

1 The prices set in Exhibit "A" shall be firm and no price adjustments shall be
2 made.

3 4. Payment shall be made in due course of payments of the City after
4 delivery of said product acceptance thereof by the City Manager or his authorized
5 representative, and receipt of an invoice from Contractor.

6 5. Any notice desired or required hereunder shall be in writing and
7 personally delivered or deposited in the U.S. Postal Service, first class, postage prepaid,
8 addressed to Contractor at the address first stated herein, and to the City at 333 West
9 Ocean Boulevard, Long Beach, California 90802, Attn: City Manager. Notice of change
10 of address shall be given in the same manner as stated herein for other notices. Notice
11 shall be deemed given on the date deposited in the mail or on the date personal delivery
12 is made, whichever first occurs

13 6. Neither this Agreement nor any of the moneys which may become
14 due to Contractor hereunder may be assigned by Contractor without the prior written
15 consent of the City Manager.

16 7. The acceptance of any item by the City or the payment of any money
17 by the City shall not operate as a waiver of any provision of this Agreement, or of any
18 power of the City, or of any right to damages. The waiver of any breach or default
19 hereunder shall not be held to be a waiver of any other or subsequent breach or default.

20 8. This Agreement shall commence on March 2, 2011 and shall
21 terminate at midnight on March 1, 2012.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

EMPIRE CABLING, INC., a California corporation

April 18, 2011

By Paul Walker
President

Paul Walker
Type or Print Name

April 18, 2011

By Marie Chodkowski
Secretary

Marie Chodkowski
Type or Print Name

"Contractor"

CITY OF LONG BEACH, a municipal corporation
Assistant City Manager

56, 2011

By [Signature]
City Manager

~~EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.~~

"City"

This Agreement is approved as to form on April 26, 2011.

ROBERT E. SHANNON, City Attorney

By [Signature]
Deputy

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

EXHIBIT "A"



City of Long Beach
 Purchasing Division
 333 W Ocean Blvd/7th Floor
 Long Beach CA 90802

INFORMAL BID
 ** THIS IS NOT AN ORDER **

PAGE: 01

SUBMIT BID TO:
 BUYER: PEGGY L CHAMBERS
 PURCHASING DIVISION
 333 W OCEAN BLVD/7TH FLOOR
 LONG BEACH CA 90802

PRINT DATE: 07/26/2010
 REQUEST NO.: ITLB10000090
 ---BIDS MUST BE RECEIVED BY---
 | 08/03/10 TIME: 02:00 PM |

VENDOR NAME: *Empire Cabling Inc*
 ADDRESS: *668 FLINN AVE #27*
MOORPARK, CA 93021

DELIVERY: *8/31/10 (32 days)*
 (DELIVERY IN CALENDAR DAYS)

U053922

FOR INFORMATION, CALL: PEGGY L CHAMBERS
 (NO COLLECT CALLS) (562)-570-6200 EXT-
 SPEC CONTACT: NORMAN MAESHIMA

(562) 570-6378

IMPORTANT: LONG BEACH, DISADVANTAGED, MINORITY, AND WOMEN-OWNED BUSINESSES ARE ENCOURAGED TO RESPOND TO THIS SOLICITATION

 ** THIS BID FORM AND THE ATTACHMENT SHOULD BE EMAILED TO **
 ** PEGGY.CHAMBERS@LONGEACH.GOV NO LATER THAN 2PM ON AUGUST 3, 2010. **
 ** ATTACHMENT SHOULD BE EMAILED AS AN EXCEL SPREADSHEET. **
 ** HARDCOPY OF BID FORM AND ATTACHMENT SHOULD BE MAILED TO: **
 ** PEGGY CHAMBERS, 333 W OCEAN BLVD/7TH FLOOR, LONG BEACH CA 90802. **

0001 725-59

FURNISH AND DELIVER MRV PARTS AND ACCESSORIES PER ATTACHED FIBER OPTIC NETWORK EQUIPMENT LIST. BID ONLY WHAT MRV HAS AUTHORIZED YOUR COMPANY TO SELL.

ALL PRICES QUOTED SHALL INCLUDE ALL USUAL DELIVERY AND UNLOADING CHARGES, FOB DESTINATION TO:

CITY OF LONG BEACH
 333 W OCEAN BLVD/12TH FLOOR
 LONG BEACH CA 90802

VENDOR WILL BE RESPONSIBLE FOR ALL TRANSPORTATION AND PACKAGING COSTS OF MATERIALS.

THE QUANTITIES STATED HEREIN REPRESENT ESTIMATED QUANTITIES.
 CONTINUED, NEXT PAGE

THIS INFORMATION IS AVAILABLE IN AN ALTERNATE FORMAT BY CONTACTING 562-570-6200

THE CITY RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES IN ACCORDANCE WITH ACTUAL NEEDS AND/OR FUND AVAILABILITY.

THE CITY RESERVES THE RIGHT TO AWARD TO MORE THAN ONE VENDOR.

PRICES SHALL BE EQUAL TO OR LESS THAN THOSE QUOTED THROUGHOUT THE CONTRACT PERIOD.

CITY'S PURCHASES OF GOODS AND SERVICES ARE BASED ON THE CITY'S ACTUAL NEEDS AND REQUIREMENTS. THE CITY IS OBLIGATED UNDER THIS CONTRACT/ PURCHASE ORDER TO PURCHASE AND PAY FOR ONLY THOSE GOODS AND SERVICES THAT THE CITY NEEDS AND REQUIRES, AND THAT THE CITY ACTUALLY ORDERS AND RECEIVES. ANY DOLLAR AMOUNT IDENTIFIED AS A "NOT TO EXCEED" AMOUNT IN ANY CITY DOCUMENT IS NOT A GUARANTEED PAYMENT AMOUNT TO ANY VENDOR OR SERVICE PROVIDER. FURTHERMORE, THE CITY MAY DETERMINE THAT ITS NEEDS AND REQUIREMENTS MAY BE MET BY CITY LABOR OR BY A SECOND VENDOR OR SERVICE PROVIDER, EVEN AFTER AN AWARD IS MADE TO ONE VENDOR OR SERVICE PROVIDER. AN AWARD IS NOT A PROMISE OR GUARANTEE OF EXCLUSIVITY.

CITY CONTACT: NORMAN MAESHIMA 562/570-6378

*** GENERAL CONDITIONS ***

BUSINESS LICENSE REQUIREMENTS:

IN ACCORDANCE WITH MUNICIPAL CODE (SECTION 3.80.210) A BUSINESS LICENSE IS REQUIRED UNDER THE FOLLOWING CONDITIONS:

- A) IF YOU ARE PROVIDING A SERVICE IN LONG BEACH;
- B) IF YOU ARE PROVIDING AND DELIVERING A PRODUCT IN LONG BEACH.
(IF A THIRD PARTY DELIVERS THE PRODUCT, A BUSINESS LICENSE IS NOT REQUIRED.)

FOR MORE INFORMATION, CONTACT THE BUSINESS LICENSE SECTION AT 562-570-6211.

** LONG BEACH BUSINESS LICENSE NUMBER: _____
(REQUIRED UPON NOTIFICATION OF AWARD)

INTER-AGENCY PARTICIPATION:

IF OTHER AGENCIES EXPRESS AN INTEREST IN PARTICIPATING IN THIS BID, WOULD YOU SUPPLY THE SAME ITEMS? YES () NO (X)

(IF YES, ANY AGENCY ELECTING TO PARTICIPATE IN THIS BID WILL ORDER ITS OWN REQUIREMENTS WITHOUT REGARD TO THE CITY OF LONG BEACH. THE CITY OF LONG BEACH ASSUMES NO LIABILITY OR PAYMENT GUARANTEE ON ANY UNITS SOLD CONTINUED, NEXT PAGE

TO PARTICIPATING AGENCIES.)

AMERICANS WITH DISABILITIES ACT:

CONTRACTOR SHALL HAVE AND BE ALLOCATED THE SOLE RESPONSIBILITY TO COMPLY WITH THE AMERICANS WITH DISABILITIES ACT OF 1990 ("ADA") WITH RESPECT TO PERFORMANCE HEREUNDER AND CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICIALS AND EMPLOYEES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF FAILURE TO COMPLY WITH OR VIOLATION OF THE ADA AS SAID CLAIM RELATES TO THIS CONTRACT.

AWARD INFORMATION:

CITY'S PURCHASES OF GOODS AND SERVICES ARE BASED ON THE CITY'S ACTUAL NEEDS AND REQUIREMENTS. THE CITY IS OBLIGATED UNDER THIS CONTRACT/ PURCHASE ORDER TO PURCHASE AND PAY FOR ONLY THOSE GOODS AND SERVICES THAT THE CITY NEEDS AND REQUIRES, AND THAT THE CITY ACTUALLY ORDERS AND RECEIVES. ANY DOLLAR AMOUNT IDENTIFIED AS A "NOT TO EXCEED" AMOUNT IN ANY CITY DOCUMENT IS NOT A GUARANTEED PAYMENT AMOUNT TO ANY VENDOR OR SERVICE PROVIDER. FURTHERMORE, THE CITY MAY DETERMINE THAT ITS NEEDS AND REQUIREMENTS MAY BE MET BY CITY LABOR OR BY A SECOND VENDOR OR SERVICE PROVIDER, EVEN AFTER AN AWARD IS MADE TO ONE VENDOR OR SERVICE PROVIDER. AN AWARD IS NOT A PROMISE OR GUARANTEE OF EXLUSIVITY.

NOTICE TO BIDDERS REGARDING THE PUBLIC RECORDS ACT:

RESPONSES TO THIS INVITATION TO BID BECOME THE EXCLUSIVE PROPERTY OF THE CITY OF LONG BEACH. ALL BIDS SUBMITTED IN RESPONSE TO THIS INVITATION TO BID ARE A MATTER OF PUBLIC RECORD AND SHALL BE REGARDED AS PUBLIC RECORDS. EXCEPTIONS WILL BE ONLY THOSE ELEMENTS IN EACH BID THAT ARE DEFINED BY THE BIDDER AS BUSINESS OR TRADE SECRETS AND ARE MARKED AS "TRADE SECRETS", "CONFIDENTIAL" OR "PROPRIETARY".

THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR DISCLOSURE OF ANY RECORDS NOT MARKED AS "TRADE SECRETS", "CONFIDENTIAL" OR "PROPRIETARY". THE CITY SHALL NOT BE LIABLE OR RESPONSIBLE IN ANY WAY FOR DISCLOSURE OF ANY RECORDS SO MARKED IF DISCLOSURE IS DEEMED TO BE REQUIRED BY LAW OR BY A COURT ORDER.

BASIS OF AWARD OF CONTRACT: WITHOUT LIMITING THE POWER AND AUTHORITY WITH WHICH IT IS VESTED, THE CITY SHALL BE THE SOLE AUTHORITY IN DETERMINING THE LOWEST RESPONSIBLE BIDDER, TAKING INTO CONSIDERATION THE BIDDER'S EXPERIENCE, REFERENCES, EQUIPMENT, FACILITY, OPERATIONS, QUALITY, FITNESS, CAPACITY AND ADAPTABILITY IN RESPECT TO THE REQUIREMENTS OF THE SPECIFICATIONS FOR THE SERVICES PROPOSED. BID COMPLETE-

CONTINUED, NEXT PAGE

NESS, CLARITY, ACCURACY, AND COMPLIANCE WITH CITY REQUIREMENTS SHALL ALSO BE DETERMINING FACTORS OF AWARD.

DISCOUNTS:

DISCOUNTS OFFERED FOR PAYMENT WITHIN 14 DAYS OR LESS WILL NOT BE CONSIDERED WHEN EVALUATING BIDS. THE BIDDER OFFERS AND AGREES TO FURNISH THE ABOVE ARTICLES AND/OR SERVICES, AT THE PRICES AND TERMS STATED SUBJECT TO THE INSTRUCTIONS AND CONDITIONS ON THE REVERSE SIDE HEREOF. THIS OFFER SHALL BECOME A BINDING CONTRACT ON ACCEPTANCE BY THE CITY PURCHASING AGENT.

UNIT PRICE INCREASES WILL NOT BE ALLOWED DURING ANY TWELVE (12) MONTH CONTRACT PERIOD. DISCOUNTS ALLOWED, IF ANY, OFF MANUFACTURER'S CATALOGS AND/OR PRICE LISTS SHALL NOT BE DECREASED BUT MAY BE INCREASED FOR THE DURATION OF THE CONTRACT.

STATUS OF OWNERSHIP:

TO ASSIST THE PURCHASING DIVISION IN OBTAINING RECORDS OF THE CITY'S OUTREACH TO MINORITY-OWNED OR WOMAN-OWNED BUSINESS ENTERPRISES (MBE/WBE), BIDDER SHALL COMPLETE THE FOLLOWING (ANSWERS ARE OPTIONAL, AND FAILURE TO ANSWER WILL NOT DISQUALIFY BID):

COMPOSITION OF OWNERSHIP (MORE THAN 51%):

ETHNIC FACTORS OF OWNERSHIP:

- BLACK () AMERICAN INDIAN ()
- HISPANIC () OTHER NON-WHITE ()
- ASIAN () CAUCASIAN (X)

NON-ETHNIC FACTORS OF OWNERSHIP: MALE () FEMALE (X)

HAS FIRM PREVIOUSLY BEEN CERTIFIED AS A SBE BY ANY OTHER AGENCY:

YES () NO (X)

IS FIRM CERTIFIED AS DISADVANTAGED BUSINESS? YES () NO (X)

IF YES, NAME OF CERTIFYING AGENCY:

SBE/VSBEL/LSBE SUBCONTRACTORS (COMPLETE ONLY IF SUBCONTRACTORS WILL BE USED: THE FOLLOWING SBE/VSBEL/LSBE SUBCONTRACTORS ARE TO BE UTILIZED TO PROVIDE EQUIPMENT, MATERIAL, SUPPLIES AND/OR SERVICES FOR THIS BID REQUIREMENT:

COMPANY NAME: Empire Cabling Inc.

ADDRESS: 668 FLINN AVE #27

CITY/STATE/ZIP: MOORPARK, CA 93021

COMMODITY/SERVICE PROVIDED: MRV Product

CONTINUED, NEXT PAGE

CIRCLE APPROPRIATE DESIGNATION: SBE VSBE LSBE

DOLLAR VALUE (OR ESTIMATE) OF SUBCONTRACTOR PARTICIPATION: \$ N/A

BID RECEIPT: PLEASE INDICATE BELOW HOW YOU OBTAINED INFORMATION ON THIS BID (CHECK ALL THAT APPLY):

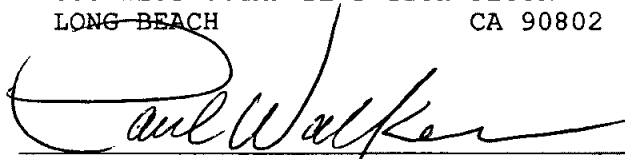
- RECEIVED BID NOTICE IN MAIL..... _____
- DOWNLOADED FROM THE INTERNET..... X
- WAS INFORMED BY DIVERSITY OUTREACH OFFICER... _____
- OBTAINED INFO FROM PURCHASING HOTLINE..... _____
- OBTAINED INFO FROM A CITY NETWORKING SESSION..... _____
- OBTAINED BID FROM PURCHASING COUNTER..... _____
- SAW ADVERTISEMENT..... _____
- RECEIVED EMAIL FROM BIDS ONLINE..... _____
- OTHER _____

SUMMARY OF ADDRESSES ON ITB

SHIPPING ADDR CODE: TSNS

NETWORK/DESKTOP SERVICES BUREAU
TECHNOLOGY SERVICES DEPARTMENT
333 WEST OCEAN BLVD 12TH FLOOR
LONG BEACH CA 90802

SIGNATURE OF OWNER OR OFFICER:



PRINT NAME AND TITLE OF SIGNER:

Paul Walker, President

DATE:

7/29/10

FEDERAL TAX ID OR SSN:



TELEPHONE:

805-531-5455

FAX:

805-531-5496

ITLB1000090 MRV Parts and Accessories

Quote new equipment designed, manufactured and sold for U.S. market

Est Qty	Part No.	Desc	List Price	Ext Price	Discount level	Discounted Ext Price
Shelf Hardware						
1	LD1600P	LambdaDriver-1600, 16 "short" and 6 "long" slots DWDM Chassis without power supply (up to 4 EM800P/xx power supplies should be ordered separately).	\$2,995	\$2,995	45%	\$1,647
1	EM800P-PS/AC	AC (90-240V) Power supply for LD800P and LD1600P/L.	\$395	\$395	45%	\$217
1	EM1600-MNGP	MNG Management Module for the LD1600P/L.	\$1,695	\$1,695	45%	\$932
1	LD800P	LambdaDriver-800, 11 slot WDM Chassis. (EM800P power supplies should be ordered separately).	\$2,100	\$2,100	45%	\$1,155
1	EM800-MNGP	MNG Management Module for the LD200/400/800P/L.	\$1,235	\$1,235	45%	\$679
Passives						
1	A6DD8xx	8 Sequential wavelengths DWDM DF OADM module for LD1600 with xx=starting channel (xx=20,28,36,44,52,21,29,37,45,53) with Express port.	\$6,995	\$6,995	45%	\$3,847
1	A8DD8xx	8 Sequential wavelengths DWDM DF OADM module for LD800 with xx=starting channel (xx=20,28,36,44,52,21,29,37,45,53) with Express port.	\$6,995	\$6,995	45%	\$3,847
1	EM1600-MUX40	40 100G spacing wavelengths DWDM Multiplexer module for LD1600 (ch#20 to ch#59).	\$8,495	\$8,495	45%	\$4,672
1	EM1600-DMUX40	40 100G spacing wavelengths DWDM Demultiplexer module for LD1600 (ch#20 to ch#59).	\$8,495	\$8,495	45%	\$4,672
1	A6DDxx/yy/zz/ww	4 wavelengths DWDM DF OADM module for LD1600	\$2,995	\$2,995	45%	\$1,647
1	A8DDxx/yy/zz/ww	4 wavelengths DWDM DF OADM module for LD800	\$2,995	\$2,995	45%	\$1,647
Transponders						
1	EM2009-GM2	2 GE ports TDM Multiplexer channel card with SFP receptacles	\$2,995	\$2,995	45%	\$1,647
1	TM2-XFP	XFP Access and Line ports, 10Gbps dual transponder for 10GE, 10GFC, STM64/OC192.	\$3,995	\$3,995	45%	\$2,197
Amplifiers						
1	EM800-OAB	Optical Booster Amplifier for the LambdaDriver-800 with GFF.	\$12,995	\$12,995	45%	\$7,147
Redundant trunk protection module						

Est Qty	Part No.	Desc	List Price	Ext Price	Discount level	Discounted Ext Price
1	EM1600-RED/NS	Redundant link module for LD1600 w/o OSC	\$2,595	\$2,595	45%	\$1,427
		XFP/SFP Plug ins				
1	SFP27DWLR08-XX	SFP Multi-Rate LR, 100-2700Mbps, SM DWDM (XX=ITU C-Band Channels 17-60 for 100 GHZ), 80km, with Digital Diagnostics.	\$2,495	\$2,495	45%	\$1,372
1	SFP-DGD-SX	SFP Dual Rate 1/2.1 Gbps SX, or 1000Base-SX GigE, MM, 850nm, 0-550m, with Digital Diagnostics.	\$90	\$90	45%	\$50
1	XFP-DWLR08-XX	OC192/STM-64, 10GE or 10G FC, SM DWDM (XX + ITU C-Band Channels 17-61 for 100 GHZ), 80 km, with Digital Diagnostics.	\$7,495	\$7,495	45%	\$4,122
1	XFP-DWIR204-XX	OC192/STM-64, 10GE or 10G FC, SM DWDM (XX + ITU C-Band Channels 17-60 for 100 GHZ), 40 km, with Digital Diagnostics.	\$5,995	\$5,995	45%	\$3,297
1	XFP-10GD-SX	XFP 10-GbE, or 10GFC, MM, 850nm, 300M with Digital Diagnostics	\$795	\$795	45%	\$437
		Cables & Misc.				
1	CA-SMS-LC/MU-06	F/O cable LC-MU 65 cm, SM	\$50	\$50	10%	\$45
1	CA-SMS-MU/MU-1	F/O cable MU-MU 1 m, SM	\$50	\$50	10%	\$45
1	CA-SMS-SC/MU-1	F/O cable SC-MU 1 m, SM.	\$50	\$50	10%	\$45
1	CA-SMS-SC/SC065	F/O cable SC-SC 0.65 m, SM.	\$50	\$50	10%	\$45
1	AT-5SC/SC	5dB attenuator UPC SC/SC connectors	\$80	\$80	10%	\$72
1	CA-SMS-SC/SC-3	F/O cable SC-SC 3 m, SM.	\$50	\$50	10%	\$45
				\$85,170	H/W Sub Total	\$46,959
		Support				
	SVC-PRIORITY+	Priority Plus Support - 24x7 phone support coverage, overnight HW replacement, provides for free return-to-factory repairs; SW updates, Docs and Tech info via WWW. HW exchange activation start-up time varies with product but typically 30 days or less. Cost: 10%(in warranty), 14%(non-warranty) of HW list; \$2500 Min. waived if support is purchased at the time of sale.				
	SVC-HOURLY+	Support - Service Hourly rate		\$8,517	10%	\$7,665
				\$75	0%	\$54.66
				\$85,245	Sub Total	\$54,624.30
					Tax 9.75%	4,578.50
					Total	\$59,202.80