

### AMS.NET, Inc.

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

# Customer Price Quote

Quote #	#Q-00068928
Project #	98978
Modified	2/16/2023
Account Mgr.	Thomas Vasconi
AM Phone	(925) 245-6128
AM Email	tvasconi@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	3/17/2023

## Customer

City of Merced 678 West 18th St Merced CA, 95340-4700 US ATTN: Jeff Bennyhoff

# **Ship To**

City of Merced Information Technology 678 W 18th St FI 1 Merced, CA 95340-4708 ATTN: Jeff Bennyhoff

# **Quote Description**

City of Merced - FOCUS - AVA

Merced FOCUS 2021092

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Clou	ud Connectors				
1	APP-2000-160-BT Appliance 2000 with 160TB net storage	Ava Security	3.00	\$21,000.00	\$63,000.00
2	AVA-SVCS-APP-W5YR-2000160BT Ava Warranty for A2000-160TB (Base-T)	Ava Security	3.00	\$3,150.00	\$9,450.00
Lice	enses	<u>'</u>			
LICC	,11303				
3	AWA-CLD-1Y Ava Aware License 1 year	Ava Security	75.00	\$107.40	\$8,055.00
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Cameras					
4	DOME-W-5MP Ava Dome Cloud Camera - 5MP, white	Ava Security	20.00	\$419.40	\$8,388.00
5	<b>360-W</b> Ava 360 Camera White. 9MP resolution. Al-powered pano camera, IR and advanced microphone array, indoor and outdoor, up to 10 year warranty with an active Aware license.	Ava Security	10.00	\$509.40	\$5,094.00

# Freight



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6	AMS-FREIGHT-DROPSHIP Freight	None	1.00	\$2,191.27	\$2,191.27
	3				

# Order Summary

Total	\$102,635.16
Estimated Taxes	\$6,456.89
Adjustment	\$0.00
Subtotal	\$96,178.27



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## **Terms and Conditions**

- 1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.
- 2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.
- 3. Items sold by AMS.NET. Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and itemlevel 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.
- 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 <a href="mailto:service@ams.net">service@ams.net</a> A copy of AMS.NET's full RMA policy is available for review online at <a href="mailto:www.ams.net/services/procurement-and-financing/">www.ams.net/services/procurement-and-financing/</a>

- 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 <a href="https://www.cisco.com/go/cloudterms">www.cisco.com/go/cloudterms</a> (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.

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.

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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 <a href="https://www.ams.net/services/procurement-and-financing/">www.ams.net/services/procurement-and-financing/</a>

Authorized Signature:	[	Date:		
Print Name:	Print Title:			