



“OUR CHILDREN – OUR FUTURE”

***Ravenswood City School District***  
**ADMINISTRATIVE OFFICE**  
2120 Euclid Avenue, East Palo Alto, California 94303  
(650) 329-2800

*Board Members:*  
Mele K. Latu, President  
Tamara Sobomehin, Vice President  
Bronwyn Alexander, Clerk  
Ana Maria Pulido, Member  
Jenny Varghese Bloom, Member

Gina Sudaria  
*Superintendent*

**Date:** June 10, 2021

**To:** Honorable Board of Trustees

**From:** Ms. Gina Sudaria, Superintendent

**Re:** *Consideration to Approve Change Order #4 with AMS.net, Inc. for the Ravenswood IT Infrastructure Project Phase 5*

**SUMMARY:**

RCSD administration in conjunction with project manager Think Connected, Inc. request the following changes to the IT infrastructure work as shown below in order to allow completion of the Ravenswood IT Infrastructure Upgrade Project, Phase 5 at all school sites and the central office. The changes are to reconnect fiber cabling run to the Cesar Chavez Ravenswood Middle School main network closet, which will be demolished this summer, to the new main network closet which will support both CCRMS and future central office construction. In addition, AV equipment & TVs installed at CCRMS will be dismantled and packed into boxes to protect it during construction. This work has also been deemed CCRMS Project *Phase 0* because it is necessary preceding work in order to continue with all of the future construction plans at CCRMS.

Based on review and discussions, the recommendation is to award Change Order #4 to the contract for RFP #RCSD-P5CBL with AMS.net for a total amount of \$65,948.96.

Note this is not a request for additional funds, but a shift of the work in the current board-approved contract. That is, an equivalent amount of work and materials will not be installed in the current District Office buildings.

**RATIONALE:**

The Ravenswood IT Infrastructure Project Phase 5, RFP #RCSD-P5CBL is upgrading the IT cabling in all of the elementary schools and the District Office. Since the July 13, 2020 board meeting where the contract with AMS.net for Phase 5 was approved, the board has embarked on plans to potentially move the District Office to another site, and do construction at the Cesar Chavez Ravenswood Middle School (CCRMS). In order to prepare for long-term construction at the CCRMS site, provide continuing network connectivity for CCRMS during

construction, and not waste funds on buildings soon to be demolished, we propose the attached change order to the existing contract for #RCSD-P5CBL with AMS.net.

- RCSD-P5CBL – CO4 –Use the originally planned labor and materials at the current district office site to prepare the CCRMS site for construction by moving the existing network and AV hardware at CCRMS. This includes pulling back, rerouting, and terminating fiber to the new central network closet (MDF) enclosure. - \$65,948.96.
  - An equivalent amount of work and materials will not be installed in the current central office buildings.

**FINANCIAL IMPACT:**

No immediate financial impact, but this change will save construction costs for CCRMS and future District Office projects.

The total amount of this Change Order is \$65,948.96. The original 7/13/20 awarded cost of the Phase 5 Schools & District Office Structured Cabling Upgrades Project contract was \$1,239,462.30, and this remains the total cost of the #RCSD-P5CBL project, of which approximately \$284,443.28 is unspent. The project is funded by Measure H and S Bond Funds.

**STUDENT IMPACT:**

The results of this contract will positively impact all students and staff at Ravenswood schools.

**RECOMMENDATION:**

It is recommended that the Board of Trustees approve Change Order #4 to the contract with AMS.net, changing a total amount of \$65,948.96 of work.



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 2120 Euclid Avenue, East Palo Alto, California 94303  
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 Tamara Sobomehin, Vice President  
 Bronwyn Alexander, Clerk  
 Ana Maria Pulido, Member  
 Jenny Varghese Bloom, Member

Gina Sudaria  
*Superintendent*

**CHANGE ORDER REQUEST FORM**  
**Phase 5 School and District Office IT Infrastructure Upgrades Project**

**Date: June 4<sup>th</sup>, 2021**

In reference to the “Master Service Agreement” for the Phase 5 School and District Office IT Infrastructure Upgrades Project, and Project #RCSD-P5CBL in agreement between Ravenswood City School District and VENDOR. Please review the conditions of the below change request.

Instructions: Please fill out the below information and send to rcsd-phase5@ravenswoodschools.org.

Please write a summary of the changes requested: Phase 0 construction removal and reinstallation of network hardware as well as cabling for new MDF location.

Rationale for the request: The district has requested that we use the originally planned labor and materials at the district office campus to remove existing network and AV hardware at RMS. In addition we will be pulling back, rerouting, and terminating fiber to the new MDF enclosure on the quote.

Change request number: # 04

Impact of the change to the project schedule:

| SoW / Change Request         | Expected Date of Completion | New Date of Completion |
|------------------------------|-----------------------------|------------------------|
| Phase 5 DO to Phase 0 RMS CO | 8/1/2021                    | 8/1/2021               |
|                              |                             |                        |

Cost impact of the change:

| SoW / Change Request   | Product Costs | Service Cost | Total Costs |
|--|---------------|--------------|-------------|
| Phase 0 CABLING  | \$7538.73     | \$51,460.00  | \$58,328.96 |
| Phase 0 Construction<br>Remove and reinstall<br>the network<br>equipment | \$0.00        | \$7620.00    | \$7620.00   |
|  |               |              |             |

Attach or provide a detailed summary of the equipment (BOM) and a detailed description of the labor.



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

## Customer Price Quote

### Customer

Ravenswood City Elementary School District  
2160 Euclid Ave  
East Palo Alto CA, 94303-1703 US  
ATTN:

### Ship To

Ravenswood City Elementary School District  
2160 Euclid Ave  
East Palo Alto, CA 94303-1703  
ATTN:

### Quote Description

Phase 0 CABLING

| Quote #             | #Q-00054395      |
|---------------------|------------------|
| Project #           | 94533            |
| Modified            | 6/3/2021         |
| Account Mgr.        | Thomas Vasconi   |
| AM Phone            | (925) 245-6128   |
| AM Email            | tvasconi@ams.net |
| Inside Account Mgr. | Dave Gilland     |
| IAM Phone           | (925) 245-6125   |
| IAM Email           | dgilland@ams.net |
| Quote Exp.          | 8/30/2021        |

| Line               | Item Description                                   | Manufacturer       | Qty  | Unit Price | Extended Price |
|--------------------|--|--------------------|------|------------|----------------|
| ENCLOSURE MATERIAL |  |                    |      |            |                |
| 1                  | FRPW3448<br>FIRE RATED PLYWOOD 3/4" X 4' X 8       | Arrow Wire & Cable | 2.00 | \$114.40   | \$228.80       |
| 2                  | AGWB010<br>Damac Standard Grounding Bus Bar 10"x4" | Damac              | 1.00 | \$145.86   | \$145.86       |
| 3                  | ARGB019<br>Damac 19" Rack Mount Ground bar         | Damac              | 2.00 | \$62.92    | \$125.84       |
| 4                  | PLBWA12-3<br>Damac Wall Angle Support 12" Black    | Damac              | 2.00 | \$21.45    | \$42.90        |
| 5                  | PLR1210-3<br>Damac 12" Ladder Rack 10'             | Damac              | 2.00 | \$88.66    | \$177.32       |
| 6                  | ARRFCK-58<br>Damac Concrete Floor Rack Kit         | Damac              | 2.00 | \$35.75    | \$71.50        |
| 7                  | PLB12RS-3<br>DAMAC JUNCTION PLATE                  | Damac              | 2.00 | \$31.46    | \$62.92        |
| 8                  | PLAEC-3<br>Damac Black ladder Rack End Caps        | Damac              | 2.00 | \$5.72     | \$11.44        |

### FIBER MATERIAL



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|    |   |                         |         |          |            |
|----|---|-------------------------|---------|----------|------------|
| 9  | <b>8006671</b><br>COYOTE RUNT CLOSURE   | Preformed Line Products | 3.00    | \$200.54 | \$601.62   |
| 10 | <b>80806033</b><br>COYOTE RUNT TRAY   | Preformed Line Products | 3.00    | \$35.85  | \$107.55   |
| 11 | <b>PLCUS2123003</b><br>12 FIBER PIGTAIL SM 3MM ROUND OFNP W/18"<br>COLOR CODED BREAKOUT LC/UPC-BLUNT                          | Ilisintech              | 13.00   | \$38.75  | \$503.75   |
| 12 | <b>AP0061ANU.BK</b><br>GENERAL CABLE 6 FIBER 8.3/125 SM TB I/O OFNP<br>General Cable Fiber Cabling Boxed (Reel) Cable - Fiber | General Cable           | 4200.00 | \$0.31   | \$1,302.00 |
| 13 | <b>FSC24</b><br>Panduit Fiber Splice Chip (24 Fusion Splices)<br>Panduit fiber Patch Panel - Fiber                            | Panduit                 | 1.00    | \$8.13   | \$8.13     |
| 14 | <b>FOSMF</b><br>Pan Fiber Splice, OPTICOM, 24F, Tray & Holder   | Panduit                 | 13.00   | \$65.78  | \$855.14   |
| 15 | <b>2806031-01</b><br>FUSION SPLICE PROTECTIVE HEAT SHRINK SLEAVE<br>(50/PK)   | Siecor / Corning        | 3.00    | \$60.00  | \$180.00   |

#### CABLING MATERIAL

|    |   |                       |       |          |            |
|----|---|-----------------------|-------|----------|------------|
| 16 | <b>HLS-15R0</b><br>Velcro Hook and Loop Cable Loop Tie, 15' / Roll        | Panduit               | 1.00  | \$27.17  | \$27.17    |
| 17 | <b>TZES251</b><br>1 BLACK WHITE INDUSTRIAL TAPE                           | Brother International | 1.00  | \$31.66  | \$31.66    |
| 18 | <b>TZES221</b><br>3/8 BLACK ON WHITE EXTRA STRENGTH                       | Brother International | 1.00  | \$21.32  | \$21.32    |
| 19 | <b>JETLINE</b><br>6500' PULL STRING                                       | Jetline               | 1.00  | \$40.04  | \$40.04    |
| 20 | <b>TAPE</b><br>Electrical Tape, Black, 10 roll sleeve                     | Arrow Wire & Cable    | 1.00  | \$12.87  | \$12.87    |
| 21 | <b>31-388</b><br>IDEAL Pulling Lubercant 1 Quart<br>IDEAL Cabling Cabling | IDEAL                 | 1.00  | \$13.13  | \$13.13    |
| 22 | <b>AMS-CP-CONSUMABLES</b><br>Cabling Consumables:                         | Cabling               | 14.00 | \$50.00  | \$700.00   |
| 23 | <b>AMS-CP-HARDWARE</b><br>Cabling: Mounting Hardware                      | Cabling               | 14.00 | \$100.00 | \$1,400.00 |

#### SHIPPING



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 www.ams.net

|    |  |      |      |          |          |
|----|--|------|------|----------|----------|
| 24 | <b>AMS-FREIGHT</b><br>Freight and Handling | None | 1.00 | \$200.00 | \$200.00 |
|----|--|------|------|----------|----------|

## LABOR

|    |  |         |        |          |             |
|----|--|---------|--------|----------|-------------|
| 25 | <b>AMS-CI-CT-PW</b><br>3.1 New MDF Requirements<br>1. The current 4-post MDF cabinet and all devices within the cabinet will need to be moved to a new location labeled Library. See Figure 1 and Figure 2 below.<br>2. During this project room 64 will be remodeled and power will be provided for the MDF cabinet by another vendor.<br>a. The floor plan for the MDF room is indicated in Figure 3 Figure 3 (need diagram for room 64 MDF and IDF.)<br>b. The current MDF cabinet and all existing devices will need be moved into this room and reinstalled. See Figure 4 for current MDF rack elevation.<br>c. In order to minimize downtime, it is requested that a brand new four-post MDF cabinet be purchased and installed in this room.<br>i. Devices and equipment are to be moved from the existing MDF cabinet into this new cabinet.<br>1. Once all devices are moved to the new location, the existing four post cabinet will be moved as well. It will replace the existing IDF 60 wall mounted cabinet.<br>ii. The cabinet should have the following specs:<br>1. 42RU four post<br>2. Depth of the cabinet should be larger than 42.1 inches<br>3. Enclosed and lockable<br>5. Universal square hole mounting rails<br>3.2 IDF in Building D Rebuild<br>1. The IDF in Building D identified as IDF 60 will be removed from the wall. | AMS.NET | 64.00  | \$125.00 | \$8,000.00  |
| 26 | <b>AMS-CI-CT-PW</b><br>AMS.NET will test the existing (14) existing 6-Strand fiber prior to re-routing, splicing, and terminating and identify any issues with the existing fiber.   | AMS.NET | 28.00  | \$125.00 | \$3,500.00  |
| 27 | <b>AMS-CI-CT-PW</b><br>3. With the MDF cabinet move, all existing Fiber runs from the 14 IDF locations will need to be relocated and terminated to the new MDF location.<br>a. There will need to be a survey done to identify whether fiber runs from the following seven IDFs can be reused and re-terminated to the new MDF location.<br>i. IDF 60, 70, 80, 84, 85, 94, and 95.<br>b. If it is not possible to reuse and re-terminate these runs, there will need to be seven new fiber runs completed to service the IDF locations. If conduit space is  | AMS.NET | 160.00 | \$125.00 | \$20,000.00 |

Page 3 of 7



|    |   |         |        |          |             |
|----|---|---------|--------|----------|-------------|
|    | <p>available, it is preferred that the new runs be completed in a way where down time is minimized.</p> <p>i. All fiber cable should be:</p> <ol style="list-style-type: none"> <li>1. Minimum of Six strand fiber to each IDF</li> <li>2. Single mode fiber</li> <li>3. Terminated with LC connectors</li> </ol> <p>c. The following IDF locations will need new fiber runs to the new MDF location as the current length will not be long enough to reach the new location.</p> <p>i. IDF 40.</p> <p>ii. IDF 1, 2, 5, 10, 20, 30, will be spliced into on the canopy new 24x24 NEMA-4 STC as per customer request.</p> <p>iii. A trench and conduit pathway will be provided by a separate vendor indicated in Figure 2 between building F and building D. All fiber runs from the above indicated IDFs will need to use this pathway.</p> <p>i. All fiber should be home runs.</p> <p>e. Vendor will provide the final map of fiber cable pathways when work is completed.</p> <p>AMS.NET will install the new cabling via the existing Conduits, Raceway and or cabling pathways unless otherwise identified by the customer or called out on the customer provided drawings. If the EXISTING Conduits, Raceway and or cabling pathways there will be an additional cost to the customer.</p> |         |        |          |             |
| 28 | <p><b>AMS-CI-FIBER-TERM</b><br/>Labor: Fiber Termination (Per Termination)</p>  | AMS.NET | 120.00 | \$30.00  | \$3,600.00  |
| 29 | <p><b>AMS-CI-CT-PW</b><br/>b. The A/V and wireless equipment currently installed in the rooms of Building D and E will need to be removed and safely stored so that another vendor can reinstall to full functionality after the walls are resurfaced.</p> <p>i. There are 15 rooms with a complete A/V setup that will require the equipment and devices to be removed and reinstalled.</p> <p>1. A/V equipment consists of the following:</p> <ol style="list-style-type: none"> <li>a. 82" TV unit and wall mount</li> <li>b. Extron A/V system with 2x speakers, controller, and input panel.</li> <li>c. Extron Voice Lift Microphone</li> <li>d. AVer Document Camera</li> <li>e. Digital Clock/Speaker</li> <li>f. Microsoft WiDi unit.</li> <li>g. Cisco Wireless Access Point</li> </ol>   | AMS.NET | 120.00 | \$125.00 | \$15,000.00 |
| 30 | <p><b>AMS-CI-PM-FOC</b><br/>Labor: Project Manager - Cabling</p>  | AMS.NET | 8.00   | \$170.00 | \$1,360.00  |



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[www.ams.net](http://www.ams.net)

### Order Summary

|                 |                    |
|-----------------|--------------------|
| Subtotal        | \$58,328.98        |
| Adjustment      | \$0.00             |
| Estimated Taxes | \$889.77           |
| <b>Total</b>    | <b>\$58,998.73</b> |





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## 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](mailto: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/](http://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](http://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



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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/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_



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## Customer Price Quote

### Customer

Ravenswood City Elementary School District  
 2160 Euclid Ave  
 East Palo Alto CA, 94303-1703 US  
 ATTN: Solomon Hill

### Ship To

Ravenswood City Elementary School District  
 2160 Euclid Ave  
 East Palo Alto, CA 94303-1703  
 ATTN: Solomon Hill

### Quote Description

RMS - Phase 0 Construction Remove and reinstall the network equipment

| Quote #             | #Q-00053942      |
|---------------------|------------------|
| Project #           | 94533            |
| Modified            | 5/17/2021        |
| Account Mgr.        | Thomas Vasconi   |
| AM Phone            | (925) 245-6128   |
| AM Email            | tvasconi@ams.net |
| Inside Account Mgr. | John Beyer       |
| IAM Phone           | (925) 245-6136   |
| IAM Email           | jbeyer@ams.net   |
| Quote Exp.          | 8/10/2021        |

| Line              | Item Description   | Manufacturer | Qty  | Unit Price | Extended Price |
|-------------------|--|--------------|------|------------|----------------|
| 1                 | <b>AMS-NI-PM-FOC</b><br>Labor: Project Manager   | AMS.NET      | 4.00 | \$180.00   | \$720.00       |
| 2                 | <b>AMS-MS-FLEX-PRE-10</b><br>\$2,300 Block of Premium Flex Support Hours - 10 Hours - Additional | AMS.NET      | 1.00 | \$2,300.00 | \$2,300.00     |
| 3                 | <b>AMS-MS-FLEX-PRE-20</b><br>\$4,600 Block of Premium Flex Support Hours - 20 Hours              | AMS.NET      | 1.00 | \$4,600.00 | \$4,600.00     |
| <b>*Shipping*</b> |  |              |      |            |                |
| 4                 | <b>AMS-FREIGHT</b><br>Freight and Handling   | None         | 1.00 | \$0.00     | \$0.00         |

## Order Summary

|                 |                   |
|-----------------|-------------------|
| Subtotal        | \$7,620.00        |
| Adjustment      | \$0.00            |
| Estimated Taxes | \$0.00            |
| <b>Total</b>    | <b>\$7,620.00</b> |





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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.

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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](mailto: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/](http://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](http://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.**  
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[www.ams.net](http://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/](http://www.ams.net/services/procurement-and-financing/)

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Title: \_\_\_\_\_