



OAKLAND MILITARY INSTITUTE

3877 Lusk Street
Oakland, California 94608

NGCA-YCP-OMI-CO

4 May 2023

MEMORANDUM FOR THE BOARD OF DIRECTORS, OAKLAND MILITARY INSTITUTE
COLLEGE PREPARTORY ACADEMY

SUBJECT: Informational Update on E-RATE Cisco Switches

1. IT Manager has received E-RATE project approval for 10 Cisco switches installed at a value of \$11,682.27. This value is below January 2023 board ratification of this purchase up to \$15,600.00. OMI will proceed with purchase order.

2. Any questions can be directed to the undersigned at tjames@omiacademy.org.

FOR THE SUPERINTENDENT

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the right.

Thomas L. James, CMSgt (CA), CSG
Commandant, OMI

Attachments: 4



OAKLAND MILITARY INSTITUTE

3877 Lusk Street
Oakland, California 94608

NGCA-YCP-OMI

6 December 2023

MEMORANDUM FOR THE BOARD OF DIRECTORS, OAKLAND MILITARY INSTITUTE
COLLEGE PREPARTORY ACADEMY

SUBJECT: Information Technology Update for School Year 2022-23

1. Staff seek Board of Directors ratification for purchase of 10 network switches.

A) Universal Services Administration E-RATE Program

- 1) AMS bid for installation of 10 Cisco Catalyst Switches
- 2) Project value \$77,881.79 (Enclosure 1)
- 3) Compatibility with existing IT equipment assured
- 4) Anticipated project discount rate for area is 80%
- 5) **\$15,600.00 is the estimated final discounted project value**

2. On January 6th, staff completed discount rate application with E-Rate administration. Completion of this purchase with applied discount is expected to occur with the next 30 days. Ratification in advance of E-Rate response is intended to aid with equipment installation in advance of semester finals in May. This will be the sole E-Rate purchase for the 2022-23 school year.

3. Please direct any questions to the undersigned at tjames@omiacademy.org.

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

Thomas L. James, CMSgt (CA), CSG
Acting Commandant, OMI

Encl

Project Cost Summary - Oakland Military Institute

Project Information

Oakland Military Institute - E-Rate 26 - 470 Number 230002903 Cisco Switches - 98406
 Project #98406
 May 1, 2023

Account Manager

Dave Zieker
 dzieker@ams.net
 (925) 245-6160

AMS Quote #	Description	Products	Labor	Est. Taxes	Total	E-Rate Funding %	Customer Amount	SLD Amount
Q-00066170	E-Rate 26 Cisco 9200 Catalyst Switches	\$66,798.75	\$5,000.00	\$6,083.04	\$77,881.79	85.00%	\$11,682.27	\$66,199.52
Totals		\$66,798.75	\$5,000.00	\$6,083.04	\$77,881.79		\$11,682.27	\$66,199.52

Vendor: AMS.NET

Address 502 Commerce Way, Livermore, CA 94551

Phone: 925-245-6100

SPIN: 143005880



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

Customer Price Quote

Customer

Oakland Military Institute
 2405 West 14th Street
 Oakland CA, 94607 US
 ATTN: Tod Weiss

Ship To

Oakland Military Institute
 2405 West 14th Street
 Oakland, CA 94607
 ATTN: Tod Weiss

Quote Description

E-Rate 26 Cisco 9200 Catalyst Switches

Quote #	#Q-00066170
Project #	98406
Modified	11/14/2022
Account Mgr.	Dave Zieker
AM Phone	(925) 245-6160
AM Email	dzieker@ams.net
Inside Account Mgr.	Chris Gosset
IAM Phone	(925) 245-6159
IAM Email	cgosset@ams.net
Quote Exp.	12/9/2022

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Cisco Catalyst 9200 48-port PoE+ Switch					
1	C9200-48P-EDU Catalyst 9200 48-port PoE+ only, K12	Cisco Systems Inc.	10.00	\$4,304.65	\$43,046.50
2	PWR-C5-BLANK Config 5 Power Supply Blank	Cisco Systems Inc.	10.00	\$0.00	\$0.00
3	C9200-NW-E-48 C9200 Network Essentials, 48-port license	Cisco Systems Inc.	10.00	\$0.00	\$0.00
4	C9200-NM-NONE No Network Module Selected	Cisco Systems Inc.	10.00	\$0.00	\$0.00
5	CAB-TA-NA North America AC Type A Power Cable	Cisco Systems Inc.	10.00	\$0.00	\$0.00
6	C9200-DNA-E-48 C9200 Cisco DNA Essentials, 48-Port Term Licenses	Cisco Systems Inc.	10.00	\$0.00	\$0.00
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8	NETWORK-PNP-LIC Network Plug-n-Play License for zero-touch device deployment	Cisco Systems Inc.	10.00	\$0.00	\$0.00

Cisco Catalyst 9200 4 x 10G Network Module

9	C9200-NM-4X= Catalyst 9200 4 x 10G Network Module	Cisco Systems Inc.	7.00	\$1,330.75	\$9,315.25
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Cisco Catalyst 9200 and 9200L Stack Module

10	C9200-STACK-KIT= Cisco Catalyst 9200 and 9200L Stack Module	Cisco Systems Inc.	8.00	\$873.10	\$6,984.80
11	C9200-STACK Catalyst 9200 Stack Module	Cisco Systems Inc.	16.00	\$0.00	\$0.00
12	STACK-T4-50CM 50CM Type 4 Stacking Cable	Cisco Systems Inc.	8.00	\$0.00	\$0.00

Labor

13	AMS-NI-LAN-CISCO-EDGE-STACKABLE Labor: Cisco Edge Switch Installation - Stackable	AMS.NET	10.00	\$500.00	\$5,000.00
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Shipping

14	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
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Order Summary

Subtotal	\$71,798.75
Adjustment	\$0.00
Estimated Taxes	\$6,083.04
Total	\$77,881.79

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

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.

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: _____

SALES ORDER AGREEMENT E-RATE

THIS SALES ORDER AGREEMENT (“Agreement”) is made and entered into on March 27, 2023, by and between AMS.NET, INC., a Delaware corporation (“AMS”), whose address is 502 Commerce Way, Livermore, CA 94551 and Oakland Military Institute, an Education (“Customer”), whose address is 3877 LUSK STREET Oakland, Ca. 94608

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:

- 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.
- 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.
- AMS shall require a schedule extension of Services of up to thirty (30) Business Days for any personnel Change Request made by Customer.
- Upon Execution of the Change Request, said Change Request will be incorporated into, and made part of, this SOW.
- 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.

"AMS:"

AMS.NET, Inc.,
a Delaware Corporation

By: _____
Robert M. Tocci, President

"Customer:"

Oakland Military Institute,
a Education Customer

By: _____
Its: _____

EXHIBIT A

<u>Quote Number</u>	<u>Description</u>	<u>Total \$</u>
Q-00066170	E-Rate 26 Cisco 9200 Catalyst Switches	\$77,881.79

Total Investment \$77,881.79

Customer Initials



AMS.NET
Technology Solution Provider

PROPOSAL FOR:

**Oakland Military Institute 98406
Funding Year 2023
FCC Form 470 Number 230002903
23OMI-470_C1 & C2**

Original

PREPARED BY: Dave Zieker, Senior Account Manager, AMS.NET



AMS.NET
Technology Solution Provider

Table of Contents

Executive Summary	Section 1
Project Cost Summary and Quote	Section 2
References	Section 3
Company Documents	Section 4



AMS.NET
Technology Solution Provider

Section 1



Oakland Military Institute E-Rate 26 - 470 Number 230002903 Cisco Switches

Dear Tod,

AMS.NET is an established Cisco Gold Partner specializing in K12 in California, and has been dedicated to providing flexible, scalable and cost-effective solutions for our K-12 Education partners for over Three (3) decades. We take pride in the holistic approach that we bring to an implementation, and our focus is to offer solutions that solve key business objectives and foster ROI, which varies for each partner. Our goal is to become an extension of the District IT department and to be the one to call in a time of need. AMS has been fortunate to work with education partners all throughout California, each presenting their own unique set of challenges from an infrastructure and budgetary standpoint. Our goal is to deliver the same level of success to each partner, in every deployment, regardless of the challenges.

Our Base bid costs can be found on AMS Quote Q-00066170 totaling \$ 77,881.79.

AMS.NET has read, understands, and will comply with all the terms set forth in the RFP as well as the rules and regulations set forth by USAC and the FCC. AMS.NET holds an FCC Green Light status and our response is submitted to address all aspects of the abovementioned RFP.

The relevant staff for this project will be:

Dave Zieker
Sr. Account Manager
dzieker@ams.net

Tom Vasconi
VP of Sales
tvasconi@ams.net

Ray Valine
Operations Manager
rvaline@ams.net

We trust Oakland Military Institute will find our response clear, concise and that we meet all the requirements set forth in the RFP. We welcome any questions or concerns and greatly look forward to the opportunity to provide Oakland Military Institute with the products and services to enable a more efficient and effective 21st Century learning environment.

Sincerely,

Dave Zieker
Sr. Account Manager
E-Rate SPIN #143005880
dzieker@ams.net
(925) 245-6160
C7 License #763508 (Exp. 4/30/2023)



AMS.NET
Technology Solution Provider

Section 2



Project Cost Summary - Oakland Military Institute

Project Information

Oakland Military Institute - E-Rate 26 - 470 Number 230002903 Cisco Switches - 98406
Project # 98406
November 28, 2022

Account Manager

Dave Zieker
dzieker@ams.net
(925) 245-6160

AMS Quote #	Description	Subtotal	Est. Taxes	Total
Q-00066170	E-Rate 26 Cisco 9200 Catalyst Switches	\$71,798.75	\$6,083.04	\$77,881.79
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Vendor: AMS.NET
Address: 502 Commerce Way, Livermore, CA 94551
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AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
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 www.ams.net

Customer Price Quote

Customer

Oakland Military Institute
 2405 West 14th Street
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 ATTN: Tod Weiss

Ship To

Oakland Military Institute
 2405 West 14th Street
 Oakland, CA 94607
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Quote Description

E-Rate 26 Cisco 9200 Catalyst Switches

Quote #	#Q-00066170
Project #	98406
Modified	11/14/2022
Account Mgr.	Dave Zieker
AM Phone	(925) 245-6160
AM Email	dzieker@ams.net
Inside Account Mgr.	Chris Gosset
IAM Phone	(925) 245-6159
IAM Email	cgosset@ams.net
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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.

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

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: _____



AMS.NET
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Section 3



AMS.NET

Technology Solution Provider

PROJECT REFERENCES

Project Summaries

Name of Organization: Los Gatos Union School District

Address: 17010 Roberts Rd., Los Gatos, CA 95032

Contact Person: Matt Mullikin

Email/Phone: mmullikin@lgusd.org, (408) 335-2378

Network & Fiber Upgrade Project

Original contract amount: \$771,000.00

Contract start date: November 2020

Final completion date: June 2021

Los Gatos Union School District leveraged the 1st round of Cares Act funding during the 2020 pandemic and partnered with AMS.NET to complete an ongoing phased network upgrade that was going to wait until the next E-Rate funding cycle. The district had decided to bring all of the students and staff back in February of 2021 but the network environment was not ready to handle to influx of additional devices and bandwidth requirements needed to properly run the business of educating student in the new world we were living in. The most important part of this project was also the most time consuming as the entire fiber optic network needed to be upgraded at all 5 of their school sites to single mode.

AMS.NET worked intimately with the district to define a project plan to get this portion of the project completed with enough time to get key components of the network in place to support 10GB a crossed the network. Once this was completed, we were able to deploy the rest of the project in a normal manner. The project consisted of IDF cabinet upgrades to support the new networking and UPS equipment along with additional Category 6 structured cabling runs to support their new wireless access point locations. Each sites network was fully upgraded with Meraki using MS355's for the access switching and both MR56 / 74's for the wireless infrastructure. The district purchased a 5-year Meraki subscription for management of the environment and for peace of mind since there would be no recurring costs until year 6.

Name of Organization: Pleasanton Unified School District

Address: 4750 First Street, Pleasanton, CA 94566

Contact Person: Robert Torres

Email/Phone: rtorres@pleasantonusd.net, (925) 596-9660

Network Refresh

Original contract amount: \$8,600,000.00

Contract start date: April 2020

Final completion date: March 2022

E-Rate Site Billed Entity Number (BEN)- 144214

Project was partially funded with E-Rate and the remaining covered by bond funds.



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PROJECT REFERENCES

Project Summaries *(Continued)*

Pleasanton Unified School District *(Continued)*

Project Description:

- Project included district wide Cisco VOIP deployment with InformaCast paging integration. The District is currently using Cisco collaboration to connect their sites and staff. InformaCast is currently being used through IP speakers and IP phones for mass notification, emergency notification, bell schedules and 911 call tracking.
- Pleasanton Unified School District had not refreshed the switching network in over 10 years and were running a 1G backbone at all school sites. Through use of a local Bond and E-Rate year 22 funding, PUSD was able to completely update the wired network to establish a 40G LAN at each school utilizing a Brocade/Ruckus architecture. To enable the new architecture, a completely new fiber infrastructure needed to be installed to replace the existing multi-mode fiber plant. PUSD worked with AMS.NET to architect a 40G solution that had multi-rate ports in the ToR switches and PoE+ to all ports. This met the Districts 7-10 year architecture goals.
- Prior to E-Rate 23, PUSD asked AMS.NET to provide POC trials with a number of different wireless manufacturers. AMS.NET provided POC hardware and setup assistance for Ruckus and Meraki solutions. In the end, a Meraki solution was chosen by the District. AMS.NET performed extensive site walks at all of the District sites, and along with District staff determined what deployment strategy best served the District's needs. AMS.NET proposed 802.11 AX wireless access points in indoor and outdoor models, providing wireless service to all locations across every campus in the District. AMS.NET proposed to place one access point in every classroom and learning area of each site. Outdoor wireless access points were placed in locations that cover blacktops and play areas and were installed in vandal proof enclosures in order to protect the Districts investment in hardware.

Name of Organization: San Rafael City Schools

Address: 310 Nova Albion Way, San Rafael, CA 94903

Contact Person: Noel Matthias

Email/Phone: nmatthias@srcs.org, (415) 485-2321

Cisco Wired & Wireless Networking

Original contract amount: \$2,500,000.00

Contract start date: June 2018

Final completion date: Ongoing

San Rafael City Schools serve a diverse community of over 8,000 students and 700 staff users over 3 high schools, 2 middle schools, 7 elementary schools, 3 non-instructional sites. AMS.NET worked with SRCS through budget challenges to incrementally upgrade their wired and wireless network through multiple E-Rate cycles and bond funding. SRCS utilized the SPURR contract for E-Rate and the FOCUS contract for all other purchases as part of this project.



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PROJECT REFERENCES

Project Summaries *(Continued)*

San Rafael City Schools *(Continued)*

The scope of the project includes:

- Cisco C6800 core switches at both high school data centers for a fully-redundant network and data center core
- Cisco C9300 for LAN cores at each school site
- Cisco Meraki MS425 for LAN fiber aggregation
- Cisco Meraki MS390 and MS250 to provide full PoE and mGig access
- Cisco Meraki WiFi 6 indoor and outdoor APs to support 1:1 wireless

Name of Organization: Tracy Unified School District

Address: 1975 W Lowell Ave., Tracy, CA 95376

Contact Person: Tom Quiambao

Email/Phone: tquiambao@tusd.net, (209) 830-3282 ext. 1940

Networking Switching Upgrade Project

Original contract amount: \$800,000.00

Contract start date: June 2020

Final completion date: December 2020

E-Rate Site Billed Entity Number (BEN)- 144421

Tracy Unified School District was in the process of annually replacing portions of their end-of-life (EOL) switching hardware, and E-Rate 22 was the last batch of switches that needed to be replaced before the EOL date had been reached. TUSD and AMS.NET worked together to define a concise list of the remaining hardware and provided the switches and interconnect to complete the switch refresh. AMS.NET provided template configurations for each switch and assisted Tracy USD in the configuration and deployment of all hardware.

The last item that needed to be address for TUSD was the core and data center switching infrastructure. The existing core was coming to its EOL date and the District needed assistance planning for a core upgrade. One of the biggest issues faced was the cabling plant for the data center switching terminated at the core switch, and a 7 slot core switch was overloaded with connections making daily maintenance and administration very difficult.

AMS.NET proposed ToR switches in the data center with 100G uplinks to the new core switch, reducing the amount of physical connections into the new core switch by half. The core switch was replaced utilizing a smaller chassis and fewer blades to accomplish the same goal. This implementation also offered TUSD an opportunity to deploy Cisco DNA in their environment. AMS.NET worked with Cisco and TUSD to provide a base installation of Cisco DNA that will continue to grow into the future.



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PROJECT REFERENCES

Project Summaries *(Continued)*

Tracy Unified School District *(Continued)*

The scope of the project included:

- DNA Center – In keeping with the established technology roadmap, Tracy USD along with AMS.NET have begun to implement Cisco DNA Center to enable Assurance across the wired and wireless infrastructure. This is the first stage in establishing a zero-trust environment which is a primary focus and business driver within the District.
- PAN Cortex and DNS – Broadened the security fabric to include Palo Alto Networks Cortex and DNS security applications to provide best in class endpoint security and intelligence.
- Wireless - AMS.NET performed extensive site walks at District identified sites, and along with District staff determined what deployment strategy best served the District's needs. AMS.NET proposed 802.11 AX wireless access points in indoor and outdoor models, providing wireless service to all locations across every campus in the District. AMS.NET proposed to place one access point in every classroom and learning area of each site. Outdoor wireless access points were placed in locations that cover blacktops and play areas and were installed in vandal proof enclosures in order to protect the Districts investment in hardware.



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Section 4



About Us

AMS.NET is an innovative technology solution provider delivering business outcomes to organizations for more than 30 years. The company was established more than two decades ago to provide technical support to local school districts in California. Today, AMS.NET provides education, local government and businesses a comprehensive technology solution including design, implementation and support services.

With a consultative approach, consideration is taken to understanding technology requirements, existing equipment, industry, growth plan and budget. Leveraging proven and emerging technologies through leading manufacturers, AMS.NET's certified engineers' architect a solution that supports your initiatives and allows for future growth.

Prior to implementation, we can provide complete structured wiring services and post deployment, a host of managed services and maintenance plans to ensure your network and equipment are running at optimum performance.

Many financing options are available. With experience in the public sector around procurement vehicles, E-rate expertise and leasing options, we can make recommendations specific to your industry and technology solution.

Our extensive reference list is a tribute to our ability to successfully design, manage and implement technology solutions that support your initiatives. With more than 30 years of successfully providing technology solutions, you can be assured that we have the capability, experience and stability to be your trusted partner. And we'll be here for future needs!



Celebrating More Than **30** Years



AMS.NET

Technology Solution Provider

AMS.NET versus the Competition

- Established proven partner in your vertical
- 120+ employees throughout the state of California
- Multi-vendor network support
- Complete architecture solutions
- Elite manufacturer partnerships– Cisco Gold Partner since 2007
- Skilled and Certified Engineers- CCIE's in networking, security, voice
- Advanced manufacturer technology specializations
- Structured cabling- C-7 Contractor and RCCD Certified
- Certified project management – PMP Certification
- Executive management accessibility regardless of the customer size



ARCHITECTURE SOLUTIONS



AMS.NET

Technology Solution Provider

COMPANY FACTS

General Info

Legal Name: AMS.NET Inc.
 Type: Delaware Corporation
 Tax ID: 94-3291626
 Principal Owner: Robert Tocci
 Years in Business: 34 Years
 Number of Employees: 150
 Website: www.ams.net
 Email: sales@ams.net
 Phone: 800-893-3660/925-245-6100
 Fax: 925-245-6150

Locations:

Headquarters: 502 Commerce Way, Livermore, CA 94551-7812
 Sacramento Regional Office: 5008 Donovan Drive
 Carmichael, CA 95608 Phone 800-893-3660
 Central Valley Regional Office: 1155 East North Avenue, Suite 106
 Fresno, CA 93725, Phone 559-733-1641
 Southern California Regional Offices: 12405 East Slauson Ave, Unit K,
 Whittier, CA 90606, Phone 800-893-3660

License and Procurement

DIR#: 1000001046 Expires 6/30/25

FCC RN: 0012300554

Contractor License C-7:

763508 Expires 4/30/24

DUNS#: 556116234

Microsoft MCSE's: 1673446, 2056976

Procurement: E-Rate: SPIN 143005880

Merced County FOCUS Contract: #2021092

SPURR Master Contract/ PEPPM Contract

SLP Agreement- Zoom, Rubrik

NASPO Contracts- Cisco, HPE, Ruckus,
Pure Storage, Palo Alto Networks

Cisco GSA Contract: GS-35F-0349S, Expires 4/4/26

CMAS Contracts-

APC

Arecont Vision

Aruba/HPE

Avigilon

Bosch

Samsung

Hanwha Techwin

Cisco

Cohesity

Eaton

EMC

Extron

Fortinet

HP

Nimble Storage

Palo Alto Networks

Rubrik

Ruckus Wireless

TrippLite

Veeam

Verkada

VMware

Berk-Tek

Chatsworth

Corning

General Cable

Hitachi

Leviton

Ortronics

Panduit

Superior Essex

Labor

Certifications and Specializations

Cisco Gold Certified Partner/

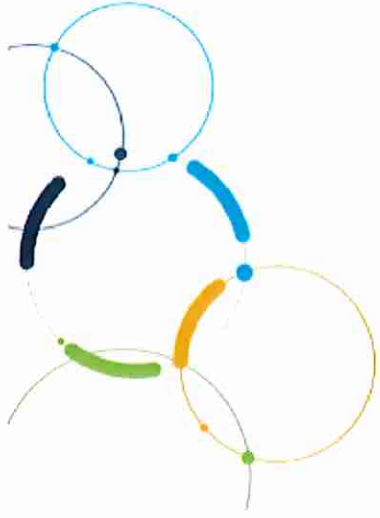
Cisco Meraki Partner

Cisco Specializations:

- Advanced Data Center Architecture
- Advanced Collaboration Architecture
- Advanced Security Architecture
- Advanced Enterprise Network Architecture
- Collaboration SaaS Authorization
- Customer Satisfaction Excellence
- Customer Experience Specialized

Partial Manufacturer List:

Aruba HPE Platinum Partner, HPE Partner, Ruckus Elite Partner, Baicells, Palo Alto Networks, Fortinet, Barracuda, Arctic Wolf, Sentinel One, Pure Storage, Wasabi, Iland, IBM, Arista Networks Cohesity, Rubrik, Veeam Silver Pro Partner, VMware Partner, Singlewire, FrontRow, Class Connection, AtlasLED, Extron, Advanced Network Devices, Avigilon, Verkada, Qognify, Ava, Openpath, SALTO Systems, Zoom, Poly, Tripp Lite, N1 Critical Technologies, APC, Panduit, General Cable, Leviton, Berk-Tek, Ortronics, Hoffman, Chatsworth, Superior Essex



Gold Integrator

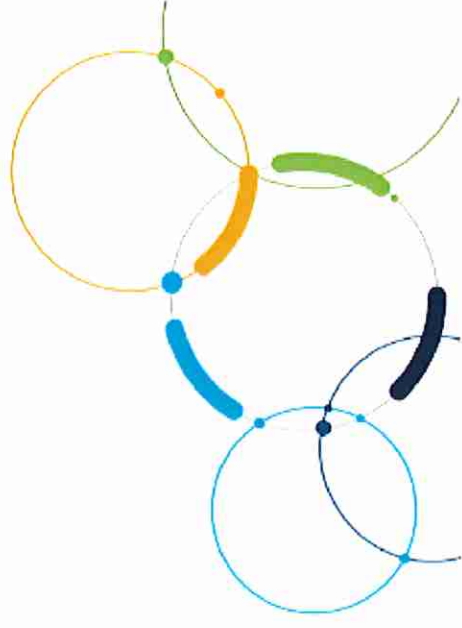
Awarded to: AMS.NET

Country: USA

Valid Until: January 24, 2023

Validate this certificate by searching company name and location at
cisco.com/go/partnerlocator.

Certificate generated on January 19, 2022





AMS.NET

Technology Solution Provider

CONTRACTORS C-7 INFORMATION

C-7 Contractors Bond - *Continued*

Business Information

AMS.NET INC
502 COMMERCE WAY
LIVERMORE, CA 94550
Business Phone Number:(925) 245-6100

Entity Corporation
Issue Date 05/24/1999
Reissue Date 04/12/2000
Expire Date 04/30/2024

License Status

This license is current and active.

All information below should be reviewed.

Classifications

[C-7 - LOW VOLTAGE SYSTEMS](#)

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with [HANOVER INSURANCE COMPANY](#).

Bond Number: 1031231

Bond Amount: \$15,000

Effective Date: 01/01/2016

[Contractor's Bond History](#)

Bond of Qualifying Individual

The qualifying individual ROBERT MICHAEL TOCCI certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 04/12/2000



AMS.NET

Technology Solution Provider

CONTRACTORS C-7 INFORMATION

C-7 Contractors License

STATE OF CALIFORNIA dca DEPARTMENT OF CONSUMER AFFAIRS	CONTRACTORS STATE LICENSE BOARD ACTIVE LICENSE	
License Number 763508	Entity CORP	
Business Name AMS.NET INC		
Classification(s) C-7		
Expiration Date 04/30/2024	www.cslb.ca.gov	

C-7 Responsible Managing Officer

BOND OF QUALIFYING INDIVIDUAL

1. The Responsible Managing Officer (RMO) TOCCI ROBERT MICHAEL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 04/12/2000



AMS.NET
Technology Solution Provider

FCC RED LIGHT DISPLAY SYSTEM

AMS.NET's FCC Red Light Display System Status

The Red Light Rule was adopted as part of the Federal Communication Commission's ongoing effort to implement the Debt Collection Improvement Act, which provides that the Commission checks to determine whether entities or individuals seeking licenses or other benefits from the FCC are delinquent in debt owed to the Commission. The Red Light Display System displays the current Green status of AMS.NET (FRN #0012300554).

Red Light Display System View

[FCC](#) | [Fees](#) | Red Light Display System

< [FCC Site Map](#)

Logged in as FRN: AMS.NET, Inc. (0012300554) [[Log Out](#)]

[Back](#) | [Print](#) | [Help](#)

1/10/2022 11:06 AM

Current Status of FRN 0012300554

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts restricting business with the Commission by any FRN associated with requestor's TIN. The Red Light Display System was last updated on 01/10/2022 at 6:32 AM; it is updated once each business day at about 7 a.m., ET.



AMS.NET

Technology Solution Provider

EVIDENCE OF COVERAGE

Client#: 443449 AMSNEINC

ACORD. CERTIFICATE OF LIABILITY INSURANCE DATE(MM/DD/YYYY) 8/24/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC Marsh & McLennan Ins Agency LLC 1340 Treat Blvd #250 Walnut Creek, CA 94597	CONTACT NAME: Felicia McArroy PHONE (A/C No. Ext): 925 482-9337 E-MAIL ADDRESS: Felicia.McArroy@MarshMMA.com	FAX (A/C No.): 925 482-9390
INSURED AMS.NET, INC 502 Commerce Way Livermore, CA 94551-7812	INSURER(S) AFFORDING COVERAGE INSURER A: Atlantic Specialty Insurance Company INSURER B: Republic Indemnity Company of America INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 27154 22179

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR LTR	TYPE OF INSURANCE	ADDL SUBR NBR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			7110086830017	08/24/2022	08/24/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Compl/Coil: \$1,000 Ded. <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			7110086830017	08/24/2022	08/24/2023	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$			7110086830017	08/24/2022	08/24/2023	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If YES, describe under DESCRIPTION OF OPERATIONS below		N/A	16039219	02/01/2022	02/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Property of Others			7110086830017	08/24/2022	08/24/2023	\$100,000 Limit

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Evidence of Insurance.

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>[Signature]</i>
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AMS.NET

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DEPARTMENT OF INDUSTRIAL RELATIONS

AMS.NET's Department of Industrial Relations

SB 854, a budget trailer bill that was signed into law on June 20, 2014, and became effective immediately, made several significant changes to laws pertaining to the administration and enforcement of prevailing wage requirements by the Department of Industrial Relations (DIR). Among other things, SB 854 established a new public works contractor registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public works projects. AMS.NET is a DIR registered contractor (DIR #1000001046).

Department of Industrial Relations System View



Contractor Information

Legal Entity Name
 AMS.NET, INC.
Legal Entity Type
 Corporation
Status
 Active
Registration Number
 1000001046
Registration effective date
 07/01/22
Registration expiration date
 06/30/25
Mailing Address
 502 COMMERCE WAY LIVERMORE 94551 CA United States of America
Physical Address
 502 COMMERCE WAY LIVERMORE 94551 CA United States of America
Email Address
 dmonaghan@ams.net
Trade Name/DBA
License Number (s)
 CSLB:763508

Legal Entity Information

Corporation Entity Number:	097642448
Federal Employment Identification Number:	943291626
President Name:	Robert Tocci
Vice President Name:	John Stott
Treasurer Name:	Diana Monaghan
Secretary Name:	Diana Monaghan
CEO Name:	
Agency for Service:	
Agent of Service Name:	Diana Monaghan
Agent of Service Mailing Address:	502 Commerce Way Livermore 94551 CA United States of America



AMS.NET

Technology Solution Provider

SPAC FILING

Service Provider Annual Certification (SPAC)

A service provider must submit a Service Provider Annual Certification (SPAC) (Form 473) to USAC each funding year to certify that it will comply with program rules. Below is proof captured from the SLD website.

Purpose of Form: Form 473 is used by the service provider each funding year to certify that it will comply with FCC rules concerning invoicing and documentation. The certifications apply to the entire funding year and are required before USAC will pay invoices. A service provider may submit one Form 473 for all Service Provider Identification Numbers (SPINs) assigned to it.

SLD SPAC Filing Proof

SPIN	Service Provider Name	Doing Business As	Contact Name	Contact Address	Contact Phone	Form 499 Filer	SPAC Filed
143005880	AMS.NET, Inc.	AMS.NET, Inc.	Robert Tocci	502 Commerce Way, Livermore, CA 94551	925245-6100		1998 1999 2000 2001 2002 2003 2004 2005 2006 2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022



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Technology Solution Provider

AMS.NET E-RATE BILLING PROCESS

AMS.NET, Inc. (also to be referenced as the Service Provider) has developed processes to bill E-Rate projects that best suits their customer needs. We are set up to accommodate both SPI and BEAR billings.

SPI billings will occur on a regular basis and AMS.NET, Inc. will invoice the SLD their portion of committed amount and the customer their portion.

AMS.NET, Inc. agrees to bill and receive a portion of the payment for the provisions of goods and services described herein directly from the USAC via the Form 474 Service Provider (SPI). The customer will only be responsible for paying its non-discounted share of the costs and does not intend to use the BEAR process (Form 472). The maximum percentage the customer will be liable for is the pre-discount amount minus the funded amount as shown on the FCC Form 471 Block 5 and any identified ineligible costs. Upon the successful receipt or posting of a funding commitment decision letter from the SLD and submission and certification of Form 486, the customer shall pay only the discounted amount beginning with the billing cycle immediately following said approval. Alternatively, should the company decide that it is in the best interests of the company to file a Form 472, the customer will inform AMS.NET, Inc. of its intent.

All Service Provider invoicing to USAC must be completed within 120 days from the last day of service. Should the Service Provider fail to invoice USAC in a timely manner, the customer will only be responsible for paying its non-discounted share.

AMS.NET, Inc. will bill your company directly for a BEAR billing. Companies will pay the full amount of the invoice until all steps of the discount process below have taken place:

- A. **You must have received your FCDL (Funding Commitment Decision Letter) from the SLD / E-Rate people.**
- B. **You must file your Form 486.** [The form 486 lets the E-Rate people know that the services have begun and that they may begin paying the invoices. The SLD cannot process a payment related to a Funding Request Number (FRN) unless a properly completed Form 486 has been submitted by the Library and approved by the SLD for that FRN]
- C. **The form 486 must be approved by the SLD before AMS.NET, Inc. can apply the discount and credit your bill.** When AMS.NET, Inc. is notified by the SLD that your form 486 has been approved, AMS.NET, Inc. will credit your bill with your approved funding. It takes two billing periods for the discount to appear on your bill. Depending on timing of your 486 approval, it could be the next month or two months later that you see your discount on your AMS.NET, Inc. bill.

AMS.NET, Inc. bills the total monthly charges and the E-Rate discount which does net to the discounted amount, but we do not bill just the discounted amount. It takes two billing periods for the discounts to appear so depending on timing, it could be the next month or two months later.

A Note regarding BEAR Forms: Companies who prefer to pay their invoices and file BEAR forms for reimbursement – can continue to do so; however, a company cannot both file a BEAR form and request a billing discount on the same FRN in the same funding year. That is, you will either file BEAR forms for reimbursement – or – request a billing discount; but not both.



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