

**CONTRACT NAME: AGREEMENT BETWEEN AMS.NET AND DAVIS JOINT
UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF PLAN: This agreement is a change order for the existing Wi-Fi installation project. The project is in the final phase of completion, installing Wi-Fi at Davis High School, Valley Oak campus, King High School, Maintenance and Operations and DSIS and the District Office. This order is for the additional wired data connections for classrooms on the Valley Oak campus.

FISCAL IMPACT: This cost is included in the Instructional Technology budget and not additional funds are requested.



AMS.NET
Technology Solution Provider

AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

Customer Price Quote

Customer

Davis Joint Unified School District
526 B St
Davis CA, 95616-3811 US
ATTN: Bob Kehr

Ship To

Warehouse
1919 5TH St

Davis, CA 95616-4017
ATTN: Bob Kehr

Quote Description

Davis JUSD - 84722 - RFI 01 - Valley Oak Cat 6 Cabling Rv1

Quote #	#Q-00027552
Project #	84722
Modified	6/18/2018
Account Mgr.	Jared Bayless
AM Phone	(925) 245-6186
AM Email	jbayless@ams.net
Inside Account Mgr.	Dave Gilland
IAM Phone	(925) 245-6125
IAM Email	dgilland@ams.net
Quote Exp.	9/15/2018

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
COPPER MATERIAL					
1	7133800 UTP 23/4PR CAT6 GS6 PVC Blue General Cable Copper Cabling Boxed (Reel) Cable - Copper	General Cable	6.00	\$168.57	\$1,011.42
2	NK688M1W NETKEY CAT6 JACK IW	Panduit	56.00	\$5.98	\$334.88
3	NK4FxxY Panduit Faceplate 4 Port Net Key Panduit NET-KEY Cabling	Panduit	14.00	\$1.35	\$18.90
4	86B6-3-6 CAT 6 PATCH CORD 3' W/BOOT BLUE	Arrow Wire & Cable	28.00	\$1.72	\$48.16
5	86B6-10-6 CAT 6 PATCH CORD 10' W/BOOT BLUE	Arrow Wire & Cable	28.00	\$3.43	\$96.04
6	NKMP24Y Panduit 24 Port Snap-In Patch Panel Net-Key Panduit NET-KEY Cabling	Panduit	1.00	\$43.87	\$43.87

RACEWAY MATERIAL



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7	DCF10IW-X Panduit LD10 Drop Ceiling / Entrance Fitting IW Panduit Surface Raceway Nonmetallic Raceway	Panduit	14.00	\$1.57	\$21.98
8	JB11WA 1-PIECE JUNCTION BOX	Panduit	14.00	\$5.85	\$81.90
9	LD101W10A RACEWAY P/FT	Panduit	14.00	\$2.07	\$28.98

CABLING MATERIAL

10	AMS-CP-CONSUMABLES Cabling Consumables: Tape,String, Labels, Lube	Cabling	1.00	\$50.00	\$50.00
11	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	2.00	\$100.00	\$200.00

SHIPPING

12	AMS-FREIGHT Freight and Handling	None	1.00	\$80.00	\$80.00
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LABOR

13	AMS-CI-CT-FOC AMS.NET will install (2) CAT6 Outlets to (2) locations in the (7) Classrooms identified by the customer. AMS.NET will install all new Outlets using the existing pathways as per customer request. If the existing pathways are not usable there will be an additional cost to the customer.	AMS.NET	35.00	\$100.00	\$3,500.00
14	AMS-CI-PM-FOC Labor: Project Manager	AMS.NET	2.00	\$150.00	\$300.00

Order Summary

Subtotal	\$5,816.13
Adjustment	\$0.00
Estimated Taxes	\$161.95
Total	\$5,978.08

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net. A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

AMS.NET Tax ID: 94-3291629

C7 License: 763508



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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: _____