

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT is made and entered into EFFECTIVE THE 5th DAY OF NOVEMBER, 2020 by and between CITY OF FRESNO, a California municipal corporation (CITY), and AMS.NET, INC., a Delaware Corporation (Contractor).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and promises hereinafter contained to be kept and performed by the respective parties, it is mutually agreed as follows:

1. The Charter for the CITY allows for cooperative purchase agreements for work of public improvement. The CITY is allowed to piggyback an existing government agency's agreement, under Fresno City Charter 1208. The parties agree the Contractor was the lowest responsive and responsible bidder for Request for Fast Open Contracts Utilization Services (FOCUS) Proposal issued by the County of Merced, a political subdivision of the State of California. The Request for FOCUS is attached hereto as **Exhibit A** and is incorporated herein by reference. The Parties agree that the Contractor has entered a Job Order Contract with The County of Merced ("Original Government Contract") attached hereto as **EXHIBIT B**.

2. Contractor's Obligation. Contractor shall provide those services and carry out that work described in the Original Government Contract, which is attached hereto as **Exhibit E** and is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.

3. CITY's Obligation. City shall make to the Contractor those payments described in **Exhibits E and G** subject to all the terms and condition contained or incorporated herein

4. Notwithstanding the requirements that the Original Government Contract is fully binding on the Parties, the parties have agreed to modify certain non-material provisions of the Original Government Contract as applied to this Agreement between the VENDOR and the CITY, as follows:

- a) CITY's Insurance and Indemnity provisions attached as **Exhibit C**;
- b) Federal Terms and Conditions attached as **Exhibit D**;
- c) AMD.NET Formal Product Purchase Contract Scope of Work attached as **Exhibit E**;
- d) CITY's Special Conditions attached as **Exhibit F**;
- f) CITY's Technical Specifications attached as **Exhibit G**; and
- e) Address change for the CITY: Notwithstanding the address and contract information for the government entity as set out in **Exhibit B**, the VENDOR agrees that notices and invoices will be sent to:

CITY
City of Fresno
Attention: Susan Rogers, IS Supervisor
2223 "G" Street
Fresno, CA., 93706
Phone: 559-621-1446
FAX: 559-451-1014

d) Notwithstanding anything in **Exhibits A** and **B** to the contrary, this Agreement shall be governed by, and construed and enforced in accordance with , the laws of the State of California, excluding however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

e) All other provision in the Original Government Contract are fully binding on the parties and will represent the agreement between the CITY and the VENDOR.

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IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, the day and year first above written.

CITY OF FRESNO,
a California municipal corporation

AMS.NET, INC, a Legal Identity

By: _____
Gregory Barfield
Director Transportation

By: *Diana Monaghan*
Name: *Diana Monaghan*

ATTEST:
YVONNE SPENCE, MMC
City Clerk

Title: *Vice President*
(If corporation or LLC, Board Chair,
Pres. Or Vice Pres.)

By: _____
Deputy

By: *Joseph Moomau*
Name: *Joseph Moomau*

No signature of City Attorney required.
Standard Document #FIN-S 10.0 has been
used without modification, as certified by
the undersigned.

Title: *Secretary*
(If corporation or LLC, CFO, Treasurer,
Secretary or Assistant Secretary)

By: *Sandra Cetti*
[City Certifier Name] *Sandra Cetti*
[City Certifier Title] *Capital Dev. Specialist*

Any Applicable Professional License:
Number: *763508*
Name: *C-7*
Date of Issuance: *4-12-2000*

Addresses:
CITY
City of Fresno
Attention: Susan Rogers
2223 "G" Street
Fresno, CA., 93706
Phone: 559-621-1446
FAX: 559-451-1014

VENDOR:
AMS.NET, INC
Attention: Greg Jaramishian
502 Commerce Way
Livermore, CA 94551
Phone: 925-845-6100
FAX: 925-245-6150

- Attachments: Exhibit A- Request for Fast Open Contracts Utilization Services (FOCUS)
Exhibit B- Original Government Contract
Exhibit C- CITY's Insurance and Indemnity provisions
Exhibit D- Federal Terms and Conditions
Exhibit E- Formal Product Purchase Contract Scope of Work
Exhibit F- CITY's Special Conditions
Exhibit G- CITY's Technical Specifications



Mark A. Cowart
Chief Information Officer

2222 "M" Street
Merced, CA 95340
(209) 385-7331
www.co.merced.ca.us

**DEPARTMENT OF
ADMINISTRATIVE SERVICES
PURCHASING**

Equal Opportunity Employer

Issue Date: February 5, 2015

**COUNTY OF MERCED
REQUEST FOR FAST OPEN CONTRACTS UTILIZATION SERVICES (FOCUS) PROPOSAL
NUMBER 7073
FOR
PROVIDING TECHNOLOGY EXPERTISE,
EQUIPMENT, SERVICES, AND SYSTEMS**

Notice is hereby given that sealed proposals will be received at the Merced County Department of Administrative Services - Purchasing Division for performing all work necessary in accordance with the "SCOPE OF WORK" and other related documents provided herein. Please carefully read and follow the instructions. **Proposals shall be presented under sealed cover and clearly marked with the Proposal Number and the Proposal Submittal Deadline Date on the outside and mailed or delivered to:**

County of Merced
Department of Administrative Services - Purchasing
2222 "M" Street Merced, California 95340
Attn: Kim Nausin
Office: 209-385-7513
Email: knausin@co.merced.ca.us

Any Bidder, who wishes their proposal to be considered, is responsible for making certain that their proposal is received in the Merced County Department of Administrative Services - Purchasing Division Office by the closing date. Proposals must bear original signatures. **NO ORAL, TELEPHONIC, TELEGRAPHIC, ELECTRONIC (E-MAIL) OR FACSIMILE PROPOSALS WILL BE CONSIDERED. PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.**

CLOSING DEADLINE DATE: 4:00 P.M., TUESDAY, MARCH 24, 2015

PROPOSALS WILL BE CONSIDERED LATE WHEN THE OFFICIAL DEPARTMENT OF ADMINISTRATIVE SERVICES - PURCHASING DIVISION TIME CLOCK READS 4:01 P.M.

STRIVING FOR EXCELLENCE

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SAMPLE CONTRACT ATTACHED

SUBMITTAL CHECKLIST

All items are required. This checklist is provided to assist you in ensuring you submit a complete proposal.

1. _____ Acknowledgement of Amendment(s) (If any)
2. _____ Cover Letter
3. _____ Table of Contents
4. _____ Executive Summary
5. _____ Exceptions
6. _____ Bidder's Qualifications
7. _____ Approach
8. _____ Financial Statement or Sufficient Financial Information (**Non-submittal is considered non-responsive and cause for rejection of proposal.**)
9. _____ Signature Sheet (Attachment A) Returned completed with Proposal
10. _____ Category of Services (Exhibit 1) Returned completed with Proposal

SECTION 1 - INTENT

1.1. INTRODUCTION

It is the intention of Merced County to establish a national contract that satisfies the needs of participating governmental entities in the purchase of Technology Solutions. This contract will enable agencies to purchase on an “as needed” basis from a competitively awarded contract. Respondents are requested to submit their catalog of available products and services as requested in Exhibit 1.

Specifically, the purpose of this Request for Fast Open Contracts Utilization Services Schedule (FOCUS) is to solicit proposals from firms specializing in providing technology solutions that consist of equipment and services. Respondents are encouraged to submit an offering on any and all products or services available that they currently perform in their normal course of business for the opportunity to participate in an innovative County public-private relationship that has national opportunities. Selected firms will enter into contractual relationships with Merced County. It is anticipated that multiple providers will be selected.

1.2. BACKGROUND INFORMATION

For Public Entities: The Fast Open Contracts Utilization Services (FOCUS) program established over a decade ago, and under State of California procurement guidelines (Gov. Code §25330 – 25338), was a competitively bid procurement vehicle for counties, cities, schools, special districts as well as Federal and state governments to use in the direct purchase of their technology needs through established public entity (County) contracts. The replacement Request for Fast Open Contracts Utilization Services (FOCUS) program is offered throughout California and nationally.

Purpose of FOCUS:

- Provide governmental agencies opportunities for greater efficiency and economy in procuring technology goods and services.
- Take advantage of state-of-the-art purchasing procedures to insure the most competitive contracts are available.
- Provide competitive price and bulk purchasing for multiple government agencies that yields economic benefits unobtainable by the individual entity.
- Provide quick and efficient delivery of goods and services.
- Equalize purchasing power for smaller agencies that are unable to command the best contracts for themselves.
- Help in assisting with use of best business practices.

For Firms: Under existing contracts, Merced County provides its standing as a governmental jurisdiction offering a contract for government purchasing, marketing assistance, and advocacy at appropriate meetings, conferences, or similar events in return for an administration/marketing fee. In addition, Merced County is authorized to provide and offer, for a fee, consulting services/expertise to a vendor for preparing responses to other government bids, general or specific management assistance and other selected areas. Authority for Merced County to engage in these innovative and non-traditional activities is granted under California Government Code.

Respondents shall provide pricing based on a discount from a manufacturer’s price list. A multiple percentage discount structure is also acceptable. Please specify where different

percentage discounts apply. Additional pricing and/or discounts may be included. If respondent has existing cooperative contracts in place, Merced County requests equal or better than pricing to be submitted.

Each category proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single service within any category, or multiple services within any or all categories. Agencies must have access to Master Pricelist in order to verify the proposed discount.

Merced County is seeking service providers that have the depth, breadth and quality of resources necessary to complete all phases of technology projects. In addition, Merced County also requests any value add commodity or service that could be provided under this contract.

1.3. CONTRACT TERM

The Contract term shall be for a period of three (3) years. The start date commence upon Merced County Board of Supervisors written approval. Through mutual written agreement, contract term may be extended for two (2) additional, one (1) year terms, not to exceed five (5) years in total, contingent on appropriate and sufficient funding.

A Sample Agreement is included as an attachment to this proposal. This agreement will become part of the final agreement with successful Bidder awarded the proposal. Any exceptions to the terms and conditions as stated herein and in the Sample Agreement must be identified separately. The County will execute the Agreement upon final selection of successful Bidder with the approval of the County’s Board of Supervisors.

1.4. SCHEDULED ACTIVITIES

To the extent achievable, the following schedule shall govern the review, evaluation and award of the proposal. The County reserves the right to modify the dates below in accordance with its review process.

	<u>Activity Estimated Schedule</u>	<u>Date</u>
a.	Availability of the Request for Proposal	2/5/2015
b.	Deadline for Submission of Interpretation and/or Written Questions in relationship to the Request for Proposal (Note: Questions submitted after this date may not be Answered in sufficient time to be included by closing date. The closing date will not be extended for questions submitted after this date.)	3/13/2015
c.	Closing Date for the Request for Proposal NOTE: A list of respondents will be posted to the web at close of RFP	3/24/2015
d.	Commencement of review of Request for Proposal by the Evaluation Committee	3/30/2015
e.	Contract Performance to Commence	7/2015

SECTION 2 - REQUIREMENTS

2.1. SCOPE OF WORK

The purpose of this FOCUS will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category. Further, this competitively bid program offers an alternative to existing non-competitively bid programs that may charge the buyer for administrative handling.

Merced County may select multiple vendors in each category for use by other governmental entities. This will allow agencies to pick and choose vendors that best suit their specific needs.

The program design shall incorporate the following requirements and principles to support the proposed technology goods and services described in Exhibit 1, "Category of Services":

- 2.1.1. The categories reflect a wide array of requirements under which vendors may propose creative ideas to assist governmental needs with technology solutions.
- 2.1.2. Organizations/businesses may choose to respond to this Proposal in one or more of the categories. Merced County may choose more than one respondent per category to participate in FOCUS.
- 2.1.3. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur.
- 2.1.4. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed 10% of the total price of the Purchase Order.
- 2.1.5. Merced County reserves the right to receive and process all orders at a future date.
- 2.1.6. VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.
- 2.1.7. Corporate level management support and resource commitment to the FOCUS program.
- 2.1.8. Corporate level dedication to at least a California marketing program.

- 2.1.9. Corporate level commitment to their sales force in promoting the FOCUS program and rewarding successes.
- 2.1.10. An aggressive marketing strategy.
- 2.1.11. Excellence in customer support and service.
- 2.1.12. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
- 2.1.13. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.
- 2.1.14. A commitment to meet on FOCUS progress each quarter.
- 2.1.15. A product and service quality assurance program that meets or exceeds industry excellence standards.
- 2.1.16. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
- 2.1.17. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
- 2.1.18. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
- 2.1.19. Describe the level of availability for access and customer support.
- 2.1.20. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
- 2.1.21. Product, service, and installation excellence to any location that meets industry's highest standards.
- 2.1.22. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
- 2.1.23. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order / Statement of Work.
- 2.1.24. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC must be provided with response.

- 2.1.25. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.

2.2. RESPONSE EXPECTATIONS

The response to each category must fully demonstrate an understanding and commitment to this creative business (public-private) alliance, and must also agree to:

2.2.1. MANDATORY ADMINISTRATIVE REQUIREMENTS

The following are the minimum requirements in Bidder's administration of the program:

- 2.2.1.1. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within fourteen (14) business days of order.
- 2.2.1.2. Quarterly and annual sales reports.
- 2.2.1.3. A product/service documents, paper or electronic – to be produced at least four (4) times per year. NOTE: Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.
- 2.2.1.4. Price increase/price decline policies. Note: All price reduction changes must be published within 72 hours.
- 2.2.1.5. Ordering, reporting, and reconciliation procedures.
- 2.2.1.6. New product/service offerings expected within six (6) months.
- 2.2.1.7. Support services including help desk phone numbers.
- 2.2.1.8. Warranty statements.
- 2.2.1.9. Return procedures, if applicable.
- 2.2.1.10. Point of contact including phone/fax/e-mail information.

2.2.2. ELECTRONIC CATALOG CONFIGURATION

The following are the minimum requirements in respondent's electronic document configurations:

- 2.2.2.1. Ordering procedures.
- 2.2.2.2. Product listing/pricing.

2.2.2.3. System configurations, if applicable.

2.2.3. OTHER ADMINISTRATIVE REQUIREMENTS

In order to make the FOCUS a complete procurement tool for all governmental entities, the respondent to the Proposal must concisely address their policies regarding:

2.2.3.1. Invoices and payments.

2.2.3.2. Taxes on sales and services.

2.3. ADMINISTRATIVE FEES

The awarded vendor agrees to pay administrative fees to County as calculated as follows:

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
\$0 - \$2,000,000	1%
\$2,000,000+	0.5%

2.4. SPECIFIC COMPLIANCE

The Bidder awarded the Contract derived from this proposal will be required to abide by all applicable Federal and State laws and regulations, including, but not limited to:

- Cal OSHA Requirements
- Air Quality Act
- Energy Policy and Conservation Act

2.5. NUMBER OF COPIES TO BE SUBMITTED

Please submit **two (2) original signature hard copies** to be signed in blue ink (original copies marked as such), **three (3) copies of the original** and **one (1) copy on computer disk (CD) or memory stick**. The soft copy shall be **Windows based MS Word or PDF format and consist of an exact duplicate of hard copy in format, layout, and content**. Please do not include proprietary information.

SECTION 3 – PROPOSED SOLUTION

3.1. REQUEST FOR PROPOSAL CLOSING DATE

The proposal must be received in the Merced County Department of Administrative Services - Purchasing Division on or before 4:00 p.m. on **March 24, 2015**. Proposals shall be presented under sealed cover.

Clearly identified on the outside to read:

- Name of the Bidder
- Address of the Bidder
- Subject of the Proposal
- Request for Proposal Number
- Proposal Submittal Deadline

For the purposes of this proposal, the time specified will be as defined by the official time clock in the office of the Department of Administrative Services - Purchasing Division, 2222 “M” Street, Room 1, Merced, California 95340. It is the sole responsibility of the submitting Bidder to ensure that its proposal is received before the submission deadline. Submitting Bidder shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Mail.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REJECTED REGARDLESS OF POSTMARK DATE AND WILL BE RETURNED TO THE BIDDER UNOPENED.

Proposal must be mailed or delivered personally to:

Merced County Department of
Administrative Services - Purchasing
2222 "M" Street, Room 1
Merced, California 95340
Attention: Kim Nausin-RFP #7073

Without law or policy to the contrary, if the Bidder took reasonable steps to submit the proposal in due time, and failure of the proposal to be on hand at the time of closing was not the result of negligence or other fault of the Bidder, but was the result of negligence by the County, the County reserves the right to accept such proposal.

3.2. ANNOUNCEMENT OF PROPOSALS

All proposals received by the published date and time for submission will be publicly announced at the Department of Administrative Services - Purchasing Division, 2222 “M” Street, Room 1, Merced, California 95340. The name of each Bidder will be publicly read and recorded. All other information contained in the proposals shall be confidential to avoid disclosure of contents prejudicial to competing Bidders during the evaluation process. Representatives from organizations submitting proposals may be present, but attendance at the announcement of the proposals is not mandatory. No award decision, pricing, or exchange of views will be discussed at the proposal announcement.

3.3. INTERPRETATION, CORRECTIONS AND ADDENDA

The Bidder must carefully examine the specifications, terms and conditions provided in the Request for FOCUS and become fully informed as to the requirements set forth therein. If anyone planning to submit a proposal discovers any ambiguity, conflict, discrepancy, omission or error in the proposal, has any questions in relationship to the “Scope of Work”, or any other related matters, shall immediately notify the contact person as shown below of such concern in writing and request clarification or modification of the document(s) no later than the deadline as set forth under sub-Section “SCHEDULED ACTIVITIES. No further requests for clarification or objections to the proposal will be accepted or considered after this date. Any change in the proposal will be made only by written addendum, issued by the Department of Administrative Services - Purchasing Division to each firm in receipt of the Request for FOCUS and shall be incorporated in the proposal.

The Bidder shall sign and date the addendum and submit same with the proposal. **Any oral communication by the County’s designated contact person or any other County staff member concerning this proposal is not binding on the County and shall in no way modify this proposal or the obligations of the County or any Bidders.**

The Bidder may mail to:

Merced County Department of Administrative Services
Purchasing Department – Kim Nausin
2222 "M" Street, Room 1 Merced, California 95340
Attention: Request For Proposal #7073

All inquiries shall be directed to the designated County staff person shown above. Contact with any other County personnel, any undue “badgering” of such County personnel by the Bidder is prohibited. Failure to comply with this request may be considered cause for disqualification of your proposal.

3.4. DISCUSSION WITH RESPONSIBLE BIDDERS AND CLARIFICATIONS TO PROPOSAL

The County may, in its sole discretion, conduct discussions with Bidders who submit proposals determined to be responsive and have the potential of being selected for an award, for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Such clarifications may be permitted after submission of proposals and prior to award. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Bidders to anyone outside the Evaluation Committee. The purpose of such discussions shall be to examine Bidders’:

- Qualifications.
- Proposed method of performance.
- Proposed personnel and facilities.
- Compensation.

All Bidders submitting a proposal for consideration agree that their company will be willing to enter into a final Agreement if awarded this proposal. The County may, in its sole discretion, negotiate certain terms and conditions of such final contract after identification of the apparent successful Bidder. However, Bidders should not assume that any terms of this RFP or other

applicable terms and conditions are subject to later negotiation, and should instead assume that all such terms and conditions are mandatory conditions of participation in this RFP process. Negotiated changes, if any, will not change the "Requirements".

3.5. ANNOUNCEMENT OF APPARENT SUCCESSFUL BIDDER

Based upon the qualifying and respective evaluations, the Evaluation Committee will recommend commencement of contract negotiation. The Board of Supervisors will officially decide to select or reject the negotiated contract.

3.6. FALSE OR MISLEADING STATEMENTS

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the County, such information was intended to mislead the County in its evaluation of the proposal, and the attribute, condition or capability is a requirement of this proposal, it will be the basis for rejection of the proposal.

3.7. RULES FOR WITHDRAWAL OR REVISION OF PROPOSAL

A proposal which is submitted prior to the deadline may be withdrawn or revised any time prior to, but not after, the deadline for receipt of proposals provided that the request for withdrawal or revision is in writing and executed by the Bidder's duly authorized representative. The request for withdrawal or revision of the proposal must be filed with the County of Merced, Department of Administrative Services - Purchasing Division, before the deadline for the receipt of proposals. The withdrawal of a proposal shall not prejudice the right of a Bidder to submit a new proposal, provided the Bidder can submit the new proposal by the deadline stated herein.

3.8. SUBCONTRACTING

Any Bidder using a Subcontractor(s) must clearly explain the use of the Subcontractor(s) and list the name(s) of the Subcontractor(s) providing work under this proposal. The selected Bidder will be fully responsible for all work performed under this proposal and will be considered as the Prime Contractor. Any Sub-Contracting, or other legal arrangements made by the Bidder are the sole responsibility of the Bidder. Any Contract that is entered into between the selected Bidder and the Subcontractor(s) shall contain provisions for federal and state access to the books, documents, records, and inspection of work.

3.9. JOINT VENTURES

In the event a proposal is submitted jointly by more than one organization, one legal entity must be designated as the Prime Contractor. All other participants shall be designated as Subcontractors.

3.10. CONFIDENTIALITY

The contents of all proposals, correspondence, agenda, memoranda, or any other medium which discloses any aspect of a Bidder's proposal shall be held in the strictest confidence. THE CONTENTS OF ALL WORKING PAPERS, TRADE SECRETS, PROPRIETARY DATA, AND DISCUSSIONS RELATING TO THE BIDDER'S PROPOSAL SHALL BE HELD CONFIDENTIAL INDEFINITELY UNLESS THE PUBLIC INTEREST IS BEST SERVED BY AN ITEM'S DISCLOSURE BECAUSE OF ITS DIRECT PERTINENCE TO A DECISION,

AGREEMENT OR AN EVALUATION OF THE PROPOSAL. The County cannot and does not give any assurances or guarantees that such information could not be ordered released under the California Public Records Act by a court of law, or be otherwise releasable there under, if requested by any third party. The Bidder should clearly mark any of the information within their proposal that is proprietary. In no case will be considered proprietary the following: a) the final cost of the bid or proposal; b) information that is not clearly marked as proprietary in nature; c) information that, though marked as proprietary, is not actually proprietary (however, before releasing information that appears to be wrongly marked as proprietary, the County may offer d) information that is otherwise generally available as information or technology within the subject trade, industry or profession.

BIDDER SHALL NOT DESIGNATE THE ENTIRE PROPOSAL AS PROPRIETARY. SUCH ATTEMPTED DESIGNATION AND WILL NOT BE HONORED.

Submission of a proposal by a Bidder shall constitute an agreement to the provision for public announcement. The County shall not be obligated to release information contained in any Bidder's RFP submittal that has been marked as proprietary, without the written consent of the Bidder. Any agency requesting such information so marked as proprietary must obtain such written authorization directly from Bidder and forward to County.

County shall not be required to contact any bidder for information on behalf of any requesting agency. Merced County shall have the sole discretion and exclusive authority to determine if any other party has properly obtained the right to have access to proprietary information.

3.11. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation shall have the option of participating in any award made as a result of this proposal at the same prices, and terms and conditions. The County is not an agent, partner, or representative of the Public Agency, and is not obligated or liable for any financial responsibility in connection with purchase orders issued by any Public Agency. The Public Agency shall accept sole responsibility for placing orders or payments to the successful Bidder.

3.12. PRICING CONDITIONS

For the first twelve months of the Contract, pricing will be fixed at the submitted bid pricing. Sixty (60) days prior to the anniversary date of the Contract, the Contractor may submit proposed pricing revisions for the following year, which will be subject to negotiation by the County at the County's discretion. The Director of Administrative Services shall be the authorized County agent in any such negotiation. The Contractor must provide adequate documentation to substantiate any request for price increase. Any increase in unit price for any item included in this contract shall not exceed, unless otherwise approved by the Director of Administrative Services, the percent change for the following Producer's Price Index, as published by the Bureau of Labor Statistics. In the event that the index drops, the Contractor shall pass on the County an equivalent reduction in pricing. The basis of the index shall be established as the last available month at the date of the Letter of Intent to Award, a copy of which will be mailed with the notice.

3.13. GENERAL INFORMATION

THE COUNTY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, OR TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT CONFINED TO PRICE ALONE. THE COUNTY SHALL NOT BE LIABLE FOR ANY COSTS INCURRED BY THE BIDDER IN CONNECTION WITH THE PREPARATION AND SUBMISSION OF THIS OR ANY OTHER PROPOSAL.

Each proposal must include the firm's name, address, dated and signed by a corporate officer, partner of the company, or agent authorized by the organization.

All proposals shall remain firm for at least one hundred twenty (120) days following the proposal closing date. The County reserves the right to withhold an award of the proposal for one hundred twenty (120) days from date of closing.

All proposals and accompanying documentation submitted by the Bidders will become the property of the County and will not be returned. Proposals shall be based on the material contained in the proposal. Bidders are instructed to disregard any prospective oral representations it may have received prior to the solicitation of the proposal.

Cost for developing and preparing the proposal is solely the responsibility of the Bidder whether or not any award results from this solicitation. Further, the cost of developing and preparing responses to the proposal will not be allowed as direct or indirect charges under any resulting Contract.

No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications will be effective without prior written consent of the County.

3.14. DETERMINATION OF BIDDER'S RESPONSIBILITY

3.14.1. Responsible Bidder

A responsible Bidder is a Bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, financial strength, and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible Bidders.

3.14.2. Non-responsible Bidder

The County may declare a Bidder to be non-responsible for purposes of this proposal if the Bidder had done any of the following:

- Committed any act or omission which negatively reflects on the Bidder's quality, fitness, financial strength, or capacity to perform any Contract that may be derived from this proposal with the County or a Contract with any other public entity, or engaged in a pattern or practice which negatively reflects on same; or

- Committed an act or omission which indicates a lack of business integrity or Business honesty; or
- Made or submitted a false claim against the County or any other public entity; or
- Submitted false, incomplete or unresponsive statements or omitted requested documentation in connection with this proposal.

3.15. PUBLIC DISCLOSURE

All public records of the County are available for disclosure except the contents of the proposals received in response to an RFP, which are not open for public review until the contract between the awarded Bidder and the County is agendized with the Board of Supervisors. In the event that an unsuccessful Bidder files an official request to view the awarded Bidder’s proposal, the County must comply with the appropriate public disclosure procedures. However, information specifically designated in the proposal as proprietary will not be made available.

3.16. QUALIFICATIONS OF BIDDER

The County may make such investigation as it deems necessary to determine the ability of the Bidder to provide the services requested herein, and the Bidder shall furnish to the County all information and data for this purpose as the County may request. The County reserves the right to reject any proposal should the evidence submitted by, or investigation of, the Bidder fails to satisfy the County that such Bidder is properly qualified to carry out the obligations of the proposal and to complete the requirements contemplated therein.

3.17. DISQUALIFICATION OF BIDDER

A Bidder may be disqualified and the proposal rejected, in addition to any other cause for rejection as set forth elsewhere in this proposal, or for any, but not limited to, one of the following reasons:

- Proof of collusion among Bidders, in which case all proposals involved in the collusive action will be rejected and any participant to such collusion will be barred from future bidding until reinstated as a qualified Bidder.
- Lack of responsibility or cooperation as shown by past work or services provided to the County or others.
- Being in arrears on existing Contracts with the County or having defaulted on previous Contracts.
- Delivery of their proposal after the deadline specified in the proposal.
- Incomplete information or missing documents as required in the proposal.

3.18. INTEGRITY OF EXPENDITURE

The Bidder assures that every reasonable course of action will be taken to maintain the integrity of expenditure of public funds and to avoid any favoritism, or questionable or improper conduct, if awarded any Contract that may result from this proposal.

3.19. GRATUITIES

Neither the Bidder nor any person, firm, or corporation employed by the Bidder shall give,

directly, or indirectly, to any employee or agent of the County, any gift, money, or anything of value, or any promise, obligation, or Contract for future reward or compensation, neither during the proposal process nor during the performance of any Contract period resulting from this proposal.

3.20. CONFLICT OF INTEREST

The Bidder covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this proposal. Bidder shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors, and the County. Bidder shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables them to influence any award of this proposal or any competing offer, shall have any direct or indirect financial interest resulting from any contract that may be derived from this proposal or shall have any relationship to the Bidder or officer or employee of the Bidder, nor that any such person will be employed by Bidder in the performance of any contract that may be derived from this proposal without immediate divulgence or such fact to the County.

3.21. INDEPENDENT CONTRACTOR

It is expressly understood that in the performance of any services resulting from this proposal, Bidder is an independent Contractor and is not an agent or employee of the County and warrant that all persons assigned to the program/project are employees of the Bidder. In the event the awarded Bidder shall employ others to complete or perform the services provided, Bidder shall be solely responsible and hold the County harmless from all matters relating to the payment of such person(s).

It is mutually understood and agreed that no employee-employer relationship will be created between County and Bidder or County and Bidder's employees, and that the awarded Bidder shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes, contributions or premium imposed or required by workers' compensation, unemployment insurance, social security, income tax or other statutes or codes applying to Bidder, or its sub-Contractors and employees, if any. It is mutually agreed and understood that the Bidder, its Subcontractors and employees, if any, shall have no claim under any Contract that may result from this proposal or otherwise against County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

3.22. FEDERAL, STATE, AND LOCAL TAXES

The awarded Bidder shall pay all taxes lawfully imposed upon it with respect to this proposal or any product delivered with respect to the Contract. The County makes no representation whatsoever as to the exemption from liability to any tax imposed by any government entity on the awarded Bidder.

3.23. OSHA REQUIREMENTS

All material, equipment, or labor submitted under this proposal by Bidder shall meet the required standards of OSHA 1970 and CA-OSHA 1973 as last revised. Bidder warrants that the described material, equipment or labor meets all appropriate OSHA safety and health requirements. Further, it warrants that the said material or equipment will not produce or discharge in any

manner or form, directly or indirectly, chemicals or toxic substance that could pose a hazard to the health or safety of anyone who may use the material or equipment or come into contact with the material or equipment.

3.24. ENVIRONMENTAL PROTECTION

The Bidder awarded the Contract resulting from this proposal shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clear Air Act (41 USC 1857(h)), Section 508 of the Clean Water Act (33 USC, 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibits the use under nonexempt federal Contracts, grants, and loans of facilities included on the EPA List of Violating Facilities. The Contractor shall report violations to the applicable federal agency and the US EPA Assistant Administrator for enforcement.

3.25. DRUG FREE WORK PLACE

The awarded Bidder must certify that it will provide a drug-free workplace as set forth by the Federal Drug-Free Workplace Act of 1988 or as last revised.

3.26. PREVAILING WAGE RATES

Should the proposal call for the Bidder to be responsible for any site preparation activities, the Bidder will be required to certify adherence to the requirements of all state and federal laws relating to the payment of prevailing wage rates for work performance under public Contract laws, specifically, as covered by the federal Davis-Bacon Act and California Labor Code 1720 et seq.

3.27. COMPLIANCE WITH LAWS

The successful Bidder shall otherwise perform all obligations under the resulting Contract in compliance with all applicable federal, state, and local laws, rules, regulations, and policies.

3.28. LEGAL CONSIDERATIONS

Any Bidder, by submission of a response to this proposal, and any subsequent contract that may be derived from this proposal, shall be deemed and have agreed to be bound by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance.

Notwithstanding any other provisions of this proposal, any dispute concerning any question of fact or law arising under this proposal, or arbitration arising out of any contract that may be awarded as a result of this proposal, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

3.29. OUT-OF-STATE BIDDER

Where the Bidder is an Out-Of-State Bidder, not doing business in the State of California, the package bid or purchase price, for the purpose of determining the lowest price bid, shall be increased by applicable retail rate of general sales tax and use tax when and where applicable. To facilitate compliance with these requirements, each Bidder possessing a California general sales tax license ID number shall enter that number in the transmittal letter. Any Bidder who cannot or

does not enter such a number may not be considered to be doing business in California, and the bid price will be increased by the California General Sales Tax Rate at the current rate for all taxable items.

3.30. BUSINESS LICENSE

Prior to the issuance of any purchase order and/or the performance of any contract derived from this bid, the successful bidder and its subcontractors shall be required to maintain a Merced County Business License in accordance with the County of Merced Ordinance No. 1705, "An Ordinance Establishing a requirement for a Business License and Temporary Business License and/or persons operating in the unincorporated areas of Merced County (www.caed.merced.ca.us)".

It is the intent of the Board of Supervisors of the County of Merced to authorize that no person shall maintain, conduct, or carry-on a business, whether or not for profit, located in whole or in part at a fixed place of business within the County and outside the limits of any incorporated city, without first obtaining a license to operate as provided under the County of Merced Ordinance No. 1705.

3.31. GENERAL INFORMATION

This section describes the required proposal format and content. The proposal should contain the requested information organized by the prescribed section and subsection numbers and titles. Any information provided beyond that required in the proposal should be contained in a section entitled "Optional Exhibits and Attachments".

Each Bidder shall submit a complete proposal, along with requested copies, providing all information requested and a complete description of the functional operation of the program/project proposed. Failure to follow the prescribed format may result in rejection of your proposal.

Proposals must be complete in all aspects. A proposal may be rejected if it is conditional or incomplete, or if it contains any alteration of form or other irregularities of any kind. A proposal may be rejected if any such defect or irregularity constitutes a material deviation from the proposal requirements. The proposal must contain all costs required by the proposal.

Proposals must be clearly marked as stated herein and must be received by the date and time specified.

The proposal must be typed. Every part of the proposal must be legible and of sufficient print clarity to allow copying of the document. Mistakes/Errors may be crossed out and corrections typed or printed adjacent to the mistake/error and initialed in ink by the person signing the proposal.

Special bindings, colored displays, etc., are not necessary. A single three-ring binder divided into sections by labeled tab index sheets is sufficient. Attachments that are not included in the binder should be clearly labeled according to the sections and titles provided therein. The proposal should be clear, complete and consistent with the proposal content requirements.

3.32. NARRATIVE DESCRIPTION OF THE BIDDER'S PROPOSAL

The merit of each proposal received in response to this proposal will be judged largely on the basis of each Bidder's narrative description of their proposal. It is important that your proposal contain all information required for an effective review process. The responding proposal should be written in such a manner to provide sufficient detail to enable the Evaluation Committee members to know what is planned at every stage, and to make a judgment as to the probable success of the proposed effort.

3.33. PROPOSAL FORMAT

The proposal must be developed on the forms provided in this package, or must follow the proposal content requirements in the order in which they appear in the proposal. Proposals that do not conform to this format may not be considered for evaluation. Proposals must be typewritten and submitted on standard 8 1/2" by 11" paper. Each page must be clearly and consecutively numbered. All proposals must be submitted in the name of the legal entity or authorized agency. Proposals must be signed in ink by the officer or officers legally authorized to bind the company, partnership or corporation.

The content and sequence of the proposal will be as follows:

- Signature Page
- Cover Letter
- Table of Contents
- Executive Summary
- Exceptions
- Bidder's Qualifications
- Approach
- Cost Proposal
- Financial Statement (**separate sealed envelope**)

3.34. SIGNATURE PAGE

Bidder must complete and return the enclosed Signature Page (**Attachment A**, "Signature Page"). The Signature Page must be signed in blue ink by the officer or officers legally authorized to bind the company, partnership, or corporation.

3.35. COVER LETTER

The Cover Letter must be a maximum of a one (1) page introducing the Bidder. The Cover Letter must include the Bidder's name, address, e-mail address, telephone and facsimile numbers of the person or persons to be used for contact and who will be authorized to represent the Bidder.

3.36. TABLE OF CONTENTS

The Table of Contents must be a comprehensive listing of the contents included in your proposal. This section must include a clear definition of the material, exhibits and supplemental information identified by sequential page numbers and by section reference numbers.

3.37. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Bidder's Business Proposal to provide the Evaluation Committee with a broad understanding of the Bidder's approach, qualification, experience and staffing.

3.38. EXCEPTIONS

This portion of the proposal will note any exceptions to the requirements and conditions taken by the Bidder. Exceptions should clearly explain why the Bidder is taking exception to the requirements. If exceptions are not noted, the County will assume that the Bidder's proposal meets those requirements as specified herein, and that the Bidder accepts and intends to abide by all stated terms, conditions, and requirements. Exceptions will be accepted by the County, and will form a part of any resulting Contract, only if the County explicitly so states in writing.

Exceptions shall be noted as follows:

- Exceptions to the Requirements
- Exceptions to Proposed Solution
- Exceptions to Basis of Award
- Exceptions to any other part of this RFP
- Exceptions to terms in the Sample Agreement

3.39. BIDDER'S QUALIFICATIONS

Bidder shall provide a concise statement demonstrating that the Bidder's company has the qualifications and experience capability to perform the requirements of this proposal. The following sections must be included:

3.39.1. History

Provide a brief history of your company, including the number of years in business. State whether your organization is an individual proprietorship, partnership, corporation, or private nonprofit organization, and the date your company was formed or incorporated.

3.39.2. Background and Experience

A summary of relevant background information describing your company's experience of major accomplishments and/or activities similar to the requirements set forth under this proposal, which demonstrates your company's ability to provide the service described in your proposal.

3.39.3. References

Provide a list of at least five (5) customer references. Include the firm's name; the name, title, and telephone number of a contact person; the dollar amount of the Contract; and the dates that these services were completed. Bidder may provide sample material of your company's work to substantiate your previous experience.

3.39.4. Staff Assignment

A brief description of the experience and qualifications of the proposed key staff members assigned to this program/project and what percentage of their time will be devoted to the program/project. Show their function, level of education, degree and license, if appropriate, and a detailed resume for each person. Additionally, the Bidder must specify where the staff will be located and identify the program/project manager.

3.40. APPROACH

The Bidder's proposal shall clearly describe in detail how the Bidder will meet the requirements of this proposal and perform the Requirements. Additionally, the proposal should provide any special or unique qualifications which the Bidder believes it possesses to meet the requirements of this proposal. Only those levels of performance the Bidder actually believes can be accomplished should be stated as measurable objectives. Each of the major tasks, or activities to be undertaken, as a means of reaching such objectives, must be specifically identified. Display the essential points of activity in a time sequence showing the amount of time allotted to each activity.

(A benchmark chart may be completed to display the time frame for achieving and accomplishing each major program/project task or activity. Flowcharts and other related graphics may accompany this section.)

3.41. FINANCIAL STATEMENT

FINANCIAL STATEMENT SUBMITTED WILL BE FORWARDED TO COUNTY AUDITOR-CONTROLLER FOR REVIEW AND DESTROYED OR RETURNED WITHIN THREE (3) WORKING DAYS FOLLOWING CLOSE OF RFP. IF YOU WISH TO HAVE YOUR FINANCIAL STATEMENTS RETURNED, A SELF-ADDRESSED, STAMPED ENVELOPE MUST BE ENCLOSED.

Provide copies of the Bidders most current and prior two (2) fiscal years financial statements. Financial statements should include a balance sheet and income statement at minimum. Financials consisting of, but not limited to the Balance Sheet (Statement of Financial Positions), and Income Statement (Statement of Operations), and the Retained Earnings Statement (Changes in Fund Balance) are necessary for construction and service provider contracts over \$10,000. For contracts under \$100,000 (federal funding over \$100,000 single audit requirements will apply), if audited statements are available, these should be submitted to meet this requirement. Financial statements will be kept confidential if so stamped on each page.

If financial statements are not available, sufficient financial information should be submitted to demonstrate the ability to finance the contract and provide the services in accordance with the requirements of this RFP, understanding that cash advances are not available. Financial information will be kept confidential if so stamped on each page.

THIS INFORMATION TO BE PLACED IN A SEPARATE SEALED ENVELOPE AND MARKED "BIDDER'S FINANCIAL STATEMENT" ON THE OUTSIDE OF THE ENVELOPE. FAILURE TO SUBMIT FINANCIAL INFORMATION WILL BE CONSIDERED AS "NONRESPONSIVE", RESULTING IN REJECTION OF PROPOSAL.

3.42. COST PROPOSAL FORMAT

It is essential that all responding Bidders complete Exhibit 1 and include it with their submission. All proposals must have a narrative providing a thorough and clear explanation of your costs.

SECTION 4 – BASIS OF AWARD, SELECTION PROCVCESS AND EVALUATION CRITERIA

4.1. BASIS OF AWARD

Award will be made to the Bidder whose proposal demonstrates to be the most qualified, responsive and advantageous to the County. **The County shall not be obligated to accept the lowest cost proposal, but will make an award in the best interests of the County after all factors have been evaluated.**

THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS OR ANY PART THEREOF, TO WAIVE ANY INFORMALITIES IN THE PROPOSAL AND MINOR IRREGULARITIES, TECHNICAL DEFECTS OR CLERICAL ERRORS, TO MAKE AN AWARD ON THE BASIS OF SUITABILITY, QUALITY OF SERVICE(S) TO BE SUPPLIED, THEIR CONFORMITY WITH THE SPECIFICATIONS AND FOR THE PURPOSES FOR WHICH THEY ARE REQUIRED, AND NOT BE CONFINED TO COST ALONE

False, incomplete, or nonresponsive statements in connection with the proposal may be deemed sufficient cause for rejection. The County shall be the sole judge in making such determination. The County reserves the right to cancel or discontinue with the proposal process and reject any or all proposals in the event it determines that there is no longer a requirement for the furnishing of such items, materials, equipment and/or services, funding is no longer available for this proposal, or it is otherwise in the County's best interest to cancel the proposal process.

4.2. SELECTION OF EVALUATION COMMITTEE

An Evaluation Committee consisting of selected personnel will be established to evaluate the proposals. It is the intent of the Evaluation Committee to select an apparent successful Bidder with a recommendation to initiate contract negotiations. Selection will not be made on cost alone, but will be based upon the most responsive proposal.

4.3. EVALUATION CRITERIA

The Evaluation Committee will consider only those proposals which have been considered responsive to the proposal. Any proposal which fails to meet the requirements of the proposal will be considered non-responsive and may be rejected. Responsiveness includes attention to detail in following the proposal format. The Evaluation Committee may also contact and evaluate the Bidder's and the Subcontractors references; contact any Bidder to clarify any response; contact any current users of a Bidder's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the evaluation process. The Evaluation Committee shall not be obligated to accept the lowest priced proposal, but shall recommend such proposal that is the most qualified, responsive and cost-effective proposal and in the best interest of the County.

Exhibit 1 shall be ranked on a total weighted score of 100, and shall be evaluated in accordance with the following criteria and respective weight factor:

Products/Pricing (40 Points)

1. All products and services available - must include shipping charges
2. Pricing for all available products and services
3. Pricing for warranty on all products and services
4. Ability of Customers to verify they received contract pricing

5. Payment methods

Performance Capability (30 Points)

1. Ability to deliver products and services nationally
2. Ability to fill emergency orders
3. Return and restocking policy and applicable fees
4. History of meeting the shipping and delivery timelines
5. Ability to meet service and warranty needs of members
6. Customer service/problem resolution
7. Invoicing process
8. Contract implementation/Customer transition
9. Financial condition of vendor
10. Website ease of use, availability, and capabilities related to ordering, returns and reporting

Qualification and Experience (20 Points)

1. Corporate level management support and resource commitment to the FOCUS program.
2. Corporate level dedication to at least a California marketing program.
3. Corporate level commitment to their sales force in promoting the FOCUS program.
4. Commitment to an aggressive marketing strategy.
5. Demonstrated excellence in customer support and service.
6. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
7. A commitment to include Merced County in semi-annual FOCUS planning / strategy meetings.
8. A commitment to meet on FOCUS progress each quarter.
9. A commitment to product and service quality assurance program that meets or exceeds industry excellence standards.
10. A commitment to provide the most competitive pricing given to a state/local government agency for the array of products and/or services offered
NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.
11. Demonstrated ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
12. Commitment to provide an on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
13. Demonstrate a commitment to provide a high level of availability to customer support.
14. As required, provide a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
15. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
16. Commitment to ensuring product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order / Statement of Work.
17. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC must be provided with response.
18. All products offered in response to this FOCUS must meet or exceed the specifications of the referenced brands.

19. When manufacturer requires certification to sell, install or maintain services and equipment included in your response to the proposal, list those certifications.
20. Include the location and availability of sales persons who will work on this contract
21. Past experience working with the government sector
22. Exhibited understanding of cooperative purchasing
23. Past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors
24. Minimum of 10 customer references relating to the products and services within this RFP

Value Add (10 Points)

1. Marketing plan and capability
2. Sales force training

Proposals must score a minimum of 70 points to be given further consideration for selection and possible oral presentations.

4.4. NOTICE OF INTENT

A "Notice to Intent to Negotiate" will be sent to all participating Bidders upon Evaluation Committee recommendation to initiate contract negotiation. This "Notice of Intent to Negotiate" will be sent to all participating Bidders by U.S. postal mail and/or email.

A "Notice of Intent to Award" will be sent to all participating Bidders upon completion of the contract negotiation and the agreement is agendized with The Board of Supervisors. This "Notice of Intent to Award" will be sent to all participating Bidders by U.S. postal mail and/or email.

4.5. NEWS RELEASES

News releases by the Bidder pertaining to the award resulting from this proposal shall not be made without prior written approval of the County.

4.6. DEBRIEFING

A debriefing shall be held before the award of the Contract upon the timely request of an unsuccessful Bidder for the purpose of receiving information concerning the evaluation of the Bidder's proposal. The request must be in writing, dated, signed either by the Bidder or a legally authorized individual on behalf of the Bidder and be received by the County's Department of Administrative Services-Purchasing Division, 2222 "M" Street, Room 1, Merced, California 95340 within three (3) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award". Each requesting Bidder will be allotted a maximum of one hour for any debriefing conference. The information provided by the County will be based on the Evaluation Committee determinations of your company's submitted proposal as it relates to the evaluation criteria as stated herein above. The debriefing may be held, in the discretion of the County, by telephone conference call. The debriefing is not the forum to challenge the proposal's specification, requirements, or the selection criteria. The debriefing procedure provided herein to all requesting and unsuccessful Bidders to the County's Request for Proposal is the exclusive and sole remedy and means of receiving information upon the respective Bidder's evaluation and preliminarily challenging the award of the Contract.

4.7. PROTEST

The protest process is made available in the event that an unsuccessful Bidder cannot reach agreement with the County after undergoing the debriefing process described herein above.

Should an unsuccessful Bidder request a debriefing, and believes its proposal to be the most responsive to the County's proposal and that the County has incorrectly selected another Bidder for award, the appealing Bidder may submit a protest of the selection as described below:

All protests must be made in writing, dated, signed by the Bidder or an individual authorized to sign Contracts on behalf of the protesting Bidder, and contain a statement of the reason(s) for protest; citing the law(s), rule(s) and regulation(s) or procedure(s) on which the protest is based. The protesting Bidder must provide facts and evidence to support the protest.

Protest(s) to County's Intent to Award must be sent either by U.S. mail, postage prepaid, or by personal delivery to:

County Executive Officer
County of Merced
2222 "M" Street
Merced, California 95340

All protests in relationship to the County's intended award decision must be received by the County Executive Officer no later than seven (7) working days following the County's U.S. postal mail or facsimile of the "Notice of Intent to Award" to the Bidder.

4.8. PROTEST PROCEDURES

A Bidder protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Bidder has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Bidder under this procurement. Upon exhaustion of this remedy no additional recourse is available with the County of Merced.

Upon receipt of the formal protest, the County Executive Officer, or his/her designee, will attempt to resolve the protest. If the protest has not been resolved, the Bidder will have an opportunity to address the Board of Supervisors stating their concerns. The decision of the Merced County Board of Supervisors constitutes the final step of the Bidder's administrative remedy.

A protest shall be disallowed when, in the judgment of the County Executive Officer, or his/her designee, or County Board of Supervisors, it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the protester advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

In the event that a protesting Bidder does not appear at the protest hearing as scheduled by Merced County, the protest will be disallowed.

DEFINITIONS

Bidder - A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a County Contract.

Bonds –

Fidelity Bond - Also referred to as a Dishonesty Bond. A fidelity bond is a form of protection that covers the County for losses as a result of fraudulent acts by the Contractor.

Proposal Security Bond – Also referred to as Bid Security. A bond that is submitted with Bidder’s proposal to compensate the County for damages it might suffer if successful bidder refuses to execute the contract that may be derived from their proposal. Generally, it is 10% of the amount of Bidder’s bid as bid security.

Performance Bond – A bond to ensure completion of the project as requested under the “Scope of Work”. The Performance Bond is backed by a surety who guarantees the project will be completed in accordance with the specifications of the proposal.

Payment Bond – This bond is to protect sub-contractors and suppliers. It ensures that the surety backing the bond will pay the sub-contractors and suppliers if the general contractor does not.

Closing Date/Time - The day and time the Request for Proposal must be received in the office of the Department of Administrative Services-Purchasing Division for acceptance.

Contract - Comprises the Request for Proposal (RFP), any addenda thereto, the bid proposal, and the purchase order if appropriate. The Contract constitutes the entire agreement between the County and the awarded Bidder.

Contractor - The Bidder or Vendor awarded the Contract derived from this Bid or RFP.

County - The County of Merced, a political subdivision of the State of California.

Deliverable - The physical evidence such as documentation, certification of completion, hardware/software delivery, etc. which shows that a specific work has been completed as specified in the Scope of Work.

Discount - A percentage amount allowed off invoices for prompt payment.

Evaluation Committee - A committee established to review and evaluate proposals to determine the Contract award. The committee includes representatives of the department seeking the goods or services and staff from the Department of Administrative Services-Purchasing Division.

Formal Date of Award - Effective date the Board of Supervisors take formal action to award the subject RFP to the most responsive Bidder.

Goals/Tasks - A discrete unit of work to be performed.

May – Indicates something that is not mandatory but permissible.

Must/Shell – Indicates a mandatory requirement. A proposal that fails to meet a mandatory requirement will be deemed non-responsive and not be considered for award.

Objectives/Sub-Tasks - Detailed activities that comprise the actual performance of the Goal/Task. The total of all Goals/Tasks and Objectives/Sub-Tasks makes up the “Scope of Work”.

Prime Contractor - The Bidder who is awarded the Contract and designated as the legal entity. The Prime Contractor will hereafter also be known as the Contractor. Any subcontracting, Joint Ventures, or other legal arrangements made by the Contractor during this project are the sole responsibility of the Contractor.

Proposal Deadline - The closing date associated with this proposal.

Proprietary – The information provided that is considered exempt from public disclosure defined as Trade Secrets under Civil Code Section 3426.1, pursuant to Public Records Act.

Scope of Work - The mutually agreed to document which describe tasks, dependencies, the sequence and timing of events, deliverables, and responsible parties associated with the various phases of the proposal.

Subcontractors - Any person, entity or organization, to which Contractor or County has delegated any of its obligations hereunder.

Tasks – A discrete unit of work to be done

EXHIBIT 1- CATEGORY OF SERVICES

Contractor should be prepared to demonstrate how they will provide standard and advanced information technology, telecommunications, imaging, homeland security technology		
CATEGORY	HOW SUPPLIED	% DISCOUNT OFF LIST PRICE
1.0 Communications Services		
Call Center Solutions (with ACD)		
Emergency Notification Solutions (Reverse 911)		
Engineering/Consulting Services		
Integrated Voice Response (IVR)		
Voice over Internet Protocol (VOIP)		
Unified Messaging (UM)		
Long Distance Services (Switched, Dedicated)		
Telecommunications Systems (PBX)		
Telephone Handsets		
Voice Mail Solutions		
Wireless Voice Communication Services		
2.0 Application Systems		
Development		
Installation Solutions		
Version Control Solutions		
3.0 Infrastructure		
Battery Backup Systems		
Cabling Services		
Energy Auditing and Management Solutions		
4.0 Enterprise Mobility Solutions		
Mobile Device Management		

Mobile Devices (Tablets)		
Mobile Applications		
5.0 Maintenance Services		
6.0 Network & Enterprise Security Solutions		
Firewall & Virtual Private Network (VPN) Solutions		
Intrusion Detection/Prevention Solutions		
Network, Host & Enterprise Management Solutions		
Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless)		
Video Solutions		
Wireless Solutions (Wi-Fi)		
7.0 E-Government		
Web Site Analytics		
Web Site Content Management Solutions		
Web Site Design, Development, Hosting Services		
Web Site Development Tools		
Web Site Intranet Solutions		
Web Monitoring & Filtering Solutions		
Web Site Portal Solutions		
8.0 Enterprise Systems		
Virtualization (Servers)		
Virtual Desktop Infrastructure (VDI)		
Anti-Virus, Spam, Spyware Solutions		
Data Encryption Products & Services		
Helpdesk Solutions		
Hosting Services and Applications (Cloud and SaaS)		
Radio Frequency Identification (RFID)		

Server, Storage & Data Management Products		
Telepresence/Video Conferencing		
9.0 Training Solutions		
10.0 Consulting Services		
11.0 Other Goods and Services		

ATTACHMENT A - SIGNATURE PAGE

(BIDDER TO COMPLETE AND PLACE IN FRONT OF PROPOSAL)

INDIVIDUAL/COMPANY _____

ADDRESS _____
(P.O. Box/Street) (City) (State) (Zip)

CONTACT PERSON: _____

TITLE: _____

TELEPHONE NO. _____ FAX NO. _____

E-MAIL ADDRESS _____

The undersigned hereby certifies that he/she is a duly authorized official of their organization and has the authority to sign on behalf of the organization and assures that all statements made in the proposal are true, agrees to furnish the item(s) and/or service(s) stipulated in this Request for Joint Venture Proposal at the price stated herein, and will comply with all terms and conditions set forth, unless otherwise stipulated.

“I certify that I have read the Terms and Conditions pursuant to the submittal of a Request for Fast Open Contracts Utilization Services (FOCUS) will comply with said Terms and Conditions, unless otherwise noted by exception herein, as of the date and time of close of this proposal”.

Authorized Representative - Name Title

Signature Date

Business License No.: (Merced City) _____
(Merced County) _____
Professional License No.: _____
Taxpayer Identification No.: _____

AGREEMENT FOR SPECIAL SERVICES

**MERCED COUNTY
CONTRACT NO. _____**

THIS AGREEMENT, is made and entered into by and between the County of Merced, a political subdivision of the State of California, (hereinafter referred to as "County"), and AMS.NET, Inc., a Delaware Corporation, located at 502 Commerce Way, Livermore, California, 94551 (hereinafter referred to as "Contractor").

WHEREAS, the County desires to retain Contractor to perform the services in connection with the Fast Open Contracts Utilization Services (FOCUS), pursuant to Government Code Sections 25330-25338; and,

WHEREAS, the Contractor represents it has considerable knowledge and experience relating to the performance of such services; and,

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF WORK

1.1 FOCUS Program Overview

The purpose of this FOCUS Contract will be to provide the means for counties, cities, schools, special districts and other governmental entities in California and nationally to purchase their needed telecommunications technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power. FOCUS offers the possibility of choosing more than one provider in each category. Further, this competitively bid program offers an alternative to existing non-competitively bid programs that may charge the buyer for administrative handling.

1.2 FOCUS Program Design for Contractor

The program design shall incorporate the principles as they apply to the following awarded telecommunications technology categories:

Communications Services:

- Call Center Solutions (with ACD)
- Emergency Notification Solutions (Reverse 911)
- Engineering/Consulting Services
- Integrated Voice Response (IVR)
- Voice over Internet Protocol (VOIP)
- Unified Messaging (UM)
- Telecommunications Systems (PBX)
- Telephone Handsets
- Voice Mail Solutions
- Wireless Voice Communication Services

Infrastructure:

- Battery Backup Systems
- Cabling Services
- Energy Auditing and Management Solutions

Enterprise Mobility Solutions:

- Mobile Device Management
- Mobile Devices (Tablets)
- Mobile Applications

Maintenance Services

Network & Enterprise Security Solutions:

- Firewall & Virtual Private Network (VPN)
- Intrusion Detection/Prevention Solutions
- Network, Host & Enterprise Management Solutions
- Transport Solutions (PRI, MPLS, Super-trunks, CO Business Lines, Optical, Satellite, Wireless)
- Video Solutions
- Wireless Solutions (Wi-Fi)

E-Government:

- Web Site Analytics
- Web Site Content Management Solutions
- Web Site Design, Development, Hosting Services
- Web Site Development Tools
- Web Site Intranet Solutions
- Web Monitoring & Filtering Solutions
- Web Site Portal Solutions

Enterprise Systems:

- Virtualization (Servers)
- Virtual Desktop Infrastructure (VDI)
- Anti-Virus, Spam, Spyware Solutions
- Data Encryption Products & Services
- Helpdesk Solutions
- Hosting Services and Applications (Cloud and SaaS)
- Radio Frequency Identification (RFID)
- Server, Storage & Data Management Products
- Telepresence/Video Conferencing

Training Solutions

Consulting Services

Other Goods and Services:

- Labor: Systems Engineer VOICE (Unified Communications)
- Labor: Project Manager
- Labor: Systems Engineer CCIE
- Labor: Systems Engineer Data Center
- Labor: Systems Engineer LAN/WAN/WIRELESS
- Labor: Systems Engineer Security
- Labor: Systems Engineer Servers (Microsoft)
- Labor: Systems Engineer Telepresence
- Labor: Systems Engineer Paging
- Labor: Systems Engineer Video Surveillance

- Labor: Training
- Labor: Cabling
- Labor: Project Manager – Cabling
- Labor: Access Point Mounting – Price Per AP

1.3 Services

Contractor shall provide such services in a good and professional manner in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - County's Request for Proposal
- Exhibit B - Contractor's Responding Proposal

Services shall include all activities of Contractor necessary to its performance of the work included in the scope herein described and shall perform all services as an independent contractor; not as an agent or employee of the County.

In the performance of Contractor's duties to perform such services, Contractor's services include, but are not limited to, the following:

1. Provide telecommunications products and services, using a competitively bid procurement tool, to public entities nationally.
2. Offer superior products and services, at competitively bid prices, to insure public entity telecommunications goals are being achieved.
3. Service FOCUS needs in specifically awarded telecommunications technology categories as listed in Section 1.2.

1.4 Contractor Commitments

1. Selected FOCUS partners are authorized to add new product lines as needed to replace discontinued product lines. Merced County will be notified in writing of such product changes (with pricing) as they occur.
2. Not Specifically Priced Items (NSP) – FOCUS users may order non-contracted products and services that are in support of the contracted items listed on the Purchase Order. Any NSP items must be peripheral and subordinate to the contracted items. The total value of all NSP items shall not exceed 10 percent of the total price of the Purchase Order.
3. Merced County reserves the right to receive and process all orders at a future date.
4. VENDORS NOT SELECTED FOR A FOCUS CONTRACT MAY NOT USE ANOTHER FIRM'S FOCUS CONTRACT TO QUALIFY FOR OTHER POLITICAL JURISDICTION CONTRACTS OR SALES AUTHORITY WITHOUT THE EXPRESS WRITTEN CONSENT FROM THE COUNTY OF MERCED.
5. Corporate level management support and resource commitment to the FOCUS Program.
6. Corporate level dedication to at least a California marketing program.

7. Corporate level commitment to their sales force in promoting the FOCUS Program and rewarding successes.
8. An aggressive marketing strategy.
9. Excellence in customer support and service.
10. A commitment to use local providers and/or contracted services where a corporate presence does not exist.
11. A commitment to include Merced County in semi-annual FOCUS planning/strategy meetings.
12. A commitment to meet on FOCUS progress each quarter.
13. A product and service quality assurance program that meets or exceeds industry excellence standards.
14. The most competitive pricing given to a state/local government agency for the array of products and/or services offered.

NOTE: Pricing offered must reflect across the board percentage of discount or cost plus for every item/service submitted. Bidder must state in their proposal what percentage of discount or cost plus is being offered in their proposal.

15. An ability to include industry leaders in the corporate and product suites offered through subcontractor relationships.
16. An on-line order placement/tracking system for immediate input or retrieval of information/acknowledgments by vendor.
17. As required, a customer help desk (800 number/on-line access) to assist customer technical and administrative issues.
18. Product, service, and installation excellence to any location that meets industry's highest standards.
19. The availability and inclusion of product supplies, product training, networking services (if appropriate), and product maintenance.
20. All product installations and modifications performed by supplier will be by manufacturer-authorized personnel and meet manufacturer-documented specifications, unless otherwise specifically stated in the purchase order/Statement of Work.
21. All respondents offering technology services must be certified by the California Public Utilities Commission (CPUC) to offer those services. Evidence of certification from CPUC is required.
22. All products offered as a part of FOCUS must meet or exceed the specifications of the referenced brands.

1.5 Mandatory Administrative Requirements

1. Notify Merced County of all sales made under FOCUS, including order/delivery progress, within 14 business days of order.

2. Quarterly and annual sales reports.
3. A product/service document, paper or electronic — to be produced at least four (4) times per year. NOTE: Electronic documents shall be updated immediately for price reductions. The document must show the array of product/service offerings, product/service descriptions, and pricing schedules based on single item purchases. If appropriate, greater price reductions are expected as volume on identical items is increased. A percent of volume discount must be provided prior to order.
4. Price increase/price decline policies. Note: all price reduction changes must be published within 72 hours.
5. Quarterly Administrative fees for Merced County.
6. Subcontractor list (See Contract Attachment 1).
7. Ordering (including invoices, payments, taxes on sales and services, and return procedures), reporting, and reconciliation procedures (See Contract Attachment 2).
8. Support services including help desk phone numbers.
9. Warranty statements.
10. Point of contact including phone/fax/e-mail information.

2. TERM

The term of this Agreement shall commence on the 7th day of July, 2015, and continue until the 6th day of July, 2018, unless sooner terminated in accordance with Sections, "TERMINATION FOR CAUSE" and/or "TERMINATION AT WILL" as set forth elsewhere in this Agreement. Through mutual written agreement, the contract may be extended for two additional, one year terms, not to exceed a total of five years.

3. ADMINISTRATIVE FEES

Contractor agrees to pay Merced County administrative fees in accordance with the following schedule on a quarterly basis. Payment is to be made not later than 30 days following the end of the quarter (April 30, July 31, October 31, January 31).

(Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

Annual Sales Through Contract	Administrative Fee
\$0 - \$2,000,000	1%
\$2,000,000+	0.5%

4. PUBLIC AGENCY PARTICIPATION

Any public agency, i.e., city, district, public authority, public agency, municipality and other political subdivision or a public corporation of California (hereinafter referred to as public agency)

in the State of California or any other state shall have the option of participating in any award made as a result of this proposal at the same prices, F.O.B. destination, and terms and conditions. The public agency shall make purchases in their own name, have deliveries made to their facilities, and be responsible for tax liability and payments directly to the Contractor. The public agency will hold harmless the County from all claims, demands, actions, or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with use of this Contract.

Public Agencies may not qualify vendors for their contract offerings by using FOCUS Terms and Conditions.

5. PROGRAM UTILIZATION REQUIREMENTS

In order for a public agency to utilize FOCUS contracts, the public agency must first complete an agreement with Merced County. Agreements are accomplished by referencing vendor's specific FOCUS contract number on each public agency's purchase order, forwarding original to Contractor, and providing an information copy to the Merced County Department of Community and Economic Development via U.S. Mail, fax, or e-mail. For ordering, reporting, and reconciliation procedures, see Contract Attachment 2.

6. NON-FOCUS VENDORS

Vendors not selected for a FOCUS contract may not use another firm's FOCUS contract to qualify for other political jurisdiction contracts or sales authority without the express written consent from the County of Merced.

7. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

County of Merced c/o
Director
Community and Economic Development
Merced County
2222 M Street
Merced, CA 95340

Contractor
AMS.NET, Inc.
Robert Tocci, President
502 Commerce Way
Livermore, CA 94551

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

8. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to Contractor pursuant to this Agreement is based on County's continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the County arising from this Agreement shall be immediately discharged. County agrees to inform Contractor no later than ten (10) calendar days after the County determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by Contractor arising out of performance of this Agreement must be submitted to County prior to the final date for which funding is available. In the alternative, County and Contractor may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the County may, if funding is provided to the County in the form of promises to pay at a later date, whether referred to as "government warrants," "IOUs," or by any other name, the County may, in its sole discretion, provide similar promises to pay to the Contractor, which the Contractor hereby agrees to accept as sufficient payment until cash funding becomes available.

9. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by County at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, County shall have no further liability to Contractor except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by County. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by Contractor prior to, and in connection with, discontinuing the work hereunder.

10. TERMINATION FOR CAUSE

The County may terminate this Agreement and be relieved of making any payments to Contractor, and all duties to Contractor should the Contractor fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the County may proceed with the work in any manner deemed proper by the County. All costs to the County shall be deducted from any sum otherwise due the Contractor and the

balance, if any, shall be paid to the Contractor upon demand. Such remedy is in addition to such other remedies as may be available to the County provided by law.

11. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

12. INSURANCE

A. Prior to the commencement of work, and as a precondition to this contract, Contractor shall purchase and maintain the following types of insurance for the stated minimum limits indicated during the term of this Agreement. Contractor shall provide a certificate of insurance and endorsements naming County as an additional insured on each policy. The insurance carrier shall be required to give County notice of termination at least 10 days prior to the intended termination of any specified policy. Each certificate of insurance shall specify if Contractor has a SIR, and if so, Contractor shall be required to provide the entire policy of insurance with which it has a SIR.

1. Commercial General Liability: \$1,000,000 per occurrence and \$2,000,000 annual aggregate covering bodily injury, personal injury and property damage. The County and its officers, employees and agents shall be endorsed to above policies as additional insured, using ISO form CG2026 or an alternate form that is at least as broad as form CG2026, as to any liability arising from the performance of this Agreement.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage, or alternatively split limits of \$500,000 per person and \$1,000,000 per accident for bodily injury with \$250,000 per accident for property damage.
3. Workers Compensation: Statutory coverage, if and as required according to the California Labor Code, including Employers' Liability limits of \$1,000,000 per accident. The policy shall be endorsed to waive the insurer's subrogation rights against the County.
4. If the successful bidder elects to deliver products to the County using a common carrier that is not related to the bidders business entity. The bidder may request waiver of the automobile and workers compensation insurance requirements.
5. Professional Liability: \$1,000,000 limit per occurrence and \$5,000,000 annual aggregate limit covering Contractors wrongful acts, errors and omissions.

B. Insurance Conditions

1. Insurance is to be placed with admitted insurers rated by A.M. Best Co. as A:VII or higher. Lower rated, or approved but not admitted insurers, may be accepted if prior approval is given by the County's Risk Manager.
2. Each of the above required policies shall be endorsed to provide County with 30 days prior written notice of cancellation. County is not liable for the payment of premiums or assessments on the policy. No cancellation provisions in the insurance policy shall be construed in derogation of the continuing duty of Contractor to furnish insurance during the term of this Agreement.

13. INDEMNIFICATION

Contractor has the contracted duty (hereinafter "the duty") to indemnify, defend and hold harmless, COUNTY, its Board of Supervisors, officers, employees, agents and assigns from and against any and all claims, demands, liability, judgments, awards, interest, attorney's fees, costs, experts' fees and expenses of whatsoever kind or nature, at any time arising out of or in any way connected with the performance of this Agreement, whether in tort, contract or otherwise. This duty shall include, but not be limited to, claims for bodily injury, property damage, personal injury, and contractual damages or otherwise alleged to be caused to any person or entity including, but not limited to employees, agents and officers of Contractor.

Contractor's liability for indemnity under this Agreement shall apply, regardless of fault, to any acts or omissions, willful misconduct or negligent conduct of any kind, on the part of the Contractor, its agents, sub-Contractors and employees. The duty shall extend to any allegation or claim of liability except in circumstances found by a jury or judge to be the sole and legal result of the willful misconduct of County. This duty shall arise at the first claim or allegation of liability against County. Contractor will on request and at its expense defend any action suit or proceeding arising hereunder. This clause for indemnification shall be interpreted to the broadest extent permitted by law.

14. PATENT INDEMNITY

The awarded Bidder shall hold the County, its officers, agents, and employees, harmless from liability of any nature in kind, including costs and expenses, from infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article, or appliance furnished or used in connection with this proposal. The Bidder may also be required to furnish a bond or other indemnification to the County against any and all loss, damage, costs, expenses, claims, and liability for patent or copyright infringement.

15. INDEPENDENT CONTRACTOR

It is mutually understood and agreed that Contractor is an independent Contractor in the performance of the work duties and obligations devolving upon Contractor under this Agreement. County shall neither have, nor exercise any control or direction over the methods by which Contractor shall perform the assigned work and functions. The contractual interest of County is to assure that the services covered by this Agreement shall be performed and rendered in a competent, efficient and satisfactory manner.

It is agreed that no employer-employee relationship is created and Contractor shall hold County harmless and be solely responsible for withholding, reporting and payment of any federal, state or local taxes; any contributions or premiums imposed or required by workers' compensation; any unemployment insurance; any social security-income tax; and any other obligations from statutes or codes applying to Contractor, or its sub-Contractors and employees, if any.

It is mutually agreed and understood that Contractor, its sub-Contractors and employees, if any, shall have no claim under this Agreement or otherwise against the County for vacation pay, sick leave, retirement or social security benefits, occupational or non-occupational injury, disability or illness, or loss of life or income, by whatever cause.

Contractor shall insure that all its personnel and employees, sub-Contractors and their employees, and any other individuals used to perform the contracted services are aware and expressly agree that County is not responsible for any benefits, coverage or payment for their efforts.

16. RECORDS, INFORMATION AND REPORTS

Contractor shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, County shall have free access at all proper times or until the expiration of four (4) years after the furnishing of services to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, Contractor shall furnish County such periodic reports as County may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the Contractor.

17. OWNERSHIP OF DOCUMENTS

To the extent permitted by law, all technical data, evaluations, plans, specifications, reports, documents, or other work products developed by Contractor hereunder are the exclusive property of County and upon request of County shall be delivered to County upon completion of the services authorized hereunder. In the event of termination, all finished or unfinished documents and other materials, if any, at the option of County, and to the extent permitted by law, shall become the property of the County. Contractor may retain copies thereof for its files and internal use.

Any publication of information directly derived from work performed or data obtained in connection with services rendered under this Agreement must be first approved by County.

18. QUALITY OF SERVICE

Contractor shall perform its services with care, skill, and diligence, in accordance with the applicable professional standards currently recognized by such profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and/or other items and services furnished under this Agreement.

Contractor shall, without additional compensation, correct or revise any errors or deficiencies immediately upon discovery in its reports, drawings, specifications, designs, and/or other related items or services.

19. PERSONAL SATISFACTION AS A CONDITION PRECEDENT

The obligations of County as provided in this Agreement are expressly conditioned upon Contractor's compliance with the provisions of this Agreement to the personal satisfaction of the County. County shall determine compliance in good faith as a reasonable person would under the circumstances.

20. PRICING

If the FOCUS partnering contractor's prices decline, or should Contractor, at any time during the term of this Agreement, provide the same or similar goods or services under similar quantity and delivery conditions and terms and conditions of purchase to the State of California or any county, municipality or district of the state at prices below those set forth in this Agreement, then such lower prices shall be immediately extended to Merced County and the FOCUS users up to and including date of shipment from Contractor's shipping point.

21. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

22. COUNTY NOT OBLIGATED TO THIRD PARTIES

County shall not be obligated or liable hereunder to any party other than Contractor.

23. LAWS, LICENSES, PERMITS AND REGULATIONS

Contractor and County agree to comply with all State laws and regulations that pertain to construction, health and safety, labor, minimum wage, fair employment practice, equal opportunity, and all other matters applicable to Contractor and County, their sub-grantees, Contractors, or sub-Contractor, and their work.

Contractor shall possess and maintain all necessary licenses, permits, certificates and credentials required by the laws of the United States, the State of California, County of Merced and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by COUNTY.

24. LIMITED AFFECT OF WAIVER OR PAYMENT

In no event shall the making, by County, of any payment to Contractor constitute, or be construed as, a waiver by County of any breach of covenant, or any default which may then exist, on the part of Contractor. The making of any such payment by County while any such breach or default shall exist, shall not be construed as acceptance of substandard or careless work or as relieving Contractor from its full responsibility under this Agreement.

No waiver by either party of any default, breach or condition precedent shall be valid unless made in writing and signed by the parties hereto. No oral waiver of any default, breach or condition precedent shall be binding on any of the parties hereto. Waiver by either party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

25. PERSONNEL

Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. All of the services required hereunder will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services.

26. SUBCONTRACTS - ASSIGNMENT

Contractor shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by County. Contractor remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. Contractor shall be held responsible by County for the performance of any subcontractor whether approved by County or not.

27. APPLICABLE LAW; VENUE

All parties agree that this Agreement and all documents issued or executed pursuant to this Agreement as well as the rights and obligations of the parties hereunder are subject to and governed by the laws of the State of California in all respects as to interpretation, construction, operation, effect and performance. No interpretation of any provision of this Agreement shall be binding upon County unless agreed in writing by County and counsel for County.

Notwithstanding any other provision of this Agreement, any disputes concerning any question of fact or law arising under this Agreement or any litigation or arbitration arising out of this Agreement, shall be tried in Merced County, unless the parties agree otherwise or are otherwise required by law.

28. BREACH OF CONTRACT

Upon breach of this Agreement by Contractor, County shall have all remedies available to it both in equity and/or at law.

29. REMEDY FOR BREACH AND RIGHT TO CURE

Notwithstanding anything else in this Agreement to the contrary, if Contractor fails to perform any obligation of this Agreement, the County may itself perform, or cause the performance of, such agreement or obligation. In that event, Contractor will, on demand, fully reimburse County for all such expenditures. Alternatively, County, at its option, may deduct from any funds owed to Contractor the amount necessary to cover any expenditures under this provision. This is in addition to any other remedies available to the County by law or as otherwise stated in this Agreement.

30. SUCCESSORS IN INTEREST

All the terms, covenant, and conditions of this Agreement shall be binding and in full force and effect upon any successors in interest and assigns of the parties hereto. This paragraph shall not be deemed as a waiver of any of the conditions against assignment set forth herein.

31. CONFLICT OF INTEREST

Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Contractor shall ensure that no conflict of interest exists between its officers, employees, or sub-Contractors, and the County. Contractor shall ensure that no County officer or employee in a position that enables them to influence this Agreement will have any direct or indirect financial interest resulting from this Agreement. Contractor shall ensure that no County employee shall have any relationship to the Contractor or officer or employee of the Contractor, nor that any such person will be employed by Contractor in the performance of this Agreement without immediate divulgence of such fact to the County.

32. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

Contractor and any sub-Contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of County, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. Contractor shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of County employees and agents, and recipients of services are free from such discrimination and

harassment.

Contractor represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

Contractor agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

Contractor shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

33. CAPTIONS

The captions of each paragraph in this Agreement are inserted as a matter of convenience and reference only, and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect it.

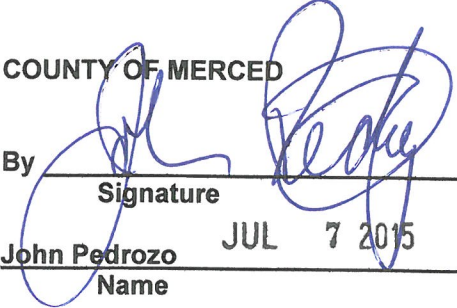
34. SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid, in whole or in part, for any reason, the validity and enforceability of the remaining provisions, or portion of them, will not be affected. Compensation due to Contractor from the County may, however, be adjusted in proportion to the benefit received despite the removal of the effected provision.

35. DUPLICATE COUNTERPARTS

This Agreement may be executed in duplicate counterparts, each of which shall be deemed a duplicate original. The Agreement shall be deemed executed when it has been signed by both parties.

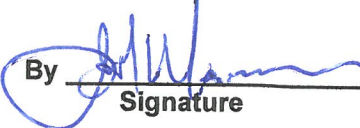
COUNTY OF MERCED

By  _____
 Signature

John Pedrozo JUL 7 2015
 Name

Chairman, Board of Supervisors
 Title

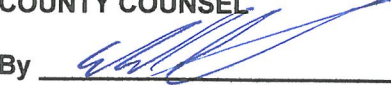
AMS.NET, Inc.

By  _____
 Signature

Joseph Moomau
 Name

Vice President
 Title

APPROVED AS TO FORM
JAMES N. FINCHER
COUNTY COUNSEL

By  _____
 Deputy

MICHAEL LINDSEY

ATTACHMENT 1

SUBCONTRACTORS

Aerohive
APC
Atlas
Barracuda
Berk-Tek
Chatsworth
Cisco
Citrix
Damac
DataDomain
EMC
Essex
F5
Frontrow
General Cable
Hoffman
HP
iBoss
Kaspersky
Leviton
Lightspeed
Meraki
Microsoft
Nimble
Ocularis
Ortronix
Panduit
Pure Storage
Ruckus
Singlewire
Sony
Terra Wave
Tripp Lite
Vbrick
Veeam
VMware

ATTACHMENT 2

ORDERING, REPORTING, AND RECONCILIATION PROCEDURES

ORDERING:

To order from the FOCUS Contract, Contractor needs:

1. A public agency purchase order (P.O.), stating the FOCUS Contract Number, made out to Contractor.
2. Confirmation that a copy of the P.O. has been sent to County via U.S. Mail, fax or email.

Contractor can receive information in the following ways: U.S. Mail, fax or email:

US mail:
AMS.NET
Sales/FOCUS Contract orders
502 Commerce Way
Livermore, CA 94550

Fax:
925-245-6150

Email:
sales@ams.net

Upon receiving the above, Contractor will proceed with the ordering of the equipment delivered to Contractor for delivery to the customer. The Order Administrator will also send a copy of the P.O. to the County.

REPORTING AND RECONCILIATION:

Contractor will report to County on a quarterly basis. The report and associated fees will be sent by Contractor no later than the 15th of the month, following the end of the quarter (January 15th, April 15th, July 15th, October 15th) to the County via overnight carrier. Copies of P.O.'s will also be included.



MERCED COUNTY FOCUS CONTRACT

Merced County FOCUS Contract Procurement Instructions

One of the procurement options available to AMS.NET public sector customers is the Merced County FOCUS Contract. The Merced County FOCUS Contract assists schools and governments to procure competitively bid technology and eliminate much of the cost and time associated with the bid process. Organizations can quickly purchase technology brands they prefer at great prices.

Merced County FOCUS Contract

FOCUS #2015109

Manufacturers Represented:

EMC	Pure Storage	Palo Alto Networks
Data Domain	Exacq Vision	Valcom
VMware	Arecont	FrontRow
Cisco Systems	F5 Networks	Advanced Network Devices
Brocade	Barracuda	Kaspersky
Nimble Storage	Fortinet	OnSSI
Tegile	Mist Systems	Tripp Lite
Veeam	Avigilon	iboss
APC	Verkada	VBrick
HP	Ruckus Wireless	Structured Wiring
Meraki	Aerohive Networks	Maintenance/Professional Services

Electronic Catalog/Pricing:

The electronic catalog includes the manufacturers, products, pricing, and professional services offered by AMS.NET as part of the FOCUS contract. The electronic catalog includes the manufacturers that AMS.NET is authorized to resale, implement, and provide on-going support services. Please reference the electronic catalog for pricing.

To Order:

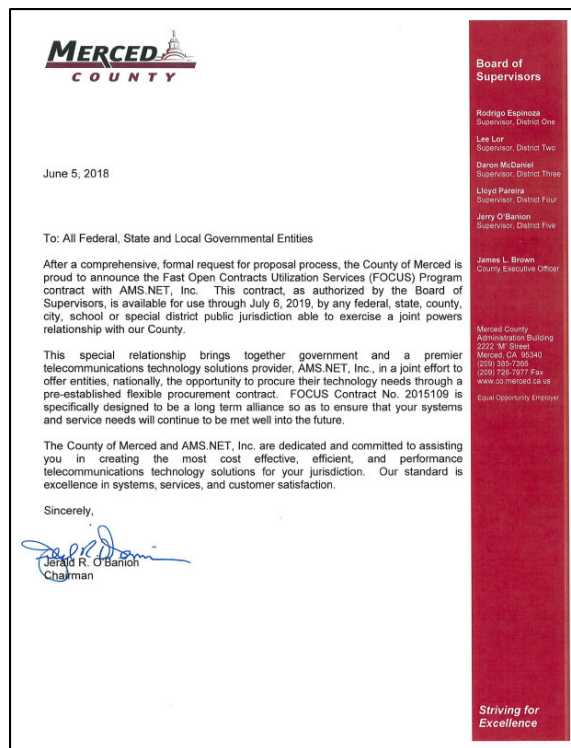
1. Complete a joint powers agreement with Merced County.
(Agreements are accomplished by referencing AMS.NET's FOCUS contract number #2015109 on the purchase order, forwarding original to AMS.NET and providing an information copy to the Merced County Department of Commerce, Aviation & Economic Development via U.S. Mail, facsimile, or email.)
2. Issue a Purchase Order to AMS.NET with the FOCUS contract number #2015109 clearly stated.
3. Forward the original Purchase Order to AMS.NET
4. Mail a copy of the Purchase Order to:
Merced County Department of Commerce, Aviation & Economic Development- FOCUS Contract
2507 Heritage Drive, Atwater, CA 95301
5. Send AMS.NET Confirmation of the copy being mailed to Merced County Department of Commerce, Aviation & Economic Development.
6. The order is processed.



MERCED COUNTY FOCUS CONTRACT

Contract Description

For Public Entities: The Fast Open Contracts Utilization Services (FOCUS) program established over a decade ago, and under State of California procurement guidelines (Gov. Code 25330-25338), is a competitively bid procurement vehicle for counties, cities, schools, special districts as well as Federal and State governments to use in the direct purchase of their technology needs through established public entity (County) contracts. The multiple award FOCUS program is offered throughout California and nationally. The purpose of this FOCUS RFJVP is to provide the means for counties, cities, schools, special districts and other government entities in California and nationally to purchase their needed technology solutions through a formally bid contractual relationship. FOCUS also provides the means for governments to reduce their costs of procurement while leveraging their dollars with other governments to achieve greater buying power.



Rules/Regulations

Shipping Costs- Shipping charges are paid by AMS.NET.

For More Information

AMS.NET Contract Contact Phone: 925-245-6128
Thomas Vasconi, Director of Sales Email: tvasconi@ams.net

EXHIBIT C

GENERAL TERMS AND CONDITIONS

FAX YARD WI-FI UPGRADE

GENERAL CONDITIONS

1. DEFINITIONS: Wherever used in the Specifications, including the Instructions to Bidders and the Bid Proposal, or any of the Contract Documents, the following words shall have the meaning herein given, unless the context requires a different meaning.

- (a) "City," "Buyer," "Owner," "Vendee" and "City of Fresno" shall each mean and refer to the City of Fresno, California.
- (b) " Seller" and "Supplier" shall each mean and refer to each person or other entity awarded a Contract hereunder and named or to be named in the Agreement with the City to furnish the goods or services, or both, to be furnished under the Contract.
- (c) "Contract" and "Contract Documents" shall each mean and refer to these Specifications, including the Instructions to Bidders, the Bid Proposal and any addenda thereto, the Agreement and other standard Specifications, City's Specifications and other papers and documents incorporated by reference into or otherwise referred to in any of the foregoing documents, whether or not attached thereto.
- (d) "Council" and "City Council" shall each mean and refer to the Council of the City.
- (e) "Goods" and "Merchandise" shall each mean and refer to the equipment, material, article, supply or thing to be furnished by the Seller under the Contract.
- (f) "Purchasing Manager" shall mean and refer to the Purchasing Manager of the City.
- (g) "Specifications" shall mean and refer to all of the Contract Documents.
- (h) "Working day" shall mean and refer to City regular business day.

2. PRODUCTS LIABILITY INSURANCE: If these Specifications are for equipment with moving parts, the Contractor shall maintain, and provide the City of Fresno with verification of, manufacturer's products liability insurance policy in excess of \$1,000,000 on said Bid Item(s) equipment.

3. INDEMNIFICATION: To the furthest extent allowed by law, CONTRACTOR shall indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by CITY, CONTRACTOR or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of performance of this Contract. CONTRACTOR'S obligations under the preceding sentence shall apply regardless of whether CITY or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

4. If CONTRACTOR should subcontract all or any portion of the work to be performed under this Contract, CONTRACTOR shall require each subcontractor to indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

5. This section shall survive termination or expiration of this Contract.

6. WORKMANSHIP GUARANTY: The workmanship of the goods or services provided to the City by the Contractor will be in accordance with generally accepted standards.

7. WARRANTY: For the purchase of equipment and material, the Contractor, unless otherwise provided in the Specifications, shall guarantee all items furnished in accordance with the standard guarantee offered by the manufacturer to cities and consumers of the product. The Contractor shall be responsible for all warranty costs, including the transportation costs to and from the repair station.

8. PRECEDENCE OF CONTRACT DOCUMENTS: The order of precedence of documents shall be: (1) Rules and Regulations of Federal Agencies relating to the source of funds for this purchase; (2) Supplemental Agreements, Change Orders, or Contract the one dated later having precedence over another dated earlier; (3) Special Conditions; (4) General Conditions; (5) Technical Specifications.

Whenever any conflict appears in any portion of the Contract, it shall be resolved by application of the order of precedence.

9. CONTRACT DOCUMENTS: Upon award of the Contract, the Contractor shall execute and submit all required documents (which will include the "Contract," a sample of which is included in these Specifications on page 1.10) to the Purchasing Manager, 2600 Fresno Street, Room 2156, Fresno, California 93721 in a form acceptable to the City of Fresno within 15 calendar days (except in the event federal funding is applicable to this Contract, then 10 working days) from the date of Notice of Award. Failure to provide said documents within the designated period shall be sufficient cause to forfeit the Contractor's bid deposit and initiate a departmental recommendation to the Council to award the Contract to the next lowest responsive and responsible Bidder.

10. ASSIGNMENT OF PAYMENT: Contractor hereby agrees it will not assign the payment of any monies due it from the City under the terms of this Contract to any other individual(s), corporation(s) or entity(ies). The City retains the right to pay any and all monies due Contractor directly to Contractor.

11. PATENTS: For the purchase of equipment and material, the Contractor shall hold the City of Fresno, its officers and employees, harmless from any and all liability for damages arising out of the use of any patented material, equipment, device or process incorporated into or made a part of or required by the manufacturer's specifications to be used on or in connection with the material, equipment or supplies purchased by the City pursuant to these Specifications, and Contractor agrees, by submission of a proposal hereunder, to defend the City, at Contractor's sole expense, in any action or suit for damages or injunctive relief on account of any allegedly unauthorized use of or infringement of patent rights on any patented material, equipment, device or process, if the City is named as a defendant in any such action or suit.

12. OSHA COMPLIANCE: For the purchase of equipment and material, the items covered by this Contract must conform with the Safety Orders of the State of California, Division of Industrial Safety, pursuant to the California Occupational Safety and Health Act, and the Federal Standards established by the Occupational Safety and Health Act of 1970, and their present and future amendments during the term of this Contract. In the event of a conflict between such Safety Orders and Federal Standards, the items shall conform to the respective Order or Standard which is more restrictive.

13. RECYCLING PROGRAM: In the event Contractor maintains an office or operates a facility(ies), or is required herein to maintain or operate same, within the incorporated limits of the City of Fresno, Contractor at its sole cost and expense shall:

- (i) Immediately establish and maintain a viable and ongoing recycling program, approved by City's Solid Waste Management Division, for each office and facility. Literature describing City recycling programs is available from City's Solid Waste Management Division and by calling City of Fresno Recycling Hotline at (559) 621-1111.
- (ii) Immediately contact City's Solid Waste Management Division at (559) 621-1452 and schedule a free waste audit, and cooperate with such Division in their conduct of the audit for each office and facility.
- (iii) Cooperate with and demonstrate to the satisfaction of City's Solid Waste Management Division the establishment of the recycling program in paragraph (i) above and the

ongoing maintenance thereof.

14. DELIVERY AND EXTENSIONS: Unless otherwise provided in the Specifications, delivery shall be made F.O.B. the specified place of delivery within the City of Fresno or environs.

If Contractor is delayed making delivery by any conditions or events beyond the reasonable control of Contractor and without its fault or negligence such as acts of God or the public enemy, acts of City in its contractual capacity or otherwise, illegal strikes, boycotts or like illegal obstructive action by employee or labor organizations, illegal general lockouts or other defensive action by employers, whether general or by organizations of employers, fires, floods, epidemics, quarantine restrictions, and delays of common carriers; Contractor shall have no claim for damages against City for any such cause of delay, but shall in such cases be entitled to such extension of time as shall reasonably compensate for actual loss of time occasioned thereby, upon application to said City Manager for such extension; provided, that no such extension of time shall be granted unless Contractor shall have notified the Purchasing Manager in writing, of the condition or event which is expected to cause a delay in delivery and the actual or estimated number of days of delay anticipated on account thereof, within one week after the commencement or occurrence of the condition or event. Contractor shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Purchasing Manager of the cessation of such occurrence. The decision of said City Manager as to the number of additional days, if any, to be allowed for completion of delivery on account of such condition or event, shall be given in writing to Contractor.

15. PAYMENT: Unless otherwise provided in the Specifications, payment of the Contract price shall be made by City to Contractor in lawful money of the United States by warrant of City issued and delivered to Contractor in the ordinary course of City business promptly after completion of delivery of the specified item(s) and their acceptance by City.

16. TERMINATION FOR CONVENIENCE: The City reserves the right to terminate this Contract upon 60 calendar days' prior written notice to the Contractor. In the event of such termination, the Contractor shall be paid for satisfactory service performed to the date of termination.

17. TERMINATION FOR NON-PERFORMANCE: If Contractor shall (i) materially breach any of its obligations under this Contract (including, without limitation, the failure to meet quality standards or to complete delivery, within the time specified herein, of all or any part of the materials, equipment, supplies or services to be provided under the Contract), and (iii) fail to commence and diligently pursue reasonable efforts to cure such breach within 5 calendar days after written notice by the City specifically describing the breach; the City Manager or his/her designee, acting for and on behalf of the City, may at any time after the expiration of the time for delivery, terminate the Contract as to the whole thereof, or in the event partial delivery has been made and accepted, as to such items or service to be furnished which have not been delivered or accepted prior to such termination. Such termination shall be effective upon receipt by Contractor of written notice of termination from said City Manager or his/her designee, which notice shall be deemed to have been received by Contractor, if mailed, within forty-eight hours to Contractor's address as contained in the Contractor's Bid Proposal or, if personally delivered, upon the delivery thereof to Contractor, the authorized representative of Contractor, or to the Contractor's said address.

The Contractor may terminate this Contract if City materially breaches any of its obligations under this Contract and fails to commence and diligently pursue reasonable efforts to cure such breach within 30 calendar days after written notice by the Contractor specifically describing the breach. Such termination shall be effective upon receipt by City of written notice of termination from Contractor, which notice shall be deemed to have been received by City, if mailed, within forty-eight hours to City's address as contained on the signature page of the Contract or, if personally delivered, upon the delivery thereof to the authorized representative of City or to City's said address.

18. NOTICES: Except as otherwise expressly provided in the Specifications, any notice required or intended to be given to either party under the terms of this Contract shall be in writing and shall be deemed to be duly given if delivered personally or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party to which notice is to be given at the party's address set forth on the signature page of the Bid Proposal in the case of the Contractor and at the address set forth on the signature page of the Contract in the case of the City, or at such other address as the parties may from time to time designate by written notice. Notices served by United

States mail in the manner above described shall be deemed sufficiently served or given at the time of the mailing thereof.

19. **BINDING**: Subject to the following section, once this Contract is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

20. **ASSIGNMENT**: The Contract is personal to the Contractor and there shall be no assignment, transfer, sale, or subcontracting by the Contractor of its rights or obligations under the Contract without the prior written approval of the City. Any attempted assignment, transfer, sale or subcontracting by the Contractor, its successors or assigns, shall be null and void unless approved in writing by the City.

21. **COMPLIANCE WITH LAW**: In providing the services required under this Contract, Contractor and its subcontractors shall at all times comply with all applicable laws of the United States, the State of California and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Contract.

22. **WAIVER**: The waiver by either party of a breach by the other of any provision of this Contract shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Contract. No provisions of this Contract may be waived unless in writing and signed by all parties to this Contract. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

23. **HEADINGS**: The section headings in this Contract are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Contract.

24. **SEVERABILITY**: The provisions of this Contract are severable. The invalidity, or unenforceability of any one provision in this Contract shall not affect the other provisions.

25. **INTERPRETATION**: The parties acknowledge that this Contract in its final form is the result of the combined efforts of the parties and that, should any provision of this Contract be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Contract in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

26. **ATTORNEY'S FEES**: If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of the Contract, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

27. **EXHIBITS**: Each exhibit and attachment referenced in this Contract is, by the reference, incorporated into and made a part of this Contract.

28. **CUMULATIVE REMEDIES**: No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. **NO THIRD PARTY BENEFICIARIES**: The rights, interests, duties and obligations defined within this Contract are intended for the specific parties hereto as identified in the preamble of this Contract. Notwithstanding anything stated to the contrary in this Contract, it is not intended that any rights or interests in this Contract benefit or flow to the interest of any third parties other than expressly identified within this section. The parties do intend that in the event that the State of California is funding the purchase hereunder, that the State of California be a third party beneficiary under this Contract and all rights, interest and benefits of this Contract accrue to the State.

30. **FUNDING**: This Contract is contingent on the appropriation of funds by City. Should funds not be appropriated, this Contract may be terminated by City upon prior written notice to Contractor notwithstanding any other provision of these General Conditions.

31. **GOVERNING LAW AND VENUE**: The Contract shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of the Contract and any rights and duties hereunder shall

be Fresno County, California.

32. EXTENT OF CONTRACT: Each party acknowledges that they have read and fully understand the contents of this Contract. This Contract represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral.

33. MODIFICATIONS AND CHANGE ORDERS: This Contract may be modified only by written instrument duly authorized and executed by both City and Contractor in accordance with City's current applicable contract change order resolution, as may be revised. The City reserves the right to add, modify or delete items from the Contract including, without limitation, the Special Conditions and Technical Specifications. Any such changes shall be made only by means of a formal change order signed by both the City and the Contractor.

EXHIBIT C

INSURANCE AND INDEMNITY

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."
2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto). If personal automobile coverage is used, the City, its officers, officials, employees, agents, and volunteers are to be listed as additional insureds.
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Technology Liability (Errors and Omissions) insurance appropriate to CONTRACTOR'S profession. Coverage shall be sufficiently broad to respond to duties and obligations as is undertaken by CONTRACTOR in this agreement and shall include but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines penalties and credit monitoring expenses with limits sufficient to respond to these obligations.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR, or any party the CONTRACTOR subcontracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to City, its officers, officials, employees, agents, and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. **COMMERCIAL GENERAL LIABILITY:**
 - (i) \$1,000,000 per occurrence for bodily injury and property damage;
 - (ii) \$1,000,000 per occurrence for personal and advertising injury;
 - (iii) \$2,000,000 aggregate for products and completed operations; and,
 - (iv) \$2,000,000 general aggregate applying separately to the work performed under the Agreement.
2. **COMMERCIAL AUTOMOBILE LIABILITY:**
\$1,000,000 per accident for bodily injury and property damage.
3. **WORKERS' COMPENSATION INSURANCE** as required by the State of California with statutory limits.

4. **EMPLOYER'S LIABILITY:**

- (i) \$1,000,000 each accident for bodily injury;
- (ii) \$1,000,000 disease each employee; and,
- (iii) \$1,000,000 disease policy limit.

5. **TECHNOLOGY PROFESSIONAL LIABILITY** insurance with limits of not less than:

- (i) \$2,000,000 per claim/occurrence; and,
- (ii) \$4,000,000 policy aggregate

UMBRELLA OR EXCESS INSURANCE

In the event CONTRACTOR purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the City, its officers, officials, employees, agents, and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

CONTRACTOR shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and CONTRACTOR shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to on the Certificate of Insurance, and approved by, the City's Risk Manager or designee. At the option of the City's Risk Manager or designee, either:

- (i) The insurer shall reduce or eliminate such deductibles or self-insured retentions as respects City, its officers, officials, employees, agents, and volunteers; or
- (ii) CONTRACTOR shall provide a financial guarantee, satisfactory to City's Risk Manager or designee, guaranteeing payment of losses and related investigations, claim administration, and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. City, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds. CONTRACTOR shall establish additional insured status for the City and for all ongoing and completed operations by use of ISO Form CG 20 10 11 85 or both CG 20 10 10 01 and CG 20 37 10 01 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 10 11 85.
2. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, officials, employees, agents, and volunteers. Any available insurance proceeds in excess of the specified minimum limits and coverage shall be available to the Additional Insured.
3. For any claims relating to this Agreement, CONTRACTOR'S insurance coverage shall be primary insurance with respect to the City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, and volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it. CONTRACTOR shall establish primary and non-contributory status by using ISO Form CG 20 01 04 13 or by an executed manuscript insurance company endorsement that provides primary and non-contributory status as broad as that contained in ISO Form CG 20 01 04 13.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: CONTRACTOR and its insurer shall waive any right of subrogation against City, its officers, officials, employees, agents, and volunteers.

If the *Technology Liability insurance policy* is written on a claims-made form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by CONTRACTOR.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the Agreement work or termination of the Agreement, whichever occurs first, or, in the alternative, the policy shall be endorsed to provide not less than a five (5) year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by CONTRACTOR, CONTRACTOR must purchase "extended reporting" coverage for a minimum of five years completion of the Agreement work or termination of the Agreement, whichever occurs first.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty calendar days written notice by certified mail, return receipt requested, has been given to City. CONTRACTOR is also responsible for providing written notice to the City under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, CONTRACTOR shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, CONTRACTOR shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen calendar days prior to the expiration date of the expiring policy.

Should any of these policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by defense costs, then the requirement for the Limits of Liability of these policies will be twice the above stated limits.

The fact that insurance is obtained by CONTRACTOR shall not be deemed to release or diminish the liability of CONTRACTOR, including, without limitation, liability under the indemnity provisions of this Agreement. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONTRACTOR. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of CONTRACTOR, its principals, officers, agents, employees, persons under the supervision of CONTRACTOR, vendors, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

SUBCONTRACTORS - If CONTRACTOR subcontracts any or all of the services to be performed under this Agreement, CONTRACTOR shall require, at the discretion of the City Risk Manager or designee, subcontractor(s) to enter into a separate side agreement with the City to provide required indemnification and insurance protection. Any required side agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by City Risk Manager or designee. If no side agreement is required, CONTRACTOR shall require and verify that subcontractors maintain insurance meeting all the requirements stated herein and CONTRACTOR shall ensure that City, its officers, officials, employees, agents, and volunteers are additional insureds. The subcontractors' certificates and endorsements shall be on file with CONTRACTOR, and City, prior to commencement of any work by the subcontractor.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City's Risk Manager or designee prior to City's execution of the Agreement and before work commences. All non-ISO endorsements amending policy

coverage shall be executed by a licensed and authorized agent or broker. Upon request of City, CONTRACTOR shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

EXHIBIT D

FAX YARD WI-FI UPGRADE

FEDERAL TERMS AND CONDITIONS

This contract/purchase agreement is subject to a financial assistance contract between the City of Fresno and the Federal Transit Administration, which requires that this contract/agreement contain the following clauses:

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The City and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. sections 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. section 5307, the Government reserves the right to impose the penalties of 18 U.S.C. section 1001 and 49 U.S.C. section 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. section 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the [Master Agreement](#) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

TERMINATION

(1) Termination for Convenience: The City of Fresno may terminate this contract, in whole or in part, at any time by written notice to the contractor. The contractor shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The contractor shall promptly submit its termination claim to be paid by contractor. If the contractor has any property in its possession belonging to the City of Fresno, the contractor will account for the same, and dispose of it in the manner the City of Fresno directs.

(2) Termination for Default: If the contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the contractor fails to perform in the manner called for in the contract or if the contractor fails to comply with any other provisions of the contract, the City of Fresno may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

(3) If it is later determined by the City of Fresno that the contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of, or are beyond the control of the contractor, the City of Fresno, after setting up a new delivery or performance

schedule, may allow the contractor to continue work, or treat the termination as a termination for convenience.

CIVIL RIGHTS

The City is an Equal Opportunity Employer. As such, the City agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the City agrees to comply with the requirements of 49 U.S.C. section 5323(h)(3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) **Nondiscrimination** – In accordance with Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, disability, or age. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) **Equal Employment Opportunity** – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. sections 2000e et seq., and Federal transit laws at 49 U.S.C. section 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. section 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. section 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. sections 621- 634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. sections 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. Part 90, and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. sections 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C.

section 4151 et seq., and Federal transit law at 49 U.S.C. section 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

(1) Policy: It is the policy of the Department of Transportation that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or part with Federal funds under this agreement. Consequently, the DBE requirements of 49 C.F.R. Part 26 applies to this agreement.

(2) DBE Obligation: The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 C.F.R. Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 C.F.R. Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts."

(3) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. The agency's overall goal for DBE participation is 13%. A separate contract goal has not been established for this procurement.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any City of Fresno request, which would cause the City of Fresno to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. Part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in

this federally funded contract and are not presently declared by any Federal department or agency to be:

- a) Debarred from participation in any federally assisted Award;
- b) Suspended from participation in any federally assisted Award;
- c) Proposed for debarment from participation in any federally assisted Award;
- d) Declared ineligible to participate in any federally assisted Award;
- e) Voluntarily excluded from participation in any federally assisted Award; or
- f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

RESOLUTION OF DISPUTES, BREACHES, OR OTHER LITIGATION

(1) The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties, shall be governed by the laws of the State of California. In the event of litigation between the two parties, proper venue shall be laid in a court of competent jurisdiction in the County of Fresno, State of California.

(2) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of (Recipient)'s Maintenance Manager. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Maintenance Manager. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Maintenance Manager shall be binding upon the contractor and the Contractor shall abide by the decision.

(3) Pending final resolution of a dispute in hereunder, the Contractor shall proceed diligently with the performance of this Agreement and in accordance with the City's decision.

LOBBYING

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of

Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

The certificate titled *Non Lobbying Certification* must be completed and returned with your bid. This certificate is located behind the bid form page 19.

CLEAN AIR

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. sections 7401 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CLEAN WATER

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. sections 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

(1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

(2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo,

Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

(3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

(1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

(2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

(3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

(4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers
International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.
<i>Stated</i> <i>Reason(s):</i> _____ _____ _____

(5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

ENERGY CONSERVATION

(1) The contractor agrees to comply with mandatory standards and policies relating to energy

efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

RECYCLED PRODUCTS

(1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. section 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. Part 247.

ADA ACCESS

(1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. section 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. sections 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. sections 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

(1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or City.

(2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

(1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the City of Fresno. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all City of Fresno Procurement administrative procedures and remedies before pursuing a protest with the FTA.

(1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the City of Fresno. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) calendar days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest

within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

(2) A protest shall include:

(a) The name, address, and telephone number, including FAX number if available, of the protestor;

(b) The signature of the protestor or authorized representative;

(c) Identification of the contract/solicitation;

(d) A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

(e) The form of relief requested.

(3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

(4) The City will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the City or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

(5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

(6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the City, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

(7) The City may proceed with procurement when a protest is pending if the City determines that:

(a) The items to be procured are urgently required;

(b) Delivery or performance will be unduly delayed by failure to make the award promptly; or

(c) Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

(8) FTA will only entertain a protest that alleges:

(a) The City failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or

(b) Violations of Federal law or regulation.

(9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the City's protest procedure. In instances where the protestor alleges that the City failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

- (a) Include the name and address of the protestor.
- (b) Identify the grantee, project number, and the number of the contract solicitation.
- (c)
- (d) Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

INTELLIGENT TRANSPORTATINS SYSTEMS (ITS)

The Contractor agrees to conform to the National Intelligent Transportation Systems Architecture requirements of 23 U.S.C. section 517(d), unless it obtains an exemption from those requirements, and to follow FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455, January 8, 2001, and all other applicable federal guidance.

NONLOBBYING CERTIFICATION

Contractor shall complete and return with the Contract Documents the form on page 18, *Non lobbying Certification*. See Section 2 of Division III, Federal Requirements, of these Specifications.

As part of the federal requirements, Contractor shall also include the form in its subcontract documents, and comply with 40 C.F.R. Part 34, 49 C.F.R. Part 19, and 49 C.F.R. Part 20.

Certifications forms submitted by subcontractors who are awarded a construction subcontract shall be provided to City and retained for audit purposes.

NONLOBBYING CERTIFICATION

LOBBY RESTRICTIONS

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$150,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. §§ 1601, et seq.)]

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. section 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$150,000 for each such failure.

[Note: Pursuant to 31 U.S.C. section 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than

\$10,000 and not more than \$150,000 for each such expenditure or failure.]

The Contractor, AMS.NET, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. sections 3801, et seq., apply to this certification and disclosure, if any.

Diana Monaghan Signature of Contractor's Authorized Official

Diana Monaghan, Vice President Name and Title of Contractor's Authorized Official

10/28/2020 Date

502 Commerce Way Firm Address/ Phone Number/ Email Address

Livermore, CA 94551

925-245-6100 dmonaghan@ams.net

CONTRACTOR'S NAME: AMS.NET, Inc.
(Submit with Contract Documents)

CONTRACTOR'S NAME: AMS.NET, Inc.
(Submit with Contract Documents)

NONDISCRIMINATION CLAUSE

1. During the performance of this contract, contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of sex, race, religion, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), marital status, age (over 40) or denial of family care leave. Contractors and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section §§ 12900 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900 (a-f), set forth in Chapter 5 of Division 4 of Title 2 or the California Administrative Code are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractor shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
2. This contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

THE UNDERSIGNED CERTIFIES THAT THE CONTRACTOR WILL COMPLY WITH THE ABOVE REQUIREMENTS.

CONTRACTOR OR
SUBCONTRACTOR NAME: AMS.NET, Inc.

CERTIFIED BY:

NAME: Diana Monaghan TITLE: Vice President

SIGNATURE:  DATE: 10/28/2020

Attachment G

FORMAL PRODUCT PURCHASE CONTRACT FOR FAX YARD WI-FI UPGRADE SPECIAL CONDITIONS

DELIVERY

No minimum value will be guaranteed for will call orders. Cancellation of backorders is not acceptable.

Except as otherwise expressly provided herein, delivery(ies) shall be made within thirty (30) calendar days from the respective City notification of release of goods against this Contract. The Contractor must fill orders in their entirety within sixty (60) calendar days or must receive written approval from the City for an extension of the delivery date. **Any goods deemed by the City to be defective, or any wrong parts shipped in error, must be replaced within twenty-one (21) calendar days of notification. The City must be notified forty-eight (48) hours in advance of delivery or shipment may be refused.**

Delivery of items is to be F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED, to:

City of Fresno
2223 "G" Street
FAX Maintenance - ATTN: Susan Rogers
Fresno, CA 93706

Delivery is to be made between the hours of 8:00 A.M. and 3:30 P.M. and during regular City of Fresno working days.

NON-DELIVERY

If the Contractor fails to meet delivery requirements, the City may, but is not obligated to, procure the goods from another source and recover any loss occasioned thereby (including, without limitation, any increase in cost and liquidated damages for Contractor's delay up to date of delivery and acceptance by City of goods from another source), from any unpaid balance due the Contractor or through reduction of future invoices. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City. The price paid by the City shall be considered the prevailing market price at the time purchase is made. City will notify Contractor of any decision to procure the goods from another source. Such notification may be by telephone, electronic mail, or facsimile to Contractor or Contractor's authorized representative.

LIQUIDATED DAMAGES

Time of delivery is of the essence, and the City and Contractor, by executing the Contract, each agree that actual damages to the City, and actual damages for the inconvenience and loss which will flow to the inhabitants of the City, from any delay in delivery beyond the date or dates provided herein, or portions thereof, are extremely difficult or impossible to determine, and, accordingly, it is agreed that the Contractor shall be liable for and shall pay to the City, as fixed, agreed, and liquidated damages, and not as a penalty the sum \$100 per day for each calendar day of delay in delivery of item(s) from the maximum delivery date as specified herein or in any written extension of time granted by the City. Such payment due the City will be deducted by the City from any payments due to the Contractor for item(s) delivered. Otherwise, Contractor will reimburse City within 30 days of receipt of invoice from the City.

PAYMENT

The Contractor shall be eligible for progress payments upon delivery and acceptance of any number of items.

The Contractor must invoice the correct department in the City of Fresno, Department of Transportation – Fresno Area Express Maintenance, in order to initiate the payment process. Invoices shall be supplied in duplicate and conspicuously displayed with the City of Fresno Purchase Order Number and shall be sent to:

City of Fresno
2223 “G” Street
FAX Maintenance - ATTN: Susan Rogers
Fresno, CA 93706

Attachment H
FORMAL PRODUCT PURCHASE CONTRACT FOR
FAX YARD WI-FI UPGRADE
TECHNICAL SPECIFICATIONS

GENERAL

- (a) It is the purpose and intent of these Specifications to describe the minimum requirements for FAX Wireless - 92130 Project, to be used by the Transportation Department within the City of Fresno.
- (b) All items not specifically mentioned which are required for a complete unit shall be included in the unit bid price.
- (c) All equipment and accessories to be furnished must be new and in current production. All products shall conform in design, strength, quality of material and workmanship to current industry standards.
- (d) A copy of the manufacturer's descriptive literature and specifications or website, including a copy of the manufacturer's standard warranty should be provided.
- (e) All equipment and accessories shall comply with regulations of the Federal Occupational Safety and Health Administration (OSHA) and the California Occupational Safety and Health Administration (Cal/OSHA), whichever is more restrictive.
- (f) Installation is not included in this procurement.
- (g) Technical support shall be provided for all products defined in this technical bid specification at no additional cost for the life of the product.

<u>Line Item</u>	<u>QTY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1	2	C9800-40-K9 Cisco Catalyst 9800-40 Wireless Controller	\$18,000.00	\$36,000.00
2	2	CON-SNT-C98004KA - (36 months) SNTC-8X5XNBD Cisco Catalyst 9800-40 Wireless Controller	\$12,480.00	\$24,960.00
3	166	DNA-P-PROMO-3Y CISCO PROMO DNA Premier Term Wireless 3-Years	\$325.50	\$54,033.00
4	166	D-CISCODNAS-ACT-3Y Cisco DNA Spaces ACT for Cisco DNA - 3Year	\$209.25	\$34,735.50
5	166	AIR-DNA-P2-3Y CISCO DNA Premier Subscription Add 3Y SWATCH	\$58.12	\$9,647.92
6	10	C9120AXI-B Cisco Catalyst 9120AX Series	\$762.75	\$7,627.50
7	10	CON-SNT-C9120BIX SNTC-8X5XNBD Cisco Catalyst 9120AX Series (36-months)	\$163.20	\$1,632.00
8	10	AIR-DNA-P-3Y	\$418.50	\$4,185.00

CISCO DNA Premier Term Wireless 3 Years				
9	10	D-CISCODNAS-ACT-3Y Cisco DNA Spaces ACT for Cisco DNA - 3Year	<u>\$209.25</u>	<u>\$2,092.50</u>
10	10	AIR-DNA-P2-3Y CISCO DNA Premier Subscription Add 3-Year SWATCH	<u>\$58.12</u>	<u>\$581.20</u>
11	10	IW3702-4E-B-K9 Industrial Wireless AP 3702, 4 RF ports on top, B reg domain	<u>\$1,566.90</u>	<u>\$15,669.00</u>
12	10	CON-SNT-IW3702EB SNTC-8X5XNBD Industrial Wireless (36-months)	<u>\$599.04</u>	<u>\$5,990.40</u>
13	40	AIR-ANT2547V-N 2.4 GHz 4dBi/5 GHz 7dBi Dual Band Omni Antenna, N connector	<u>\$148.05</u>	<u>\$5,922.00</u>
14	10	AIR-ACCPMK3700 IW3700 Series Pole-Mount Kit	<u>\$89.55</u>	<u>\$895.50</u>
15	4	AIR-AP1542I-B-K9 802.11ac W2 Value Outdoor AP, Internal Ant, B Reg Dom.	<u>\$479.70</u>	<u>\$1,918.80</u>
16	4	CON-SNT-AIRAP154 - (36 months) SNTC-8X5XNBD 802.11ac W2 Value Outdoor AP, Internal A	<u>\$102.84</u>	<u>\$411.36</u>
17	4	AIR-ACC1530-PMK1 Standard Pole/Wall Mount Kit for AP1530/1560 Series	<u>\$49.05</u>	<u>\$196.20</u>
18	2	IE-5000-12S12P-10G IE5000 with 12GE Copper PoE+, 12FE/GE SFP & 4 1G/10G SFP up	<u>\$11,345.40</u>	<u>\$22,690.80</u>
19	2	CON-SNT-IES12P50 - (36 months) SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1	<u>\$5,062.46</u>	<u>\$10,124.92</u>
20	4	PWR-RGD-AC-DC-250 Higher PoE, 250W PSU for IE4010/5000, 100-240VAC/100-250VDC	<u>\$630.00</u>	<u>\$2,520.00</u>
21	2	IE5000-DNA-A-H-3Y IE 5000 DNA Advantage, 3 Year Term license	<u>\$883.50</u>	<u>\$1,767.00</u>
22	5	AIR-PWRINJ-60RGD1= Power Injector, 60W, outdoor, North America plug	<u>\$391.05</u>	<u>\$1,955.25</u>
23	4	SFP-10G-LR-S= 10GBASE-LR SFP Module, Enterprise-Class	<u>\$935.55</u>	<u>\$3,742.20</u>
24	4	SFP-H10GB-CU3M= 10GBASE-CU SFP+ Cable 3 Meter	<u>\$49.50</u>	<u>\$198.00</u>
25	10	AMS-MS-FLEX-PRE-20 \$4,600 Block of Premium Flex Support Hours - 20 Hours - ISE and Stealthwatch configuration and deployment Wireless Controllers configuration and installation (HA) Migration of 162 Access Points to the new controllers.	<u>\$4,600.00</u>	<u>\$46,000.00</u>
27	24	AMS-NI-WIRELESS-LAP-CISCO -	<u>\$115.00</u>	<u>\$2,760.00</u>

		Labor: Cisco Access Point Installation. Cabling and mounting not included (Cabling quote required for these services.)		
28	20	AMS-NI-AP-MOUNT Networking Labor: Access Point Mounting	\$50.00	\$1,000.00
29	2	AMS-NI-LAN-CISCO-EDGE-STACKABLE Labor: Cisco Edge Switch Installation - Stackable	\$500.00	\$1,000.00
30	40	AMS-NI-PM-FOC Labor: Project Manager	\$170.00	\$6,800.00
31	3	CPP24WBLY Panduit 24 port Snap In Patch Panel	\$25.74	\$77.22
32	14	CJ6X88TGBU Panduit CAT6 TX6 10GIG ELECTRIC BLUE Panduit Mini-Comm Data Jacks - Termination Devices	\$16.59	\$232.26
33	24	FP6X88MTG Field Term Plug	\$16.45	\$394.80
34	14	86B6ASL-3-6 CAT6A SLIM LINE W/BOOT 3 FT BLUE	\$2.93	\$41.02
35	4	PUR6ASD04BU-CG Category 6A Riser Copper Cable, TX6A-SD 10Gig UTP With MaTriX Technology	\$348.92	\$1,395.68
36	500	AMS-CP-HARDWARE-MISC 002E51-31131-24 Zipcord Tight-Buffered Cable, Riser 2 F, 2.8 mm diameter, Single-mode (OS2)	\$0.21	\$105.00
37	25	PN10L08 Wiremold PN10 Surface Raceway Fog White 8'	\$25.17	\$629.25
38	20	PN10F11FW Wiremold PN10 Flat 90 Fog White	\$1.84	\$36.80
39	6	PSB1 Single Gang Junction Box Fog White	\$6.85	\$41.10
40	20	PN10F18FW Wiremold PN10 External Elbow Fog White	\$1.84	\$36.80
41	20	PN10F17FW Wiremold PN10 Internal Elbow Fog White	\$1.84	\$36.80
42	2	V242410-L-O 24"x24"x10" Enclosure With Aluminum Backplate	\$753.61	\$1,507.22
43	50	65797 1" EMT 10' Pipe (Per 10ft Pricing)	\$13.18	\$659.00
44	14	641063	\$3.04	\$42.56

1" EMT Connector 20				
45	50	641070 1" EMT Coupler	<u>\$2.98</u>	<u>\$149.00</u>
46	20	65814 1" Plastic Insulating Bushing, Threaded	<u>\$0.83</u>	<u>\$16.60</u>
47	4	157274 Strut - 5/8" (10' length)	<u>\$18.49</u>	<u>\$73.96</u>
48	10	334865 Arlington LPCG50 Cord Connector, Low Profile, 1/2", Non-Metallic	<u>\$2.34</u>	<u>\$23.40</u>
49	100	158453 1" Universal Strut Strap	<u>\$1.28</u>	<u>\$128.00</u>
50	2	AMS-CP-HARDWARE Cabling: Mounting Hardware	<u>\$100.00</u>	<u>\$200.00</u>
51	1	TZES151 1IN BLACK CLR INDUSTR TAPE	<u>\$31.66</u>	<u>\$31.66</u>
52	1	TZES221 3/8 BLACK ON WHITE EXTRA STRENGTH	<u>\$21.32</u>	<u>\$21.32</u>
53	1	JETLINE 6500' PULL STRING	<u>\$40.04</u>	<u>\$40.04</u>
54	100	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	<u>\$3.47</u>	<u>\$347.00</u>
55	1	AMS-CP-CONSUMABLES Cabling Consumables:	<u>\$50.00</u>	<u>\$50.00</u>
56	1	AMS-CP-HARDWARE Cabling: Mounting Hardware	<u>\$100.00</u>	<u>\$100.00</u>
57	1	AMS-CP-HARDWARE-MISC 26 FT, 32 IN Wide, Electric, MAN LIFT	<u>\$1,051.14</u>	<u>\$1,051.14</u>
58	1	AMS-FREIGHT Freight and Handling	<u>\$60.00</u>	<u>\$60.00</u>
59	80	AMS-CI-CT-PW - Labor install (1) new CAT6A cable to (9) indoor AP locations and (10) outdoor locations	<u>\$125.00</u>	<u>\$10,000.00</u>
31	8	AMS-CI-FIBER-TERM Labor: Fiber Termination (Per Termination)	<u>\$30.00</u>	<u>\$240.00</u>
32	32	AMS-CI-CT-PW AMS.NET will install new conduit support the new cabling on Canopy A and Canopy B.	<u>\$125.00</u>	<u>\$4,000.00</u>
33	10	49990SL2 LC FAST CURE CONN W/ 3MM BOOT	<u>\$10.18</u>	<u>\$101.80</u>
34	4	AMS-CI-PM-FOC	<u>\$170.00</u>	<u>\$680.00</u>

Labor: Project Manager - Cabling

SALES TAX (7.975%) \$ 8,530.50

TOTAL NET AMOUNT: \$ 338,135.98

Total Net Amount is: Three Hundred Thirty-eight Thousand One Hundred and Thirty-five Dollars
and Ninety-eight Cents.

Attachment E

FORMAL PRODUCT PURCHASE CONTRACT FOR

FAX YARD WI-FI UPGRADE

SCOPE OF WORK



AMS.NET

Technology Solution Provider

Prepared for
City of Fresno
June 30, 2020

Prepared by
Nick Heryford

Sales Engineer
nheryford@ams.net

AMS.NET Project Approach

AMS.NET Project Methodology and Approach

AMS.NET's project approach is based on the Project Management Institute's PMBOK and its foundational standards. Your AMS.NET project team will collaborate with your technical team to:

- Identify project requirements
- Define project roles and expectations
- Proactively plan, document and coordinate project activities
- Execute the agreed upon deliverables in line with the scope of work
- Verify appropriate acceptance testing is performed and documented
- Provide relevant status updates via regular meetings and meeting minutes
- Deliver thorough final documentation of your equipment and its configuration (as applicable)

The project phases and activities listed below provide an outline for your implementation; these phases will be planned in greater detail by your project manager as a part of the design and planning phase. Adherence to the defined project plan will ensure timely completion.

Project Phases and Life Cycle				
Discovery & Preparation	Design & Planning	Implementation	Project Closeout	Support & Maintenance
Perform Kick-Off Meeting Identify Project Goals and Requirements Perform Physical and Logical Information Gathering Activities	Technical Planning and Design Approval Meetings Project Plan and Schedule Presentation Configuration of Equipment Pre-Installation Meeting Pre-Installation Acceptance Testing	Project Installation as Defined in Project Plan Post-Installation Acceptance Testing Enhanced* or Standard Post-Cutover Support System Administrator Training* End User Training *If purchased	Virtual Site Walk Punch List Completion Final Documentation Submission Project Completion Statement Sign Off *If purchased	30-Day Workmanship Warranty Flex and Premium Flex Contract Support* Managed Services* *If purchased

General Customer Responsibilities and Project Assumptions

Outlined below are general customer responsibilities and project assumptions to ensure the project runs smoothly and efficiently.

General Customer Responsibilities

Delivery of services and the project success is dependent on collaboration between project team members. Accurate and complete information from the customer project team will directly affect the success and quality of the project cycle. In addition to any activities identified in the Statement of Work, customer's responsibilities include:

- Customer will assign a primary contact that will be responsible for helping AMS.NET to identify information owners and will assist with obtaining timely responses to requests for data and information.
- Provide AMS.NET with necessary facilities access which may include building keys, passes, alarm codes and parking access.
- Customer will observe the agreed upon Communication Plan
- Customer will provide an adequate work space and Internet access while the AMS.NET team is onsite.
- If facilities are unavailable during the day, reasonable access to perform work after hours and on weekends must be provided. In all events a minimum 9 hours of access must be provided each day.
- If project scope includes additional vendors, customer must make introductions and access must be available to vendor primary contacts.
- An Equipment Delivery Letter for stored goods and materials must be signed and return at the start of the project.
- Customer is responsible for the removal and disposal of E-Waste, trash, etc.
- Customer must notify AMS.NET to any hazardous materials which may be present in the work area

UPS Environmental and Physical Logistics Customer Requirements

There are several areas which will need to be verified and addressed pre-installation including:

- **Rack Depth-**
UPS equipment rack depth requirements can vary so please be sure your current depths are adequate to accommodate purchased systems.
- **Rack Height Requirements-**
The height of a rack, and the height of equipment in it, is expressed in "rack units" (a rack unit is 1.75 inches, or 44.45mm). The actual height of a 42U rack is therefore $42 \times 1.75 = 73.5$ inches. A 2U UPS System would occupy two of the available 42 rack units. Be sure to make an accurate assessment of the amount of rack space you currently need and allow for future growth.

- **Can the rack/enclosure handle the weight of your equipment?**
Racks have a weight limit. Make sure that the capacity of the rack is greater than the total weight of the equipment being mounted.
- **Seismic Protection-**
Seismic enclosures have a rugged welded construction and are tested to Seismic Zone 4 standards, making them ideal for sites that are earthquake-prone.
- **Power Requirements-**
 - How much power does your equipment require?
 - What is the voltage of your power source and will it accommodate the new UPS system?
 - How many receptacles do you need and what type will accommodate the new UPS system?

Project Assumptions

With more than 25 years of expertise and a proven project methodology, we've outline project assumptions that allow AMS.NET to complete this engagement in an efficient and timely manner. The assumptions listed below set forth the expectations of the working relationship between City of Fresno and AMS.NET.

Project Assumptions include:

- In line with green practices and efficiency, AMS.NET project managers will conduct meetings via web conferencing tools and engineers will remote into networks when possible. Customer must provide VPN access to networks.
- Based on our experience, best practices and project scope, AMS.NET will determine and assign the proper engineering resources.
- A mutually agreed upon meeting cadence will be set to ensure that the expectations of the engagement are met.
- We rely on the accuracy of instructions, authorizations, approvals and other information provided by key stakeholders.
- City of Fresno project stakeholders will provide necessary documentation and support for any legacy system integrations required during the installation and implementation of the project. AMS.NET resources will do their best to gather as much of this information during the discovery phase in order to ensure successful legacy integration where possible.
- There will be an agreed upon time period after final documentation signoff and prior to installation when changes will not be accepted. Adequate time for programming and cutover preparation is needed to ensure the accuracy of project implementation.

Premium Flex Time Guidelines and Limitations

If City of Fresno was quoted Premium Flex Time plans, please see below for the applicable guidelines and limitations. Premium Flex Time hours are indicated by the prefix AMS-MS-FLEX-PRE on your Quotation and are quoted in pre-paid blocks of hours. Premium Flex Guidelines and Limitations include:



- Flex Time plans do not expire and are available until the hours and funds are fully utilized. New or additional purchases of Flex Time plans will be subjected to the new discount rates, guidelines and limitations.
- Flex Time Plans are for technical services and professional consultation only and cannot be used for materials.
- Flex Time Plans are required to be paid upfront before the service is performed. Flex Time Plans are a retainer-based engagement.
- Technical services hours are deducted as the technical service is performed. On-site technical support consists of travel time both ways and a minimum of one-hour on-site then deducted in 30-minute increments. Travel time is charged at \$115/hour. Remote technical support is deducted in 30-minute increments. Please note that any scheduled engagement cancellations not arising from AMS.NET will incur a 1-hour minimum charge as well as any travel time expended.
- Business hours are Monday through Friday 8am to 5pm excluding company reserved holidays. Pre-scheduled after-business hour technical support is available Monday through Friday and Saturday from 5pm to 12am and requires a 24x7 Flex Time plan. Emergency after hours support requires a 24x7 Flex Time plan.

Cisco Wireless Statement of Work Overview

AMS.NET, through its Professional Services (PS) division is pleased to provide the City of Fresno our Statement of Work (SOW) to assist in defining the solution design for City of Fresno - Fresno Area Express - Wireless - 92130. AMS.NET's project management team looks forward to working with the City of Fresno on this important engagement.

AMS.NET will conduct discovery sessions with City of Fresno subject matter experts (SMEs) to gather and review the current infrastructure and systems management strategy. Agendas will be determined in advance working with City of Fresno's project manager to minimize the disturbance to City of Fresno's SMEs.

This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it is made pursuant to the Project No. 92130, the terms of which are incorporated herein by reference, by and between City of Fresno ("Customer," "you," "your", "City of Fresno") and AMS.NET, ("AMS," "us," "we," "our"), or our affiliate, and sets forth the services to be performed by us related to City of Fresno - Fresno Area Express - Wireless - 92130 ("project").

This SOW, together with the quote, represents the complete baseline for scope, services, service deliverables and acceptance applicable to this project. Any terms not otherwise defined herein will assume the meanings set forth in the work order.

This SOW and the associated Work Order expire 3 months after the date they were delivered to the customer for signature, unless they have been formally extended in writing by AMS.NET.

Cisco Wireless Statement of Work

A Cisco Unified Wireless solution delivers leading Cisco technologies to connect people, data and things with more intelligence, security and efficiency. Providing a robust and stable wireless solution is essential in today's working and learning environment. AMS.NET will design your solution based on the following key areas of importance in the deployment and configuration of the Cisco Unified Wireless solution.

AMS.NET will work with the City of Fresno team to:

- **Design:** AMS.NET will review City of Fresno's existing network configuration and layout, along with their business goals and objectives. AMS.NET will discuss configuration options based on customer goals in alignment with current industry best practices and the equipment that has been purchased.
- **Plan/Prepare:** AMS.NET, along with the City of Fresno, will design the optimal configuration of the purchased equipment. Equipment will be prepared and staged accordingly and readied for deployment.
- **Deploy:** **AMS.NET will** deploy Access Points and Wireless LAN Controllers as per the design and planning steps. User Acceptance Testing will ensure business continuity and that goals and objectives are met.
- **Support:** AMS.NET stands behind its workmanship and will, with the support of hardware manufacturers, warranty the installation and configuration for a period of 30 days following the in-service date of such equipment. Any product replacement will be the responsibility of the hardware manufacturer.

Phases:

- Phase 1: design and configuration of new controllers
- Phase 2: Build out SSIDs for FAX and add new access points to controllers
- Phase 3: Build out ISE Profiles for FAX SSIDs
- Phase 4: Migrate Access points to new controllers
- Phase 5: Build out ISE Profiles for other SSIDs

Design:

Review with City of Fresno relevant technical documentation, including high level design, network topology diagrams, network device configurations, software releases, floor maps, provisioning policies, Bills of Materials, and any relevant documents, as required.

Cisco Wireless Implementation

Provide City of Fresno with implementation activities, either on site or remote, which may include:

- Verify all hardware/software versions and upgrade, as appropriate.
- Configure hardware and software.
- Design and implement ISE Profiles for SSIDs on the current controllers and implement them on the new controllers.
- Deploy and configure Cisco Wireless Controller to support centralized management of Cisco Wireless Access Points
- Update the deliverable document to include implemented components, devices and applications to reflect the final “as-built” design
- Obtaining sign-off signature from City of Fresno on completion of the WLAN Implementation Test Plan testing (UAT)

Cisco Wireless Controller Configuration

AMS.NET certified engineers in collaboration with City of Fresno will configure the Cisco Wireless Controller based on industry leading practices and City of Fresno requirements.

This includes configuration of:

- Management Interface
- WLAN Interfaces
- Controller Access Security
- Copy SSID/Wireless from current controllers
- Integration into existing ISE system and building security profiles for the SSIDs
- WLAN Grouping (including FlexConnect groups)
- High Availability

- Apply DNS Licensing to the controllers for the access points

All configurations will be backed up and documentation provided to the City of Fresno along with final product documentation. Knowledge transfer will be provided on access of the system.

Cisco Wireless Access Points

AMS.NET will perform the following configurations per access point in accordance with the City of Fresno requirements.

- **Network** - AMS.NET will configure the switch port to enable Cisco Access Point to access the appropriate VLAN to provide DHCP and Wireless Controller Access.
- **Cisco Wireless Controller** - AMS.NET will ensure proper registration of the wireless access points to the Cisco Wireless Controller. AMS.NET will rename the Access Point from the default name to a friendly name based on the City of Fresno naming scheme and AP locations. AP settings will be configured to provide the optimal results. Clean Air functionality will be configured to monitor RF environment should the access point support it.

Support and Knowledge Transfer:

- Update the As-built Document based on specific attributes of the system installation and configuration.
- Review As-built Document with City of Fresno and provide the final version.
- Create the Universal Acceptance Test Plan (UAT) document for the services
- Review UAT document with City of Fresno and provide a final version.
- Execute acceptance testing and document the test results in the UAT.

All configurations will be backed up and documentation provided to the customer along with final product documentation. Knowledge transfer will be provided on the access system.

Cisco Wireless Stealthwatch deployment

- Conduct a meeting to design security needs and goals for the wireless networks to integrate into Stealthwatch
- Configuration wireless controllers to work with current stealthwatch instance
- Conduct Knowledge transfer to key personal
- Review As-Built documentation with City of Fresno Personal

Cisco Wireless ISE deployment

- Meet with Key City of Fresno Staff to determine the Security needs for the Wireless network
- Design an ISE instances for the Wireless Network
- Design ISE requirements for each SSID that will be on the new wireless controllers

- Configure ISE design for current Wireless SSIDS
- Test up to 5 devices per SSID and verify that ISE policies are working according to the expected outcomes
- Knowledge transfer of the design and implementation of Wireless ISE deployment to key personal\
- Review As-Built documentation with City of Fresno Personal

Post Deployment Review

During the project kickoff City of Fresno and AMS.NET will identify a post deployment review date.

On this date, AMS.NET engineers will reevaluate the configurations of all components to ensure that the City of Fresno is achieving the optimal results. If any issues are identified AMS.NET will prepare a remediation plan and present to the City of Fresno.

AMS.NET will adjust the configuration of devices as required in this remediation plan to address all issues. This will serve as the final acceptance by the City of Fresno of proper system operation.

Exclusions

- Physical Cabling - In the event any issues are identified with the physical cabling plant the City of Fresno will be responsible for rectifying all issues before project completion.
- SNMP – City of Fresno will be responsible for configuration of SNMP on any devices not included in this scope of work.
- Implementation or design of Wireless Intrusion Prevention (wIPS)
- Implementation or design of Context Aware Location including calibration
- Formal training for staff (outside of informal knowledge transfer)
- Routing and Switching and other network or security changes are excluded from the scope
- VLAN Infrastructure and subnet changes to support wireless.
- Any integration with any 3rd party systems is out of scope
- VMWare infrastructure design and implementation is not part of the scope
- Netflow design is not part of the scope
- NAM Design and Implementation is not in scope

- Optimization of RF Profiles
- Site Surveys

Cisco Network Statement of Work

Design:

Review with City of Fresno relevant technical documentation, including high level design, network topology diagrams, network device configurations, software releases, floor maps, provisioning policies, Bills of Materials, and any relevant documents, as required.

Cisco Network Implementation

Provide City of Fresno with implementation activities, either on site or remote, which may include:

- Verify all hardware/software versions and upgrade, as appropriate.
- Configure hardware and software.
- Deploy and configure switches to support the wireless access points that will be connected to them
- Update the deliverable document to include implemented components, devices and applications to reflect the final “as-built” design
- Obtaining sign-off signature from City of Fresno on completion of the Switch Implementation Test Plan testing (UAT)

Cisco Switch Configuration

AMS.NET certified engineers in collaboration with City of Fresno will configure the Cisco switch based on industry leading practices and City of Fresno requirements.

This includes configuration of:

- Management Interface
- Vlan Interfaces
- Integration into DNA

Fresno ITS will provide the following

- Power for the switches that will be deployed
- Fiber handoff to the Switches



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

Customer Price Quote

Customer

City of Fresno
 2600 Fresno St Rm 1059
 Fresno CA, 93721-3620 US
 ATTN: Susan Rogers

Ship To

City of Fresno
 2600 Fresno St Rm 1059
 Fresno, CA 93721-3620
 ATTN: Susan Rogers

Quote Description

Fresno Area Express - Wireless Solution - V2 (3 Years)

Merced FOCUS 2015109

Quote #	#Q-00046630
Project #	92130
Modified	7/22/2020
Account Mgr.	Greg Jaramishian
AM Phone	(925) 245-6132
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	10/18/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
9800 WLC - HA - 3 Years					
1	C9800-40-K9 Cisco Catalyst 9800-40 Wireless Controller	Cisco Systems Inc.	2.00	\$18,000.00	\$36,000.00
2	CON-SNT-C98004KA SNTC-8X5XNBD Cisco Catalyst 9800-40 Wireless Controller 36 Months	Cisco Systems Inc.	2.00	\$12,480.00	\$24,960.00
3	SC980040K9-1612 UNIVERSAL	Cisco Systems Inc.	2.00	\$0.00	\$0.00
4	C9800-PWR-BLANK Cisco 9800 Wireless Controller PS Blank	Cisco Systems Inc.	2.00	\$0.00	\$0.00
5	C9800-AC-750W-R Cisco Catalyst 9800-40 750W AC Power Supply, Reverse Air	Cisco Systems Inc.	2.00	\$0.00	\$0.00
6	CAB-L620P-C13-US Power Cord, 250VAC, 15A, NEMA L6-20 to C13, US	Cisco Systems Inc.	2.00	\$0.00	\$0.00
7	AIR-DNA-P-PROMO Aironet CISCO PROMO DNA Premier Term Wireless	Cisco Systems Inc.	166.00	\$0.00	\$0.00

8	DNA-P-PROMO-3Y CISCO PROMO DNA Premier Term Wireless 3Y	Cisco Systems Inc.	166.00	\$325.50	\$54,033.00
9	D-CISCODNAS-ACT-T Cisco DNA Spaces Act Term License for Cisco DNA	Cisco Systems Inc.	166.00	\$0.00	\$0.00
10	D-CISCODNAS-ACT-3Y Cisco DNA Spaces ACT for Cisco DNA - 3Year	Cisco Systems Inc.	166.00	\$209.25	\$34,735.50
11	AIR-DNA-A-T Aironet AP License Term Licenses	Cisco Systems Inc.	166.00	\$0.00	\$0.00
12	AIR-DNA-A-T-3Y Aironet DNA Advantage 3 Year Term License	Cisco Systems Inc.	166.00	\$0.00	\$0.00
13	WLC-AP-T Aironet AP License Term Licenses	Cisco Systems Inc.	166.00	\$0.00	\$0.00
14	WLC-AP-T-3Y Aironet AP License 3 Year Term License	Cisco Systems Inc.	166.00	\$0.00	\$0.00
15	PI-LFAS-AP-T Prime AP Term Licenses	Cisco Systems Inc.	166.00	\$0.00	\$0.00
16	PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	Cisco Systems Inc.	166.00	\$0.00	\$0.00
17	ISE-BASE-T ISE BASE Term License	Cisco Systems Inc.	4150.00	\$0.00	\$0.00
18	ISE-BASE-TRK-3Y ISE BASE Tracker Term 3Y	Cisco Systems Inc.	4150.00	\$0.00	\$0.00
19	ISE-PLS-T ISE PLS Term License	Cisco Systems Inc.	4150.00	\$0.00	\$0.00
20	ISE-PLS-TRK-3Y ISE PLS Tracker Term 3Y	Cisco Systems Inc.	4150.00	\$0.00	\$0.00
21	AIR-DNA-NWSTACK-A AIR CISCO DNA Perpetual Network Stack	Cisco Systems Inc.	2.00	\$0.00	\$0.00
22	AIR-DNA-P22 CISCO DNA Premier Add-On Term, Stealthwatch	Cisco Systems Inc.	166.00	\$0.00	\$0.00
23	AIR-DNA-P2-3Y CISCO DNA Premier Subscription Add 3Y SWATCH	Cisco Systems Inc.	166.00	\$58.12	\$9,647.92
24	SWATCH-T StealthWatch 1 FPS Term License	Cisco Systems Inc.	830.00	\$0.00	\$0.00
25	SWATCH-TRK-3Y ISE BASE Tracker Term 3Y	Cisco Systems Inc.	830.00	\$0.00	\$0.00

C9120AXI APs - 3 Years

26	C9120AXI-B Cisco Catalyst 9120AX Series	Cisco Systems Inc.	10.00	\$762.75	\$7,627.50
27	CON-SNT-C9120BIX SNTC-8X5XNBD Cisco Catalyst 9120AX Series 36 Months	Cisco Systems Inc.	10.00	\$163.20	\$1,632.00
28	NETWORK-PNP-LIC Network Plug-n-Play Connect for zero-touch device deployment	Cisco Systems Inc.	10.00	\$0.00	\$0.00
29	AIR-AP-T-RAIL-R Ceiling Grid Clip for Aironet APs - Recessed Mount (Default)	Cisco Systems Inc.	10.00	\$0.00	\$0.00
30	AIR-AP-BRACKET-1 802.11 AP Low Profile Mounting Bracket (Default)	Cisco Systems Inc.	10.00	\$0.00	\$0.00
31	SW9120AX-CAPWAP-K9 Capwap software for Catalyst 9120AX	Cisco Systems Inc.	10.00	\$0.00	\$0.00
32	CDNA-P-C9120 Aironet AP License Term Licenses For Tracking	Cisco Systems Inc.	10.00	\$0.00	\$0.00
33	DNA-P-5Y-C9120 C9120AX CISCO DNA Advantage 5 Yr Term Licenses For Tracking	Cisco Systems Inc.	10.00	\$0.00	\$0.00
34	AIR-DNA-P CISCO DNA Premier Term Wireless	Cisco Systems Inc.	10.00	\$0.00	\$0.00
35	AIR-DNA-P-3Y CISCO DNA Premier Term Wireless 3Y	Cisco Systems Inc.	10.00	\$418.50	\$4,185.00
36	AIR-DNA-A-T Aironet AP License Term Licenses	Cisco Systems Inc.	10.00	\$0.00	\$0.00
37	AIR-DNA-A-T-3Y Aironet DNA Advantage 3 Year Term License	Cisco Systems Inc.	10.00	\$0.00	\$0.00
38	WLC-AP-T Aironet AP License Term Licenses	Cisco Systems Inc.	10.00	\$0.00	\$0.00
39	WLC-AP-T-3Y Aironet AP License 3 Year Term License	Cisco Systems Inc.	10.00	\$0.00	\$0.00
40	PI-LFAS-AP-T Prime AP Term Licenses	Cisco Systems Inc.	10.00	\$0.00	\$0.00
41	PI-LFAS-AP-T-3Y PI Dev Lic for Lifecycle & Assurance Term 3Y	Cisco Systems Inc.	10.00	\$0.00	\$0.00
42	ISE-BASE-T ISE BASE Term License	Cisco Systems Inc.	250.00	\$0.00	\$0.00
43	ISE-BASE-TRK-3Y ISE BASE Tracker Term 3Y	Cisco Systems Inc.	250.00	\$0.00	\$0.00

44	ISE-PLS-T ISE PLS Term License	Cisco Systems Inc.	250.00	\$0.00	\$0.00
45	ISE-PLS-TRK-3Y ISE PLS Tracker Term 3Y	Cisco Systems Inc.	250.00	\$0.00	\$0.00
46	AIR-DNA-NWSTACK-A AIR CISCO DNA Perpetual Network Stack	Cisco Systems Inc.	10.00	\$0.00	\$0.00
47	D-CISCODNAS-ACT-T Cisco DNA Spaces Act Term License for Cisco DNA	Cisco Systems Inc.	10.00	\$0.00	\$0.00
48	D-CISCODNAS-ACT-3Y Cisco DNA Spaces ACT for Cisco DNA - 3Year	Cisco Systems Inc.	10.00	\$209.25	\$2,092.50
49	AIR-DNA-P22 CISCO DNA Premier Add-On Term, Stealthwatch	Cisco Systems Inc.	10.00	\$0.00	\$0.00
50	AIR-DNA-P2-3Y CISCO DNA Premier Subscription Add 3Y SWATCH	Cisco Systems Inc.	10.00	\$58.12	\$581.20
51	SWATCH-T StealthWatch 1 FPS Term License	Cisco Systems Inc.	50.00	\$0.00	\$0.00
52	SWATCH-TRK-3Y ISE BASE Tracker Term 3Y	Cisco Systems Inc.	50.00	\$0.00	\$0.00

3702 IW APs - 3 Years

53	IW3702-4E-B-K9 Industrial Wireless AP 3702, 4 RF ports on top, B reg domain	Cisco Systems Inc.	10.00	\$1,566.90	\$15,669.00
54	CON-SNT-IW3702EB SNTC-8X5XNBD Industrial Wireless 36 Months	Cisco Systems Inc.	10.00	\$599.04	\$5,990.40
55	S3G3K9W7-15303JF Cisco 3700 Series IOS WIRELESS LAN	Cisco Systems Inc.	10.00	\$0.00	\$0.00
56	IW3700-LOCAL IW3700 Unified Local Deployment; For Tracking Only	Cisco Systems Inc.	10.00	\$0.00	\$0.00
57	SWIW3702-RCOVRY-K9 IW3700 Series IOS Wireless LAN Recovery	Cisco Systems Inc.	10.00	\$0.00	\$0.00
58	AIR-ANT2547V-N 2.4 GHz 4dBi/5 GHz 7dBi Dual Band Omni Antenna, N connector	Cisco Systems Inc.	40.00	\$148.05	\$5,922.00
59	AIR-ACCPMK3700 IW3700 Series Pole-Mount Kit	Cisco Systems Inc.	10.00	\$89.55	\$895.50

1542 APs - 3 Years

60	AIR-AP1542I-B-K9 802.11ac W2 Value Outdoor AP, Internal Ant, B Reg Dom.	Cisco Systems Inc.	4.00	\$479.70	\$1,918.80
61	CON-SNT-AIRAP154 SNTC-8X5XNBD 802.11ac W2 Value Outdoor AP, Internal A 36 Months	Cisco Systems Inc.	4.00	\$102.84	\$411.36
62	SWAP1540-MESH-K9 Cisco 1540 Series Unified Mesh Mode Software	Cisco Systems Inc.	4.00	\$0.00	\$0.00
63	AIR-ACC1530-PMK1 Standard Pole/Wall Mount Kit for AP1530/1560 Series	Cisco Systems Inc.	4.00	\$49.05	\$196.20
64	AIR1540-DNA-OPTOUT CISCO DNA SUBSCRIPTION OPTOUT for AIR1540	Cisco Systems Inc.	4.00	\$0.00	\$0.00

IE5000-12 Port Switches - 3 Years

65	IE-5000-12S12P-10G IE5000 with 12GE Copper PoE+, 12FE/GE SFP & 4 1G/10G SFP up	Cisco Systems Inc.	2.00	\$11,345.40	\$22,690.80
66	CON-SNT-IES12P50 SNTC-8X5XNBD IE5000 12x1G SFP+12x10/100/1000 + 4 1G/1 36 Months	Cisco Systems Inc.	2.00	\$5,062.46	\$10,124.92
67	PWR-RGD-AC-DC-250 Higher PoE, 250W PSU for IE4010/5000, 100-240VAC/100-250VDC	Cisco Systems Inc.	4.00	\$630.00	\$2,520.00
68	SIE5UK9T-15206E Cisco IE5000 UNIVERSAL WITH WEB BASED DEV MGR	Cisco Systems Inc.	2.00	\$0.00	\$0.00
69	IOT-OTHER Not related to an IoT Solution; For tracking only.	Cisco Systems Inc.	2.00	\$0.00	\$0.00
70	NO-IOT-SOLUTION Not related to an IoT Solution; For tracking only.	Cisco Systems Inc.	2.00	\$0.00	\$0.00
71	IE5000-DNA-A-H DNA Advantage for IE 5000	Cisco Systems Inc.	2.00	\$0.00	\$0.00
72	IE5000-DNA-A-H-3Y IE 5000 DNA Advantage, 3 Year Term license	Cisco Systems Inc.	2.00	\$883.50	\$1,767.00

Optics, Cables and Injectors

73	AIR-PWRINJ-60RGD1= Power Injector, 60W, outdoor, North America plug	Cisco Systems Inc.	5.00	\$391.05	\$1,955.25
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74	SFP-10G-LR-S= 10GBASE-LR SFP Module, Enterprise-Class	Cisco Systems Inc.	4.00	\$935.55	\$3,742.20
75	SFP-H10GB-CU3M= 10GBASE-CU SFP+ Cable 3 Meter	Cisco Systems Inc.	4.00	\$49.50	\$198.00

Professional Services

76	AMS-MS-FLEX-PRE-20 \$4,600 Block of Premium Flex Support Hours - 20 Hours - ISE and Stealthwatch configuration and deployment - Wireless Controllers configuration and installation (HA) - Migration of 162 Access Points to the new controllers.	AMS.NET	10.00	\$4,600.00	\$46,000.00
77	AMS-NI-WIRELESS-LAP-CISCO Labor: Cisco Access Point Installation.Cabling and mounting not included. (Cabling quote required for these services.)	AMS.NET	24.00	\$115.00	\$2,760.00
78	AMS-NI-AP-MOUNT Networking Labor: Access Point Mounting	AMS.NET	20.00	\$50.00	\$1,000.00
79	AMS-NI-LAN-CISCO-EDGE-STACKABLE Labor: Cisco Edge Switch Installation - Stackable	AMS.NET	2.00	\$500.00	\$1,000.00
80	AMS-NI-PM-FOC Labor: Project Manager	AMS.NET	40.00	\$170.00	\$6,800.00

Order Summary

Subtotal	\$307,056.05
Adjustment	\$0.00
Estimated Taxes	\$7,922.02
Total	\$314,978.07

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.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

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

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

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

City of Fresno
 2600 Fresno St Rm 1059
 Fresno CA, 93721-3620 US
 ATTN:

Ship To

City of Fresno
 2600 Fresno St Rm 1059
 Fresno, CA 93721-3620
 ATTN:

Quote Description

Fresno Area Express Wireless Cabling

Quote #	#Q-00046114
Project #	92130
Modified	6/24/2020
Account Mgr.	Greg Jaramishian
AM Phone	(925) 245-6132
AM Email	gjaramishian@ams.net
Inside Account Mgr.	Dave Gilland
IAM Phone	(925) 245-6125
IAM Email	dgilland@ams.net
Quote Exp.	9/22/2020

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
COPPER MATERIAL					
1	CPP24WBLY Panduit 24 port Snap In Patch Panel	Panduit	3.00	\$25.74	\$77.22
2	CJ6X88TGBU Panduit CAT6 TX6 10GIG ELECTRIC BLUE Panduit Mini-Comm Data Jacks - Termination Devices	Panduit	14.00	\$16.59	\$232.26
3	FP6X88MTG Field Term Plug	Panduit	24.00	\$16.45	\$394.80
4	86B6ASL-3-6 CAT6A SLIM LINE W/BOOT 3 FT BLUE	Arrow Wire & Cable	14.00	\$2.93	\$41.02
5	PUR6ASD04BU-CG Category 6A Riser Copper Cable, TX6A-SD 10Gig UTP With MaTriX Technology	Panduit	4.00	\$348.92	\$1,395.68

FIBER MATERIAL					
6	AMS-CP-HARDWARE-MISC 002E51-31131-24 Zipcord Tight-Buffered Cable, Riser 2 F, 2.8 mm diameter, Single-mode (OS2)	Cabling	500.00	\$0.21	\$105.00

7	49990SL2 LC FAST CURE CONN W/ 3MM BOOT	Leviton Manufacturing Company, Inc.	10.00	\$10.18	\$101.80
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RACEWAY MATERIAL

8	PN10L08 Wiremold PN10 Surface Raceway Fog White 8'	Wiremold	25.00	\$25.17	\$629.25
9	PN10F11FW Wiremold PN10 Flat 90 Fog White	Wiremold	20.00	\$1.84	\$36.80
10	PSB1 Single Gang Junction Box Fog White	Wiremold	6.00	\$6.85	\$41.10
11	PN10F18FW Wiremold PN10 External Elbow Fog White	Wiremold	20.00	\$1.84	\$36.80
12	PN10F17FW Wiremold PN10 Internal Elbow Fog White	Wiremold	20.00	\$1.84	\$36.80

CONDUIT MATERIAL

13	V242410-L-O 24"x24"x10" Enclosure With Aluminum Backplate	Terrawave Solutions	2.00	\$753.61	\$1,507.22
14	65797 1" EMT 10' Pipe (Per 10ft Pricing)	Generic-Conduit	50.00	\$13.18	\$659.00
15	641063 1" EMT Connector 20	Arlington	14.00	\$3.04	\$42.56
16	641070 1" EMT Coupler	Arlington	50.00	\$2.98	\$149.00
17	65814 1" Plastic Insulating Bushing, Threaded	Generic-Conduit	20.00	\$0.83	\$16.60
18	157274 Strut - 5/8" (10' length)	Power-Strut	4.00	\$18.49	\$73.96
19	334865 Arlington LPCG50 Cord Connector, Low Profile, 1/2", Non-Metallic	Arlington	10.00	\$2.34	\$23.40
20	158453 1" Universal Strut Strap	Power-Strut	100.00	\$1.28	\$128.00
21	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	2.00	\$100.00	\$200.00

CABLING MATERIAL

22	TZES151 1IN BLACK CLR INDUSTR TAPE	Brother International	1.00	\$31.66	\$31.66
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23	TZES221 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$21.32	\$21.32
24	JETLINE 6500' PULL STRING	Jetline	1.00	\$40.04	\$40.04
25	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	100.00	\$3.47	\$347.00
26	AMS-CP-CONSUMABLES Cabling Consumables:	Cabling	1.00	\$50.00	\$50.00
27	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	1.00	\$100.00	\$100.00

LIFT RENTAL

28	AMS-CP-HARDWARE-MISC 26 FT, 32 IN Wide, Electric, MAN LIFT	Cabling	1.00	\$1,051.14	\$1,051.14
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SHIPPING

29	AMS-FREIGHT Freight and Handling	None	1.00	\$60.00	\$60.00
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LABOR

30	<p>AMS-CI-CT-PW AMS.NET will install (1) new CAT6A cable to (9) indoor AP locations and (10) outdoor locations as per customer request.</p> <p>1. Admin Building (3) indoor locations and (2) outdoor locations.</p> <p>2. Warehouse / Parts Building (4) existing indoor locations and (2) new indoor locations. (2) outdoor locations.</p> <p>3. Canopy A (3) outdoor locations. AMS.NET will install a new weather rated can to support switch and cabling. AMS.NET will extend the existing fiber cabling provided by the customer.</p> <p>4. Canopy A (2) outdoor locations. AMS.NET will install a new weather rated can to support switch and cabling. AMS.NET will extend the existing fiber cabling provided by the customer.</p> <p>please not customer will be responsible for terminating/splicing of the existing fiber. The customer will provide a terminated fiber at the handoff.</p>	AMS.NET	80.00	\$125.00	\$10,000.00
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	5. Carwash (1) outdoor location. AMS.NET will install the new CAT6A cabling to the existing indoor/outdoor locations via the existing cabling pathways. If the existing pathways are not usable there will be an additional cost to the customer.				
31	AMS-CI-FIBER-TERM Labor: Fiber Termination (Per Termination)	AMS.NET	8.00	\$30.00	\$240.00
32	AMS-CI-CT-PW AMS.NET will install new conduit support the new cabling on Canopy A and Canopy B.	AMS.NET	32.00	\$125.00	\$4,000.00
33	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	4.00	\$170.00	\$680.00

Order Summary

Subtotal	\$22,549.43
Adjustment	\$0.00
Estimated Taxes	\$608.48
Total	\$23,157.91

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) 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.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



AMS.NET, Inc.

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

access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

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: _____