located at <https://www.infinitycomm.com/menus/projects.html>. All of these documents shall be made part of and material to the contract for services.

In addition to the aforementioned project website, information will be made available on the E-rate Productivity Center (EPC) at <https://portal.usac.org/suite/>. The information posted to this site is not trackable and all prospective participants must utilize the noted project website in order to receive any & all notifications pertaining to this bid.

The Owner expects that the bidder include all project information, including addenda in their proposed bid price. Failure of the bidder to include all addenda in their bid will result in the Owner rejecting their bid.

All bidders interested in providing a proposal for this project must deliver their proposal in a sealed envelope to **Infinity Communications & Consulting, Inc. 4909 Calloway Drive, Bakersfield, CA 93312**, no later than **February 13, 2019** by **01:00 pm**. Bids received after the due date or other locations will not be accepted.

All inquiries concerning the project should be directed to the Owner's Representative. All request for

Attention: Ray Valenzuela
Infinity Communications and Consulting, Inc.,
4909 Calloway Dr.
Bakersfield, Ca. 93312
(661) 716-1840 Phone
(661) 761-1841 Fax
p2bids@infinitycomm.com

INSTRUCTIONS TO BIDDERS

READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME OWNER.

PREPARATION OF BID FORMS

The Bidder's price shall be submitted on the prescribed Proposal Form, completed in full. All bid items and statements shall be properly and legibly filled out. Numbers shall be stated both in words and in figures as so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the bidder.

FORM AND DELIVERY OF BIDS

The bid must conform and be responsive to all Project documents and shall be made on the Proposal Form provided, and the complete bid, together with any and all additional materials as required, shall be enclosed in a sealed envelope, addressed and hand delivered or mailed to the location specified in the Bid Introduction section above. The envelope shall be plainly marked in the upper left hand corner with the bidder's name, the Project designation and the date and time for the opening of bids. It is the bidder's sole responsibility to ensure that its bid is received prior to the bid deadline.

PROPOSAL REQUIREMENTS

Bidder shall supply three (3) copies of their complete bid package in the proposal submission. Proposals shall include the following:

1. **Proposal Narrative** – The bidder will include with their proposal a written narrative, detailing the means, methods, the bidder intends to employ to perform the services requested in this RFP. The Proposal Narrative shall not exceed **2** pages (page limit excludes RFP Forms and Electronic Item 21 Attachment Sheets) The proposal narrative shall include at a minimum:
 - a. A brief description of the bidder, and their relevant history in the market place.
2. **Proposal Form** - The bidder shall provide their price on the provided "Proposal Form". If the bidder wishes to propose "Alternate" pricing and/or product options, they may do so only in addition to supplying a "Proposal Form" for the requested service. A brief description and scope of the Base Bid, Additive Alternates and Contingency Fee are supplied below:

Base Bid

The Base Bid Price shall **include all material, sales tax and shipping/handling** costs to complete the work described in this RFP.

**Contractor will be required to provide Site pricing for billing and funding allocation purposes.*

Additive Alternate #1 – 5 Year Licensing

The Additive Alternate #1 Price shall **include all material, sales tax and shipping/handling** costs to complete the work described in this RFP.

**Contractor will be required to provide Site pricing for billing and funding allocation purposes.*

Bidder will provide pricing to increase the cost from a 3-Year license to a 5-Year License. The increase will be noted within the Additive Alternate site pricing.

Contingency Fee

The Bidder shall include their Contingency Fee amount, if it is a standard business practice of the bidder.

3. **Contingency Fee as A Standard Practice** - The Bidder shall complete and submit with their proposal the attached form to demonstrate whether or not a Contingency Fee is a standard business practice of the bidder. If the bidder elects to offer the Contingency Fee, the bidder agrees that the Contingency Fee will be used for adds, moves and changes requested by the Owner during the construction process for eligible services only. If the Owner does not request adds, moves or changes the E-rate eligible committed funding amount of the contingency will be given back to the E-rate program.

4. **Electronic Item 21 Attachment Sheet** – The bidder shall provide itemized pricing for all equipment to be included in this Bid Response **BY SITE**. Pricing shall include E-rate eligibility, materials, labor, tax, shipping and any other associated charges. This will be provided in the included spreadsheet format.

Due to filing requirements, an electronic copy will be required at the time of bid.

Acceptable formats: CD, DVD and thumb drive. Files will be returned in the same format as the published Item 21, no exceptions. Failing to comply with these requirements will be considered for bid dismissal.

5. **Substitution Listing** – The Bidder may, if they so choose, propose to “substitute “ product that they deem “equal” or “better” to the specified products that was not “Pre-Approved” prior to the Bid Date. Contractor shall list the approved product(s) with the corresponding proposed substituted product(s). The Bidder shall bear the sole responsibility to provide the supporting documentation to validate their claim that the proposed substituted items are equal or exceeds the specified products.
6. **Noncollusion Affidavit** – In accordance with the provisions of Section 7106 of the Public Contract Code, bid must be accompanied by a noncollusion affidavit. Bidder shall submit a notarized copy of the form with their bid response.
7. **State Master Contract Form** – The bidder will include in their response a list of the of the State Master Contract numbers that will be utilized to complete the proposed Scope of Work.
8. **Service Provider Agreement and “E-rate Attachment”** –The Owner intends to use the Service Provider’s supplied Service Agreement to formalize any contractual relationship that results from this Request for Proposal. However, the Service Provider supplied agreement must incorporate the Owner’s “E-rate Attachment” as a part of that Service Agreement. The bidder will include two (2) signed and dated copies of their Service Agreement including the attached “E-rate Attachment” with their bid proposal. Once all proposals have been received, and evaluated, the Owner will sign, date, and return the successful bidder’s agreement(s).

GENERAL INFORMATION

SCOPE OF WORK

Bidder shall be responsible to drop ship all materials as shown on the attached "Exhibit A – Central Unified School District Equipment Schedule". Bidder's price shall include all costs to perform and/or provide all requirements set forth in this "Scope of Work", as described in the Request for Proposal documents and as shown on the Exhibits. It is the responsibility of the Bidder to supply a complete and qualified quote. If the bidder feels that the requested service described is not complete, the Bidder must address their specific concerns in writing to the Owner before submitting a quote. The Owner will not be responsible for additional costs incurred by the bidder due to the submission of an incomplete bid.

Contractor's scope shall include:

1. Provide and deliver all equipment as shown on "Exhibit A – Central Unified School District Equipment Schedule".
 - a. All materials shall be delivered to Central Unified School District, located at 4605 N. Polk Ave., Fresno, CA 93722
 - b. Bidder's proposal shall include all shipping, handling, and applicable sales tax.
2. Provide a minimum of 12 months of manufacture's warranties for all equipment listed on the "Exhibit A – Central Unified School District Equipment Schedule."

All material and equipment to be installed on this project will be "new". If the Owner/Owner's Representative discovers that "used" material or equipment has been installed on this project the Contractor will be required to replace said materials and/or equipment with "new" products at no additional cost to the Owner.

1. "New" - Materials and products manufactured within one (1) year prior to installation, and meet or exceed the latest published specifications of the manufacture. Also these materials and equipment may not have been in use before installation on this project unless directed otherwise in the project documents.

Contractor's price shall include a manufactures warranty of all materials, equipment for a minimum of one (1) year.

1. Warranty will provide repair/replacement of all defective or improperly installed materials at no additional cost to the Owner (including shipping, taxes, etc.).
2. Warranty will cover normal Business hours, 8am – 5pm, Monday thru Friday, with Next Business Day Replacement.

Excluded from the Contractor's Scope

The following Items are excluded from the Contractor's Scope of Work for this Project and will be provided by others:

1. Installation and or programming of equipment.

E-RATE PROGRAM REQUIREMENTS

This project will depend on partial funding from the Schools and Libraries Division's E-rate program. The Owner expects each vendor to make themselves intimately familiar with any rules or regulations regarding the E-rate program. All contracts entered into as a result of the posting of the Form 470/RFP will be contingent upon the approval of discounts from the Universal Services Administrative Company (USAC) and the Owner's acceptance of said discounts.

The Contractor shall be responsible to invoice and collect payment of the discounted contract amount from USAC, utilizing the SPI invoicing method. The undiscounted contract amount will be the maximum amount that the OWNER is liable. Vendor agrees to provide the Owner a copy of their USAC invoice to verify that the material has been delivered and accepted by the Owner before Vendor bills USAC.

In compliance with the E-rate program rules, Contractor agrees that no goods and/or services can be delivered prior to July 1, 2019. The contractor is responsible for providing a valid SPIN number with their proposal(s).

VENDOR REQUIREMENTS

Prospective bidders must be willing and able to provide a portfolio describing experience with comparable projects in the K-12 customer market. Bidders must meet the following minimum qualifications in order to be considered:

1. Bidder must currently hold an active State Master and/ or Piggy Back contract
2. Bidder must have a USAC Service Provider Identification Number (SPIN)
3. Bidder shall provide educational discount pricing or better.
4. Bidder must be able to warranty the equipment for a period of one year plus agree to extend any/all manufacturer warranties at no additional cost to the Owner.

REQUEST FOR INFORMATION (RFI)

All inquiries and/or questions regarding the Request for Proposal shall be submitted in writing to the Owner's Representative. All response to prospective bidder's requests for information will be issued in written form. Owner and their Representative reserve the right to not consider any request that received less than three (3) days prior to the bid date.

EQUIVALENT PRODUCTS

All approved Products/Systems, hereafter referred to as "Items", are described and provided in "Scope of Work" and associated project documents.

All other items other than those specifically addressed in the RFP document that the Bidder is seeking pre-approval for must be sent to the Owner's Representative for review. All requests for pre-approval must be received by the Owner's Representative no later than ten (10) calendar days before the bid date. Requests received after the deadline will not be considered.

Bidders wishing to submit Items for pre-approval will be required to perform the following:

1. Provide specifications and cut sheets for the proposed Item
2. Provide an itemized comparison to each of the Item's functions in comparison to the approved Item. Include in that document how the proposed Item compares to the approved Item described in this document on a line by line basis, using one of the following three criteria: "exceeds"/"matches"/ "unequal".
3. Provide a spreadsheet that cross-references the proposed new Part Number and Description to its corresponding specified the approved Part Number and Description.

Any new Approved Equals will be published in addendum form prior to the bid date. All proposals received that do not comply with the entire scope of work described in said documents will be considered incomplete and the Owner reserves the right to list the Contractor's Proposal as non-responsive.

Failure to received written approval for products installed that deviates from the products called for in this specification and/or on the project drawings will result in the contractor having to replace the unapproved materials and equipment with the originally specified products at no additional cost to the Owner.

SUBSTITUTIONS

The bidder may bid products or systems, hereafter referred to as "Items", which are "equivalent" or better to the Items approved in the Project documents. If the bidder chooses to bid an "equivalent" item, without seeking pre-approval, the bidder shall submit all pertinent and appropriate data substantiating its request for substitutions in their bid response using the "Substitution Listing" form. Documentation received after the bid date and time will not be accepted.

The OWNER is not responsible for locating or securing any information that is not included in such substantiating data. The burden of proof as to demonstrating the quality or suitability of proposed "equivalent" items shall be borne by the bidder. The OWNER shall be the sole judge as to the quality and suitability of proposed "equivalent" items, and decisions of the OWNER shall be final and conclusive. All such decisions by the OWNER shall be in writing, and no proposed "equivalent" item shall be deemed approved unless the OWNER has so indicated in writing.

BID EVALUATION PROCESS

The Owner will evaluate and select the winning bid based on the following criteria:

1. **Price (50%)** – Price will be the highest weighted factor. Price will be evaluated on the sum total of the Base Bid and all Additive Alternates. Contingency Fees will not be included in the low bid evaluation.
2. **Experience & Qualifications (25%)** – The Owner will evaluate the Bidder's ability to demonstrate their experience in the industry and performance on projects similar to their proposed system as well as demonstrate their technical qualifications and system certifications necessary for the successful completion of their proposed system.
3. **Accuracy of Bid or Bid Response (25%)** – The Owner will evaluate the bid response for completeness and adherence of the bidder to the requirements of the RFP. Amendments, exceptions, and alterations of the specified systems and of project documents will be evaluated and weighed on their merits. Owner reserves the right to reject any/all bids that do not meet the requirements set forth in this document.

CONTRACT ADMINISTRATION

The Owner intends to use the Service Provider supplied agreement to formalize any contractual relationship that results from this Request for Proposal. In addition to the Service Providers agreement the Owner requires that the provided "E-rate Attachment" be include and integrated into all provided Service Providers agreements for this project. The Bidder will provide **two (2) signed copies** of their Service Agreement and the "E-rate Attachment" with their bid proposal. The Owner shall return to the bidder with the highest ranked evaluated bid one (1) fully executed original copy of the agreement and attachment.

RIGHT TO TERMINATE

The OWNER reserves the right to cancel this Project and terminate this Contract at any time prior to the issuance of a Notice to Proceed. If OWNER exercises its cancellation/termination rights as set forth herein prior to the issuance of a Notice to Proceed, OWNER shall have no liability to Contractor for any bid preparation or any other costs which may be incurred by the Contractor prior to cancellation of the Contract.

NOTICE TO PROCEED

This project is contingent on funding from the E-rate program. As such, the Owner will not issue a Notice to Proceed until a copy of the approved Funding Commitment Decision Letter (FCDL) has been received from USAC and a Form 486 "Receipt of Service Conformation" has been filed. Contractor will not be permitted to commence work, unless otherwise directed by the Owner, until a Notice to Proceed has been issued. The Owner will not be responsible for costs incurred by the Contractor prior to receiving a Notice to Proceed.

PROJECT SCHEDULE

The following are the anticipated project milestones

Bid Date	<u>February 13, 2019</u> , 01:00 pm
Notice of Intent to Award	TBD
Award of Contract	TBD
Notice to Proceed	TBD (dependent on E-rate funding)
Project Completion	No later than September 30, 2020

RIGHT TO REJECT ANY AND ALL QUOTES

We reserve the right to reject any or all bid proposals and to waive any informalities or irregularities. The vendor's submission of a proposal is recognition of this right.

In addition, the Owner reserves the right to fund, or not to fund this project, regardless of E-rate approval.

2 - PROPOSAL FORM

PROJECT: 0204-18C.1 NETWORK ELECTRONICS

OWNER: CENTRAL UNIFIED SCHOOL DISTRICT

Pursuant to Request For Proposal (RFP) and related documents, the undersigned bidder, having familiarized himself/herself with the terms of the contract, the local conditions affecting the performance of the contract, the cost of the work at the location where the work will be performed, and the Contract Documents, proposes and agrees to perform, within the time stipulated, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with 0204-18C.1 – Network Electronics all in strict conformity with the Specifications, and other Contract Documents, including Addendum No.'s 2, _____, _____, _____, _____, _____. Copies of Addenda are obtainable from the Owner's Representative (Infinity Communications and Consulting, Inc.).

BASE BID

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

eight hundred fifty four thousand five hundred two and 52/100 Dollars (\$ 854,502.52)
(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Bidder shall breakout the above Base Bid cost by Site for E-rate Program funding allocation purposes:

Please See Site Breakdown Sheet

ADDITIVE ALTERNATE # 1 – Bidder will provide pricing to increase the cost from a 3-Year license to a 5-Year License. The increase will be noted within the Additive Alternate site pricing.

The Bidder agrees to perform all work noted above, as described in the RFP and Project Documents for the lump sum of:

sixty thousand forty nine and 50/100 Dollars (\$ 60,049.50)
(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Bidder shall breakout the above Base Bid cost by Site for E-rate Program funding allocation purposes:

Please See Site Breakdown Sheet

Contingency Fee – If applicable per form 3A

The Bidder agrees to negotiate in good faith with the Owner on future additional work not to exceed 10% of the Base Bid for the sum of:

eighty five thousand four hundred fifty and 24/100 Dollars (\$ 85,450.24)
(Amount Shall Be Shown In Both Words And Figures. In Case Of A Discrepancy, The Amount Shown In Words Will Govern).

Project will be awarded based on the evaluation criteria set forth herein. Price will be evaluated based on the sum total of the Base Bid, Basic Maintenance, and all Additive Alternates.

The bidder agrees that upon receipt of Owner's "Notice to Proceed", he/she will provide all required documents within **ten (10) calendar days** after the documents are presented for execution.

The bidder has carefully examined the RFP documents and specifications for this project that were prepared and furnished by the OWNER and acknowledges their sufficiency.

It is understood and agreed that the work under the contract shall be commenced by the bidder, if awarded the contract, on the date to be stated in the OWNER'S **Notice to Proceed**.

NAME OF BIDDER:
FULL NAME OF ALL
PARTNERS OR LEGAL
NAME OF CORPORATION

AMS.NET, Inc

(TYPE OR PRINT)

AUTHORIZED CONTACT / BID PREPARER / SALES REPRESENTATIVE:

Drew Ekizian

BUSINESS ADDRESS:

502 Commerce Way, Livermore, CA 94551

(TYPE OR PRINT)

TELEPHONE:

559-547-2866

EMAIL:

dexizian@ams.net

BY:

Diana Monaghan

(SIGNATURE IN INK)

Diana Monaghan, Vice President

(TYPE OR PRINT NAME OF TITLE AND SIGNATURE)

"I declare, under penalty of perjury, that the information provided and representations made in this bid are true and current and that this declaration was executed on February 11, 2019 (date) at Livermore, California."

PRESIDENT OF CORPORATION:

[Signature]

(SIGNATURE IN INK)

2/11/2019

DATE

Robert Tucci, President

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

SECRETARY OF CORPORATION:

[Signature]

(SIGNATURE IN INK)

2/11/2019

DATE

Joseph Moomau, Secretary

(TYPE OR PRINT NAME AND TITLE OF SIGNATURE)

CALIFORNIA STATE CONTRACTOR'S LICENSE NO.:

703508

FEDERAL I.D. NO:

94-3291624

LICENSE EXPIRATION DATE:

4/2020

TYPE OF LICENSE:

C7

LICENSE IN THE NAME OF:

AMS.NET, Inc

(TYPE OR PRINT NAME)

CORPORATE SEAL:
(IF APPLICABLE)

SITE BREAKDOWN

Base Bid

District Offices/Annex	\$ 17,438.83	Saroyan Elementary	\$ 36,713.33
Transportation	\$ 6,424.83	Steinbeck Elementary	\$ 38,548.99
Koligian Stadium	\$ 917.84	Teague Elementary	\$ 38,548.99
Biola Elementary	\$ 16,521	Tilley Elementary	\$ 38,548.99
Harvest Elementary	\$ 39,466.83	Central East High School	\$ 94,636.79
Herndon-Barstow Elementary	\$ 37,631.14	Central West High School	\$ 103,330.47
Houghton-Kearney Elementary	\$ 17,438.83	CLASS	\$ 18,356.65
Liddell Elementary	\$ 37,631.14	Pershing/Pathway (Teilman)	\$ 22,945.83
Madison Elementary	\$ 38,548.99	El Capitan Middle School	\$ 44,973.81
McKinley Elementary	\$ 40,384.64	Glacier Point Middle School	\$ 49,973.81
Polk Elementary	\$ 34,877.65	Roosevelt Elementary	\$ 31,206.32
River Bluff Elementary	\$ 38,548.99	Rio Vista Middle	\$ 47,727.31
		West Arts Center	\$ 3,071.34

SITE BREAKDOWN

Additive Alternate #1

District Offices/Annex	\$ 1,225.50	Saroyan Elementary	\$ 2,580
Transportation	\$ 451.50	Steinbeck Elementary	\$ 2,709
Koligian Stadium	\$ 64.50	Teague Elementary	\$ 2,709
Biola Elementary	\$ 1,161	Tilley Elementary	\$ 2,709
Harvest Elementary	\$ 2,773.50	Central East High School	\$ 6,643.50
Herndon-Barstow Elementary	\$ 2,644.50	Central West High School	\$ 4,450.50
Houghton-Kearney Elementary	\$ 1,225.50	CLASS	\$ 1,290
Liddell Elementary	\$ 2,644.50	Pershing/Pathway (Teilman)	\$ 1,612.50
Madison Elementary	\$ 2,709	El Capitan Middle School	\$ 3,160.50
McKinley Elementary	\$ 2,838	Glacier Point Middle School	\$ 3,483
Polk Elementary	\$ 2,451.01	Roosevelt Elementary	\$ 2,193
River Bluff Elementary	\$ 2,709	Rio Vista Middle	\$ 3,351
		West Arts Center	\$ 258

3 - CONTINGENCY FEE AS A STANDARD PRACTICE

PROJECT: 0204-18C.1 NETWORK ELECTRONICS
OWNER: CENTRAL UNIFIED SCHOOL DISTRICT

The "Owner" establishes a classification "Contingency Fee"; for adds/moves/changes as affected by the construction/funding schedule, changes to campus environment. This classification applies to all construction work. This classification is not based on permanent physical elements of construction. Rather, the classification items are cost components common to construction, project, and program estimates.

Contingency will not be allowed for increases to labor cost, taxes, surcharges, shipping and handling.

Bidder agrees that the contingency will be used for adds, moves and changes requested by the owner during the construction process for eligible services only. If the owner does not request adds, moves or changes the contingency will be given back to the E-rate program.

Please fill in one of the following:

YES AMS-NET, Inc. (company name) **does include** contingency as a standard business practice as defined above.

If YES please provide the "Contingency Fee" amount in percentage.

Equal to 10 % (not to exceed 10%) of the Base Bid amount. The E-rate Contingency Amount shall be:

\$ eighty five thousand four hundred Dollars (\$ 85,450.24).
fifty dollars and twenty four cents
-OR-

NO _____ (company name) **does not include** contingency as a standard business practice as defined above.

I hereby certify under penalty of the perjury laws of the State of California that the foregoing is true and correct. Executed at Livermore, California, on February, 2017

Firm Name AMS-NET, Inc.

By _____

Signed Diana Monaghan

Printed Name Diana Monaghan

Title Vice President

Reference Number	Type of Journal	Location	Type of Product	Make	Enter the Make (if Other)	Model	Date to Non-Required?	Monthly Renting Unit	Monthly Renting Unit	Estimated Monthly Renting Unit	Monthly Quantity	Unit	Estimated Total	Estimated Total	One-time Unit Cost	One-time Unit Multiple	Estimated One-time Unit Multiple	One-time Quantity	Estimated Total	Discount Entered	Net of other attributes apply?	
																						Required
1	Required	WMM01	Access Point	Model	Enter the Make (if Other)	Model	Yes	50.00	50.00	50.00	1	Each	50.00	50.00	50.00	50.00	50.00	1	50.00	50.00		
2	Required	WMM01	Access Point	Model	Enter the Make (if Other)	Model	Yes	50.00	50.00	50.00	1	Each	50.00	50.00	50.00	50.00	50.00	1	50.00	50.00		
3	Required	WMM01	Access Point	Model	Enter the Make (if Other)	Model	Yes	50.00	50.00	50.00	1	Each	50.00	50.00	50.00	50.00	50.00	1	50.00	50.00		
4	Required	WMM01	Access Point	Model	Enter the Make (if Other)	Model	Yes	50.00	50.00	50.00	1	Each	50.00	50.00	50.00	50.00	50.00	1	50.00	50.00		

5 - SUBSTITUTION LISTING

PROJECT: 0204-18C.1 NETWORK ELECTRONICS

TO: CENTRAL UNIFIED SCHOOL DISTRICT ("OWNER")

1. Pursuant to bidding and contract requirements for the work titled:
Project: 0204-18C.1 NETWORK ELECTRONICS

The contract sum, proposed by the undersigned on the Proposal Form, is for the work as described in the Request for Proposal, and otherwise defined in the Contract Documents. However, the undersigned proposes the following substitutions, which were not Pre-Approved prior to the bid date, for the Owner's consideration. All substitutions must be listed on this form and submitted with the bid or they will not be reviewed.

2. Please complete, attaching additional sheets as necessary:

Bidder proposes [check one]: no substitutions.
 the following substitutions:

Specified Product or Material	Proposed Substitution
N/A	N/A

3. All bids should be calculated and submitted on the assumption that substitution requests will not be approved.

4. Bidder hereby certifies that the requested substitutions are equal or better in all respects to what is specified, unless otherwise noted. Bidder will supply all documentation to support this claim as attachments to the Substitution Listing with their bid. Failure to provide adequate documentation may result in the disqualification of the bid response.

**SIGNATURE MUST BE IDENTICAL
 TO THAT PROVIDED ON BID FORM**

BIDDER: AMS.NET, Inc.
 BY: [Signature]

6 - NONCOLLUSION AFFIDAVIT

PROJECT: 0204-18C.1 NETWORK ELECTRONICS
OWNER: CENTRAL UNIFIED SCHOOL DISTRICT

(Public Contract Code Section 7106)

State of)
California)
County) ss
Of)
Alameda)

Niana Monaghan, being first duly sworn, deposes and says that he or she is Dice President of AMS.NET, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Niana Monaghan
(SIGNATURE OF BIDDER)

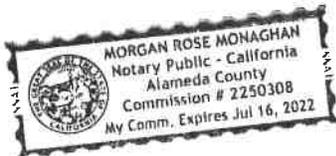
NOTARY FOR NONCOLLUSION AFFIDAVIT

Subscribed and sworn to (or affirmed) before me this day February 11, 2019.

Morgan Monaghan
(SIGNATURE OF NOTARY)

[SEAL OF NOTARY]

Morgan Rose Monaghan
(TYPED NAME OF NOTARY)



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

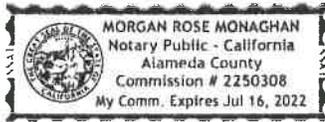
State of California

County of Alameda }

On February 11, 2019 before me, Morgan Rose Monaghan, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Diana Monaghan
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Morgan Monaghan
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____

Signer(s) Other Than Named Above: _____ Number of Pages: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

Signer's Name: _____

- Corporate Officer – Title(s): _____
- Partner – Limited General
- Individual Attorney in Fact
- Trustee Guardian of Conservator
- Other: _____

Signer is Representing: _____

7 – STATE MASTER CONTRACT FORM

PROJECT: 0204-18C.1
OWNER: Central Unified School District

Please provide the following information concerning the State Master Contract being used for the Year 22 E-rate Project for the Central Unified School District.

State Master Contract No. (Provide Contract Numbers for all components listed on the Form 471 Attachment Sheet)

- (1) 3-11-70-029111
- (2) _____
- (3) _____
- (4) _____
- (5) _____

Please attach a copy of the State Master Contract that includes all eligible products listed on the Form 471 Attachment Sheet.

October 1, 2018

Ms. Diana Monaghan
AMS.NET Inc.
502 Commerce Way
Livermore, CA 94551

Subject: RENEWAL of AMS.NET Inc.'s California Multiple Award Schedule (CMAS)

CMAS Number: 3-11-70-0291U, SUPPLEMENT NO. 7
CMAS Term Dates: July 29, 2015 through September 4, 2023
Base GSA Schedule No.: GS-35F-0563U

The State of California accepts your firm's offer and renews the attached California Multiple Award Schedule (CMAS) for the term identified above. The CMAS has been awarded the same CMAS number as the original CMAS. This CMAS number must be shown on each invoice rendered. Additionally, this letter shall not be construed as a commitment to purchase any or all of the State's requirements from your firm. Prior approval is required from the State for all news releases regarding this CMAS.

It is your firm's responsibility to furnish, upon request, a copy of this CMAS to State and local government agencies. A copy of this CMAS can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following: **1)** CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit), **2)** CMAS terms and conditions, **3)** Federal GSA (or Non-GSA) terms and conditions, and **4)** product/service listing and prices. The CMAS Unit strongly recommends that government agencies place orders with CMAS contractors who provide ALL of the elements described above.

To manage this CMAS, contractors are directed to the "CMAS Management and Information Guide", which can be accessed at www.dgs.ca.gov/pd/programs/leveraged/emas.aspx, then select "For Suppliers/Contractors." This guide covers topics such as CMAS Quarterly Reports, amendments, extensions, renewals, CMAS contractor's change in contact information, company name change requests, and marketing your CMAS.

It is the CMAS contractor's responsibility to submit on a timely basis detailed CMAS Quarterly Reports (along with any applicable incentive fees).

THE NEXT QUARTERLY REPORT DUE FOR THIS CMAS IS Q3-2018 (JUL-SEP)
DUE BY OCT 15, 2018.

The "Approved CMAS Contractor" logo is only available to CMAS contract holders for display at conferences or on other marketing material. A login and password is required to download the logo. Go to www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx, then select "Reference Material"; click on "CMAS Logos" under the heading "Marketing Tools". At the prompt, enter the login: "cmassupplier" and the password: "emas010194".

Should you have any questions regarding this CMAS, please contact me at (916) 375-4391. Thank you for your continued cooperation and support of the CMAS Program.


BRYAN DUGGER, Program Analyst
California Multiple Award Schedules Unit

State of California
MULTIPLE AWARD SCHEDULE
AMS.NET Inc.

CMAS NUMBER:	3-11-70-0291U
SUPPLEMENT NO.:	7
CMAS TERM DATES:	7/29/2015 through 9/04/2023
CMAS CATEGORY:	Information Technology Goods & Services
APPLICABLE TERMS & CONDITIONS:	March 15, 2018
MAXIMUM ORDER LIMIT:	State Agencies: See Purchasing Authority Dollar Threshold provision Local Government Agencies: Unlimited
FOR USE BY:	State & Local Government Agencies
BASE GSA SCHEDULE NO.:	GS-35F-0563U
BASE SCHEDULE HOLDER:	SYNNEX Corporation

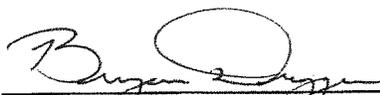
This CMAS provides for the resale of Cisco products and Cisco branded services. Supplier provides own installation and configuration services. Additional services sold under this contract will be provided by Cisco. (See page 2 for the specific brand and restrictions applicable to this CMAS.)

The purpose of this supplement is to renew this CMAS through 9-04-2023. In addition, this supplement replaces in its entirety AMS.NET Inc.'s existing California Multiple Award Schedule (CMAS) that expires on 12-31-2018. The most current Ordering Instructions and Special Provisions, CMAS Terms and Conditions dated March 15, 2018, and products and/or services are included herein. Please review these provisions carefully because they may have changed since issuance of your last CMAS.

NOTICE: Products and/or services on this CMAS may be available on a Mandatory Statewide Contracts. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the Statewide Contract User Instructions. Information regarding Statewide Contracts can be obtained at the website: www.documents.dgs.ca.gov/pd/contracts/contractindexisting.pdf. This requirement is not applicable to local government entities.

ANY REFERENCE TO A SPECIFIC MANUFACTURER'S OR PUBLISHER'S WARRANTY OR TERMS AND CONDITIONS AS SHOWN IN THE BASE SYNNEX CORPORATION GSA SCHEDULE ARE NOT APPLICABLE TO THIS CMAS.

The services provided under this CMAS are only in support of the products covered by this CMAS.



BRYAN DUGGER, Program Analyst, California Multiple Award Schedules Unit

Effective Date: **10/01/2018**

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
AMS.NET INC.
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

Agency non-compliance with the requirements of this CMAS may result in the loss of delegated authority to use the CMAS program.

CMAS contractor non-compliance with the requirements of this CMAS may result in termination of the CMAS.

CMAS PRODUCT & SERVICE CODES

The CMAS Product & Service Codes listed below are for marketing purposes only. Review this CMAS and the base contract identified below for the products and/or services available on this CMAS.

Brand-Cisco
Data Commun- Component
Data Commun- Equipment
LAN/WAN-Component
LAN/WAN-System
LAN/WAN-Wireless Network

AVAILABLE PRODUCTS AND/OR SERVICES

Only products from the manufacturer(s) listed below are available within the scope of this CMAS:

Cisco Systems

The ordering agency must verify all products and/or services are currently available on the base GSA schedule at the GSA eLibrary. Access the GSA eLibrary at www.gsaelibrary.gsa.gov.

EXCLUDED PRODUCTS AND/OR SERVICES

Software maintenance as a service, training courses, Information Technology (IT) consulting services, electronic commerce and subscription services, and Order-Level Materials are not available under this CMAS.

CMAS BASE CONTRACT

This CMAS is based on some or all of the products and/or services and prices from GSA Schedule No. GS-35F-0563U (SYNNEX CORPORATION) with a GSA term of 9/05/2008 through 9/04/2023.

Replace "SYNNEX Corporation" with "AMS.NET Inc." where "SYNNEX Corporation" is referenced in the federal GSA multiple award Contract Terms and Conditions.

ISSUE PURCHASE ORDER TO

Agency purchase orders must be either mailed, faxed, or emailed to the following:

**AMS.NET Inc.
502 Commerce Way
Livermore, CA 94551
Attn: Thomas Vasconi**

**Fax: (925) 245-6150
E-mail: tvasconi@ams.net**

Agencies with questions regarding products and/or services may contact the CMAS contractor as follows:

**Contact: Diana Monaghan
Phone: (925) 245-6101
E-mail: dmonaghan@ams.net**

CALIFORNIA SELLER'S PERMIT

AMS.NET Inc.'s California Seller's Permit No. is 097-642448. Prior to placing an order with this company, agencies must verify that this permit is still valid at the following website: cdtfa.ca.gov/.

CMAS PRICES

The maximum prices allowed for the products and/or services available in this CMAS are those set forth in the base contract identified on page 2 of this CMAS.

The ordering agency is encouraged to seek prices lower than those on this CMAS. When responding to an agency's Request for Offer (RFO), the CMAS contractor can offer lower prices to be competitive.

WARRANTY

For warranties, see the federal GSA schedule and the CMAS Terms and Conditions, General Provisions, CMAS Warranty.

DELIVERY

10-30 days after receipt of order, or as negotiated between agency and CMAS contractor and included in the purchase order, or as otherwise stipulated in the contract.

SHIPPING INSTRUCTIONS

F.O.B. (Free On Board) Destination. Seller pays the freight charges.

PURCHASING AUTHORITY DOLLAR THRESHOLD

Unless otherwise determined by in individual ordering agency purchasing authority, order limits for the purchase of goods and/or services is:

Information Technology Goods and Services:
\$500,000

No CMAS order may be executed by a State agency that exceeds that agency's purchasing authority threshold. State agencies with approved purchasing authority, along with their dollar thresholds can be obtained at: www.dgs.ca.gov/pd/Programs/Delegated.aspx.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
AMS.NET INC.
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

HOW TO USE CMAS

Agencies must adhere to the detailed requirements in the State Contracting Manual (SCM) when using CMAS. The requirements for the following bullets are in the SCM, Volume 2, Chapter 6 (for non-IT), the SCM, Volume 3, Chapter 6 (for IT), and the SCM, Volume FI\$Cal, Chapter 5 (FI\$Cal):

- Develop a Request for Offer, which includes a Scope of Work (SOW), and Bidder Declaration form. For information on the Bidder Declaration requirements, see the SCM, Volume 2, Section 3.5.7 and Volume 3, Section 3.4.7.
- Search for potential CMAS contractors at www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, select "Find a CMAS Contractor."
- Solicit offers from a minimum of 3 CMAS contractors including one small business and/or DVBE, if available, who are authorized to sell the products and/or services needed.
- If soliciting offers from a certified DVBE, include the Disabled Veteran Business Enterprise Declarations form (Std. 843) in the Request for Offer. This declaration must be completed and returned by the DVBE prime contractor and/or any DVBE subcontractors. (See the SCM Volumes 2, 3, and FI\$Cal, Chapter 3).
- This is not a bid transaction, so the small business preference, DVBE incentives, protest language, intents to award, evaluation criteria, advertising, etc., are not applicable.
- If less than 3 offers are received, State agencies must document their file with the reasons why the other suppliers solicited did not respond with an offer.
- Assess the offers received using best value methodology, with cost as one of the criteria.
- Issue a Purchase Order to the selected CMAS contractor.
- For CMAS transactions under \$10,000, only one offer is required if the State agency can establish and document that the price is fair and reasonable. The fair and reasonable method can only be used for non-customizable purchases.

Local governments set their own order limits, and are not bound by the order limits on the cover page of this CMAS.

SPLITTING ORDERS

Splitting orders to avoid any monetary limitations is prohibited.

Do not circumvent normal procurement methods by splitting purchases into a series of delegated purchase orders, per Public Contract Code (PCC) § 10329.

Splitting a project into small projects to avoid either fiscal or procedural controls is prohibited, per State Administrative Manual (SAM) § 4819.34.

MINIMUM ORDER LIMITATION

The minimum dollar value of an order to be issued under this CMAS is \$100.00.

ORDERING PROCEDURES

1. Purchase Orders

All Ordering Agency purchase order documents executed under this CMAS must contain the applicable CMAS number as show on page 1.

1. State Departments:

Std. 65 Purchase Documents – State departments not transacting in FI\$Cal must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the DGS-PD website at www.dgs.ca.gov/pd/Forms.aspx (select Standard STD Forms).

FI\$Cal Purchase Documents – State departments transacting in FI\$Cal will follow the FI\$Cal procurement and contracting procedures.

2. Local Governmental Departments:

Local governmental agencies may use their own purchase document for purchase execution.

The agency is required to complete and distribute the purchase order. For services, the agency shall modify the information contained on the order to include the service period (start and end date), and the monthly cost (or other intermittent cost), and any other information pertinent to the services being provided. The cost for each line item should be included in the order, not just system totals.

The contractor must immediately reject purchase orders that are not accurate. Discrepancies are to be negotiated and incorporated into the purchase order prior to the products and services being delivered.

2. Service and Delivery after CMAS Expiration

The purchase order must be issued before the CMAS expires. However, delivery of the products or completion of the services may be after the CMAS expires (unless otherwise specifically stated in the purchase order).

CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)

AMS.NET INC.

CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7

3. Multiple CMAS Agreements on a Single Purchase Order

Agencies wishing to include multiple CMAS(s) on a single FI\$Cal purchase order must adhere to the following guidelines:

- All CMAS must be for the same CMAS contractor.
- The purchase order must go to one contractor location.
- Write the word "CMAS" in the space usually reserved for the contract number. On Std. 65's, this is at the top of the form. The word "CMAS" signifies that the purchase order contains items from multiple CMAS agreements. The purchasing agency may only use one bill code.
- For each individual CMAS (as differentiated by alpha suffix), the agency must identify and group together the CMAS number with the line items and subtotal per CMAS number (do not include tax in the subtotal), and sequentially identify each individual CMAS as Sub #1, Sub #2, Sub #3, etc. This facilitates accurate billing of administrative fees by the Procurement Division.
- The total of all items on the purchase order must not exceed the purchase order limit identified in the CMAS.
- Do not combine items from both non-IT and Information Technology CMAS(s). A non-IT CMAS begin with the number "4" and an Information Technology CMAS begins with the number "3." The purchase order limits are different for these two types of CMAS agreements.

4. Amendments to Agency's Purchase Orders

Agency purchase orders cannot be amended if the CMAS has expired.

The SCM, Volumes 2 & 3, Chapter 6.A5.0 and SCM, Volume FI\$Cal, Chapter 5.A4.0 provides the following direction regarding amendments to all types of CMAS purchase orders:

Original orders, which include options for changes (e.g., quantity or time), that were evaluated and considered in the selection for award during the RFO process, may be amended consistent with the terms of the original order, provided that the original order allowed for amendments. If the original order did not evaluate options, then amendments are not allowed unless an NCB is approved for those amendments.

Amendments unique to non-IT services are covered in the SCM, Volume 2, Chapter 6.B2.9 and SCM, Volume FI\$Cal, Chapter 5.A4.1 as follows:

If the original contract permitted amendments, but did not specify the changes (e.g., quantity or time), it may be amended, per Public Contract Code (PCC) § 10335 (d)(1). This only applies to the first amendment. The time shall not exceed one year, or add not more than 30% of the original order value and may not exceed \$250,000. If the original contract did not have language permitting amendments, the NCB process must be followed:

Also, see the SCM, Volumes 2 & 3, Chapter 8, Topic 6, for more information on amending purchase orders.

CMAS CONTRACTOR OWNERSHIP INFORMATION

AMS.NET Inc. is a large business enterprise.

SMALL BUSINESS MUST BE CONSIDERED

Prior to placing orders under the CMAS program, State agencies shall whenever practicable first consider offers from small businesses that have established CMAS [Government Code (GC) § 14846(b)]. NOTE: The Department of General Services auditors will request substantiation of compliance with this requirement when agency files are reviewed.

The following website lists CMAS small business and Disabled Veteran Partners: www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx then select "Find a CMAS Contractor".

In response to our commitment to increase participation by small businesses, the Department of General Services **waives the administrative fee (a fee currently charged to customer agencies to support the CMAS program) for orders to certified small business enterprises.**

See the current fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

SMALL BUSINESS/DVBE - TRACKING

State agencies are able to claim subcontracting dollars towards their small business or DVBE goals whenever the CMAS contractor subcontracts a commercially useful function to a certified small business or DVBE. The CMAS contractor will provide the ordering agency with the name of the small business or DVBE used and the dollar amount the ordering agency can apply towards its small business or DVBE goal.

**CALIFORNIA MULTIPLE AWARD SCHEDULE (CMAS)
AMS.NET INC.
CMAS NO. 3-11-70-0291U, SUPPLEMENT NO. 7**

SMALL BUSINESS/DVBE - SUBCONTRACTING

1. The amount an ordering agency can claim towards achieving its small business or DVBE goals is the dollar amount of the subcontract award made by the CMAS contractor to each small business or DVBE.
2. The CMAS contractor will provide an ordering agency with the following information at the time the order is quoted:
 - a. The CMAS contractor will state that, as the prime contractor, it shall be responsible for the overall execution of the fulfillment of the order.
 - b. The CMAS contractor will indicate to the ordering agency how the order meets the small business or DVBE goal, as follows:
 - List the name of each company that is certified by the Office of Small Business and DVBE Services that it intends to subcontract a commercially useful function to; and
 - Include the small business or DVBE certification number of each company listed, and attach a copy of each certification; and
 - Indicate the dollar amount of each subcontract with a small business or DVBE that may be claimed by the ordering agency towards the small business or DVBE goal; and
 - Indicate what commercially useful function the small business or DVBE subcontractor will be providing towards fulfillment of the order.
3. The ordering agency's purchase order must be addressed to the prime Contractor, and the purchase order must reference the information provided by the prime Contractor as outlined above.

NEW EQUIPMENT REQUIRED

The State will procure new equipment. All equipment must be new (or warranted as newly manufactured) and the latest model in current production. Used, shopworn, demonstrator, prototype, or discontinued models are not acceptable.

Where Federal Energy Management Program (FEMP) standards are available, all State agencies shall purchase only those products that meet the recommended standards. All products displaying the Energy Star label meet the FEMP standards.

SPECIAL MANUFACTURED GOODS

Any CMAS for goods to be manufactured by the CMAS contractor specifically for the State and not suitable for sale to others may require progress payments.

PRODUCT INSTALLATION

The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications.

The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project.

TRADE-IN EQUIPMENT

Trade-ins at open market price may be considered. The product description and trade-in allowance must be identified on the purchase order.

Agencies are required to adhere to State Administrative Manual (SAM) § 3520 through 3520.6, Disposal of Personal Property and Surplus Personal Property, as applicable, when trade-ins are considered. A Property Survey Report, Std. 152, must be submitted for approval prior to disposition of any State-owned personal property, including general office furniture regardless of the acquisition value, or if the property was recorded or capitalized for accounting purposes.

ELECTRONIC WASTE RECYCLING

State agencies are required to recycle state owned surplus electronic equipment that has no useful life remaining (E-Waste), to the maximum extent possible. State agencies shall dispose of E-Waste using the services of the California Prison Industry Authority (CALPIA), unless the agency meets the pickup quantity and location exemption criteria detailed in State Administrative Manual (SAM) § 3520.10. Electronic equipment that is usable and still retains value is not considered E-Waste and must be reutilized through the DGS, Office of Fleet and Asset Management (OFAM) Surplus Personal Property Warehouse. State agencies shall determine which equipment meets the definition of E-Waste or reusable Electronic Equipment, per the definitions provided in the State Administrative Manual Management Memo MM 17-06. OFAM will validate that equipment meets the appropriate definition when reviewing the submitted Property Survey Report (STD. 152).

Please see State Administrative Manual (SAM) § 3520.10 for more information on this policy.

Information for submitting a STD 152 can be found on the DGS OFAM surplus property website:
www.dgs.ca.gov/ofam/Programs/StSurplus/Reutilization/CSPS.aspx

Information on the CALPIA E-Waste Program can be found at:
www.calpia.ca.gov/products-services/e-waste-recycling-computer-refurbishing

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The E-Waste Exemption Request Form EWR-F029 can be found at:

www.calpia.ca.gov/calpia/assets/File/ewaste/E-Waste%20Exemption_EWR-F029.pdf

The electronic waste recycling fee must be shown as a line item on the agency purchase order before the CMAS contractor can include it on their invoice.

PUBLIC WORKS (INSTALLATION SERVICES ONLY)

A public works contract is defined as an agreement for "the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind" in accordance with the Public Contract Code (PCC) § 1101. State agencies planning these types of projects need to review the SCM, Volume 1, Chapters 10 and 11 for applicable guidelines and regulations. Also, the Department of General Services (DGS), Real Estate Services Division (RESA) can be contacted at (916) 376-1748, if you have questions about these types of transactions.

Agency CMAS purchase orders may allow for public works installation only when it is incidental to the total purchase order amount. **The total dollar value of all public works services included in the purchase order must not exceed the dollar value of the products.**

Agencies are to ensure that the applicable laws and codes pertaining to the contractor and sub-contractor licensing, prevailing wage rates, bonding, labor code requirements, etc., are adhered to by the prime contractor as well as any sub-contractor during performance under the CMAS purchase order.

The bond amount for public works is not less than one hundred percent (100%) of the purchase order price.

NOTE: In accordance with Labor Code (LC) § 1773.2, the ordering agency is responsible for determining the appropriate craft, classification or type of worker needed for any contract for public works. Also, the agency is to specify the applicable prevailing wage rates as determined by the Director of the Department of Industrial Relations (DIR). In lieu of specifying the prevailing wage rates, the agency may include a statement on the order that the prevailing wage rates are on file at the agency's office, and will be made available upon request. The prevailing wage rates are available from the DIR at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774.

Bonds: For guidelines, see CMAS, General Terms and Conditions, Public Works Requirements.

State Contractor's License: Public works services can be obtained through CMAS only if incidental to the overall purchase order. If incidental public works services are included in the purchase order, prior to issuing the order agencies should contact the State Contractor's License Board at 1-800-321-2752 or at www.cslb.ca.gov to verify that the Contractor's License shown below is still active and in good standing.

AMS.NET Inc.'s California Contractor's License number is 763508. This is a Class C-7 license that is valid through 4/30/2020.

Cable and Wire: Cable and wire products that are purchased under this CMAS must be for information technology projects only (computers, telecommunications, and security systems) and cannot be used for general purpose installations.

Purchase orders for cable and wire installation services only are prohibited.

Agency questions regarding the purchase and/or installation of cable and wire for computers and/or telecommunications may be directed to the California Department of Technology, Statewide Telecommunications and Network Division.

Cable and wire installations under this CMAS must be installed and tested to EIA/TIA Standards.

PRODUCTIVE USE REQUIREMENTS

The customer in-use requirement applies to all procurements of information technology equipment and software, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.

Each equipment or software component must be in current operation for a paying customer and the paying customer must be external to the contractor's organization (not owned by the contractor and not owning the contractor).

To substantiate compliance with the Productive Use Requirements, the CMAS contractor must provide upon request the name and address of a customer installation and the name and telephone number of a contact person.

The elapsed time such equipment or software must have been in operation is based upon the importance of the equipment or software for system operation and its cost. The following designates product categories and the required period of time for equipment or software operation prior to approval of the replacement item on CMAS.

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Category 1 - Critical Software: Critical software is software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, data base management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	8 months	6 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

Category 2 - All Information Technology Equipment and Non-Critical Software: Information technology equipment is defined in State Administrative Manual (SAM) § 4819.2.

<u>Cost</u>	<u>Installation</u>	<u>Final Bid Submission</u>
More than \$100,000	6 months	4 months
\$10,000 up to \$100,000	4 months	3 months
Less than \$10,000	1 month	1 month

OPEN MARKET/INCIDENTAL, NON-SCHEDULE ITEMS

The only time that open market/incidental, non-schedule items may be included in a CMAS order is when they fall under the parameters of the Not Specifically Priced (NSP) Items provision. If the NSP provision is not included in the CMAS, or the products and/or services required do not qualify under the parameters of the NSP provision, the products and/or services must be procured separate from CMAS.

NOT SPECIFICALLY PRICED (NSP) ITEMS

CMAS contractors must be authorized providers of the hardware, software and/or services they offer under the Not Specifically Priced (NSP) Items provision.

Agency and CMAS contractor use of the NSP provision is subject to the following requirements:

1. Purchase orders containing only NSP items are prohibited.
2. A purchase order containing NSP items may be issued only if it results in the lowest overall alternative to the State.
3. NSP items shall be clearly identified in the order. Any product or service already specifically priced and included in the base contract may not be identified as an NSP item.

4. NSP Installation Services: The CMAS contractor is fully responsible for all installation services performed under the CMAS. Product installations must be performed by manufacturer authorized personnel and meet manufacturer documented specifications. The prime contractor, as well as any subcontractors, must hold any certifications and/or licenses required for the project. The total dollar value of all installation services included in the purchase order cannot exceed the dollar value of the products included in the purchase order, nor can they exceed the NSP Maximum Order Limitation.

5. Maximum Order Limitation: For orders \$250,000, or less, the total dollar value of all NSP items included in a purchase order shall not exceed \$5,000. For orders exceeding \$250,000, and at the option of the contractor, the total dollar value of all NSP items in a purchase order shall not exceed 5% of the total cost of the order, or \$25,000 whichever is lower.

6. An NSP item included in an order issued against a CMAS is subject to all of the terms and conditions set forth in the contract.

7. Trade-ins, upgrades, involving the swapping of boards, are permissible, where the contract makes specific provisions for this action. In those instances where it is permitted, the purchase order must include the replacement item and a notation that the purchase involves the swapping of a board.

The following NSP items ARE SPECIFICALLY EXCLUDED from any order issued under this CMAS:

1. Items not intended for use in directly supporting the priced items included in the same order. An NSP item must be subordinate to the specifically priced item that it is supporting. For example, a cable, which is not otherwise specifically priced in the base contract, is subordinate to a specifically priced printer or facsimile machine, and is eligible to be an NSP item subject to that cable meeting the remaining NSP requirements. However, a printer or facsimile machine, which is not otherwise specifically priced in the base contract, is not subordinate to a specifically priced cable, and is not eligible to be an NSP item.
2. Supply type items, except for the minimum amount necessary to provide initial support to the priced items included in the same order.
3. Items that do not meet the Productive Use Requirements for information technology products, per the SCM, Volume 3, Chapter 2, Section 2.B6.2 and SCM, Volume FI\$Cal, Chapter 2, Section 2.E3.2.
4. Any other item or class of items specifically excluded from the scope of this CMAS.

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5. Public Works components NOT incidental to the total purchase order amount.
6. Products or services the CMAS contractor is NOT factory authorized or otherwise certified or trained to provide.
7. Follow-on consultant services that were previously recommended or suggested by the same CMAS contractor.

The CMAS contractor is required to reject purchase orders containing NSP items that do not conform to the above requirements. The CMAS contractor will promptly notify the agency issuing the non-conforming order of its non-acceptance and the reasons for its non-acceptance.

STATE AND LOCAL GOVERNMENTS CAN USE CMAS

State and local government agency use of CMAS is optional. A local government is any city, county, city and county, district, or other local governmental body or corporation, including UC, CSU, K-12 schools and community colleges empowered to expend public funds. While the State makes this CMAS available, each local government agency should make its own determination whether the CMAS program is consistent with their procurement policies and regulations.

UPDATES AND/OR CHANGES

A CMAS amendment is not required for updates and/or changes once the update and/or change becomes effective for the federal GSA schedule, except as follows:

- A CMAS amendment is required when the CMAS is based on specific products and/or services from another contractor's multiple award contract and the contractor wants to add a new manufacturer's products and/or services.
- A CMAS amendment is required for new federal contract terms and conditions that constitute a material difference from existing contract terms and conditions. A material change has a potentially significant effect on the delivery, quantity or quality of items provided, the amount paid to the contractor or on the cost to the State.

A CMAS amendment is required to update and/or change terms and conditions and/or products and services based on a non-federal GSA multiple award contract.

SELF-DELETING FEDERAL GSA TERMS AND CONDITIONS

Instructions, or terms and conditions that appear in the Special Items or other provisions of the federal GSA and apply to the purchase, license, or rental (as applicable) of products or services by the U.S. Government in the United States, and/or to any overseas location shall be self-deleting. (Example: "Examinations of Records" provision).

Federal regulations and standards, such as Federal Acquisition Regulation (FAR), Federal Information Resources Management Regulation (FIRMR), Federal Information Processing Standards (FIPS), General Services Administration Regulation (GSAR), or Federal Installment Payment Agreement (FIPA) shall be self-deleting. Federal blanket orders and small order procedures are not applicable.

ORDER OF PRECEDENCE

The CMAS Terms and Conditions takes precedence if there is a conflict between the terms and conditions of the contractor's federal GSA, (or other multiple award contract), packaging, invoices, catalogs, brochures, technical data sheets or other documents (see CMAS Terms and Conditions, CONFLICT OF TERMS).

APPLICABLE CODES, POLICIES AND GUIDELINES

All California codes, policies, and guidelines are applicable. THE USE OF CMAS DOES NOT REDUCE OR RELIEVE STATE AGENCIES OF THEIR RESPONSIBILITY TO MEET STATEWIDE REQUIREMENTS REGARDING CONTRACTING OR THE PROCUREMENT OF GOODS OR SERVICES. Most procurement and contract codes, policies, and guidelines are incorporated into CMAS agreements. Nonetheless, there is no guarantee that every possible requirement that pertains to all the different and unique State processes has been included.

PAYMENTS AND INVOICES

1. Payment Terms

Payment terms for this CMAS are net 45 days.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code (GC) § 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of goods or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

2. Payee Data Record (Std. 204)

State Agencies not transacting in FI\$Cal, must obtain a copy of the Payee Data Record (Std. 204) in order to process payments. State Ordering Agencies forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State Agencies should contact the CMAS contractor for copies of the Payee Data Record.

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3. DGS Administrative and Incentive Fees

Orders from State Agencies:

The Department of General Services (DGS) will bill each State agency directly an administrative fee for use of CMAS. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS. This administrative fee is waived for CMAS purchase orders issued to California certified small businesses.

See the current administrative fees in the DGS Price Book at: www.dgs.ca.gov/ofs/Pricebook.aspx.

Orders from Local Government Agencies:

CMAS contractors, who are not California certified small businesses, are required to remit to the DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS. This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

4. Contractor Invoices

Unless otherwise stipulated, the CMAS contractor must send their invoices to the agency address set forth in the purchase order. Invoices shall be submitted in triplicate and shall include the following:

- CMAS number
- Agency purchase order number
- Agency Bill Code
- Line item number
- Unit price
- Extended line item price
- Invoice total

State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

The company name on the CMAS, purchase order and invoice must match or the State Controller's Office will not approve payment.

5. Advance Payments

Advance payment is allowed for services only under limited, narrowly defined circumstances, e.g., between specific departments and certain types of non-profit organizations, or when paying another government agency (Government Code (GC) § 11256 – 11263 and 11019).

It is NOT acceptable to pay in advance, except software maintenance and license fees, which are considered a subscription and may be paid in advance if a provision addressing payment in advance is included in the purchase order.

Software warranty upgrades and extensions may also be paid for in advance, one time.

6. Credit Card

AMS.NET Inc. accepts the State of California credit card (CAL-Card).

A purchase order is required even when the ordering department chooses to pay the CMAS contractor via the CAL-Card. Also, the DGS administrative fee is applicable for all CMAS orders to suppliers not California certified as a small business.

7. Lease/Purchase Analysis

State agencies must complete a Lease/Purchase Analysis (LPA) to determine best value when contemplating a lease/rental, and retain a copy for future audit purposes (State Administrative Manual (SAM) § 3710).

For short-term rental equipment, the lease/purchase analysis must be approved by the Department of General Services, Office of legal Services.

The lease/purchase analysis for all other purchases must be approved by the Department of General Services, GS \$Mart State Financial Marketplace. Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

8. Leasing

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Supplier will invoice the State and the State will approve the invoice and the selected Lender/Lessor for all product listed on the State's procurement document will pay the supplier on behalf of the State.

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Buyers may contact the GS \$Mart™ Administrator, Patrick Mullen by phone at (916) 375-4617 or via e-mail at patrick.mullen@dgs.ca.gov for further information.

9. Maintenance Tax

The California Department of Tax and Fee Administration has ruled that in accordance with Section 1546 of the Sales and Use Tax Regulations of the Business Taxes Law Guide, whenever optional maintenance contracts include consumable supplies, such supplies are subject to sales tax.

Generally, the State has two options:

1. For agreements that provide for only maintenance services (i.e., the furnishing of labor and parts necessary to maintain equipment), the charges for the provision of maintenance services are not taxable.
2. For agreements that provide for both maintenance services and consumable supply items (i.e., toner, developer, and staples, for example), the provision of the consumable supplies is considered a taxable sale of tangible personal property. Therefore, State agencies awarding optional maintenance contracts are responsible for paying the applicable sales tax on the consumable supplies used during the performance period of the maintenance contract.

The Contractor will be required to itemize the consumables being taxed for State accounting purposes.

CONTRACTOR QUARTERLY REPORT PROCESS

CMAS contractors are required to submit a detailed CMAS Business Activity Report on a quarterly basis to the CMAS Unit. See Attachment B for a copy of this form and instructions.

This report shall be mailed to:

Department of General Services
Procurement Division – CMAS Unit
Attention: Quarterly Report Processing
PO Box 989052, MS #2-202
West Sacramento, CA 95798-9052

Reports that include checks for incentive fees must be mailed and shall not be e-mailed. All other reports may be e-mailed to the attention of Quarterly Report Processing as follows:

CMAS Unit E-Mail: cmas@dgs.ca.gov

For the full instructions on completing and submitting CMAS Quarterly Business Activity Reports, and a soft copy of a blank quarterly report form, go to www.dgs.ca.gov/pd/Programs/Leveraged/CMAS.aspx, and then select "For Suppliers/Contractors".

Important things to remember regarding CMAS Quarterly Business Activity Reports (referred to as "reports" below):

- A report is required for each CMAS, each quarter, even when no new purchase orders are received in the quarter.
- A separate report is required for each CMAS.
- **Each purchase order must be reported only once in the quarter identified by the purchase order date, regardless of when the services were performed, the products were delivered, the invoice was sent, or the payment was received.**
- Purchase orders from State and local government agencies must be separated on the report, as shown in the instructions.
- CMAS contractors must report the sales activity for all resellers listed on their CMAS.
- Any report that does not follow the required format or excludes required information will be deemed incomplete and returned to the CMAS contractor for corrections.
- Taxes and freight must not be included in the report.
- CMAS contractors who are not California certified small businesses must attach to their quarterly report a check covering the required incentive fee for all CMAS sales to local government agencies (see more information below).
- New CMAS agreements, renewals, extensions, and modifications will be approved only if the CMAS contractor has submitted all required quarterly reports and incentive fees.

CMAS Quarterly Business Activity Reports are due in the CMAS Unit within two weeks after the end of each quarter as shown below:

Quarter 1	Jan 1 to Mar 31	Due Apr 15
Quarter 2	Apr 1 to Jun 30	Due Jul 15
Quarter 3	Jul 1 to Sep 30	Due Oct 15
Quarter 4	Oct 1 to Dec 31	Due Jan 15

CONTRACTOR QUARTERLY INCENTIVE FEES

CMAS contractors who are not California certified small businesses must remit to DGS an incentive fee equal to 1% of the total of all local government agency orders (excluding sales tax and freight) placed against their CMAS agreement(s). This incentive fee is in lieu of local government agencies being billed the above referenced DGS administrative fee.

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CMAS contractors cannot charge local government agencies an additional 1% charge on a separate line item to cover the incentive fee. The CMAS contractor must include the 1% incentive fee in the price of the products or services offered, and the line item prices must not exceed the applicable base contract prices.

A local government agency is any city, county, district, or other local governmental body, including the California State University (CSU) and University of California (UC) systems, K-12 public schools and community colleges empowered to expend public funds.

This incentive fee is waived for CMAS purchase orders issued to California certified small businesses.

The check covering this fee shall be made payable to the Department of General Services, CMAS Unit, and mailed to the CMAS Unit along with the applicable Quarterly Report. See the provision in this CMAS entitled "Contractor Quarterly Report Process" for information on when and where to send these checks and reports.

OBTAINING COPY OF ORIGINAL CMAS AND SUPPLEMENTS

A copy of a CMAS and supplements, if any, can be obtained at caleprocure.ca.gov. A complete CMAS consists of the following:

- CMAS cover pages (which includes the signature page, ordering instructions and special provisions, and any attachments or exhibits as prepared by the CMAS Unit)
- CMAS Terms and Conditions.
- Federal GSA (or Non-GSA) terms and conditions
- Product/service listing and prices
- Supplements, if applicable.

It is important for the agency to confirm that the required products, services, and prices are included in the CMAS and are at or below base contract rates. To streamline substantiation that the needed items are in the base contract, the agencies should ask the CMAS contractor to identify the specific pages from the base contract that include the required products, services, and prices. Agencies should save these pages for their file documentation.

CONTRACTORS ACTING AS FISCAL AGENTS ARE PROHIBITED

When a subcontractor ultimately provides all of the products or performs all of the services that a CMAS contractor has agreed to provide, and the prime contractor only handles the invoicing of expenditures, then the prime contractor's role becomes that of a fiscal agent because it is merely administrative in nature, and does not provide a Commercially Useful Function (CUF). It is unacceptable to use fiscal agents in this manner because the agency is paying unnecessary administrative costs.

AGENCY RESPONSIBILITY

Each agency is responsible for its own contracting program and purchasing decisions, including use of the CMAS program and associated outcomes.

This responsibility includes, but is not necessarily limited to, ensuring the necessity of the services, securing appropriate funding, complying with laws and policies, preparing the purchase order in a manner that safeguards the State's interests, obtaining required approvals, and documenting compliance with Government Code (GC) § 19130.b (3) for outsourcing services.

It is the responsibility of each agency to consult as applicable with their legal staff and contracting offices for advice depending upon the scope or complexity of the purchase order.

If you do not have legal services available to you within your agency, the DGS Office of Legal Services is available to provide services on a contractual basis.

CONFLICT OF INTEREST

Agencies must evaluate the proposed purchase order to determine if there are any potential conflict of interest issues. See the CMAS Terms and Conditions, Conflict of Interest, for more information.

FEDERAL DEBARMENT

When federal funds are being expended, the agency is required to obtain (retain in file) a signed "Federal Debarment" certification from the CMAS contractor before the purchase order is issued.

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

CONTRACTOR TRAVEL

The Travel provision is not applicable to this CMAS.

LIQUIDATED DAMAGES FOR LATE DELIVERY

The value of the liquidated damages cannot be a penalty, must be mutually agreed upon by agency and contractor and included in the purchase order to be applicable.

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ACCEPTANCE TESTING CRITERIA

If the agency wants to include acceptance testing for all newly installed technology systems, and individual equipment, and machines which are added or field modified (modification of a machine from one model to another) after a successful performance period, the test criteria must be included in the purchase order to be applicable.

AMERICANS WITH DISABILITY ACT (ADA)

Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22; California Government Code, Sections 11135, et seq.; and other federal and State laws, and Executive Orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities. See Attachment A for Procurement Division's ADA Compliance Policy of Nondiscrimination on the Basis of Disability.

Individual government agencies are responsible for self-compliance with ADA regulations.

Contractor sponsored events must provide reasonable accommodations for persons with disabilities.

DGS PROCUREMENT DIVISION CONTACT AND PHONE NUMBER

Department of General Services
Procurement Division, CMAS Unit
707 Third Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605-2811

Phone # (916) 375-4365

ATTACHMENT A

ADA NOTICE

Procurement Division (State Department of General Services)
AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE
POLICY OF NONDISCRIMINATION ON THE BASIS OF DISABILITY

To meet and carry out compliance with the nondiscrimination requirements of the Americans With Disabilities Act (ADA), it is the policy of the Procurement Division (within the State Department of General Services) to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodations for the Procurement process, please contact the Procurement Division at (916) 375-4400 (main office); the Procurement Division TTY/TDD (telephone device for the deaf) or California Relay Service numbers which are listed below. You may also contact directly the Procurement Division contact person who is handling this procurement.

IMPORTANT: TO ENSURE THAT WE CAN MEET YOUR NEED, IT IS BEST THAT WE RECEIVE YOUR REQUEST AT LEAST 10 WORKING DAYS BEFORE THE SCHEDULED EVENT (i.e., MEETING, CONFERENCE, WORKSHOP, etc.) OR DEADLINE DUE-DATE FOR PROCUREMENT DOCUMENTS.

The Procurement Division TTY telephone numbers are:

Sacramento Office: (916) 376-1891
Fullerton Office: (714) 773-2093

The California Relay Service Telephone Numbers are:

Voice 1-800-735-2922
TTY: 1-800-735-2929

**ATTACHMENT B
CMAS QUARTERLY BUSINESS ACTIVITY REPORT**

Company Name: _____ Reporting Calendar Year: _____ Revision

CMAS Number: _____ Reporting Quarter: Q1 (Jan-Mar) Q2 (Apr-Jun) Q3 (Jul-Sep) Q4 (Oct-Dec)

For Questions Regarding This Report Contact: _____

Name: _____

Phone Number: _____

E-mail: _____

Check Here if No New Orders for This Quarter

STATE AGENCY PURCHASES						
State Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total State Agency Dollars Reported for Quarter: \$ _____

LOCAL GOVERNMENT AGENCY PURCHASES						
Local Government Agency Name	Purchase Order Number	Purchase Order Date	Total Dollars Per Purchase Order	Agency Contact	Agency Address	Phone Number

Total Local Government Agency Dollars for Quarter: \$ _____ 1% Remitted to DGS (does not apply to CA certified S/Bs): \$ _____

Total of State and Local Government Agency Dollars Reported for this Quarter: \$ _____

ATTACHMENT B

CMAS QUARTERLY BUSINESS ACTIVITY REPORT

Instructions for completing the CMAS Quarterly Business Activity Report

1. Complete the top of the form with the appropriate information for your company.
2. **Agency Name** - Identify the State agency or Local Government agency that issued the order.
3. **Purchase Order Number** - Identify the purchase order number (and amendment number if applicable) on the order form. This is not your invoice number. This is the number the State agency or Local Government agency assigns to the order.
4. **Purchase Order Date** - Identify the date the purchase order was issued, as shown on the order. This is not the date you received, accepted, or invoiced the order.
5. **Total Dollars Per PO** - Identify the total dollars of the order excluding tax and freight. Tax must NOT be included in the quarterly report, even if the agency includes tax on the purchase order. The total dollars per order should indicate the entire purchase order amount (less tax and freight) regardless of when you invoice order, perform services, deliver product, or receive payment.
6. **Agency Contact** - Identify the ordering agency's contact person on the purchase order.
7. **Agency Address** - Identify the ordering agency's address on the purchase order.
8. **Phone Number** - Identify the phone number for the ordering agency's contact person.
9. **Total State Sales & Total Local Sales** - Separately identify the total State dollars and/or Local Government agency dollars (pre-tax) for all orders placed in quarter.
10. **1% Remitted to DGS** - Identify 1% of the total Local Government agency dollars reported for the quarter. This is the amount to be remitted to DGS by contractors who are not California certified small businesses.
11. **Grand Total** - Identify the total of all State and Local Government agency dollars reported for the quarter.

Notes:

- A report is required for each CMAS, each quarter, even if there are no new orders for the quarter.
- Quarterly reports are due two weeks after the end of the quarter.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

1. **DEFINITIONS:** Unless otherwise specified in the Statement of Work the following terms shall be given the meaning shown, unless context requires otherwise.
- a) **"Acceptance Tests"** means those tests performed during the Performance Period which are intended to determine compliance of Equipment and Software with the specifications and all other Attachments incorporated herein by reference and to determine the reliability of the Equipment.
 - b) **"Application Program"** means a computer program which is intended to be executed for the purpose of performing useful work for the user of the information being processed. Application programs are developed or otherwise acquired by the user of the Hardware/Software system, but they may be supplied by the Contractor.
 - c) **"Attachment"** means a mechanical, electrical, or electronic interconnection to the Contractor-supplied Machine or System of Equipment, manufactured by other than the original Equipment manufacturer, that is not connected by the Contractor.
 - d) **"Business entity"** means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability company, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute.
 - e) **"Buyer"** means the State's authorized contracting official.
 - f) **"Commercial Hardware"** means Hardware developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - g) **"Commercial Software"** means Software developed or regularly used that: (i) has been sold, leased, or licensed to the general public; (ii) has been offered for sale, lease, or license to the general public; (iii) has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this Contract; or (iv) satisfies a criterion expressed in (i), (ii), or (iii) above and would require only minor modifications to meet the requirements of this Contract.
 - h) **"Contract"** means this Contract or agreement (including any purchase order), by whatever name known or in whatever format used.
 - i) **"Custom Software"** means Software that does not meet the definition of Commercial Software.
 - j) **"Contractor"** means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor" or other similar term.
 - k) **"Data Processing Subsystem"** means a complement of Contractor-furnished individual Machines, including the necessary controlling elements (or the functional equivalent), Operating Software and Software, if any, which are acquired to operate as an integrated group, and which are interconnected entirely by Contractor-supplied power and/or signal cables; e.g., direct access controller and drives, a cluster of terminals with their controller, etc.
 - l) **"Data Processing System (System)"** means the total complement of Contractor-furnished Machines, including one or more central processors (or instruction processors), Operating Software which are acquired to operate as an integrated group.
 - m) **"Deliverables"** means Goods, Software, Information Technology, telecommunications technology, Hardware, and other items (e.g. reports) to be delivered pursuant to this Contract, including any such items furnished incident to the provision of services.
 - n) **"Designated CPU(s)"** means for each product, if applicable, the central processing unit of the computers or the server unit, including any associated peripheral units. If no specific "Designated CPU(s)" are specified on the Contract, the term shall mean any and all CPUs located at the site specified therein.
 - o) **"Documentation"** means manuals and other printed materials necessary or useful to the State in its use or maintenance of the Equipment or Software provided hereunder. Manuals and other printed materials customized for the State hereunder constitute Work Product if such materials are required by the Statement of Work.
 - p) **"Equipment"** is an all-inclusive term which refers either to individual Machines or to a complete Data Processing System or subsystem, including its Hardware and Operating Software (if any).
 - q) **"Equipment Failure"** is a malfunction in the Equipment, excluding all external factors, which prevents the accomplishment of the Equipment's intended function(s). If microcode or Operating Software residing in the Equipment is necessary for the proper operation of the Equipment, a failure of such microcode or Operating Software which prevents the accomplishment of the Equipment's intended functions shall be deemed to be an Equipment Failure.
 - r) **"Facility Readiness Date"** means the date specified in the Statement of Work by which the State must have the site prepared and available for Equipment delivery and installation.
 - s) **"Goods"** means all types of tangible personal property, including but not limited to materials, supplies, and Equipment (including computer and telecommunications Equipment).

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- t) **"Hardware"** usually refers to computer Equipment and is contrasted with Software. See also Equipment.
- u) **"Installation Date"** means the date specified in the Statement of Work by which the Contractor must have the ordered Equipment ready (certified) for use by the State.
- v) **"Information Technology"** includes, but is not limited to, all electronic technology systems and services, automated information handling, System design and analysis, conversion of data, computer programming, information storage and retrieval, telecommunications which include voice, video, and data communications, requisite System controls, simulation, electronic commerce, and all related interactions between people and Machines.
- w) **"Machine"** means an individual unit of a Data Processing System or subsystem, separately identified by a type and/or model number, comprised of but not limited to mechanical, electro-mechanical, and electronic parts, microcode, and special features installed thereon and including any necessary Software, e.g., central processing unit, memory module, tape unit, card reader, etc.
- x) **"Machine Alteration"** means any change to a Contractor-supplied Machine which is not made by the Contractor, and which results in the Machine deviating from its physical, mechanical, electrical, or electronic (including microcode) design, whether or not additional devices or parts are employed in making such change.
- y) **"Maintenance Diagnostic Routines"** means the diagnostic programs customarily used by the Contractor to test Equipment for proper functioning and reliability.
- z) **"Manufacturing Materials"** means parts, tools, dies, jigs, fixtures, plans, drawings, and information produced or acquired, or rights acquired, specifically to fulfill obligations set forth herein.
- aa) **"Mean Time Between Failure (MTBF)"** means the average expected or observed time between consecutive failures in a System or component.
- bb) **"Mean Time to Repair (MTTR)"** means the average expected or observed time required to repair a System or component and return it to normal operation.
- cc) **"Operating Software"** means those routines, whether or not identified as Program Products, that reside in the Equipment and are required for the Equipment to perform its intended function(s), and which interface the operator, other Contractor-supplied programs, and user programs to the Equipment.
- dd) **"Operational Use Time"** means for performance measurement purposes, that time during which Equipment is in actual operation by the State. For maintenance Operational Use Time purposes, that time during which Equipment is in actual operation and is not synonymous with power on time.
- ee) **"Period of Maintenance Coverage"** means the period of time, as selected by the State, during which maintenance services are provided by the Contractor for a fixed monthly charge, as opposed to an hourly charge for services rendered. The Period of Maintenance Coverage consists of the Principal Period of Maintenance and any additional hours of coverage per day, and/or increased coverage for weekends and holidays.
- ff) **"Preventive Maintenance"** means that maintenance, performed on a scheduled basis by the Contractor, which is designed to keep the Equipment in proper operating condition.
- gg) **"Principal Period of Maintenance"** means any nine consecutive hours per day (usually between the hours of 7:00 a.m. and 6:00 p.m.) as selected by the State, including an official meal period not to exceed one hour, Monday through Friday, excluding holidays observed at the installation.
- hh) **"Programming Aids"** means Contractor-supplied programs and routines executable on the Contractor's Equipment which assists a programmer in the development of applications including language processors, sorts, communications modules, data base management systems, and utility routines, (tape-to-disk routines, disk-to-print routines, etc.).
- ii) **"Program Product"** means programs, routines, subroutines, and related items which are proprietary to the Contractor and which are licensed to the State for its use, usually on the basis of separately stated charges and appropriate contractual provisions.
- jj) **"Remedial Maintenance"** means that maintenance performed by the Contractor which results from Equipment (including Operating Software) failure, and which is performed as required, i.e., on an unscheduled basis.
- kk) **"Software"** means an all-inclusive term which refers to any computer programs, routines, or subroutines supplied by the Contractor, including Operating Software, Programming Aids, Application Programs, and Program Products.
- ll) **"Software Failure"** means a malfunction in the Contractor-supplied Software, other than Operating Software, which prevents the accomplishment of work, even though the Equipment (including its Operating Software) may still be capable of operating properly. For Operating Software failure, see definition of Equipment Failure.
- mm) **"State"** means the government of the State of California, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of California.
- nn) **"System"** means the complete collection of Hardware, Software and services as described in this Contract,

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

integrated and functioning together, and performing in accordance with this Contract.

oo) **"U.S. Intellectual Property Rights"** means intellectual property rights enforceable in the United States of America, including without limitation rights in trade secrets, copyrights, and U.S. patents.

2. **CONTRACT FORMATION:** If this Contract results from a Letter of Offer, then Contractor's offer is deemed a firm offer and this Contract document is the State's acceptance of that offer.

3. **COMPLETE INTEGRATION:** This Contract, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous different or additional agreements pertaining to the subject matter of the Contract.

4. **SEVERABILITY:** The Contractor and the State agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provision shall promptly inform the other of the presumed non-applicability of such provision.

5. **INDEPENDENT CONTRACTOR:** Contractor and the agents and employees of Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers or employees or agents of the State.

6. **APPLICABLE LAW:** This Contract shall be governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Contract shall be in Sacramento County, Sacramento, California. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Contract.

7. **COMPLIANCE WITH STATUTES AND REGULATIONS:**

- a) The State and the Contractor warrants and certifies that in the performance of this Contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California. The Contractor agrees to indemnify the State against any loss, cost, damage or liability by reason of the Contractor's violation of this provision.
- b) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- c) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is

otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

d) If this Contract is in excess of \$554,000, it is subject to the requirements of the World Trade Organization (WTO) Government Procurement Agreement (GPA).

e) To the extent that this Contract falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention, regarding accessibility of its products or services.

8. **CONTRACTOR'S POWER AND AUTHORITY:** The Contractor warrants that it has full power and authority to grant the rights herein granted and will hold the State harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) arising out of any breach of this warranty. Further, Contractor avers that it will not enter into any arrangement with any third party which might abridge any rights of the State under this Contract.

a) The State will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and

b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

9. **CMAS -- ASSIGNMENT:**

a) This Contract shall not be assignable by the Contractor in whole or in part without the written consent of the State. The State's consent shall not be unreasonably withheld or delayed. For the purpose of this paragraph, State will

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

- b) Should the State desire financing of the assets provided hereunder through GS\$Mart, the State's financial marketplace, the Contractor agrees to assign to a State-designated lender its right to receive payment from the State for the assets in exchange for payment by the lender of the cash purchase price for the assets. Upon notice to do so from the State-designated lender at any time prior to payment by the State for the assets, the Contractor will execute and deliver to the State-designated lender an assignment agreement and any additional documents necessary for the State selected financing plan. The State-designated lender will pay the Contractor according to the terms of the Contractor's invoice upon acceptance of the assets by the State.

10. WAIVER OF RIGHTS: Any action or inaction by the State or the failure of the State on any occasion, to enforce any right or provision of the Contract, shall not be construed to be a waiver by the State of its rights hereunder and shall not prevent the State from enforcing such provision or right on any future occasion. The rights and remedies of the State herein are cumulative and are in addition to any other rights or remedies that the State may have at law or in equity.

11. CMAS -- ORDER OF PRECEDENCE: In the event of any inconsistency between the articles, attachments, specifications or provisions which constitute this Contract, the following order of precedence shall apply:

- a) These General Provisions – Information Technology (In the instances provided herein where the paragraph begins: "Unless otherwise specified in the Statement of Work" provisions specified in the Statement of Work replacing these paragraphs shall take precedence over the paragraph referenced in these General Provisions);
- b) Contract form, i.e., Purchase Order STD 65, Standard Agreement STD 213, etc., and any amendments thereto;
- c) Other Special Provisions;
- d) Federal GSA (or other multiple award) terms and conditions;
- e) Statement of work, including any specifications incorporated by reference herein; and
- f) All other attachments incorporated in the Contract by reference.

12. PACKING AND SHIPMENT:

- a) All Goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:
 - i) show the number of the container and the total number of containers in the shipment; and

ii) the number of the container in which the packing sheet has been enclosed.

- b) All shipments by Contractor or its subcontractors must include packing sheets identifying: the State's Contract number; item number; quantity and unit of measure; part number and description of the Goods shipped; and appropriate evidence of inspection, if required. Goods for different Contracts shall be listed on separate packing sheets.
- c) Shipments must be made as specified in this Contract, as it may be amended, or otherwise directed in writing by the State's Transportation Management Unit within the Department of General Services, Procurement Division.

13. TRANSPORTATION COSTS AND OTHER FEES OR EXPENSES: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in the Contract.

- a) The Contractor must strictly follow Contract requirements regarding Free on Board (F.O.B.), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the Buyer.
- b) If "prepay and add" is selected, supporting freight bills are required when over \$50, unless an exact freight charge is approved by the Transportation Management Unit within the Department of General Services Procurement Division and a waiver is granted.
- c) On "F.O.B. Shipping Point" transactions, should any shipments under the Contract be received by the State in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the Equipment and/or material, Contractor, on request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the Equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

14. DELIVERY: The Contractor shall strictly adhere to the delivery and completion schedules specified in this Contract. Time, if stated as a number of days, shall mean calendar days unless otherwise specified. The quantities specified herein are the only quantities required. If the Contractor delivers in excess of the quantities specified herein, the State shall not be required to make any payment for the excess Deliverables, and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

15. **SUBSTITUTIONS:** Substitution of Deliverables may not be tendered without advance written consent of the Buyer. Contractor shall not use any specification in lieu of those contained in the Contract without written consent of the Buyer.
16. **INSPECTION, ACCEPTANCE AND REJECTION:** Unless otherwise specified in the Statement of Work:
- a) When acquiring Commercial Hardware or Commercial Software, the State shall rely on Contractor's existing quality assurance system as a substitute for State inspection and testing. For all other acquisitions, Contractor and its subcontractors will provide and maintain a quality assurance system acceptable to the State covering Deliverables and services under this Contract and will tender to the State only those Deliverables that have been inspected and found to conform to this Contract's requirements. The Contractor will keep records evidencing inspections and their result, and will make these records available to the State during Contract performance and for three years after final payment. The Contractor shall permit the State to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance System or other similar business practices related to performance of the Contract.
 - b) All Deliverables may be subject to inspection and test by the State or its authorized representatives.
 - c) The Contractor and its subcontractors shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to the State. The Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.
 - d) Subject to subsection 16 (a) above, all Deliverables may be subject to final inspection, test and acceptance by the State at destination, notwithstanding any payment or inspection at source.
 - e) The State shall give written notice of rejection of Deliverables delivered or services performed hereunder within a reasonable time after receipt of such Deliverables or performance of such services. Such notice of rejection will state the respects in which the Deliverables do not substantially conform to their specifications. If the State does not provide such notice of rejection within fifteen (15) days of delivery for purchases of Commercial Hardware or Commercial Software or thirty (30) days of delivery for all other purchases, such Deliverables and services will be deemed to have been accepted. Acceptance by the State will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that the State might have at law or by express reservation in this Contract with respect to any nonconformity.
17. **SAMPLES:**
- a) Samples of items may be required by the State for inspection and specification testing and must be furnished free of expense to the State. The samples furnished must be identical in all respects to the products offered and/or specified in the Contract.
 - b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.
18. **CMAS -- WARRANTY:** The following warranty language is in addition to the warranty language provided in the federal GSA Multiple Award Schedule or other base Contract used to establish this CMAS Contract. When there is a conflict between the language, the following warranty language overrides.
- a) Unless otherwise specified in the Statement of Work, the warranties in this subsection a) begin upon delivery of the goods or services in question and end one (1) year thereafter. The Contractor warrants that (i) Deliverables and services furnished hereunder will substantially conform to the requirements of this Contract (including without limitation all descriptions, specifications, and drawings identified in the Statement of Work), and (ii) the Deliverables will be free from material defects in materials and workmanship. Where the parties have agreed to design specifications (such as a Detailed Design Document) and incorporated the same or equivalent in the Statement of Work directly or by reference, the Contractor will warrant that its Deliverables provide all material functionality required thereby. In addition to the other warranties set forth herein, where the Contract calls for delivery of Commercial Software, the Contractor warrants that such Software will perform in accordance with its license and accompanying Documentation. The State's approval of designs or specifications furnished by Contractor shall not relieve the Contractor of its obligations under this warranty.
 - b) The Contractor warrants that Deliverables furnished hereunder (i) will be free, at the time of delivery, of harmful code (i.e. computer viruses, worms, trap doors, time bombs, disabling code, or any similar malicious mechanism designed to interfere with the intended operation of, or cause damage to, computers, data, or Software); and (ii) will not infringe or violate any U.S. Intellectual Property Right. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any Commercial Software delivered hereunder, the Contractor will, upon the State's request, provide a new or clean install of the Software.
 - c) Unless otherwise specified in the Statement of Work:
 - (i) The Contractor does not warrant that any Software provided hereunder is error-free or that it will run without immaterial interruption.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- (ii) The Contractor does not warrant and will have no responsibility for a claim to the extent that it arises directly from (A) a modification made by the State, unless such modification is approved or directed by the Contractor, (B) use of Software in combination with or on products other than as specified by Contractor, or (C) misuse by the State.
- (iii) Where the Contractor resells Commercial Hardware or Commercial Software it purchased from a third party, Contractor, to the extent it is legally able to do so, will pass through an such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth above.
- d) All warranties, including special warranties specified elsewhere herein, shall inure to the State, its successors, assigns, customer agencies, and governmental users of the Deliverables or services.
- e) Except as may be specifically provided in the Statement of Work or elsewhere in this Contract, for any breach of the warranties provided in this Section, the State's exclusive remedy and Contractor's sole obligation will be limited to:
- i) re-performance, repair, or replacement of the nonconforming Deliverable (including without limitation an infringing Deliverable) or service; or
 - ii) should the State in its sole discretion consent, refund of all amounts paid by the State for the nonconforming Deliverable or service and payment to the State of any additional amounts necessary to equal the State's Cost to Cover. "Cost to Cover" means the cost, properly mitigated, of procuring Deliverables or services of equivalent capability, function, and performance. The payment obligation in subsection e)(ii) above will not exceed the limits on Contractor's liability set forth in the Section entitled "Limitation of Liability."
- f) EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION, CONTRACTOR MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- 19. SAFETY AND ACCIDENT PREVENTION:** In performing work under this Contract on State premises, the Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. The Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.
- 20. INSURANCE:** The Contractor shall maintain all commercial general liability insurance, workers' compensation insurance and any other insurance required under the Contract. The Contractor shall furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificate(s) is insufficient for this purpose. When performing work on state owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.
- 21. TERMINATION FOR NON-APPROPRIATION OF FUNDS:**
- a) If the term of this Contract extends into fiscal years subsequent to that in which it is approved, such continuation of the Contract is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated, the Contractor agrees to take back any affected Deliverables furnished under this Contract, terminate any services supplied to the State under this Contract, and relieve the State of any further obligation therefor.
 - b) The State agrees that if it appears likely that subsection a) above will be invoked, the State and Contractor shall agree to take all reasonable steps to prioritize work and Deliverables and minimize the incurrence of costs prior to the expiration of funding for this Contract.
 - c) THE STATE AGREES THAT IF PARAGRAPH a) ABOVE IS INVOKED, COMMERCIAL HARDWARE AND SOFTWARE THAT HAS NOT BEEN PAID FOR, SHALL BE RETURNED TO THE CONTRACTOR IN SUBSTANTIALLY THE SAME CONDITION IN WHICH DELIVERED TO THE STATE, SUBJECT TO NORMAL WEAR AND TEAR. THE STATE FURTHER AGREES TO PAY FOR PACKING, CRATING, TRANSPORTATION TO CONTRACTOR'S NEAREST FACILITY AND FOR REIMBURSEMENT TO THE CONTRACTOR FOR EXPENSES INCURRED FOR THEIR ASSISTANCE IN SUCH PACKING AND CRATING.
- 22. TERMINATION FOR THE CONVENIENCE OF THE STATE:**
- a) The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee, shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof.

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- b) After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The Contractor shall:
- (i) Stop work as specified in the Notice of Termination.
 - (ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continuing portion of the Contract.
 - (iii) Terminate all subcontracts to the extent they relate to the work terminated.
 - (iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts;
- c) After termination, the Contractor shall submit a final termination settlement proposal to the State in the form and with the information prescribed by the State. The Contractor shall submit the proposal promptly, but no later than 90 days after the effective date of termination, unless a different time is provided in the Statement of Work or in the Notice of Termination.
- d) The Contractor and the State may agree upon the whole or any part of the amount to be paid as requested under subsection (c) above.
- e) Unless otherwise set forth in the Statement of Work, if the Contractor and the State fail to agree on the amount to be paid because of the termination for convenience, the State will pay the Contractor the following amounts; provided that in no event will total payments exceed the amount payable to the Contractor if the Contract had been fully performed:
- (i) The Contract price for Deliverables or services accepted or retained by the State and not previously paid for, adjusted for any savings on freight and other charges; and
 - (ii) The total of:
 - A) The reasonable costs incurred in the performance of the work terminated, including initial costs and preparatory expenses allocable thereto, but excluding any cost attributable to Deliverables or services paid or to be paid;
 - B) The reasonable cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the Contract; and
 - C) Reasonable storage, transportation, demobilization, unamortized overhead and capital costs, and other costs reasonably incurred by the Contractor in winding down and terminating its work.
- f) The Contractor will use generally accepted accounting principles, or accounting principles otherwise agreed to in writing by the parties, and sound business practices in determining all costs claimed, agreed to, or determined under this clause.
- 23. TERMINATION FOR DEFAULT:**
- a) The State may, subject to the clause titled "Force Majeure" and to sub-section d) below, by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to:
 - i) Deliver the Deliverables or perform the services within the time specified in the Contract or any amendment thereto;
 - ii) Make progress, so that the lack of progress endangers performance of this Contract; or
 - iii) Perform any of the other provisions of this Contract.
 - b) The State's right to terminate this Contract under subsection a) above, may be exercised only if the failure constitutes a material breach of this Contract and if the Contractor does not cure such failure within the time frame stated in the State's cure notice, which in no event will be less than fifteen (15) days, unless the Statement of Work calls for a different period.
 - c) If the State terminates this Contract in whole or in part pursuant to this Section, it may acquire, under terms and in the manner the Buyer considers appropriate, Deliverables or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those Deliverables and services, including without limitation costs third party vendors charge for Manufacturing Materials (but subject to the clause entitled "Limitation of Liability"). However, the Contractor shall continue the work not terminated.
 - d) If the Contract is terminated for default, the State may require the Contractor to transfer title, or in the case of licensed Software, license, and deliver to the State, as directed by the Buyer, any:
 - (i) completed Deliverables,
 - (ii) partially completed Deliverables, and,
 - (iii) subject to provisions of sub-section e) below, Manufacturing Materials related to the terminated portion of this Contract. Nothing in this sub-section d) will be construed to grant the State rights to Deliverables that it would not have received had this Contract been fully performed. Upon direction of the Buyer, the Contractor shall also protect and preserve property in its possession in which the State has an interest.
 - e) The State shall pay Contract price for completed Deliverables delivered and accepted and items the State requires the Contractor to transfer under section (d) above. Unless the Statement of Work calls for different procedures or requires no-charge delivery of materials, the Contractor and Buyer shall attempt to agree on the amount of payment for Manufacturing Materials and other

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materials delivered and accepted by the State for the protection and preservation of the property; provided that where the Contractor has billed the State for any such materials, no additional charge will apply. Failure to agree will constitute a dispute under the Disputes clause. The State may withhold from these amounts any sum it determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

- f) If, after termination, it is determined by a final decision that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the State.
- g) Both parties, State and Contractor, upon any termination for default, have a duty to mitigate the damages suffered by it.
- h) The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this Contract, and are subject to the clause titled "Limitation of Liability."

24. FORCE MAJEURE: Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include, but are not limited to:

- a) Acts of God or of the public enemy, and
- b) Acts of the federal or State government in either its sovereign or contractual capacity.

If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform.

25. RIGHTS AND REMEDIES OF STATE FOR DEFAULT:

- a) In the event any Deliverables furnished or services provided by the Contractor in the performance of the Contract should fail to conform to the requirements herein, or to the sample submitted by the Contractor, the State may reject the same, and it shall become the duty of the Contractor to reclaim and remove the item promptly or to correct the performance of services, without expense to the State, and immediately replace all such rejected items with others conforming to the Contract.
- b) In addition to any other rights and remedies the State may have, the State may require the Contractor, at Contractor's expense, to ship Deliverables via air freight or expedited routing to avoid or minimize actual or potential delay if the delay is the fault of the Contractor.
- c) In the event of the termination of the Contract, either in whole or in part, by reason of default or breach by the

Contractor, any loss or damage sustained by the State in procuring any items which the Contractor agreed to supply shall be borne and paid for by the Contractor (but subject to the clause entitled "Limitation of Liability").

- d) The State reserves the right to offset the reasonable cost of all damages caused to the State against any outstanding invoices or amounts owed to Contractor or to make a claim against the Contractor therefore.

26. LIMITATION OF LIABILITY:

- a) Except as may be otherwise approved by the Department of General Services Deputy Director, Procurement Division or their designee, Contractor's liability for damages to the State for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price. For purposes of this sub-section a), "Purchase Price" will mean the aggregate Contract price; except that, with respect to a Contract under which multiple purchase orders will be issued (e.g., a Master Agreement or Multiple Award Schedule Contract), "Purchase Price" will mean the total price of the purchase order for the Deliverable(s) or service(s) that gave rise to the loss, such that Contractor will have a separate limitation of liability for each purchase order.
- b) The foregoing limitation of liability shall not apply (i) to any liability under the General Provisions entitled "Compliance with Statutes and Regulations"; (ii) to liability under the General Provisions entitled "Patent, Copyright, and Trade Secret Indemnity" or to any other liability (including without limitation indemnification obligations) for infringement of third party intellectual property rights; (iii) to claims arising under provisions herein calling for indemnification for third party claims against the State for death, bodily injury to persons or damage to real or tangible personal property caused by Contractor's negligence or willful misconduct; or (iv) to costs or attorney's fees that the State becomes entitled to recover as a prevailing party in any action.
- c) The State's liability for damages for any cause whatsoever, and regardless of the form of action, whether in Contract or in tort, shall be limited to the Purchase Price, as that term is defined in subsection a) above. Nothing herein shall be construed to waive or limit the State's sovereign immunity or any other immunity from suit provided by law.
- d) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special, or punitive damages, even if notification has been given as to the possibility of such damages, except (i) to the extent that Contractor's liability for such damages is specifically set forth in the Statement of Work or (ii) to the extent that Contractor's liability for such damages arises out of subsection b)(i), b)(ii), or b)(iv) above.

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27. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.
- b) The Contractor shall not be liable for damages arising out of or caused by an alteration or an Attachment not made or installed by the Contractor, or for damage to alterations or Attachments that may result from the normal operation and maintenance of the Deliverables provided by the Contractor during the Contract.

28. INDEMNIFICATION: The Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses due to the injury or death of any individual, or the loss or damage to any real or tangible personal property, resulting from the willful misconduct or negligent acts or omissions of the Contractor or any of its affiliates, agents, subcontractors, employees, suppliers, or laborers furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract. Such defense and payment will be conditional upon the following:

- a) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (i) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (ii) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (iii) the State will reasonably cooperate in the defense and in any related settlement negotiations.

29. INVOICES: Unless otherwise specified, invoices shall be sent to the address set forth herein. Invoices shall be submitted in

triplicate and shall include the Contract number; release order number (if applicable); item number; unit price, extended item price and invoice total amount. State sales tax and/or use tax shall be itemized separately and added to each invoice as applicable.

30. REQUIRED PAYMENT DATE: Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than 45 days after (i) the date of acceptance of Deliverables or performance of services; or (ii) receipt of an undisputed invoice, whichever is later.

31. TAXES: Unless otherwise required by law, the State of California is exempt from Federal excise taxes. The State will only pay for any State or local sales or use taxes on the services rendered or Goods supplied to the State pursuant to this Contract.

32. NEWLY MANUFACTURED GOODS: All Goods furnished under this Contract shall be newly manufactured Goods or certified as new and warranted as new by the manufacturer; used or reconditioned Goods are prohibited, unless otherwise specified.

33. CONTRACT MODIFICATION: No amendment or variation of the terms of this Contract shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Contract is binding on any of the parties.

34. CONFIDENTIALITY OF DATA: All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this Contract, or which become available to the Contractor in carrying out this Contract, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession without

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obligation of confidentiality, is independently developed by the Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

35. NEWS RELEASES: Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Contract shall not be made without prior written approval of the Department of General Services.

36. DOCUMENTATION

- a) The Contractor agrees to provide to the State, at no charge, all Documentation as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder. The Contractor agrees to provide additional Documentation at prices not in excess of charges made by the Contractor to its other customers for similar Documentation.
- b) If the Contractor is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract then upon written notice by the State the Contractor will provide at Contractor's then current rates and fees adequate and reasonable assistance including relevant Documentation to allow the State to maintain the Equipment based on Contractor's methodology. The Contractor agrees that the State may reproduce such Documentation for its own use in maintaining the Equipment. If the Contractor is unable to perform maintenance, the Contractor agrees to license any other Contractor that the State may have hired to maintain the Equipment to use the above noted Documentation. The State agrees to include the Contractor's copyright notice on any such Documentation reproduced, in accordance with copyright instructions to be provided by the Contractor.

37. RIGHTS IN WORK PRODUCT:

- a) All inventions, discoveries, intellectual property, technical communications and records originated or prepared by the Contractor pursuant to this Contract including papers, reports, charts, computer programs, and other Documentation or improvements thereto, and including Contractor's administrative communications and records relating to this Contract (collectively, the "Work Product"), shall be Contractor's exclusive property. The provisions of this sub-section a) may be revised in a Statement of Work.
- b) Software and other materials developed or otherwise obtained by or for Contractor or its affiliates independently of this Contract or applicable purchase order ("Pre-Existing Materials") do not constitute Work Product. If the Contractor creates derivative works of Pre-Existing Materials, the elements of such derivative works created pursuant to this Contract constitute Work Product, but other elements do not. Nothing in this

Section 37 will be construed to interfere with Contractor's or its affiliates' ownership of Pre-Existing Materials.

- c) The State will have Government Purpose Rights to the Work Product as Deliverable or delivered to the State hereunder. "Government Purpose Rights" are the unlimited, irrevocable, worldwide, perpetual, royalty-free, non-exclusive rights and licenses to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product. "Government Purpose Rights" also include the right to release or disclose the Work Product outside the State for any State government purpose and to authorize recipients to use, modify, reproduce, perform, release, display, create derivative works from, and disclose the Work Product for any State government purpose. Such recipients of the Work Product may include, without limitation, State Contractors, California local governments, the U.S. federal government, and the State and local governments of other states. "Government Purpose Rights" do not include any rights to use, modify, reproduce, perform, release, display, create derivative works from, or disclose the Work Product for any commercial purpose.
 - d) The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this Contract by the Contractor or jointly by the Contractor and the State may be used by either party without obligation of notice or accounting.
 - e) This Contract shall not preclude the Contractor from developing materials outside this Contract that are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this Contract.
- 38. SOFTWARE LICENSE:** Unless otherwise specified in the Statement of Work, the Contractor hereby grants to the State and the State accepts from the Contractor, subject to the terms and conditions of this Contract, a perpetual, irrevocable, royalty-free, non-exclusive, license to use the Software Products in this Contract (hereinafter referred to as "Software Products").
- a) The State may use the Software Products in the conduct of its own business, and any division thereof
 - b) The license granted above authorized the State to use the Software Products in machine-readable form on the Computer System located at the site(s) specified in the Statement of Work. Said Computer System and its associated units (collectively referred to as CPU) are as designated in the Statement of Work. If the designated CPU is inoperative due to malfunction, the license herein granted shall be temporarily extended to authorize the State to use the Software Products, in machined-readable form, on any other State CPU until the designated CPU is returned to operation.

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- c) By prior written notice, the State may redesignate the CPU in which the Software Products are to be used provided that the redesignated CPU is substantially similar in size and scale at no additional cost. The redesignation shall not be limited to the original site and will be effective upon the date specified in the notice of redesignation.
- d) Acceptance of Commercial Software (including third party Software) and Custom Software will be governed by the terms and conditions of this Contract.
- 39. PROTECTION OF PROPRIETARY SOFTWARE AND OTHER PROPRIETARY DATA:** The State agrees that all material appropriately marked or identified in writing as proprietary, and furnished hereunder are provided for State's exclusive use for the purposes of this Contract only. All such proprietary data shall remain the property of the Contractor. The State agrees to take all reasonable steps to insure that such proprietary data are not disclosed to others, without prior written consent of the Contractor, subject to the California Public Records Act. The State will insure, prior to disposing of any media, that any licensed materials contained thereon have been erased or otherwise destroyed. The State agrees that it will take appropriate action by instruction, agreement or otherwise with its employees or other persons permitted access to licensed software and other proprietary data to satisfy its obligations under this Contract with respect to use, copying, modification, protection and security of proprietary software and other proprietary data.
- 40. RIGHT TO COPY OR MODIFY:**
- a) Any Software Product provided by the Contractor in machine-readable form may be copied, in whole or in part, in printed or machine-readable form for use by the State with the designated CPU, to perform one-time benchmark tests, for archival or emergency restart purposes, to replace a worn copy, to understand the contents of such machine-readable material, or to modify the Software Product as provided below; provided, however, that no more than the number of printed copies and machine-readable copies as specified in the Statement of Work will be in existence under this Contract at any time without prior consent of the Contractor. Such consent shall not be unreasonably withheld by the Contractor. The original, and any copies of the Software Product, in whole or in part, which are made hereunder shall be the property of the Contractor.
- b) The State may modify any non-personal computer Software Product, in machine-readable form, for its own use and merge it into other program material. Any portion of the Software Product included in any merged program material shall be used only on the designated CPUs and shall be subject to the terms and conditions of the Contract.
- 41. FUTURE RELEASES:** Unless otherwise specifically provided in the Contract, or the Statement of Work, if improved versions, e.g., patches, bug fixes, updates or releases, of any Software Product are developed by the contractor, and are made available to other licensees, they will be made available to the State at no additional cost only if such are made available to other licensees at no additional cost. If the Contractor offers new versions or upgrades to the Software Product, they shall be made available to the State at the State's option at a price not greater than the Contract price plus a price increase proportionate to the increase from the list price of the original version to that of the new version, if any. If the Software Product has no list price, such price increase will be proportionate to the increase in average price from the original to the new version, if any, as estimated by the Contractor in good faith.
- 42. ENCRYPTION/CPU ID AUTHORIZATION CODES:**
- a) When Encryption/CPU Identification (ID) authorization codes are required to operate the Software Products, the Contractor will provide all codes to the State with delivery of the Software.
- b) In case of an inoperative CPU, the Contractor will provide a temporary encryption/CPU ID authorization code to the State for use on a temporarily authorized CPU until the designated CPU is returned to operation.
- c) When changes in designated CPUs occur, the State will notify the Contractor via telephone and/or facsimile/e-mail of such change. Upon receipt of such notice, the Contractor will issue via telephone and/or facsimile/e-mail to the State within 24 hours, a temporary encryption ID authorization code for use on the newly designated CPU until such time as permanent code is assigned.
- 43. PATENT, COPYRIGHT AND TRADE SECRET INDEMNITY:**
- a) Contractor will indemnify, defend, and save harmless the State, its officers, agents, and employees, from any and all third party claims, costs (including without limitation reasonable attorneys' fees), and losses for infringement or violation of any U.S. Intellectual Property Right by any product or service provided hereunder. With respect to claims arising from computer Hardware or Software manufactured by a third party and sold by Contractor as a reseller, Contractor will pass through to the State such indemnity rights as it receives from such third party ("Third Party Obligation") and will cooperate in enforcing them; provided that if the third party manufacturer fails to honor the Third Party Obligation, Contractor will provide the State with indemnity protection equal to that called for by the Third Party Obligation, but in no event greater than that called for in the first sentence of this Section. The provisions of the preceding sentence apply only to third party computer Hardware or Software sold as a distinct unit and accepted by the State.

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Unless a Third Party Obligation provides otherwise, the defense and payment obligations set forth in this Section will be conditional upon the following:

- i) The State will notify the Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
 - ii) The Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that (a) when substantial principles of government or public law are involved, when litigation might create precedent affecting future State operations or liability, or when involvement of the State is otherwise mandated by law, the State may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (b) where a settlement would impose liability on the State, affect principles of California government or public law, or impact the authority of the State, the Department of General Services will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (c) the State will reasonably cooperate in the defense and in any related settlement negotiations.
- b) Should the Deliverables, or the operation thereof, become, or in the Contractor's opinion are likely to become, the subject of a claim of infringement or violation of a U.S. Intellectual Property Right, the State shall permit the Contractor at its option and expense either to procure for the State the right to continue using the Deliverables, or to replace or modify the same so that they become non-infringing. If none of these options can reasonably be taken, or if the use of such Deliverables by the State shall be prevented by injunction, the Contractor agrees to take back such Deliverables and make every reasonable effort to assist the State in procuring substitute Deliverables. If, in the sole opinion of the State, the return of such infringing Deliverables makes the retention of other Deliverables acquired from the Contractor under this Contract impractical, the State shall then have the option of terminating such Contracts, or applicable portions thereof, without penalty or termination charge. The Contractor agrees to take back such Deliverables and refund any sums the State has paid Contractor less any reasonable amount for use or damage.
- c) The Contractor shall have no liability to the State under any provision of this clause with respect to any claim of patent, copyright or trade secret infringement which is based upon:
- (i). The combination or utilization of Deliverables furnished hereunder with Equipment, Software or devices not made or furnished by the Contractor; or,
 - (ii) The operation of Equipment furnished by the Contractor under the control of any Operating

Software other than, or in addition to, the current version of Contractor-supplied Operating Software; or

- (iii) The modification initiated by the State, or a third party at the State's direction, of any Deliverable furnished hereunder; or
 - (iv) The combination or utilization of Software furnished hereunder with non-Contractor supplied Software.
- d) The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer Software in violation of copyright laws.

44. DISPUTES:

- a) The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Contractor shall submit to the Department Director or designee a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to or involving this Contract. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the State is liable. The contracting Department Director or designee shall have 30 days after receipt of Contractor's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of contractor's demand, it shall be deemed a decision adverse to the Contractor's contention. If the Contractor is not satisfied with the decision of the Department Director or designee, the Contractor may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30 day period in the event no decision is rendered by the contracting department), to the Department of General Services, Deputy Director, Procurement Division, who shall have 45 days to render a final decision. If the Contractor does not appeal the decision of the contracting Department Director or designee, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Contractor's administrative remedies.
- b) Pending the final resolution of any dispute arising under, related to or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of Goods or providing of services in accordance with the State's instructions regarding this

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Contract. Contractor's failure to diligently proceed in accordance with the State's instructions regarding this Contract shall be considered a material breach of this Contract.

- c) Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Deputy Director, Procurement Division if an appeal was made. If the Deputy Director, Procurement Division fails to render a final decision within 45 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- d) For disputes involving purchases made by the Department of General Services, Procurement Division, the Contractor shall submit to the Department Director or designee a written demand for a final decision, which shall be fully supported in the manner described in the subsection a above. The Department Director or designee shall have 30 days to render a final decision. If a final decision is not rendered within 30 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contention. The final decision shall be conclusive and binding regarding the dispute unless the Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

45. STOP WORK:

- a) The State may, at any time, by written Stop Work Order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period up to 45 days after the Stop Work Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the Stop Work Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 45 days after a Stop Work Order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the State shall either:
 - (i) Cancel the Stop Work Order; or

- (ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of this Contract.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Contractor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Contract price, or both, and the Contract shall be modified, in writing, accordingly, if:
 - (i) The Stop Work Order results in an increase in the time required for, or in the Contractor's cost properly allocable to the performance of any part of this Contract; and
 - (ii) The Contractor asserts its right to an equitable adjustment within 60 days after the end of the period of work stoppage; provided, that if the State decides the facts justify the action, the State may receive and act upon a proposal submitted at any time before final payment under this Contract.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for the Convenience of the State, the State shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Contractor for loss of profits because of a Stop Work Order issued under this clause.

46. EXAMINATION AND AUDIT: Contractor agrees that the State, or its designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Contract. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow the auditor(s) access to such records during normal business hours and in such a manner so as to not interfere unreasonably with normal business activities and to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract. The State shall provide reasonable advance written notice of such audit(s) to the Contractor.

47. FOLLOW-ON CONTRACTS:

- a) If the Contractor or its affiliates provides Technical Consulting and Direction (as defined below), the Contractor and its affiliates:
 - (i) will not be awarded a subsequent Contract to supply the service or system, or any significant component thereof, that is used for or in connection with any

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- subject of such Technical Consulting and Direction;
and
- (ii) will not act as consultant to any person or entity that does receive a Contract described in sub-section (i). This prohibition will continue for one (1) year after termination of this Contract or completion of the Technical Consulting and Direction, whichever comes later.
- b) "Technical Consulting and Direction" means services for which the Contractor received compensation from the State and includes:
- (i) development of or assistance in the development of work statements, specifications, solicitations, or feasibility studies;
 - (ii) development or design of test requirements;
 - (iii) evaluation of test data;
 - (iv) direction of or evaluation of another Contractor;
 - (v) provision of formal recommendations regarding the acquisition of Information Technology products or services; or
 - (vi) provisions of formal recommendations regarding any of the above. For purposes of this Section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c) To the extent permissible by law, the Director of the Department of General Services, or designee, may waive the restrictions set forth in this Section by written notice to the Contractor if the Director determines their application would not be in the State's best interest. Except as prohibited by law, the restrictions of this Section will not apply:
- (i) to follow-on advice given by vendors of commercial off-the-shelf products, including Software and Hardware, on the operation, integration, repair, or maintenance of such products after sale; or
 - (ii) where the State has entered into a master agreement for Software or services and the scope of work at the time of Contract execution expressly calls for future recommendations among the Contractor's own products.
- d) The restrictions set forth in this Section are in addition to conflict of interest restrictions imposed on public Contractors by California law ("Conflict Laws"). In the event of any inconsistency, such Conflict Laws override the provisions of this Section, even if enacted after execution of this Contract.
48. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with PCC Section 10353.
49. **COVENANT AGAINST GRATUITIES:** The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.
50. **NONDISCRIMINATION CLAUSE:**
- a) During the performance of this Contract, the Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. The Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Contract by reference and made a part hereof as if set forth in full. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - b) The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Contract.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

51. NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

The Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC Section 10296.

52. ASSIGNMENT OF ANTITRUST ACTIONS: Pursuant to Government Code Sections 4552, 4553, and 4554, the following provisions are incorporated herein:

- a) In submitting an offer to the State, the supplier offers and agrees that if the offer is accepted, it will assign to the State all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. 15) or under the Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of Goods, material or other items, or services by the supplier for sale to the State pursuant to the solicitation. Such assignment shall be made and become effective at the time the State tenders final payment to the supplier.
- b) If the State receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the State any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the State as part of the offer price, less the expenses incurred in obtaining that portion of the recovery.
- c) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and
 - (i) the assignee has not been injured thereby, or
 - (ii) the assignee declines to file a court action for the cause of action.

53. DRUG-FREE WORKPLACE CERTIFICATION: The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

- b) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - (i) the dangers of drug abuse in the workplace;
 - (ii) the person's or organization's policy of maintaining a drug-free workplace;
 - (iii) any available counseling, rehabilitation and employee assistance programs; and,
 - (iv) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed or resulting Contract:
 - (i) will receive a copy of the company's drug-free policy statement; and,
 - (ii) will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

54. FOUR-DIGIT DATE COMPLIANCE: Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

55. SWEATFREE CODE OF CONDUCT:

- a) Contractor declares under penalty of perjury that no equipment, materials, or supplies furnished to the State pursuant to the Contract have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
- b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

- 56. RECYCLED CONTENT REQUIREMENTS:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of postconsumer material as defined in the Public Contract Code (PCC) Section 12200-12209, in products, materials, goods, or supplies offered or sold to the State that fall under any of the statutory categories regardless of whether the product meets the requirements of Section 12209. The certification shall be provided by the contractor, even if the product or good contains no postconsumer recycled material, and even if the postconsumer content is unknown. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (PCC 12205 (b)(2)). A state agency contracting officer may waive the certification requirements if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet web site. Contractors are to use, to the maximum extent economically feasible in the performance of the contract work, recycled content products (PCC 12203(d)).
- 57. CHILD SUPPORT COMPLIANCE ACT:** For any Contract in excess of \$100,000, the Contractor acknowledges in accordance with PCC Section 7110, that:
- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
 - b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 58. AMERICAN WITH DISABILITIES ACT:** The Contractor assures the State that the Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.).
- 59. ELECTRONIC WASTE RECYCLING ACT OF 2003:** The Contractor certifies that it complies with the applicable requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with Section 42460 of the Public Resources Code. The Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.
- 60. USE TAX COLLECTION:** In accordance with PCC Section 10295.1, the Contractor certifies that it complies with the requirements of Section 7101 of the Revenue and Taxation Code. Contractor further certifies that it will immediately advise the State of any change in its retailer's seller's permit or certification of registration or applicable affiliate's seller's permit or certificate of registration as described in subdivision (a) of PCC Section 10295.1.
- 61. EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC Sections 10286 and 10286.1, and is eligible to Contract with the State.
- 62. DOMESTIC PARTNERS:** For Contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with Public Contract Code Section 10295.3.
- 63. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
- a) If for this Contract the Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b) If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)
- 64. LOSS LEADER:** It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 12104.5(b).)

ADDITIONAL CMAS TERMS AND CONDITIONS

- 65. CMAS -- CONTRACTOR'S LICENSE REQUIREMENTS:** Contracts that include installation or the wording "Furnish and Install" require at the time of Contract award that Contractors possess a valid California State Contractor's License. If sub-

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

Contractors are used, they must also possess a valid California State Contractor's License. All businesses which construct or alter any building, highway, road, parking facility, railroad, excavation, or other structure in California must be licensed by the California State License Board (CSLB) if the total cost (labor and materials) of the project is \$500.00 or more. Failure to be licensed or to keep the license current and in good standing shall be grounds for Contract revocation.

66. CMAS -- PUBLIC WORKS REQUIREMENTS (LABOR/INSTALLATION):

- a) Prior to the commencement of performance, the Contractor must obtain and provide to the State, a payment bond, on Standard Form 807, when the Contract involves a public works expenditure (labor/installation costs) in excess of \$5,000. Such bond shall be in a sum not less than one hundred percent (100%) of the Contract price.
- b) In accordance with the provisions of Section 1773 of the California Labor Code, the Contractor shall, conform and stipulates to the general prevailing rate of wages, including employer benefits as defined in Section 1773.1 of the California Labor Code, applicable to the classes of labor to be used for public works such as at the delivery site for the assembly and installation of the equipment or materials under the purchase order. Pursuant to Section 1770 of the California Labor Code, the Department of Industrial Relations has ascertained the general prevailing rate of wages in the county in which the work is to be done, to be as listed in the booklet entitled General Prevailing Wage Rates. The booklet is compiled monthly and copies of the same are available from the Department of Industrial Relations, Prevailing Wage Unit at www.dir.ca.gov (select Statistics & Research) or (415) 703-4774. The booklet is required to be posted at the job site.
- c) The Contractor hereby certifies by signing this Contract that:
 - i) Contractor has met or will comply with the standards of affirmative compliance with the Non-Discrimination Clause Requirements included herein;
 - ii) Contractor is aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workmen's compensation or to undertake self-insurance in accordance with the provisions of that Code, and Contractor will comply with such provisions before commencing the performance of the work of the purchase order.
- d) Laws to be Observed
 - i) Labor

Pursuant to Section 1775 of the California Labor Code the Contractor shall, as a penalty to the State or Political subdivision on whose behalf the purchase order is made or awarded, forfeit not more than fifty (\$50.00) for each calendar day, or portions thereof, for each worker paid by him or subcontractor under him, less than the prevailing wage so stipulated; and in addition, the Contractor further agrees to pay to each workman the difference between the actual amount paid for each calendar day, or portions thereof, and the stipulated prevailing wage rate for the same. This provision shall not apply to properly indentured apprentices.

Pursuant to Sections 1810-1815 of the California Labor Code, inclusive, It is further agreed that the maximum hours a worker is to be employed is limited to eight hours a day and forty hours a week and the Contractor shall forfeit, as a penalty to the State, twenty-five (\$25) for each worker employed in the execution of the purchase order for each calendar day during which a workman is required or permitted to labor more than eight hours in any calendar day or more than forty hours in any calendar week, in violation of California Labor Code Sections 1810-1815, inclusive.
 - ii) Worker's Compensation Insurance

The Contractor will be required to secure the payment of compensation to its employees in accordance with the provisions of Labor Code Section 3700.
 - iii) Travel and Subsistence Payments

Travel and subsistence payments shall be paid to each worker needed to execute the work, as such travel and subsistence payments are defined in the applicable collective bargaining agreements filed in accordance with Labor Code Section 1773.8.
 - iv) Apprentices

Special attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code Section 200 et seq. Each Contractor and/or subcontractor must, prior to commencement of the public works Contract/purchase order, contact the Division of Apprenticeship Standards, 525 Golden Gate Avenue, San Francisco, CA, or one of its branch offices to insure compliance and complete understanding of the law regarding apprentices and specifically the required ratio thereunder. Responsibility for compliance with this section lies with the prime Contractor.
 - v) Payroll

The Contractor shall keep an accurate payroll record showing the name, social security account, and work classification specific and straight time and overtime hours worked by each employee. A certified copy of the employee's payroll record shall be available for inspection as specified in Section 1776 of the California Labor Code.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

67. CMAS -- TERMINATION OF CMAS CONTRACT:

- a) The State may terminate this CMAS Contract at any time upon 30 days prior written notice.
- b) If the Contractor's GSA Multiple Award Schedule is terminated within the term of the CMAS Contract, the CMAS Contract shall also be considered terminated on the same date.
- c) Prior to the expiration of this CMAS Contract, this Contract may be terminated for the convenience of both parties by mutual consent.
- d) This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

68. CMAS -- CONTRACT AMOUNT: There is no guarantee of minimum purchase of Contractor's products or services by the State.

69. CMAS -- Debarment Certification (Federally Funded Contracts): When Federal funds are being expended, the prospective recipient of Federal assistance funds is required to certify to the Buyer, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

70. CMAS -- PURCHASE ORDERS FUNDED IN WHOLE OR PART BY THE FEDERAL GOVERNMENT: All Contracts (including individual orders), except for State construction projects, which are funded in whole or in part by the federal government may be canceled with 30 day notice, and are subject to the following:

- a) It is mutually understood between the parties that this Contract (order) may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract (order) were executed after that determination was made.
- b) This Contract (order) is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year during which the order was generated for the purposes of this program. In addition, this Contract (order) is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress that may affect the provisions, terms or funding of this Contract (order) in any manner.
- c) It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Contract (order) shall be amended to reflect any reduction in funds. The department has the option to void the Contract (order) under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

71. CMAS -- CONFLICT OF INTEREST:

- a) Current State Employees (Public Contract Code Section 10410):
 - i) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
 - ii) No officer or employee shall Contract on his or her own behalf as an independent Contractor with any State agency to provide Goods or services.
- b) Former State Employees (Public Contract Code Section 10411):
 - i) For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a Contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the Contract while employed in any capacity by any State agency.
 - ii) For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a Contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed Contract within the twelve-month period prior to his or her leaving State service.

72. CMAS -- SUBCONTRACTING REQUIREMENTS:

Any subcontractor that the CMAS supplier chooses to use in fulfilling the requirements of this Contract (order), and which is expected to receive more than ten (10) percent of value of the Contract/purchase order, must also meet all Contractual, administrative, and technical requirements of the Contract (order), as applicable.

73. CMAS -- RENTAL AGREEMENTS:

The State does not agree to:

- Indemnify a Contractor;
- Assume responsibility for matters beyond its control;
- Agree to make payments in advance;
- Accept any other provision creating a contingent liability against the State; or
- Agree to obtain insurance to protect the Contractor.

The State's responsibility for repairs and liability for damage or loss is restricted to that made necessary by or resulting from the negligent act or omission of the State or its officers, employees, or agents.

CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS) GENERAL PROVISIONS - INFORMATION TECHNOLOGY

If the Contractor maintains the equipment, the Contractor must keep the equipment in good working order and make all necessary repairs and adjustments without qualification. The State may terminate for default or cease paying rent should the Contractor fail to maintain the equipment properly.

Personal property taxes are not generally reimbursed when leasing equipment (SAM 8736).

74. CMAS -- LEASE (Lease \$Mart™): If an agency desires to lease through Lease \$Mart™, the Contractor agrees to sell to lessor the assets at the same price as they agree to sell to the State.

75. CMAS -- PROGRESS PAYMENTS & RISK ASSESSMENT: In accordance with PCC 12112 agencies are required to withhold not less than 10 percent of the Contract price until final delivery and acceptance of the Goods or services, for any Contract that provides for progress payments in a Contract for IT Goods or services to be manufactured or performed by a Contractor especially for the State and not suitable for sale to others in the ordinary course of the Contractor's business.

Interim Risk Assessment guidelines and financial protection measures are detailed in PCC 12112 for agencies to use to determine their applicability to agency projects.

76. CMAS -- QUARTERLY REPORTS: Contractors are required to submit quarterly business activity reports, as specified in this Contract, even when there is no activity. A separate report is required for each Contract, as differentiated by alpha suffix.

77. CMAS -- CONTRACTOR EVALUATION: In accordance with PCC 10367 and 10369, performance of the Contractor under orders issued against this Contract will be evaluated. The ordering agency shall complete a written evaluation, and if the Contractor did not satisfactorily perform the work specified, a copy of the evaluation will be sent to the DGS, Office of Legal Services.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR SOFTWARE AS A SERVICE (SaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND SHOULD BE ACCOMPANIED BY, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). SECURITY REQUIREMENTS DESIGNATED IN THIS DOCUMENT ARE ASSUMING A NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY (NIST) LOW CLASSIFICATION, UNLESS OTHERWISE SET FORTH IN THE SOW. A HIGHER CLASSIFICATION MAY REQUIRE DIFFERENT SECURITY REQUIREMENTS. STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. Definitions

- a) **"Cloud Software as a Service (SaaS)"** - The capability provided to the consumer is to use applications made available by the provider running on a cloud infrastructure. The applications are accessible from various client devices through a thin client interface such as a web browser (e.g., web-based email). The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage, or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.
- b) **"Cloud Platform as a Service (PaaS)"** - The capability provided to the consumer is to deploy onto the cloud infrastructure consumer-created or acquired applications created using programming languages and tools supported by the provider. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- c) **"Cloud Infrastructure as a Service (IaaS)"** - The capability provided to the consumer is to provision processing, storage, networks, and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems; storage, deployed applications, and possibly limited control of select networking components (e.g., host firewalls).
- d) **"Data"** - means any information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the SaaS pursuant to this Contract. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- e) **"Data Breach"** - means any access, destruction, loss, theft, use, modification or disclosure of Data by an unauthorized party or that is in violation of Contract terms and/or applicable state or federal law.
- f) **"Encryption"** - Conversion of plaintext to ciphertext through the use of a Federal Information Processing Standards (FIPS) validated cryptographic algorithm. [FIPS 140-2]
- g) **"Recovery Point Objective (RPO)"** - means the point in time to which Data can be recovered and/or systems restored when service is restored after an interruption. The Recovery Point Objective is expressed as a length of time between the interruption and the most proximate backup of Data immediately preceding the interruption. The RPO is detailed in the SLA.
- h) **"Recovery Time Objective (RTO)"** - means the period of time within which information technology services, systems, applications and functions must be recovered following an unplanned interruption. The RTO is detailed in the SLA.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

Terms

2. SaaS AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The SaaS shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work.
- c) If SaaS monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.
- d) Contractor shall provide advance written notice to the State in the manner set forth in the Statement of Work of any major upgrades or changes that will affect the SaaS availability.

3. DATA AVAILABILITY: Unless otherwise stated in the Statement of Work,

- a) The Data shall be available twenty-four (24) hours per day, 365 days per year (excluding agreed-upon maintenance downtime).
- b) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to recover damages, apply credits or use other contractual remedies as set forth in the Statement of Work if the State is unable to access the Data as a result of:
 - 1) Acts or omission of Contractor;
 - 2) Acts or omissions of third parties working on behalf of Contractor;
 - 3) Network compromise, network intrusion, hacks, introduction of viruses, disabling devices, malware and other forms of attack that can disrupt access to Contractor's server, to the extent such attack would have been prevented by Contractor taking reasonable industry standard precautions;
 - 4) Power outages or other telecommunications or Internet failures, to the extent such outages were within Contractor's direct or express control.
- c) If Data monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may terminate the contract for material breach in accordance with the Termination for Default provision in the General Provisions – Information Technology.

4. SaaS and DATA SECURITY:

- a) In addition to the Compliance with Statutes and Regulations provision set forth in the General Provisions – Information Technology, Contractor shall certify to the State:
 - 1) The sufficiency of its security standards, tools, technologies and procedures in providing SaaS under this Contract;
 - 2) Compliance with the following:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq.);
 - ii. Current NIST special publications 800-171 Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations. Third party audit results and Contractor's plan to correct any negative findings shall be made available to the State upon request;
 - iii. Undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit. Third party audit results and Contractor's plan to correct any negative findings and implementation progress reports shall be made available to the State upon request; and
 - iv. Privacy provisions of the Federal Privacy Act of 1974;

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
STATE MODEL
CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Software as a Service)**

- 3) Compliance with industry standards and guidelines applicable to the SaaS services being provided. Relevant security provisions may include, but are not limited to: Health Insurance Portability and Accountability Act of 1996, IRS 1075, Health Information Technology for Economic and Clinical (HITECH) Act, Criminal Justice Information Services (CJIS) Security Policy, Social Security Administration (SSA) Electronic Information Exchange Security Requirements, and the Payment Card Industry (PCI) Data Security Standard (DSS) as well as their associated Cloud Computing Guidelines.
- b) Contractor shall implement and maintain all appropriate administrative, physical, technical and procedural safeguards in accordance with section a) above at all times during the term of this Contract to secure such Data from Data Breach, protect the Data and the SaaS from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data.
- c) Contractor shall allow the State reasonable access to SaaS security logs, latency statistics, and other related SaaS security data that affect this Contract and the State's Data, at no cost to the State.
- d) Contractor assumes responsibility for the security and confidentiality of the Data under its control.
- e) No Data shall be copied, modified, destroyed or deleted by Contractor other than for normal operation or maintenance of SaaS during the Contract period without prior written notice to and written approval by the State.
- f) Remote access to Data from outside the continental United States, including remote access to Data by authorized SaaS support staff in identified support centers, is prohibited unless approved in advance in writing by:
 - 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
 - 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer.

5. ENCRYPTION: Confidential, sensitive or personal information shall be encrypted in accordance with California State Administrative Manual 5350.1 and California Statewide Information Management Manual 5305-A.

6. DATA LOCATION: Unless otherwise stated in the Statement of Work and approved in advance in writing by:

- 1) the Agency Information Security Officer, with written notice to the State Chief Information Security Officer, or
- 2) in the absence of an Agency Information Security Officer, the State Chief Information Security Officer, the physical location of Contractor's data center where the Data is stored shall be within the continental United States.

7. RIGHTS TO DATA: The parties agree that as between them, all rights, including all intellectual property rights, in and to Data shall remain the exclusive property of the State, and Contractor has a limited, non-exclusive license to access and use the Data as provided to Contractor solely for performing its obligations under the Contract. Nothing herein shall be construed to confer any license or right to the Data, including user tracking and exception Data within the system, by implication, estoppel or otherwise, under copyright or other intellectual property rights, to any third party. Unauthorized use of Data by Contractor or third parties is prohibited. For the purposes of this requirement, the phrase "unauthorized use" means the data mining or processing of data, stored or transmitted by the service, for unrelated commercial purposes, advertising or advertising-related purposes, or for any other purpose other than security or service delivery analysis that is not explicitly authorized.

8. TRANSITION PERIOD:

- a) Unless otherwise stated in the SOW, for ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Contractor shall assist the State in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in the SOW or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, SaaS and Data access shall continue to be made available to the State without alteration.

**CALIFORNIA MULTIPLE AWARD SCHEDULES (CMAS)
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- d) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.
- e) Unless otherwise stated in the SOW, the Contractor shall permanently destroy or render inaccessible any portion of the Data in Contractor's and/or subcontractor's possession or control following the expiration of all obligations in this section. Within thirty (30) days, Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional transition services as agreed upon in the SOW.

9. DATA BREACH: Unless otherwise stated in the Statement of Work,

- a) Upon discovery or reasonable belief of any Data Breach, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within forty-eight (48) hours after Contractor reasonably believes there has been such a Data Breach. Contractor's notification shall identify:
 - 1) The nature of the Data Breach;
 - 2) The Data accessed, used or disclosed;
 - 3) The person(s) who accessed, used, disclosed and/or received Data (if known);
 - 4) What Contractor has done or will do to quarantine and mitigate the Data Breach; and
 - 5) What corrective action Contractor has taken or will take to prevent future Data Breaches.
- b) Contractor will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Contractor until the Data Breach has been effectively resolved to the State's satisfaction.
- c) Contractor shall quarantine the Data Breach, ensure secure access to Data, and repair SaaS as needed in accordance with the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- d) Notwithstanding anything to the contrary in the General Provisions - Information Technology, in performing services under this Contract, and to the extent authorized by the State in the Statement of Work, Contractor may be permitted by the State to use systems, or may be granted access to the State systems, which store, transmit or process State owned, licensed or maintained computerized Data consisting of personal information, as defined by Civil Code Section 1798.29 (g). If the Contractor causes or knowingly experiences a breach of the security of such Data, Contractor shall immediately report any breach of security of such system to the State following discovery or notification of the breach in the security of such Data. The State's Chief Information Security Officer, or designee, shall determine whether notification to the individuals whose Data has been lost or breached is appropriate. If personal information of any resident of California was, or is reasonably believed to have been acquired by an unauthorized person as a result of a security breach of such system and Data that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations and other obligations set forth in Civil Code Section 1798.29 (d) as well as the cost of credit monitoring, subject to the dollar limitation, if any, agreed to by the State and Contractor in the applicable Statement of Work. These costs may include, but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach of the security of such personal information.
- e) Contractor shall conduct an investigation of the Data Breach and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

10. DISASTER RECOVERY/BUSINESS CONTINUITY: Unless otherwise stated in the Statement of Work,

- a) In the event of disaster or catastrophic failure that results in significant Data loss or extended loss of access to Data, Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided

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to the Chief Information Security Officer or designee of the contracting agency. Contractor shall provide such notification within twenty-four (24) hours after Contractor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Contractor shall inform the State of:

- 1) The scale and quantity of the Data loss;
 - 2) What Contractor has done or will do to recover the Data and mitigate any deleterious effect of the Data loss;
and
 - 3) What corrective action Contractor has taken or will take to prevent future Data loss.
 - 4) If Contractor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Contract.
- b) Contractor shall restore continuity of SaaS, restore Data in accordance with the RPO and RTO as set forth in the SLA, restore accessibility of Data, and repair SaaS as needed to meet the performance requirements stated in the SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.
- c) Contractor shall conduct an investigation of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents and law enforcement.

11. EXAMINATION AND AUDIT: In addition to the Examination and Audit provision set forth in the General Provisions - Information Technology, unless otherwise stated in the Statement of Work:

- a) Upon advance written request, Contractor agrees that the State or its designated representative shall have access to Contractor's SaaS, operational documentation, records and databases, including online inspections, that relate to the SaaS purchased by the State.
- b) The online inspection shall allow the State, its authorized agents, or a mutually acceptable third party to test that controls are in place and working as intended. Tests may include, but not be limited to, the following:
 - 1) Operating system/network vulnerability scans,
 - 2) Web application vulnerability scans,
 - 3) Database application vulnerability scans, and
 - 4) Any other scans to be performed by the State or representatives on behalf of the State.
- c) After any significant Data loss or Data Breach or as a result of any disaster or catastrophic failure, Contractor will at its expense have an independent, industry-recognized, State-approved third party perform an information security audit. The audit results shall be shared with the State within seven (7) days of Contractor's receipt of such results. Upon Contractor receiving the results of the audit, Contractor will provide the State with written evidence of planned remediation within thirty (30) days and promptly modify its security measures in order to meet its obligations under this Contract.

12. DISCOVERY: Contractor shall promptly notify the State upon receipt of any requests which in any way might reasonably require access to the Data of the State or the State's use of the SaaS. Contractor shall notify the State by the fastest means available and also in writing, with additional notification provided to the Chief Information Security Officer or designee of the contracting agency, unless prohibited by law from providing such notification. Contractor shall provide such notification within forty-eight (48) hours after Contractor receives the request. Contractor shall not respond to subpoenas, service of process, Public Records Act requests, and other legal requests directed at Contractor regarding this Contract without first notifying the State unless prohibited by law from providing such notification. Contractor agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Contractor shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

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CLOUD COMPUTING SERVICES SPECIAL PROVISIONS

(Infrastructure as a Service and Platform as a Service)

THESE SPECIAL PROVISIONS ARE ONLY TO BE USED FOR INFRASTRUCTURE AS A SERVICE (IaaS) AND PLATFORM AS A SERVICE (PaaS), AS DEFINED BELOW. THESE SPECIAL PROVISIONS ARE TO BE ATTACHED TO THE GENERAL PROVISIONS – INFORMATION TECHNOLOGY AND ACCOMPANIED BY, AT MINIMUM, A STATEMENT OF WORK (SOW) AND SERVICE LEVEL AGREEMENT (SLA). STATE AGENCIES MUST FIRST:

- A. CLASSIFY THEIR DATA PURSUANT TO THE CALIFORNIA STATE ADMINISTRATIVE MANUAL (SAM) 5305.5;
- B. CONSIDER THE FACTORS TO BE TAKEN INTO ACCOUNT WHEN SELECTING A PARTICULAR TECHNOLOGICAL APPROACH, IN ACCORDANCE WITH SAM 4981.1, 4983 AND 4983.1 AND THEN;
- C. MODIFY THESE SPECIAL PROVISIONS THROUGH THE SOW AND/OR SLA TO MEET THE NEEDS OF EACH ACQUISITION.

1. DEFINITIONS:

- a. "Authorized Persons" means the Service Provider's employees, Contractors, subcontractors or other agents who need to access the State's Data to enable the Service Provider to perform the services required.
- b. "Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.
- c. "Individually Identifiable Health Information" means Information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- d. "Infrastructure-as-a-Service" (IaaS) means the capability provided to the consumer is to provision processing, storage, networks and other fundamental computing resources where the consumer is able to deploy and run arbitrary software, which can include operating systems and applications. The consumer does not manage or control the underlying cloud infrastructure but has control over operating systems, storage, deployed application; and possibly limited control of select networking components (e.g., host firewalls).
- e. "Non-Public Data" means data submitted to the Service Provider's IaaS or PaaS Service, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, regulation or policy from access by the general public as public information.
- f. "Personal Data" means data submitted to the Service Provider's IaaS or PaaS Service that includes information relating to a person that identifies the person by name and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information, including account number, credit or debit card numbers; or protected health information (PHI) relating to a person.
- g. "Platform-as-a-Service" (PaaS) means the capability provided to the consumer to deploy onto the cloud infrastructure consumer-created or -acquired applications created using programming languages and tools supported by the provider. This capability does not necessarily preclude the use of compatible programming languages, libraries, services and tools from other sources. The consumer does not manage or control the underlying cloud infrastructure, including network, servers, operating systems or storage, but has control over the deployed applications and possibly application hosting environment configurations.
- h. "Protected Health Information" (PHI) means Individually Identifiable Health Information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA) as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.
- i. "Security Incident" means the potentially unauthorized access to Personal Data or Non-Public Data the Service Provider believes could reasonably result in the use, disclosure or theft of the State's unencrypted Personal Data or Non-Public Data within the possession or control of the Service Provider. A Security Incident may or may not turn into a Data Breach.

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CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
(Infrastructure as a Service and Platform as a Service)

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- j. "Service Level Agreement" (SLA) means a written agreement between both the State and the Service Provider that is subject to the terms and conditions in this document that unless otherwise agreed to includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, how disputes are discovered and addressed, and (6) any remedies for performance failures.
 - k. "Service Provider" means the Contractor, subcontractors, agents, resellers, third parties and affiliates who are providing the services agreed to under the Contract.
 - l. "State Data" means all data created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Service Provider's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Service Provider.
 - m. "State Identified Contact" means the person or persons designated in writing by the State to receive Security Incident or Data Breach notification.
 - n. "Statement of Work" (SOW) means a written statement in a Contract that describes the State's service needs and expectations.

2. DATA OWNERSHIP:

The State will own all right, title and interest in State Data that is related to the services provided by this Contract. The Service Provider shall not access State user accounts or State Data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this Contract, (4) at the State's written request or (5) as required by law.

3. DATA PROTECTION:

Protection of personal privacy and data shall be an integral part of the business activities of the Service Provider to ensure there is no inappropriate or unauthorized use of State information at any time. To this end, the Service Provider shall safeguard the confidentiality, integrity and availability of State information within its control and comply with the following conditions:

- a. In addition to the Compliance with Statutes and Regulations provisions set forth in the General Provisions – Information Technology, the Service Provider shall comply as required with:
 - i. The California Information Practices Act (Civil Code Sections 1798 et seq).
 - ii. NIST Special Publication 800-53 Revision 4 or its successor.
 - iii. Privacy provisions of the Federal Privacy Act of 1974.
- b. All State Data obtained by the Service Provider within its control in the performance of this Contract shall become and remain the property of the State.
- c. Unless otherwise set forth in the SOW and/or SLA, Personal Data and Non-Public Data shall be encrypted at rest, in use, and in transit with controlled access. The SOW and/or SLA will specify which party is responsible for encryption and access control of the State Data for the service model under Contract. If the SOW and/or SLA and the Contract are silent, then the State is responsible for encryption and access control.
- d. Unless otherwise set forth in the SOW and/or SLA, it is the State's responsibility to identify data it deems as Non-Public Data to the Service Provider. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this Contract.
- e. At no time shall any Personal Data and Non-Public Data or processes — which either belong to or are intended for the use of State or its officers, agents or employees — be copied, disclosed or retained by the Service Provider or any party related to the Service Provider for subsequent use in any transaction without the express written consent of the State except as permitted in Section 2 above.

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- f. **(For PaaS Only) Encryption of Data at Rest:** The Service Provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data and Non-Public Data, unless the Service Provider presents a justifiable position approved by the State that Personal Data and Non-Public Data must be stored on a Service Provider portable device in order to accomplish work as defined in the SOW and/or SLA.

4. DATA LOCATION:

The Service Provider shall provide its services to the State and its end users solely from data centers in the continental United States. Storage of State Data at rest shall be located solely in data centers in the continental United States. The Service Provider shall not allow its personnel or contractors to store State Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. The Service Provider shall permit its personnel and contractors to access State Data remotely only as required to provide technical user support or other customer support. The Service Provider may provide technical user support or other customer support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited in this Contract.

5. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:

The Service Provider shall inform the State of any Security Incident or Data Breach related to State Data within the possession or control of the Service Provider and related to the service provided under this Contract.

- a. **Security Incident Reporting Requirements:** Unless otherwise set forth in the SOW and/or SLA, the Service Provider shall promptly report a Security Incident related to its service under the Contract to the appropriate State Identified Contact as defined in the SOW and/or SLA.
- b. **Breach Reporting Requirements:** If the Service Provider has actual knowledge of a confirmed Data Breach that affects the security of any State Data that is subject to applicable Data Breach notification law, the Service Provider shall (1) promptly notify the appropriate State Identified Contact within 24 hours or sooner, unless otherwise required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.
- c. **(For PaaS Only) Incident Response:** The Service Provider may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the contract. Discussing Security Incidents with the State should be handled on an urgent as-needed basis, as part of Service Provider communication and mitigation processes as mutually agreed, defined by law or contained in the Contract.

6. DATA BREACH RESPONSIBILITIES:

This section only applies when a Data Breach occurs with respect to Personal Data and/or Non-Public Data within the possession or control of a Service Provider and related to service provided under this Contract.

- a. The Service Provider, unless otherwise set forth in the SOW and/or SLA, shall promptly notify the appropriate State Identified Contact within 24 hours or sooner by telephone, unless shorter time is required by applicable law, if it confirms that there is or reasonably believes that there has been a Data Breach. The Service Provider shall (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- b. Service Provider will provide daily updates, or more frequently if required by the State, regarding findings and actions performed by Service Provider to the State Identified Contact until the Data Breach has been effectively resolved to the State's satisfaction.
- c. Service Provider shall quarantine the Data Breach, ensure secure access to Data, and repair IaaS and/or PaaS as needed in accordance with the SOW and/or SLA. Failure to do so may result in the State exercising its options for assessing damages or other remedies under this Contract.

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CLOUD COMPUTING SERVICES SPECIAL PROVISIONS
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- d. Unless otherwise set forth in the SOW and/or SLA, if a Data Breach is a direct result of the Service Provider's breach of its Contract obligation to encrypt Personal Data and/or Non-Public Data or otherwise prevent its release, the Service Provider shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by State law; (3) a credit monitoring service required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by State law; and (5) complete all corrective actions as reasonably determined by the Service Provider based on root cause; all [(1) through (5)] subject to this Contract's Limitation of Liability provision as set forth in the General Provisions – Information Technology.

7. NOTIFICATION OF LEGAL REQUESTS:

Unless otherwise required by law, the Service Provider shall contact the State upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the State's Data under this Contract, or which in any way might reasonably require access to State's Data. The Service Provider shall not respond to subpoenas, service of process and other legal requests related to the State without first notifying the State, unless prohibited by law from providing such notice. Unless otherwise required by law, Service Provider agrees to provide its intended responses to the State with adequate time for the State to review, revise and, if necessary, seek a protective order in a court of competent jurisdiction. Service Provider shall not respond to legal requests directed at the State unless authorized in writing to do so by the State.

8. DATA PRESERVATION AND RETRIEVAL:

- a. For ninety (90) days prior to the expiration date of this Contract, or upon notice of termination of this Contract, Service Provider shall assist the State in extracting and/or transitioning all State Data in the format determined by the State ("Transition Period").
- b. The Transition Period may be modified in the SOW and/or SLA or as agreed upon in writing by the parties in a Contract amendment.
- c. During the Transition Period, IaaS and/or PaaS and State Data access shall continue to be made available to the State without alteration.
- d. Service Provider agrees to compensate the State for damages or losses the State incurs as a result of Service Provider's failure to comply with this section in accordance with the "Limitation of Liability" provision set forth in the General Provisions - Information Technology.
- e. The State at its option, may purchase additional transition services as agreed upon in the SOW and/or SLA.
- f. During any period of suspension, the Service Provider shall not take any action to intentionally erase any State Data.
- g. The Service Provider will impose no additional fees for access and retrieval of State Data by the State during the Transition Period.
- h. After termination of the Contract and the prescribed retention period, the Service Provider shall securely dispose of all State Data in all forms. State Data shall be permanently deleted and shall not be recoverable, according to NIST-approved methods. Certificates of destruction shall be provided to the State.

9. BACKGROUND CHECKS:

As permitted or required by law, the Service Provider shall conduct criminal background checks and not utilize any staff, including subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Service Provider shall promote and maintain an awareness of the importance of securing the State's information among the Service Provider's employees and agents.

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10. ACCESS TO SECURITY LOGS AND REPORTS:

- a. **(For IaaS Only)** Upon request, the Service Provider shall provide reports to the State directly related to the infrastructure the Service Provider controls upon which the State account resides. Unless otherwise agreed to in the SLA, the Service Provider shall provide the State a history of all Application Program Interface (API) calls for the State account that includes the identity of the API caller, the time of the API call, the source IP address of the API caller, the request parameters and the response elements returned by the Service Provider. The report will be sufficient to enable the State to perform security analysis, resource change tracking and compliance auditing.
- b. **(For PaaS Only)** Upon request, the Service Provider shall provide reports to the State in a format as specified in the SOW and/or SLA and agreed to by both the Service Provider and the State. Reports will include latency statistics, user access, user access IP address, user access history and security logs for all State files related to this Contract.
- c. The Service Provider and the State recognize that security responsibilities are shared. The Service Provider is responsible for providing a secure infrastructure. The State is responsible for its secure guest operating system, firewalls and other logs captured within the guest operating system. Specific shared responsibilities are identified within the SOW and/or SLA.

11. CONTRACT AUDIT:

The Service Provider shall allow the State to audit conformance to the Contract terms. The State may perform this audit or Contract with a third party at its discretion and at the State's expense.

12. DATA CENTER AUDIT:

The Service Provider shall undergo an annual Statement on Standards for Attestation Engagements (SSAE) No. 16 Service Organization Control (SOC) 2 Type II audit of its data centers, or its successor at its own expense. The Service Provider shall provide a redacted version of the audit report and Contractor's plan to correct any negative findings upon request. The Service Provider may remove its proprietary information from the redacted version.

13. CHANGE CONTROL AND ADVANCE NOTICE:

The Service Provider shall give advance notice (as agreed to by the parties and included in the SOW and/or SLA) to the State of any upgrades (e.g., major upgrades, minor upgrades, system changes) that is expected to materially and negatively impact service availability and performance, as well as any planned downtime for such upgrades. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics. It usually includes a new version number. Service Provider may change the features and functionality of the services, without degrading them, to make improvements, address security requirements and comply with changes in law.

14. SECURITY PROCESSES:

The Service Provider shall disclose its non-proprietary security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the Service Provider. The State and the Service Provider shall understand each other's roles and responsibilities, which shall be set forth in the SOW and/or SLA.

15. IMPORT AND EXPORT OF DATA:

The State shall have the ability to import or export data in whole or in part at its discretion without interference from the Service Provider. This includes the ability for the State to import or export data to or from other Service Providers.

16. RESPONSIBILITIES AND UPTIME GUARANTEE:

The Service Provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the services being provided. The technical and professional activities required for establishing, managing and maintaining the environment are the responsibility of the Service Provider. The system shall be available 24/7/365 (with agreed-upon maintenance downtime), and shall provide service to customers as defined in the SOW and/or SLA.

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17. RIGHT TO REMOVE INDIVIDUALS:

The State shall have the right at any time to require the Service Provider remove from interaction with State any Service Provider representative who the State believes is detrimental to its working relationship with the Service Provider. The State shall provide the Service Provider with notice of its determination, and the reasons it requests the removal. The Service Provider shall not assign the person to any aspect of the Contract or future work orders without the State's consent.

18. BUSINESS CONTINUITY AND DISASTER RECOVERY:

The Service Provider shall provide a business continuity and disaster recovery plan and shall ensure that it achieves the State's Recovery Time Objective (RTO), as agreed to by the parties and set forth in the SOW and/or SLA.

19. WEB SERVICES:

(For PaaS Only) The Service Provider shall use Web services exclusively to interface with State Data in near real time when possible, or as mutually agreed in the SOW and/or SLA.

"E-RATE ATTACHMENT to SERVICE AGREEMENT"

**for
PROJECT 0204-18C.1 Network Electronics for Central Unified School District**

THIS ATTACHMENT, hereafter referred to as "Attachment" is entered into by and between the Central Unified School District, hereinafter called "Owner", and AMS.NET, Inc., hereinafter called "Service Provider", and is an attachment to the Agreement provided by the Service Provider, hereafter referred to as "Agreement". Owner and Service Provider are sometimes individually referred to as "Party" and collectively as "Parties." The terms and conditions set forth in this Attachment shall take precedent over any other agreement between the Parties.

NOW, THEREFORE, the Parties, in consideration of the mutual covenants hereinafter set forth, agree as follows:

1. Scope of Work. The Service Provider agrees to furnish all services and/or equipment necessary to perform and complete, in a good workmanlike manner, the work in strict accordance with the **Request for Proposal No. 0204-18C.1 Network Electronics for Central Unified School District.**
2. Contingency. The Service Provider understands that the Agreement is contingent on the Owner's receipt of federal and/or state funds for the work covered under the Agreement. If the Owner does not receive adequate federal and/or state funds, the Agreement shall be null and void. In the event that the Agreement is rendered void, the Owner will not be liable for any costs incurred by the Service Provider prior to the issuance of a Notice to Proceed.
3. Total Contract Price. As full consideration for the faithful performance of the agreement, District shall pay to Contractor, subject to any additions or deductions as provided in the Contract Documents, the sum of:

Total sum of Base Bid

eight hundred fifty four thousand five hundred two Dollars (\$ 854,502.52),
and 52/100

Total sum of Alternate #1

sixty thousand forty nine and 50/100 Dollars (\$ 60,049.50).

Contingency amount (if applicable)

eighty five thousand four hundred fifty and 24/100 Dollars (\$ 85,450.24).

CONTRACTOR LEAVE BLANK TO BE FILLED IN BY THE OWNER

Total sum of Base Bid + Contingency and Additive Alternates #1____, #2____, #3____, #4____, #5____,

_____ Dollars (\$ _____).

4. Payment. The payment method for the agreed upon service shall be USAC's Service Provider Invoicing (SPI). Service Provider agrees to invoice the Owner for the undiscounted amount of the service only and shall be responsible to prepare and submit the Form 474 for the reimbursement of the discounted amount from USAC. The Service Provider agrees that prior to submitting the Form 472,
 - a. Service Provider has performed the services that reimbursement is being requested for, and
 - b. Service Provider has submitted a discounted invoice to the Owner for the reimbursement amount being requested for.

In the event that the Owner authorizes the Service Provider to begin service prior to filing a Form 486 (Receipt of Service Confirmation Form), the Owner agrees to pay the Service Provider in full for the discounted and undiscounted amount of the accepted service(s) received. The Owner

shall, at their sole discretion, seek reimbursement for the discounted amount of the service provided from USAC. The Owner shall do so by preparing and submitting a Form 472 Billed Entity Applicant Reimbursement (BEAR) to USAC. Service Provider agrees to remit any and all reimbursement payments received by the Service Provider as a result of a Form 472 filed by the Owner, within 20 business days after receipt of funds released by USAC.

5. Service Delivery. In compliance with the E-rate program rules, Parties agrees that the service(s) under the Agreement will not begin prior to **July 1, 2019**, or extend beyond **September 30, 2020**, without prior approval of USAC. Parties agree that no service(s) may commence until the Service Provider has received a duly authorized written Notice to Proceed from the Owner.
6. Growth Clause. The Parties agree that during the term of the Agreement the Owner may increase the scope of the agreed upon service(s) in whatever manner that best meet the interest of the Owner. No change to the Agreement shall be enforceable unless agreed upon in writing by both Parties.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed and delivered as of the Effective Date set forth in the introductory paragraph above.

“OWNER”

Central Unified School District

By: _____

Name: _____

Title: _____

Date: _____

“SERVICE PROVIDER”

Ams. NET, Inc.

By: *Diana Monaghan*

Name: *Diana Monaghan*

Title: *Vice President*

Date: *2/11/2019*

EXHIBIT – A “CENTRAL UNIFIED SCHOOL DISTRICT EQUIPMENT SCHEDULE”

District Offices/Annex

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	19
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	19

Transportation

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	7
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	7

Koligian Stadium

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	1
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	1

Biola Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	18
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	18

Harvest Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	43
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	43

Herndon-Barstow Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	41
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	41

Houghton-Kearney Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	19
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	19

Liddell Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	41
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	41

Madison Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	42
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	42

McKinley Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	44
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	44

Polk Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	38
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	38

River Bluff Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	42
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	42

Roosevelt Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	34
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	34

Saroyan Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	40
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	40

Steinbeck Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	42
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	42

Teague Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	42
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	42

Tilley Elementary

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	42
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	42

Central East High School

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	103
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	103

Central West High School

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	69
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	69

CLASS

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	20
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	20

Pershing/Pathway (Teilman)

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	25
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	25

El Capitan Middle School

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	49
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	49

Glacier Point Middle School

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	54
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	54

Rio Vista Middle School

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	52
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	52

West Arts Center

Manufacturer	Item Description	Part Number	Quantity
Meraki	802.11ac Wave 2 w/Bluetooth Beacon & Multigigabit Ethernet	MR53	4
Meraki	Meraki Cisco Meraki Enterprise License 1 Access Point	LIC-ENT-3YR	4

END EXHIBIT – A

END OF RFP

About AMS.NET

About Us

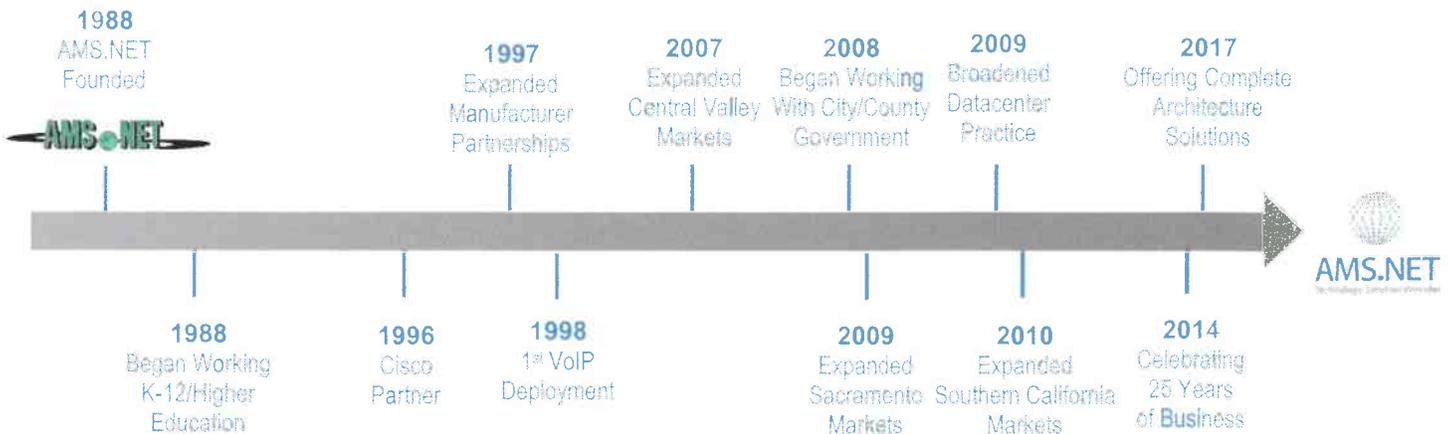
AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 25 years. The company was established more than two decades ago to provide technical support to local school districts in California. Today, AMS.NET provides education, local government and businesses a comprehensive technology solution including design, implementation and support services.

With a consultative approach, consideration is taken to understanding technology requirements, existing equipment, industry, growth plan and budget. Leveraging proven and emerging technologies through leading manufacturers, AMS.NET's certified engineers architect a solution that supports your initiatives and allows for future growth.

Prior to implementation, we can provide complete structured wiring services and post deployment, a host of managed services and maintenance plans to ensure your network and equipment are running at optimum performance.

Many financing options are available. With experience in the public sector around procurement vehicles, E-rate expertise and leasing options, we can make recommendations specific to your industry and technology solution.

Our extensive reference list is a tribute to our ability to successfully design, manage and implement technology solutions that support your initiatives. With more than 25 years of successfully providing technology solutions, you can be assured that we have the capability, experience and stability to be your trusted partner. And we'll be here for future needs!

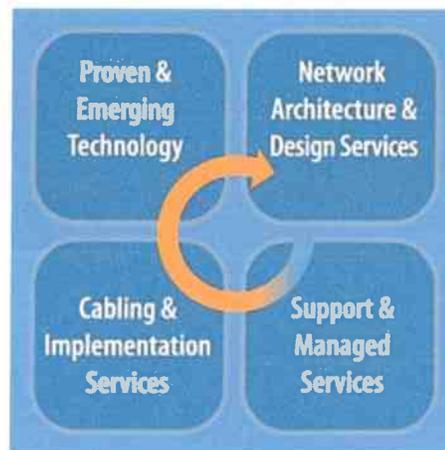


Celebrating More Than **25** Years

Unique Customer Experience

AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 25 years. Our industry expertise, technology vision and people create a unique customer experience.

- Close customer engagement in the presales process with design, site walk, white boarding session and more
- Proven installation process including project management, skilled and experienced engineers and post installation support
- Established, trusted and proven with more than 25 years' experience, extensive reference list and specialization in your vertical
- Elite partnerships with leading manufacturer partners to obtain and provide exceptional pricing for your solutions
- Multivendor expertise with certifications and technical knowledge to support your entire technology landscape
- Long term technology partner with a consultative approach regardless of the organization size or project scope.



TURNKEY IMPLEMENTATION

Our Approach

With a focus on delivering business outcomes, we have a four-pronged pre-sales approach to keeping your business goals top of mind.

1. First is determining the business drivers for your organization. Are you needing to meet government mandates? Are you looking to add new programs such as BYOD or video instruction? Has there been a security breach or another event that is being addressed? A clear insight to your business drivers sets the road map for your technology solution.
2. Identifying considerations or possible concerns at the start of a project allows for planning to minimize the effects and costs of those possible barriers. Cabling, infrastructure, IT resources and budget constraints should all be identified.
3. During the planning process, specific deadlines, funding schedules, internal resources and other projects need to be considered.
4. Following the technology implementation support may be necessary. Identifying current expertise gaps or need for managed services should be evaluated.



SOLUTION APPROACH

Project Cycle

AMS.NET provides complete project management services to ensure the success of your technology implementation. We follow a 5-step project cycle that is tailored to meet the needs of your project. Each project is managed by a project manager and staffed with AMS.NET team members that are experienced in the proposed technology solution.

Throughout your engagement you will receive status updates, thorough project plans and have a project team dedicated to understanding and addressing your business needs. We provide collaborative planning and consistent updates throughout the project through communication and effective documentation. At the end of the project, you'll be provided design documentation and the ability to engage the AMS.NET technical support team for ongoing support. Your project will be structured based on the following phases and activities will be performed as required by your unique project:

- Complete Project Management Support
- Experienced, Certified and Dedicated Project Manager Assignment
- Tailored to Meet Your Project and Requirements
- Established and Proven 5-Step Project Cycle
- Complete Support Through Project Sign Off

Discovery & Preparation

- Internal Hand Off and Kick Off Meeting
- Site Surveys and Network Discovery
- Identification of Project Goals, Outcomes and Objective Completion Criteria
- Internal Technical Reviews

Design & Planning

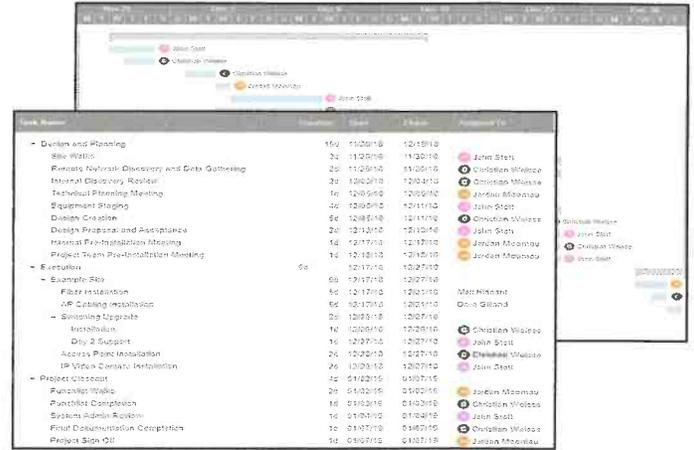
- Technical Planning Meetings- Existing Practices, Design Goals, Best Practices
- Design Proposal and Acceptance
- Tailored Project and Implementation Plan Creation
- Equipment Staging and Configuration
- Logistics Coordination and Pre-Installation Meeting



PROJECT CYCLE

Implementation/Execution

- Execution as Defined in Project Plan
- Post-Installation Acceptance Testing
- Day 2 Support
- System Administrator Training (*if purchased*)
- End-User Training (*if purchased*)



Task Name	Duration	Start	Finish	Assigned To
- Design and Planning	15d	11/20/18	12/15/18	John Stett
Site Walks	2d	11/20/18	11/22/18	Christoph Weisbe
Network Discovery, Discovery and Data Gathering	2d	11/20/18	11/22/18	Christoph Weisbe
Network Discovery Review	2d	11/20/18	11/22/18	Christoph Weisbe
Technical Planning Meeting	1d	12/05/18	12/05/18	Jordan Moosau
Equipment Staging	4d	12/05/18	12/11/18	John Stett
Design Creation	5d	12/05/18	12/11/18	Christoph Weisbe
Design Program and Acceptance	2d	12/12/18	12/14/18	John Stett
Network Pre-Installation Meeting	1d	12/17/18	12/17/18	Jordan Moosau
Project Team Pre-Installation Meeting	1d	12/18/18	12/18/18	Jordan Moosau
- Execution	6d	12/17/18	12/27/18	
- Example-File	6d	12/17/18	12/27/18	
File Installation	1d	12/17/18	12/17/18	Mark Hiestand
IP Cabling Installation	6d	12/17/18	12/23/18	Chris Gilman
- Switching Upgrade	2d	12/23/18	12/27/18	
Installation	1d	12/28/18	12/28/18	Christoph Weisbe
Day 2 Support	1d	12/27/18	12/27/18	John Stett
Address Phone Installation	2d	12/28/18	12/29/18	Christoph Weisbe
IP Video Camera Installation	2d	12/28/18	12/29/18	John Stett
- Project Closeout	4d	01/02/19	01/07/19	
Punchlist Walks	2d	01/02/19	01/02/19	Jordan Moosau
Punchlist Completion	1d	01/02/19	01/02/19	Christoph Weisbe
System Admin Review	1d	01/03/19	01/03/19	John Stett
Final Documentation Completion	1d	01/07/19	01/07/19	Christoph Weisbe
Project Sign Off	1d	01/07/19	01/07/19	Jordan Moosau

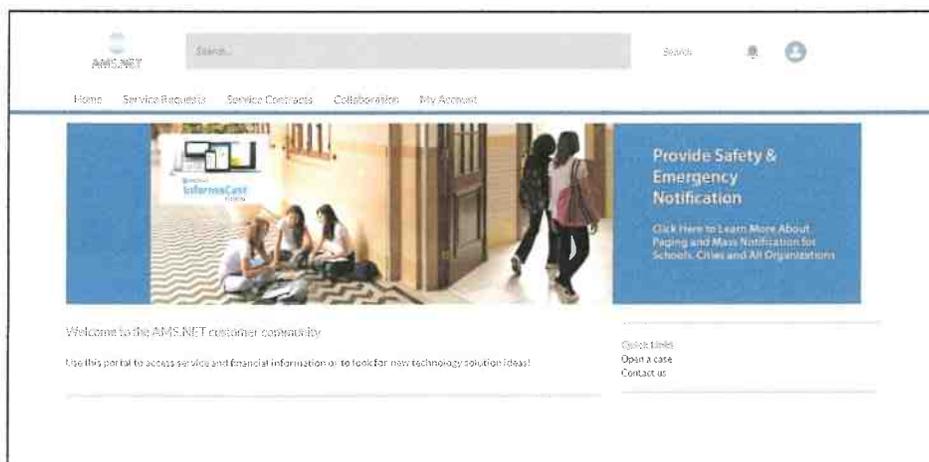
PROJECT PLAN

Project Closeout

- Virtual Site Walk and/or Physical Site Walk
- Punch List Completion
- Final Documentation Submission
- Project Closure and Sign Off

Support & Maintenance Phase

- 30 Day Workmanship Warranty
- Premium Flex Time Contracts (*if purchased*)
- Managed Services Agreements for Voice, Wi-Fi, WAN, Security, Video Surveillance and More (*if purchased*)
- Support Customers Have Access to Their Customer Community- Review Current Service Requests, View Upcoming Appointments, Open New Requests and More



CUSTOMER COMMUNITY

Manufacturer Partners





AMS.NET
Technology Solution Provider

AMS.NET, Inc.

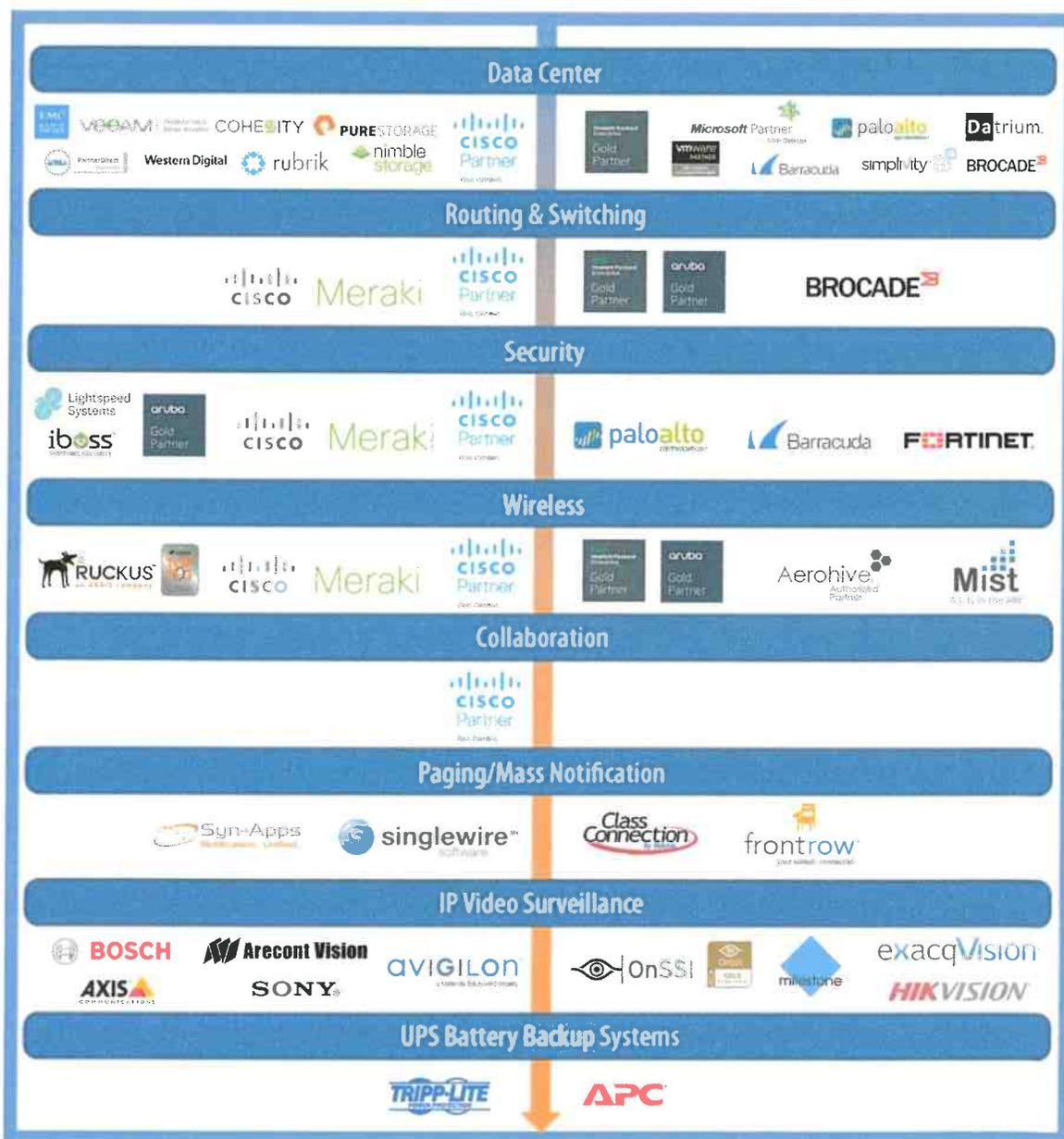
502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

AMS.NET versus the Competition

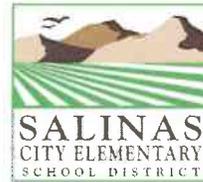
- Established proven partner in your vertical
- 120+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco Gold Partner since 2007
- Skilled and Certified Engineers- CCIE's in networking, security, voice
- Advanced manufacturer technology specializations
- Structured cabling- C-7 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size



ARCHITECTURE SOLUTIONS

Extensive Reference List

Education





AMS.NET
Technology Solution Provider

AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

City/County Government



City Of Atwater
Community Pride City Wide



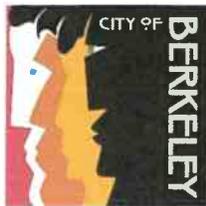
CITY OF Monterey
CALIFORNIA



City of **FRESNO**



JUDICIAL COUNCIL
OF CALIFORNIA



Other Verticals

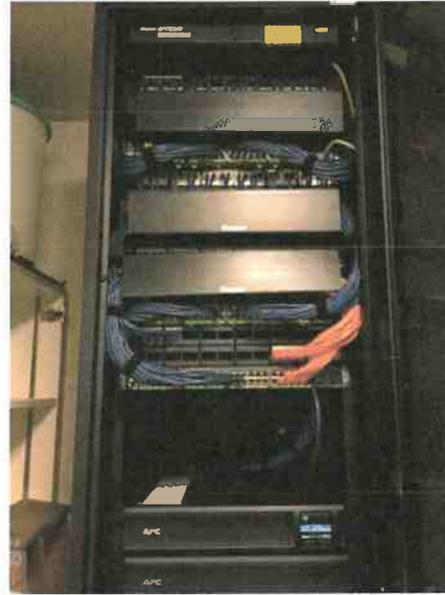


Before and After

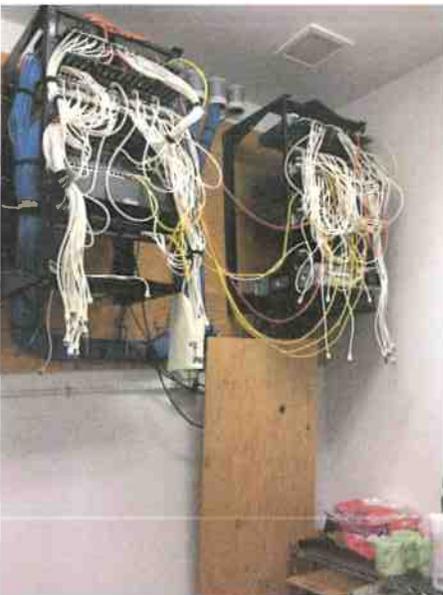
Our professional certified engineering and cabling teams have the expertise for your project- large or small. Structured wiring, racks and equipment are professionally installed and labeled for ease of maintenance after deployment.



Before



After



Before



After



Company Facts

Legal Name: AMS.NET Inc.

Type: Delaware Corporation
Principal Owner: Robert Tocci
Years in Business: 30 Years
Number of Employees: 119
Website: www.ams.net
Email: sales@ams.net
Phone: 800-893-3660/925-245-6100
Fax: 925-245-6150

Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812
Livermore Regional Office: 5914 Las Positas Road, Livermore, CA 94551
Sacramento Regional Office: 1200 Creekside Drive
Folsom, CA 95630, Phone 800-893-3660
Central Valley Regional Office: 1155 East North Avenue, Suite 106
Fresno, CA 93725, Phone 559-733-1641, Fax 559-713-6692
Southern California Regional Offices: 12130 Mora Drive., Suite 1,
Santa Fe Springs, CA 90670, Phone 800-893-3660
41690 Enterprise Circle North, Suite 230, Temecula, CA 95290

CMAS, NASPO & E-Rate SPIN Numbers

Tax ID: 94-3291626

Contractor License C-7: 763508
Expires 4/30/2020

DUNS#: 556116234

DIR#: 1000001046

FCC RN: 0012300554

E-Rate SPIN: 143005880

Microsoft MCSE's: 1673446, 2056976

Merced County FOCUS Contract: #2015109

SPURR Master Contract, PEPPM Contract

GSA: GS-35F-0022W, *Expires 10/22/2019*

Cisco CMAS: 3-11-70-0291U, *Expires 9/4/23*

HP CMAS: 3-15-70-0291AB, *Expires 7/2/23*

Rubrik CMAS: 3-18-70-0291AD, *Expires 5/3/21*

Pure Storage CMAS: 3-18-70-3113D, *Expires 4/11/2021*

EMC, Nimble CMAS 3-15-70-0291AA, *Expires 3/31/2022*

Aerohive Networks CMAS: 3-13-70-0291X, *Expires 12/31/2020*

Citrix, Brocade, Barracuda CMAS: 3-11-70-0291V, *Expires 6/26/22*

Cabling CMAS: 3-18-70-0291AE, *Expires 7/26/2022*

Tripplite/APC CMAS: 3-19-70-0291AF, *Expires 11/28/2019*

Bosch CMAS: 3-17-84-0065A, *Expires 11/30/2020*

Arecont Vision CMAS: 3-18-84-0065C, *Expires 5/19/2023*

Ruckus CMAS: 3-15-70-3218A, *Expires 2/29/2020*

Cisco NASPO: 7-14-70-04 (Utah AR-233), *Expires 5/31/2019*

HP/Nimble NASPO: California NASPO II – A633909-CA, Location ID-1001739

EMC NASPO: 7-14-70-14 (California AR-620), *Expires 5/31/2019*

Pure Storage NASPO: 7-15-70-34-019, *Expires 3/31/2020*

Palo Alto Networks NASPO: 7-14-70-11, *Expires 5/31/2019*

Certifications and Specializations

Cisco Gold Certified Partner/

Cisco Meraki Partner

- Advanced Data Center Architecture
- Advanced Collaboration Architecture
- Advanced Security Architecture
- Advanced Enterprise Network Architecture
- Customer Satisfaction Excellence

Aruba HPE Gold Partner, HP Silver Partner, Ruckus Top Dog Partner, Palo Alto Networks, Fortinet, Barracuda, Mist, Aerohive, Brocade, Barracuda, Palo Alto Networks, Fortinet, Lightspeed Systems, Pure Storage, Nimble Storage, Cohesity, Western Digital, Rubrik, Veeam Silver Pro Partner, Datrium, VMware Partner, Singlewire, FrontRow, Class Connection, Advanced Network Devices, AtlasIED, Avigilon, OnSSI, Arecont Vision, Hikvision, exacqVision, Milestone, Tripplite, APC, Panduit, General Cable, Leviton, Berk-Tek, Superior Essex & more

Executive

Brief Biography

Robert Tocci

Founder, Owner,
President

The visionary and founder of AMS.NET, Robert Tocci established AMS.NET in 1988 and remains at the helm today. Robert has more than 30 years of technology and business management experience. Although his role has somewhat changed throughout the years, Robert remains the President of AMS.NET performing R&D, setting business strategy and technical direction, managing financial resources and overseeing the overall operations.

Robert has completed extensive coursework in Computer Science and has earned advanced certifications with Cisco, HP and Novell. Throughout his career he has held up to 40 Cisco certifications in varied technologies and today draws on that technical knowledge and his years of experience as he continues to discover and architect technical solutions.

As an entrepreneur and futurist, Robert is a leader in virtual computing and was at the forefront of the IP Convergence revolution. He has established a core team made up of information-age experts as well as seasoned telecommunications professionals. Robert continually invests and increases resources to offer proven and emerging technologies that support a physical and virtual infrastructure along with business enhancing applications.

Diana Monaghan

Vice President of
Administration

Diana brings more than 30 years of experience in the telecommunication field in the areas of Administration, Human Resources and IT Management making her the perfect blend of technology and administration for her role at AMS.NET. She began her career at AMS.NET more than 17 years ago and today holds the title of Vice President of Administration managing finance, facilities, corporate administration, human resources and marketing.

One of Diana's roles at AMS.NET is to provide the highest level of professionalism in the areas of human resources and corporate administration. A major function therein is to identify legal requirements and government reporting regulations and to maintain corporate compliance in those areas. Diana is also responsible for overseeing finance and marketing including training and events. Diana continually takes human resources and management courses and maintains her membership in the Society for Human Resources Management.

Executive

Brief Biography

Joe Moomau

Vice President of
Operations

Moomau brings a diverse skill set to the AMS.NET team from business management and customer service to technical. Prior to joining AMS.NET in 1995, Moomau worked for RMC Lonestar as a Senior Quality Control Engineer. Joe began his career with AMS.NET more than 22 years ago as Customer Service Manager and since then has been promoted to Operations Manager, Director of Operations and most recently to Vice President of Operations.

Moomau has completed college coursework in Business Management and has earned and maintains several Cisco certifications including the Cisco Certified Project Manager, Cisco IP Telephony, Cisco Product Solutions and Cisco Sales Expert. He implements and oversees AMS.NET processes and procedures and manages the daily affairs in Operations and Project Management.

John Stott

Vice President of
Engineering

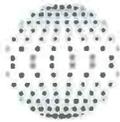
John has more than 26 years of technology and network experience in both network design and implementation. He holds a Bachelor of Science degree in Computer Information Systems from California State University Hayward. John continually expands his technical and engineering resources with continuing education and has achieved numerous Cisco certifications including his CCDA, CCNP and most notably, his CCIE. As AMS.NET's first Network Engineer, John should be commended for his efforts in building the skilled technical team we have today.

Tom Vasconi

Vice President of Sales

Tom brings more than 19 years of sales and management industry experience to the AMS.NET team. He holds a Bachelor's of Science Degree from California State East Bay along with manufacturer sales certifications. Tom began his career with AMS.NET in 2002 as an Account Manager and through hard work and complete dedication to his customers; he was promoted to Senior Account Manager, Public Sector Sales Manager, and Director of Sales and most recently to Vice President of Sales.

Customer testimonials attest to Tom's total commitment to AMS.NET and most importantly to the success of AMS.NET's customers. Tom's sales approach involves first a thorough discovery process to uncover the customer issues and requirements followed by a solution to address those issues. Tom also brings a partnership approach to our manufacturers. AMS.NET relies on our manufacturer partners for the latest cutting-edge technology and our partners depend on AMS.NET to provide strong implementation and support services for those technology solutions.



AMS.NET
Technology Solution Provider

CONTRACTORS C-7 INFORMATION

C-7 Contractors License

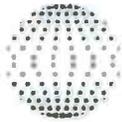
STATE OF CALIFORNIA		CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE		
				
License Number	763508	Entity	CORP	
Business Name	AMS.NET INC			
Classification	C-7			
Expiration Date	04/30/2020	www.cslb.ca.gov		

C-7 Responsible Managing Officer

BOND OF QUALIFYING INDIVIDUAL

1. The Responsible Managing Officer (RMO) TOCCI ROBERT MICHAEL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is not required.

Effective Date: 04/12/2000



AMS.NET
Technology Solution Provider

CONTRACTORS C-7 INFORMATION

C-7 Contractors Bond - Continued

Business Information

AMS.NET INC
502 COMMERCE WAY
LIVERMORE, CA 94550
Business Phone Number:(925) 245-8100

Entity Corporation
Issue Date 05/24/1999
Reissue Date 04/12/2000
Expire Date 04/30/2020

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C-7 - LOW VOLTAGE SYSTEMS

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with HANOVER INSURANCE COMPANY.

Bond Number: 1031231

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual ROBERT MICHAEL TOCCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/12/2000



FCC RED LIGHT DISPLAY SYSTEM

AMS.NET's FCC Red Light Display System Status

The Red Light Rule was adopted as part of the Federal Communication Commission's ongoing effort to implement the Debt Collection Improvement Act, which provides that the Commission checks to determine whether entities or individuals seeking licenses or other benefits from the FCC are delinquent in debt owed to the Commission. The Red Light Display System displays the current Green status of AMS.NET (FRN #0012300554).

Red Light Display System View

[FCC](#) | [Fees](#) | Red Light Display System

[< FCC Site Map](#)

Logged in as FRN: AMS.NET, Inc. (0012300554) [\[Log Out\]](#)

[Back](#) | [Print](#) | [Help](#)

2/1/2019 6:13 PM

Current Status of FRN 0012300554

STATUS: **Green**

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 02/01/2019 at 6:36 AM; it is updated once each business day at about 7 a.m., ET.



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A handwritten signature in black ink, appearing to read "Edison F. Peña".

Edison F. Peña
Senior Vice President, Worldwide Channels



AMS.NET
Technology Solution Provider

EDUCATION REFERENCES

Detailed Reference

Alameda Unified School District

Rob van Herk
(510) 337-7140
rvanherk@alameda.k12.ca.us
2200 Central Ave., #100E
Alameda, CA 94501
IP Telephony, Safety & Security Emergency Solutions

Antioch Unified School District

Joe Gengler
(925) 779-7500 x 56097
josephgengler@antioch.k12.ca.us
510 G St.
Antioch, CA 94509
Network Infrastructure, Wireless, Data Center, IP Telephony, Cabling

Brentwood Union School District

Grant Jondahl
(925) 513-6341
gjondahl@brentwood.k12.ca.us
255 Guthrie Lane
Brentwood, CA 94513
Network Infrastructure, IP Telephony, Cabling

Chabot-Las Positas Community College District

Ken Agustin
(925)424-1723
kagustin@clpccd.org
5020 Franklin Drive
Pleasanton, CA 94588
Network Infrastructure

Desert Sands Unified School District

Charles King
(760)771-8579
charles.king@dsusd.us
47950 Dune Palms Rd
La Quinta, CA 92253
Network Infrastructure, Wireless

El Centro Elementary School District

Antonio Romayor
(760)335-58151
aromayor@ecesd.org
2370 Main St
El Centro, CA 92243
Network Infrastructure, Wireless

Foothill-De Anza Community College

Sharon Luciw
(650) 949-6161
luciwsharon@fhda.edu
12345 S El Monte Rd.
Los Altos, CA 94022
Network Infrastructure, IP Telephony, Cabling

Fremont Unified School District

Joe Siam
(510) 657-2350
jsiam@fremont.k12.ca.us
4210 Technology Dr.
Fremont, CA 94538
Network Infrastructure, Wireless, Cabling

Glendale Unified School District

Frank Schlueter
(818) 241-3111 x577
fschlueter@gusd.net
223 N. Jackson St.
Glendale, CA 91206
Network Infrastructure, Wireless

Detailed References *(Continued)*

Hesperia Unified School District

Mike Tepner
(760) 244-4411

michael.tepner@hesperiausd.org

15576 Main Street
Hesperia, CA 92345

**Network Infrastructure, Network Security
Wireless, Cabling**

Lennox School District

Susan Garcia
(310) 695-4097

susana_garcia@lennox.k12.ca.us

10319 Firmona Avenue
Inglewood, CA 90304

Network Infrastructure, Maintenance

Livermore Valley Joint Unified School District

Geoff Warner
(925) 606-5228

gwarner@lvjUSD.k12.ca.us

1401 Almond Ave.
Livermore, CA 94550

**Network Infrastructure, Wireless, Data Center,
IP Telephony, Safety & Security Emergency
Solutions, Cabling**

Livingston Union School District

Victor Hernandez
(209) 394-5441

victor@lusd.k12.ca.us

922 B Street
Livingston, CA 95334

Network Infrastructure, IP Telephony, Wireless

Madera Unified School District

Steven Alexander
(209) 858-0922

stevenalexander@maderausd.org

1902 Howard Road
Madera, CA 93637

Network Infrastructure, Data Center

Manteca Unified School District

Ungel Mamon
(209) 858-0922

umamon@musd.net

2901 E Louise Ave., PO Box 32
Manteca, CA 95336

**Network Infrastructure, Wireless,
Cabling, IP Telephony**

Merced City School District

Greg Blount
(209) 385-6708

GBlount@mcsd.k12.ca.us

444 West 23rd Street
Merced, CA 95340

Network Infrastructure, IP Telephony

Napa Valley College

Daniel Vega
(707) 256-7552

dvega@napavalley.edu

2277 Napa Vallejo Hwy
Napa, CA 94558

**Network Infrastructure, Wireless, Data Center,
IP Telephony, Video Surveillance, Cabling**

Norwalk-La Mirada Unified School District

Tim Scholefield
(562) 868-0431 X2139

tscholefield@nlmusd.k12.ca.us

12820 Pionner Blvd.
Norwalk, CA 90650

Network Infrastructure, Wireless

Oakley Union School District

Renee Stewart
(925) 625-5083

rstewart@ouesd.k12.ca.us

91 Mercedes Ln
Oakley, CA 94561

**Network Infrastructure, Wireless, Data Center,
Cabling**



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Technology Solution Provider

EDUCATION REFERENCES

Detailed References *(Continued)*

Orange Unified School District

Tam Nguyen
(714) 628-4550

tam.nguyen@orangeusd.org

1404 N Handy St
Orange, CA 92867

Network Infrastructure, Data Center

Portola Valley School District

Jason Borgen
(650) 851-1777

jborgen@pvsd.net

4575 Alpine Rd
Portola Valley, CA 94028

Network Infrastructure, Wireless, Cabling

Reef-Sunset Unified School District

Jared Johnson
(559) 904-0085

jjhonson@rsusd.net

205 North Park Avenue
Avenal, CA 93204

Network Infrastructure, Wireless, Cabling

Salinas City Elementary School District

Terry Ryan
(831)753-5693

teryan@salinascity.k12.ca.us

840 Main St
Salinas, CA 93901

Network Infrastructure, Wireless, Cabling

San Rafael City Schools

Noel Matthias
(415) 485-2321

nmatthaias@srcs.org

310 Nova Albion Way
San Rafael, CA 94903

Network Infrastructure, Wireless, Data Center

Shasta Union High School District

Elijah Van Slyke
(530) 245-2679

evanslyke@suhisd.net

2200 Eureka Way
Redding, CA 96001

Network Infrastructure, Wireless, Data Center, IP Telephony

Sierra County Office of Education/ Sierra Plumas Joint Unified School District

Blaine Donnelly
(530) 993-1660

bdonnelly@spjUSD.org

305 Lincoln St.
Sierraville, CA 96126

Network Infrastructure, Data Center

Solano County Office of Education

Steve Ramos
(707) 339-4450

sramos@dixonusd.org

5100 Business Center Drive
Fairfield, CA 94534

Network Infrastructure

Stanislaus Union School District

Chris Kruzic
(209) 324-6101

ckruzic@stanunion.k12.ca.us

3601 Carver Road
Modesto, CA 95350

Network Infrastructure, Wireless, Data Center, IP Telephony, Video Surveillance, Cabling

Detailed References *(Continued)*

Tracy Unified School District

Tom Quiambao
(209) 830-3282 ext. 1940
tquiambao@tusd.net

315 East 11th Street
Tracy, CA 95376

**Network Infrastructure, Wireless, IP Telephony
Video Surveillance, Video Collaboration**

West Hills Community College District

Jack Ramsey
(559) 934-2237
jramsey@westhillscollge.com

9800 Cody Street
Coalinga, CA 93210

**Network Infrastructure, Wireless, Cabling,
IP Telephony, Video Surveillance, Telepresence**

Whittier Union High School District

Karen Yeh
(562) 698-8121
karen.yeh@wuhdsd.k12.ca.us

9401 S. Painter Avenue
Whittier, CA 90605

Network Infrastructure, Wireless

Yuba City Unified School District

Devin Smith
(916) 258-2020
dsmith@ycusd.org

750 Palora Ave.
Yuba City, CA 95991

Network Infrastructure

Additional References

Alameda County Office of Education

IP Telephony

Aromas San Juan Unified School District

Network Infrastructure

Cabrillo College

Network Infrastructure, Wireless, IP Telephony

Central Union School District

IP Telephony

Chartwell School

IP Telephony

Chatom Union School District

IP Telephony

Delhi Unified School District

IP Telephony

Dinuba Unified School District

IP Telephony

Dixon Unified School District

IP Telephony

**Dos Palos Oro Loma Joint
Unified School District**

IP Telephony

Empire Union School District

IP Telephony

Firebaugh-Las Deltas Unified School District

IP Telephony

Glenn County Office of Education

IP Telephony

Gold Trail Union School District

IP Telephony

Gustine Unified School District

IP Telephony

Additional References

Hanford Elementary School District
IP Telephony

Jefferson Elementary School District
Network Infrastructure, Wireless

Kings Canyon Unified School District
IP Telephony

Kings County Office of Education
IP Telephony

Lammersville Elementary School District
IP Telephony

Los Banos Unified School District
IP Telephony

Los Gatos – Saratoga High School District
IP Telephony

Los Gatos Union School District
IP Telephony

Merced County Office of Education
IP Telephony

Mill Valley Elementary School District
IP Telephony

Monterey Peninsula Unified School District
IP Telephony

Pajaro Valley Unified School District
Network Infrastructure, Wireless, Cabling,
IP Telephony, Video Surveillance

Palo Verde Union Elementary School District
IP Telephony

Ravenswood City School District
IP Telephony

Sacramento City Unified School District
Network Infrastructure, Wireless, Data Center,
IP Telephony, Telepresence

Santa Clara County Office of Education
IP Telephony

Santa Cruz County Office of Education
IP Telephony

Saratoga Union School District
IP Telephony

State Center Community College District
IP Telephony



February 14, 2019

Dear Customer:

The following is the proof-of-delivery for tracking number **774444967245**.

Delivery Information:

Status:	Delivered	Delivered to:	Receptionist/Front Desk
Signed for by:	H.GARBOURA	Delivery location:	BAKERSFIELD, CA
Service type:	FedEx Priority Overnight	Delivery date:	Feb 12, 2019 10:03
Special Handling:	Deliver Weekday		

Signature image is available. In order to view image and detailed information, the shipper or payor account number of the shipment must be provided.

Shipping Information:

Tracking number:	774444967245	Ship date:	Feb 11, 2019
		Weight:	15.0 lbs/6.8 kg

Recipient:
BAKERSFIELD, CA US

Shipper:
LIVERMORE, CA US

Reference

BID# 0204-18C.1

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