



**MANAGED SERVICE AGREEMENT:
MWFaaS Renewal 16-17 - 539 AP's**

**Petaluma City Schools
Quote #Q-00007916**



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INTRODUCTION

Providing high capacity wireless connectivity and supporting mobile devices is a priority of most organizations. To ease the management and maintenance of a wireless solution, AMS.NET offers managed Wi-Fi services. The **MWFaaS** Agreements support and manage the wireless infrastructure while freeing up IT resources for more strategic initiatives. Below is the list of AMS.NET offerings and a brief overview of what each service entails. All of the services below are 100% Eligible for Erate 2.0 Category 2 funding.

MWFaaS FEATURES:

Our MWFaaS offering is designed specifically to provide our customers with complete technical support and assistance for your Wireless Infrastructure service related issues. All customer owned access points must be under contract to receive this service.

Our MWFaaS provide:

- Professional Technical Support - (See eligible technical Support on page 12)
- Remote and on-site support deemed necessary by AMS.NET Service technician - (See eligible technical Support on page 12)
- Monthly or yearly billing per Access Point
- Minimum 1 year contract with 3, 4, and 5 year options

Our service offerings include, but are not limited to:

- Troubleshooting Wireless related service requests. (See eligible technical Support on page 12)
- Break/Fix issues on covered hardware and software (See eligible technical Support on page 12)
- System updates and upgrades – (Manufacturer Support contract required on customer owned equipment - (See eligible technical Support on page 12)
- Configuration changes - (See eligible technical Support on page 12)
- Network Monitoring 24x7 – (On Cisco Prime, WLC's and AP's only)
- Monthly reporting – (Wireless Lan Controllers and access points only)
- Switch Troubleshooting on switches that are physically connected to access point only
- Reinstallation and configuration of failed switch physically connected to access point. (Switch must have NBD (Next Business Day) hardware warranty or spare switch onsite provided by customer to provide this service.
- Cabling troubleshooting and repair if necessary of CAT5E, CAT6, or CAT6A wiring physically connected to access point that is under contract. (See eligible technical Support on page 12)
- Backup of configurations of controllers.
- Assist with RMA for failed equipment under contract.



MWFaaS – CISCO SERVICE OFFERINGS

Cisco MWFaaS – Standard

AMS.NET can perform all the maintenance and support issues for your wireless infrastructure as listed above in MWFaaS features. Under this service, AMS.NET will manage your customer owned wireless infrastructure from our NOC. This equipment can be purchased by AMS.NET or maybe already installed at your locations. All equipment is 100% owned by customer and installed at customer locations. This equipment includes Cisco PRIME Infrastructure 2.X, Cisco Wireless LAN Controllers models (5508, 7510, 8510, and WISM 2 Blades), Cisco switches and Cisco Access Points Models (1600, 1700, 2600, 2700, 3500, 3600, 3700). We will access your Cisco Prime management system from our NOC and create alerts and reporting to our management cloud. We will require that customer provide us full access to both Cisco Prime and WLC's. Customer will be given read only access to Cisco Prime Infrastructure and WLC's.

Cisco MWFaaS – Enhanced (Wireless cloud management is provided by AMS.NET)

AMS.NET can perform all the maintenance and support issues for your wireless infrastructure as listed above in MWFaaS features. Under this service, AMS.NET will manage your customer owned wireless infrastructure from our NOC. This equipment can be purchased by AMS.NET or maybe already installed at your locations. All equipment is 100% owned by customer and installed at customer locations. This equipment includes Cisco Wireless LAN Controllers models (5508, 7510, 8510, and WISM 2 Blades), Cisco switches and Cisco Access Points Models (1600, 1700, 2600, 2700, 3500, 3600, 3700). We will manage your wireless infrastructure with our wireless cloud management system from our NOC and provide alerts and reporting to you through email or customer portal. We will require that customer provide us full access to WLC's. Customer will be given read only access to Cisco WLC's.

Cisco MWFaaS – Premium (Wireless cloud management and WLC's are provided by AMS.NET)

AMS.NET can perform all the maintenance and support issues for your wireless infrastructure as listed above in MWFaaS features. Under this service, AMS.NET will manage your customer owned wireless infrastructure from our NOC. This equipment can be purchased by AMS.NET or maybe already installed at your locations. All access points and switches are owned by customer and installed at customer locations. This equipment includes Cisco switches and Cisco Access Points Models (1600, 1700, 2600, 2700, 3500, 3600, and 3700). We will manage your wireless infrastructure with our wireless cloud management system from our NOC, and AMS.NET owned WLCs Installed at customer location. AMS.NET will provide alerts and reporting to you through email or customer portal.



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MWFaaS – CISCO MERAKI SERVICE OFFERINGS

Meraki MWFaaS – Standard (Customer owns Meraki cloud licenses)

AMS.NET can perform all the maintenance and support issues for your wireless infrastructure as listed above in MWFaaS features. Under this service, AMS.NET will manage your customer owned wireless infrastructure from our NOC. This equipment can be purchased by AMS.NET or maybe already installed at your locations. All equipment is 100% owned by customer and installed at customer locations. We will require that customer provide us full access to the Meraki Cloud for their equipment. This equipment includes Cisco switches and Meraki Access Points Models (MR24, MR26, MR34, and MR36). We will manage your wireless infrastructure from our NOC and provide alerts and reporting to you through email or customer portal.



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CONTACTS

Sales:

For sales based inquiries, please contact our Support Contract Specialist, Michael Bruington.
mbruington@ams.net
925-245-6165

TAC:

To open a TAC case against an existing MWFaaS Agreement, please contact our TAC team.

Phone

925-245-6111

800-893-3660, Option 2, 2

925-245-6100, Option 2, 2

Email

mwfaas@ams.net

Web

<http://www.ams.net/customer>



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AMS.NET OFFICE LOCATIONS

Corporate Headquarters

502 Commerce Way
Livermore, CA 94551
Telephone: 800-893-3660
Fax: 925-245-6150

Livermore Regional Office

5914 Las Positas Road
Livermore, CA 94551

Sacramento Regional Office

1200 Creekside Drive
Folsom, CA 95630
Telephone: 800-893-3660

Central Valley Regional Office

North Pointe Business Park
1155 E. North Ave., Suite 106
Fresno, CA 93725
Telephone: 800-893-3660

Southern California Regional Office

12130 Mora Drive, Suite 1
Santa Fe Springs, CA 90670
Telephone: 800-893-3660

Southern California Regional Office

41690 Enterprise Circle North, Suite 230
Temecula, CA 95290
Telephone: 800-893-3660



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CERTIFICATIONS AND SPECIALIZATIONS

Cisco Gold Certified

Cisco Certifications and Specializations

- Cisco Advanced Borderless Network Architecture
- Cisco Advanced Collaboration Architecture
- Cisco Advanced Data Center Architecture
- Cisco Telepresence Video Advanced Authorized Technology Provider
- Cisco Identity Services Engine Authorized Technology Provider
- Cisco Physical Security Authorized Technology Provider

REFERENCES

Brentwood Unified School District

Renee Stewart
(925) 513-4128
rstewart@brentwood.k12.ca.us
255 Guthrie Lane
Brentwood, CA 94513

Gold Trail Unified School District

Michelle Wagstrom
(530) 626-3194 x234
mwagstrom@gtusd.org
1575 Old Ranch Rd
Placerville, CA 95667

Petaluma City Schools

Lori Dean
(707) 778-4813
ldeen@petk.k12.org
200 Douglas St.
Petaluma, CA 94952

Sacramento City Unified School District

Vincent Flores
(916) 643-9278
Vincent@scusd.edu
5735 47th Ave
Sacramento, CA 95824

Stanislaus Unified School District

Chris Kruzic
(209) 529-9546 x1150
ckruzic@stanunion.k12.ca.us
2410 Janna Avenue
Modesto, CA 95350



MWFaaS CONDITIONS

AMS.NET Billing and Services:

MWFaaS customers will be covered under the following terms and conditions for response times and scheduling.

Response Times:

AMS.NET provides a customer service number as well as an online portal to review service requests. For service requests opened via these methods, the following rates and response apply during standard working hours.

Response Time and Escalation Schedule:

Priority	Description	Response Times	Escalation Policy
Critical (P1)	Core Wireless infrastructure down or critical impact to system operations. AMS.NET and end user will provide full time resources to resolve.	1 Hour Callback/ 2 Hours Assigned/ 4 Hour On-Site (if required)	1 Hour: Technical Support Manager 8 Hours: VP of Technical Services 24 Hours: VP of Operations
High (P2)	Severe issues on the wireless infrastructure System that highly affect functionality. AMS.NET and end user will provide full time standard business hour resources to resolve.	1 Hour Callback/ 4 Hours Assigned/ 8 Hour On-Site (if required)	4 Hour: Technical Support Manager 24 Hours: VP of Technical Services 48 Hours: VP of Operations
Standard (P3)	Standard/Non-Critical issues that are negatively affecting the functionality of the wireless infrastructure. AMS.NET and end user will provide resources during standard business hours to resolve.	4 Hour Callback/ 6 Hours Assigned	24 Hour: Technical Support Manager 48 Hours: VP of Technical Services 72 Hours: VP of Operations
Informational (P4)			



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Response Times and Escalation Definitions:

The service priority Critical, High, or Standard is set at the initiation of the service request and remains at that level until service request is closed. All times listed above are based on standard working hours. The clock starts on all issues once the support request has been added to our Service ticketing system.

- Critical Priority is defined as a complete Wireless Infrastructure down issue or an event that has a critical impact to operation of the system. MS.NET may assign multiple concurrent resources to critical events.
- High Priority is defined as issue or an event where operations of the Wireless Infrastructure are severely degraded and business operations are negatively impacted. AMS.NET may assign multiple, concurrent resources to critical events.
- Standard Priority is defined as an issue of event that impairs the operational performance of the Wireless Infrastructure. Business operations remain functional but may be degraded. AMS.NET and the customer are willing to commit resources during normal business hours to restore service.



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Standard Labor Terms:

*Standard Base Rate: \$200/per hour if AMS.NET performs service work not covered under this contract.
(Billed in 15 minute increments unless otherwise noted)*

Coverage:

Standard: 8:00am to 5:00pm Monday through Friday PST

Holidays:

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve.

Billing Information:

AMS.NET will invoice against the contract once Purchase order is received and processed by AMS.NET. Failure to pay invoices may lead to delays or suspension of AMS.NET services.



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Eligible Technical Support:

Troubleshooting/Repair - Troubleshooting, Repair, Reconfiguration, Replacement (Through Manufacturer Warranty or customer spare of customer owned equipment),
Preventative Maintenance of items covered under this agreement.

Upgrades/Updates - Cisco Prime Infrastructure, Access Point Firmware, and Wireless LAN Controller (WLC) upgrades and updates only. New major software upgrade will require approval from AMS.NET NOC to validate compatibility with current hardware and stability of the product. AMS.NET may delay upgrade to new version until it has been approved by AMS.NET NOC technical standards and hardware compatibility review

Configuration Changes - Software configuration changes on WLC's, Cisco Prime Infrastructure, or Meraki Dashboard only. Changes to switch configurations is not part of this contract and will be charged separately.

Installation of Replacement Equipment - If replacement hardware is received from Cisco Smartnet contracts, warranty replacements or customer spares. Access Points, WLC's, switches (Physically connected to Access Point only), and Cisco UCS Appliances running Cisco Prime Infrastructure Application are covered. No other hardware for replacement is covered under agreement. AMS.NET is not responsible for the delivery time from Cisco to customer location on receiving the replacement hardware either through Smartnet or manufacturer lifetime warranty replacement.

Non-Eligible Technical Support:

Reconfiguration Changes - Reconfiguration changes of existing Hardware or Software due to misuse, virus removal, or vandalism. Installation and configuration of new switches or Access Points for expansion or upgrading to newer models.

Networking equipment not covered under agreement - Reconfiguration changes of existing network Hardware or Software not specifically listed in the agreement. This includes firewalls, core switches, routers, metro switch, and all other devices that are not connected physically to the Access Point through a CAT 5, CAT 5e, CAT 6, or CAT 6A drop.

Cabling Changes: Moving access point cabling to another location



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Guidelines and Limitations:

MWFaaS are billed monthly or yearly. (Erate customers require monthly billing only at end of month after service has been performed). Response time is determined from priority level.

Regular business hours are Monday to Friday, 8am to 5pm PST. Service requests opened after hours will be handled on the next open business day.

Service requests opened on weekends or Holidays will be handled the next open business day.

Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date.



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Customer Responsibilities:

- Customer must provide AMS.NET with remote and on site access to their network.
- Customer must provide AMS.NET with all password and user names that are required.
- Customer must designate a resource to be the technical contact for AMS.NET engineers.
- Any additional hardware and materials needed to resolve issues will be the responsibility of the customer.
- Customer is responsible for having the necessary manufacturer warranties/support agreements in place to provide troubleshooting and hardware replacement. This entails Valid Cisco Smartnet contracts on customer owned WLC's and Cisco UCS Management Servers. Cisco Prime Infrastructure Applications requires Cisco Smartnet Essentials, and UCSS, or Cisco EMCU. Meraki Cloud Enterprise License subscription on Customer owned Meraki Access Points. These must be in effect for the length of the contract.
- Customer is responsible for providing AMS.NET with vendor account numbers, contract numbers, serial numbers, and contacts for third-party vendors.
- Customer is responsible for providing AMS.NET with any additional information that is requested in order to resolve Wireless Infrastructure issues.

AMS.NET is not responsible for service or SLA agreement degradation delays due to lack of customer compliance with the above items



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Customer Price Quote

Customer

Petaluma City Schools
200 Douglas St
Petaluma CA, 94952-2567 US
ATTN: Lori Deen

Quote Description

MWFaaS Renewal 16-17 - 539 AP's

Quote

#Q-00007916

Contract Start

7/1/2016

Contract Expiration

6/30/2017

Contract Term

1 Year

Modified

3/28/2016

Account Mgr.

Dave Zieker

AM Phone

(925) 245-6160

AM Email

Inside Account Mgr.

Mike Bruington

IAM Phone

(925) 245-6165

IAM Email

Line	Item Description	Qty	Service Term	Unit Price	Qty Months	Extended Price
1	AMS-MS-MWFaaS-MERAKI-STD-1 Meraki MWFaaS - Standard - 1 Year Monthly Sub.	539	1 Year	\$6.00	12	\$38,808.00

Order Summary

Monthly Total	\$3,234.00
Total	\$38,808.00



Sign and return this page to your account manager to accept this proposal for AMS.NET MWFaaS.

I, the undersigned ("Customer"), hereby accept this Proposal for MWFaaS Services as detailed in the quote number Q-00007916. I also agree to the following:

Terms and Conditions

Payment Conditions

- Yes, Customer chooses to purchase services from AMS.NET. Customer understands that Customer will be responsible to pay the full costs of the services until contract has expired.**

Term: 1 Year

Customer has the option to renew after this contract expires using the terms of the Master Services Agreement. Incremental increases in the quantity of any of the MWFaaS services provided (e.g. for new Access Points in an existing site, or for additional sites) are allowed under the terms of this agreement for an addition per Access Point charge.

Year 1 Cost - Quote Total	Qty	Service Term	Unit Price	Qty Months	Extended Price
AMS-MS-MWFaaS-MERAKI-STD-1 Meraki MWFaaS - Standard - 1 Year Monthly Sub.	539	1 Year	\$6.00	12	\$38,808.00


Monthly Total	\$3,234.00
Annual Total	\$38,808.00
Total	\$38,808.00



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This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile, .pdf or other electronic means will be as binding and effective as delivery of a manually executed counterpart to the Agreement.

By signing below, each of the Parties, intending to be legally bound thereby, agrees to the terms of this Agreement.

<p>Submitted by</p> <p>AMS.NET, Inc.</p> <p>Signature</p> <hr/> <p>Name</p> <hr/> <p>Title</p> <hr/> <p>Date</p> <hr/>	<p>Acknowledged and Agreed</p> <p>Petaluma City Schools</p> <p>Signature </p> <hr/> <p>Name <i>Chris Thomas</i></p> <hr/> <p>Title <i>CBO</i></p> <hr/> <p>Date <i>7/29/16</i></p> <hr/>
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Payment Terms and Conditions:

1. AMS.NET will require a Purchase Order referencing this Quote # and an authorized representative must sign this proposal.
2. Payment Terms are NET 30. Payments made beyond 30 days are subject to a finance charge of 1.5% per month. Customer agrees to pay all collection costs and attorney fees or late payments if applicable. . In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect services already received.
3. Shipping charges and sales tax will not be added to this order as these services on non-taxable.
4. The laws of the State of California will apply to this sale.
5. The term "start date" means the first business day on which the service starts. 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 start date. Seller shall use its best efforts to make timely delivery of start date. HOWEVER, ALL STATED DELIVERY AND START 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 OF START DATE.
6. Early Terminate Fee (ETF): Customer is subject to Early Termination fees for the remaining value on contract if contract is terminated before the contract end date. AMS will deduct contract total minus total paid by customer to calculate value of the ETF. ETF Payment terms are subject to same payment terms listed above.

AMS.NET Tax ID: 94-3291629
C7 License: 763508

Business Department
 200 Douglas Street
 Petaluma, CA 94952
 (707) 778-4640 FAX (707) 778-4822

SHIP TO:
 TECHNOLOGY
 200 Douglas Street
 Petaluma, CA 94952

IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

ORDERED FROM: **FAX: (925) 245-6150**
 AMS.Net Inc.
 502 Commerce Way
 Livermore, CA 94551

Vendor Telephone (925) 245-6100

ORDER LOCATION		VENDOR #		REQUISITIONER		REQUISITION #	
887 - TECHNOLOGY		105622/1		Debbi Winkler		R17-00523	
DATE REQUIRED		F.O.B.		TERMS OF PAYMENT		SHIP VIA	
08/12/2016						BUYER	
RPQ #							
ITEM	QTY	UNIT	DESCRIPTION			UNIT COST	EXTENSION
1	12	EACH	#Q-00007916 Managed Service Agreement			3,234.00	\$38,808.00
						Order Sub-Total	\$38,808.00
						Sales Tax	.00
						Shipping	.00
						Adjustment	.00
						Order Total	\$38,808.00
ACCOUNT DISTRIBUTION						AMOUNT	
01-0000-0-0000-7700-5849-891-9920						\$15,523.20	
01-0000-0-0000-7700-5849-891-9950						\$23,284.80	