



AGENDA

Board of Library Trustees | Altadena Library District
Altadena Library Community Room
600 E. Mariposa St
Altadena, CA 91001
March 14, 2023 – 5:00 p.m.

IMPORTANT NOTICE REGARDING MARCH 14, 2023 SPECIAL MEETING

SUBMISSION OF PUBLIC COMMENT: For those wishing to make Public Comments at the Mar Meeting, you may present your comments in-person during the meeting, or submit by email to be read aloud at the meeting. For emailed comments, if multiple comments are submitted, only the first comment will be read aloud during the meeting. Email and Electronic Comments submitted online will be accepted up to two (2) hours prior to the start of the meeting. Email comments can be submitted to hello@altadenalibrary.org with the subject line: “Public Comment”. Electronic Comments may also be submitted online at www.altadenalibrary.org/publiccomment. If you wish to make your public comment during the live meeting, please state so in your email. If you would like to make your comment virtually, you may also select on the form “Yes – I want to provide this comment in real-time and need the Zoom link” in the online form.

Email and Electronic Comments will be submitted to the legislative body and shall become part of the record of the meeting.

If you are unable to submit via email, online, or attend the meeting in-person, you can call in to (626) 798-0833 ext. 103, during the corresponding item of the agenda. For public comment on any non-agenda item, please plan to call at 5:00 pm.

PUBLIC REQUESTS FOR DOCUMENTS: The District provides a public inspection copy of all materials included in the agenda packet distributed to the Board members. Members of the public who wish to obtain a copy of any document may do so by completing a Request for Public Document form and submitting it to Administration who will arrange for the documents to be copied at a charge of 15¢ per page. Request forms are available at the District Administration offices.

In compliance with the Americans with Disability Act, if you need special assistance to participate in the meeting, please contact Library Administration at (626) 798-0833 x103 at least 48 hours prior to the meeting so the Altadena Library District may make reasonable arrangements to ensure accessibility to the meeting.

LAND ACKNOWLEDGEMENT: The Altadena Library District acknowledges its presence on the traditional, ancestral, and unceded land of the Gabrielino Tongva peoples. Altadena is located on the stolen homelands of the Xaxaamonga (Hahamongna) tribal band. The traditional territory of the Gabrielino Tongva is referred to as Tovaangar, which includes the areas currently known as Los Angeles County, Riverside County, West San Bernardino County, parts of Orange County as well as the four southern Channel Islands. Entities such as the U.S. government and non-Native settlers have subjected the Gabrielino Tongva peoples to historic and continuing injustices, including genocide, forced displacement, and cultural and linguistic erasure. Altadena Library commits to learning, educating, and informing its staff and residents of present-day Altadena about the rich histories, vibrant communities, and culture of Gabrielino Tongva people, present and past, through our collection development, resources, and program offerings.

- I. Call to Order
 - a. Land Acknowledgement

- II. Open Session
 - a. Roll Call
 - b. Approval/Reordering of Agenda Items
 - c. Adoption of Agenda
 - d. Public Comment on Non-Agenda Items

- III. New Business
 - a. Review and approval of contract for Network Cabling Services for the Bob Lucas Memorial Library Renovation **(Action)**

- IV. Announcements & Planning
 - a. Proposed Future Agenda Items

- V. Adjournment
 - a. Adjourn Meeting



**BOARD OF LIBRARY TRUSTEES
AGENDA ITEM II.A. REPORT FOR MACRH2023**

REPORT: AGENDA ITEM III.a.

MEETING DATE: March 27, 2023

PREPARED BY: David Zearbaugh

LOCATION: Library Community
Room

TITLE: Review and approval of contract for Network Cabling Services for the Bob Lucas Memorial Library Renovation.

BACKGROUND:

As an educational entity, the Altadena Library District is eligible to receive funding from Universal Service Administrative Company (USAC) under the direction of the FCC for specific projects and services related to communication infrastructure via an eRate program. The Altadena Library District is eligible for funding based on the square footage of each building under its jurisdiction. In 2019, with the assistance of the consulting firm EdTechnologyFunds Inc, the Altadena Library District was able to secure funding over a 4 year period. The funding secured requires a 20% commitment from ALD for any planned infrastructure projects and the remaining 80% is supplied by USAC. The filing window for funds commitment in the fiscal year of July 2023 – June 2024 ends in mid-March of 2023.

With plans to renovate the Bob Lucas Memorial Library during the next fiscal year, ALD would like to utilize some of the funding available for the telecommunication infrastructure costs involved in the building renovation project since this is covered by eRate funding.

ALD submitted an RFP in a federally standardized format, reviewed bids, and rated and selected a vendor. ABA and Huckabee aided in providing current building Design Development documentation as well as Telecommunication Cabling Plans and the Master Specifications for the Bob Lucas Memorial Library renovation.

A vendor was selected who can provide network cable and labor needed to run cabling through conduit designated in the documentation in the RFP during the building renovation of the Bob Lucas Memorial Library. The selected vendor was AMS.NET, inc. Attached is the District scoring sheet, and the selected vendor contract and supporting quotes.

FISCAL IMPACT:

Reduction in costs for the purchase of network cable and cabling services rendered down to \$0.20 on the \$1.00 due to the above mentioned eRate program. This is in contrast to ALD paying for the purchase of network cable and cabling services at full cost.

RECOMMENDATION:

That the Board of Trustees approve the selected vendor and contract, AMS.NET, Inc, for Cabling Services so that the Altadena Library District may utilize the services for the renovation project during the July 2023 – June 2024, fiscal year.

ALTADENA LIBRARY DISTRICT
 FY2023 Network Infrastructure Upgrade at
 Bob Lucas Memorial Library

E-RATE SERVICE A RFP WORKSHEET

E-rate Discount 80%

Notes
 * Percentage weights must add up to 100%. Price must be weighted the heaviest.
 ** Evaluated on a scale of 1 to 5; 1=Worst, 5=Best
 ***Weight x Raw Score out of 5

ALTADENA LIBRARY DISTRICT is seeking proposals to upgrade the network infrastructure at 1 site for its E-rate FY2023 application.

VENDOR SCORING (Use additional sheets if necessary)

Selection Criteria	Weight*
Price:	40%
Compatibility with Existing Infrastructure	25%
Understanding of Needs:	20%
Experience and Qualifications	10%
Completeness of Response	5%

AMS.NET	
Raw Score**	Weighted Score***
4.5	36%
5	25%
5	20%
5	10%
5	5%

Overall Ranking 100%

96%

Internal Connections Total Cost	\$ 22,845.52
Total Ineligible	0.00
Total Budget	\$141,775.00
Total Overbudget	\$0.00
Total Eligible	\$22,845.52
USAC Portion (80%)	\$18,276.42
ALTADENA LIBRARY DISTRICT Portion (20%) + Ineligibles+Overbudget	\$4,569.10
Contract Term	2 Years per RFP

Service Provider Selection: *AMS*
 Reason Vendor selected: *only qualified proposer*
 Signature: *[Signature]*
 Approved By (Print): *Nikki Winslow, District Director*
 Title:
 Date: *3/7/2023*

Bid Assessment Comments, If needed

AMS - (Quote #Q-00069083 is for Data Cabling)
 AMS- (Quote #Q-00068601 is for Wireless AP's)



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

Customer Price Quote

Customer

Altadena Library District
 600 East Mariposa Street
 Altadena CA, 91001 US
 ATTN: Nikki Winslow

Ship To

Altadena Library District
 600 East Mariposa Street
 Altadena, CA 91001
 ATTN: Nikki Winslow

Quote Description

E-Rate 26 - Bob Lucas Branch - Wireless APs

Quote # #Q-00068601

Project #	99037
Modified	2/23/2023
Account Mgr.	Drew Stark
AM Phone	(925) 245-4771
AM Email	dstark@ams.net
Inside Account Mgr.	John Beyer
IAM Phone	(925) 245-6136
IAM Email	jbeyer@ams.net
Quote Exp.	7/31/2023

Item	Description	Manufacturer	Qty	Unit Price	Extended Price
1	MR46-HW Meraki MR46 Cloud Managed AP	Meraki, Inc.	2.00	\$849.02	\$1,698.04
2	LIC-ENT-3YR Preliminary US GPL - Meraki MR Ent License 3 Years	Cisco Systems Inc.	2.00	\$203.21	\$406.42

Professional Services

3	AMS-NI-WIRELESS-LAP-MERAKI Labor: Meraki Access Point Remote Configuration for 2 Access Points. Cabling not included. (Cabling quote required for these services.) Mounting The AP will be done by the cabling department.	AMS.NET	1.00	\$750.00	\$750.00
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Shipping

4	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
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AMS.NET
Technology Solution Provider

AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

Order Summary

Subtotal	\$2,854.46
Adjustment	\$0.00
Estimated Taxes	\$161.32
Total	\$3,015.78

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
Technology Solution Provider

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

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

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: _____



Customer Price Quote

Customer

Altadena Library District
600 East Mariposa Street
Altadena CA, 91001 US
ATTN:

Ship To

Altadena Library District
600 East Mariposa Street
Altadena, CA 91001
ATTN:

Quote Description

E-Rate 26 - Bob Lucas Branch - Data Cabling

Quote #	#Q-00069083
Project #	98165
Modified	2/24/2023
Account Mgr.	Drew Stark
AM Phone	(925) 245-4771
AM Email	dstark@ams.net
Inside Account Mgr.	Clint Southwick
IAM Phone	
IAM Email	csouthwick@ams.net
Quote Exp.	7/31/2023

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
IDF MATERIAL					
1	SWR2418-BK1 SWING WALL RACK 12RU,24"H x 19"Wx18D 100lb BLK	Hoffman	1.00	\$235.71	\$235.71

AP MATERIAL					
2	PUR6AV04BU-G Cat 6A, Vari-MaTriX, 4-Pair, 23 AWG, UTP, CMR, Blue	Panduit	2.00	\$388.57	\$777.14
3	UTP28X3BU CAT6A 28AWG PATCH CORD - 3TF BLUE	Panduit	16.00	\$15.20	\$243.20
4	CJ6X88TGBU Panduit CAT6 TX6 10GIG ELECTRIC BLUE Panduit Mini-Comm Data Jacks - Termination Devices	Panduit	16.00	\$13.71	\$219.36
5	CBX2IW-AY Panduit Surface Mount Box 2 Port IW Panduit Panduit Nonmetallic Raceway	Panduit	4.00	\$6.09	\$24.36

COPPER MATERIAL					
6	7133800 UTP 23/4PR CAT6 GS6 PVC Blue General Cable Copper Cabling Boxed (Reel) Cable -	General Cable	6.00	\$231.43	\$1,388.58



	Copper				
7	UTPSP3BUY TX6PLUS UTP PATCH CORDS	Panduit	64.00	\$10.43	\$667.52
8	CF1062IWY Panduit 2port 106 frame IW Panduit Panduit Cabling	Panduit	1.00	\$2.51	\$2.51
9	CFP2EIY Panduit Mini-Comm Classic Faceplate(2 port) Panduit Panduit Cables	Panduit	4.00	\$2.43	\$9.72
10	CJ688TGBU Panduit Mini-Com CAT 6 TG 6 Jack Blue	Panduit	64.00	\$9.50	\$608.00
11	CFPE4EIY Panduit Mini-Comm Exec. Faceplate(4 port) Panduit Panduit Cables	Panduit	9.00	\$2.93	\$26.37
12	CPP24WBLY Panduit 24 port Snap In Patch Panel Panduit Data-Patch Patch Panel - Copper	Panduit	2.00	\$34.01	\$68.02

CABLING MATERIAL

13	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	100.00	\$4.90	\$490.00
14	CAT32HP4Z34 2IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	50.00	\$7.06	\$353.00
15	VEL-O-3/4-0 VELCRO ONE-WRAP 3/4" BLK (25yds)	Arrow Wire & Cable	1.00	\$31.46	\$31.46
16	31-388 IDEAL Pulling Lubercant 1 Quart IDEAL Cabling Cabling	Erico	1.00	\$13.13	\$13.13
17	JETLINE 6500' PULL STRING	Jetline	1.00	\$54.34	\$54.34
18	TZES221 3/8 BLACK ON WHITE EXTRA STRENGTH	Brother International	1.00	\$21.32	\$21.32
19	TZE251 1 BLACK/WHITE TAPE	Brother International	1.00	\$28.57	\$28.57
20	AMS-CP-CONSUMABLES Cabling Consumables: Tape,String, Labels, Lube	Cabling	5.00	\$50.00	\$250.00
	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	5.00	\$50.00	\$250.00



LABOR

22	<p>AMS-CI-CT-PW Labor: Cabling - AMS will install 2 new cat6A cables to 4 locations for AP's. AMS will install 2 new cat6 cables to 10 locations identified on the map. AMS will install 1 new cat6 cable to 13 locations identified on the map.</p> <p>AMS will use existing pathways, if pathways are unusable there may be an additional charge to the customer.</p> <p>This does not include any fiber work.</p> <p>If there is fiber needed there will be an additional cost to the customer</p>	AMS.NET	66.00	\$160.00	\$10,560.00
23	<p>AMS-CI-CT-PW Labor: Cabling - AMS will install a new 2ft open rack in the location of the blueprint.</p>	AMS.NET	6.00	\$160.00	\$960.00
24	<p>AMS-CI-PM-FOC Labor: Project Manager - Cabling</p>	AMS.NET	8.00	\$200.00	\$1,600.00
25	<p>AMS-CI-AP-MOUNT Labor: Indoor Acces Point Mounting</p>	AMS.NET	4.00	\$100.00	\$400.00

Order Summary

Subtotal	\$19,282.31
Adjustment	\$0.00
Estimated Taxes	\$547.43
Total	\$19,829.74

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.

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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 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



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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

12. The final price of all labor in this quote is contingent upon the customer providing AMS.NET full site access, with keys or a dedicated escort, for a period of at least nine consecutive hours per working day. Any existing pathway being pulled through is assumed to be easily discoverable, and meeting BICSI standards, such as the fill ratio, lack of non-cabling material in the conduit, and appropriate number of LBs. Additionally, any interior wall penetrations are assumed to be drywall or a like material unless otherwise noted in the labor scope for this project. Any deviation from these assumptions may result in additional costs to the customer based on the time added to the project.

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: _____

SALES ORDER AGREEMENT E-RATE

THIS SALES ORDER AGREEMENT ("Agreement") is made and entered into on March 7, 2023, by and between AMS.NET, INC., a Delaware corporation ("AMS"), whose address is 502 Commerce Way, Livermore, CA 94551 and Altadena Library District, an Education ("Customer"), whose address is AltadenaUS91001CA600 East Mariposa Street, Altadena, CA 91001.

1. **Confirmation of Sales Order.** Customer hereby agrees to purchase from AMS, and AMS hereby agrees to sell to Customer, the multi-service networking equipment and services specified in the AMS price quote, customer purchase order, or other documentation attached hereto and labeled **Exhibit A**, the terms of which are hereby incorporated and made a part of this Agreement.

This agreement is contingent on E-rate funding.

Customer understands the equipment that was quoted in the ERate contract is non-returnable once it has been ordered and received.

2. **Payment Terms and Taxes.** Upon written funding approval from the Schools and Libraries Division (SLD) of the **Universal Service Administrative Company (USAC)**, a sum representing the total utilized project cost minus the discount applied by the SLD and any items that are determined not E-rate eligible, shall be due to AMS.NET. A PO is required representing these items. Subsequent billing invoices for equipment and services provided under this Agreement shall be sent to Customer concurrently with the delivery of equipment and/or the provision of services, as the case may be. Customer is required to complete, sign, and return service certification form sent by SLD within 5 business days. All billing invoices shall be due and payable in full thirty (30) days after the date of billing (i.e., net 30 day payment terms), with the date of billing being the date indicated on the billing invoice. Customer shall pay any and all taxes based on or in any way computed with reference to the equipment and services being provided under this Agreement, (minus the discount applied by SLD) including but not limited to sales taxes but excluding taxes based on AMS's net income. Customer understands that they are responsible for costs incurred due to any unforeseen sales tax increases.
3. **Installation Date.** 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.**
4. **Change Management Procedures.** It may become necessary to amend this agreement for reasons including, but not limited to, the following:
- Changes to scope of the work and/or specifications for the Services,
 - Changes to the Milestone Invoice Schedule,
 - Changes to the project schedule due to unavailability of resources which are beyond either party's control, and/or,
 - Environmental or architectural conditions not previously identified.

In the event either party desires to change this SOW, the following procedures shall apply:

- i. The party requesting the change will deliver a "Change Request" to the other party (an example of which is provided in Appendix B). The Change Request will describe the nature of the change, the reason for the change, and the effect the change will have on the scope of work.
 - ii. A change Request may be initiated either by Customer or by AMS for any changes to the SOW. The parties will evaluate the Change Request and negotiate in good faith the changes to the Services and additional fees, if required to implement the Change Request. If both parties agree to implement the Change Request, both parties will sign the Change Request, indicating the acceptance of the changes by the parties.
 - iii. AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
 - iv. Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
 - v. AMS is under no obligation to proceed with the Change Request until such time as the Change Request has been agreed upon in writing by both parties.
5. **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 and workmanship for a warranty period of thirty (30) days commencing on the later of the 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, EXPRESSED 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.
6. **Return for Credit Policy.** Merchandise must be returned within 30 days in unopened original packaging. An RMA number must be requested prior to the return and accompany the equipment when it is received.

7. **Limitation of Liability.** In no event shall AMS be liable to Customer for:
- a. Any indirect, special or consequential damages or lost profits arising out of or related to this Agreement or AMS's performance or breach thereof, even if AMS has been advised of the possibility of any such damages or losses; or.
 - b. Any damages resulting from or related to any failure or delay of AMS in the delivery or installation of equipment or the performance of installation or maintenance services (if any).
 - c. Notwithstanding any other provision of this Agreement, all liability of AMS and its suppliers under this Agreement or otherwise shall be limited to the money paid to AMS under this Agreement. This limitation of liability is cumulative and not per incident.
8. **Attorneys' Fees.** If any legal action is necessary to enforce terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs in addition to any other relief to which the prevailing party may be entitled.
9. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
10. **Entire Agreement.** This Agreement, together with any price quotes or purchase orders attached hereto as **Exhibit A**, is the complete and exclusive statement of the mutual understanding of the parties with respect to the subject matter of this Agreement, supersedes and cancels any prior understanding, communications or agreements of the parties with respect to the subject matter of this Agreement, and may be amended or supplemented only by a writing signed by both parties.
11. **Risk of loss.** Seller shall bear all risk of loss or damage to components of the system while they are in transit to the Customer and until deliver to the premises. Thereafter, such risk of loss shall be done by Customer, except for loss caused by the negligence of Seller or its employees
12. **Default.** If Customer shall fail to pay or cause payment of any sum owing to Seller hereunder when due, then, in addition to all other remedies available to Seller at law or equity or under other provisions of this Agreement and not in limitation thereof, Seller may, until said sum is paid in full, collect interest on the sum then owing at the rate of 18% per annum from the date of the last installment due date until such default
- by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest charges under the provisions of this paragraph exceed the maximum rate of interest that could be charged under applicable state law.
- Should either party institute legal action to enforce its rights under this agreement, the venue shall be in Alameda County, State of California, and the prevailing party in such action shall be entitled to recover reasonable attorney fees and costs.
13. **Force majeure.** The obligations of Seller hereunder shall be suspended to the extent and for the period of time that is hindered or prevented from performing because of labor disturbances, strikes and lockouts, acts of God, fires, storms, water, unreasonable delays in transportation, governmental action, failure of suppliers, and or any other cause beyond Seller's control.
14. **Assignment.** Seller shall have the right to assign Sellers obligations; however, Seller shall remain liable to Customer for the performance of Seller's obligations under the terms of this agreement.
15. **Customer to provide.** Customer shall, as specified by Seller provide appropriate environmental conditions, necessary commercial power and facilities for the System, access to the premises, and if required by local law, conduit and or special fire retarding cabling. Customer shall pay all charges for telephone trunk lines, in the room system is to be installed, if applicable as well as extensions and equipment for the installation of the system.
16. **Representation of Customer.** Customer warrants and represents that Customer has been duly authorized by all necessary corporate and other action of Customer and Customer's execution of this Agreement will not violate any provision of law or its Articles of Incorporation or Bylaws, or result in the breach of any agreement to which Customer is a party.
17. **Notices.** All notices required or permitted to be given under the Agreement may be given by either party to the other by depositing same in the United States Mail with first class postage prepaid or by fax. Until changed by written notice, such notices shall be direct to Seller at the address that appears at the beginning of this Agreement and Customer at the premises.

IN WITNESS WHEREOF, AMS and Customer have executed this Agreement as of the date first set forth above.

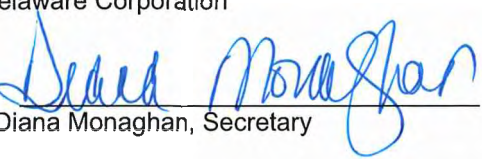
<p>"AMS:"</p> <p>AMS.NET, Inc., a Delaware Corporation</p> <p>By:  Diana Monaghan, Secretary</p>	<p>"Customer:"</p> <p><u>Altadena Library District,</u> <u>a Education Customer</u></p> <p>By: _____ Its: _____</p>
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EXHIBIT A

<u>Quote Number</u>	<u>Description</u>	<u>Total \$</u>
Q-00069083	E-Rate 26 - Bob Lucas Branch - Data Cabling	\$19,829.74
Q-00068601	E-Rate 26 - Bob Lucas Branch - Wireless APs	\$3,015.78
	Total Investment	\$22,845.52

Customer Initials