

**AGREEMENT TO PROVIDE ALCATEL-LUCENT NETWORK EQUIPMENT
AND SOFTWARE**

THIS AGREEMENT TO PROVIDE ALCATEL-LUCENT NETWORK EQUIPMENT AND SOFTWARE ("Agreement") is entered into by and between the CITY OF OCALA, a Florida municipal corporation ("City"), and PC SOLUTIONS & INTEGRATION, INC., a for-profit corporation duly organized and authorized to do business in the State of Florida (EIN: 65-0798706) ("Vendor").

R E C I T A L S :

WHEREAS, on September 23, 2021, the City of Ocala issued an Invitation to Bid ("ITB") for the provision of Alcatel-Lucent network equipment and software replacement, ITB No.: OFN/210753 (the "Solicitation"); and

WHEREAS, a total of three (3) firms responded to the Solicitation and, after consideration of price and other evaluation factors set forth in the Solicitation, the bid submitted by Vendor was found to be the lowest; and

WHEREAS, Vendor was chosen as the intended awardee to provide Alcatel-Lucent network equipment and software for the City ("Services").

NOW THEREFORE, in consideration of the foregoing recitals, the following mutual covenants and conditions, and other good and valuable consideration, City and Vendor agree as follows:

T E R M S O F A G R E E M E N T :

1. **RECITALS.** City and Vendor hereby represent, warrant, and agree that the Recitals set forth above are true and correct and are incorporated herein by reference.
2. **CONTRACT DOCUMENTS.** The contract documents which comprise the entire understanding between City and Vendor shall only include: (a) this Agreement; (b) those documents listed in this section as Exhibits to this Agreement; and (c) the City's Solicitation for the Project and the bid submitted by Vendor in response to same (the "Solicitation Documents"). Each of these documents are incorporated herein by reference for all purposes.

If there is a conflict between the terms of this Agreement and the Contract Documents, then the terms of this Agreement shall control, amend, and supersede any conflicting terms contained in the remaining Contract Documents.

A. **Exhibits to Agreement:** The Exhibits to this Agreement are as follows:

Exhibit A: Scope of Work (A-1)

Exhibit B: Price Proposal (B-1 through B-5)

Exhibit C: Vendor Proposal (C-1 through C-2)

If there is a conflict between the individual Exhibits regarding the scope of work to be performed, then any identified inconsistency shall be resolved by giving precedence in the following order: (1) Exhibit A, (2) Exhibit B, then (3) Exhibit C.

3. **SCOPE OF SERVICES.** Vendor shall provide all materials, labor, supervision, tools, accessories, equipment, permits, fees, certifications, and all other things necessary for Vendor to perform its obligations under this Agreement as set forth in the attached **Exhibit A - Scope of Work** and the Solicitation Documents. The Scope of Work may only be adjusted by written amendment executed by both parties.
4. **COMPENSATION.** City shall pay Vendor up to a maximum limiting amount of **ONE-HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$125,000)** (the "Contract Sum") as full and complete compensation for the timely and satisfactory provision of materials and services over the course of the Agreement Term in accordance with the Contract Documents and unit pricing set forth in the attached **Exhibit B – Pricing Proposal**. The allowability of compensation sought under this Contract is expressly made subject to the terms of this Contract, and any pertinent Federal and State law.
 - A. **Pricing.** Vendor shall be compensated in accordance with the pricing schedule set forth in the attached **Exhibit B – Price Proposal**. The quantities set forth in **Exhibit B – Price Proposal** are estimated based upon past annual usage and **are not** guaranteed minimums. Vendor acknowledges and agrees that in the event tariff costs decrease over the course of the Contract Term, Vendor shall reduce the pricing schedule by the amount of the reduced tariffs. Any other pricing adjustments must be requested and agreed upon in writing by both parties. Requests for price adjustments shall include tariff information/justification.
 - B. **Invoice Submission.** All invoices submitted by Vendor shall include the City Contract Number, an assigned Invoice Number, and an Invoice Date. Vendor shall submit the original invoice through the responsible City Project Manager at: **City of Ocala, Ocala Fiber Network**, Attn: **Kenneth Jamerson**, E-mail: kjamerson@ocalafl.org. **Vendor is required to provide complete written manufacturers' warranties to the responsible City Project Manager before final payment will be authorized.**
 - C. **Payment of Invoices by City.** The City Project Manager must review and approve all invoices prior to payment. City Project Manager's approval shall not be unreasonably withheld, conditioned, or delayed. Payments by City shall be made no later than the time periods established in section 218.735, Florida Statutes.
 - D. **Withholding of Payment.** City reserves the right to withhold, in whole or in part, payment for any and all work that: (i) has not been completed by Vendor; (ii) is inadequate or defective

and has not been remedied or resolved in a manner satisfactory to the City Project Manager; or (iii) which fails to comply with any term, condition, or other requirement under this Agreement. Any payment withheld shall be released and remitted to Vendor within **THIRTY (30)** calendar days of the Vendor's remedy or resolution of the inadequacy or defect.

E. **Excess Funds.** If due to mistake or any other reason Vendor receives payment under this Agreement in excess of what is provided for by the Agreement, Vendor shall promptly notify City upon discovery of the receipt of the overpayment. Any overpayment shall be refunded to City within **THIRTY (30)** days of Vendor's receipt of the overpayment or must also include interest calculated from the date of the overpayment at the interest rate for judgments at the highest rate as allowed by law.

F. **Tax Exemption.** City is exempt from all federal excise and state sales taxes (State of Florida Consumer's Certification of Exemption 85-8012621655C-9). The City's Employer Identification Number is 59-60000392. Vendor shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the City, nor will Vendor be authorized to use City's Tax Exemption Number for securing materials listed herein.

5. **EFFECTIVE DATE AND TERM.** This Agreement shall become effective and commence on **NOVEMBER 3, 2021** and continue for a term of **ONE (1)** year, through and including **NOVEMBER 2, 2022**. This Agreement may only be renewed upon written consent between City and Vendor. This Agreement may be renewed for **ONE (1)** additional, **ONE-YEAR (1-YEAR)** period by written consent between City and Vendor.

6. **FORCE MAJEURE.** Neither party shall be liable for delay, damage, or failure in the performance of any obligation under this Agreement if such delay, damage, or failure is due to causes beyond its reasonable control, including without limitation: fire, flood, strikes, pandemics, labor disputes, acts of war, acts of nature, terrorism, civil unrest, judicial orders, decrees or governmental restrictions, judicial orders, decrees or restrictions, or any other like reason which is beyond the control of the respective party ("Force Majeure").

A. The party affected by any event of force majeure shall use reasonable efforts to remedy, remove, or mitigate such event and the effects thereof with all reasonable dispatch.

B. The party affected by force majeure shall provide the other party with full particulars thereof including, but not limited to, the nature, details, and expected duration thereof, as soon as it becomes aware.

C. When force majeure circumstances arise, the parties shall negotiate in good faith any modifications of the terms of this Agreement that may be necessary or appropriate in order to arrive at an equitable solution. Vendor performance shall be extended for a number of

days equal to the duration of the force majeure. Vendor shall be entitled to an extension of time only and, in no event, shall Vendor be entitled to any increased costs, additional compensation, or damages of any type resulting from such force majeure delays.

7. **INSPECTION AND ACCEPTANCE OF THE WORK.** Vendor shall report its progress to the City Project Manager as set forth herein. All services, work, and materials provided by Vendor under this Agreement shall be provided to the satisfaction and approval of the Project Manager.
 - A. The Project Manager shall decide all questions regarding the quality, acceptability, and/or fitness of materials furnished, or workmanship performed, the rate of progress of the work, the interpretation of the plans and specifications, and the acceptable fulfillment of the Agreement, in his or her sole discretion, based upon both the requirements set forth by City and the information provided by Vendor in its Proposal. The authority vested in the Project Manager pursuant to this paragraph shall be confined to the direction or specification of what is to be performed under this Agreement and shall not extend to the actual execution of the work.
 - B. Neither the Project Manager's review of Vendor's work nor recommendations made by Project Manager pursuant to this Agreement will impose on Project Manager any responsibility to supervise, direct, or control Vendor's work in progress or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident Vendor's furnishing and performing the work.

8. **TERMINATION AND DEFAULT.** Either party, upon determination that the other party has failed or refused to perform or is otherwise in breach of any obligation or provision under this Agreement or the Contract Document, may give written notice of default to the defaulting party in the manner specified for the giving of notices herein. Termination of this Agreement by either party for any reason shall have no effect upon the rights or duties accruing to the parties prior to termination.
 - A. **Termination by City for Cause.** City shall have the right to terminate this Agreement immediately, in whole or in part, upon the failure of Vendor to carry out any obligation, term, or condition of this Agreement. City's election to terminate the Agreement for default shall be communicated by providing Vendor written notice of termination in the manner specified for the giving of notices herein. Any notice of termination given to Vendor by City shall be effective immediately, unless otherwise provided therein, upon the occurrence of any one or more of the following events:
 - (1) Vendor fails to timely and properly perform any of the services set forth in the specifications of the Agreement;

- (2) Vendor provides material that does not meet the specifications of the Agreement;
 - (3) Vendor fails to complete the work required within the time stipulated in the Agreement;
or
 - (4) Vendor fails to make progress in the performance of the Agreement and/or gives City reason to believe that Vendor cannot or will not perform to the requirements of the Agreement.
- B. **Vendor's Opportunity to Cure Default.** City may, in its sole discretion, provide Vendor with an opportunity to cure the violations set forth in City's notice of default to Vendor. Vendor shall commence to cure the violations immediately and shall diligently and continuously prosecute such cure to completion within a reasonable time as determined by City. If the violations are not corrected within the time determined to be reasonable by City or to the reasonable satisfaction of City, City may, without further notice, declare Vendor to be in breach of this Agreement and pursue all remedies available at law or equity, to include termination of this Agreement without further notice.
- C. **City's Remedies Upon Vendor Default.** In the event that Vendor fails to cure any default under this Agreement within the time period specified in this section, City may pursue any remedies available at law or equity, including, without limitation, the following:
- (1) City shall be entitled to terminate this Agreement without further notice;
 - (2) City shall be entitled to hire another vendor to complete the required work in accordance with the needs of City;
 - (3) City shall be entitled to recover from Vendor all damages, costs, and attorney's fees arising from Vendor's default prior to termination; and
 - (4) City shall be entitled to recovery from Vendor any actual excess costs by: (i) deduction from any unpaid balances owed to Vendor; and (ii) any other remedy as provided by law.
- D. **Termination for Non-Funding.** In the event that budgeted funds to finance this Agreement are reduced, terminated, or otherwise become unavailable, City may terminate this Agreement upon written notice to Vendor without penalty or expense to City. City shall be the final authority as to the availability of budgeted funds.
- E. **Termination for Convenience.** City reserves the right to terminate this Agreement in whole or in part at any time for the convenience of City without penalty or recourse. The Project Manager shall provide written notice of the termination. Upon receipt of the notice, Vendor shall immediately discontinue all work as directed in the notice, notify all subcontractors of the effective date of the termination, and minimize all further costs to City including, but

not limited to, the placing of any and all orders for materials, facilities, or supplies, in connection with its performance under this Agreement. Vendor shall be entitled to receive compensation solely for: (1) the actual cost of the work completed in conformity with this Agreement; and/or (2) such other costs incurred by Vendor as permitted under this Agreement and approved by City.

9. **WARRANTY.** Vendor warrants that all goods furnished under this Agreement, whether manufactured or fabricated by Vendor or a third party shall be new and of the type and quality required in accordance with the Contract Documents. Vendor guarantees that all switches provided under this Agreement by Vendor to City shall have a lifetime break-fix warranty. Vendor shall repair or replace any damaged or defective product covered under its lifetime break-fix warranty and provide City with the repaired or replaced product within **FORTY-EIGHT (48) HOURS** of receipt. Any and all written manufacturers' warranties for materials supplied must be provided to the City's Project Manager before final payment will be authorized.
10. **PERFORMANCE EVALUATION.** At the end of the contract, City may evaluate Vendor's performance. Any such evaluation will become public record.
11. **NOTICE REGARDING FAILURE TO FULFILL AGREEMENT.** Any vendor who enters into an Agreement with the City of Ocala and fails to complete the contract term, for any reason, shall be subject to future bidding suspension for a period of **ONE (1)** year and bid debarment for a period of up to **THREE (3)** years for serious contract failures.
12. **VENDOR REPRESENTATIONS.** Vendor expressly represents that:
 - A. Vendor has read and is fully familiar with all the terms and conditions of this Agreement, the Contract Documents, and other related data and acknowledges that they are sufficient in scope and detail to indicate and convey understanding of all terms and conditions of the work to be performed by Vendor under this Agreement.
 - B. Vendor has disclosed, in writing, all known conflicts, errors, inconsistencies, discrepancies, or omissions discovered by Vendor in the Contract Documents, and that the City's written resolution of same is acceptable to Vendor.
 - C. Vendor is familiar with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement whatsoever.
 - D. **Public Entity Crimes.** Neither Vendor, its parent corporations, subsidiaries, members, shareholders, partners, officers, directors or executives, nor any of its affiliates, contractors, suppliers, subcontractors, or consultants under this Agreement have been placed on the convicted vendor list following a conviction of a public entity crime. Vendor understands that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes, is "a violation

of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States..." Vendor further understands that any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime: (1) may not submit a bid, proposal, or reply on a contract: (a) to provide any goods or services to a public entity; (b) for the construction or repair of a public building or public work; or (c) for leases of real property to a public entity; (2) may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and (3) may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

13. **VENDOR RESPONSIBILITIES.** Except as otherwise specifically provided for in this Agreement, the following provisions are the responsibility of the Vendor:
 - A. Vendor shall competently and efficiently supervise, inspect, and direct all work to be performed under this Agreement, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the work in accordance with the Contract Documents.
 - B. Vendor shall be solely responsible for the means, methods, techniques, sequences, procedures, and safety precautions or programs incident thereto.
 - C. Vendor shall be responsible to see that the finished work complies accurately with the contract and the intent thereof.
 - D. Vendor shall comply with all local, state, and Federal laws, regulations, and ordinances which may affect cost, progress, or its performance under this Agreement, and be responsible for all costs associated with same.
 - E. Vendor shall continue its performance under this Agreement during the pendency of any dispute or disagreement arising out of or relating to this Agreement, except as Vendor and City may otherwise agree in writing.

14. **NO EXCLUSIVITY.** It is expressly understood and agreed by the parties that this is not an exclusive agreement. Nothing in this Agreement shall be construed as creating any exclusive arrangement with Vendor or as prohibit City from either acquiring similar, equal, or like goods and/or services or from executing additional contracts with other entities or sources.

15. **COMMERCIAL AUTO LIABILITY INSURANCE.** Vendor has submitted, and the City has approved, a Waiver for the City's commercial automobile liability insurance requirements for all automobiles owned, non-owned, hired, and scheduled by Vendor on the grounds that Vendor

certifies that all services will be provided on Vendor's premises and/or all items purchased by the City will be delivered by common carrier and at no time will Vendor or its employees be on City premises for delivery or installation purposes.

16. **GENERAL LIABILITY INSURANCE.** Vendor has submitted, and the City has approved, a Waiver for the City's general liability insurance requirements for bodily injury, property damage, personal and advertising injury, products and completed operations, and contractual liability on the grounds that Vendor certifies that all services will be provided on Vendor's premises and/or all items purchased by the City will be delivered by common carrier and at no time will Vendor or its employees be on City premises for delivery or installation purposes.
17. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY.** Vendor shall procure and maintain, for the life of this Agreement, Workers' Compensation insurance and employer's liability insurance in amounts required by applicable statutes. Vendor shall ensure any and all subcontractors have coverage as required by applicable statutes. City requires policies under this section to be endorsed to waive the insurer's right to subrogate against City and its officials, employees, volunteers by including a Waiver of Our Right to Recover from Others Endorsement (WC 00 03 13). Exceptions and exemptions may be allowed by City's HR/Risk Director, so long as they are in accordance with Florida Statute.
18. **MISCELLANEOUS INSURANCE PROVISIONS.**
 - A. Insurance Requirements. These insurance requirements shall not relieve or limit the liability of Vendor. No insurance is provided by the City under this contract to cover Vendor. **No work shall be commenced under this contract until Vendor's Insurance Waiver Certification has been provided.** Work shall not continue after expiration (or cancellation) of any applicable Certificates of Insurance and shall not resume until new Certificate(s) of Insurance have been provided (as applicable).
 - B. Deductibles. Vendor is responsible for the amount of any deductible or self-insured retention (as applicable). Vendor's deductibles/self-insured retentions shall be disclosed to the City and may be disapproved by City.
 - C. Certificates of Insurance. Vendor shall provide a Certificate of insurance (as applicable), issued by an agency authorized to do business in the State of Florida and with an A.M. Best rating* of at least an A, showing the "City of Ocala" as an Additional Insured. Shown on the certificate at the certificate holder should be: **City of Ocala, Contracting Department, Third Floor, 110 SE Watula Avenue, Ocala, FL 34471, E-Mail: vendors@ocalafl.org.** Any applicable renewal certificates must also be forwarded to the Contracting Department prior to the policy expiration. **TEN (10)** days written notice must be provided to the City in the event of cancellation.

- D. *Non-rated insurers must be pre-approved by the City Risk Manage
- E. Failure to Maintain Coverage. In the event Vendor fails to disclose any applicable deductible/self-insured retention or obtain or maintain in full force and effect any insurance coverage required to be obtained by Vendor under this Agreement, Vendor shall be considered to be in default of this Agreement

19. **NON-DISCRIMINATORY EMPLOYMENT PRACTICES.** During the performance of the contract, Vendor shall not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, sexual orientation, gender identity, marital or domestic partner status, familial status, or veteran status and shall take affirmative action to ensure that an employee or applicant is afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation and selection for training or retraining, including apprenticeship and on-the-job training.
20. **SUBCONTRACTORS.** Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by City or its representatives to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, nor shall it create any obligation on the part of City or its representatives to pay or seek payment of any monies to any subcontractor of Vendor or any other persons or organizations having a direct contract with Vendor, except as may otherwise be required by law. City shall not be responsible for the acts or omissions of any vendor, subcontractor, or of any of their agents or employees.
21. **DELAYS AND DAMAGES.** The Vendor agrees to make no claim for extra or additional costs attributable to any delays, inefficiencies, or interference in the performance of this contract occasioned by any act or omission to act by the City except as provided in the Agreement. The Vendor also agrees that any such delay, inefficiency, or interference shall be compensated for solely by an extension of time to complete the performance of the work in accordance with the provision in the standard specification.
22. **INDEPENDENT CONTRACTOR STATUS.** Vendor acknowledges and agrees that under this Agreement, Vendor and any agent or employee of Vendor shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which it performs the services and work required under this Agreement. Neither Vendor nor its agents or employees shall represent or hold themselves out to be employees of City at any time. Neither Vendor nor its agents or employees shall have employee status with City. Nothing in this Agreement shall constitute or be construed to create any intent on the part of either party to create an agency relationship, partnership, employer-employee relationship, joint venture relationship, or any other relationship which would allow City to exercise control or discretion

over the manner or methods employed by Vendor in its performance of its obligations under this Agreement.

23. **ACCESS TO FACILITIES.** City shall provide Vendor with access to all City facilities as is reasonably necessary for Vendor to perform its obligations under this Agreement.
24. **ASSIGNMENT.** Neither party may assign its rights or obligations under this Agreement to any third party without the prior express approval of the other party, which shall not be unreasonably withheld.
25. **RIGHT OF CITY TO TAKE OVER CONTRACT.** Should the work to be performed by Vendor under this Agreement be abandoned, or should Vendor become insolvent, or if Vendor shall assign or sublet the work to be performed hereunder without the written consent of City, the City Project Manager shall have the power and right to hire and acquire additional men and equipment, supply additional material, and perform such work as deemed necessary for the completion of this Agreement. Under these circumstances, all expenses and costs actually incurred by City to accomplish such completion shall be credited to City along with amounts attributable to any other elements of damage and certified by the Project Manager. The Project Manager's certification as to the amount of such liability shall be final and conclusive.
26. **PUBLIC RECORDS.** Vendor shall comply with all applicable provisions of the Florida Public Records Act, Chapter 119, Florida Statutes. Specifically, Vendor shall:
 - A. Keep and maintain public records required by the public agency to perform the service.
 - B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Vendor does not transfer the records to the public agency.
 - D. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of Vendor or keep and maintain public records required by the public agency to perform the service. If Vendor transfers all public records to the public agency upon completion of the contract, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of the contract, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must

be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: CITY OF OCALA, OFFICE OF THE CITY CLERK; 352-629-8266; E-mail: clerk@ocalafl.org; City Hall, 110 SE Watula Avenue, Ocala, FL 34471.

27. **AUDIT.** Vendor shall comply and cooperate immediately with any inspections, reviews, investigations, or audits relating to this Agreement as deemed necessary by the Florida Office of the Inspector General, the City's Internal or External auditors or by any other Florida official with proper authority.
28. **PUBLICITY.** Vendor shall not use City's name, logo, seal or other likeness in any press release, marketing materials, or other public announcement without City's prior written approval.
29. **E-VERIFY.** In accordance with Executive Order 11-116, Vendor shall utilize the U.S. Agency of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement. Vendor shall also require all subcontractors performing work under this Agreement to utilize the E-Verify system for any employees they may hire during the term of this Agreement.
30. **CONFLICT OF INTEREST.** Vendor is required to have disclosed, with the submission of their bid, the name of any officer, director, or agent who may be employed by the City. Vendor shall further disclose the name of any City employee who owns, directly or indirectly, any interest in Vendor's business or any affiliated business entity. Any additional conflicts of interest that may occur during the contract term must be disclosed to the City of Ocala Procurement Department.
31. **WAIVER.** The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder. Any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any circumstance shall, of itself, entitle such party to any other or further notice

or demand in similar or other circumstances.

32. **SEVERABILITY OF ILLEGAL PROVISIONS.** Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under the applicable law. Should any portion of this Agreement be declared invalid for any reason, such declaration shall have no effect upon the remaining portions of this Agreement.
33. **INDEMNITY.** Vendor shall indemnify City and its elected officials, employees and volunteers against, and hold City and its elected officials, employees and volunteers harmless from, all damages, claims, losses, costs, and expenses, including reasonable attorneys' fees, which City or its elected officials, employees or volunteers may sustain, or which may be asserted against City or its elected officials, employees or volunteers, arising out of the activities contemplated by this Agreement including, without limitation, harm or personal injury to third persons during the term of this Agreement to the extent attributable to the actions of Vendor, its agents, and employees.
34. **NO WAIVER OF SOVEREIGN IMMUNITY.** Nothing herein is intended to waive sovereign immunity by the City to which sovereign immunity may be applicable, or of any rights or limits of liability existing under Florida Statute § 768.28. This term shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until any proceeding brought under this Agreement is barred by any applicable statute of limitations.
35. **NOTICES.** All notices, certifications or communications required by this Agreement shall be given in writing and shall be deemed delivered when personally served, or when received if by facsimile transmission with a confirming copy mailed by registered or certified mail, postage prepaid, return receipt requested. Notices can be concurrently delivered by e-mail. All notices shall be addressed to the respective parties as follows:

If to Vendor:

PC Solutions & Integration, Inc.

Attention: Robert Boush

4937 SW 75th Avenue

Miami, FL 33155

Phone: 305-667-0633

E-mail: sales@pcsusa.net

If to City of Ocala:

Tiffany Kimball, Contracting Officer
110 SE Watula Avenue, 3rd Floor
Ocala, Florida 34471
Phone: 352-629-8366 Fax: 352-690-2025
E-mail: tkimball@ocalafl.org

Copy to:

Robert W. Batsel, Jr.
Gilligan, Gooding, Batsel & Anderson, P.A.
1531 SE 36th Avenue
Ocala, Florida 34471
Phone: 352-867-7707 Fax: 352-867-0237
E-mail: rbatsel@ocalalaw.com

36. **ATTORNEYS' FEES.** If any civil action, arbitration or other legal proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provision of this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees, sales and use taxes, court costs and all expenses reasonably incurred even if not taxable as court costs (including, without limitation, all such fees, taxes, costs and expenses incident to arbitration, appellate, bankruptcy and post-judgment proceedings), incurred in that civil action, arbitration or legal proceeding, in addition to any other relief to which such party or parties may be entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, administrative costs, sales and use taxes and all other charges reasonably billed by the attorney to the prevailing party.
37. **JURY WAIVER.** IN ANY CIVIL ACTION, COUNTERCLAIM, OR PROCEEDING, WHETHER AT LAW OR IN EQUITY, WHICH ARISES OUT OF, CONCERNS, OR RELATES TO THIS AGREEMENT, ANY AND ALL TRANSACTIONS CONTEMPLATED HEREUNDER, THE PERFORMANCE HEREOF, OR THE RELATIONSHIP CREATED HEREBY, WHETHER SOUNDING IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, TRIAL SHALL BE TO A COURT OF COMPETENT JURISDICTION AND NOT TO A JURY. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY. NEITHER PARTY HAS MADE OR RELIED UPON ANY ORAL REPRESENTATIONS TO OR BY ANY OTHER PARTY REGARDING THE ENFORCEABILITY OF THIS PROVISION. EACH PARTY HAS READ AND

UNDERSTANDS THE EFFECT OF THIS JURY WAIVER PROVISION.

38. **GOVERNING LAW.** This Agreement is and shall be deemed to be a contract entered and made pursuant to the laws of the State of Florida and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of Florida.
39. **JURISDICTION AND VENUE.** The parties acknowledge that a majority of the negotiations, anticipated performance and execution of this Agreement occurred or shall occur in Marion County, Florida. Any civil action or legal proceeding arising out of or relating to this Agreement shall be brought only in the courts of record of the State of Florida in Marion County or the United States District Court, Middle District of Florida, Ocala Division. Each party consents to the exclusive jurisdiction of such court in any such civil action or legal proceeding and waives any objection to the laying of venue of any such civil action or legal proceeding in such court and/or the right to bring an action or proceeding in any other court. Service of any court paper may be effected on such party by mail, as provided in this Agreement, or in such other manner as may be provided under applicable laws, rules of procedures or local rules.
40. **REFERENCE TO PARTIES.** Each reference herein to the parties shall be deemed to include their successors, assigns, heirs, administrators, and legal representatives, all whom shall be bound by the provisions hereof.
41. **MUTUALITY OF NEGOTIATION.** Vendor and City acknowledge that this Agreement is a result of negotiations between Vendor and City, and the Agreement shall not be construed in favor of, or against, either party because of that party having been more involved in the drafting of the Agreement.
42. **SECTION HEADINGS.** The section headings herein are included for convenience only and shall not be deemed to be a part of this Agreement.
43. **RIGHTS OF THIRD PARTIES.** Nothing in this Agreement, whether express or implied, is intended to confer any rights or remedies under or because of this Agreement on any persons other than the parties hereto and their respective legal representatives, successors and permitted assigns. Nothing in this Agreement is intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provision give any third persons any right of subrogation or action over or against any party to this Agreement.
44. **AMENDMENT.** No amendment to this Agreement shall be effective except those agreed to in writing and signed by both parties to this Agreement.
45. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

- 46. **ELECTRONIC SIGNATURE(S).** Vendor, if and by offering an electronic signature in any form whatsoever, will accept and agree to be bound by said electronic signature to all terms and conditions of this Agreement. Further, a duplicate or copy of the Agreement that contains a duplicated or non-original signature will be treated the same as an original, signed copy of this original Agreement for all purposes.
- 47. **ENTIRE AGREEMENT.** This Agreement, including exhibits, (if any) constitutes the entire Agreement between the parties hereto with respect to the subject matter hereof. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the Parties, except to the extent reference is made thereto in this Agreement. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. No representations, understandings, or agreements have been made or relied upon in the making of this Agreement other than those specifically set forth herein.
- 48. **LEGAL AUTHORITY.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on _____.

ATTEST:

CITY OF OCALA

 Angel B. Jacobs
 City Clerk

 Justin Grabelle
 City Council President

Approved as to form and legality:

PC SOLUTIONS & INTEGRATION, INC.

Robert W. Batsel, Jr.

 Robert W. Batsel, Jr.
 City Attorney

David J. Mednick

 Signature

PC Solutions & Integration, Inc.

 Printed Name

VP

 Title

BACKGROUND

1. The City of Ocala requires a vendor to provide Alcatel Lucent hardware and software as described herein and in **Exhibit B – Price Proposal**.
2. The City's main core Alcatel network/internal switches and associated equipment are nearing end of life and require a network refresh. The purchase of network/internal switches and associated equipment will ensure system reliability as well as redundancy in the Ocala fiber network. The hardware and software will be deployed throughout the network to accommodate future growth and increased network bandwidth needs.

WARRANTY

1. All switches must have a lifetime warranty. This is break/fix warranty. If a device breaks, the City will send it to the vendor for a replacement. The City expects the replacement in 48 hours or less.
2. Vendor must provide complete manufacturers' warranties to City of Ocala Project Manager before payment will be authorized.

CONTRACT TERM

1. **Term:** The resulting contract will be for an initial term of **one (1) year**.
2. **Renewal:** One (1) optional, one-year renewal term.
3. **Escalation/De-Escalation:** Either party may request a price adjustment based on tariff increases or decreases. Price adjustments must be requested and agreed upon in writing by both parties. Requests for price adjustments shall include tariff information/justification.

INVOICING

1. All original invoices will be sent to: Kenneth Jamerson, Project Manager, Ocala Fiber Network, 1805 NE 30th Avenue, Building 500, Ocala, FL 34470, kjamerson@ocalafl.org.

PRICING AND AWARD

1. Bidder must upload a completed Price Proposal with their response.
2. The quantities in Price Proposal are estimated based upon past annual usage and should not be construed as guaranteed minimums.
3. Price Proposal will be received on a unit price basis.
4. The City reserves the right to award to a single vendor based on the lowest total bid amount (or) to award to multiple vendors based on the lowest price per item in the best interest of the City.

	Bidder name	Bidder Location
	PC Solutions & Integration, Inc.	Miami, FL

INITIAL CONTRACT TERM PRICING

ITEM	NAME	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
1	OS6465-P6	Hardened GigE fan-less switch. 4x10/100/1000 RJ-45 PoE+ (2x60W PoE), 2x100/1000 Base-X SFP,RS-232 Console, Alarm relay: 1 In 1 out & USB port. Includes user manual, access card & TS-35/7.5 /15 DIN rail mounting hardware. Order Power Supply separately.	EA	10	\$ 1,039.08	\$ 10,390.80
2	OS6465-P12	Hardened GigE fan-less switch. 8x10/100/1000 Base-T RJ-45 PoE+ (4x60W PoE), 4x100/1000 Base-X SFP,RS-232 Console, Alarm relay:1 In 1 out & USB port.Includes user manual access card & TS-35/7.5 or 15 DIN rail mounting hardware. PSU to be ordered separately	EA	150	\$ 1,286.74	\$ 193,011.00
3	OS6465-BPR-US	Modular load sharing 180 W AC backup power supply for OS6465-P28. Provides system & PoE power to one OS6465-P28 switch. Autoranging 90VAC - 260VAC. Includes United States Power Cord	EA	10	\$ 540.38	\$ 5,403.80
4	OS6865-U28X-US	OS6865-U28X Hardened Gigabit Ethernet L3 1RU chassis.20 100/1000 BaseX SFP, 4 SFP+, 4x75W PoE capable 10/100/1000 BaseT PoE+, RS-232 Console,USB, 2x20G VFL/stacking ports. Includes AC PSU, power cord, user manuals access card, 19" rack mount kit	EA	13	\$ 5,252.67	\$ 68,284.71
5	OS6865-BP-US	OS6865-BP modular 180 W AC backup power supply. Provides system and PoE power to one OS6865 switch. Ships with country specific power cord and power-supply-to-chassis connection cable.	EA	13	\$ 540.38	\$ 7,024.94
6	OS6865-P16X-US	OS6865-P16X Hardened Gigabit Ethernet L3 chassis 12 RJ45 10/100/1000 BaseT PoE+ ports (4 are 75W PoE capable) 2x1000BaseX SFP, 2 SFP+, RS232 Console, USB ports. Includes AC PSU, US power cord, user manuals access card, power shelf, 19 rack mount kit	EA	10	\$ 3,247.39	\$ 32,473.90
7	OS6865-U12X-US	OS6865-U12X Hardened Gigabit Ethernet L3 chassis 4 100/1000 BaseX SFP, 2 1000 BaseX SFP, 4 10/100/1000 BaseT PoE+ ports(75W PoE), 2 SFP+, RS-232 Console, USB ports. Includes AC PSU, country specific power cord, user manuals access card, 19" rack mount kit	EA	10	\$ 3,049.01	\$ 30,490.10
8	OS6860E-U28-US	OS6860E-U28 GigE L3 chassis with 28x 100/1000 Base-X SFP ports, 4 fixed SFP+ 1G/10G) ports, 2 stack ports, Enhanced network services, 1xAC power supply, country specificpower cord, Advanced Routing SW. Redundant power ordered separately.	EA	30	\$ 3,940.67	\$ 118,220.10
9	OS6860E-24-US	OS6860E-24 GigE L3 chassis with 24 10/100/1000 RJ-45, 4 fixed SFP+ 1G/10G) ports, 2 stack ports, Enhanced network services, 1xAC power supply, country specific power cord, Advanced Routing SW, mounting HW. Redundant power ordered separately	EA	10	\$ 2,626.98	\$ 26,269.80
10	OS6860E-48-US	OS6860E-48 GigE L3 chassis with 48 10/100/1000 RJ-45, 4 fixed SFP+ 1G/10G) ports, 2 stack ports, Enhanced networkservices, 1xAC power supply,country specific power cord, Advanced Routing SW, mounting HW. Redundant power ordered separately	EA	10	\$ 4,256.98	\$ 42,569.80
11	OS6860N-U28-US	GigE L3 1RU chassis with 24 100/1000 BaseX SFP, 4 1G/10G SFP+, 4 SFP28 (1G/10G/25G) ports and 2 QSFP28 VFL ports. All ports except VFL are MACsec capable. Includes AC PS,country-specific power cord, 19in rack-mount kit and micro-USB-to-USB console cable	EA	10	\$ 5,103.15	\$ 51,031.50
12	QSFP-100G-C1M	100 Gigabit direct attached copper cable (1m, QSFP28)	EA	5	\$ 208.49	\$ 1,042.45
13	OS-SW-MACSEC	Site license to enable MACSec on applicable OS6465, OS6560, OS6860, OS6865, OS6900, OS9900 models. One license per customer at no cost.	EA	1	\$ 1.00	\$ 1.00
14	OS6860NPH48M-US	OS6860N-P48M:Multi-GigE L3 1 RU chassis with 36 10/100/1G/2.5G BaseT 95W bt PoE, 12 100/1G/2.5G/5G/10G BaseT 95W bt PoE, uplink slot and 2 QSFP28 VFL ports.Includes 600W AC PS, power cord, 19 rack-mount kit and a micro-USB-to-USB console cable	EA	10	\$ 6,543.21	\$ 65,432.10
15	OS6860E-P24Z8US	OS6860E-P24Z8 Multi-Gigabit L3 chassis with 16 PoE+ 10/100/1000 RJ45, 8 multi-gig PoE+ 75W PoE), 4-fixed SFP+ 1G/10G) ports, 2stack ports, Enhanced network services, 1xAC power supply, power cord, AR SW. Redundant power ordered separately	EA	10	\$ 4,658.38	\$ 46,583.80
16	OS6860-BP-PH-US	OS6860-BP-PH-US OS6860-BP-PH modular 600W AC PoE backup power supply. Provides system and PoE backup power to one PoE OS6860 or OS6860E switch. Ships with country specific power cord	EA	10	\$ 525.64	\$ 5,256.40
17	OS6860-CBL-100	OS6860 20 Gigabit direct attached stacking copper cable 1m, QSFP+)	EA	6	\$ 208.49	\$ 1,250.94



Bidder name	Bidder Location
PC Solutions & Integration, Inc.	Miami, FL

INITIAL CONTRACT TERM PRICING

ITEM	NAME	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
18	OS6465T-12-US	OS6465T-12 GigE chassis. 8 RJ45 10/100/1000 BaseT, 2 Gig combo, 2 SFP ports. 1RU x 1/2 rack, internal AC PSU. Includes a country specific power cord, manuals/SW access card, RJ45-DB9 adaptor. Mounting kits and rubber tabletop feet to be ordered separately	EA	50	\$ 543.34	\$ 27,167.00
19	OS6465T-P12-US	OS6465T-P12 GigE chassis. 8 RJ45 10/100/1000 BaseT PoE+, 2 Gig combo, 2 SFP ports. 1RU x 1/2 rack, internal AC PSU. Includes a country specific power cord, manuals/SW access card, RJ45-DB9 adaptor. Mounting kits and rubber tabletop feet ordered separately	EA	10	\$ 692.02	\$ 6,920.20
20	OS6360-10-US	OS6360-10 GigE fixed chassis 8 RJ-45 10/100/1G BaseT, 2 10/100/1G BaseT, 2 fixed SFP (1G) uplink ports. 1RU size, internal AC power supply. Includes US power cord, guides. Order 19" rack mount kit separately.	EA	10	\$ 337.37	\$ 3,373.70
21	OS6360-48-US	OS6360-48 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed RJ45/SFP combo (1G), 2 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, internal AC power supply. Includes US power cord, guides, and 19" rack mount hardware.	EA	10	\$ 803.22	\$ 8,032.20
22	OS6360-24-US	OS6360-24 GigE fixed chassis 24 RJ-45 10/100/1G BaseT, 2 fixed RJ45/SFP combo (1G), 2 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, internal AC power supply. Includes US power cord, guides, and 19" rack mount hardware.	EA	10	\$ 441.40	\$ 4,414.00
23	OS6360-P10-US	OS6360-P10 GigE fixed chassis 8 RJ-45 PoE 10/100/1G BaseT, 2 10/100/1G BaseT, 2 fixed SFP (1G) uplink ports. 1RU size, internal AC power supply (120W PoE budget) Includes US power cord, guides. Order 19" rack mount kit separately.	EA	10	\$ 466.26	\$ 4,662.60
24	OS6360-P24X-US	OS6360-P24X GigE fixed chassis 24 RJ-45 PoE 10/100/1G BaseT, 2 fixed RJ45/SFP combo (1G/10G), 2 fixed SFP+ (1G) uplink or 10G stacking ports. 1RU size, internal AC PSU (380 budget). Includes US power cord, guides, and 19" rack mount hardware.	EA	10	\$ 1,338.54	\$ 13,385.40
25	OS6360-P48X-US	OS6360-P48X GigE fixed chassis 48 RJ-45 PoE 10/100/1G BaseT, 2 fixed RJ45/SFP combo (1G/10G), 2 fixed SFP+ (1G) uplink or 10G stacking ports. 1RU size, internal AC PSU (760W budget). Includes US power cord, guides, and 19" rack mount hardware.	EA	10	\$ 2,000.66	\$ 20,006.60
26	OS6560-X10-US	OS6560-X10 10GigE fixed chassis 8 SFP+ 10GigE, 2 QSFP+ (20G) stacking ports. 1RU size, internal AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 2,189.35	\$ 21,893.50
27	OS6560-BP-US	OS6560-BP-US OS6560-BP modular 150W AC backup power supply. Provides system and backup power to one OS6560 switch. Ships with US power cord.	EA	10	\$ 262.83	\$ 2,628.30
28	OS6560-48X4-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 2,189.35	\$ 21,893.50
29	OS6560-SW-PERF	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 505.43	\$ 5,054.30
30	OS6560-24X4-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 1,556.72	\$ 15,567.20
31	OS6560P24-Z24-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 3,502.63	\$ 35,026.30
32	OS6560-BP-PH-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 525.64	\$ 5,256.40
33	OS6560P48-Z16-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 3,794.52	\$ 37,945.20

	Bidder name	Bidder Location
	PC Solutions & Integration, Inc.	Miami, FL

INITIAL CONTRACT TERM PRICING

ITEM	NAME	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
34	OS6560-BP-PX-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 788.47	\$ 7,884.70
35	OS6900-C32E-F-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 14,414.51	\$ 144,145.10
36	OS6900V48-F-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 14,107.81	\$ 141,078.10
37	OS6900X48 E-F-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 14,351.26	\$ 143,512.60
38	OS6900-SW-DC	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 842.38	\$ 8,423.80
39	OS6900X48-F-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 12,648.38	\$ 126,483.80
40	OS6900T48-F-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 13,621.33	\$ 136,213.30
41	OV-NM-EX-10-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 1,389.93	\$ 13,899.30
42	OV-NM-EX-20-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 2,316.55	\$ 23,165.50
43	OV-NM-EX-50-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 4,633.11	\$ 46,331.10
44	OV-NM-EX-100-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 6,949.66	\$ 69,496.60
45	OV-AP-NM-10-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 210.59	\$ 2,105.90
46	OV-AP-NM-20-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 421.19	\$ 4,211.90
47	OV-AP-NM-50-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 1,052.98	\$ 10,529.80
48	OAW-AP1311-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 402.77	\$ 4,027.70

	Bidder name	Bidder Location
	PC Solutions & Integration, Inc.	Miami, FL

INITIAL CONTRACT TERM PRICING

ITEM	NAME	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
49	OAW-AP-MNT-C	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 14.74	\$ 147.40
50	OAW-AP1321-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 576.51	\$ 5,765.10
51	OAW-AP-MNT-W	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 0.16	\$ 1.60
52	OAW-AP1361-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 1,039.82	\$ 10,398.20
53	AP-MNT-OUT	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 86.88	\$ 868.80
54	OAW-AP1361D-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 1,039.82	\$ 10,398.20
55	OAW-AP1322-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 576.51	\$ 5,765.10
56	OAW-AP1362-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 1,039.82	\$ 10,398.20
57	OAW-AP1301-US	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 286.94	\$ 2,869.40
58	OAW-AP-MNT-B	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 14.74	\$ 147.40
59	OV-AP-WCF-10-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 250.61	\$ 2,506.10
60	OV-BYOD-20-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 126.36	\$ 1,263.60
61	OV-BYOD-500-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 2,527.15	\$ 25,271.50
62	OV-GA-100-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 631.79	\$ 6,317.90
63	OV-GA-20-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 126.36	\$ 1,263.60



Bidder name	Bidder Location
PC Solutions & Integration, Inc.	Miami, FL

INITIAL CONTRACT TERM PRICING

ITEM	NAME	DESCRIPTION	UOM	EST QTY	UNIT COST	EXTENDED COST
64	OV-GA-1K-N	OS6560-48X4 GigE fixed chassis 48 RJ-45 10/100/1G BaseT, 2 fixed SFP (1G), 4 fixed SFP+ (1G/10G) uplink/stacking ports. 1RU size, 150W AC power supply. Includes an United States country specific power cord, guides, and 19" rack mount hardware.	EA	10	\$ 4,211.91	\$ 42,119.10
65	SP1N-OS6865	1YR SUPPORT Plus for all OS6865 models. Includes Advanced Routing Software support, 24x7 Remote Telephone Support and Problem Diagnosis, access to AOS Updates/Upgrades and support portal, and next business day AVR. See WWPL for country availability.	EA	1	\$ 426.46	\$ 426.46
66	SW1N-OS6865	1YR SUPPORT Software for all OS6865 models. Includes Advanced Routing Software support, 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal	EA	1	\$ 170.58	\$ 170.58
67	SP1N-OS6860	1YR SUPPORT Plus for all OS6860 models. Includes 24x7 Remote Telephone Support and Problem Diagnosis, access to AOS Updates/Upgrades and support portal, and next business day advance hardware replacement (AVR). See WWPL for country availability.	EA	1	\$ 426.46	\$ 426.46
68	SW1N-OS6860	1YR SUPPORT Software for all OS6860 Basic and Enhanced models. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal.	EA	1	\$ 127.94	\$ 127.94
69	SP1N-OS6465	1YR SUPPORT Plus for all OS6465 models. Includes 24x7 Remote Telephone Support and Problem Diagnosis, access to AOS Updates/Upgrades and support portal, and next business day AVR. See WWPL for country availability.	EA	1	\$ 131.35	\$ 131.35
70	SW1N-OS6465	1YR SUPPORT Software for all OS6465 models. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal	EA	1	\$ 46.91	\$ 46.91
71	SP1N-OS6360-10	1 Yr End Customer Support Plus for OS. Includes 24x7 phone support, problem diagnosis, access to support portal, software updates and upgrades. Next business day AVR, please check availability per country.	EA	1	\$ 41.80	\$ 41.80
72	SW1N-OS6360-10	1 Yr End Customer Support Software for OS. Includes 24x7 phone support, problem diagnosis, access to support portal, software updates and upgrades.	EA	1	\$ 15.36	\$ 15.36
73	SP1N-OS6360	1 Yr End Customer Support Plus for OS. Includes 24x7 phone support, problem diagnosis, access to support portal, software updates and upgrades. Next business day AVR, please check availability per country.	EA	1	\$ 110.88	\$ 110.88
74	SW1N-OS6360	1 Yr End Customer Support Software for OS. Includes 24x7 phone support, problem diagnosis, access to support portal, software updates and upgrades.	EA	1	\$ 39.23	\$ 39.23
75	SP1N-OS6560	1YR SUPPORT Plus for all OS6560 models. Includes 24x7 Remote Telephone Support and Problem Diagnosis, access to AOS Updates/Upgrades and support portal, and next business day AVR. See WWPL for country availability.	EA	1	\$ 261.85	\$ 261.85
76	SW1N-OS6560	1YR SUPPORT Software for all OS6560 models. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal.	EA	1	\$ 96.38	\$ 96.38
77	SP1N-OS6900	1YR SUPPORT Plus for all OS6900 Chassis models. Includes 24x7 Remote Support & Diagnosis, access to SW Updates & support portal, and next business day advance HW replacement. Chassis, PSU, modules and fantray are included. Availability per country.	EA	1	\$ 1,198.34	\$ 1,198.34
78	SW1N-OS6900	1YR SUPPORT Software for all OS6900 Chassis models. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal.	EA	1	\$ 353.96	\$ 353.96

September 8th, 2021

To whom it may concern:

PC Solutions (PCS) is a leading provider of technology services to educational institutions, government agencies and businesses. PCS was founded in 1995 as a provider of IT equipment and has become one of the largest networking firms in the SE United States. For more than 25 years we have successfully provided information technology services and solutions to school districts across the state of Florida. PCS enjoys a reputation for precise technical design and proven performance. PCS has never been in the red-light status with the FCC, our SPIN # is 143035405.

PCS retains highly skilled certified professional staff including Systems Engineers, Wireless Engineers, (Wireless, voice, data) and Certified Network Experts. Our in-house engineers have certifications from a wide range of elite manufacturers.

PCS meets all the requirements listed, agrees, and accepts all terms and conditions of the RFP.

Please do not hesitate to contact us with any questions or if you would like any additional information.

Sincerely,

David H. Rudnick

David Rudnick
VP of Sales

David Rudnick, Vice President of Sales
phone: 786-408-2635 | email: david@pcsusa.net

www.pcsusa.net

9/10/2021

Warranty Statement

PCS certifies that all switches have a lifetime warranty. Any warranty information will happily be delivered upon request.

David H. Rudnick

David Rudnick
Vice President of Sales

TITLE	FOR REVIEW & SIGNATURE - Agreement to Provide Alcatel-Lucent.....
FILE NAME	(REV) FOR REVIEW ...egration, Inc.pdf
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Sent for signature to Robert W. Batsel, Jr. (rbatsel@ocalalaw.com) and PC Solutions & Integration, Inc. (sales@pcsusa.net) from biverson@ocalafl.org
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