

Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and AMS.Net (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. **Services.** The CONTRACTOR shall provide the following services (include location, dates, to whom services are provided):

CONTRACTOR to provide the materials required and services of installation and setup of an security camera expansion project at Alameda High School, including but not limited to cameras, wiring, licensing, etc.

2. **Terms.** The term of this agreement shall be from 03/20/24 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$114,500; or, approval by the Board of Education if the total contract(s) exceeds \$114,500) to 07/30/24. The work shall be completed no later than 06/30/24.

3. **Compensation. Check one of the following boxes:**

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

- 3.1.1 CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- 3.1.2 CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum of hours of service at a rate of \$_____ per hour for a total not to exceed \$_____.
- 3.1.3 Other: Total proposed project cost \$89,000.00 (\$36,000 for services and \$56,000 for materials).

AUSD shall not be liable to CONTRACTOR for any costs or expenses paid or incurred or equipment, materials or supplies used by CONTRACTOR in performing services for AUSD, except as follows _____; which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by District and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Check one of the following:

4.1 **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? Provide increase security and safety to Alameda High School

4.2 **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? _____

5. Conduct of Contractor. CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications, prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9, which include:

5.1 Tuberculosis Screening. Check one of the following boxes:

5.1.1 TB Clearance will be completed through AUSD prior to starting work or records are already on file.

5.1.2 Agency certifies that they require all employees or subcontractors to complete TB testing and maintain such records.

5.1.3 **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students on more than an occasional basis.

DM
DM (CONTRACTOR initials)

RD
RD (District Representative initials)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the District under this Agreement."

5.2.1 Fingerprint Clearance will be completed through AUSD prior to starting work or records are already on file.

5.2.2 Agency certifies that they require all employees or subcontractors to complete fingerprinting and maintains such records.

5.2.3 Waiver of Fingerprint Requirement. Waiver of Fingerprint Requirement. CONTRACTOR is not required to comply with section 5.2 because (check which applies):

CONTRACTOR'S staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or

CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement;

DM
DM (CONTRACTOR initials)

RD
RD (District Representative initials)

5.3 **Removal of CONTRACTOR's Employee(s).** In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. **Insurance.** CONTRACTOR will provide AUSD with evidence of the following insurance coverage prior to commencing the work under this Agreement:

6.1 **Workers' Compensation Insurance. Check one of the following boxes.** If CONTRACTOR employs any person to perform work in connection with this Agreement, CONTRACTOR shall procure and maintain at all times during the performance of such work, Workers' Compensation Insurance in conformance with the laws of the State of California and Federal laws when applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per accident or disease. Check only one of the boxes below:

The CONTRACTOR is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement. *CONTRACTOR acknowledgement Diana Monaghan
Diana Monaghan (Mar 20, 2024 10:48 PDT)

The CONTRACTOR does not employ anyone in the manner subject to the Workers' Compensation laws of California.

6.2 **General Liability Insurance.** CONTRACTOR shall maintain general liability insurance, including automobile coverage when applicable, with limits of One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage. The coverage shall endorse AUSD as an additional insured. Inclusion of AUSD as an additional insured shall not affect AUSD's right to a claim, demand, suit or judgment made, brought or recovered against CONTRACTOR. CONTRACTOR must provide insurance documentation prior to the commencement of work. Failure to maintain coverage during the term of the contract will result in termination.

*CONTRACTOR acknowledgement Diana Monaghan
Diana Monaghan (Mar 20, 2024 10:48 PDT)

6.3 Professional Liability Insurance. If CONTRACTOR is offering AUSD professional advice under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

6.3.1 **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance as they are not offering professional advice. Waiver of insurance does not release CONTRACTOR from responsibility for any claim or demand.

_____ (CONTRACTOR initials)

_____ (District Representative initials)

7. Notices. All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

AUSD Representative:

Name: Robyn Odell

Title: Director of MIS

Address: 2060 Challenger Dr
Alameda, Ca 94606

Email: rodell@alamedaunified.org

CONTRACTOR:

Name: Diana Monaghan

Title: VP

Address: 502 Commerce Way
Livermore, CA 94551

Email: dmonaghan@ams.et

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. Invoicing. Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD.

8.1 Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.

9. Licenses and Permits. CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.

10. Contractor Qualifications / Performance of Services.

10.1 Contractor Qualifications. CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply.

10.2 Standard of Care. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

- 11. Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the District's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
- 12. Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.
- 13. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 14. Drug-Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORs, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 15. Indemnification.** CONTRACTOR agrees to hold harmless, indemnify, and defend AUSD and its officers, agents, and employees from any and all claims or losses accruing or resulting from injury, damage, or death of any person, firm, or corporation in connection with the performance of this Agreement. CONTRACTOR also agrees to hold harmless, indemnify, and defend AUSD and its elective board, officers, agents, and employees from any and all claims or losses incurred by any supplier, contractor, or subcontractor furnishing work, services, or materials to CONTRACTOR in connection with the performance of the Agreement. This provision survives termination of this Agreement.
- 16. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork,

copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.

17. **Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.
18. **Termination.** AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.
19. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.
20. **AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors.** AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:
 - 20.1 Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
 - 20.2 Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor(s).
21. **Limitation of AUSD Liability.** Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
22. **Confidentiality.** CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received in the course of performing this Agreement. This requirement shall extend beyond the effective termination or expiration date of this Agreement. In the event CONTRACTOR receives student data protected by the Family Educational Rights and Privacy Act ("FERPA"), Provider shall abide by Education Code section 49073, including the following:(a) Provider shall not use the student data provided, for an unauthorized purpose, transfer the student data to an unauthorized third party, or sell said data (b) Provider shall delete or otherwise dispose of student data in its possession after the termination of services under this Agreement (c) Provider shall undertake reasonable precautions to protect the student data and shall promptly report to the District any unauthorized access to the student data.

- 23. Conflict of Interest.** CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.
- 24. Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 25. Litigation.** This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- 26. Agreement Contingent on Governing Board Approval.** The District shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the District's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.
- 27. Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.
- 28. Contract Publicly Posted.** This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public online via the Internet.
- 29. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion.** CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov/>).
- 30. Force Majeure.** At the District's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The District shall not be responsible for any costs associated with this Agreement while performance is so excused.
- 31. Other.** Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR **Diana Monaghan, VP**

Print Name & Title: _____

CONTRACTOR Signature: *Diana Monaghan* Date: 03/20/2024
Diana Monaghan (Mar 20, 2024 10:48 PDT)

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds (Fund 01) Donated Funds Restricted Funds

Budget Code: 25-9021-0-0000-8500-6200-022-75-3046

Robyn Oden Date: 03/20/2024
Robyn Oden (Mar 20, 2024 10:52 PDT)
Requesting Administrator Date

The person(s) signing this Agreement on behalf of each party has been given the proper authority and empowered to enter into this Agreement.

SEND TO: Business Services

II. HR

Human Resource Approval Yes No

Timothy Erwin Date: 03/20/2024
Timothy Erwin (Mar 20, 2024 10:55 PDT)
Signature of Human Resource Administrator Date

III. BOARD DELEGATES

- Superintendent, Pasquale Scuderi
- Assistant Superintendent of Human Resources, Tim Erwin
- Assistant Superintendent of Educational Services, Kirsten Zazo
- Assistant Superintendent of Business Services, Shariq Khan

Shariq Khan Date: 03/20/2024
Shariq Khan (Mar 20, 2024 10:56 PDT)
Signature of Superintendent or Assistant Superintendent Date

IV. BOARD

BOE Approval Required for Contracts Equal To Or Greater Than \$114,500:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

Independent Contractor Status Verification

Contractors who are Individual/sole proprietors or single-member LLCs must complete this form and submit with other contract documents.

Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST
(Employee v. Independent Contractor)

Contractor's Name:

Not Applicable

Current AUSD employee or substitute? Yes No

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

- CONTRACTOR** and its workers are free from the control and direction of the District in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- The work to be performed by the **CONTRACTOR** and its workers is outside the usual course of the District's business.
- CONTRACTOR** is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

- NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- OWN WORK HOURS:** The worker will establish the work hours for the job.
- NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.

- BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
- SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
 - Having an office and assistants
 - Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - Having business signs
 - Having a business license
 - Listing services in a business directory
 - Other
 - (Attached copies of business license, business cards, letterhead, advertisements)
- POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
 - The worker hires, directs, and pays assistants
 - The worker has his/her own office, equipment, materials, or facilities
 - The worker has continuing and recurring liabilities
 - The worker has agreed to perform specific jobs for prices agreed upon in advance
 - The worker's services affect his/her own business reputation
- LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, _____ (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: _____



Project Cost Summary - Alameda Unified School District

Project Information

Alameda Unified School District - Alameda HS - Camera Expansion Project - 101626
Project # 101626
March 14, 2024

Account Manager

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

AMS Quote #	Description	Products	Labor	Est. Taxes
Q-00078519	Alameda HS - Camera Expansion Surveillance Rev 01	\$44,540.10	\$7,250.00	\$2,657.53
Q-00078080	Alameda HS - Camera Expansion Cabling Rev.1	\$6,858.47	\$25,440.00	\$737.30
Totals		\$51,398.57	\$32,690.00	\$3,394.83

Vendor: AMS.NET
Address: 502 Commerce Way, Livermore, CA 94551
Phone: 925-245-6100
SPIN: 143005880

Total
\$54,447.63
\$33,035.77
\$87,483.40



AMS.NET
Technology Solution Provider

Solution Overview

Prepared for
Alameda Unified School District
March 8, 2024

Prepared by
Seth Spitulski

Solutions Architect
sspitulski@ams.net

Verkada IP Video Surveillance Statement of Work Overview

AMS.NET is pleased to present the following Scope of Work for Alameda Unified School District.

Project Overview:

Alameda Unified School District has need of additional camera coverage at Alameda High School, and has requested that AMS.NET provide a Verkada solution, in line with the existing cameras throughout the site.

AMS.NET will provide and install (19) new Verkada Cloud cameras, with the breakdown as follows:

- (6) CH52 multisensor cameras, mounted on corners around the school, viewing wide areas that are currently blind.
- (6) Interior CF81 fisheye cameras, viewing hallways around the two larger buildings.
 - (4) of these cameras are to come from Alameda USD stock.
- (2) Exterior CF81 fisheye camera, viewing the parking lot on the east side of the campus and the walkway outside room 524.
- (2) Interior CD52 5MP cameras, viewing stairwells.
 - These cameras are to come from Alameda USD stock.
- (1) Interior CD52 5MP varifocal camera, viewing the media center.
 - This camera is to come from Alameda USD stock.
- (2) Exterior CD52 5MP varifocal cameras, viewing a breezeway and an entrance to the school.
 - These cameras are to come from Alameda USD stock.

All cameras will be IP, and will require a PoE switch port, which AMS assumes is available for use. If any switches are required, AMS can provide them with a change order.

New CH52 multisensor cameras also require a PoE injector (included in this proposal); the PoE injector needs a 120V plug at the IDF location, which AMS assumes is available for use.

AMS.NET assumes cameras in Alameda USD stock are in good working order; any problems discovered during installation of these cameras will require a change order in order to address them.

Project Execution:

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



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

This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it is made pursuant to the Project No. 101626, the terms of which are incorporated herein by reference, by and between Alameda Unified School District (“Customer,” “you,” “your”, “Alameda Unified School District”) and AMS.NET, (“AMS,” “us,” “we,” “our”), or our affiliate, and sets forth the services to be performed by us related to Alameda Unified School District - Alameda HS - Camera Expansion Project - 101626 (“project”).

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

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

Verkada IP Video Surveillance Statement of Work

AMS.NET is pleased to provide Alameda Unified School District with the following statement of work for IP Video Surveillance services. An IPVS solution delivers leading surveillance technologies to protect people, and property with more intelligence, security and efficiency. Providing a robust and stable surveillance solution is essential in today's working and learning environment. AMS.NET will design your solution based on the following key areas of importance in the deployment and configuration of the IPVS solution.

AMS.NET will work with the Alameda Unified School District team to:

- Add Verkada cameras to the existing Alameda Unified School District Verkada dashboard.
- Configure IP Cloud camera recording and analytic settings.

Verkada Dashboard Configuration

AMS.NET certified engineers in collaboration with Alameda Unified School District will configure the Verkada Dashboard on industry leading practices and Alameda Unified School District requirements. This includes:

- Configure motion/analytic detection Recording
- Security configuration for camera access
- Default Camera Views
- Facial recognition settings
- Cloud Backup Options
- Site creation / naming
- Camera Naming

Documentation will be provided to Alameda Unified School District. Documentation includes camera location, name, IP address, username, password, asset tagging (if provided) and switch information. Knowledge transfer will be provided on access system not to exceed 2 hours. If additional time is needed a quote can be provided.

Post Deployment Review

During the project kickoff, Alameda Unified School District and AMS.NET will identify a post deployment review date.

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

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

Exclusions

- **Physical Cabling/Network Issues** - In the event any issues are identified with the physical cabling plant or internet/network, Alameda Unified School District will be responsible for rectifying all issues before project completion.
- **Vandalism** - In the event any cameras are vandalized the Alameda Unified School District will be responsible for the cost of camera repairs and labor to replace the unit physically and in the system. Which includes but not limited to security, views, motion detection and naming of the replacement unit.
- **Focusing** – Once signoff is complete, any focusing changes or camera positioning is not covered. Labor hours can be purchased to cover any post install/signoff changes to the system.

AMS.NET Project Approach

AMS.NET Project Methodology and Approach

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

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

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

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

General Customer Responsibilities and Project Assumptions

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

General Customer Responsibilities

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

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

UPS Environmental and Physical Logistics Customer Requirements

UPS Design was based on assumptions that adequate Rack specifications and power requirements where available, during project planning the following will be assessed, if any of these variables are not met by the customer, a change order will be provided to rectify any deficiencies and/or lost labor. UPS ordering will be held until this inspection can be performed.

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

- **Rack Depth**
In the event UPS depth exceeds rack depth, the customer will be provided with options to swap the UPS or rack.
- **Rack Space Requirements**
In the event rack space is not available in identified location, the customer will be provided with options to swap the UPS or rack.

- **UPS Weight**

AMS.NET is not responsible for customer provided rack locations, if AMS.NET deems the installation or quality of the rack will not support the weight of the UPS customer will be notified. AMS.NET is not responsible for any damage in the event the rack was improperly anchored.

- **Power Requirements**

Customer is responsible for providing adequate power at the installation location. AMS.NET will provide power requirements based on UPS purchased.

Project Assumptions

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

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

Premium Flex Time Guidelines and Limitations

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

- Flex Time plans do not expire and are available until the hours and funds are fully utilized. New or additional purchases of Flex Time plans will be subjected to the new discount rates, guidelines and limitations.
- Flex Time Plans are for technical services and professional consultation only and cannot be used for materials.
- Flex Time Plans are required to be paid upfront before the service is performed. Flex Time Plans are a retainer-based engagement.

- Technical services hours are deducted as the technical service is performed. On-site technical support consists of travel time both ways and a minimum of one-hour on-site then deducted in 30-minute increments. Remote technical support is deducted in 30-minute increments. Please note that any scheduled engagement cancellations not arising from AMS.NET will incur a 1-hour minimum charge as well as any travel time expended.
- Business hours are Monday through Friday 8am to 5pm excluding company reserved holidays. Pre-scheduled after-business hour technical support is available Monday through Friday and Saturday from 5pm to 12am and requires a 24x7 Flex Time plan. Emergency after hours support requires a 24x7 Flex Time plan.

Standard AMS.NET Invoicing Procedures

Materials, Equipment, Hardware

All cabling and engineering material, equipment, and hardware are invoiced and billed upon receipt at any one of our AMS.NET warehouses. Per our standard EDL; "We will have the equipment delivered directly to AMS.NET and stored in our warehouse for your convenience until you are ready for installation. Per request, AMS will provide a report of proof of delivery to AMS.NET and serial number documentation. AMS.NET will at time of delivery to our warehouse, submit invoices reflecting the hardware portion of the project and you can at that time release payment for the full amount of the hardware within 30 days of receipt"

Premium Flex Time (pFlex)

pFlex is invoiced in full upon the start of the project. pFlex hours are utilized on progress/time and materials bases as we move through the project deliverables or as Service Requests are opened through our TAC department. Utilization reports can be requested at any time and may be shared with the customer within 48 hours of the request. All remaining pFlex time left at the end of an installation project is converted to TAC support hours upon project close out.

Standard Progress Labor Billing Definitions

AMS.NET executes progress billing for all non-pFlex engagements. AMS.NET will at time of completion of each progress phase, submit invoices reflecting the current phase of the project and you can at that time release payment for the full amount of the invoice within 30 days of receipt.

Switching, Wireless, UPS, Firewalls, Paging, Phones, IPVS

- 10% for Mobilization
- 25% for Technical Planning and Start of Design
- 50% for equipment prep/configuration
- 75% for Installation of equipment
- 95% for equipment cutover
- 100% upon completion of punch list and delivery of final documentation

Data Center (Non pFLEX) Upgrades, Migrations, ISE, AMP, Umbrella, 365, Etc...

- 10% Mobilization
- 25% Discovery – 25%
- 50% Base Deployment, Activation, Start Migration of Servers
- Up to 95% Policy Configuration, Migration of Servers
- 100% upon completion of punch list and delivery of final documentation

Structured Cabling – Fiber, Copper, and Racks

- 10% mobilization
- 11-95% according to completion level of the line item
- 100% upon completion of punch list and delivery of final documentation/test results



Customer Price Quote

Customer

Alameda Unified School District
 2060 Challenger Dr
 Alameda CA, 94501-3246 US
 ATTN: Robyn Odell

Ship To

Alameda Unified School District
 2060 Challenger Dr
 Alameda, CA 94501-3246
 ATTN: Robyn Odell

Quote Description

Alameda HS - Camera Expansion Cabling Rev.1

Quote #	#Q-00078080
Project #	101626
Modified	3/14/2024
Account Mgr.	Dave Zieker
AM Phone	(925) 245-6160
AM Email	dzieker@ams.net
Inside Account Mgr.	Jeff Souza
IAM Phone	(925) 245-6133
IAM Email	jsouza@ams.net
Quote Exp.	4/19/2024

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Materials					
1	10139885 - 100 Cat.6 OSP - 100ft	Berk-Tek	3.00	\$47.62	\$142.86
2	AMS-CP-CONSUMABLES Cabling Consumables: Tape, String, Labels	Cabling	2.00	\$47.62	\$95.24
3	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	4.00	\$47.62	\$190.48
4	C6-RD-SCB-1-ENC (UTP) HQ Network Patch Cable RJ-45 CAT6 RED 1 Foot Slim 28AWG with Clear Snagless Molded Boot (UTP) HQ Network Patch Cable RJ-45	eNet Components	19.00	\$4.57	\$86.83
5	C6-RD-SCB-5-ENC CAT6 RED 5 Foot Slim 28AWG with Clear Snagless Molded Boot (UTP) HQ Network Patch Cable RJ-45	eNet Components	11.00	\$5.95	\$65.45
6	C6-RD-SCB-10-ENC CAT6 red 10 Foot Slim 28AWG with Clear Snagless Boot Patch Cable	eNet Components	18.00	\$7.66	\$137.88
7	C6-RD-SCB-3-ENC Red Category 6, 28 AWG, Patch Cables 3FT	eNet Components	19.00	\$5.23	\$99.37
8	CAT16HP4Z34 1IN JHOOK TO 4Z34 TO WIRE-ROD-FLANGE	Erico	50.00	\$4.69	\$234.50

9	31-388 IDEAL Pulling Lubercant 1 Quart	Erico	2.00	\$13.61	\$27.22
10	BR10010 10 OUTLETS 10FT CORD	Geist	6.00	\$149.66	\$897.96
11	7133800 UTP 23/4PR CAT6 GS6 PVC Blue General Cable	General Cable	4.00	\$244.90	\$979.60
12	CFPE2IWY Panduit Mini-Com Exec. Faceplate(2 port)	Panduit	4.00	\$2.79	\$11.16
13	CBX1IW-A Panduit Surface Mount Box Single Port IW GSA	Panduit	19.00	\$3.35	\$63.65
14	CPP24WBLV Panduit 24 port Snap In Patch Panel	Panduit	3.00	\$47.62	\$142.86
15	CJ688TGRD Panduit Mini-Com CAT 6 TX 6 Jack Red	Panduit	40.00	\$10.82	\$432.80

-WIREMOLD and CONDUIT MATERIAL-

16	AMS-CP-HARDWARE Cabling: Mounting Hardware	Cabling	5.00	\$50.00	\$250.00
17	SLK15L3LP Locking Device, Pre-Assembled Loop End Fitting, Wire	Erico	5.00	\$13.56	\$67.80
18	66774 3/4" Liquid Tight 90 Connector	Platt Electric	9.00	\$10.34	\$93.06
19	65992 3/4" Liquid Tight (Per ft Pricing)	Platt Electric	14.00	\$2.99	\$41.86
20	66773 3/4" Liquid Tight Connector	Platt Electric	9.00	\$4.30	\$38.70
21	65970 3/4" EMT 10' Pipe (Per 10ft Pricing)	Platt Electric	4.00	\$14.97	\$59.88
22	641064 3/4" EMT Connector	Platt Electric	20.00	\$2.99	\$59.80
23	SSP28 STI READY PUDDY PUTTY 24CU IN STICK	Specified Technologies, INC.	4.00	\$28.57	\$114.28
24	5474 Wiremold 5400 - Transition Fitting (Ivory)	Wiremold	7.00	\$18.71	\$130.97
25	297855 3/4" Single Gang RACO box	Platt Electric	10.00	\$6.80	\$68.00
26	295589 Single Gang RACO Cover	Platt Electric	10.00	\$1.44	\$14.40

27	AMS-CP-HARDWARE-MISC Miscellaneous Cabling Hardware Bucket truck	Cabling	20.00	\$50.00	\$1,000.00
28	84014 1G SS BLANK PLATE	Leviton Manufacturing Company, Inc.	20.00	\$3.58	\$71.60
29	PN10L08V Wiremold PN10 Surface Raceway Ivory 8'	Wiremold	32.00	\$24.49	\$783.68
30	PN10F17FV Wiremold PN10 Internal Elbow Ivory	Wiremold	24.00	\$1.85	\$44.40
31	PN10F11V Wiremold PN10 Flat 90 Ivory	Wiremold	24.00	\$1.85	\$44.40
32	PN10F18FV Wiremold PN10 External Elbow Ivory	Wiremold	12.00	\$1.85	\$22.20
33	PN10F21V Wiremold Entrance End Fitting	Wiremold	14.00	\$3.88	\$54.32
34	Pn10F15V Wiremold PN10 Tee Fitting	Wiremold	6.00	\$2.04	\$12.24
35	PSB1V Wiremold Junction Box Ivory	Wiremold	25.00	\$7.48	\$187.00
36	5474 Wiremold 5400 - Transition Fitting (Ivory)	Wiremold	4.00	\$16.33	\$65.32
37	PN10F86FV Wiremold PN10 Drop Ceiling Connector Ivory	Wiremold	10.00	\$2.67	\$26.70

Labor

38	AMS-CI-CT-PW Labor: Cabling - Prevailing Wage Install nineteen (19) Cameras.	AMS.NET	58.00	\$160.00	\$9,280.00
39	AMS-CI-CT-PW Labor: Cabling - Prevailing Wage Install eighteen (18) Cat.6 Network drops to new Camera locations. Install cable from existing IDF's terminate test and label. Extend PN10 from 5400 to new Cameras. In Historic Building run new Cat.6 in existing cable tray in classrooms. Install Raceway to new camera location. My existing Cable in Rm.524 for FCAM 050.	AMS.NET	96.00	\$160.00	\$15,360.00
40	AMS-CI-PM-FOC Labor: Project Manager - Cabling	AMS.NET	4.00	\$200.00	\$800.00

Shipping

41	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
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AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

Order Summary

Subtotal	\$32,298.47
Adjustment	\$0.00
Estimated Taxes	\$737.30
Total	\$33,035.77

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. Cisco and Meraki orders cannot be modified starting at 50 days prior to the current estimated ship date. Cisco and Meraki have a no return for credit RMA policy. Please make sure your order is accurate before AMS.NET places the order with the manufacturer. 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 access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.



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

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.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



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

Customer Price Quote

Customer

Alameda Unified School District
 2060 Challenger Dr
 Alameda CA, 94501-3246 US
 ATTN: Robyn Odell

Ship To

Alameda Unified School District
 2060 Challenger Dr
 Alameda, CA 94501-3246
 ATTN: Robyn Odell

Quote Description

Alameda HS - Camera Expansion Surveillance Rev 01

Quote #	#Q-00078519
Project #	101626
Modified	3/13/2024
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.	4/11/2024

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Verkada Camera Licenses					
1	LIC-5Y Verkada 5-Year Command Cloud License For Verkada Cameras	Verkada	13.00	\$629.30	\$8,180.90
2	LIC-CH52-5Y 5-Year CH52 Multisensor Camera License	Verkada	6.00	\$1,889.30	\$11,335.80

Verkada Cameras

3	CH52-1TBE-HW CH52 Outdoor Multi-sensor dome Camera, 1TB, 30 Days Max	Verkada	6.00	\$2,519.30	\$15,115.80
4	CF81-30E-HW CF81-E Fisheye Camera, 30 Days	Verkada	4.00	\$1,399.30	\$5,597.20

Verkada Camera Accessories

5	ACC-POE-60W Verkada PoE++ 60W Injector, GigE	Verkada	6.00	\$104.30	\$625.80
6	ACC-MNT-8 Verkada ACC-MNT-8 - camera pendant cap	Verkada	9.00	\$48.30	\$434.70

7	ACC-MNT-7 Angle Mount fisheye and dome cameras 30 degrees from wall for improved field of view	Verkada	8.00	\$104.30	\$834.40
8	ACC-MNT-CORNER-1 Corner Mount	Verkada	6.00	\$139.30	\$835.80
9	ACC-MNT-XLARM-1 Large Arm Mount (PTZ)	Verkada	9.00	\$111.30	\$1,001.70

Labor

10	AMS-NI-VS-CAMERA Labor: Single Image IP Camera Configuration (Mounting Not Included) Coming from Customer's Stock 4x CF81 3x CD52 2x CD52E	AMS.NET	13.00	\$250.00	\$3,250.00
11	AMS-NI-VS-CAMERA Labor: Multi Image IP Camera Configuration (Mounting Not Included)	AMS.NET	6.00	\$400.00	\$2,400.00
12	AMS-NI-PM-FOC Labor: Project Manager	AMS.NET	8.00	\$200.00	\$1,600.00

Shipping

13	AMS-FREIGHT Freight and Handling	None	1.00	\$578.00	\$578.00
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Order Summary

Subtotal	\$51,790.10
Adjustment	\$0.00
Estimated Taxes	\$3,715.57
Total	\$55,505.67

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. Cisco and Meraki orders cannot be modified starting at 50 days prior to the current estimated ship date. Cisco and Meraki have a no return for credit RMA policy. Please make sure your order is accurate before AMS.NET places the order with the manufacturer. 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 access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.



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

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.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____