

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

1 AGREEMENT

2 **32134**

3 THIS AGREEMENT is made and entered, in duplicate, as of March 2, 2011
4 for reference purposes only, pursuant to a minute order adopted by the City Council of
5 the City of Long Beach at its meeting on March 1, 2011, by and between NE SYSTEMS
6 INCORPORATED, a California corporation, with a place of business at 25106 Barnhill
7 Road, Santa Clarita, California 91350 ("Contractor"), and the CITY OF LONG BEACH, a
8 municipal corporation ("City").

9 WHEREAS, pursuant to Bid ITLB1000090 to furnish and deliver MRV parts
10 and accessories published July 26, 2010, bids were received, publicly opened and
11 declared on the date specified therein; and

12 WHEREAS, the City Manager accepted the bid of Contractor; and

13 WHEREAS, the City Council authorized the City Manager to enter a
14 contract with Contractor to furnish and deliver MRV parts and accessories;

15 NOW, THEREFORE, in consideration of the mutual terms, covenants, and
16 conditions in this Agreement, the parties agree as follows:

17 1. Contractor shall sell, furnish, and deliver to the City the products
18 listed in accordance with Bid ITLB1000090 and Contractor's Bid, all of which are on file in
19 the office of the City Clerk.

20 2. Bid ITLB1000090 and Contractor's Bid are incorporated herein by
21 reference. Said documents together with this Agreement constitute the Agreement
22 between the parties.

23 3. City shall pay to Contractor for said products in an amount not to
24 exceed two hundred seventeen thousand dollars (\$217,000), the prices set forth on
25 Exhibit "A" attached hereto and incorporated herein by this reference.

26 The foregoing prices do not include federal excise tax from which
27 municipalities are exempt, and none shall be charged to the City. California state sales
28 tax or use taxes, or any municipal or county sales taxes shall be added where applicable.

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.

22 ///

23 ///

24 ///

25 ///

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28 ///

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

3 NE SYSTEMS INCORPORATED, a
4 California corporation

5 April 14, 2011, 2011

By Neal N. Myrdall
President

6
7 April 14th, 2011

Type or Print Name
By Ed Pailla
Secretary
Ed Pailla
Type or Print Name

8
9
10 "Contractor"

11 CITY OF LONG BEACH, a municipal
12 corporation Assistant City Manager

13 5.5, 2011

By [Signature]
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

14 "City"

15 This Agreement is approved as to form on May 2
16 2011.

17
18 ROBERT E. SHANNON, City Attorney

19 By [Signature]
20 Deputy
21
22
23
24
25
26
27
28

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
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

BPO ID: BPTS10000022

PRINT DATE: 09/14/2010

PAGE: 01

** ORIGINAL **

NE SYSTEMS INCORPORATED

25106 BARNHILL ROAD
 SANTA CLARITA

CA 91350

SHIP TO:
 AS SPECIFIED ON INDIVIDUAL ORDERS

PLEASE REFER ALL QUESTIONS
 CONCERNING THIS ORDER TO:
 PEGGY L CHAMBERS
 TEL: (562)570-6363

ITB ID	EXPR DATE	F.O.B. POINT	DISCOUNT TERMS	CONTRACT AMOUNT
	09/01/2011	DESTINATION		90,000.00

TERMS:

TERM ORDER FOR THE PERIOD COMMENCING 09/01/2010 TO 09/01/2011 FOR FURNISHING AND DELIVERING MRV PARTS AND ACCESSORIES IN ACCORDANCE WITH DEPARTMENT NEEDS AND/OR FUND AVAILABILITY.

ALL PRICES QUOTED INCLUDED ALL USUAL DELIVERY AND UNLOADING CHARGES, FOB DESTINATION.

REFERENCE ITLB10000090.

SHELF HARDWARE 45% DISCOUNT
 PASSIVES 45% DISCOUNT
 TRANSPONDERS 45% DISCOUNT
 AMPLIFIERS 45% DISCOUNT
 REDUNDANT TRUNK PROTECTION MODULE 45% DISCOUNT
 XFP/SFP PLUG INS 45% DISCOUNT
 CONTINUED, NEXT PAGE



City of Long Beach
 City Purchasing Agent
 333 W. Ocean Blvd./7th Floor
 Long Beach, CA 90802

PURCHASE ORDER

BPO ID: BPTS10000022

PRINT DATE: 09/14/2010

PAGE: 02

** ORIGINAL **

CABLES & MISCELLANEOUS 10% DISCOUNT

SUPPORT

PRIORITY PLUS SUPPORT - 24X7 PHONE SUPPORT 10% DISCOUNT

DEPT CONTACT: NORM MAESHIMA, 562-570-6378.

ITEM	COMMODITY ID	U/M	UNIT COST
001	725-59	EA	

----- END OF ITEM LIST -----

THIS BLANKET PURCHASE ORDER IS BEING SENT TO YOU FOR YOUR FILES. EACH DEPT THAT USES THE BPO WILL CREATE THEIR OWN PO RELEASE AGAINST THE BPO. PO RELEASE WILL BE SENT TO YOU EITHER VIA US MAIL OR FAX. THE CITY PURCHASING AGENT'S SIGNATURE WILL NOT APPEAR ON THE RELEASE; AN AUTHORIZED PERSON IN THAT DEPT WILL SIGN THE RELEASE. SHIPMENT OR SERVICE SHALL BE MADE AGAINST THE RELEASE PO NUMBER.

 THIS BPO NUMBER SHOULD NOT BE USED ON THE INVOICE. ONLY THE PO NUMBER PROVIDED BY THE USING DEPARTMENT SHOULD BE USED. FAILURE TO OBTAIN THE PO NUMBER AND PROVIDE THAT NUMBER TO THE CITY ON ALL INVOICES WILL RESULT IN DELAYS IN PAYMENT.

 THE GENERAL CONDITIONS ARE HEREBY INCORPORATED BY REFERENCE.

 QUESTIONS REGARDING THIS BLANKET PURCHASE ORDER SHOULD BE DIRECTED TO THE BUYER AS SHOWN ON THE BPO.

ISSUANCE OF THE PURCHASE ORDER BY THE CITY CONSTITUTES ACCEPTANCE OF SUPPLIER'S OFFER ON THE TERMS AND CONDITIONS STATED HEREIN AND IN ANY ADDENDUM HERETO.

TOTAL ESTIMATED EXPENDITURES (CONTRACT AMOUNT) ARE NOTED HEREIN. THE CONTRACT AMOUNT SHALL NOT BE EXCEEDED, INCLUDING TAX, WITHOUT WRITTEN AUTHORIZATION.

PRICES SHALL BE IN ACCORDANCE WITH THOSE EXTENDED TO OTHER GOVERNMENTAL AGENCIES. APPLICABLE STATE AND COUNTY SALES TAX WILL BE ADDED TO INVOICE.

CONTINUED, NEXT PAGE



City of Long Beach
City Purchasing Agent
333 W. Ocean Blvd./7th Floor
Long Beach, CA 90802

PURCHASE ORDER

BPO ID: BPTS10000022

PRINT DATE: 09/14/2010

PAGE: 03

** ORIGINAL **

THIS PURCHASE ORDER AMOUNT IS ONLY AN ESTIMATE. THE CITY NEITHER WARRANTS NOR GUARANTEES THAT THE TOTAL PURCHASE ORDER AMOUNT WILL BE REACHED.

AUTHORIZED SIGNATURE: _____

A handwritten signature in black ink, appearing to be "W. H. ...", written over a horizontal line.

DATE 09-14-2010

***** LAST PAGE *****



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: *NE Systems Incorporated*
 ADDRESS: *25104 Barnhill Rd*
Santa Clarita CA 91350
VOS3971

DELIVERY: 29 DAYS ARO
 (DELIVERY IN CALENDAR DAYS)

FOR INFORMATION, CALL: PEGGY L CHAMBERS
 (NO COLLECT CALLS) (562)-570-6200 EXT- 4
 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 (X) OTHER NON-WHITE ()
- ASIAN () CAUCASIAN ()

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

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

YES (X) NO ()

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

IF YES, NAME OF CERTIFYING AGENCY:

Calif DGS 38220

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

COMPANY NAME: _____
 ADDRESS: _____
 CITY/STATE/ZIP: _____
 COMMODITY/SERVICE PROVIDED: _____

CONTINUED, NEXT PAGE

CIRCLE APPROPRIATE DESIGNATION: SBE VSBE LSBE

DOLLAR VALUE (OR ESTIMATE) OF SUBCONTRACTOR PARTICIPATION: \$ na

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.....
- 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:

Ed Padilla

PRINT NAME AND TITLE OF SIGNER:

Ed Padilla, CEO

DATE:

7-27-10

FEDERAL TAX ID OR SSN:

[REDACTED]

TELEPHONE:

(661) 714 5431

FAX:

(661) 554 7304

CIRCLE APPROPRIATE DESIGNATION: SBE VSBE LSBE

DOLLAR VALUE (OR ESTIMATE) OF SUBCONTRACTOR PARTICIPATION: \$ na

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.....
- WAS INFORMED BY DIVERSITY OUTREACH OFFICER...
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- 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: Ed Padilla, CEO

DATE: 7-27-10 FEDERAL TAX ID OR SSN: XXXXXXXXXX

TELEPHONE: (661) 714 5431 FAX: (661) 554 7304

INSTRUCTIONS AND CONDITIONS

The bidder shall comply with the following instructions and conditions:

1. BID PREPARATION AND INSTRUCTIONS

- a. All prices and notations must be typewritten or written in ink. Any change, alteration or correction in the bid must be initialed in ink by the person signing the bid.
- b. Bidder shall state brand name or make of each item if not bidding on item as described, and the manufacturer's name and catalog number. Bidder shall also attach specifications and furnish other data to establish the suitability of the substituted item.
- c. Bidder shall quote separately on each item and prices must be stated and the units specified.
- d. All bids must be signed by an officer of the corporation or, if not a corporation, by owner.
- e. Bidder shall quote the lowest price and best delivery date.
- f. Bidder shall make delivery to designated locations and City will not pay any extra charge for transportation, containers, packaging, etc.

2. SUBMISSION OF BIDS

- a. Each bid must be submitted in a separate sealed envelope with bid number and due date on outside to the office of the City Purchasing Agent by 2:00 p.m. on the date specified.
- b. Bidder will not be permitted to make changes, corrections or alterations in the bid after the bid is opened and may only withdraw the bid for legal cause.
- c. A failure to respond to requests for bids without reason may constitute cause to remove bidder's name for City's bid list.

3. AWARD

- a. Discounts offered for payment within 14 days or less will not be considered when evaluating bids.
- b. Unless the bidder specified in the bid that the bid is on an "all or none basis," the City shall have the right to accept any item or group of items of any bid.
- c. Bids may be accepted at any time within 90 days after the opening, unless otherwise stipulated.
- d. A Purchase Order mailed or otherwise furnished to the bidder is a binding contract without further action by either party.
- e. Bidder shall become familiar with all terms and conditions of the City prior to submitting a bid.

4. DELIVERY

Time of delivery is a part of the consideration and must be stated in definite terms. Time is of the essence.

5. TAXES

- a. The City is exempt from payment of Federal Excise Tax under certificate No. 95-730502K; number will be shown on all orders and an exemption certificate will be issued on request.
- b. Unless otherwise indicated by bidder, prices quoted shall be deemed to exclude Sales or Use Taxes.

6. BRAND NAMES

Where brand names and model numbers are used in Request for Quotation and articles are identified by a "Brand Name or Equal" description, such reference is not intended to be restrictive but is for the sole purpose of identifying and indicating to bidders a description of the articles required. Bids on substitute items will be considered, provided the bid clearly describes the substitute items and they are equal in quality, utility and performance.

7. RIGHT TO REJECT

City reserves the right to reject any and all bids, to waive any technicalities and informalities, and to accept or reject any or all bids.

8. SAMPLES

Samples of items, when requested or required for evaluation, must be furnished free of charge to the City. Samples not destroyed will, on request, be returned at the bidder's expense. If no request is received by the City from the bidder within 30 days after receipt of samples, the City will dispose of the samples.

9. STATE AND LOCAL CODES, LAWS, ETC.

- a. All Suppliers shall comply with all laws, rules, regulations, and ordinances relating to the goods and services provided by the Supplier, including but not limited to Safety Orders and Regulations of the California Division of Industrial Safety, Title 8, California Code of Regulations (CAL/OSHA) and all applicable OSHA regulations as well as all other applicable California Code of Regulations.
- b. All electrical, radio and electronic equipment, materials, supplies and accessories must bear the seal of approval of the Underwriters Laboratories, Inc., or the Electrical Testing Laboratories of the City of Los Angeles. Where seals of approval are not visible, a signed statement of such approval shall be furnished to the City, if so requested by the City.
- c. Suppliers shall have valid City and State licenses.

10. SUPPLIER CONDITIONS AND RESPONSIBILITIES

- a. If Supplier fails to comply with the Purchase Order, the City may cancel the Purchase Order, procure the materials, equipment or supplies from other sources, or have the work performed by others, and Supplier shall pay to City the difference between the price specified in the Purchase Order and the actual cost to City. If any money is due to Supplier, City may deduct the loss sustained by City from the money due and pay balance, if any, to Supplier.
- b. Supplier shall pay cost of inspection of deliveries or offers for delivery which do not meet specifications.
- c. Supplier will not be held liable for failure or delay in fulfillment if hindered or prevented by a cause beyond Supplier's control. Bankruptcy or financial difficulties are not causes beyond Supplier's control.

11. PAYMENT

- a. Payment terms are Net/30 unless bidder quotes otherwise.
- b. Partial payment may be made upon receipt of invoice by City Accounting Division.
- c. Payments are made in due course of payments of City, after the first of each month, for actual quantities furnished during the previous month and accepted by City.

12. PUBLIC WORK

In the performance of public work under any Purchase Order the Supplier shall:

- a. Comply with the provisions of Standard Specifications for Public Works Construction, latest edition.
- b. Obtain a license from the Commercial Services Bureau, pursuant to Section 3.80.210 of the Long Beach Municipal Code, if required.
- c. Furnish a Labor and Material Bond for 100 percent of the amount of the Purchase Order when the Purchase Order is over \$25,000 or when required by City Purchasing Agent.
- d. Furnish a certificate showing Supplier has complied with the California Workers' Compensation laws.
- e. Furnish comprehensive general liability insurance, as required by the Purchase Order, before commencing work, and naming the CITY, ITS OFFICIALS, EMPLOYEES AND AGENTS AS ADDITIONAL INSURED.

13. NON-DISCRIMINATION

Supplier shall comply with federal, state and local laws and ordinances relating to non-discrimination.

14. CANCELLATIONS

Failure to comply with terms and conditions stated on reverse side hereof may be cause for cancellation of Purchase Order without notice.

15. SUBCONTRACTOR

Bidder shall list the name and location of the place of business of each Subcontractor who will perform work, labor, or services for the bidder, or who specially fabricates and installs a portion of the work or improvement in an amount in excess of one-half of one percent of the bidder's total Purchase Order cost. The Subcontractor list shall be submitted with the bidder's bid.

16. NEEDS AND REQUIREMENTS

City's purchases are based on its actual needs and requirements. Any quantities shown on the bid sheet are only estimates or are shown to allow bidding based on quantity discounts. By submitting a bid, bidder acknowledges and agrees that City is not committed to buying all or any of the quantities shown on the bid.

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%	\$75
				\$85,245	Sub Total	\$54,624
					Tax 9.75%	4,578.50
					Total	\$59,202.80