



SACRAMENTO CITY UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION

Agenda Item# 8.1a

Meeting Date: March 21, 2013

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

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

Division: Administrative Services

Recommendation: Recommend approval of items submitted.

Background/Rationale:

Financial Considerations: See attached.

Documents Attached:

1. Grants, Entitlements, and Other Income Agreements
2. Other Agreements
3. Approval of Declared Surplus Materials and Equipment
4. Notices of Completion – Facilities Projects

Estimated Time:	N/A
Submitted by:	Daniel M. Sanchez, Manager II, Purchasing Services Kimberly Teague, Contract Specialist
Approved by:	Richard E. Odegaard, Interim Chief Business Officer

GRANTS, ENTITLEMENTS AND OTHER INCOME AGREEMENTS - REVENUE

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>CHILD DEVELOPMENT</u>		
A13-00102 Sacramento Employment & Training Agency (SETA)	8/1/13 – 7/31/14: Grant funding applications for Head Start and Early Head Start Programs. The Child Development Department enrolls and serves 1,439 children within Head Start, Children’s Centers, Infant/Toddler, and Home Based Programs. Children ages 3-5 enrolled in the Head Start Program receive comprehensive services, including mental health and health screenings. Families are encouraged to enter into partnership agreements to set family goals. Goals include completing school, seeking new employment opportunities, nutrition education, and learning child development strategies. Early Head Start serves pregnant teens and children ages 0-3 years. Social workers, registered nurses, and other health professionals provide direct services and referrals to program participants.	\$8,396,924 Head Start Program \$1,544,881 Early Head Start Program

SPECIAL EDUCATION

A13-00105 California Department of Education	7/1/12 – 6/30/13: WorkAbility 1 Grant provides funding for a training program for special education students ages 16 – 22 designed to promote career awareness and exploration while students complete their secondary education program. WorkAbility 1 provides students with opportunities for job shadowing, paid and non-paid work experience, and ongoing support and guidance from vocational personnel.	\$362,330 No Match
--	--	-----------------------

EXPENDITURE AND OTHER AGREEMENTS

<u>Contractor</u>	<u>Description</u>	<u>Amount</u>
<u>TECHNOLOGY SERVICES</u>		
R13-04375 AMS.Net	7/1/13 – 6/30/14: Phase II School Site Technology Infrastructure Upgrades. As presented to the Board in November 2011, the District will provide 10% matching funds to receive additional 90% funds from the federal E-Rate 16 program, to upgrade the technology infrastructure at 24 school sites. Along with E-Rate funding from 2012-13, the District will complete the technology infrastructure upgrades at all remaining 90% E-Rate eligible school sites, in preparation for Common Core programs and online student testing and assessments. In continuing upgrades to the District technology environment, E-Rate funded upgrade projects are to continue the implementation of a secure and stable Cisco designed infrastructure that connects schools to centralized district technology services, delivering a 21st century learning environment. Upgraded infrastructure includes the following:	Piggyback Pursuant to Public Contract Code §20118 \$1,216,286 Bond Funds

- Network Refresh to provide a secure and stable wired and wireless infrastructure.
- Unified Communications Systems addressing chasm between district office and school sites.
- One common platform for voice, video and data.
- Video library that will enable professional development and collaboration for both teachers and students. Tools that will allow users to record, edit, view and share video content anytime, anywhere on any device.

Purchasing agreements, as authorized by Public Contract Code 20118, allow other governmental agencies, such as school districts to piggyback on awards while still satisfying the legally required competition for contracts. The District is able to piggyback on the SPURR (School Project for Utility Rate Reduction) master contracts and purchase network infrastructure and equipment, and internal connection components directly from AMS.NET.

Strategic Plan: Aligns with Pillar I, Career and College Ready Students, by providing students a technology based platform for individualized, engaging and differentiated instruction. It will allow students to use technology in projects that incorporate rigor and relevance resulting in critical thinking skills in problem solving.

APPROVAL OF DECLARED SURPLUS MATERIALS AND EQUIPMENT

ITEM	SITE/DEPARTMENT	TOTAL VALUE	DISPOSAL METHOD
Computer Equip.	O.W. Erlewine Elementary	None	Recycle
Audio/Visual Equip.	O.W. Erlewine Elementary	None	Recycle

NOTICES OF COMPLETION – FACILITIES PROJECTS

Contract work is complete and Notices of Completion may be executed.

Contractor	Project	Completion Date
Seward L. Schreder Construction	Bid No. 701-0510, C.K. McClatchy High School Kitchen Floor Repair (Phase 1), DSA #02-111698	February 18, 2013
Seward L. Schreder Construction	Bid No. 701-0510, C.K. McClatchy High School Kitchen Repairs (Phase 2), DSA #02-111903	February 18, 2013
Roebbelen Contracting, Inc.	Bid No. 702-0282, Phoebe Hearst 4 th "R" Portable Replacement, DSA #02-112626	March 4, 2013
Roebbelen Contracting, Inc.	Bid No. 700-0111, John Morse Therapeutic Center Administration Building Remodel, DSA #02-112395	March 8, 2013



SPURR MASTER CONTRACT

CONTRACT SMC-ER-008

This SPURR Master Contract (this "SMC"), is made as of January 5, 2012 (the "Effective Date"), by and between the School Project for Utility Rate Reduction ("SPURR") and AMS.NET, Inc. ("Vendor"). Additional information regarding Vendor is set forth on Appendix A to this SMC.

BACKGROUND

- A. SPURR is a Joint Powers Authority formed by California public school districts, county offices of education, and community college districts pursuant to California Government Code Sections 6500-6536. SPURR aggregates purchasing power and expertise for member and non-member facilities across California.
- B. The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," is administered by the Schools and Libraries Division of the Universal Service Administrative Company ("USAC-SLD") under the direction of the Federal Communications Commission, and provides discounts to assist schools and libraries in the United States to obtain affordable telecommunications, Internet access, and internal connections equipment.
- C. SPURR has established a contract for E-Rate eligible products and services which adhere to E-Rate rules and regulations through the following process:
 - 1. On 10/14/2011, SPURR issued a Request for Proposal for VOIP Components (the "RFP") on behalf of SPURR members. SPURR invited qualified vendors to submit pricing for E-Rate eligible products and services in response to the RFP.
 - 2. In conjunction with publishing the RFP, SPURR posted on the USAC-SLD Website an E-Rate Form 470 application, ID 983080000936948 as a consortium for Priority 2 Services, consisting of Internal Connections; Basic Maintenance of Internal Connections.
 - 3. SPURR received one or more responses to the RFP. SPURR evaluated all responses which complied with the terms of the RFP, using the following criteria:
 - o Price: 35%
 - o Prior Experience: 25%
 - o Understanding of Needs: 20%
 - o Company Capabilities: 10%
 - o Management Qualifications: 10%
 - o TOTAL: 100%
 - 4. SPURR selected Vendor for an award under the RFP for specified products and services (the "Services"). The parties are entering this SMC to evidence the terms and conditions of that award.

AGREEMENT

Now, therefore, for good and valuable consideration, the parties agree as follows.

1. GRANT AND ACCEPTANCE OF AWARD

SPURR awards this SMC to Vendor under the RFP with respect to the products or services ("Services") at the prices listed in Appendix B. Vendor accepts the award and confirms Vendor's acceptance of all terms and conditions of the RFP, which are incorporated by this reference. The Services shall be available on the prices specified for orders submitted to SPURR through 7/1/2015 (the "Order Deadline"), pursuant to the ATO process described in this SMC. SPURR and Vendor may, by mutual agreement, extend the Order Deadline for an additional period of up to five years.

2. PARTICIPANTS

Any California school, school district, library, community college, county office of education, public agency, or non-profit educational entity using the RFP to buy Services is a "Participant" in the SPURR E-Rate program, whether or not the Participant seeks, or ultimately obtains, E-Rate funding.

Vendor acknowledges that each Participant is responsible for (a) completing their own due diligence regarding the suitability of Vendor and Services for Participant's needs, (b) entering into one or more agreements with Vendor to document the quantities and delivery terms for Services, (c) completing E-Rate Form 471 and all other E-Rate procedures and filings (except for the RFP and SPURR's E-Rate Form 470s referenced above) necessary for Participant to obtain E-Rate funding, if Participant is seeking E-Rate funding.

The RFP was conducted for the limited purposes specified in the RFP. SPURR does not provide assurance or warranty to Vendor with respect to other issues, including but not limited to E-Rate funding for Services or Participant's payments to Vendor. SPURR will not represent Vendor in the resolution of disputes with Participants.

3. AUTHORIZATIONS TO ORDER

To confirm Participant's request to buy, and Vendor's agreement to sell, Services using the RFP, Participant and Vendor must complete and execute an Authorization to Order (an "ATO") for the specific Services and submit that ATO to SPURR. The ATO will be in a form provided by SPURR to Vendor. The ATO will contain a general description of the Services ordered, contact information for Vendor and Participant related to purchase and sale of the Services, and an acknowledgement that the purchase is subject to the terms of the RFP and this SMC.

A completed ATO must be presented to SPURR **not later than thirty (30) days** after Participant and Vendor reach agreement on quantities and delivery terms for Services. SPURR will promptly review submitted ATOs and will accept timely submitted and properly completed ATOs. SPURR will provide copies of each accepted ATO to the Vendor and the Participant who are parties to that ATO.

An ATO is not valid for purchase of Services until the ATO has been accepted by SPURR, as evidenced by SPURR's execution of the ATO.

4. REPLACEMENT ITEMS

If, prior to the Order Deadline, items included in the Services are replaced by the supplier or manufacturer with new items, then Vendor shall provide notice to SPURR of any replacement items **in advance** of Vendor offering replacement items to a Participant. The notice of replacement items must include (a) a description, price, and discount level (if any) for each replacement item, in searchable pdf format, (b) a written statement, signed by an officer of Vendor, that the replacement items are like-for-like substitutions of items originally included in the Services and are offered at prices and discount levels (if any) equal to or better than those in the original Appendix B price list.

If advance notice of replacement items is not provided to SPURR, then the replacement items are ineligible for purchase using the RFP, unless and until SPURR in its sole discretion waives the lack of advance notice.

5. PROGRAM PROMOTION

Vendor will use reasonable marketing, educational, and sales efforts to promote purchasing of Services through the RFP and under this SMC. SPURR will reasonably support Vendor's marketing, educational, and sales efforts.

6. INVOICING FOR SERVICES

Vendor shall invoice each Participant directly for Services and shall simultaneously submit copies of each invoice to SPURR for SPURR's records. Each Participant is responsible for payment to Vendor.

7. TRANSACTION REPORTING

Vendor will comply with all reasonable requests by SPURR for information regarding Vendor's transactions with Participants, including transmittal of transaction data in electronic format. Vendor will report to SPURR all Services ordered by Participant, in reasonable detail, not later than sixty (60) days after order. Vendor acknowledges that SPURR will track the use of each SMC through databases managed by USAC-SLD.

8. ADMINISTRATIVE FEE

Vendor shall pay to SPURR an administrative fee (the "Administrative Fee") equal to three percent (3.0%) of the gross invoiced amount of any Participant agreement with Vendor based on an award under the RFP, including any agreement extensions or renewals. Computations of the Administrative Fee shall exclude state, local, or federal taxes levied on invoiced amounts.

The Administrative Fee is due and payable to SPURR within thirty (30) days of Vendor's receipt of invoice payment from Participant. Past due Administrative Fees shall bear interest at the rate of one and one-half percent (1.5%) per month until paid in full.

9. INDEMNIFICATION

Vendor will indemnify, defend and save harmless SPURR and any Participant contracting with Vendor under this SMC ("Indemnified Parties") from any and all claims, demands, suits, proceedings, loss, cost and damages of every kind and description, including any attorney's fees or litigation expenses, which might be brought against or incurred by Indemnified Parties on account of loss or damage to any property or for injuries to or death of any person, caused by, arising out of, or contributed to, in whole or in part, by reasons of any act, omission, professional error, fault, mistake, or negligence of Vendor, its employees, agents, representatives, or subcontractors in connection with or incident to this SMC, or arising out of worker's compensation claims, unemployment compensation claims, or unemployment disability compensation claims of employees of Vendor, or its subcontractors or claims under similar laws or obligations. Vendor's indemnification obligation will not extend to liability caused by the sole negligence of Indemnified Parties.

10. ATTORNEYS' FEES

If any action at law or in equity is brought to enforce or interpret the provisions of this SMC, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other relief to which the party may be entitled.

11. SEVERABILITY

In the event that any provision of this SMC is held invalid or unenforceable by a court of competent jurisdiction, no other provision of this SMC will be affected by such holding, and all of the remaining provisions of this SMC will continue in full force and effect.

12. DEFAULTS

In the event that Vendor defaults in its obligations under this SMC, and if such default is not cured within 30 days after notice of the default from SPURR to Vendor, then SPURR may pursue any available remedies against Vendor, including but not limited to revocation of the award to Vendor under the RFP.

13. GOVERNING LAW

This SMC shall be governed by California law, without regard to principles of conflicts of law.

14. NOTICES

All notices under this SMC must be in writing and will be effective (a) immediately upon delivery in person or by messenger, (b) the next business day after prepaid deposit with a commercial courier or delivery service for next day delivery, (c) upon receipt by facsimile as established by evidence of successful transmission, or (d) five (5) business days after deposit with the US Postal Service, certified mail, return receipt requested, postage prepaid. All notices must be properly addressed to the addresses set forth on the signature page to this SMC, or at such other addresses as either party may subsequently designate by notice.

15. TERM

This agreement shall terminate on the later of (a) the Order Deadline, if no Services have been ordered under this SMC, (b) one year after the final delivery of Services to a Participant. The parties' respective obligations under the following sections of this SMC shall survive any termination of this SMC: Transaction Reporting, Administrative Fee, Indemnification, Attorneys' Fees, Severability, Defaults, Governing Law, and Notices.

IN WITNESS WHEREOF, the parties have executed this SMC as of the Effective Date.

SCHOOL PROJECT FOR UTILITY RATE
REDUCTION, a California joint powers
authority

By: 
Michael Röchman, Managing Director

Address for Notice:
Attn: Managing Director
1850 Gateway Blvd, Suite 235
Concord, CA 94520
Phone: (925)743-1292
Fax: (925)743-1014

AMS.NET, Inc., a Delaware
corporation

By: 
Print Name: Robert Tocco
Print Title: President

Address for Notice:
Attn: TOM VASCONI
Address: 502 Commerce Way
Livermore, CA 94551
City, State, Zip:
Phone: 925.245.6100
Fax: 925.245.1250

APPENDIX A – VENDOR INFORMATION

Vendor: AMS.NET, Inc.
 SPURR Master Contract: SMC-ER-008
 RFP Issued: 10/14/2011 RFP Title: VOIP Components
 E-Rate Services Category: Internal Connections; Basic Maintenance of Internal Connections
 SPURR E-Rate Form 470 ID: 983080000936948
 Vendor Service Provider Identification Number (SPIN): 143005380
 Vendor URL (home page or page specific to SPURR program): www.ams.net
 General Description of Vendor: NETWORK INTEGRATOR

SMC Notice Contact

Name: THOMAS VASCONI
 Title: VP OF SALES
 Address: 507 COMMERCIAL WAY
 City, St, Zip: LIVERMORE CA 94551
 Phone: 925 245 6124
 Alt Phone: _____
 Email: tvasconi@ams.net

Sales Contact

Name: SAME
 Title: _____
 Address: _____
 City, St, Zip: _____
 Phone: _____
 Alt Phone: _____
 Email: _____

Technical Contact

Name: OLIVER THOMAS
 Title: SALES ENGINEERING MANAGER
 Address: 507 COMMERCIAL WAY
 City, St, Zip: LIVERMORE CA 94551
 Phone: 925 245 6155
 Alt Phone: _____
 Email: othomas@ams.net

Invoicing/Payables Contact

Name: DIANA MORGAN
 Title: DIRECTOR OF ADMINISTRATION
 Address: 507 COMMERCIAL WAY
 City, St, Zip: LIVERMORE CA 94551
 Phone: 925 245 6111
 Alt Phone: _____
 Email: dmorgan@ams.net

E-Rate Contact

Name: THOMAS VASCONI
 Title: _____
 Address: SAME
 City, St, Zip: _____
 Phone: _____
 Alt Phone: _____
 Email: _____

Other Contact (Optional)

Name: _____
 Title: _____
 Address: _____
 City, St, Zip: _____
 Phone: _____
 Alt Phone: _____
 Email: _____

APPENDIX B – VENDOR PRICING

Vendor: AMS.NET, Inc.

SPURR Master Contract: SMC-ER-008

RFP Issued: 10/14/2011 RFP Title: VOIP Components

E-Rate Services Category: Internal Connections; Basic Maintenance of Internal Connections

SPURR E-Rate Form 470 ID: 983080000936948

Services:

Cisco VOIP (Equipment & Basic Maintenance)

Price List:

Itemized price list must either (a) be attached to SMC, or (b) if document is too lengthy to attach conveniently in paper form, be provided to SPURR in a searchable pdf file titled “SMC-ER-008 Appendix B Original Price List.”