

AGREEMENT BETWEEN COUNTY AND CONTRACTOR

This Agreement Between County and Contractor, (this “Agreement”) made and entered into by and between Marion County, a political subdivision of the State of Florida, located at 601 SE 25th Ave, Ocala, FL 34471 (hereinafter referred to as “COUNTY”) and **Presidio Networked Solutions, LLC**, whose primary address is 1 Penn Plaza, Suite 2832, New York, NY 10119, with a mailing address of 4211 W. Boy Scout Blvd., Suite 680, Tampa, FL 33607, possessing FEIN# 58-1667655 (hereinafter referred to as “CONTRACTOR”) under seal for the Marion County Jail Network Upgrades, (hereinafter referred to as the “Project”), and COUNTY and CONTRACTOR hereby agreeing as follows:

WITNESSETH:

In consideration of the mutual covenants and promises contained herein, COUNTY and CONTRACTOR (singularly referred to as “Party,” collectively “Parties”) hereto agree as follows:

Section 1 – The Contract. The contract between COUNTY and CONTRACTOR, of which this Agreement is part, consists of the Contract Documents. This Agreement approved by the Board of County Commissioners on May 4, 2021 shall be effective on the last signature date set forth below.

Section 2 – The Contract Documents. The Contract Documents are defined as this Agreement, the Specifications, the Drawings, all Purchase Orders, Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the Parties hereafter, together with the following (if any):

Marion County #21P-014 - Marion County Jail Network Upgrades, the Offer, Project Bid Scope and/or Specifications, Plans and Drawings, any/all Addenda as issued in support of this Bid, Recorded Bonds as required, Certificate of Insurance, and Notice to Proceed.

Should any conflict arise between the Contract Documents and the Agreement, the terms of the Agreement shall govern.

Section 3 – Entire Agreement. The Contract Documents form the agreement between Parties for the Project and the CONTRACTOR acknowledges receipt of a copy of each and every Contract Document. The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements, either written or oral. This Agreement may be amended or modified only in writing. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than COUNTY and CONTRACTOR.

Section 4 – Term. The Work (defined herein) shall commence upon the start date noted on the Notice to Proceed, with 240 calendar days to achieve final completion (the “Term”). All work shall proceed in a timely manner without delays. TIME IS OF THE ESSENCE. All limitations of time set forth in the Contract Documents are of the essence of this Contractor. The Work may be presumed abandoned after ninety (90) calendar days if CONTRACTOR terminates the Work without just cause or without proper notification to COUNTY, including the reason for termination, or fails to perform Work without just cause for ninety (90) calendar days.

Section 5 – Scope of Services. As per specifications and requirements of project Marion County Jail Network Upgrades, the CONTRACTOR shall complete the scope of services for the Marion County Jail Network Upgrades, per the Contract Documents, Exhibit A – Construction Standards, Exhibit B – Scope of Work, hereto, and within the Term.

Section 6 - Compensation. COUNTY shall make payment of Nine Hundred Twenty-Six Thousand, One Hundred Twenty-Nine Dollars and Eighty-One Cents, (\$926,129.81), (the “Agreement Price”), to CONTRACTOR under COUNTY’s established procedure and according to the schedule set forth in Construction Standards, Exhibit A, and the Schedule of Values, Exhibit C hereto. There shall be no provisions for pricing adjustments during the Term.

Section 7 – Use of Other Contracts. COUNTY reserves the right to utilize any COUNTY contract, State of Florida contract, city or county governmental agencies, school board, community college/state university system or cooperative bid agreement. COUNTY reserves the right to separately bid any single order or to purchase any item on this Agreement if it is in the best interest of COUNTY.

Section 8 – Assignment. CONTRACTOR may not subcontract all or any part of this Agreement without written approval by COUNTY.

Section 9 – Laws, Permits, and Regulations. Prior to the performance of any Work hereunder, CONTRACTOR shall obtain and pay for all licenses and permits, as required to perform the Work. CONTRACTOR shall at all times comply with all appropriate laws, regulations, and ordinances applicable to the services provided under this Agreement.

Section 10 – Amendments. This Agreement may only be amended by mutual written agreement of both Parties.

Section 11 – Books and Records. CONTRACTOR shall keep records of all transactions, including documentation accurately reflecting the time expended by CONTRACTOR and its personnel. COUNTY shall have a right to request records from CONTRACTOR, and for those records to be made available within a reasonable timeframe depending on method of acquisition.

Section 12 – Public Records Compliance

A. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:

Public Relations | 601 SE 25th Ave, Ocala, FL 34471

Phone: 352-438-2300 | Fax: 352-438-2309

Email: publicrelations@marioncountyfl.org

B. CONTRACTOR shall comply with public records laws, specifically:

- Keep and maintain public records required by COUNTY to perform the Work;
- Upon request from COUNTY's custodian of public records, provide COUNTY 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;
- 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 Term and following completion of this Agreement if CONTRACTOR does not transfer the records to COUNTY; and,
- Upon completion of this Agreement, transfer, at no cost, to COUNTY, all public records in possession of CONTRACTOR or keep and maintain public records required by COUNTY to perform the Work. If CONTRACTOR transfers all public records to COUNTY upon completion of this Agreement, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon the completion of this Agreement, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to COUNTY, upon request from COUNTY's custodian of public records, in a format that is compatible with the information technology systems of COUNTY.

C. If CONTRACTOR fails to provide the public records to COUNTY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10 Florida Statutes and may be subject to unilateral cancellation of this Agreement by COUNTY.

Section 13 – Indemnification. CONTRACTOR shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, and losses, including, but not limited to, property damage, harm or personal injury to third persons, such as death, and costs, including but not limited to reasonable attorneys' fees, which COUNTY, its officers or employees may sustain, or which may be asserted against COUNTY or its officers, or employees, arising out of the activities contemplated by the Agreement to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of the Agreement. This Section shall not be construed in any way to alter COUNTY's waiver of sovereign immunity or the limits established in Section 768.28, Florida Statutes.

Section 14 – Insurance. As applicable, during the period of Work, insurance policies shall be with a company or companies authorized to do business in the State of Florida. COUNTY shall be notified if any policy limit has eroded to one half its annual aggregate. FIRM shall provide, within the timeframe noted in the Award Letter, a Certificate of Insurance, issued by a company authorized to do business in the State of Florida and with an A.M. Best Company rating of at least A-. Self-Insured companies that cannot be rated, will also be considered. All policies must include all requirements listed below, reference the project number and show Marion County as additional insured. The Certificate should also provide for 30-day cancellation notice to the Procurement Director’s address, set forth herein.

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws.

- Employer's Liability limits for not less than \$100,000 each accident \$500,000 disease policy limit and \$100,000 disease each employee must be included.
- The Contractor/Vendor, and its insurance carrier, waives all subrogation rights against Marion County, a political subdivision of the State of Florida, its officials, employees and volunteers for all losses or damages which occur during the contract and for any events occurring during the contract period, whether the suit is brought during the contract period or not.
- The County requires all policies to be endorsed with WC00 03 13 Waiver of our Right to Recover from others or equivalent.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a Commercial General Liability policy with limits not less than

- \$1,000,000 each occurrence for Bodily Injury, Property Damage and Personal and Advertising Injury
- \$2,000,000 each occurrence for Products and Completed Operations

BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

- In the event the Contractor/Vendor does not own vehicles, the Contractor/Vendor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Section 15 – Independent Contractor. In the performance of this Agreement, CONTRACTOR will be acting in the capacity of an “Independent Contractor” and not as an agent, employee, partner, joint venture, or associate of COUNTY. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, and procedures utilized by CONTRACTOR in the full performance of this Agreement.

Section 16 – Default/Termination. In the event CONTRACTOR fails to comply with any of the provisions of this Agreement, COUNTY may terminate this Agreement for cause by first notifying CONTRACTOR in writing, specifying the nature of the default and providing CONTRACTOR with a reasonable period of time in which to rectify such default. In the event the default is not cured within the time period given, COUNTY thereafter may terminate this Agreement for cause upon written notice to CONTRACTOR without prejudice to COUNTY. In the event of termination of this Agreement for cause, COUNTY will then be responsible to compensate CONTRACTOR only for those services timely and satisfactorily performed pursuant to this Agreement up to the date of termination. COUNTY may terminate this Agreement without cause providing at least thirty (30) days written notice to CONTRACTOR. In the event of termination of this Agreement without cause, COUNTY will compensate CONTRACTOR for all services timely and satisfactorily performed pursuant to this Agreement up to and including the date of termination. Notwithstanding any other provision of this Agreement, this Agreement may be terminated if for any reason there are not sufficient appropriated and available monies for the purpose of maintaining COUNTY's or other public entity's obligations under this Agreement. Should this occur, COUNTY shall have no further obligation to CONTRACTOR other than to pay for services rendered prior to termination.

Section 17 – Damage to Property. CONTRACTOR shall be responsible for all material, equipment and supplies sold and delivered to COUNTY under this Agreement and until final inspection of the Work and acceptance thereof by COUNTY. In the event any such material, equipment and supplies are lost, stolen, damaged or destroyed, or COUNTY property, buildings, or equipment is damaged during delivery or unloading, or in the course of the WORK prior to final inspection and acceptance, CONTRACTOR shall replace the same or be returned to original state without additional cost to COUNTY, as applicable.

Section 18 – Governing Law. Law, Venue, Waiver of Jury Trial, and Attorney’s Fees. This Agreement and all the Contract Documents shall be construed according to the laws of Florida and shall not be construed more strictly

against one party than against the other because it may have been drafted by one of the parties. In the event of any legal proceeding arising from or related to this Agreement; (1) venue for state or federal legal proceedings shall be in Marion County, Florida (2) for civil proceedings, the parties consent to trial by the court and waive right to jury trial, (3) the prevailing party shall be entitled to recover all of its costs, including attorney's fees.

Section 19 – Termination for Loss of Funding/Cancellation for Unappropriated Funds. The obligation of COUNTY for payment to a CONTRACTOR is limited to the availability of funds appropriated in a current fiscal period, and continuation of this Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

Section 20 – E-Verify, pursuant to Section 448.095, F.S. COUNTY hereby affirms it is duly registered, uses, and adheres to the practices of the E-Verify system, including those outlined in the clauses below.

Beginning January 1, 2021, Section 448.095, F.S., requires CONTRACTOR to register and use the E-Verify system to verify the work authorization status of all newly hired employees and prohibits CONTRACTOR from entering into this Agreement unless it is in compliance therewith. Information provided by CONTRACTOR is subject to review for the most current version of the State or Federal policies at the time of the award of this Agreement.

By previously signing the ITB Acknowledgment and Addenda Certification Form, and this Agreement, CONTRACTOR has agreed to perform in accordance with the requirements of this subsection and agrees:

- a) It is registered and uses the E-Verify system to verify work authorization status of all newly hired employees.
- b) COUNTY shall immediately terminate CONTRACTOR if COUNTY has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), F.S., that is, that CONTRACTOR knowingly employed, hired, recruited, or referred either for itself or on behalf of another, private or public employment within the State an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States.
- c) If CONTRACTOR enters into a contract with a subcontractor, CONTRACTOR shall obtain from the subcontractor an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.
- d) CONTRACTOR shall maintain a copy of such affidavit for the duration of this Agreement and provide it to COUNTY upon request.
- e) CONTRACTOR shall immediately terminate the subcontractor if CONTRACTOR has a good faith belief that the subcontractor has knowingly violated Section 448.09(1), F.S., as set forth above.
- f) If COUNTY has a good faith belief that CONTRACTOR's subcontractor has knowingly violated Section 448.09(1), F.S., but that CONTRACTOR has otherwise complied, COUNTY shall promptly order CONTRACTOR to terminate the subcontractor. CONTRACTOR agrees that upon such an order, CONTRACTOR shall immediately terminate the subcontractor. CONTRACTOR agrees that if it should fail to comply with such an order, COUNTY shall immediately terminate CONTRACTOR.
- g) If COUNTY terminates this Agreement with CONTRACTOR, CONTRACTOR may not be awarded a public contract for a least one (1) year after the date of termination.
- h) CONTRACTOR is liable for any additional costs incurred by COUNTY as a result of a termination under this subsection.
- i) Any such termination under this subsection is not a breach of this Agreement and may not be considered as such.
- j) CONTRACTOR shall maintain records of its registration, use, and compliance with the provisions of the E-Verify system, including the registration and use by its subcontractors, and to make such records available to COUNTY or other authorized governmental entity.
- k) To comply with the terms of this Employment Eligibility Verification provision is made an express condition of this Agreement and COUNTY may treat a failure to comply as a material breach of this Agreement.

Section 21 – Force Majeure. Neither CONTRACTOR nor COUNTY shall be considered to be in default in the performance of its obligations under this Agreement, except obligations to make payments with respect to amounts already accrued, to the extent that performance of any such obligations is prevented or delayed by any cause, existing or future, which is beyond the reasonable control and not a result of the fault or negligence of, the affected Party (a "Force Majeure Event"). If a Party is prevented or delayed in the performance of any such obligations by a Force Majeure Event, such Party shall immediately provide notice to the other Party of the circumstances preventing or

delaying performance and the expected duration thereof. Such notice shall be confirmed in writing as soon as reasonably possible. The Party so affected by a Force Majeure Event shall endeavor, to the extent reasonable, to remove the obstacles which prevent performance and shall resume performance of its obligations as soon as reasonably practicable. A Force Majeure Event shall include, but not be limited to acts of civil or military authority (including courts or regulatory agencies), acts of God, war, riot, or insurrection, inability to obtain required permits or licenses, hurricanes and severe floods.

Section 22 – Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the Parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the Parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. COUNTY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

Section 23 - Scrutinized Companies, pursuant to Section 287.135, F.S.

A. Certification.

1. If the Agreement is for One Million Dollars or more, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., or
 - b. Engaged in business operations in Cuba or Syria.
2. If the Agreement is for any amount, CONTRACTOR certifies that at the time it submitted its bid or proposal for the Agreement or before entering into the Agreement or renewing same, CONTRACTOR was not then and is not now:
 - a. On the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or
 - b. Engaged in a boycott of Israel.

B. Termination, Threshold Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for One Million Dollars and CONTRACTOR meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2011, through June 30, 2012, and
2. CONTRACTOR is found to have:
 - a. Submitted a false certification as provided under Section 287.135(5), F.S., or
 - b. Been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S.

OR

3. Was entered into or renewed on or after July 1, 2012, through September 30, 2016, and
4. CONTRACTOR is found to have:
 - a. Met either prohibition set forth in Section “23(B)(2)” above or
 - b. Been engaged in business operations in Cuba or Syria.

OR

5. Was entered into or renewed on or after October 1, 2016, through June 30, 2018, and
6. CONTRACTOR is found to have:
 - a. Met any prohibition set forth in Section “23(B)(4)” above or
 - b. Been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

OR

7. Was entered into or renewed on or after July 1, 2018, and
8. CONTRACTOR is found to have met any prohibition set forth in Section “23(B)(4)” above.

C. Termination, Any Amount. COUNTY may, entirely at its option, terminate the Agreement if it is for any amount and meets any of the following criteria.

1. Was entered into or renewed on or after July 1, 2018, and
2. CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel.

D. **Comply; Inoperative.** The Parties agree to comply with Section 287.135, F.S., as it may change from time to time during the Term. The contracting prohibitions in this Section become inoperative on the date that Federal law ceases to authorize the State of Florida to adopt and enforce such contracting prohibitions.

Section 24 – Sovereign Immunity. Nothing in the Agreement shall be deemed to waive the sovereign immunity protections provided COUNTY pursuant to Florida law. Notwithstanding anything stated to the contrary in the Agreement, any obligation of COUNTY to indemnify CONTRACTOR, if provided, is limited and shall not exceed the limits set forth in Section 768.28, Florida Statutes. This Section shall survive the termination of the Agreement.

Section 25 – On-Going Compliance. The Parties acknowledge that the Agreement may contain provisions prescribed by laws, statutes, and regulations that can change during the Term of the Agreement. The Parties understand and agree that the Agreement is intended to reflect and require the Parties' compliance with all laws at all times. The Parties expressly and specifically agree to perform the Agreement in full compliance with the governing laws, statutes, and regulations, as same may change from time to time.

Section 26 – CONTRACTOR Conduct: These Guidelines govern CONTRACTOR while doing work on COUNTY property, as well as its employees, agents, consultants, and others on COUNTY property in connection with CONTRACTOR's work or at CONTRACTOR's express or implied invitation.

- **Courtesy and Respect:** COUNTY is a diverse government institution and it is critical that CONTRACTOR and its employees conduct themselves in a manner that is lawful, courteous, businesslike, and respectful of all staff, guests, or visitors.
- **Language and Behavior:** CONTRACTOR and its employees cannot engage in behavior that is rude, threatening, or offensive. Use of profane or insulting language is prohibited. Harassment of any type, including sexual harassment is strictly prohibited. Abusive, derogatory, obscene or improper language, gestures, remarks, whistling, cat calls or other disrespectful behavior cannot be tolerated. Roughhousing, fighting, fisticuffs, physical threats, destruction of property, vandalism, littering, or physical abuse of anyone on COUNTY property is not permitted under any circumstance.
- **No Weapons, Alcohol, or Drugs:** The use, possession, distribution, or sale of any weapon, alcohol, illegal drug, or controlled dangerous substance by CONTRACTOR or its employees is prohibited. Offenders will be removed from COUNTY property and/or reported to law enforcement.
- **Smoking:** CONTRACTOR and its employees are not permitted to smoke in or near any COUNTY buildings.
- **Fraternization:** CONTRACTOR and its employees may not fraternize or socialize with COUNTY staff.
- **Appearance:** CONTRACTOR and its employees are required to wear appropriate work wear, hard hats and safety footwear, as the case may be, while on the job. Articles of clothing must be neat and tidy in appearance, and cannot display offensive or inappropriate language, symbols or graphics. COUNTY has the right to decide if such clothing is inappropriate.
- **Reporting:** CONTRACTOR is required to report any matter involving a violation of these rules or any matter involving health or safety, including any altercations, to COUNTY's Procurement Services immediately.

CONTRACTOR is responsible for its employees, agents, consultants and guests. If prohibited conduct does occur, CONTRACTOR will take all necessary steps to stop and prevent any future occurrence. Any breach of these conditions will result in the removal of the person responsible from COUNTY property and prohibited actions could result in the immediate termination of any or all of CONTRACTOR's contracts with COUNTY.

Section 27 – Authority to Obligate. 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 bind and obligate such Party with respect to all provisions contained in this Agreement.

Section 28 – Notices. Except as otherwise provided herein, all written communication between the parties, including all notices, shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be deemed effective if mailed, when deposited in a United States Postal Service mailbox with postage prepaid and if hand delivered, upon personally handing same to the party to whom the notice of other communication is addressed with signed proof of delivery. If otherwise delivered, notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. All parties certify that each has software capable of sending electronic mail read receipts to the other. Any party sending notice by electronic mail acknowledges and accepts the inherent risks

that come with same. If notice is delivered in multiple ways, notice shall be considered delivered at the earliest delivery time. CONTRACTOR's and COUNTY's representatives and addresses for notice purposes are:

CONTRACTOR: Presidio Networked Solutions, LLC
4211 W. Boy Scout Blvd., Suite 680, Tampa, FL 33607
CONTACT PERSON: Michael McClelland | 813-321-3961

COUNTY: Marion County Marion County Sheriff
c/o Marion County, a political subdivision of the State of Florida
601 SE 25th Ave, Ocala, FL 34471

A copy of all notices to COUNTY hereunder shall also be sent to:

Procurement Services Director
Marion County Procurement Services Department
2631 SE 3rd St., Ocala, FL 34471

Alternatively, the parties may elect to receive said notices by e-mail. COUNTY hereby elects to receive all notices solely by email and designates its email address as procurement@marioncountyfl.org. If CONTRACTOR agrees to accept all notices solely by e-mail and acknowledges and accepts the inherent risks that come with accepting notices solely by e-mail, CONTRACTOR may designate up to two (2) e-mail addresses: mmcclelland@presidio.com. Designation signifies CONTRACTOR's election to accept notices solely by e-mail.

IN WITNESS WHEREOF the Parties have entered into this Agreement, as approved by the Marion County Board of County Commissioners, on the date of the last signature below.

ATTEST:

MARION COUNTY, A POLITICAL SUB-DIVISION OF THE STATE OF FLORIDA

GREGORY C. HARRELL, DATE
MARION COUNTY CLERK OF COURT

JEFF GOLD DATE
CHAIRMAN

FOR USE AND RELIANCE OF MARION COUNTY ONLY, APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BCC APPROVED: May 4, 2021
21P-014 | Marion County Jail Network Upgrades

MATTHEW G. MINTER, DATE
MARION COUNTY ATTORNEY

WITNESS:

SIGNATURE

PRINTED NAME

WITNESS:

SIGNATURE

PRINTED NAME

PRESIDIO NETWORKED SOLUTIONS, LLC
a Florida limited liability company

By: Presidio, LLC, a Florida limited liability company
Its: Sole Member

BY: _____
Michael J. Wright

ITS: MANAGER
DATE: _____

EXHIBIT A CONSTRUCTION STANDARDS

SECTION 1 THE WORK

A. **PERFORM ALL WORK.**

CONTRACTOR shall perform all Work required, implied or reasonably inferable from, this Agreement.

B. **“WORK” DEFINED.**

The term “Work” shall generally mean whatever is done by or required of CONTRACTOR to perform and complete its duties under this Agreement, including the following: construction of the whole or a designated part of the Project; acquiring, recording, and furnishing of any required surety bonds and insurance; and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of CONTRACTOR, fuel, heat, light, cooling and all other utilities as required by this Agreement. Work to be performed by CONTRACTOR is generally described as being according to the plans and specifications furnished by COUNTY.

SECTION 2 RETAINAGE

A. **STATUTE GOVERNS.**

Retainage amounts for construction services shall be in accordance with §218.735, F.S.

B. **AMOUNT REQUIRED.**

For contracts in excess of Two Hundred Thousand Dollars (\$200,000), COUNTY may retain from each progress payment made to CONTRACTOR an amount not exceeding five (5%) percent of the payment as retainage.

C. **DOES NOT APPLY IN LIMITED CIRCUMSTANCES.**

This retainage does not apply to construction services paid for, in whole or in part, with Federal funds and are subject to Federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act, Sections 218.70-218.80, F.S.

D. **WITHHELD UNTIL FINAL COMPLETION.**

Retainage shall be withheld until the Project has reached final completion and is accepted by COUNTY. Final completion is defined as having all Work completed, all punch list items corrected, and final inspection completed and accepted by COUNTY. Upon final completion, CONTRACTOR shall submit the final payment application requesting release of retainage along with Waivers of Right to Claim Against the Payment Bond (Final Payment) from all subcontractors, as defined in F.S. 713.01, who performed Work on the Project. Retainage shall not be fully released until all Waivers of Right to Claim Against the Payment Bond (Final Payment) have been submitted to COUNTY.

SECTION 3 PAYMENT OF THE AGREEMENT PRICE

A. **PROGRESS PAYMENTS.**

COUNTY shall pay the Agreement Price by making progress payments to CONTRACTOR as provided below.

B. **PAYMENT PROCEDURE.**

PROGRESS PAYMENTS – Based upon CONTRACTOR’s Application for Payment submitted to the Architect and/or Engineer and upon Certificates for Payment subsequently issued to COUNTY by the Architect and/or Engineer, COUNTY shall make progress payments to CONTRACTOR on account of the Agreement Price.

C. **APPLICATION FOR PAYMENT.**

On or before the 25th day of each month after commencement of the Work, CONTRACTOR shall submit an Application for Payment for the period ending the last working day of the month to the Architect and/or Engineer in such form and manner, and with such supporting data and content, as COUNTY or the Architect and/or Engineer may require. Therein, CONTRACTOR may request payment for that portion of the Agreement Price properly allocable to Agreement requirements properly provided, labor, materials and equipment properly incorporated in the Work plus that portion of the Agreement Price properly allocable to materials or equipment properly stored on-site (or elsewhere if approved in advance in writing by COUNTY) for subsequent incorporation in the Work, less the total amount of previous payments received from COUNTY.

1) **CONTRACTOR'S REPRESENTATION.**

Payment for stored materials and equipment shall be conditioned upon CONTRACTOR's proof satisfactory to COUNTY, that COUNTY has title to such materials and equipment and shall include proof of required insurance. Such Application for Payment shall be signed by CONTRACTOR and shall constitute CONTRACTOR's representation that the Work has progressed to the level for which payment is requested in accordance with this Agreement, that the Work has been properly installed or performed in full accordance with this Agreement, and that CONTRACTOR knows of no reason why payment should not be made as requested, thereafter, the Architect and/or Engineer will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Agreement.

2) **PAYMENT.**

COUNTY shall make progress payments on account of the Agreement Price to CONTRACTOR in accordance with The Local Government Prompt Payment Act, §§218.70-218.80, F.S. following the Architect's and/or Engineer's receipt of each Application for Payment. The amount of each progress payment shall be the amount certified for payment by the Architect and/or Engineer less such amounts, if any, otherwise owing by CONTRACTOR to COUNTY or which COUNTY shall have the right to withhold as authorized by this Agreement. The Architect's and/or Engineer's certification of CONTRACTOR's Application for Payment shall not preclude COUNTY from the exercise of any of its rights as set forth in this Agreement.

D. **WARRANTS TITLE.**

CONTRACTOR warrants that title to all Work covered by an Application for Payment will pass to COUNTY no later than the time of payment. CONTRACTOR further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from COUNTY shall be free and clear of liens, claims, security interest or other encumbrances in favor of CONTRACTOR or any other person or entity whatsoever.

E. **PAY SUBCONTRACTOR.**

CONTRACTOR shall promptly pay each subcontractor on account of such subcontractor's work, the amount to which such subcontractor is entitled. In the event COUNTY becomes informed that CONTRACTOR has not paid a subcontractor as herein provided, COUNTY shall have the right, but not the duty, to issue future checks in payment to CONTRACTOR of amounts otherwise due hereunder naming CONTRACTOR and such subcontractor as joint payees. Such joint check procedure, if employed by COUNTY, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit COUNTY to repeat the procedure in the future.

F. **NOT ACCEPTANCE OF WORK.**

No progress payment, nor any use or occupancy of the Project by COUNTY, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Agreement.

G. **WITHHELD PAYMENT.**

- 1) COUNTY may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to CONTRACTOR, to protect COUNTY from loss because of:
 - (a.) Defective Work not remedied by CONTRACTOR nor, in the opinion of COUNTY, likely to be remedied by CONTRACTOR;

- (b.) Claims of third parties against COUNTY or COUNTY's property or reasonable evidence indicating probable filing of such claims;
 - (c.) Failure by CONTRACTOR to pay subcontractors or others in a prompt and proper fashion;
 - (d.) Evidence that the Work cannot be completed in accordance with this Agreement for the unpaid balance of the Agreement Price;
 - (e.) Evidence that the Work will not be completed in the time required for Substantial Completion or Final Completion;
 - (f.) Persistent failure to carry out the Work in accordance with the Contract Documents; or
 - (g.) Damage to COUNTY or a third party to whom COUNTY is, or may be, liable.
- 2) In the event that COUNTY makes written demand upon CONTRACTOR for amounts previously paid by COUNTY, CONTRACTOR shall promptly comply with such demand.

H. UNEXCUSED FAILURE TO PAY.

If within ten (10) days after the date established herein for COUNTY's payment to CONTRACTOR, without cause or basis hereunder, fails to pay CONTRACTOR any amount then due and payable to CONTRACTOR, then CONTRACTOR may after seven (7) additional days written notice to COUNTY and the Architect and/or Engineer, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from COUNTY have been received. Any payment not made within ten (10) days after the date due shall bear interest at the rate of one and a half percent (1.5%) per annum.

SECTION 4
COUNTY

A. WRITTEN AND TANGIBLE MATERIAL.

COUNTY shall furnish to CONTRACTOR, at the time of executing this Agreement, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project. Such written and tangible material is furnished to CONTRACTOR only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, COUNTY does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. COUNTY shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

B. APPROVALS; EASEMENTS.

Excluding permits and fees normally the responsibility of CONTRACTOR, COUNTY shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

C. COPIES OF CONTRACT DOCUMENTS.

COUNTY shall furnish CONTRACTOR, free of charge, four (4) copies of the Contract Documents for execution of the Work. CONTRACTOR will be charged, and shall pay COUNTY, all actual costs for each additional set of the Contract Documents which it may require.

D. RIGHT TO STOP WORK.

If CONTRACTOR persistently fails or refuses to perform the Work in accordance with this Agreement, COUNTY may order CONTRACTOR to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or COUNTY orders that Work be resumed. In such event, CONTRACTOR shall immediately obey such order.

E. COUNTY'S RIGHT TO PERFORM WORK.

If CONTRACTOR's Work is stopped by COUNTY and CONTRACTOR fails within seven (7) days of such stoppage to provide adequate assurance to COUNTY that the cause of such stoppage will be eliminated or corrected, then COUNTY may, without prejudice to any other rights or remedies COUNTY may have against CONTRACTOR, proceed to carry out the subject Work. In such a situation, an appropriate Change Order, defined herein, shall be issued deducting from the Agreement Price the cost of correcting the subject deficiencies, plus compensation for the Architect's and/or Engineer's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Agreement Price is insufficient to cover the amount due COUNTY, CONTRACTOR shall promptly pay the difference to COUNTY.

F. **TIME FOR CORRECTION.**

Any defects or deficiencies in materials or workmanship that are deemed by the Architect and/or Engineer or the COUNTY as needing immediate correction shall be addressed within thirty (30) days of written notification. Failure to correct the deficiencies within thirty (30) days will result in the deduction of time against the overall Contract Time for completion.

**SECTION 5
CONTRACTOR**

A. **CONTRACTOR DUTY.**

CONTRACTOR affirms its continuing duty to perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If CONTRACTOR performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect and/or Engineer, CONTRACTOR shall bear the responsibility for such performance and shall bear the cost of correction.

B. **IN ACCORDANCE WITH THIS AGREEMENT.**

CONTRACTOR shall perform the Work strictly in accordance with this Agreement.

C. **RESPONSIBLE FOR WORK.**

CONTRACTOR shall supervise and direct the Work using CONTRACTOR's best skill, effort and attention. CONTRACTOR shall be responsible to COUNTY for any and all acts or omissions of CONTRACTOR, its employees and others engaged in the Work on behalf of CONTRACTOR.

D. **WARRANTY.**

CONTRACTOR warrants to COUNTY that all labor furnished to progress the Work under this Agreement will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Agreement, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Agreement. All Work not conforming to these requirements may be considered defective. When not specifically identified in the bid documents, the warranty shall commence upon the date of COUNTY's issuance of final payment to CONTRACTOR and shall be for a period of one (1) year.

E. **PERMITS AND FEES.**

CONTRACTOR shall obtain and pay for all permits, fees and licenses necessary and/or ordinary for the Work. CONTRACTOR shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

**SECTION 6
CONTRACT ADMINISTRATION
BY ARCHITECT and/or ENGINEER**

A. **REPRESENTATIVE OF COUNTY.**

The Architect and/or Engineer, unless otherwise directed by COUNTY in writing, will perform those duties and discharge those responsibilities allocated to the Architect and/or Engineer as set forth in the Contract Documents. The Architect and/or Engineer shall be COUNTY's representative from the effective date of this Agreement until a final Certificate for Payment is issued. The Architect and/or Engineer shall be authorized to act on behalf of COUNTY only to the extent provided in the Contract Documents.

B. **COMMUNICATE THROUGH ARCHITECT AND/OR ENGINEER.**

COUNTY and CONTRACTOR shall communicate with each other in the first instance through the Architect and/or Engineer.

C. **INTERPRETER; JUDGE.**

The Architect and/or Engineer shall be the initial interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by CONTRACTOR. The Architect and/or Engineer shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of CONTRACTOR.

D. CERTIFY PAYMENT.

The Architect and/or Engineer will review CONTRACTOR's Applications for Payment and will certify to COUNTY for payment to CONTRACTOR those amounts then due CONTRACTOR as provided in this Agreement.

E. AUTHORITY TO REJECT WORK.

The Architect and/or Engineer shall have authority to reject Work that is defective or does not conform to the requirements of the Contract Documents. If the Architect and/or Engineer deems it necessary or advisable, the Architect and/or Engineer shall have authority to require additional inspection or testing of the Work for compliance with requirements of the Contract Documents.

F. APPROVE SUBMITTALS.

The Architect and/or Engineer will review and approve, or take other appropriate action as necessary, concerning CONTRACTOR's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

G. CHANGE ORDER; FIELD ORDER.

The Architect and/or Engineer will prepare Change Orders, defined herein, and may authorize minor changes in the Work by Field Order, defined herein, as provided elsewhere herein.

H. DETERMINE BENCHMARKS.

The Architect and/or Engineer shall, upon written request from CONTRACTOR, conduct inspections to determine the date of Substantial Completion and the date of Final Completion, will receive and forward to COUNTY for COUNTY's review and records, written warranties and related documents required by the Contract Documents and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

I. FINAL AS TO AESTHETICS.

The Architect's and/or Engineer's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Agreement.

J. CLAIMS BY CONTRACTOR, NOTICE.

All CONTRACTOR claims shall be initiated by written notice to COUNTY and the Architect and/or Engineer. Such written notice and claim must be furnished within seven (7) days after occurrence of the event, or the first appearance of the condition, giving rise to the claim.

K. PROCEED; CHANGE ORDER.

Pending final resolution of any claim of CONTRACTOR, CONTRACTOR shall diligently proceed with the Work and COUNTY shall continue to make payments to CONTRACTOR in accordance with this Agreement. The resolution of any claim under this subsection shall be reflected by a Change Order executed by COUNTY, the Architect and/or Engineer and CONTRACTOR.

L. CLAIMS FOR CONCEALED AND UNKNOWN CONDITIONS.

Should concealed and unknown conditions be encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in work of the character provided for in the Contract Documents, be encountered, the Agreement Price shall be equitably adjusted by Change Order upon the written notice and claim by either Party made within seven (7) days after the first observance of the condition. As a condition precedent to COUNTY having any liability to CONTRACTOR for concealed or unknown conditions, CONTRACTOR must give COUNTY and the Architect and/or Engineer written notice and claim as provided in this subsection, and

shall constitute a waiver by CONTRACTOR of any claim arising out of or relating to such concealed or unknown condition.

M. CLAIMS FOR ADDITIONAL COST.

If CONTRACTOR wishes to make a claim for an increase in the Agreement Price, as a condition precedent to any liability of COUNTY therefore, CONTRACTOR shall give the Architect and/or Engineer written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by CONTRACTOR before proceeding to execute any additional or changed Work. The failure by CONTRACTOR to timely give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

1) Direct Costs.

In connection with any claim by CONTRACTOR against COUNTY for compensation in excess of the Agreement Price, any liability of COUNTY for CONTRACTOR's cost shall be strictly limited to direct costs incurred by CONTRACTOR and shall in no event include indirect costs or consequential damages of CONTRACTOR. COUNTY shall not be liable to CONTRACTOR for claims of third parties, including Subcontractors, defined herein, unless and until liability of CONTRACTOR for claims of third parties has been established therefore in a court of competent jurisdiction.

N. CLAIMS FOR ADDITIONAL TIME.

If CONTRACTOR is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by COUNTY or someone acting in COUNTY's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipatable, fire or any causes beyond CONTRACTOR's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of CONTRACTOR to COUNTY and the Architect and/or Engineer, for such reasonable time as the Architect and/or Engineer may determine. Any notice and claim for an extension of time by CONTRACTOR shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail CONTRACTOR's basis for requiring additional time in which to complete the Project. In the event the delay to CONTRACTOR is a continuing one, only one notice and claim for additional time shall be necessary. If CONTRACTOR fails to make such claim as required in this subsection, any claim for extension of time shall be waived.

O. FIELD ORDERS.

In the field, the Architect and/or Engineer shall have authority to order minor changes in the Work not involving a change in the Agreement Price or Term and not inconsistent with the intent of this Agreement. Such changes shall be affected by field order ("Field Order") and shall be binding upon CONTRACTOR. CONTRACTOR shall carry out such Field Orders promptly.

SECTION 7
SUBCONTRACTORS

A. "SUBCONTRACTOR" DEFINED.

A Subcontractor is an entity which has a direct contract with CONTRACTOR to perform a portion of the Work.

B. AWARD OF SUBCONTRACTORS.

Upon execution of this Agreement, CONTRACTOR shall furnish COUNTY, in writing, the names of persons or entities proposed by CONTRACTOR to act as a Subcontractor on the Project. COUNTY shall promptly reply to CONTRACTOR, in writing, stating any objections COUNTY may have to such proposed Subcontractor. CONTRACTOR shall not subcontract with any Party to whom COUNTY has objections.

C. RIGHTS AGAINST SUBCONTRACTORS.

All subcontracts shall afford CONTRACTOR rights against the Subcontractor which correspond to those rights afforded to COUNTY against CONTRACTOR herein.

SECTION 8
CHANGES IN THE WORK

A. CHANGES PERMITTED.

Changes in the Work within the general scope of this Agreement, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Agreement, by Change Order or by Field Order.

B. "CHANGE ORDER" DEFINED.

Change Orders shall mean a written order to CONTRACTOR executed by COUNTY and the Architect and/or Engineer, issued after execution of this Agreement, authorizing and directing a change in the Work or an adjustment in the Agreement Price or the Term, or any combination thereof. The Agreement Price and the Term may be changed only by Change Order. Changed Work cannot be started until a fully executed Change Order is on file with COUNTY; including but not limited to Change Orders that need approval of COUNTY's Board of County Commissioners.

C. HOW CHANGES ARE DETERMINED.

Any changes in the Agreement Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between COUNTY and CONTRACTOR as evidenced by (1) the change in the Agreement Price being set forth in the Change Order, (2) such change in the Agreement Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) CONTRACTOR's execution of the Change Order, or (b) if no mutual agreement occurs between COUNTY and CONTRACTOR, then, as provided below.

D. ALTERNATIVELY, REASONABLE EXPENDITURES.

If no mutual agreement occurs between COUNTY and CONTRACTOR as contemplated above, the change in the Agreement Price, if any, shall then be determined by the Architect and/or Engineer on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Agreement Price, a reasonable allowance for direct job site overhead and profit. In such case, CONTRACTOR shall present, in such form and with such content as COUNTY or the Architect and/or Engineer requires, an itemized accounting of such expenditures or savings plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery, costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from CONTRACTOR or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and job site field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with CONTRACTOR's home office or other non-job site overhead expense be included in any change in the Agreement Price. Pending final determination of reasonable expenditures or savings to COUNTY, payments on account shall be made to CONTRACTOR on the Architect and/or Engineer's Certificate for Payment.

E. UNIT PRICES EQUITABLY ADJUSTED.

If unit prices are provided in this Agreement, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of changed Work proposed will cause substantial inequity to COUNTY or to CONTRACTOR, the applicable unit prices shall be equitably adjusted.

F. CHANGE ORDER EFFECT.

The execution of a Change Order by CONTRACTOR shall constitute conclusive evidence of CONTRACTOR's agreement to this Agreement as thus amended, the Agreement Price, Term and the changes in the Work. CONTRACTOR, by executing the Change Order, waives and forever releases any claim against COUNTY for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

G. NOTICE; CONSENT.

CONTRACTOR shall notify and obtain the consent and approval of CONTRACTOR's surety with reference to all Change Orders if such notice, consent or approvals are required by CONTRACTOR's surety or by law. CONTRACTOR's execution of the Change Order shall constitute CONTRACTOR's warranty to COUNTY that

the surety has been notified of and consents to have expressly consented thereto. CONTRACTOR shall provide to the COUNTY a rider to the original bond as provided by the surety.

SECTION 9

UNCOVERING AND CORRECTING WORK

A. **UNCOVERING WORK.**

If any of the Work is covered contrary to the Architect's and/or Engineer's request or to any provisions of this Agreement, it shall, if required by the Architect and/or Engineer or COUNTY, be uncovered for the Architect and/or Engineer's inspection and shall be properly replaced at CONTRACTOR's expense without change in the Term.

B. **CORRECT WORK.**

CONTRACTOR shall immediately proceed to correct Work rejected by the Architect and/or Engineer as defective or failing to conform to this Agreement. CONTRACTOR shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to COUNTY for the Architect's and/or Engineer's services and expenses made necessary thereby.

C. **WARRANTY.**

If within one (1) year after the date of COUNTY's issuance of final payment to CONTRACTOR any of the Work is found to be defective or not in accordance with this Agreement, CONTRACTOR shall correct it promptly upon receipt of written notice from COUNTY. This obligation shall survive final payment by COUNTY and termination of this Agreement. With respect to Work first performed and completed after Substantial Completion, this one (1) year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

D. **NO ESTABLISHMENT OF LIMITATIONS OF TIME.**

Nothing contained in this Section shall establish any period of limitation with respect to other obligations which CONTRACTOR has under this Agreement. Establishment of the one year time period in this Section relates only to the duty of CONTRACTOR to specifically correct the Work.



Jail Video Upgrade Project Foundation Components Install

STATEMENT OF WORK

MARION COUNTY

29 March 2021

Marion County
 SOW#: 1001720012543 SOW-6
 Jail Video upgrade project

PRESIDIO
 Future. Built.

PROPOSAL TEAM

Name	Company/Function	Phone	Email
Michael McClelland	Presidio Account Manager	863-712-8800	mmc@presicio.com
Steve Bellan	Presidio Solution Architect	727-515-0789	sbellan@presidio.com

REVISION HISTORY

Revision	Revision Date	Name	Notes
V0.1	27-Oct-2020	Steve Bellan	First Internal Release
V1.0	27-Oct-2020	Steve Bellan	Vendor edits
V1.1	2 Nov 2020	Steve Bellan	Vendor edits
V1.2	3 Nov 2020	Steve Bellan	Internal bid review team
V1.3	3 Nov 2020	Steve Bellan	Internal review
V1.4	3 Nov 2020	Steve Bellan	Client Submittal
V 1.5	5 February 2021	Steve Bellan	Internal reviews and post update meetings from MCSO staff
V 1.6	8 March 2021	Steve Bellan	New revised based on doing base level install, no cameras
V 1.7	17 March 2021	Steve	Revised due to customer budgeting request

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The scope and pricing are valid for 60 days unless otherwise noted.

EXECUTIVE SUMMARY

1.1. Introduction

Presidio Networked Solutions, LLC ("Presidio") is pleased to propose the following solution to Marion County Sheriff's Office ("MCSO"). This Statement of Work ("SOW") defines the scope of work to be accomplished by Presidio. The tasks to be performed by Presidio are defined and the responsibilities of Presidio and Client are contained herein as well.

1.2. Solution and Approach Overview

The Marion County Jail currently has an analog based camera system. There are thirteen (13) IDF closets throughout the jail and two (2) MDFs. There is one data center, noted as EoC, on campus. Marion County IT staff identified their network has the bandwidth and capacity for expansion to accommodate the prior Juniper switch network infrastructure. Core switching is a VSS pair of Cisco 4500X-32 running IP BASE. Two (2) Cisco 93180YC top of rack switches are to be installed to accommodate the new Genetec server and storage requirements. Jail resources will be heavily involved in area access due to Covid restrictions

Presidio is working in cooperation with subcontractors responsible for the UPS, servers, storage, Genetec Software, Wonderware Software, and Cisco IE switch installation.

These foundation pieces of Phase one are in scope:

- Nexus Switches
- PLC network for jail control
- UPS Installation
- Server installation
- Cabling, rack, and cabinet updates
- Wonderware licensing upgrades
- Genetec software licensing upgrades

Presidio is providing a project manager for oversight of all aspects of the project.

1.3. Locations

Work will be done at the following locations. Work will be performed remotely and on site as dictated by project task and coordination of the project manager. Equipment will be staged at facilities provided by MCSO.

Site Name	Address	On-Site / Remote Services
Marion County Jail	700 NW 30 th Ave, Ocala, FL 34475	Remote and on-site

1. SCOPE OF WORK

2.1. Top of Rack Cisco Switching

Presidio will configure the two (2) Cisco Nexus 9300 series switches to match the requirements gathered during the system engineering meeting. These will uplink to the existing Catalyst 4500 core

- Conduct a workshop to understand all currently configured requirements for the existing network. Gather information and review the following:
 - Network design/topology documents
 - IP routing
 - Multicast routing
 - Existing and planned code versions and configuration files
 - VLANs
 - Trunk uplinks
 - Layer 2
 - OSPF
 - Anycast RP

2.2. Server and Streamvault Storage

- Review project goals.
- Conduct Detailed Design Workshop, outline technical details and networking configurations
- Rack, Stack and cable (5) Rack mount servers
- Rack, Stack and cable (1) 4-Node StreamVault Storage Appliance
- Rack, Stack and cable (1) 2-Node StreamVault Storage Appliance
- Configure up to (5) shares from Streamvault Storage using a single protocol (CIFS/SMB)
- Configure StreamVault storage, OneFS SmartConnect
- Deployment verification and completion
- Create and Review As-Built Documentation

2.3. Security 101 Genetec Software and Cameras

Includes a (1) year warranty on all parts and labor supplied by Security 101.

Phase I

- Inventory the entire video system at its current state.
- Verify access to new video server hardware and video server configuration.
- Load video software on all new servers.
- Configure the new video server software.
- Test to ensure that the existing 181 IP cameras, and analog cameras are moved over to the new video hardware and verify complete functionality.
- Test the Wonderware configuration with the Genetec video software for complete functionality and accuracy.
- Load the Genetec video software on all new client workstations (17). These client workstations will replace the existing older client workstations. Begin to change over each of the client workstations.

Phase II

- Provide a formal training session for two MCSO employees

Notes:

The new IP cameras on the interior of the jail have audio capability, no microphones are included in this proposal. If the customer wishes to utilize the audio function a change order will be issued to add microphones to any cameras requested.

- This proposal does not include audio recording.
- The Genetec video system to be programmed for maximum resolution at 15 FPS, with continuous recording. Camera video to be retained for 60 days only.
- Provide licensing for directory failover and camera failover recording. All hardware necessary to achieve this redundancy to be provided by others.
- If for any reason Security 101 mobilizes its work force and shows up for the project and Security 101 is told that we are not able to work, or if any delay has occurred that inhibits us from working, a change order will be issued for the time spent mobilizing, and/or waiting for entrance into the facilities
- Any and all work outside of this scope to be considered extra and not included in this proposal
- If any new network wiring that is longer than the network standards, (wiring provided by others), a change order will be issued to extend the video camera signal

Clarifications:

- All work to be done during normal working hours
- All wiring to be installed and provided by others, properly labeled on both ends and tested.
- The camera location for the interior cameras, the customer to terminate to an RJ-45 keystone.
- At the camera location for the exterior cameras, the customer to terminate to an RJ-45 keystone in a double gang weatherproof box.

- For the head end location, customer to wire into the patch panel. Patch cords on both ends to be provided by the wiring vendor.
- 120V AC at the rack locations
- Customer's Electrician to install S101 provided back-plane inside enclosure for C19, and remove the high-voltage power going to both exterior PTZ's (C17 & C18)
 - Grounding at all the rack locations and all the enclosures
- Wonderware to provide a detailed excel spreadsheet of all required ASCII commands that need to be programmed into the Genetec system.
- Wonderware vendor to provide the necessary hardware to transmit ASC commands on the video network.
- Customer to provide new ceiling tiles as required Presidio to provide all servers, workstations/monitors, and network infrastructure that will meet the Genetec video specifications based upon the agreed upon customer requirements

2.4. Wachter UPS, Cisco IE switches, Wonderware Licensing

2.4.1. Network/Switch Upgrade

Overview

Upgrade prison controls unmanaged flat ethernet network to a managed segmented network based on areas, to improve network traffic flow utilizing new Cisco switches.

Labor

- Provide engineering services to configure and test (8) new Cisco switches offsite.
 - Creating (7) V-LANS to segment network traffic into control areas.
- Provide engineering services to install and test (8) new Cisco switches on-site.
- Provide engineering services to update existing Wonderware stations to communicate on the updated controls network.

Deliverables

- Network Drawings

2.4.2. UPS Replacement

Overview

- Replace 16 existing UPSs in existing control cabinets

Labor

1. Provide labor to replace (16) UPSs in existing control cabinets

2.4.3. Wonderware Licensing Upgrade

Overview

Update outdated Wonderware software to current version on all machines currently using it.

Engineering Labor

- Convert Wonderware projects (7) from current version to 2020 version
- Install Wonderware version 2020 on (7) PCs
- Install Wonderware development software on (1) PC
- Install updated Wonderware project on (7) PCs
- Replace existing PCs onsite with updated ones onsite

Exclusions and Clarifications

- No new cameras to be added to Wonderware system, only cameras that are currently in the Wonderware system to be updated
- MCSO to purchase new UPSs
- Door controls will have to be taken offline for the control cabinets while the new UPSs are being installed.
- Brief outages of each control station will be required to replace the existing ones
- - a. There are two options for the changeover to the new networking equipment. With both options we will have a careful plan that will be presented and approved by the appropriate jail personnel prior to execution. All equipment will be configured and tested prior to installation to verify function and performance.
 - i. Option 1: Updating equipment individually.
 - 1. Each area will have a specific outage were the switches will be replaced. The maximum estimated outage for each one would be 45-1hr. These can likely be performed much quicker, but we want to be prepared for delays if they happen.
 - ii. Option 2: All at once
 - b. This is to do all the systems at one time which would require an estimated 2-3-hour outage on all systems while they are moved to the new switches.
- Pricing is based on trading in old license for upgrade
- Price of Concept programming license not included in price
- Marion county to provide remote connection
- All work to be completed during normal business hours (8:00 to 5:00), no overtime provisions are included in the price
- Not responsible for costs associated with delays outside their control
- Wachter not responsible for costs associated with delays due to acts of God or global pandemics

2.5. Wiring Tech Cabling, Cabinets, Racks

Wiring Technologies proposes to provide all material and labor necessary to perform the following scope of work during normal business hours:

- Install (6) new wall mounted secure cabinets
- Remove the existing rack from the wall and replace the rack with an enclosed cabinet.
- Furnish and Install the wall mounted racks with CPI 11996-748 Wall Mount 26U cabinets.
- Move existing patch panels and switches into new cabinet.
- Electrical Work is not included
- Patch Cords for new cameras are included in the camera quote.
- New Patch cords to clean up the cabinet are not included in the quote.

Note: This will cause downtime. A Maintenance window will be required for this

Assumptions:

- Replacing the cable for the existing IP cameras is not part of this scope. Any replacement needed would be a change order.
- All conduits are existing. No conduit installation is required. Any new conduits will be a change order.

2.6. Deliverables

Documentation will be created by Presidio and provided as part of the Project Deliverables per the RFP. Some of these deliverables may be delivered as a single document. The specific documentation to be provided depends on your chosen solution(s); several example documentation items are listed below. Additional documentation and/or printed documentation is available upon request for an additional cost.

Deliverable	Format
As-Built Documentation	PDF

Except for Project Status Reports, each deliverable material will be approved in accordance with the following procedure:

- If a written list of requested changes is received within five (5) business days, the Presidio Project Team will make the agreed upon revisions and will, within five (5) business days, re-submit the updated version to Client.
- At that time Client has five (5) business days to review and request changes for the final document. If no written response is received from Client within five (5) business days, either accepting or requesting changes, then the deliverable material shall be deemed accepted.
- Deliverable documentation may be delivered via email, uploaded to a portal, or provided on a physical media and it may be provided in either an encrypted or

unencrypted format. If Client requests a specific delivery method and format, Presidio will use that method for all documentation delivery and format otherwise, the sender will choose a delivery method and format that they feel is appropriate given the content of the documentation.

2.7. Project Management

Presidio will provide a Project Manager (PM), who will be single point of contact for all project support issues within the scope of this project. The PM is experienced in project management best practice methodologies and familiar with the technology involved. This Project Manager is responsible for timely completion of the scope, schedule and budget utilizing Presidio's Project Management Method. Included for our standard Project Management offering for this engagement are the following:

- Remote/on-site kickoff meeting with presentation
- Planning and design session facilitation
- Project plan development and management
- Resource scheduling and oversight
- Escalation management
- Working calls as required
- Regularly scheduled remote/on-site status meetings
- Agenda, meeting minutes and risk/issue/ item tracking
- Scope/budget management
- Project closeout onsite/remote meeting

2.8. Project Change Request Process

If both Presidio and Client agree to a change in this Statement of Work, a written description of the agreed upon change will be prepared using a Project Change Request (PCR) form, which both parties must sign. The PCR form will be used to describe the change, the rationale for the change, and to specify any change in the scope, schedule or budget. The terms of a mutually agreed upon Change Authorization will prevail over those of this Statement of Work or any previous Change Authorization.

3. ASSUMPTIONS

Presidio makes the following assumptions in developing this Statement of Work. These assumptions serve as the foundation to which the project estimate, approach and timeline were developed. By signing this SOW, Client agrees that these assumptions are correct and valid. Any changes to the following assumptions must be processed using the Presidio Change Management Process and may impact the project duration and labor requirements.

3.1. General Assumptions

The following project assumptions are made and will be verified as part of the engagement:

1. All Presidio activities will take place during normal working hours (Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding holidays) unless noted as "Off Hours" in this SOW.

2. Any items or tasks not explicitly listed as in-scope within this SOW are considered to be outside of the scope and not associated with this SOW and price.
3. If integration of the product is performed at a Presidio facility, then transfer of ownership (acceptance) occurs upon the receipt and integration of goods at Presidio, regardless of shipment, as manufacturers will not accept returns of opened products.
4. Changes to the Design, Equipment List or proposed timeline presented to Client in this SOW will require a Project Change Request. A Project Change Request could impact the cost of the project and must be approved prior to the execution of the scope specified within.
5. Presidio will not be held responsible for troubleshooting networks, applications and/or hardware if Client has no formal change management documented processes and policies
6. Presidio may engage subcontractors and third parties in performing a portion of this work.
7. Presidio will not make changes to the configuration of any network equipment after it has been installed and tested.
8. Some activities included in this project may be performed on Presidio's premises.
9. Additional required tasks discovered after the execution of this SOW that are not mentioned in this SOW will require a Project Change Request.
10. Presidio will configure the systems outlined within this Statement of Work, with a unique set of authentication credentials, unless otherwise provided by Client. Upon the completion of the engagement, Presidio will provide Client with all usernames, passwords, and additional authentication information that were implemented during the engagement. Presidio strongly recommends that these credentials be changed upon the completion of the engagement.

3.2. General Client Responsibilities

The following items are listed as responsibilities of Client for this engagement. Client is responsible for performing the items and activities listed in this section or arranging for them to be performed by a third-party if appropriate.

1. Provide a single Client point of contact with the authority and the responsibility of issue resolution and the identification, coordination and scheduling of Client personnel to participate in the implementation of the SOW. Without a single Client point of contact, a Project Change Request may be required for the additional effort by Presidio.
2. Participate in any required design sessions or workshops.
3. Provide or procure all appropriate hardware, software, licensing and media required for implementation of the SOW.
4. Supply current equipment configuration for review if applicable.
5. Schedule appropriate maintenance windows for system upgrades or installs and notify user community.

6. Be responsible for having in place, active manufacturer support contracts on all devices that are the subject of this SOW.
7. Provide all required physical access to Client's facility (identification badge, escort, parking decal, etc.), as required by Client's policies; and provide all required functional access (passwords, IP address information, etc.), as required for Presidio to complete the tasks.
8. Provide to Presidio all required IP addresses, passwords, system names, and aliases.
9. Validate the site readiness prior to the dispatch of Presidio personnel to perform the services being contracted.
10. Provide adequate facilities for the installation of the hardware. This includes all necessary peripheral hardware (KVM ports or monitors, keyboards, mice, network access, etc.) as well as electrical and spatial needs and required antivirus software.
11. Provide high-speed access to the Internet for verification of device support requirements and for software downloads.
12. Verify operation of the installed/upgraded equipment per the predefined Verification Plan.
13. Provide Presidio administrator access on appropriate devices for the completion of the engagement.
14. Complete all Client installations where required in accordance with Client PC requirements for the new application versions.
15. Provide remote access for troubleshooting and configurations related to the project - preferably VPN access, as necessary.
16. Provide requested documentation or information needed for the project within two (2) business days, unless otherwise agreed to by all parties.
17. Transport of equipment from receiving area(s) to the data center(s) and/or equipment rooms where it will be installed.
18. Ensure all Cat. 5 (or higher) and fiber cable infrastructure is in place and tested (for all sites).
19. Provide patch cables and complete necessary fiber or CAT6 cable terminations to patch panels for new switching and routing infrastructure.

Presidio is providing a Fixed Fee Price as part of this Statement of Work. Presidio will invoice Client based on the project milestone(s) listed below:

Milestone Name	Amount
Kickoff/ SER	\$69,051.40
Cisco IE Switch UPS and Wonderware	\$58,693.69
Cabinet and Wall Rack Install	\$34,525.70

Marion County
SOW#: 1001720012543 SOW-6
Jail Video upgrade project

PRESIDIO
Future. Built.

Cisco Campus and Nexus Switching	\$86,314.25
Genetec Tasks	\$58,693.69
Project Closure	\$37,978.27
Total	\$345,257.00

Presidio will bill Client upon completion of each Milestone. Invoices may contain multiple Milestones. A partial milestone may be invoiced due to unforeseen circumstances or Covid19 related delays based on completed percentage of work of the milestone

If Client requires a change in the scope of work, the parties will negotiate in good faith to generate a written change order documenting the additional labor and requirements that will be mutually agreed upon by the parties prior to onset of the additional work. Payment terms are subject to credit department approval and will be negotiated and documented on a valid purchase order or other financial document. Presidio payment terms are Net-30. If Client fails to provide a notice of acceptance or a statement of issues to be resolved within ten (10) business days of project conclusion, the project will be deemed accepted and Client will be invoiced.

4.1. Expenses

Travel and incidental expenses incurred by Presidio in association with the execution of this Statement of Work are included in the amounts listed above.

4.2. Travel Time

Travel to and from the work site(s) by Presidio resources in association with the execution of this Statement of Work is included in the pricing above.

5. TERMS AND CONDITIONS

Presidio will require the Terms and Conditions be negotiated between the parties in good faith if/when Presidio is awarded the business and reserves its right to do so.

Marion County
SOW#: 1001720012543 SOW-6
Jail Video upgrade project

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Future. Built.

4. APPROVAL SIGNATURE

The use of signatures on this Statement of Work is to ensure agreement on project objectives and the work to be performed by Presidio.

Presidio signature signifies our commitment to proceed with the project as described in this document. Please review this document thoroughly, as it will be the basis for all work performed by Presidio on this project.

This Statement of Work is valid for a period of sixty (60) days from the date that this Statement of Work is provided by Presidio to Client unless otherwise agreed to by both parties.

Marion County

Signature

Date

Printed Name

Presidio

Signature

Date

Printed Name & Title

FEE SCHEDULE

PRESIDIO

QUOTE: 2001721021205-02

DATE: 03/23/2021

PAGE: 1 of 3

TO: Marion County Sheriff
 Billy Rawls
 692 NW 30th Ave
 Ocala, FL 34475-5608

 billy.rawls@marionso.com
 (p) 352-369-6867

FROM: Presidio Networked Solutions
 Casey Tursellino
 4211 W. Boy Scout Blvd
 Suite 680
 Tampa, FL 33607

 ctursellino@presidio.com
 (p) 407.641.0558

Customer#: MARIO010
Account Manager: Michael McClelland
Inside Sales Rep: Casey Tursellino
Title: MCSO -Foundation Install No Cameras

#	Part #	Description	Unit Price	Qty	Ext Price
1	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$69,051.40	1.0000	\$69,051.40
		Deliverable: Kickoff and SER			
2	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$58,693.69	1.0000	\$58,693.69
		Deliverable: Cisco IE Switch UPS and Wonderware			
3	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$34,525.70	1.0000	\$34,525.70
		Deliverable: Cabinet and Wall Rack Installs			
4	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$86,314.25	1.0000	\$86,314.25
		Deliverable: Cisco Nexus and Campus Switching			
5	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$58,693.69	1.0000	\$58,693.69
		Deliverable: Genetec Tasks			
6	PS-SVC-FF	Fixed Fee for Presidio employee labor	\$37,978.27	1.0000	\$37,978.27
		Deliverable: Closure and documentation			
Sub Total:					\$345,257.00
Grand Total:					\$345,257.00

QUOTE: 2001721021205-02		MCSO - Foundation Install No Cameras
Item	Milestone/Deliverable Name	Description
1	Kickoff/SER	Project kickoff meeting and SER, (System Engineering Report). This is the first document that will act as the unified information gathering place for the technical side of the project. It is a word document and will be part of the final deliverable as an As-built.
2	Cisco IE Switch UPS and Wonderware	These are the tasks associated with Wachter in the SOW. Door controls, Wonderware software upgrade, jail UPS installs
3	Cabinet and Wall Rack Install	Tasks associated with Wiring tech. mounting, cabling, and moving the existing wall mount racks and labeling
4	Cisco Campus and Nexus Switching	This is the install of the Cisco Nexus core switches and assisting as needed for campus switches
5	Genetec Tasks	These are tasks related to the Genetec workstations and upgrade licensing for the foundational services
6	Project Closure	All project related closeout tasks and document delivery with associated As-builts

PRESIDIO

QUOTE: 2001721021107-02

DATE: 03/23/2021

PAGE: 1 of 3

TO: Marion County Sheriff
 Billy Rawls
 692 NW 30th Ave
 Ocala, FL 34475-5608

 billy.rawls@marionso.com
 (p) 352-369-6867

FROM: Presidio Networked Solutions
 Casey Tursellino
 4211 W. Boy Scout Blvd
 Suite 680
 Tampa, FL 33607

 ctursellino@presidio.com
 (p) 407.641.0558

Customer#: MARIO010
Account Manager: Michael McClelland
Inside Sales Rep: Casey Tursellino
Title: MCSO-Security101 - Video System Equipment-Foundational Phase

#	Part #	Description	Unit Price	Qty	Ext Price
1	PACE1PRMT	Ethernet over UTP/CAT5e adapter kit. Receiver/Transceiver	\$462.03	3	\$1,386.09
2	5020-101	AXIS T8311 JOYSTICK	\$487.07	4	\$1,948.28
3	ADV-ASCII-1M	ASCII plugin - Genetec Advantage coverage for 1 month	\$90.86	7	\$636.02
4	ADV-ASCII-1Y	ASCII plugin - Genetec Advantage coverage for 1 year	\$1,090.26	3	\$3,270.78
5	GSC-1FOD	1 Failover Directory Role	\$1,211.39	1	\$1,211.39
6	GSC-ASCII	ASCII plugin	\$3,634.17	3	\$10,902.51
7	GSC-Om-E-1FC	1 failover camera connection	\$27.87	519	\$14,464.53
8	PS-DS-BUNDLE	Professional Services: up to 24 hrs / FE: up to 8 hrs remote (preparation & closeout) & 16 hrs onsite	\$22,670.28	1.00	\$22,670.28
9	T-SCOTC001-GEN	Security Center - Omnicast™ basic technical certification at a Genetec™ facility, 2 days	\$1,540.20	2.00	\$3,080.40
10	MISC MATERIALS		\$7,291.67	1	\$7,291.67
Sub Total:					\$66,861.95
Grand Total:					\$66,861.95

PRESIDIO

QUOTE: 2001720014420-05

DATE: 03/23/2021

PAGE: 1 of 3

TO: Marion County Sheriff
 Billy Rawls
 692 NW 30th Ave
 Ocala, FL 34475-5608

 billy.rawls@marionso.com
 (p) 352-369-6867

FROM: Presidio Networked Solutions
 Casey Tursellino
 4211 W. Boy Scout Blvd
 Suite 680
 Tampa, FL 33607

 ctursellino@presidio.com
 (p) 407.641.0558

Customer#: MARIO010
Account Manager: Michael McClelland
Inside Sales Rep: Casey Tursellino
Title: MCS Genetec - StreamVault-2000E and 7010EX Appliance

#	Part #	Description	Unit Price	Qty	Ext Price
1	SVS-7010E-4R80-6N-MCBCC	SVS-7000 series - ***MARION COUNTY BCC ONLY*** SCALE OUT NAS - 6 NODE - 32 PORT 40G SWITCHES & CABLE WITH ONSITE DEPLOYMENT SCALE OUT NAS - 6 NODE - 48 PORT 10G SWITCHES & CABLES WITH ONSITE DEPLOYMENT 5YR PRO SUPPORT PLUS 4HR RESPONSE	\$254,690.29	1	\$254,690.29
2	SV-7011EX-R6S-D480-216	Streamvault™ 7011EX Appliance series Rackmount 1U (2) Xeon 4216 32 (2) 1GbE RJ45 (4) 10GbE SFP+ (0) - (2) 480GB 2.5 hot-plug SSD (2) 550W PSU, Windows Server IoT Standard 2019, no RAID, 5YR NBD KYHD, iDRAC9 Enterprise, Genetec™ Security Center pre-installe	\$9,328.61	3	\$27,985.83
3	SV-2011E-R6S-D480-236	Streamvault™ 2011E Appliance series Rackmount 1U (1) Xeon E-2236 16 (2) 1GbE RJ45 (0) - (2) 480GB 2.5 hot-plug SSD (2) 350W PSU, Windows Server IoT Standard 2019, no RAID, 5YR NBD KYHD, iDRAC9 Express, Genetec™ Security Center pre-installed. License sold s	\$4,421.39	2	\$8,842.78

Sub Total: \$291,518.90

Grand Total: \$291,518.90

PRESIDIO

QUOTE: 2001719003962-03

DATE: 03/24/2021

PAGE: 1 of 5

TO: Marion County Sheriff
 Billy Rawls
 692 NW 30th Ave
 Ocala, FL 34475-5608

 billy.rawls@marionso.com
 (p) 352-369-6867

FROM: Presidio Networked Solutions
 Casey Tursellino
 4211 W. Boy Scout Blvd
 Suite 680
 Tampa, FL 33607

 ctursellino@presidio.com
 (p) 407.641.0558

BILL TO: Marion County Sheriff

 692 NW 30th Avenue
 Ocala, FL 34475

SHIP TO: Central Warehouse

 700 NW 30th Avenue
 Unit 200
 Ocala, FL 34475

Customer#: MARIO010
Account Manager: Michael McClelland
Inside Sales Rep: Casey Tursellino
Title: MCS - Wonderware Network Equipment Refresh

#	Part #	Description	Unit Price	Qty	Ext Price
1	33165	3m LC-ST 62.5/125 OM1 Duplex Multimode PVC Fiber Optic Cable - Orange	\$14.08	26.00	\$366.08
2	33174	3m LC-LC 62.5/125 OM1 Duplex Multimode PVC Fiber Optic Cable - Orange	\$16.43	4.00	\$65.72
3	SRT2200RMXLA-NC	APC Smart-UPS SRT 2200VA RM 120V Network Card	\$1,602.54	16	\$25,640.64
4	WBEXTWAR3YR-SP-04	Service Pack 3 Year Warranty Extension (for new product purchases)	\$201.83	16 for 36 mo(s)	\$3,229.28
Florida NASPO ValuePoint Cisco AR 233 (14-19) FL#43220000-W3CA-14-					
IE-2000-16TC-G-E					
5	IE-2000-16TC-G-E	IE2000 with 16FE Copper, 2GE SFP/T and 2FE SFP (Lan Base)	\$1,764.15	6	\$10,584.90
6	IOT-OTHER	Not related to an IoT Solution; For tracking only.	\$0.00	6	\$0.00
7	NO-IOT-SOLUTION	Not related to an IoT Solution; For tracking only.	\$0.00	6	\$0.00
8	CON-SNT-IE20001E	SNTC-8X5XNBD IE 16 10/100,2 FE SF	\$580.32	6 for 36 mo(s)	\$3,481.92
				Total:	\$14,066.82
IE-2000-8TC-G-E					
9	IE-2000-8TC-G-E	IE2000 with 8FE Copper ports and 2GE Combo (Lan Base) - 1588	\$1,243.74	1	\$1,243.74
10	IOT-OTHER	Not related to an IoT Solution; For tracking only.	\$0.00	1	\$0.00
11	NO-IOT-SOLUTION	Not related to an IoT Solution; For tracking only.	\$0.00	1	\$0.00
12	CON-SNT-IE20008E	SNTC-8X5XNBD IE 8 10/100,2 T/SFP,	\$409.45	1 for 36 mo(s)	\$409.45
				Total:	\$1,653.19
GLC-SX-MMD=					
13	GLC-SX-MMD=	1000BASE-SX SFP transceiver module, MMF, 850nm, DOM	\$295.26	28	\$8,267.28
				Total:	\$8,267.28
GLC-FE-100FX-RGD=					

PRESIDIO

QUOTE: 2001719003962-03

DATE: 03/24/2021
PAGE: 2 of 5

14	GLC-FE-100FX-RGD=	100Base-FX Multi ModeRugged SFP	\$164.73	1	\$164.73
					Total: \$164.73
GLC-TE=					
15	GLC-TE=	1000BASE-T SFP transceiver module for Category 5 copper wire	\$244.92	10	\$2,449.20
					Total: \$2,449.20
PWR-IE50W-AC-IEC=					
16	PWR-IE50W-AC-IEC=	AC Power Module w/ IEC Plug	\$267.90	7	\$1,875.30
17	CAB-AC-RA	Power Cord,110V, Right Angle	\$0.00	7	\$0.00
					Total: \$1,875.30
C9300-24S-E					
18	C9300-24S-E	Catalyst 9300 24 GE SFP Ports, modular uplink Switch	\$12,192.30	2	\$24,384.60
19	C9300-NW-E-24	C9300 Network Essentials, 24-port license	\$0.00	2	\$0.00
20	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	2	\$0.00
21	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$712.50	2	\$1,425.00
22	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	4	\$0.00
23	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,453.50	2	\$2,907.00
24	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$57.00	2	\$114.00
25	STACK-T1-3M	3M Type 1 Stacking Cable	\$171.00	2	\$342.00
26	C9300-DNA-E-24S	C9300 DNA Essentials, 24-Port Fiber Term Licenses	\$0.00	2	\$0.00
27	C9300-DNA-E-24S-3Y	C9300 DNA Essentials, 24-Port Fiber, 3 Year Term License	\$347.70	2	\$695.40
28	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	2	\$0.00
29	SC9300UK9-173	UNIVERSAL	\$0.00	2	\$0.00
30	CON-SNT-C930024E	SNTC-8X5XNBD Catalyst 9300 24 GE SFP Ports, modular u	\$3,907.80	2 for 36 mo(s)	\$7,815.60
					Total: \$37,683.60
C9300-48S-E					
31	C9300-48S-E	Catalyst 9300 48 GE SFP Ports, modular uplink Switch	\$13,611.60	1	\$13,611.60
32	PWR-C1-715WAC-P	715W AC 80+ platinum Config 1 Power Supply	\$0.00	1	\$0.00
33	PWR-C1-715WAC-P/2	715W AC 80+ platinum Config 1 SecondaryPower Supply	\$712.50	1	\$712.50
34	CAB-TA-NA	North America AC Type A Power Cable	\$0.00	2	\$0.00
35	C9300-NM-8X	Catalyst 9300 8 x 10GE Network Module	\$1,453.50	1	\$1,453.50
36	CAB-SPWR-150CM	Catalyst Stack Power Cable 150 CM - Upgrade	\$57.00	1	\$57.00
37	STACK-T1-50CM	50CM Type 1 Stacking Cable	\$57.00	1	\$57.00
38	C9300-DNA-E-48S	C9300 DNA Essentials, 48-Port Fiber Term Licenses	\$0.00	1	\$0.00
39	C9300-DNA-E-48S-3Y	C9300 DNA Essentials, 48-port Fiber, 3 Year Term License	\$638.40	1	\$638.40

PRESIDIO

QUOTE: 2001719003962-03

DATE: 03/24/2021

PAGE: 3 of 5

40	NETWORK-PNP-LIC	Network Plug-n-Play Connect for zero-touch device deployment	\$0.00	1	\$0.00
41	SC9300UK9-173	UNIVERSAL	\$0.00	1	\$0.00
42	C9300-NW-E-48	C9300 Network Essentials, 48-port license	\$0.00	1	\$0.00
43	CON-SNT-C930048S	SNTC-8X5XNBD Catalyst 9300 48 GE SFP Ports, modular u	\$4,022.46	1	\$4,022.46
					for 36 mo(s)
					Total:
					\$20,552.46

Total (Florida NASPO ValuePoint Cisco AR233 (14-19) FL#43220000 WSCF-14-ACS)

\$86,712.58

Sub Total: \$116,014.30

Grand Total: \$116,014.30

PRESIDIO

QUOTE: 2001720014336-09

DATE: 03/29/2021

PAGE: 1 of 2

TO: Marion County Sheriff
 Billy Rawls
 692 NW 30th Ave
 Ocala, FL 34475-5608
 billy.rawls@marionso.com
 (p) 352-369-6867

FROM: Presidio Networked Solutions
 Casey Tursellino
 4211 W. Boy Scout Blvd
 Suite 680
 Tampa, FL 33607
 ctursellino@presidio.com
 (p) 407.641.0558

Customer#: MARIO010

Contract Vehicle: Florida NASPO ValuePoint Cisco AR233 (14-19)
 FL#43220000-WSCA-14-ACS

Account Manager: Michael McClelland**Inside Sales Rep:** Casey Tursellino**Title:** Marion County Sheriff - Nexus 9300 Foundation & UPS

#	Part #	Description	Unit Price	Qty	Ext Price
N9K-C93180YC-FX					
1	N9K-C93180YC-FX	Nexus 9300 with 48p 1/10/25G, 6p 40/100G, MACsec	\$9,934.65	2	\$19,869.30
2	MODE-NXOS	Dummy PID for mode selection	\$0.00	2	\$0.00
3	NXK-ACC-KIT-1RU	Nexus 3K/9K Fixed Accessory Kit, 1RU front and rear removal	\$0.00	2	\$0.00
4	NXA-PAC-500W-PI	Nexus NEBs AC 500W PSU - Port Side Intake	\$0.00	4	\$0.00
5	CAB-9K12A-NA	Power Cord, 125VAC 13A NEMA 5-15 Plug, North America	\$0.00	4	\$0.00
6	NXA-FAN-30CFM-B	Nexus Fan, 30CFM, port side intake airflow	\$0.00	8	\$0.00
7	SFP-H10GB-CU1M	10GBASE-CU SFP+ Cable 1 Meter	\$60.68	8	\$485.44
8	NXOS-9.3.5	Nexus 9500, 9300, 3000 Base NX-OS Software Rel 9.3.5	\$0.00	2	\$0.00
9	C1-SUBS-OPTOUT	OPT OUT FOR "Default" DCN Subscription Selection	\$0.00	2	\$0.00
10	QSFP-H40G-CU1M	40GBASE-CR4 Passive Copper Cable, 1m	\$140.49	4	\$561.96
11	NXOS-ES-XF	NX-OS Essentials license for Nexus 9300 (10G+) Platforms	\$6,181.56	2	\$12,363.12
12	CON-ECMU-N9SWESXF	SWSS UPGRADES NX-OS Essentials license for Nexus 9300	\$1,514.70	2 for 36 mo(s)	\$3,029.40
13	CON-SNT-N93YCFX	SNTC-8X5XNBD Nexus 9300 with 48p	\$2,967.43	2 for 36 mo(s)	\$5,934.86
Total:					\$42,244.08
14	SRT1500RMXLA-NC	SMART-UPS SRT 1500VA RM 120V NETWORKCARD	\$1,585.88	6	\$9,515.28
15	WBEXTWAR3YR-SP-04	APC Extended Warranty Service Pack - Technical support - phone consulting - 3 years - 24x7 - for P/N: SRT1500XLJ, SRT192BP2J, SRT192BP2US, SRT192BPUS, SRT96BPJ, SRT96RMBPUS, XU2K0LLXXRCC	\$201.83	6	\$1,210.98

Sub Total: \$52,970.34**Grand Total:** \$52,970.34

PRESIDIO

QUOTE: 2001721018896-05

DATE: 02/18/2021

PAGE: 1 of 7

TO: Marion County Sheriff
 Billy Rawls
 692 NW 30th Ave
 Ocala, FL 34475-5608

 billy.rawls@marionso.com
 (p) 352-369-6867

FROM: Presidio Networked Solutions
 Casey Tursellino
 4211 W. Boy Scout Blvd
 Suite 680
 Tampa, FL 33607

 ctursellino@presidio.com
 (p) 407.641.0558

Customer#: MARIO010
Account Manager: Michael McClelland
Inside Sales Rep: Casey Tursellino
Title: MCSO-Precision 3240 & 3640 options and Monitors

#	Part #	Description	Unit Price	Qty	Ext Price
Precision 3640 Tower					
1	338-BVOL	Intel Core i7-10700 (8 Core 16M cache base 2.9GHz up to 4.8GHz) DDR4-2933	\$233.57	7	\$1,634.99
2	412-AATI	HEATSINK for 65W CPU	\$0.00	7	\$0.00
3	619-AHKN	Win 10 Pro 64 English French Spanish	\$118.43	7	\$829.01
4	658-BCSB	Microsoft(R) Office 30 Days Trial	\$0.00	7	\$0.00
5	321-BFOF	Precision 3640 Tower with 460W up to 90% efficient (80 Plus Gold) PSU Advanced Front I/O with SD card reader	\$141.45	7	\$990.15
6	370-AFGL	16GB 2X8GB-DDR4 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) UDIMM Non-ECC Memory	\$230.28	7	\$1,611.96
7	490-BFXE	AMD Radeon Pro WX 3200 4GB DP 4 Mdp (Precision 3640)	\$130.27	7	\$911.89
8	449-BBNJ	C1: M.2 SSD Boot + Optional M.2 SSD	\$0.00	7	\$0.00
9	780-BBCJ	No RAID	\$0.00	7	\$0.00
10	400-BFGH	512GB PCIe NVMe Class 40 M.2 SSD	\$302.68	7	\$2,118.76
11	400-AKZR	No Hard Drive	\$0.00	7	\$0.00
12	400-AKZR	No Hard Drive	\$0.00	7	\$0.00
13	400-AKZR	No Hard Drive	\$0.00	7	\$0.00
14	400-AKZR	No Hard Drive	\$0.00	7	\$0.00
15	400-AKZR	No Hard Drive	\$0.00	7	\$0.00
16	555-BBJO	No Additional Network Card Selected (Integrated NIC included)	\$0.00	7	\$0.00
17	555-BBFO	No Wireless LAN Card	\$0.00	7	\$0.00
18	817-BBBC	Not selected in this configuration	\$0.00	7	\$0.00
19	492-BCLP	No Additional Port	\$0.00	7	\$0.00
20	429-ABDW	8x DVD+/-RW 9.5mm Optical Disk Drive	\$19.08	7	\$133.56
21	429-ABKQ	Bezel ODD	\$0.00	7	\$0.00
22	658-BBTV	CMS Essentials DVD no Media	\$0.00	7	\$0.00

PRESIDIO

QUOTE:

2001721018896-05

DATE:

02/18/2021

PAGE:

2 of 7

23	631-ACPG	Intel® Management Engine with vPro	\$16.67	7	\$116.69
24	411-XXYB	Boot drive or storage volume is greater than 2TB (select when 3TB/4TB HDD is ordered)	\$0.00	7	\$0.00
25	580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	\$4.60	7	\$32.20
26	275-BBBW	Black Dell MS116 Wired Mouse	\$3.28	7	\$22.96
27	387-BBLW	ENERGY STAR Qualified	\$0.00	7	\$0.00
28	817-BBBC	Not selected in this configuration	\$0.00	7	\$0.00
29	329-BBJL	Trusted Platform Module (Discrete TPM Enabled)	\$0.00	7	\$0.00
30	555-BBFO	No Wireless LAN Card	\$0.00	7	\$0.00
31	450-AH DU	US Power Cord	\$3.28	7	\$22.96
32	340-AGIK	SERI Guide (ENG/FR/Multi)	\$0.00	7	\$0.00
33	340-CRHV	Quick setup guide	\$0.00	7	\$0.00
34	332-1286	US Order	\$0.00	7	\$0.00
35	389-BCGW	No UPC Label	\$0.00	7	\$0.00
36	340-CBUU	SHIP PWS LNK NO NO AMF	\$0.00	7	\$0.00
37	340-COYI	Ship material - EPEAT Certification	\$0.00	7	\$0.00
38	389-DVQZ	Precision 3640 460W Gold Reg Label DAO	\$0.00	7	\$0.00
39	340-CPOZ	Intel Core i7 Label for vPro	\$0.00	7	\$0.00
40	520-AARM	Internal speaker	\$0.00	7	\$0.00
41	575-BBBI	No Stand Option	\$0.00	7	\$0.00
42	461-AABV	No Accessories	\$0.00	7	\$0.00
43	817-BBBC	Not selected in this configuration	\$0.00	7	\$0.00
44	817-BBBC	Not selected in this configuration	\$0.00	7	\$0.00
45	525-BBCL	SupportAssist	\$0.00	7	\$0.00
46	640-BBLW	Dell(TM) Digital Delivery Cirrus Client	\$0.00	7	\$0.00
47	640-BBSC	Dell Optimizer for Precision	\$0.00	7	\$0.00
48	640-BBSE	Dell Premier Color 5.1	\$0.00	7	\$0.00
49	658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS Drivers Firmware and Apps)	\$0.00	7	\$0.00
50	658-BBRB	Waves Maxx Audio	\$0.00	7	\$0.00
51	658-BEOK	Dell SupportAssist OS Recovery Tool	\$0.00	7	\$0.00
52	384-BCGU	NO FAN	\$0.00	7	\$0.00
53	817-BBBB	Custom Configuration	\$0.00	7	\$0.00

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54	210-AWEJ	Precision 3640 Tower CTO BASE	\$158.80	7	\$1,111.60
55	650-AAAM	No Anti-Virus Software	\$0.00	7	\$0.00
56	340-CKSZ	No AutoPilot	\$0.00	7	\$0.00
57	620-AALW	OS-Windows Media Not Included	\$0.00	7	\$0.00
58	997-2808	Dell Limited Hardware Warranty Plus Service	\$39.48	7	\$276.36
59	997-2811	Onsite/In-Home Service After Remote Diagnosis 3 Years	\$64.14	7	\$448.98
60	822-3177	Partner Success Program Management	\$0.82	7	\$5.74
Total (Precision 3640 Tower):					\$10,267.81
Precision 3240 Compact					
61	338-BVOL	Intel Core i7-10700 (8 Core 16M cache base 2.9GHz up to 4.8GHz) DDR4-2933	\$233.57	19	\$4,437.83
62	619-AHKN	Win 10 Pro 64 English French Spanish	\$118.43	19	\$2,250.17
63	658-BCSB	Microsoft(R) Office 30 Days Trial	\$0.00	19	\$0.00
64	321-BFVY	Precision 3240 Compact Chassis	\$77.08	19	\$1,464.52
65	370-AFQF	16GB 2X8GB DDR4 2666MHz or 2933MHz (2933MHz requires Intel Core i7 or above) SoDIMM Non-ECC Memory	\$259.09	19	\$4,922.71
66	412-AATU	80W CPU Heatsink	\$0.00	19	\$0.00
67	490-BGCP	NVIDIA Quadro P1000 4GB 4 mDP to DP adapter	\$297.95	19	\$5,661.05
68	780-BCPU	C2 M.2 PCIe Boot SSD	\$0.00	19	\$0.00
69	780-BBCJ	No RAID	\$0.00	19	\$0.00
70	400-BJQO	512GB PCIe Class 40 M.2 SSD	\$297.95	19	\$5,661.05
71	400-AKZR	No Hard Drive	\$0.00	19	\$0.00
72	400-AKZR	No Hard Drive	\$0.00	19	\$0.00
73	555-BBJO	No Additional Network Card Selected (Integrated NIC included)	\$0.00	19	\$0.00
74	555-BBNG	Thank you for Choosing Dell	\$0.00	19	\$0.00
75	817-BBBC	Not selected in this configuration	\$0.00	19	\$0.00
76	492-BCLP	No Additional Port	\$0.00	19	\$0.00
77	631-ACRL	vPro - Manageability	\$19.43	19	\$369.17
78	580-ADJC	Black Dell KB216 Wired Multi-Media Keyboard English	\$4.60	19	\$87.40
79	275-BBBW	Black Dell MS116 Wired Mouse	\$3.28	19	\$62.32
80	387-BBLW	ENERGY STAR Qualified	\$0.00	19	\$0.00
81	379-BDZB	EPEAT 2018 Registered (Gold)	\$0.00	19	\$0.00
82	340-ACBY	Dell Precision TPM	\$0.00	19	\$0.00

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83	555-BBFO	No Wireless LAN Card	\$0.00	19	\$0.00
84	450-AHED	US Power Cord	\$3.24	19	\$61.56
85	340-AGIK	SERI Guide (ENG/FR/Multi)	\$0.00	19	\$0.00
86	340-CRZJ	Quick Setup Guide - Precision 3240	\$0.00	19	\$0.00
87	332-1286	US Order	\$0.00	19	\$0.00
88	389-BCGW	No UPC Label	\$0.00	19	\$0.00
89	340-CRZI	340-CRZI	\$0.00	19	\$0.00
90	389-DWQC	389-DWQC	\$0.00	19	\$0.00
91	340-CPOZ	Intel Core i7 Label for vPro	\$0.00	19	\$0.00
92	520-AART	Internal speaker	\$0.00	19	\$0.00
93	575-BBBI	No Stand Option	\$0.00	19	\$0.00
94	461-AABV	No Accessories	\$0.00	19	\$0.00
95	492-BBFF	No PCIe add-in card	\$0.00	19	\$0.00
96	620-AALW	OS-Windows Media Not Included	\$0.00	19	\$0.00
97	817-BBBC	Not selected in this configuration	\$0.00	19	\$0.00
98	525-BBCL	SupportAssist	\$0.00	19	\$0.00
99	640-BBLW	Dell(TM) Digital Delivery Cirrus Client	\$0.00	19	\$0.00
100	640-BBSC	Dell Optimizer for Precision	\$0.00	19	\$0.00
101	658-BBMR	Dell Client System Update (Updates latest Dell Recommended BIOS Drivers Firmware and Apps)	\$0.00	19	\$0.00
102	658-BBRB	Waves Maxx Audio	\$0.00	19	\$0.00
103	658-BEOK	Dell SupportAssist OS Recovery Tool	\$0.00	19	\$0.00
104	340-CKSZ	No AutoPilot	\$0.00	19	\$0.00
105	450-AKEM	240W A/C Adapter	\$31.74	19	\$603.06
106	650-AAAM	No Anti-Virus Software	\$0.00	19	\$0.00
107	817-BBBB	Custom Configuration	\$0.00	19	\$0.00
108	210-AWXT	Precision 3240 Compact CTO BASE	\$0.00	19	\$0.00
109	403-BBCE	Integrated Intel SATA Controller	\$0.00	19	\$0.00
110	997-2808	Dell Limited Hardware Warranty Plus Service	\$39.48	19	\$750.12
111	997-2811	Onsite/In-Home Service After Remote Diagnosis 3 Years	\$64.14	19	\$1,218.66
112	822-3177	Partner Success Program Management	\$0.82	19	\$15.58

Total (Precision 3240 Compact):

\$27,565.20

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Dell 27 USB-C Monitor – P2719HC

113	210-AQCQ	Dell 27 USB-C Monitor – P2719HC	\$307.39	26	\$7,992.14
114	815-2491	Dell Limited Hardware Warranty	\$7.26	26	\$188.76
115	815-2492	Advanced Exchange Service 3 Years	\$0.00	26	\$0.00

Total (Dell 27 USB-C Monitor – P2719HC):					\$8,180.90
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Dell UltraSharp 27 USB-C Hub Monitor - U2721DE

116	210-AWKH	Dell UltraSharp 27 USB-C Monitor - U2721DE	\$394.39	19	\$7,493.41
117	814-9422	Dell Limited Hardware Warranty	\$0.00	19	\$0.00
118	814-9423	Advanced Exchange Service 3 Years	\$0.00	19	\$0.00

Total (Dell UltraSharp 27 USB-C Hub Monitor - U2721DE):					\$7,493.41
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Sub Total:	\$53,507.32
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Grand Total:	\$53,507.32
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TOTAL ALL QUOTES

QUOTE #	DESCRIPTION	TOTAL
2001721021205-02	MCSO - Foundation Install No Cameras	\$345,257.00
2001721021107-02	MCSO - Security 101 - Video System Equip. - Foundation Phase	\$ 66,861.95
2001720014420-05	MCSO - Genetec - SteamVault - 2000E and 7010EX Appliance	\$291,518.90
2001719003962-03	MCSO - Wonderware Network Equipment Refresh	\$116,014.30
2001720014336-09	MCSO - Nexus 9300 Foundation & UPS	\$ 52,970.34
2001721018896-05	MCSO - Precision 3240 & 3640 Options and Monitors	\$ 53,507.32
PROJECT TOTAL		\$926,129.81

PRESIDIO

Quote valid for 30 days. Payment of invoices are due within 30 days from date of invoice unless other terms are issued. Late payments are subject to interest charges of the lesser of 1% per month or the maximum amount allowed by law. All prices subject to change without notice. Supply subject to availability. This Quote is subject to Presidio's Standard Terms and Conditions below. Any changes to the following Terms and Conditions must be accepted in writing by Presidio, otherwise, CLIENT agrees to be bound by the following Terms and Conditions and pricing contained herein:

Pricing

- Quoted prices exclude applicable taxes. Invoicing will include applicable taxes unless a valid tax exempt certificate is provided.
- The price included herein reflects a 3% discount for payment by cash, check or wire transfer. This discount will not apply in the event that CLIENT pays using a credit card or debit card.
- Prices exclude freight, handling or insurance (unless itemized in the quote).
- Pricing for Professional Services are best-effort estimates only. Actual pricing will be finalized as part of a mutually-agreeable Statement of Work.

Invoicing

- CLIENT is billed upon shipment from the manufacturer and shall accept and pay for partial shipment of products.
- Usage-Based Services Terms and Conditions. For Usage-Based Services purchased by CLIENT, Presidio shall invoice CLIENT once a month. Notwithstanding the amounts included on the applicable purchase order, the invoice for Usage-Based Services will vary from month to month based upon CLIENT's usage and CLIENT shall be obligated to pay all charges for the Usage-Based Services used by CLIENT in the previous month. If CLIENT is delinquent in its payment obligations for the Usage-Based Services, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the Usage-Based Services due to CLIENT's delinquent or non-payment.
- Enterprise Software, Licensing and Subscription Services ("Enterprise Agreement"). For Third-Party-provided, enterprise-based software licensing and services, Presidio shall invoice CLIENT according to the terms of the Enterprise Agreement between CLIENT and the Third Party. If CLIENT is delinquent in its payment obligations hereunder, then, upon reasonable, prior notice, Presidio reserves the right to suspend or discontinue such services at its sole discretion. CLIENT acknowledges and agrees that such discontinuation or suspension by PRESIDIO will not constitute a breach of PRESIDIO'S obligations to CLIENT. CLIENT agrees to indemnify and hold harmless PRESIDIO for any resulting damages due to the suspension or discontinuation of the services due to CLIENT's delinquent or non-payment.

Freight, Handling, Shipping

- CLIENT will be billed for Presidio's and/or the manufacturer's freight charges.
- Title/Risk of loss passes to CLIENT Freight on Board (FOB) origin (FOB destination (CONUS) applicable to Federal Government CLIENTS only) unless otherwise agreed to in writing by Presidio. Orders shipped from a manufacturer to Presidio at CLIENT request for warehousing, configuration, storage or otherwise, shall be deemed to have been shipped to CLIENT FOB origin.
- Presidio accepts no responsibility / liability in connection with the shipment.
- International delivery services include (i) Consolidated billing in USD for all international deliveries (ii) Consolidated contracting with one entity, namely Presidio (iii) Single point of contact (iv) Freight forwarding including exportation permits, application of tariff headings, customs clearance (including import permits, licenses, certificates) (v) Asset Management, Tracking & Reporting.
- Goods held in a Presidio warehouse either a) at the CLIENT's request or b) in the event CLIENT refuses to accept delivery, may be subject to warehousing fees of 1% of the list price of such goods.

Warranty and Limitation of Liability

- Product is warranted by the Manufacturer, not by Presidio. Please consult Manufacturer for warranty terms. IN NO EVENT SHALL PRESIDIO BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, ARISING IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. PRESIDIO'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR DAMAGES FROM ANY CAUSE WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, NONPERFORMANCE OR MISREPRESENTATION, AND REGARDLESS OF THE FORM OF ACTIONS, SHALL BE LIMITED TO THE AMOUNT WHICH HAS BEEN ACTUALLY PAID TO PRESIDIO BY CLIENT FOR PRODUCTS HEREUNDER.

Return Policy

- CLIENTS return rights are subject to the return policies (& fees including restocking) of the applicable manufacturer
- A Presidio-issued Return Material Authorization (RMA) is required & needs to accompany returned items before any credit is issued to a CLIENT. Presidio reserves the right to deny RMA requests in the event the Manufacturer will not provide for an authorized return. If integration of product is performed at a Presidio facility, transfer of ownership occurs as of inception of integration regardless of shipment terms as manufacturers will not accept return of open product.
- CLIENTS have 15 calendar days from original ship date to request a RMA (unless shorter period is required by manufacturer)
- Items returned must be in original shipping cartons, unopened, unused, undamaged and unaltered failing which Presidio is entitled to reject acceptance of items or charge further fees
- The CLIENT is responsible for shipping fees to the destination highlighted in the RMA
- Opened software cannot be returned

Cancellation Policy

- CLIENT's cancellation of purchase order rights are subject to the cancellation policies (& fees) of the applicable manufacturer

Leases

- In the event Presidio does not receive payment for leased goods purchased on the CLIENT's behalf from the applicable third-party financing entity, CLIENT is obligated to pay Presidio for all such goods as indicated in the applicable Presidio invoice.

Software terms

- Software is subject to the license terms that accompany it.
- License terms are established between the CLIENT & owner of the software
- Unless Presidio is the owner or licensor, Presidio makes no representations and/or warranties relating to its operation, ownership or use.

Term and Termination of Orders: Usage-Based Services, Enterprise Agreements and Multi-Year Orders

- The terms of use for Usage-Based Services (i.e. Cisco-provided WebEx or Software as a Service (SaaS)) are established by the applicable third-party provider of such services either at the applicable third-party provider website or via the separate agreement between CLIENT and third-party provider.
- The "Initial Term" of an order for Usage-Based Services and/or Enterprise Agreement ("Order") starts on the date the Usage-Based Services and/or Enterprise Agreement are available for use by CLIENT and lasts for the time period stated in the Order. After the Initial Term, unless prohibited by applicable law, there will be an automatic "Renewal Term" of the same length of time unless CLIENT notifies Presidio in writing that CLIENT does not want to renew at least sixty (60) days before the end of the then current Initial Term or Renewal Term. If the fees will change for the Renewal Term, Presidio will notify CLIENT reasonably in advance of the Renewal and in time for CLIENT to accept or reject renewing the Usage-Based Services and/or Enterprise Agreement. If CLIENT agrees with the fee changes, CLIENT may do nothing and the new fees will apply for the upcoming Renewal Term.
- Either party may terminate an Order by providing the other party written notice of termination at least sixty (60) days before the end of such Initial or Renewal Term. The termination will be effective on the last day of the Initial or Renewal Term and CLIENT will pay for the Usage-Based Services and/or Enterprise Agreement until the end of the current Initial or Renewal Term regardless of when CLIENT provided notice. Notwithstanding the foregoing, Usage-Based Services and Enterprise Agreements ordered are strictly non-cancelable during the Initial Term or Renewal Term except as otherwise provided in the applicable Service Terms and/or otherwise agreed upon in writing by Presidio. CLIENT will not be entitled to any refund for terminated Usage-Based Services or Enterprise Agreements during the Initial Term or Renewal Term except as agreed upon in writing by Provider and/or Presidio

Multi-Year Agreements

- For multi-year agreements, CLIENT expressly agrees to enter into a binding, non-cancelable agreement per the billing schedule set forth in the quote. THE CLIENT ACKNOWLEDGES AND AGREES THAT THE CLIENT'S AGREEMENT AND PAYMENTS FOR A MULTI-YEAR TRANSACTION ARE ESSENTIAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES FOR MULTI-YEAR AGREEMENTS, SUCH THAT PRESIDIO WOULD NOT HAVE ENTERED INTO A MULTI-YEAR TRANSACTION WITHOUT SUCH AGREEMENT.

SmartNet (Third party Maintenance)

- CLIENTS rights are subject to the terms provided by the applicable manufacturer. (per website address)

PRESIDIO

Confidential Information.

- CLIENT agrees that this quote is Presidio Confidential Information. CLIENT shall not disclose this quote to any third party for any purpose. CLIENT agrees to protect this Quote to the same extent that it protects its own Confidential Information, but with no less than a reasonable degree of care.

Export Law Compliance.

- CLIENT has been advised that any hardware or software provided to CLIENT via this Quote and/or subsequent purchase order may be subject to the U.S. Export Administration Regulations. CLIENT agrees to comply with all applicable United States export control laws, and regulations, as from time to time amended, including without limitation, the laws and regulations administered by the United States Department of Commerce and the United States Department of State.

Miscellaneous Terms

- Preprinted terms appearing on CLIENT Purchase Orders must be accepted in writing by Presidio to be applicable. Presidio's performance of such purchase order shall not constitute Presidio's acceptance of new or different terms, including pre-printed terms on such order. In absence of a purchase order, CLIENT agrees that its signature below grants Presidio the right to invoice CLIENT and authorizes payment to Presidio for the amounts owed.