

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

AGREEMENT

34929

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

THIS AGREEMENT is made and entered, in duplicate, as of April 12, 2018 for reference purposes only, pursuant to Resolution No. RES-18-0047, adopted by the City Council of the City of Long Beach at its meeting on April 3, 2018, by and between AMS.NET, INC., a Delaware corporation ("Contractor"), with a place of business at 502 Commerce Way, Livermore, California 94551, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, City is in need of fiber optic cabling and related electrical equipment for the Library Services Department; and

WHEREAS, City did by Resolution No. RES-18-0047 determine that the City's need for fiber optic cabling and related electrical equipment for the Library Services Department could only be met by Contractor and, by reason of the foregoing, no useful purpose would be served by advertising for bids for fiber optic cabling and related electrical equipment for the Library Services Department, and to do so would constitute an idle and useless act and an unnecessary expenditure of public funds;

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

1. SCOPE OF WORK OR SERVICES.

A. Contractor shall furnish and install fiber optic cabling and related electrical equipment more particularly described in Exhibit "A", attached to this Agreement and incorporated by this reference, in accordance with the standards of the profession, and City shall pay for these services in the manner described below, not to exceed One Hundred Ten Thousand Six Hundred Eighty Dollars (\$110,680), at the rates or charges shown in Exhibit "A".

B. City shall pay Contractor in due course of payments following receipt from Contractor and approval by City of invoices showing the services or task performed, the time expended (if billing is hourly), and the name of the Project.

1 Contractor shall certify on the invoices that Contractor has performed the services
2 in full conformance with this Agreement and is entitled to receive payment. Each
3 invoice shall be accompanied by a progress report indicating the progress to date
4 of services performed and covered by the invoice, including a brief statement of any
5 Project problems and potential causes of delay in performance, and listing those
6 services that are projected for performance by Contractor during the next invoice
7 cycle. Where billing is done and payment is made on an hourly basis, the parties
8 acknowledge that this arrangement is either customary practice for Contractor's
9 profession, industry or business, or is necessary to satisfy audit and legal
10 requirements which may arise due to the fact that City is a municipality.

11 C. Contractor represents that Contractor has obtained all
12 necessary information on conditions and circumstances that may affect its
13 performance and has conducted site visits, if necessary.

14 D. By executing this Agreement, Contractor warrants that
15 Contractor (a) has thoroughly investigated and considered the scope of services to
16 be performed, (b) has carefully considered how the services should be performed,
17 and (c) fully understands the facilities, difficulties and restrictions attending
18 performance of the services under this Agreement. If the services involve work upon
19 any site, Contractor warrants that Contractor has or will investigate the site and is
20 or will be fully acquainted with the conditions there existing, prior to commencement
21 of services set forth in this Agreement. Should Contractor discover any latent or
22 unknown conditions that will materially affect the performance of the services set
23 forth in this Agreement, Contractor must immediately inform the City of that fact and
24 may not proceed except at Contractor's risk until written instructions are received
25 from the City.

26 E. Contractor must adopt reasonable methods during the life of
27 the Agreement to furnish continuous protection to the work, and the equipment,
28 materials, papers, documents, plans, studies and other components to prevent

1 losses or damages, and will be responsible for all damages, to persons or property,
2 until acceptance of the work by the City, except those losses or damages as may
3 be caused by the City's own negligence.

4 F. CAUTION: Contractor shall not begin work until this
5 Agreement has been signed by both parties and until Contractor's evidence of
6 insurance has been delivered to and approved by City.

7 2. TERM. The term of this Agreement shall commence at midnight on
8 April 16, 2018, and shall terminate at 11:59 p.m. on March 31, 2019, unless sooner
9 terminated as provided in this Agreement, or unless the services or the Project is
10 completed sooner.

11 3. COORDINATION AND ORGANIZATION.

12 A. Contractor shall coordinate its performance with City's
13 representative, if any, named in Exhibit "B", attached to this Agreement and
14 incorporated by this reference. Contractor shall advise and inform City's
15 representative of the work in progress on the Project in sufficient detail so as to
16 assist City's representative in making presentations and in holding meetings on the
17 Project. City shall furnish to Contractor information or materials, if any, described in
18 Exhibit "C", attached to this Agreement and incorporated by this reference, and shall
19 perform any other tasks described in the Exhibit.

20 B. The parties acknowledge that a substantial inducement to City
21 for entering this Agreement was and is the reputation and skill of Contractor's key
22 employee, named in Exhibit "D", attached to this Agreement and incorporated by
23 this reference. City shall have the right to approve any person proposed by
24 Contractor to replace that key employee.

25 4. INDEPENDENT CONTRACTOR. In performing its services,
26 Contractor is and shall act as an independent contractor and not an employee,
27 representative or agent of City. Contractor shall have control of Contractor's work and the
28 manner in which it is performed. Contractor shall be free to contract for similar services to

1 be performed for others during this Agreement; provided, however, that Contractor acts in
2 accordance with Section 9 and Section 11 of this Agreement. Contractor acknowledges
3 and agrees that (a) City will not withhold taxes of any kind from Contractor's compensation;
4 (b) City will not secure workers' compensation or pay unemployment insurance to, for or
5 on Contractor's behalf; and (c) City will not provide and Contractor is not entitled to any of
6 the usual and customary rights, benefits or privileges of City employees. Contractor
7 expressly warrants that neither Contractor nor any of Contractor's employees or agents
8 shall represent themselves to be employees or agents of City.

9 5. INSURANCE.

10 A. As a condition precedent to the effectiveness of this
11 Agreement, Contractor shall procure and maintain, at Contractor's expense for the
12 duration of this Agreement, from insurance companies that are admitted to write
13 insurance in California and have ratings of or equivalent to A:V by A.M. Best
14 Company or from authorized non-admitted insurance companies subject to Section
15 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII
16 by A.M. Best Company, the following insurance:

17 (a) Commercial general liability insurance (equivalent in scope to
18 ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less than
19 \$1,000,000 per each occurrence and \$2,000,000 general aggregate. This
20 coverage shall include but not be limited to broad form contractual liability,
21 cross liability, independent contractors liability, and products and completed
22 operations liability. City, its boards and commissions, and their officials,
23 employees and agents shall be named as additional insureds by
24 endorsement (on City's endorsement form or on an endorsement equivalent
25 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
26 shall contain no special limitations on the scope of protection given to City,
27 its boards and commissions, and their officials, employees and agents. This
28 policy shall be endorsed to state that the insurer waives its right of

1 subrogation against City, its boards and commissions, and their officials,
2 employees and agents.

3 (b) Workers' Compensation insurance as required by the California
4 Labor Code and employer's liability insurance in an amount not less than
5 \$1,000,000. This policy shall be endorsed to state that the insurer waives
6 its right of subrogation against City, its boards and commissions, and their
7 officials, employees and agents.

8 (c) Professional liability or errors and omissions insurance in an
9 amount not less than \$1,000,000 per claim.

10 (d) Commercial automobile liability insurance (equivalent in scope
11 to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in an
12 amount not less than \$500,000 combined single limit per accident.

13 B. Any self-insurance program, self-insured retention, or
14 deductible must be separately approved in writing by City's Risk Manager or
15 designee and shall protect City, its officials, employees and agents in the same
16 manner and to the same extent as they would have been protected had the policy
17 or policies not contained retention or deductible provisions.

18 C. Each insurance policy shall be endorsed to state that coverage
19 shall not be reduced, non-renewed or canceled except after thirty (30) days prior
20 written notice to City, shall be primary and not contributing to any other insurance
21 or self-insurance maintained by City, and shall be endorsed to state that coverage
22 maintained by City shall be excess to and shall not contribute to insurance or self-
23 insurance maintained by Contractor. Contractor shall notify City in writing within five
24 (5) days after any insurance has been voided by the insurer or cancelled by the
25 insured.

26 D. If this coverage is written on a "claims made" basis, it must
27 provide for an extended reporting period of not less than one hundred eighty (180)
28 days, commencing on the date this Agreement expires or is terminated, unless

1 Contractor guarantees that Contractor will provide to City evidence of uninterrupted,
2 continuing coverage for a period of not less than three (3) years, commencing on
3 the date this Agreement expires or is terminated.

4 E. Contractor shall require that all sub-contractors or contractors
5 that Contractor uses in the performance of these services maintain insurance in
6 compliance with this Section unless otherwise agreed in writing by City's Risk
7 Manager or designee.

8 F. Prior to the start of performance, Contractor shall deliver to City
9 certificates of insurance and the endorsements for approval as to sufficiency and
10 form. In addition, Contractor shall, within thirty (30) days prior to expiration of the
11 insurance, furnish to City certificates of insurance and endorsements evidencing
12 renewal of the insurance. City reserves the right to require complete certified copies
13 of all policies of Contractor and Contractor's sub-Contractors and contractors, at any
14 time. Contractor shall make available to City's Risk Manager or designee all books,
15 records and other information relating to this insurance, during normal business
16 hours.

17 G. Any modification or waiver of these insurance requirements
18 shall only be made with the approval of City's Risk Manager or designee. Not more
19 frequently than once a year, City's Risk Manager or designee may require that
20 Contractor, Contractor's sub-Contractors and contractors change the amount,
21 scope or types of coverages required in this Section if, in his or her sole opinion, the
22 amount, scope or types of coverages are not adequate.

23 H. The procuring or existence of insurance shall not be construed
24 or deemed as a limitation on liability relating to Contractor's performance or as full
25 performance of or compliance with the indemnification provisions of this Agreement.

26 6. ASSIGNMENT AND SUBCONTRACTING. This Agreement
27 contemplates the personal services of Contractor and Contractor's employees, and the
28 parties acknowledge that a substantial inducement to City for entering this Agreement was

1 and is the professional reputation and competence of Contractor and Contractor's
2 employees. Contractor shall not assign its rights or delegate its duties under this
3 Agreement, or any interest in this Agreement, or any portion of it, without the prior approval
4 of City, except that Contractor may with the prior approval of the City Manager of City,
5 assign any moneys due or to become due Contractor under this Agreement. Any
6 attempted assignment or delegation shall be void, and any assignee or delegate shall
7 acquire no right or interest by reason of an attempted assignment or delegation.
8 Furthermore, Contractor shall not subcontract any portion of its performance without the
9 prior approval of the City Manager or designee, or substitute an approved sub-Contractor
10 or contractor without approval prior to the substitution. Nothing stated in this Section shall
11 prevent Contractor from employing as many employees as Contractor deems necessary
12 for performance of this Agreement.

13 7. CONFLICT OF INTEREST. Contractor, by executing this Agreement,
14 certifies that, at the time Contractor executes this Agreement and for its duration,
15 Contractor does not and will not perform services for any other client which would create a
16 conflict, whether monetary or otherwise, as between the interests of City and the interests
17 of that other client. And, Contractor shall obtain similar certifications from Contractor's
18 employees, sub-Contractors and contractors.

19 8. MATERIALS. Contractor shall furnish all labor and supervision,
20 supplies, materials, tools, machinery, equipment, appliances, transportation and services
21 necessary to or used in the performance of Contractor's obligations under this Agreement,
22 except as stated in Exhibit "C".

23 9. OWNERSHIP OF DATA. All materials, information and data
24 prepared, developed or assembled by Contractor or furnished to Contractor in connection
25 with this Agreement, including but not limited to documents, estimates, calculations,
26 studies, maps, graphs, charts, computer disks, computer source documentation, samples,
27 models, reports, summaries, drawings, designs, notes, plans, information, material and
28 memorandum ("Data") shall be the exclusive property of City. Data shall be given to City,

1 and City shall have the unrestricted right to use and disclose the Data in any manner and
2 for any purpose without payment of further compensation to Contractor. Copies of Data
3 may be retained by Contractor but Contractor warrants that Data shall not be made
4 available to any person or entity for use without the prior approval of City. This warranty
5 shall survive termination of this Agreement for five (5) years.

6 10. TERMINATION. Either party shall have the right to terminate this
7 Agreement for any reason or no reason at any time by giving fifteen (15) calendar days
8 prior notice to the other party. In the event of termination under this Section, City shall pay
9 Contractor for services satisfactorily performed and costs incurred up to the effective date
10 of termination for which Contractor has not been previously paid. The procedures for
11 payment in Section 1.B. with regard to invoices shall apply. On the effective date of
12 termination, Contractor shall deliver to City all Data developed or accumulated in the
13 performance of this Agreement, whether in draft or final form, or in process. And,
14 Contractor acknowledges and agrees that City's obligation to make final payment is
15 conditioned on Contractor's delivery of the Data to City.

16 11. CONFIDENTIALITY. Contractor shall keep all Data confidential and
17 shall not disclose the Data or use the Data directly or indirectly, other than in the course of
18 performing its services, during the term of this Agreement and for five (5) years following
19 expiration or termination of this Agreement. In addition, Contractor shall keep confidential
20 all information, whether written, oral or visual, obtained by any means whatsoever in the
21 course of performing its services for the same period of time. Contractor shall not disclose
22 any or all of the Data to any third party, or use it for Contractor's own benefit or the benefit
23 of others except for the purpose of this Agreement.

24 12. BREACH OF CONFIDENTIALITY. Contractor shall not be liable for a
25 breach of confidentiality with respect to Data that: (a) Contractor demonstrates Contractor
26 knew prior to the time City disclosed it; or (b) is or becomes publicly available without
27 breach of this Agreement by Contractor; or (c) a third party who has a right to disclose does
28 so to Contractor without restrictions on further disclosure; or (d) must be disclosed pursuant

1 to subpoena or court order.

2 13. ADDITIONAL SERVICES. The City has the right at any time during
3 the performance of the services, without invalidating this Agreement, to order extra work
4 beyond that specified in the RFP or make changes by altering, adding to or deducting from
5 the work. No extra work may be undertaken unless a written order is first given by the City,
6 incorporating any adjustment in the Agreement Sum, or the time to perform this Agreement.
7 Any increase in compensation of ten percent (10%) or less of the Agreement Sum, or in
8 the time to perform of One Hundred Eighty (180) days or less, may be approved by the
9 City Representative. Any greater increases, taken either separately or cumulatively, must
10 be approved by the City Council. It is expressly understood by Contractor that the
11 provisions of this paragraph do not apply to services specifically set forth in the RFP or
12 reasonably contemplated in the RFP. Contractor acknowledges that it accepts the risk that
13 the services to be provided pursuant to the RFP may be more costly or time consuming
14 than Contractor anticipates and that Contractor will not be entitled to additional
15 compensation for the services set forth in the RFP.

16 14. RETENTION OF FUNDS. Contractor authorizes the City to deduct
17 from any amount payable to Contractor (whether or not arising out of this Agreement) any
18 amounts the payment of which may be in dispute or that are necessary to compensate the
19 City for any losses, costs, liabilities or damages suffered by the City, and all amounts for
20 which the City may be liable to third parties, by reason of Contractor's acts or omissions in
21 performing or failing to perform Contractor's obligations under this Agreement. In the event
22 that any claim is made by a third party, the amount or validity of which is disputed by
23 Contractor, or any indebtedness exists that appears to be the basis for a claim of lien, the
24 City may withhold from any payment due, without liability for interest because of the
25 withholding, an amount sufficient to cover the claim. The failure of the City to exercise the
26 right to deduct or to withhold will not, however, affect the obligations of Contractor to insure,
27 indemnify and protect the City as elsewhere provided in this Agreement.

28 15. AMENDMENT. This Agreement, including all Exhibits, shall not be

1 amended, nor any provision or breach waived, except in writing signed by the parties which
2 expressly refers to this Agreement.

3 16. LAW. This Agreement shall be construed in accordance with the laws
4 of the State of California, and the venue for any legal actions brought by any party with
5 respect to this Agreement shall be the County of Los Angeles, State of California for state
6 actions and the Central District of California for any federal actions. Contractor shall cause
7 all work performed in connection with construction of the Project to be performed in
8 compliance with (1) all applicable laws, ordinances, rules and regulations of federal, state,
9 county or municipal governments or agencies (including, without limitation, all applicable
10 federal and state labor standards, including the prevailing wage provisions of sections 1770
11 *et seq.* of the California Labor Code); and (2) all directions, rules and regulations of any fire
12 marshal, health officer, building inspector, or other officer of every governmental agency
13 now having or hereafter acquiring jurisdiction. If any part of this Agreement is found to be
14 in conflict with applicable laws, that part will be inoperative, null and void insofar as it is in
15 conflict with any applicable laws, but the remainder of the Agreement will remain in full
16 force and effect.

17 17. PREVAILING WAGES.

18 A. Consultant agrees that all public work (as defined in California
19 Labor Code section 1720) performed pursuant to this Agreement (the "Public
20 Work"), if any, shall comply with the requirements of California Labor Code sections
21 1770 *et seq.* City makes no representation or statement that the Project, or any
22 portion thereof, is or is not a "public work" as defined in California Labor Code
23 section 1720.

24 B. In all bid specifications, contracts and subcontracts for any
25 such Public Work, Consultant shall obtain the general prevailing rate of per diem
26 wages and the general prevailing rate for holiday and overtime work in this locality
27 for each craft, classification or type of worker needed to perform the Public Work,
28 and shall include such rates in the bid specifications, contract or subcontract. Such

1 bid specifications, contract or subcontract must contain the following provision: "It
2 shall be mandatory for the contractor to pay not less than the said prevailing rate of
3 wages to all workers employed by the contractor in the execution of this contract.
4 The contractor expressly agrees to comply with the penalty provisions of California
5 Labor Code section 1775 and the payroll record keeping requirements of California
6 Labor Code section 1771."

7 18. ENTIRE AGREEMENT. This Agreement, including all Exhibits,
8 constitutes the entire understanding between the parties and supersedes all other
9 agreements, oral or written, with respect to the subject matter in this Agreement.

10 19. INDEMNITY.

11 A. Consultant shall indemnify, protect and hold harmless City, its
12 Boards, Commissions, and their officials, employees and agents ("Indemnified
13 Parties"), from and against any and all liability, claims, demands, damage, loss,
14 obligations, causes of action, proceedings, awards, fines, judgments, penalties,
15 costs and expenses, arising or alleged to have arisen, in whole or in part, out of or
16 in connection with (1) Consultant's breach or failure to comply with any of its
17 obligations contained in this Agreement, including all applicable federal and state labor
18 requirements including, without limitation, the requirements of California Labor Code
19 section 1770 *et seq.* or (2) negligent or willful acts, errors, omissions or
20 misrepresentations committed by Consultant, its officers, employees, agents,
21 subcontractors, or anyone under Consultant's control, in the performance of work
22 or services under this Agreement (collectively "Claims" or individually "Claim").

23 B. In addition to Consultant's duty to indemnify, Consultant shall
24 have a separate and wholly independent duty to defend Indemnified Parties at
25 Consultant's expense by legal counsel approved by City, from and against all
26 Claims, and shall continue this defense until the Claims are resolved, whether by
27 settlement, judgment or otherwise. No finding or judgment of negligence, fault,
28 breach, or the like on the part of Consultant shall be required for the duty to defend

1 to arise. City shall notify Consultant of any Claim, shall tender the defense of the
2 Claim to Consultant, and shall assist Consultant, as may be reasonably requested,
3 in the defense.

4 C. If a court of competent jurisdiction determines that a Claim was
5 caused by the sole negligence or willful misconduct of Indemnified Parties,
6 Consultant's costs of defense and indemnity shall be (1) reimbursed in full if the
7 court determines sole negligence by the Indemnified Parties, or (2) reduced by the
8 percentage of willful misconduct attributed by the court to the Indemnified Parties.

9 D. The provisions of this Section shall survive the expiration or
10 termination of this Agreement.

11 20. FORCE MAJEURE. If any party fails to perform its obligations
12 because of strikes, lockouts, labor disputes, embargoes, acts of God, inability to obtain
13 labor or materials or reasonable substitutes for labor materials, governmental restrictions,
14 governmental regulations, governmental controls, judicial orders, enemy or hostile
15 governmental action, civil commotion, fire or other casualty, or other causes beyond the
16 reasonable control of the party obligated to perform, then that party's performance will be
17 excused for a period equal to the period of such cause for failure to perform.

18 21. AMBIGUITY. In the event of any conflict or ambiguity between this
19 Agreement and any Exhibit, the provisions of this Agreement shall govern.

20 22. NONDISCRIMINATION.

21 A. In connection with performance of this Agreement and subject
22 to applicable rules and regulations, Contractor shall not discriminate against any
23 employee or applicant for employment because of race, religion, national origin,
24 color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
25 disability. Contractor shall ensure that applicants are employed, and that employees
26 are treated during their employment, without regard to these bases. These actions
27 shall include, but not be limited to, the following: employment, upgrading, demotion
28 or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay

1 or other forms of compensation; and selection for training, including apprenticeship.

2 23. EQUAL BENEFITS ORDINANCE. Unless otherwise exempted in
3 accordance with the provisions of the Ordinance, this Agreement is subject to the
4 applicable provisions of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the
5 Long Beach Municipal Code, as amended from time to time.

6 A. During the performance of this Agreement, the Consultant
7 certifies and represents that the Consultant will comply with the EBO. The
8 Consultant agrees to post the following statement in conspicuous places at its place
9 of business available to employees and applicants for employment:

10 "During the performance of a contract with the City of Long Beach, the
11 Consultant will provide equal benefits to employees with spouses and its
12 employees with domestic partners. Additional information about the City of
13 Long Beach's Equal Benefits Ordinance may be obtained from the City of
14 Long Beach Business Services Division at 562-570-6200."

15 B. The failure of the Consultant to comply with the EBO will be
16 deemed to be a material breach of the Agreement by the City.

17 C. If the Consultant fails to comply with the EBO, the City may
18 cancel, terminate or suspend the Agreement, in whole or in part, and monies due or
19 to become due under the Agreement may be retained by the City. The City may
20 also pursue any and all other remedies at law or in equity for any breach.

21 D. Failure to comply with the EBO may be used as evidence
22 against the Consultant in actions taken pursuant to the provisions of Long Beach
23 Municipal Code 2.93 et seq., Contractor Responsibility.

24 E. If the City determines that the Consultant has set up or used its
25 contracting entity for the purpose of evading the intent of the EBO, the City may
26 terminate the Agreement on behalf of the City. Violation of this provision may be
27 used as evidence against the Consultant in actions taken pursuant to the provisions
28 of Long Beach Municipal Code Section 2.93 et seq., Contractor Responsibility.

1 24. NOTICES. Any notice or approval required by this Agreement shall
2 be in writing and personally delivered or deposited in the U.S. Postal Service, first class,
3 postage prepaid, addressed to Contractor at the address first stated above, and to City at
4 333 West Ocean Boulevard, Long Beach, California 90802, Attn: City Manager, with a copy
5 to the City Clerk at the same address. Notice of change of address shall be given in the
6 same manner as stated for other notices. Notice shall be deemed given on the date
7 deposited in the mail or on the date personal delivery is made, whichever occurs first.

8 25. COVENANT AGAINST CONTINGENT FEES. Contractor warrants
9 that Contractor has not employed or retained any entity or person to solicit or obtain this
10 Agreement and that Contractor has not paid or agreed to pay any entity or person any fee,
11 commission or other monies based on or from the award of this Agreement. If Contractor
12 breaches this warranty, City shall have the right to terminate this Agreement immediately
13 notwithstanding the provisions of Section 10 or, in its discretion, to deduct from payments
14 due under this Agreement or otherwise recover the full amount of the fee, commission or
15 other monies.

16 26. WAIVER. The acceptance of any services or the payment of any
17 money by City shall not operate as a waiver of any provision of this Agreement or of any
18 right to damages or indemnity stated in this Agreement. The waiver of any breach of this
19 Agreement shall not constitute a waiver of any other or subsequent breach of this
20 Agreement.

21 27. CONTINUATION. Termination or expiration of this Agreement shall
22 not affect rights or liabilities of the parties which accrued pursuant to Sections 7, 10, 11,
23 18, 21 and 28 prior to termination or expiration of this Agreement.

24 28. TAX REPORTING. As required by federal and state law, City is
25 obligated to and will report the payment of compensation to Contractor on Form 1099-Misc.
26 Contractor shall be solely responsible for payment of all federal and state taxes resulting
27 from payments under this Agreement. Contractor shall submit Contractor's Employer
28 Identification Number (EIN), or Contractor's Social Security Number if Contractor does not

1 have an EIN, in writing to City's Accounts Payable, Department of Financial Management.
2 Contractor acknowledges and agrees that City has no obligation to pay Contractor until
3 Contractor provides one of these numbers.

4 29. ADVERTISING. Contractor shall not use the name of City, its officials
5 or employees in any advertising or solicitation for business or as a reference, without the
6 prior approval of the City Manager or designee.

7 30. AUDIT. City shall have the right at all reasonable times during the
8 term of this Agreement and for a period of five (5) years after termination or expiration of
9 this Agreement to examine, audit, inspect, review, extract information from and copy all
10 books, records, accounts and other documents of Contractor relating to this Agreement.

11 31. THIRD PARTY BENEFICIARY. This Agreement is not intended or
12 designed to or entered for the purpose of creating any benefit or right for any person or
13 entity of any kind that is not a party to this Agreement.

14 ///
15 ///
16 ///
17 ///
18 ///
19 ///
20 ///
21 ///
22 ///
23 ///
24 ///
25 ///
26 ///
27 ///
28 ///

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
333 West Ocean Boulevard, 11th Floor
Lana Beach, CA 90802-4664

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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.

AMS.NET, INC., a California corporation

APRIL 19, 2018

By [Signature]
Name ROBERT TOCCI
Title PRESIDENT

APRIL 19, 2018

By [Signature]
Name JOSEPH MOOMAU
Title VICE PRESIDENT

"Contractor"

CITY OF LONG BEACH, a municipal corporation

4/26, 2018

By [Signature]
City Manager

"City"

This Agreement is approved as to form on April 24, 2018.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT “A”

Scope of Work/Services/Rates/Charges



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

Customer Price Quote

Customer

Long Beach Public Library
 101 Pacific Ave
 Long Beach CA, 90802 US
 ATTN:

Ship To

Long Beach Public Library
 101 Pacific Ave
 Long Beach, CA 90802
 ATTN:

Quote Description

E-Rate 20 Long Beach Library City Hall to Police Department
 SM Fiber Run

Quote #	#Q-00023684
Project #	86196
Modified	2/1/2018
Account Mgr.	Andrew Silva
AM Phone	(562) 236-5316
AM Email	asilva@ams.net
Inside Account Mgr.	Dave Gilland
IAM Phone	(925) 245-6125
IAM Email	dgilland@ams.net
Quote Exp.	4/30/2018

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Backbone Cable & Components					
1	5R4UMF12 ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	2.00	\$369.48	\$738.96
2	5F1002LL PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	16.00	\$57.72	\$923.52
3	49991LLC CONNECTOR	Leviton Manufacturing Company, Inc.	192.00	\$12.85	\$2,467.20
4	AMS-CP-HARDWARE-MISC DX096KSLX9YP 96 FIBER SINGLEMODE I/O PLENUM YELLOW JACKET	Cabling	1200.00	\$6.61	\$7,932.00
5	CG4X1CCUTREEL 1-1/4 IN PLENUM ORG TAPE	Thomas & Belts	3.00	\$408.77	\$1,226.31
Miscellaneous					
6	WP1800P3000FT POLY MULETAPE	NEPTCO, INC.	1.00	\$235.03	\$235.03
7	TZES211 1/4 BLACK WHITE INDUSTR TAPE	Brother International	1.00	\$15.57	\$15.57



AMS.NET
Technology Solution Provider

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

8	31-388 IDEAL Pulling Lubercant 1 Quart IDEAL Cabling Cabling	IDEAL	1.00	\$9.90	\$9.90
9	189645 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$32.13	\$32.13
10	PST-FO CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Pandult	1.00	\$8.63	\$8.63
11	49886-APD Leviton Alcohol Wipes per 100 Leviton Manufacturing Company, Inc. 10 GIG Cabling	Leviton Manufacturing Company, Inc.	1.00	\$91.39	\$91.39

Shipping

12	AMS-FREIGHT Freight and Handling	None	1.00	\$200.00	\$200.00
----	-------------------------------------	------	------	----------	----------

Labor

13	AMS-CI-SUB-LAB Scope of Work: Run 1 96 strand SM Fiber Cable from City Hall to the Police Department.	Cabling	1.00	\$14,717.30	\$14,717.30
14	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	4.00	\$150.00	\$600.00

Order Summary

Subtotal	\$29,197.94
Adjustment	\$0.00
Estimated Taxes	\$1,411.94
Total	\$30,609.88



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

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.

AMS.NET Tax ID: 94-3291629

C7 License: 763508



AMS.NET
Technology Solution Provider

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

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: _____



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

Customer Price Quote

Customer

Long Beach Public Library
 101 Pacific Ave
 Long Beach CA, 90802 US
 ATTN:

Ship To

Long Beach Public Library
 101 Pacific Ave
 Long Beach, CA 90802
 ATTN:

Quote Description

E-Rate 20 Long Beach Library City Hall to Broadway SM Fiber Run

Quote #	#Q-00023682
Project #	86196
Modified	2/1/2018
Account Mgr.	Andrew Silva
AM Phone	(562) 236-5316
AM Email	asilva@ams.net
Inside Account Mgr.	Dave Gilland
IAM Phone	(925) 245-6125
IAM Email	dgilland@ams.net
Quote Exp.	4/30/2018

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Backbone Cable & Components					
1	AP0241ANU,BK 24F 8.3/125 SM TB I/O OFNP	General Cable	1800.00	\$2.01	\$3,618.00
2	5R1UM-S03 Opt-X 1000i 1RU Distribution and Splice Enclosure Leviton Manufacturing Company, Inc. Leviton Rack Mount Patch Panel Patch Panel - Fiber	Leviton Manufacturing Company, Inc.	2.00	\$220.59	\$441.18
3	5F1002LL PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	2.00	\$57.72	\$115.44
4	49991LLC CONNECTOR	Leviton Manufacturing Company, Inc.	48.00	\$12.85	\$616.80
5	CG4X1CCUTREEL 1-1/4 IN PLENUM ORG TAPE	Thomas & Betts	4.00	\$408.77	\$1,635.08
Miscellaneous					
6	WP1800P3000FT POLY MULETAPE	NEPTCO, INC.	1.00	\$235.03	\$235.03
7	TZES211 1/4 BLACK WHITE INDUSTR TAPE	Brother International	1.00	\$15.57	\$15.57



AMS.NET
Technology Solution Provider

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

8	31-388 IDEAL Pulling Lubercant 1 Quart IDEAL Cabling Cabling	IDEAL	1.00	\$9.90	\$9.90
9	189645 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$32.13	\$32.13
10	PST-FO CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Pandult	1.00	\$8.63	\$8.63
11	49886-APD Leviton Alcohol Wipes per 100 Leviton Manufacturing Company, Inc. 10 GIG Cabling	Leviton Manufacturing Company, Inc.	1.00	\$91.39	\$91.39

Shipping					
12	AMS-FREIGHT Freight and Handling	None	1.00	\$200.00	\$200.00

Labor					
13	AMS-CI-SUB-LAB Scope of Work: Run 1 24 strand SM Fiber Cable from City Hall to the Broadway Garage.	Cabling	1.00	\$9,670.30	\$9,670.30
14	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	4.00	\$150.00	\$600.00

Order Summary

Subtotal	\$17,289.45
Adjustment	\$0.00
Estimated Taxes	\$707.14
Total	\$17,996.59



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

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.

AMS.NET Tax ID: 94-3291629

C7 License: 763508



AMS.NET
Technology Solution Provider

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

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: _____



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

Customer Price Quote

Customer

Long Beach Public Library
 101 Pacific Ave
 Long Beach CA, 90802 US
 ATTN:

Ship To

Long Beach Public Library
 101 Pacific Ave
 Long Beach, CA 90802
 ATTN:

Quote Description

E-Rate 20 Long Beach Library Cabling - APC Rv2

Quote #	#Q-00023948
Project #	86196
Modified	2/7/2018
Account Mgr.	Andrew Silva
AM Phone	(562) 236-5316
AM Email	asilva@ams.net
Inside Account Mgr.	Dave Gilland
IAM Phone	(925) 245-6125
IAM Email	dgilland@ams.net
Quote Exp.	5/7/2018

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
MDF/IDF Data Material					
1	AR3100 NetShelter SX 42U 600mm Wide x 1070mm Deep Enclosure with Sides Black	American Power Conversion	6.00	\$1,792.82	\$10,756.92
2	PLR1210-3 Damac 12" Lader Rack 10' Damac Ladder Rack Enclosures/Racks	Damac	8.00	\$66.67	\$533.36
3	PLBWA12-3 Damac Wall Angle Support 12" Black Damac Ladder Rack Enclosures/Racks	Damac	6.00	\$16.67	\$100.02
4	PLBWT12-3 Damac Wall Triangle Bracket Black Damac triangle bracket Enclosures/Racks	Damac	6.00	\$45.98	\$275.88
5	AMS-CP-HARDWARE-MISC SB556 Seismic Gusset Kit	Cabling	4.00	\$90.80	\$363.20
6	AR7717A Vertical Cable Manager for NetShelter SX 42U Networking Enclosure (Qty 4)	American Power Conversion	24.00	\$333.16	\$7,995.84

Patch Cords



AMS.NET
Technology Solution Provider

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

7	6D460-3L CAT6 Slim Line Patch Cable - Blue 3'	Leviton Manufacturing Company, Inc.	46.00	\$5.99	\$275.54
8	6D460-10L CAT6 Slim Line Patch Cable - Blue 10'	Leviton Manufacturing Company, Inc.	46.00	\$8.33	\$383.18

Backbone Cable & Components

9	AMS-CP-HARDWARE-MISC PDP12B144AB0707-I/O-C4 144 FIBER SINGLE MODE I/O	Cabling	4000.00	\$12.64	\$50,560.00
10	5R4UMF12 ENCL 4RU 1000I 12PLTS	Leviton Manufacturing Company, Inc.	4.00	\$296.99	\$1,187.96
11	5F1002LL PLT COMP LC 12F ZIR BLU	Leviton Manufacturing Company, Inc.	48.00	\$57.72	\$2,770.56
12	49991LLC CONNECTOR	Leviton Manufacturing Company, Inc.	576.00	\$12.65	\$7,401.60
13	CG4X1CCUTREEL 1-1/4 IN PLENUM ORG TAPE	Thomas & Betts	11.00	\$408.77	\$4,496.47

Miscellaneous

14	WP1800P3000FT POLY MULETAPE	NEPTCO, INC.	1.00	\$235.03	\$235.03
15	14120 1/4X1200FT PULL ROPE	L H DOTTIE CO	1.00	\$112.20	\$112.20
16	TZES211 1/4 BLACK WHITE INDUSTR TAPE	Brother International	1.00	\$15.57	\$15.57
17	TZES251 1 BLACK WHITE INDUSTRIAL TAPE	Brother International	1.00	\$25.45	\$25.45
18	L11509D NATURAL NYL CBL TIE	Thomas & Betts	1.00	\$11.32	\$11.32
19	31-388 IDEAL Pulling Lubercant 1 Quart IDEAL Cabling Cabling	IDEAL	1.00	\$9.90	\$9.90
20	189645 3/4IN VELCRO BLK 75FT	VELCRO USA INCORPORATED	1.00	\$32.13	\$32.13
21	JETLINE 6500' PULL STRING	Jetline	1.00	\$32.18	\$32.18
22	PST-FO CABLE MARKER WRITE-ON TAG U.V. RESIST BLK LEGEND ON YELLOW USE W/TIES 5/PK ROHS	Panduit	1.00	\$8.63	\$8.63



AMS.NET
Technology Solution Provider

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

23	49886-APD Leviton Alcohol Wipes per 100 Leviton Manufacturing Company, Inc. 10 GIG Cabling	Leviton Manufacturing Company, Inc.	1.00	\$91.39	\$91.39
24	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	1.00	\$80.46	\$80.46

APC UPS System

25	SRT10KRMXL APC Smart-UPS SRT 10000VA RM 208V	American Power Conversion	2.00	\$4,725.09	\$9,450.18
26	SRT6KRMXL APC Smart-UPS SRT 6000VA RM 208V	American Power Conversion	4.00	\$3,152.34	\$12,609.36

APC PDU

27	AP8958 Rack PDU 2G, Switched, ZeroU, 16A, 100-240V, (7) C13 & (1) C19	American Power Conversion	12.00	\$656.36	\$7,876.32
28	AP8706S-NA Power Cord Kit (6 ea), Locking, C13 to C14, 1.8m, North America	American Power Conversion	12.00	\$97.28	\$1,167.36

Shipping

29	AMS-FREIGHT Freight and Handling	None	1.00	\$2,300.00	\$2,300.00
----	-------------------------------------	------	------	------------	------------

Labor

30	AMS-CI-SUB-LAB Run 2 144 strand SM Fiber Cables for customer provided AP's. certify new cable runs.	Cabling	1.00	\$28,273.40	\$28,273.40
31	AMS-CI-UPS-MOUNT AMS.NET will install the Following UPS's and PDU's APC Smart-UPS X 1500VA Rack/Tower LCD 120V with Network Card APC Smart-UPS SRT 10000VA RM 208V APC Smart-UPS SRT 6000VA RM 208V Rack PDU 2G, Switched, ZeroU, 16A, 100-240V, (7) C13	AMS.NET	20.00	\$100.00	\$2,000.00



AMS.NET
Technology Solution Provider

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

	& (1) C19				
32	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	8.00	\$150.00	\$1,200.00

Order Summary

Subtotal	\$152,631.41
Adjustment	\$0.00
Estimated Taxes	\$12,369.28
Total	\$165,000.69

no change



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

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.

AMS.NET Tax ID: 94-3291629

C7 License: 763508



AMS.NET
Technology Solution Provider

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

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: _____

EXHIBIT “B”

City’s Representative:

Cason Lee, Manager

(562) 570-5553

EXHIBIT “C”

Materials/Information Furnished: None

EXHIBIT “D”

Consultant’s Key Employee:

Andrew Silva