

City of Quincy

City Hall
404 West Jefferson Street
Quincy, Florida 32351

www.myquincy.net



WORKSHOP

Tuesday, February 1, 2022
6:00 PM

City Hall Commission Chambers

City Commission

Mayor Ronte R. Harris - District III
Mayor Pro-Tem Keith A. Dowdell - District I
Commissioner Angela G. Sapp - District II
Commissioner Freida Bass-Prieto - District IV
Commissioner Anessa A. Canidate - District V

"An All American City in the Heart of Florida's Future"

PUBLIC NOTICE

CITY OF QUINCY COMMISSION WORKSHOP

Quincy City Hall
Commission Chambers
404 W. Jefferson Street | Quincy, Florida 32351

**Tuesday, February 1, 2022
6:00pm**

All interested members of the public are hereby invited to attend a Workshop on Tuesday, February 1, 2022 at 6:00pm in the City Commission Chambers.

Workshop Discussion:

- Fiber Optic

For additional information please call the City of Quincy at 850.618.0020.

**City of Quincy
City Commission
WORKSHOP AGENDA REQUEST**

Date of Workshop: February 1, 2022

To: The Honorable Mayor Ronte Harris and Members of the City of Quincy Commission

From: Dr. Beverly A. Nash, Ph.D., Interim City Manager
Robin Ryals, Director, Utilities Department
Marcia Carty, Director, Finance Department

Subject: **Capital Project: Fiber Optic – City of Quincy, Florida**

WORKSHOP AGENDA

Statement of Issue/Justification: (FEMA) To restore the pre-disaster function made to the fiber optic cable (attached to utilities distribution line poles destroyed by Hurricane Michael – October 2018 – used for communications with electrical substations system).

Statement of Issue/Justification: (City of Quincy): Rebuilding the Fiber Optic Network

1. BACKGROUND/HISTORICAL PERSPECTIVE

- a. Notice of Special Meeting and Budget Workshop, August 19, 2020, 5:30 pm via Zoom. Discussion: Fiber Backbone Bid Award
- b. Minutes of Special Meeting, August 19, 2020.
- c. Regular Commission Meeting, September 22, 2020 per Jack L. McLean Jr. Subject: Authorization to Repair Hardware Infrastructure for Fiber Backbone Grid
- d. Regular Commission Meeting, September 22, 2020 per Jack L. McLean Jr. Subject: Software Upgrade for Fiber Backbone Grid
- e. Minutes of September 22, 2020, Virtual Regular City Commission Meeting

f. Additional Narrative:

The City of Quincy Fiber Network (WAN) was completed and went live in July 2004. Initially, built to provide high speed internet, phone and cable to the citizens of Quincy. The network did accomplish all of those goals. In 2011 the commission made a

decision to leverage the network to create a means to give customers more control over their utility usage by implementing a “smart metering system” using the fiber to carry readings and allow customers the ability (if they choose) to change their usage habits by reviewing data from the smart meters to know when demand was higher. This became known as a “smart grid” because the grid was communicating not only with the provider (the City), but also, with the customer.

The City chose the **Tantalus** product because it allowed for fiber and/or wireless transmission of electric, water, and gas readings. The Advanced Metering Infrastructure (AMI) went live in 2012 allowing members of the City staff to view electric meter readings in real time from our computers. We could remotely turn on and off meters in the field that were designed for such interdiction. The project moved forward install wireless readers on water meters. **In 2014, for reasons unknown the project was stopped. October 2018 Hurricane Michael destroyed a major portion of the outside plant (aerial fiber) and cabinets.** Prior to Hurricane Michael maintenance on the network had become non-existent with the exception of the local runs to the department buildings. The electronics in the substation were not kept under support contracts; newer models were not purchased. That brings us to today. We are reviving the network to provide one thing: Advanced Metering Infrastructure. (AMI). AMI would provide a mechanism to remotely read electric, water, and gas meters. But how do we get there?

2. OUTSIDE PLANT CONSTRUCTION

- a. The outside plant is simply the fiber on the poles, the cabinets and splitters in the field, and the electronics on the homes (meters and IP collectors). The rebuilding process has begun. The contractor reports that 85% of the outside damaged from hurricane and lack of maintenance has been restored. The remaining time to complete the 15% is dependent upon the supply channel and markets.
Contractors/Vendors
 - i. John Thomas, Expert In Sites, LLC
 - ii. Stephen Gauss, Expert In Sites, LLC
 - iii. Joshua Williams, Strategic Innovative Ventures, Inc. (consulting services)
 - iv. Sam Powell (Applied Com-Tek, LLC) (fiber backbone connection)

3. SUBSTATION (BACK OFFICE)

- a. This is where the servers, switches and light the pushes the signal originates. All of these items has to be replaced and/or upgraded. We have 80% of the hardware onsite at the substation. There was an extended lapse in a local vendor providing a critical piece of equipment which delayed the turn-up. Nokia/Light speed has given us a 60 day once they receive our PO to get the AMS shelf up and running. This is a central piece of the grid. Once this is up and running then we can begin seeing meters in the field. Once that happens we will begin fine tuning the process.
- b. GOAL: Read the meters remotely: i.e., Electric, Gas, and Water.
 - i. Takeover of VMware Support Account (Get ESXi license for server) (Stephen) – DONE
 - ii. Takeover of Fortinet Support Account to register the Substation Firewall (Stephen) – Done Takeover of Redhat Support Account (Licenses for AMS Operating System) (Joshua)
 - iii. Reset and Configure Firewall (Secure Substation Network) (Stephen)
 - iv. Re-Install of ESXi Server (Host for AMS Server) (Stephen)
 - v. Remote Access Configured for Nokia/Lightspeed Engineers (Stephen)
 - vi. Purchase Order for Nokia/Lightspeed (John)
 - vii. Nokia/Lightspeed Install AMS Server via Remote (with Stephen)
 - viii. Nokia/Lightspeed Install OmniVista 2500 Network Management via Remote (with Stephen)
 - ix. Nokia/Lightspeed Connect to Shelf and Configure (with Stephen)
 - x. Configure IPsec Tunnel for Tantalus (Stephen)
 - xi. Tantalus configures AMI Server (With Stephen)
- c. Contractors/Vendors
 - i. John Thomas, Expert In Sites, LLC
 - ii. Stephen Gauss, Expert In Sites, LLC
 - iii. Lightspeed Technologies, Inc. - Nokia customized layout, Access Management System (AMS) and Optical Line Terminal (OLT) – purchase order waiting for commission approval – will be in agenda packet for February 8, 2022.
 - iv. Tantalus Systems, Inc. (communication collectors' devices)
 - v. Joshua Williams, Strategic Innovative Ventures, Inc. (consulting services)
 - vi. Atlantic Engineering Group, Inc. (AEG)
 - vii. Comcast Business

- viii. Alcatel-Lucent Enterprise Equipment
- ix. Nokia

4. POINT & PAY/EXCELERON

- a. This project is in the structural phase of delivery. It is at the point where a bridge must be constructed from ADG to Exceleron for this project to be successful. The progress is slow but progress is being made. Must conduct a phase-in process.
- b. Contractors/Vendors
 - i. ADG System
 - ii. Point & Pay
 - iii. Exceleron

5. FEMA PROJECT (HURRICANE MICHAEL DECLARATION 4399DR-FL)

- a. Contractors/Vendors
 - i. Kyle Jones, President, Rostan Solutions, LLC
 - ii. Keithan Williams, Project Manager, Rostan Solutions, LLC

6. BUDGET AND EXPENDITURES TO DATE

- a. Marcia Carty, Director, Finance Department
- b. Cost Incurred as of January 27, 2022**

City of Quincy, Florida				
Fiber Optic Cost Amount Expended and Encumbered				
From 10/1/2019 to 01/27/2022				
GL Account Number	FY 09/30/20	FY 09/30/21	YTD FY 09/30/22	Total
402-540-535-60646	\$ 50,833.70	\$ 36,678.01	\$ 15,996.72	\$ 103,508.43
403-591-531-60646	\$ 212,349.08	\$ 111,137.56	\$ 75,084.40	\$ 398,571.04
404-539-533-60646	\$ 45,254.72	\$ 38,105.92	\$ 15,996.72	\$ 99,357.36
405-561-532-60646	\$ 54,659.77	\$ 28,770.40	\$ 15,996.71	\$ 99,426.88
Total as of 01/27/2022	\$ 363,097.27	\$ 214,691.89	\$ 123,074.55	\$ 700,863.71

7. CLOSE-OUT/COMPLETION

- a. Contractors/Vendors
 - i. Joshua Williams, Strategic Innovative Ventures, Inc. (consulting services)
 - ii. Stephen Gauss, Expert In Sites, LLC
 - iii. John Thomas, Expert In Sites, LLC

iv. Tantalus

Audience/Participants:

- Levine Stivers Law, LLC, 245 E. Virginia Street, Tallahassee, Florida

Attachments:

Exhibit A: Strategic Innovative Ventures, Inc. – Fiber Network Engineer Contract (Joshua Williams, Jr.)

Exhibit B: Fiber Infrastructure – 6 Month Progress Report, June 2020-December 2020, Strategic Innovative Ventures, Inc.

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



SPECIAL MEETING

August 19, 2020

5:30 PM

City Hall Commission Chambers

City Commission

Mayor Ronte Harris - District III

Mayor Pro-Tem Angela Sapp - District II

Commissioner Keith Dowdell - District I

Commissioner Freida Bass-Prieto - District IV

Commissioner Anessa Canidate - District V

"An All American City in the Heart of Florida's Future"



**City of Quincy, Florida
SPECIAL MEETING/WORKSHOP**

AGENDA

**August 19, 2020
5:30 P.M.**

City Hall Commission Chambers Via Zoom

Call to Order

Roll Call

Special Meeting Items of Discussion

- Solar Array Professional Consultant Selection
 - Jack L. McLean Jr., City Manager
 - Robin Ryals, Utilities Director

- Fiber Backbone Bid Award
 - Jack L. McLean Jr., City Manager
 - David Rittman, IT Administrator

Workshop Items of Discussion

- Preliminary 2020-2021 Budget – Summary of Changes
 - Jack L. McLean Jr., City Manager
 - Marcia Carty, Finance Director

- Residential Sales Analysis
 - Jack L. McLean Jr., City Manager
 - Marcia Carty, Finance Director

Adjournment

CITY COMMISSION
Tuesday, August 19, 2020
5:37 P.M. (Eastern Standard Time)

VIRTUAL SPECIAL MEETING
QUINCY, FLORIDA 32351

CITY COMMISSION VIRTUAL SPECIAL MEETING MINUTES

The City of Quincy City Commission met in a regular virtual session via Zoom Communication and Video Conferencing, Wednesday, August 19, 2020, with **Mayor Ronte Harris** presiding and the following Commissioners in attendance:

Mayor Pro-Tem Angela G. Sapp
Commissioner Anessa A. Canidate
Commissioner Keith A. Dowdell - Absent
Commissioner Freida Bass-Prieto

City Staff and Guests:

Jack L. McLean Jr., City Manager
Gary Roberts, City Attorney
Janice Shackelford, City Clerk
Glenn Sapp, Police Chief and Sergeant-at-Arms
Bernard Piawah, Building and Planning Director
Reggie Bell, Public Works Director
Curtis Bridges, Fire Chief
Ann Sherman, Human Resources Director
Vancheria Perkins, Executive Assistant to the City Manager
Robin Ryals, Utilities Director
Marcia Carty, Finance Director
David Rittman, IT Administrator
Rob Nixon, CRA Manager
Jim Southerland Sr., Southerland Enterprises
Joshua Williams, IT Contractor

The special virtual meeting was recorded, televised, and transmitted by way of the City of Quincy's Facebook page, TV Channel (WQTN-13), and Zoom Communication and Video Conferencing. (Please note: Digital formatted documents/media are public records.)

1. Called to Order:

Mayor Harris called the special virtual meeting to order at 5:37 pm, followed by rolled call given by the City Clerk, Janice Shackelford. Mayor Harris called for a motion to excuse Commissioner Dowdell from the special meeting. The motion was seconded.

The motion passed 4 to 0.

2. Special Meeting Items of Discussion

Solar Array Professional Consultant Selection

- Jack L. McLean Jr., City Manager
- Robin Ryals, Utilities Director

Summary of Discussion by Staff and Commissioners.

City Manager, Jack L. McLean Jr., The project will allow the City the opportunity to generate some of its electric power. One responsive bidder, Florida Solar United Utilities, LLC, and the Hofstadter & Associates, Inc., responded to July 1, 2020, RFP.

City Manager, Jack L. McLean Jr., stated that both companies have an extensive background in providing solar to wastewater treatment.

City Manager, Jack L. McLean Jr., made a recommendation to approve option one, by selecting Florida Solar Utilities, LLC, and Hofstadter & Associates, Inc., for this project.

Commissioner Bass-Prieto, asked how does it work when two companies come together, and we pay them for one contract, and what happens if one company does not complete their part, what protection do we have when two companies come together?

Commissioner Bass-Prieto, asked is it normal for only one company to respond, or is it because of the specific kind of work?

City Manager, Jack L. McLean Jr., responded to Commissioner Bass-Prieto's questions, that the responsive companies assisted the City in securing the grant, and is most familiar with this line of work.

City Manager, Jack L. McLean Jr., stated that there are not many companies that would bid on this type of project, and these two companies have a mutual working relationship.

Robin Ryals, Utilities Director, stated that the ability and expertise of both companies to perform this job are high.

Mr. Ryals, Utilities Director, also stated that partnering with the companies would allow for the City to save money, due to a portion of the work done by his crew.

Mayor Pro Tem Sapp asked what is the different services that each company will be providing, or are they all intertwined were?

City Manager, Jack L. McLean Jr., responded that Florida Solar Utility has the expertise, and provided the feasibility study. Hofstadter & Associates, Inc., will provide engineering services.

With there being no further discussion, Mayor Pro Tem Sapp made a motion to approve Option One, Florida Solar Utilities, LLC, and Hofstadter & Association, as the engineer for the project. The motion was properly seconded by Commissioner Bass-Prieto

The motion carried 4 to 0

3. Fiber Backbone Bid Award

- Jack L. McLean Jr., City Manager
- David Rittman, IT Administrator

Summary of Discussions by Staff and Commissioners

City Manager, Jack L. McLean Jr., provided the background in rebuilding the fiber backbone.

Mayor Pro Tem Sapp, asked will the rebuilding of the fiber backbone grid affect the email system?

City Manager, Jack L. McLean Jr. responded that the email is on a different system. City Manager, Jack L. McLean Jr. added that Mr. Rittman should have sent out a memorandum explaining to the commissioners the plan to transition from the old system into an efficient platform.

David Rittman, IT Administrator, stated that he is working on transferring emails from the old system into an efficient platform.

City Manager, Jack L. McLean Jr., stated to David Rittman, IT Administrator, that the commissioners be a priority since some are having problems with their emails.

City Manager, Jack L. McLean Jr., confirmed Mayor Pro Tem Sapp's question that the fiber optic project is a joint effort between IT and the Utilities Dept.

City Manager, Jack L. McLean Jr. stated this system restores the automatic reading system for the meters and allows data to get transferred back to the City.

City Manager, Jack L. McLean Jr., responded to Mayor Pro Tem Sapp's question that the meter readers would be repurposed for other jobs.

Robin Ryals, Utilities Director, added that there would be plenty of work.

City Manager, Jack L. McLean Jr., confirmed Commissioner Bass-Prieto's question, that the City would be going back to overhead fiber.

Robin Ryals, Utilities Director, responded to Commissioner Bass-Prieto's question that the life expectancy on a transponder depends on how many times information is extracted, which is not a considerable expense.

City Manager, Jack L. McLean responded to Mayor Pro Tem Sapp's question that the project is reimbursable through FEMA. City Manager, Jack L. McLean Jr., added that three additional companies submitted bids that were higher than Applied Com-Tek.

With there being no further discussion, Mayor Pro Tem Sapp made a motion to approve Option One, to direct staff to begin the negotiation process with Applied Com-Tek Inc, to complete the rebuild of the fiber backbone. The motion was properly seconded by Commissioner Candidate.

The motion carried 4 to 0.

Mayor Harris entertained a motion to adjourn the special meeting. The motion was properly seconded.

Please Note: The City Commission places the official copies of meeting minutes on file with the Office of the City Clerk upon approval.

Submitted by Janice Shackelford, City Clerk.

APPROVED:

Ronte Harris, Mayor and Presiding
Officer of the City Commission and
the City of Quincy, Florida

ATTEST:

Janice Shackelford, City Clerk
Clerk of the of Quincy, Florida
Clerk of the City Commission

FIBER BACKBONE

Bid Award

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: AUGUST 19, 2020

DATE OF REQUEST AUGUST 19, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager
David Rittman, IT Administrator

SUBJECT: RFP – Repair of Fiber Backbone Grid
Project Number: 105760 Fiber Optic Communication
Lines Under Hurricane Michael FEMA Public
Assistance 4399DR-FL

Statement of Issue:

In the Fall of 2018, the City of Quincy was hit by Hurricane Michael, which devastated the fiber infrastructure of the City's Utility Grid System. The Federal Emergency Management Agency (FEMA) completed a physical assessment of the fiber destroyed by the storm and agreed that in an effort to fully assess what was damaged City wide, however, the backbone system needs to be repaired first. Once the backbone fiber system is lit, all of the damaged fiber connections in and around the City will be known.

The information provided herein concerns the reinstallation of the fiber backbone Grid for the City of Quincy. Under the Hurricane Michael FEMA Public Assistance Project: 105760, the City of Quincy put out a RFP for fiber proposals from qualified vendors to provide solutions to repair the damaged fiber connections in the City's backbone.

The RFP from the City of Quincy provided the necessary technical support to re-establish the fiber backbone system and to further assess the damages City-wide from Hurricane Michael. The authorized funds for this RFP will be reimbursed through the FEMA Project.

Background of the RFP for the Fiber Grid:

The current RFP was advertised via the web and with companies able to provide fiber backbone rebuild services on July 13, 2020. The due date for applicants to submit their RFP was on Monday, August 17, 2020 by 2:00pm in the City Manager's Office. Three companies submitted their RFP but indicated that they could not provide all of the services. Staff received one completed proposal from Applied Com-Tek, Inc of Quincy, Florida. Applied Com-Tek, Inc met all of the RFP requirements. This company is local and possesses the experience and subject matter expertise to meet the needs of the City and has over 20 years of technical experience in the area of fiber optics.

Staff Recommendation:

It is staff recommendation that the City Commission select and approve the proposed vendor; **Applied Com-Tek, Inc**, who has met the qualifications of the RFP and has submitted the most detailed budget/plan and direct Staff to begin negotiations with Applied Com-Tek, Inc., to provide the necessary services to complete the rebuild of the fiber backbone. **Total Bid = \$50,460.00**

Options:

Option1: Approve the proposed RFP from Applied Com-Tek, Inc and direct Staff to begin the negotiation process to provide the necessary services to complete the rebuild of the fiber backbone.

Option 2: Provide Directions

Recommendation:

Option 1

Attachments:

- RFP as advertised
- Copy of RFP received from Applied Com-Tek, Inc

Fiber Backbone RFP as Advertised



TECHNOLOGY & FIBER SERVICES

Request for Proposal (RFP)

RFP Title: Fiber Backbone testing and Connections

RFP Number: 54-2020

Issued: July 13, 2020

Due Date: August 17, 2020 Time: 2:00 PM EST

Submittal Location: City of Quincy; 404 W. Jefferson Street; Quincy, Florida 32351

Purpose of RFP: The City of Quincy is requesting proposals from qualified contractors to reestablish an existing fiber backbone connection

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1.0 PURPOSE OF THE RFP

The City of Quincy (COQ) is requesting proposals from qualified Contractors to build a fiber network redevelopment project using its existing fiber network. The City of Quincy is seeking a comprehensive solution to help reinvigorate its fiber backbone network presence to support the NEW utilities grid platform.

1.1. PROCUREMENT OFFICER CONTACT INFORMATION

The procurement officer is the point of contact for this RFP. Offerors shall direct all communications regarding this RFP to the procurement officer.

PROCUREMENT OFFICER: David Rittman/ Joshua Williams

E-MAIL: techsupport@myquincy.net

PHONE: 850-618-0020

1.2. ASSISTANCE TO INDIVIDUALS WITH A DISABILITY

Contact the procurement officer, as soon as possible, if an individual with a disability needs assistance with the RFP including any events in the RFP schedule so reasonable accommodations can be made.

1.3. SECRETARY OF STATE REGISTRATION REQUIREMENTS

Contractors conducting business with the City of Quincy must be registered with the Florida

Secretary of State. Information on registering can be found at

<http://www.fl.gov/sos/businessserv/registrations/index.html>. Offerors must comply with the following registration requirements:

Proposals will be accepted from unregistered offerors. The successful offeror is required to complete the registration process within 30 calendar days from the date a notice of intent to award is issued. If the successful offeror does not register within this time, its proposal may be rejected.

If you have any questions regarding the registration process, contact the Secretary of State's Office for assistance or e-mail sosbir@fl.gov.

1.4. NOTICE PROVIDED

This RFP and any related amendment and notices will be available at the City of Quincy. Offerors are responsible for checking with the city to obtain all information and documents related to this RFP : <https://myquincy.net>.

Offerors may request to receive notices related to this RFP by contacting the procurement officer in writing with the following information: RFP title, business name, contact person, mailing address, telephone number, fax number, and e-mail address.

1.5. RFP SCHEDULE

RFP issued July 13, 2020

Deadline for Submission of Questions and Requests
for Clarification by 2:00 PM CST, July 27, 2020

Solicitation Amendment with Responses to Questions
and Requests for Clarification issued approximately (if required) July 17, 2020

Deadline for Receipt of Proposals by 2:00 PM CST, August 17, 2020

Proposed On-site Presentations August 18, 2020

Notice of Intent to Award issued approximately August 21, 2020

Contract executed approximately August 25, 2020

Contract start approximately September 22, 2020

1.6. QUESTIONS AND REQUESTS FOR CLARIFICATION

Offerors should carefully review the RFP including all attachments. Questions or requests for clarification must be submitted to the procurement officer in writing by the deadline identified in the RFP

schedule. Include a reference to the applicable RFP section or subsection. E-mail is the preferred method of submission.

Responses to question and requests for clarifications will be distributed as a solicitation amendment, unless the question can be answered by referring the offeror to a specific section of the RFP.

1.7. OFFER HELD FIRM

Offerors must hold proposals firm for at least 90 days from the deadline for receipt of proposals. COQ may send a written request to all offerors to hold their offer firm for a longer time period of time.

1.8. OFFEROR RESPONSIBLE FOR COSTS

Offeror is responsible for all costs associated with the preparation, submittal, presentation, and evaluation of any proposal.

1.9. PROPOSAL SUBMISSION DEADLINE

An offeror is responsible for ensuring that its proposal is physically received by COQ prior to the deadline for receipt of proposals identified in the RFP schedule. A solicitation amendment will be issued if this deadline is changed.

Offerors assume the risk of the method of dispatch chosen. COQ assumes no responsibility for delays caused by any delivery service. Postmarking by the deadline shall not substitute for actual proposal receipt by COQ. A proposal submitted orally, by email, by fax, or by other electronic means will be rejected. Proposals may be faxed or electronically transmitted to a third party who must put in a properly addressed envelope or package and deliver it to COQ prior to the deadline.

Proposals will be secured and held unopened until the deadline for receipt of proposals. As proposals are received, the outer envelope will be annotated with the date and time of receipt. An offeror may contact the procurement officer to inquire whether its proposal has been received.

1.10. AMENDMENT AND WITHDRAWAL OF PROPOSALS

Offerors may amend or withdraw proposals prior to the deadline for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to COQ's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made, and COQ may permit withdrawal.

1.11. PROPOSAL OPENING – LATE PROPOSALS REJECTED

A public opening will not be held. At the specified date and time, each proposal will be opened in a manner to avoid disclosure of the contents to the competing offerors. Proposals delivered late will be rejected.

1.12. NEWS RELEASES

Offerors shall not make any news releases related to this RFP without prior approval of City of Quincy.

1.13. CONFLICT OF INTEREST

Under procurement rules, a City of Quincy employee or official shall not participate directly or indirectly in a procurement when the COQ employee or officials knows of a conflict of interest. Potential conflicts of interest include COQ employees or their immediate family members employed by the firm, seeking employment with the firm, or with a financial interest in the firm. Potential conflicts of interest will be addressed in accordance with State of Florida Policy.

1.14. ATTEMPT TO INFLUENCE PROHIBITED

Offerors must not give or offer to give anything to a COQ employee or official that might influence, or appear to influence procurement decisions.

Purpose of RFP

SCOPE OF SERVICES REQUESTED

The City of Quincy is seeking solutions to the following technology Service for their Fiber Back Bone Rebuild .

Technology Fiber Services . The services are described in more detail below and vendors/respondents are allowed to respond to the services outlined.

If the respondent to this RFP is collaborating with other vendors, the City of Quincy expects just one point of contact to be the sole authority and responsible party for installation and support. If the vendor/respondent utilizes any subcontractors for any part of the system architecture, design, planning, installation or support it should be understood that the successful respondent will be the sole responsible party for all activities.

Fiber Back Bone Rebuild

When responding to this SL, please include/address the following components. For quoting purposes, City of Quincy requires the following services

- 2,700 ft Aerial Placement of Strand(new strand)
- 5,000 ft Lash Single Cable to Strand
- 2,900 ft Lash Additional Cable w/1st Cable
- Install Down Guys
- 25 each Bond Strand to Neutral/Pole Ground
- 8 each Install Storage Loop
- 2,700 ft Aerial Wreck Out of existing strand/fiber

TOTAL ESTIMATED AERIAL CONSTRUCTION LABOR
ESTIMATED TECHNICAL SERVICES LABOR

- 9 each Splice Closure Preparation
- 665 each Single Fusion Fiber Splicing
- 372 each OTDR Testing and Documentation

288-Count LT Singlemode Fiber

- 4,300 ft 144-Count LT Singlemode Fiber,non-armored

- 96-Count LT Singlemode Fiber,non-armored
- 48-Count LT Singlemode Fiber,non-armored
- 24-Count LT Singlemode Fiber,non-armored
- 12-Count LT Singlemode Fiber,non-armored
- 1200 ft EHS 1/4"Strand
- 3,250 ft Strand/Lash Pole Line Hardware
- 3,250 ft Heat Shrink Sleeves
- 700 each FOOSC 450 B-Gel Splice Enclosure
- 4 each B-Tray for B-Gel Enclosure
- 10 each FOOSC 450 C-Gel Splice Enclosure
- 5 each C-Tray for C-Gel Enclosure
- 20 each Mounting Bracket for FOOSC 450
- 9 each

Estimated Sales Tax
Estimated Freight

TOTAL ESTIMATED
Crew Mobilization
Project Management Fee
TOTAL ESTIMATED
AERIAL CONSTRUCTION LABOR
TECHNICAL SERVICES LABOR

The list above is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. COQ expects the successful vendor will have had experience with corporations and other businesses of COQ's size and scope and will be able to provide consulting advice, input and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system.

Vendor Overview Information

General Information

This section of the vendor response is designed to provide an overview of each vendor. Vendor responses should contain the following information.

Please note that a multi-vendor response is supported and encouraged as it shows strong collaboration between organizations providing different SLs. However, we ask that multi-vendor submissions specify who the lead/primary contact will be. Additionally, it is an RFP requirement to disclose all partnering relationships, including sub-contractors.

Company Name, Address and Contact Information

Name, Address, Telephone, cell, fax, email

Legal name of organization, owner, tax ID, Local contact information, Billing/Payment contact and address, and Person Authorized to sign contract

Articles of Incorporation

Copy of w-9; Insurance

Company Profile and Description

Company History and Key Qualifications

Customer Profile

Customer References – please provide at least 3 (preferable from Michigan)

□ Pricing Methodology

Proposal Review

COQ reserves the right to request additional information or clarification from vendors, to allow correction of errors or omissions, and to waive irregularities and/or formalities when so doing may serve the best long-term interests of the organizations involved.

COQ reserves the right to reject any or all RFP submissions and to proceed in any other manner selected by COQ. COQ also reserves the right to discontinue the RFP process at any time and for any reason. The right to amend this Request for Proposal, giving equal information and cooperation to all vendors, is also reserved.

COQ reserves the right to award the vendor that it believes, in its sole discretion; best meets the needs of the organization.

COQ will request the most recent financial report, audit and management letter, and articles of incorporation from the vendor chosen.

Proposal Retention

COQ will retain all proposals submitted and all proposals become the property of the COQ upon submission.

Acceptance of Proposal Content

RFP responses of selected vendor may become contractual obligations. Failure to accept these obligations may result in cancellation of the selection, and the Vendor may be required to reimburse COQ for damages incurred.

Non Collusion

The vendor certifies that this proposal has not been made or prepared in collusion with any other competing vendor and the prices, terms or conditions thereof have not been communicated by or on behalf of the vendor to any other competing firm and will not be so communicated prior to the official receipt of this proposal. This certification may be treated for all purposes as if it were a

sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S. C. Section 1001, relating to the making of false statements.

General Terms & Conditions

Insurance Policies

Selected vendor(s) must carry and provide the insurance policies described below (where applicable):

- General Liability Insurance with a minimum limit of \$1,000,000.00

Nondiscrimination

Neither COQ nor Selected Vendor shall, in the performance of this RFP, engage in any unlawful discrimination against any person because of race, color, religion, national origin, sex, handicap or age.

Award

COQ reserves the right to accept, reject, and waive irregularities in any and all bids and to select the firm which, in the sole opinion of COQ best meets the organization's needs. COQ also reserves the right to negotiate with potential Vendors so that its best interests are served.

Confidentiality and Ownership of Materials

Ownership of all data, material and documentation originated and prepared for COQ pursuant to this RFP shall belong exclusively to COQ and Selected Vendor(s) shall treat the other's "Confidential Information" as proprietary to the extent under Florida law. Both COQ and Selected Vendor(s) shall (i) exercise due care to keep in confidence and not disclose confidential information to any individual other than its own employees who have a need to know in order to perform the obligations of COQ and Selected Vendor(s), as applicable, under this RFP; (ii) not duplicate or publish any Confidential Information; and (iii) use Confidential information only for the purposes authorized herein.

Conflict of Interest

VENDORS must disclose any instances where the firm or any individuals working on the RFP has a

possible conflict of interest (financial or otherwise) and if so, the nature of the conflict. COQ reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity.



August 18, 2020

AGENDA

I. City of Quincy RFP for Fiber Backbone Installation

Presentation of RFP

Summary of Proposals

Number of Respondents:

Number of Qualified Respondents:

Number of Incomplete Respondents:

Number of Unqualified Proposals:

Proposals received after deadline:

II. Recommendation for Acceptance

After careful review of all proposals, the staff is submitting the following recommendation to the commission for approval:

Has met the qualifications of the proposal and has submitted a solid and detailed project plan for implementation. The cost analysis for this project has been proposed at _____. After approval of the commission, _____ will be called in to finalize contract for services with the City of Quincy.

APPLIED COM-TEK INC
RFP

APPLIED COM-TEK, INC

Company Profile

Applied Com-Tek, Inc.
2905 Alyssa Pond Court
Tallahassee FL 32303
850-999-8848

2008 Martin Luther King Blvd
Quincy FL 32351
850-999-8848

Tax ID: 45-0697768

Managing Members: John S Powell and Cathleen M Powell

Sam: 850-508-8074

Cathy: 850-694-1929

Field inquiries: sam.powell@appliedcomtek.com

Billing inquiries: cathy.powell@appliedcomtek.com

Authorized persons to sign on behalf of company: John and Cathleen Powell

Applied Com-Tek, Inc has been in operation in the local area since 2011 under this name and earlier as Applied Communications Inc. Applied provides contracted services

2905 Alyssa Pond Ct
Tallahassee FL 32303

2008 MLK Blvd
Quincy FL 32351

Office 850-999-8848

Email

Sam.powell@appliedcomtek.com

Cathy.powell@appliedcomtek.com

Fiber Back Bone Rebuild

When responding to this SL, please include/address the following components. For quoting purposes, City of Quincy requires the following services

2,700 ft	Aerial Placement of Strand(new strand)
5,000 ft	Lash Single Cable to Strand
2,900 ft	Lash Additional Cable w/1st Cable
	Install Down Guys
25 each	Bond Strand to Neutral/Pole Ground
8 each	Install Storage Loop
2,700 ft	Aerial Wreck Out of existing strand/fiber

TOTAL ESTIMATED AERIAL CONSTRUCTION LABOR
ESTIMATED TECHNICAL SERVICES LABOR

9 each	Splice Closure Preparation
665 each	Single Fusion Fiber Splicing
372 each	OTDR Testing and Documentation
	288-Count LT Singlemode Fiber
4,300 ft	144-Count LT Singlemode Fiber,non-armored
	96-Count LT Singlemode Fiber,non-armored
	48-Count LT Singlemode Fiber,non-armored
	24-Count LT Singlemode Fiber,non-armored
	12-Count LT Singlemode Fiber,non-armored
1200 ft	EHS 1/4"Strand
3,250 ft	Strand/Lash Pole Line Hardware
3,250 ft	Heat Shrink Sleeves
700 each	FOSC 450 B-Gel Splice Enclosure
4 each	B-Tray for B-Gel Enclosure
10 each	FOSC 450 C-Gel Splice Enclosure
5 each	C-Tray for C-Gel Enclosure
20 each	Mounting Bracket for FOSC 450
9 each	
	Estimated Sales Tax
	Estimated Freight

TOTAL ESTIMATED
Crew Mobilization
Project Management Fee
TOTAL ESTIMATED
AERIAL CONSTRUCTION LABOR
TECHNICAL SERVICES LABOR

Total bid for project = \$50,460.00

including aerial installation and repair for telecom, underground utilities installation for telecom and utility providers and in-plant installation and maintenance of a variety of wiring and security services.

Applied Com-Tek, Inc has been servicing the local area since it's founding. We have over a decade of experience working with the local school districts to build and maintain technology systems. In addition, we have multi-year experience in maintaining service contracts with area communications providers. Our customers are a combination of private and public companies in which we are committed to providing timely and effective solutions to technology maintenance and growth issues.

Customer References:

Gadsden County Schools

Contact: John Thomas, Thomasjonjr@gmail.com

TDS Telecom

Contact: David Parrish, David.parrish@tdstelecom.com

AnSCO and Associates, LLC

Contact: Tyler Clifton, tyler.clifton@anscolc.com

Pricing Methodology:

All prices in this bid are inclusive of labor and materials needed for job completion of project as worded in this bid packet. Changes in job requirements will require a change order request.

2905 Alyssa Pond Ct
Address 2
2008 MLK Blvd
Quincy FL 32351
2008 MLK Blvd

Office 850-999-8848
Enter fax
Email
Sam.powell@appliedcomtek.com
Enter website

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Applied Com-Tek, Inc

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

2905 Alyssa Pond Court

6 City, state, and ZIP code

Tallahassee FL 32303

7 List account number(s) here (optional)

Requester's name and address (optional)

Print or type. See specific instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-				-	

OR

Employer identification number								
4	5	-	0	6	9	7	7	6

Part II Certification

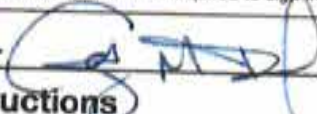
Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶



Date ▶

8/7/2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/13/2020

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

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

PRODUCER Brad Burns Insurance 2069 North Monroe Street Tallahassee FL 32303		CONTACT NAME: Brad Burns PHONE (A/C, No, Ext): (850) 385-6500 E-MAIL: Brad@BradBurnsins.com FAX (A/C, No): (850) 385-0810	
INSURED Applied Com-Tek LLC 2905 Alyssa Pond Court Tallahassee FL 32303		INSURER(S) AFFORDING COVERAGE INSURER A: SOUTHERN-OWNERS INSURANCE COMPANY NAIC # 10190 INSURER B: AUTO-OWNERS INSURANCE CO 18988 INSURER C: WESTCHESTER SURPLUS LINES INSURANCE CO 10172 INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIABILITY <input checked="" type="checkbox"/> XCU INCLUDED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		78419127	07/28/2020	07/28/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		51-254589-00	07/28/2020	07/20/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UNINSURED MOTORI \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		51-254589-01	08/16/2020	06/16/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 PR/COMP OPS AGG \$ 5,000,000 <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	78368352	07/28/2020	07/28/2021	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	POLLUTION LIABILITY		G71506769002	03/28/2020	03/28/2021	EACH POLLUTION C \$1,000,000 GENERAL AGGREG \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

FL 32351

2020 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P20000000792

Entity Name: APPLIED COM-TEK, INC.

Current Principal Place of Business:

2905 ALYSSA POND CT.
TALLAHASSEE FL 32303

FILED
Jun 22, 2020
Secretary of State
0510478231CC

Current Mailing Address:

2905 ALYSSA POND CT.
TALLAHASSEE, FL 32303 US

FEI Number: 45-0697768

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

POWELL, JOHN S
2905 ALYSSA POND CT.
TALLAHASSEE, FL 32303 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE:

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title D
Name POWELL, CATHLEEN M
Address 2905 ALYSSA POND CT.
City-State-Zip: TALLAHASSEE FL 32303

Title D
Name POWELL, JOHN S
Address 2905 ALYSSA POND CT.
City-State-Zip: TALLAHASSEE FL 32303

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: CATHLEEN POWELL

PARTNER, MANAGER

06/22/2020

Electronic Signature of Signing Officer/Director Detail

Date

P20000000792

(Requestor's Name)

(Address)

(Address)

(City/State/Zip/Phone #)

PICK-UP WAIT MAIL

(Business Entity Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer:

Office Use Only

©AS 0 6 2020

T. SCOTT



500337464755

12/09/19--01033--017 **122.50

REC'D
29M DEC -9 AM 9:12

COVER LETTER

TO: Charter Section
Division of Corporations

SUBJECT: Applied Com-Tek, Inc.
Name of Resulting Florida Profit Corporation

The enclosed Certificate of Conversion, Articles of Incorporation, and fees are submitted to convert an "Other Business Entity" into a "Florida Profit Corporation" in accordance with s. 607.1115, F.S.

Please return all correspondence concerning this matter to:

Cathleen M. Powell
Contact Person

Applied Com-Tek, LLC (to be, Inc.)
Firm/Company

2905 Alyssa Pond Court
Address

Tallahassee, FL 32303
City, State and Zip Code

appliedcommunications@comcast.net
E-mail address: (to be used for future annual report notification)

For further information concerning this matter, please call:

Cathleen Powell at (850) 694-1929
Name of Contact Person Area Code and Daytime Telephone Number

Enclosed is a check for the following amount:

- \$105.00 Filing Fees
- \$113.75 Filing Fees and Certificate of Status
- \$113.75 Filing Fees and Certified Copy
- \$122.50 Filing Fees, Certified Copy, and Certificate of Status

STREET ADDRESS:
New Filings Section
Division of Corporations
Clifton Building
2661 Executive Center Circle
Tallahassee, FL 32301

MAILING ADDRESS:
New Filings Section
Division of Corporations
P. O. Box 6327
Tallahassee, FL 32314

Certificate of Conversion
For
"Other Business Entity"
Into
Florida Profit Corporation

This Certificate of Conversion and attached Articles of Incorporation are submitted to convert the following "Other Business Entity" into a Florida Profit Corporation in accordance with s. 607.1115, Florida Statutes.

1. The name of the "Other Business Entity" immediately prior to the filing of this Certificate of Conversion is:
Applied Com-Tek, LLC. - 411000030597
Enter Name of Other Business Entity

2. The "Other Business Entity" is a limited liability company
(Enter entity type. Example: limited liability company, limited partnership, general partnership, common law or business trust, etc.)

first organized, formed or incorporated under the laws of Florida
(Enter state, or if a non-U.S. entity, the name of the country)

on 3-14-2011
Enter date "Other Business Entity" was first organized, formed or incorporated

3. If the jurisdiction of the "Other Business Entity" was changed, the state or country under the laws of which it is now organized, formed or incorporated:

4. The name of the Florida Profit Corporation as set forth in the attached Articles of Incorporation:

Applied Com-Tek, Inc.
Enter Name of Florida Profit Corporation

5. If not effective on the date of filing, enter the effective date: 10-31-2019
(The effective date: Cannot be prior to nor more than 90 days after the date this document is filed by the Florida Department of State.)

Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

11-5-11
2:29 PM DEC - 9 AM '11
FILED

Signed this 28th day of April, 2019.

Required Signature for Florida Profit Corporation:

Signature of Chairman, Vice Chairman, Director, Officer, or, if Directors or Officers have not been selected, an Incorporator: _____

Printed Name: Cathleen M. Powell Title: partner, manager

Required Signature(s) on behalf of Other Business Entity: [See below for required signature(s).]

Signature: _____

Printed Name: Cathleen M. Powell Title: partner, Manager

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

Signature: _____

Printed Name: _____ Title: _____

If Florida General Partnership or Limited Liability Partnership:

Signature of one General Partner.

If Florida Limited Partnership or Limited Liability Limited Partnership:

Signatures of ALL General Partners.

If Florida Limited Liability Company:

Signature of a Member or Authorized Representative.

All others:

Signature of an authorized person.

Fees:

Certificate of Conversion:	\$35.00
Fees for Florida Articles of Incorporation:	\$70.00
Certified Copy:	\$8.75 (Optional)
Certificate of Status:	\$8.75 (Optional)

ARTICLES OF INCORPORATION
In compliance with Chapter 607 and/or Chapter 621, F.S. (Profit)

ARTICLE I NAME

The name of the corporation shall be: Applied Com-Tek, Inc.

ARTICLE II PRINCIPAL OFFICE

The principal place of business/ mailing address is:

Principal street address

Mailing address, if different is:

2905 Alyssa Pond Court
Tallahassee, FL 32303

ARTICLE III PURPOSE

The purpose for which the corporation is organized is:

We are requesting to change our LLC status
to a S-type corporation. We, Applied Com-Tek
are a for profit company in the utility
contractor field.

ARTICLE IV SHARES

The number of shares of stock is: 2,000

ARTICLE V INITIAL OFFICERS AND/OR DIRECTORS

Name and Title: Cathleen M. Powell
Address: 2901 Alyssa Pond Ct.
Tallahassee, FL 32303

Name and Title: John S. Powell
Address: 2901 Alyssa Pond Ct.
Tallahassee, FL 32303

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

Name and Title: _____
Address: _____

2011 DEC 9 AM 9:11

FILED

ARTICLE VI REGISTERED AGENT

The name and Florida street address (P.O. Box NOT acceptable) of the registered agent is:

Name: John S. Powell

Address: 2901 Alyssa Ford Ct.
Tallahassee, FL 32303

ARTICLE VII INCORPORATOR

The name and address of the Incorporator is:

Name: Cathleen M. Powell

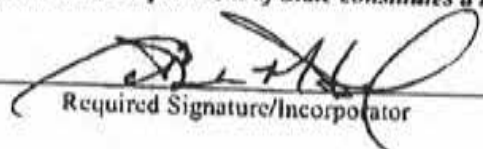
Address: 2901 Alyssa Ford Ct.
Tallahassee, FL 32303

.....
Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity


Required Signature/Registered Agent

10-28-2019
Date

I submit this document and affirm that the facts stated herein are true. I am aware that any false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s. 817.155, F.S.


Required Signature/Incorporator

10-28-2019
Date



TECHNOLOGY & FIBER SERVICES

Request for Proposal (RFP)

RFP Title: Fiber Backbone testing and Connections

RFP Number: 54-2020

Issued: July 1, 2020

Purpose of RFP: The City of Quincy is requesting proposals from qualified contractors to conduct a fiber backbone connections

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1.0 PURPOSE OF THE RFP

The City of Quincy (COQ) is requesting proposals from qualified Contractors to build a fiber network redevelopment project using its existing fiber network. The City of Quincy is seeking a comprehensive solution to help reinvigorate its fiber backbone network presence to support the NEW utilities grid platform.

1.1. PROCUREMENT OFFICER CONTACT INFORMATION

The procurement officer is the point of contact for this RFP. Offerors shall direct all communications regarding this RFP to the procurement officer.

PROCUREMENT OFFICER: David Rittman/ Joshua Williams

E-MAIL: techsupport@myquincy.net

PHONE: 850-618-0020

1.2. ASSISTANCE TO INDIVIDUALS WITH A DISABILITY

Contact the procurement officer, as soon as possible, if an individual with a disability needs assistance with the RFP including any events in the RFP schedule so reasonable accommodations can be made.

1.3. SECRETARY OF STATE REGISTRATION REQUIREMENTS

Contractors conducting business with the City of Quincy must be registered with the Florida

Secretary of State. Information on registering can be found at

<http://www.fla.gov/sos/businessserv/registrations/index.html>. Offerors must comply with the following registration requirements:

Proposals will be accepted from unregistered offerors. The successful offeror is required to complete the registration process within 30 calendar days from the date a notice of intent to award is issued. If the successful offeror does not register within this time, its proposal may be rejected.

If you have any questions regarding the registration process, contact the Secretary of State's Office for

assistance or e-mail sosbir@fl.gov.

1.4. NOTICE PROVIDED

This RFP and any related amendment and notices will be available at the City of Quincy. Offerors are responsible for checking with the city to obtain all information and documents related to this RFP : <https://myquincy.net>.

Offerors may request to receive notices related to this RFP by contacting the procurement officer in writing with the following information: RFP title, business name, contact person, mailing address, telephone number, fax number, and e-mail address.

1.5. RFP SCHEDULE

RFP issued July 13, 2020

Deadline for Submission of Questions and Requests

for Clarification by 2:00 PM CST, July 27, 2020

Solicitation Amendment with Responses to Questions

and Requests for Clarification issued approximately (if required) July 17, 2020

Deadline for Receipt of Proposals by 2:00 PM CST, August 17, 2020

Proposed On-site Presentations August 18, 2020

Notice of Intent to Award issued approximately August 21, 2020

Contract executed approximately August 25, 2020

Contract start approximately September 22, 2020

1.6. QUESTIONS AND REQUESTS FOR CLARIFICATION

Offerors should carefully review the RFP including all attachments. Questions or requests for clarification must be submitted to the procurement officer in writing by the deadline identified in the RFP schedule. Include a reference to the applicable RFP section or subsection. E-mail is the preferred

method of submission.

Responses to question and requests for clarifications will be distributed as a solicitation amendment, unless the question can be answered by referring the offeror to a specific section of the RFP.

1.7. OFFER HELD FIRM

Offerors must hold proposals firm for at least 90 days from the deadline for receipt of proposals. COQ may send a written request to all offerors to hold their offer firm for a longer time period of time.

1.8. OFFEROR RESPONSIBLE FOR COSTS

Offeror is responsible for all costs associated with the preparation, submittal, presentation, and evaluation of any proposal.

1.9. PROPOSAL SUBMISSION DEADLINE

An offeror is responsible for ensuring that its proposal is physically received by COQ prior to the deadline for receipt of proposals identified in the RFP schedule. A solicitation amendment will be issued if this deadline is changed.

Offerors assume the risk of the method of dispatch chosen. COQ assumes no responsibility for delays caused by any delivery service. Postmarking by the deadline shall not substitute for actual proposal receipt by COQ. A proposal submitted orally, by email, by fax, or by other electronic means will be rejected. Proposals may be faxed or electronically transmitted to a third party who must put in a properly addressed envelope or package and deliver it to COQ prior to the deadline.

Proposals will be secured and held unopened until the deadline for receipt of proposals. As proposals are received, the outer envelope will be annotated with the date and time of receipt. An offeror may contact the procurement officer to inquire whether its proposal has been received.

1.10. AMENDMENT AND WITHDRAWAL OF PROPOSALS

Offerors may amend or withdraw proposals prior to the deadline for receipt of proposals. No amendments will be accepted after the deadline unless they are in response to COQ's request. After the deadline, offerors may make a written request to withdraw proposals and provide evidence that a substantial mistake has been made, and COQ may permit withdrawal.

1.11. PROPOSAL OPENING – LATE PROPOSALS REJECTED

A public opening will not be held. At the specified date and time, each proposal will be opened in a manner to avoid disclosure of the contents to the competing offerors. Proposals delivered late will be rejected. 919900.8970 x.431

1.12. NEWS RELEASES

Offerors shall not make any news releases related to this RFP without prior approval of City of Quincy.

1.13. CONFLICT OF INTEREST

Under procurement rules, a City of Quincy employee or official shall not participate directly or indirectly in a procurement when the COQ employee or officials knows of a conflict of interest. Potential conflicts of interest include COQ employees or their immediate family members employed by the firm, seeking employment with the firm, or with a financial interest in the firm. Potential conflicts of interest will be addressed in accordance with State of Florida Policy.

1.14. ATTEMPT TO INFLUENCE PROHIBITED

Offerors must not give or offer to give anything to a COQ employee or official that might influence, or appear to influence procurement decisions.

Purpose of RFP

SCOPE OF SERVICES REQUESTED

The City of Quincy is seeking solutions to the following technology Service for their Fiber Back Bone Rebuild .

Technology Fiber Services . The services are described in more detail below and vendors/respondents are allowed to respond to the services outlined.

If the respondent to this RFP is collaborating with other vendors, the City of Quincy expects just one point of contact to be the sole authority and responsible party for installation and support. If the vendor/respondent utilizes any subcontractors for any part of the system architecture, design, planning, installation or support it should be understood that the successful respondent will be the sole responsible party for all activities.

The list above is a partial list of features that have been requested. It is provided as a baseline and as a starting point for the expected operations of the system. COQ expects the successful vendor will have had experience with corporations and other businesses of COQ's size and scope and will be able to provide consulting advice, input and insight into what other organizations are using and to provide suggestions that will enhance the usability and functionality of the system.

Vendor Overview Information

General Information

This section of the vendor response is designed to provide an overview of each vendor. Vendor responses should contain the following information.

Please note that a multi-vendor response is supported and encouraged as it shows strong collaboration between organizations providing different SLs. However, we ask that multi-vendor submissions specify who the lead/primary contact will be. Additionally, it is an RFP requirement to disclose all partnering relationships, including sub-contractors.

Company Name, Address and Contact Information

Name, Address, Telephone, cell, fax, email

Legal name of organization, owner, tax ID, Local contact information, Billing/Payment contact and address, and Person Authorized to sign contract

Articles of Incorporation

Copy of w-9

Insurance

Company Profile and Description

Company History and Key Qualifications

Customer Profile

Customer References – please provide at least 3 (preferable from Michigan)

Pricing Methodology

Proposal Review

COQ reserves the right to request additional information or clarification from vendors, to allow correction of errors or omissions, and to waive irregularities and/or formalities when so doing may serve the best long-term interests of the organizations involved.

COQ reserves the right to reject any or all RFP submissions and to proceed in any other manner selected by COQ. COQ also reserves the right to discontinue the RFP process at any time and for any reason. The right to amend this Request for Proposal, giving equal information and cooperation to all vendors, is also reserved.

COQ reserves the right to award the vendor that it believes, in its sole discretion; best meets the needs of the organization.

COQ will request the most recent financial report, audit and management letter, and articles of incorporation from the vendor chosen.

Proposal Retention

COQ will retain all proposals submitted and all proposals become the property of the COQ upon submission.

Acceptance of Proposal Content

RFP responses of selected vendor may become contractual obligations. Failure to accept these obligations may result in cancellation of the selection, and the Vendor may be required to reimburse COQ for damages incurred.

Non Collusion

The vendor certifies that this proposal has not been made or prepared in collusion with any other competing vendor and the prices, terms or conditions thereof have not been communicated by or on behalf of the vendor to any other competing firm and will not be so communicated prior to the

official receipt of this proposal. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S. C. Section 1001, relating to the making of false statements.

General Terms & Conditions

Insurance Policies

Selected vendor(s) must carry and provide the insurance policies described below (where applicable):

General Liability Insurance with a minimum limit of \$1,000,000.00

Nondiscrimination

Neither COQ nor Selected Vendor shall, in the performance of this RFP, engage in any unlawful discrimination against any person because of race, color, religion, national origin, sex, handicap or age.

Award

COQ reserves the right to accept, reject, and waive irregularities in any and all bids and to select the firm which, in the sole opinion of COQ best meets the organization's needs. COQ also reserves the right to negotiate with potential Vendors so that its best interests are served.

Confidentiality and Ownership of Materials

Ownership of all data, material and documentation originated and prepared for COQ pursuant to this RFP shall belong exclusively to COQ and Selected Vendor(s) shall treat the other's "Confidential Information" as proprietary to the extent under Florida law. Both COQ and Selected Vendor(s) shall (i) exercise due care to keep in confidence and not disclose confidential information to any individual other than its own employees who have a need to know in order to perform the obligations of COQ and Selected Vendor(s), as applicable, under this RFP; (ii) not duplicate or publish any Confidential Information; and (iii) use Confidential information only for the purposes authorized herein.

Conflict of Interest

VENDORS must disclose any instances where the firm or any individuals working on the RFP has a possible conflict of interest (financial or otherwise) and if so, the nature of the conflict. COQ reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity.

City of Quincy

City Hall

404 West Jefferson Street

Quincy, Florida 32351

www.myquincy.net



**Tuesday, September 22, 2020
6:00 PM**

**City Hall
Commission Chambers
Via Zoom**

City Commission

Mayor Ronte R. Harris - District III
Mayor Pro-Tem Angela G. Sapp - District II
Commissioner Keith A. Dowdell - District I
Commissioner Freida Bass-Prieto - District IV
Commissioner Anessa A. Canidate - District V

"An All American City in the Heart of Florida's Future"



*Pledge of Allegiance
to the Flag*



I pledge allegiance
to the flag
of the United States
of America
and to the Republic
for which it stands,
one Nation *under God*,
indivisible, with liberty
and justice for all.



**City of Quincy, Florida
City Commission Meeting**

AMENDED AGENDA

**September 22, 2020
6:00 P.M.**

City Hall Commission Chambers Via Zoom

Call to Order

Invocation

Pledge of Allegiance

Roll Call

Approval of Agenda

Proclamations

1. **Proclamation – Honoring Mr. Freddie Figgers (Amended)**
 - Commissioner Keith Dowdell, District 1

Citizens to be Heard

2. **MarLinda Monroe Johnson**

Items for Consent by the Commission

3. Approval of Minutes of the September 8, 2020 Regular Meeting
 - Janice Shackelford, City Clerk
4. Human Resources Monthly Report
 - Jack L. McLean Jr., City Manager
 - Ann Sherman, Human Resources Director
5. Fire Monthly Reports
Monthly Activity Report | District Calls
 - Jack L. McLean Jr., City Manager
 - Curtis Bridges, Fire Chief
6. Police Monthly Reports: Monthly Traffic Report | Monthly Crime Report
 - Jack L. McLean Jr., City Manager
 - Glenn Sapp, Police Chief
7. Code Enforcement Report
 - Jack L. McLean Jr., City Manager
 - Bernard Piawah, Building and Planning Director

8. Finance Monthly Reports: P-Card Statements | P-Card Allocations | Arrearage Report | Cash Requirements | Financial Report | Budget Transfers
 - Jack L. McLean Jr., City Manager
 - Marcia Carty, Finance Director
9. Change Order to Gulf Coast Underground Contract for CDBG-EPA Construction
 - Jack L. McLean Jr., City Manager
 - Bernard Piawah, Building and Planning Director
10. Authorization to Repair Hardware Infrastructure for Fiber Backbone Grid
 - Jack L. McLean Jr., City Manager
11. Request to Purchase Tantalus Software
 - Jack L. McLean Jr., City Manager
12. Communication Repeaters for Fiber Pole Connections
 - Jack L. McLean Jr., City Manager

Public Hearings and Ordinances as Scheduled or Agendaed

Public Opportunity to Speak on Commission Propositions – (Pursuant to Sec. 286.0114, Fla. Stat. and subject to the limitations of Sec. 286.0114(3)(a), Fla. Stat.)

Reports, Requests and Communications by the City Manager

13. Coca Cola Mural Project – Public/Private Partnership
 - Jack L. McLean Jr., City Manager
 - Beverly Nash, Grant Writer

Resolutions

14. Resolution 1409-2020 – Road Closure for Coca Cola Mural Project
 - Jack L. McLean Jr., City Manager
 - Beverly Nash, Grant Writer
 - Glenn Sapp, Police Chief

Reports by Boards and Committees

Other Items Requested to Be Agendaed by Commission Member(s), the City Manager and Other City Officials

Comments

- a) City Manager
- b) City Clerk
- c) City Attorney
- d) Commission Members

Comments from the Audience

Adjournment

If a person decides to appeal any decision made by the City Commission with respect to any matter considered at this meeting, he/she may need a record of the proceedings, and for such purpose, he/she may need to ensure that verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. FS 286.0105. Persons with disabilities who require assistance to participate in City meetings are requested to notify the City Clerk's Office at (850) 618-0020 in advance.

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: September 22, 2020

DATE OF REQUEST September 18, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager

SUBJECT: Authorization to Repair Hardware Infrastructure for
Fiber Backbone Grid

**Project Number: 105760 Fiber Optic Communication Lines under Hurricane
Michael FEMA Public Assistance 4399DR-FL**

Statement of Issue:

The information provided herein concerns the repair of the fiber backbone Hardware Infrastructure for the City of Quincy. The City of Quincy, in an effort to repair the fiber infrastructure, has received a proposal from the initial hardware manufacturer of the current hardware infrastructure. This is a sole source purchase as we repair our existing system utilizing the original hardware vendor.

This request is for a line item purchase which is part of the approved budget by the Commission for the fiber backbone repair. This line item purchase is for repair of the hardware infrastructure located at the Substation.

**BASIS FOR REPAIR OF HARDWARE INFRASTRUCURE FOR BACKBONE
FIBER GRID:**

Pursuant to the award in which the City of Quincy received relative to Hurricane Michael regarding the repair of the existing fiber backbone. The allocation by FEMA Public Assistance re: Hurricane Michael will cover the financial commitment for this request.

Background on Hardware Infrastructure of Fiber Grid:

The current request consists of hardware necessary to light the fiber (which means to connect the fiber to the network) in the City of Quincy. Once this process is completed, the Information Technology Department will be able to see where additional fiber connections are not readable or down.

LightSpeed Technologies, the organization who initially installed the existing system, has submitted a quote which has been vetted by our technology department and will satisfy the reconnection of the backbone system. This company has a proven reputation and possesses the experience and subject matter expertise necessary to meet the needs of the City. This company has over 20 years of technical experience in the area of fiber optics.

Staff Recommendation:

It is staff recommendation that the City Commission select and approve the proposed vendor; **LightSpeed Technologies, Inc.** who has submitted a quote that will meet the needs of the City of Quincy. We ask the Commission to direct staff to begin negotiations with LightSpeed Technologies, Inc., to provide the necessary hardware to complete the rebuild of the fiber backbone.

Total Bid = \$104,006.26

Attachments:

- Company background and product information
- Copy of quote received from LightSpeed Technologies, Inc.

summary

**FINAL PRICING SUMMARY
FOR
City of Quincy
"7360 ISAM Request for Quote"**

EQUIPMENT PRICING				
	Base proposal (7360 FX-4)	Base proposal (OS6860E)	Base proposal (OV2500)	Total
City of Quincy - Optical Switch (Equipment / Software)				
Site N	\$58,454.26	\$19,932.00	\$0.00	\$ 78,386.26
TOTAL MATERIAL	\$ 58,454.26	\$ 19,932.00	\$ -	\$ 78,386.26

SERVICES				
				Total
Professional Support Services for 7360 Introduction per attached SOW	\$ 15,134.00			\$ 15,134.00
TOTAL ANNUAL ISAM MTCE COSTS (RTS - 24 x 7 & RES-RFR(45D)) 3-Yrs	\$ 5,686.00			\$ 5,686.00
OmniSwitch Network Deployment Assistance Services		\$ 4,800.00		\$ 4,800.00
TOTAL SERVICES	\$ 20,820.00	\$ 4,800.00		\$ 25,620.00

TOTAL Project Summary	\$ 79,274.26	\$ 24,732.00	\$ -	\$ 104,006.26
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PURCHASE NOTES -

- 1) Subject to LightSpeed Technologies Terms and Conditions.
- 2) Prices do not include taxes or shipping/transportation which will be billed as appropriate and incurred.
- 3) **Payment Terms:** Per LightSpeed Technologies Terms and Conditions, submitted to City of Quincy.
- 4) Please make Purchase Orders out to:

LightSpeed Technologies, Inc.
 Attn: John C. Brannon
 1829 Celeste Drive, Building 1
 Wall, NJ 07719
 732-556-0086 Office
- 5) For expedited processing, Orders should be faxed, or emailed, to John C. Brannon at fax # 732-782-0305, or (jcbrannon@lightspeedt.com).
- 6) Prices quoted are valid for 60 days.

City of Quincy

Equipment List for

7360 ISAM

"7360 ISAM Request for Quote"

Site	Description of Terminal	Unit	Site N
	(1) 7360 ISAM Redundant FX-4 Starter Kit w/ FANT-G & 16-PON Card		
Identifier	Descriptions	Unit	Site N
	Equipment - Bay Mounting		
3HG01376AA	Redundant FX-4 Starter Kit w/ 16-PON Card. Each kit includes:	17,400.00	1
3FE64991BB	7360 ISAM FX-4 shelf (ANSI variant), 48V only, incl. BFAN unit		1
3FE67299AA	FX-4 Horizontal mounting kit for 19" or 23" rack		1
3FE61087DB	Fiber Routing Kit for ANSI FX-4		1
3FE71258BA	7360 ISAM FX 1280Gbps NT with network clock synchronization capabilities		2
3FE68954AB	FGLT-B, ISAM FX 16port GPON Line board		1
3FE65651BA	Filler Panel for NTIO and LT, no pre-cabling		4
3FE62600DA	10G SFP+ 1310 nm 0°C to +70°C 10 km 10 dB Duplex LC		2
3FE53441AC	ISAM FD/FX GPON SFP OLT (i-temp) Class B+		1
3HG01392AA	Redundant FX-8 Starter Kit w/ 16-PON Card. Each kit includes:	19,575.00	0
3FE64936BB	7360 ISAM FX-8 shelf (ANSI variant), 48V only, incl. BFAN unit		1
3FE67300AA	FX-8 Horizontal mounting kit for 19" or 23" rack		1
3FE61087EB	Fiber Routing Kit for ANSI FX-8		1
3FE71256BA	7360 ISAM FX 1280Gbps NT with network clock synchronization capabilities		2
3FE68954AB	FGLT-B, ISAM FX 16port GPON Line board		1
3FE65651BA	Filler Panel for NTIO and LT, no pre-cabling		8
3FE62600DA	10G SFP+ 1310 nm 0°C to +70°C 10 km 10 dB Duplex LC		2
3FE53441AC	ISAM FD/FX GPON SFP OLT (i-temp) Class B+		1
	7360 ISAM FX Optical Line Cards		
3FE68954AB	FGLT-B, ISAM FX 16port GPON Line board.	12,936.00	1
	SFP+s		
3FE62600AA	10G SFP+ 1310 nm -40°C to +85°C 10 km 10 dB Duplex LC	1,303.38	2
	GPON SFPs		
3FE53441AC	ISAM FD/FX GPON SFP OLT (i-temp) Class B+	214.00	20
3FE53441BC	ISAM FD/FX GPON SFP OLT (i-temp) Class C+	545.00	0
	ONT Configurations		
	Outdoor ONT (Hardened), G-240G-A Universal ONT (w/ UPS & Battery)		
3FE56691AA	Hardened 2 POTS, 4GE, BCM fits universal Enclosure, with AC/DC power converter	140.00	0
3FE54221AH	Outdoor Enclosure for I-240G-C (w/ POTS and power connectors)	48.30	0
3EM23134AB	DUPS-1232A non-grnd UPS	44.98	0
3EM18276AD	Outdoor ONT to UPS Cable 7.5m / 25 ft - 2 fork lugs for power and return	29.26	0
1AF17581ACAA	Battery, 12V, 7.8Ah	39.00	0
1AB383340010	8' power cable (IEC 320-C5 to NEMA 5-15 [Type B]) for NA applications	7.29	0
	BONT		
3FE58074AA	G-881G-A, Outdoor SOHO/BONT, 8 POTS, 8 GE, 1RF	844.68	0
3EM23372AA	UPS 90-264VAC/48VDC, Wall Mount, 50 Watt, -20C to +55C for SOHO and Business ONT	113.42	0
1AF17581ABAA	Battery, 18Ah for SOHO/BONT UPS	119.65	0
1AB383340010	8' power cable (IEC 320-C5 to NEMA 5-15 [Type B]) for NA applications	7.29	0
3EM18276AD	Outdoor ONT to UPS Cable 7.5m / 25 ft - 2 fork lugs for power and return	29.26	0
	AMS 5520 for fewer than 20K subs (Greater than 20K subs requires 5520 configurator)		
3AP38518AAAA	5520/5529 AMS SSP Starter Kit Bundle includes:	10,875.00	1
	5520 Core Platform		
	Five Operator Position Licenses		
	ISAM and GPON Mgmt Modules		
	Cold Standby		
	5529 APC GUI and XML NBI		
	5529 IDM GUI		
	5529 OAD and XML NBI		
	Documentation		
	5520 AMS Starter system supports cold standby redundancy only.		
301049607	SSP - AMS/7330/7342/7360 per line RTU (annual charge, requires 3 year contract, three year price displayed)	26.90	385
	Material Total		58,454.26

City of Quincy
Services List for
Services
"7360 ISAM Request for Quote"

Site	Description of Services		Unit	Site N
Identifier	Descriptions			
	Professional Support Services			
301093985	<u>DESIGN AND INTEGRATION</u> Professional Support Services - 7360 Introduction (per attached SOW)		15,134.00	1
Services Total	Services Total			15,134.00

**City of Quincy
Services List for
Maintenance**

"7360 ISAM Request for Quote"

Description of Services				
7360 ISAM & 5520 AMS Technical Support Gold 24x7 + Standard R4R - Year 3				
7360 ISAM & 5520 AMS Technical Support Gold 24x7 + Standard R4R - Year 2				
7360 ISAM & 5520 AMS Technical Support Gold 24x7 + Standard R4R - Year 1				
	Unit	Year 1	Year 2	Year 3
Descriptions				
Maintenance				
Remote Technical Support and Standard Return for Repair YR1 - FX-4 (incl Warranty)	1,744.00	1		
Remote Technical Support and Standard Return for Repair YR1 - FX-4 YRn (n=2..3)	1,971.00		1	1
Services Total		1,744.00	1,971.00	1,971.00

\$5,686.00

Note: Remote Technical Support services do NOT include software upgrade support. A Software Subscription Plan must be purchased for upgrade support. Technical Support must be included with the initiation of other maintenance services.

City of Quincy

Equipment List for
OS6860(E)
"7360 ISAM Request for Quote"

Description of Terminal			
Site N	(2) OS6860E-U28 (Non-redundant PS)		
		Unit	Site N
Descriptions			
Equipment - Bay Mounting			
OS6860E-U28	OS6860E-U28: Gigabit Ethernet L3 fixed configuration chassis in a 1U form factor with 28 100/1000 Base-X SFP ports, 4 fixed SFP+ (1G/10G) ports, USB, EMP, and two 20G stacking ports. Includes a built-in co-processor for Enhanced network services. The bundle includes one AC power supply, country specific power cord, user manuals access card, hardware for mounting in a 19" rack and a micro-USB to USB console adaptor. Redundant power supply shall be ordered separately. Includes AR software.	4,288.00	2
OS6860-BP	OS6860-BP modular 150W AC backup power supply. Provides backup power to one non-PoE OS6860 or OS6860E switch. Ships with country specific power cord.	286.00	2
SFPs & XFPs			
SFP-GIG-LX	1000Base-LX Gigabit Ethernet optical transceiver (SFP MSA). Supports single mode fiber over 1310nm wavelength (nominal) with an LC connector. Typical reach of 10 Km on 9/125 µm SMF.[Formerly known as MINIGBIC-LX]	227.00	12
SFP-GIG-T	1000Base-T Gigabit Ethernet Transceiver (SFP MSA) - Supports category 5, 5E, and 6 copper cabling up to 100m. SFP works at 1000 Mbit/s speed and full-duplex mode.	149.00	24
SFP-10G-LR	10 Gigabit optical transceiver (SFP+). Supports monomode fiber over 1310nm wavelength (nominal) with an LC connector. Typical reach of 10Km	958.00	4
Cables & Panels			
OS6860-CBL-40	OS6860 20 Gigabit direct attached stacking copper cable (40 cm, QSFP+)	176.00	2
Services for Hardware listed above			
SW1N-OS6860	1YR SUPPORT Software for all OS6860 Basic and Enhanced models. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates and Upgrades, and access to support portal.	150.00	2
Material Total			19,932.00

City of Quincy

Equipment List for
OmniVista
"7360 ISAM Request for Quote"

Description of Terminal			
Site N	OmniVista 2500 NMS		
		Unit	Site N
Descriptions			
	Equipment - Bay Mounting		
OV4-START-NEW	OmniVista NMS - Basic package for up to 10 managed nodes/IP Managed addresses. OV2500 NMS - RELEASE 4 - STARTER PACK- OV2500 NMS - RELEASE 4 - STARTER PACK - NEW DEPLOYMENT ONLY. INCLUDES Win/Linux installers or VM appliance servers for OV2500 applications & features, NODE MANAGEMENT LICENSE INCLUDES: 10 x ALU ENTERPRISE device licenses (NOTE: 1 x license count per switch in stack/VC configs); 10 x 3rd PARTY device licenses (1 x license count per management IP); VMM license for 10 x VM. Requires online activation. Use EXTENSIONS OV-NM-EX-x-N or OV-VMM-x-N for additional DEVICE / VMM licenses	0.00	1
SW1N-OV4START	1YR 24x7 SUPPORT SOFTWARE for OV2500 NMS - RELEASE 4 OV4-STARTNEW and OV4-START-UPG. Includes 24x7 Remote Telephone Support, 24x7 Remote Problem Diagnosis, access to Software Updates, and access to support portal. One must submit \$0 PO. If Maintenance is ordered on one OVRRelease 4 Model No it must be ordered on all OV Model No for each OV server.	0.00	1
Material Total			0.00

City of Quincy**Services List for****Services****"7360 ISAM Request for Quote"**

Description of Services		
Network Deployment Assistance Services		
Descriptions	Unit	Site N
(Remote) Network deployment assistance services (Price per day) - This service includes the installation and implementation of network devices. A thorough post-implementation validation is also performed, helping to seamlessly transition network management to the IT staff. Not included Physical installation including mounting equipment, installing physical connections).	2,400.00	2
Services Total		4,800.00

Note:

Network Deployment Assistance Service is a REMOTE service. Customer personnel must perform the on-site rack and stack of the switches and all necessary cable swings from the existing OS7700 equipment to the new switches. Quote includes up to two days of remote network deployment assistance services. All on-site actions needed to complete the deployment must be performed by customer personnel.



LightSpeed Technologies, Inc.

And

City of Quincy

Professional Support Services - FTTH
Deployment

Statement of Work

Quote #: CoQ - 7360 ISAM R1 -
072020

July 20, 2020

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5 Entire Agreement11

1 Introduction

This Statement of Work (“SOW”) is effective as of the date of the last required signature below (“Effective Date”) and describes the deliverables, parties’ respective responsibilities and other conditions applicable for the provision of Remote Professional Support Services (“Services”) by Nokia of America Corporation (“Nokia”) for LightSpeed Technologies, Inc. (“LightSpeed”) end-customer City of Quincy (“End-Customer”). No obligation to provide any of the Services described herein shall arise unless an order for such Services, incorporating the terms of this SOW, has been placed by City of Quincy and accepted by LightSpeed.

Nokia’s performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this SOW.

2 Professional Support Services

2.1 Project Description

Pursuant to this SOW, Nokia, via LightSpeed, will provide design and integration Services to City of Quincy required for 5520 Access Management System (AMS) and 7360 Intelligent Services Access Manager (ISAM) (“Project”). Nokia will perform the Services in this SOW in conjunction with End-Customer’s personnel providing knowledge transfer in connection with the process during the activities described herein.

2.2 Tasks

- 7360 Design

- Design a single High-Speed Internet service to be used internally by End-Customer for Automatic Meter Reading (AMR) of electric power meters.
- Work with End-Customer to define internal connection to Tantalus back end server.
- Support execution of Acceptance Test Plan
- Router interworking coordination
- AMS 5520 installation & OSS Integration
 - 5520 AMS standup as simplex platform (with cold standby option, if desired)
 - This will be installed on End-Customer's provided server and may be either bare metal or Virtual Machine (VM) (ESX) based.
- 7360 Integration
 - Initial Node onsite integration support
- APC Stack Development & Testing
 - Develop APC stacks for simple configuration of AMR service on 7360 Optical Line Terminal (OLT)
 - Services supported for High Speed Internet (HIS)
 - APC stack design & testing for O-421E-B ONT
- Nokia Knowledge Transfer

2.3 Deliverables

- AMS Installed and operational
- 7360 Design and Integration
- Knowledge Transfer

- A work completion form

2.3.1 Milestones

The following table outlines the Services milestones the Project as follows:

Milestone	Measurement
7360 Design	High Level Design Document Completed
AMS 5520 Installation	RedHat/AMS/VAPS install completed
7360 Integration	OLT installed and integrated completed
APC Stack Development & Testing	Stacks designed and tested via Service Provisioning Front END (SPFE)
Knowledge Transfer	Knowledge Transfer
Acceptance Test Complete	Signoff for Acceptance completed

2.4 Assumptions

End-Customer will provide Nokia with details of its existing LAN environment and proposed network configuration including the following:

- The Nokia 3FC-61011-AAAA-PGZZA-01P03-7360 GPON Small Provider Playbook will be used as the main design/layout guide and areas not covered under this SOW (e.g., AMS configuration, OSS integration, Speed Test and ACS) will also be included as part of the delivery.
- The 7360 OLT is installed and powered up with fibers connected, splitters & combiners in place.
- Server for AMS installation will be provided by End-Customer, will meet minimum system requirements, is installed, powered, and connected to the network.
- Nokia will only install RHEL and AMS, VMware if applicable will already be installed on the new server.
- All firewall configuration and rules will be in place prior to the commencement of 7360 integration activities.

- The upstream router and/or switches and the configuration necessary to support 7360 integration activities will be in place.
- 7360 service design will only be performed with respect to the O-421E-B ONT type.

2.5 City of Quincy Responsibilities:

- Provide City of Quincy's contacts for the Services described herein.
- Provide Nokia with remote access to the equipment to be supported.
- End-Customer must have a valid Red Hat subscription service for the AMS Server.
- All known firewall issues will be resolved prior to the commencement of integration activities. Nokia will provide firewall requirements.
- Execute a work or Services completion form provided by Nokia to accept the deliverables under this SOW.

2.6 Exclusions:

The following items are specifically excluded from the Services described in this SOW:

- Scope of this SOW does not include delivery of any software or tools used in the performance of the Services.
- Updates to core network elements.
- Integration with AAA or Radius server for account Authentication.
- OSS/BSS development and/or integration.
- Any activity not specifically required in this SOW.

3 General Terms

3.1 Conditions

- While Nokia shall make commercially reasonable efforts consistent with sound business practices to honor City of Quincy's specific requests with regard to the assignment of employees, Nokia reserves the sole right to determine the assignment of its personnel to perform the Services.
- Nokia personnel shall, at all times, be subject to the employment conditions of Nokia and not those of End-Customer. If Nokia's personnel are present on End-Customer's premises, those Nokia personnel shall respect any and all site conditions required by the applicable entity.
- Nokia may use proprietary tools and software for providing the Services. The fees for the Services herein do not include the sale, licensing or transfer of such software or tools to End-Customer.
- All Services will be performed during maintenance windows, unless different working hours/schedule have been specified elsewhere in the SOW.

3.2 Change Management

The fees for this SOW are based upon performance of the Services and provision of deliverables specifically described in this SOW. Requests for additional work activities that are not required in this SOW, including End-Customer-required overtime or night work, or the application of any different or additional criteria or testing in connection with any Services or deliverables, are subject to acceptance by LightSpeed and will entail additional charges to City of Quincy. Certain matters may require a separate statement of work. If Nokia, via its partner LightSpeed, agrees to perform additional work activities under this

SOW, City of Quincy shall execute a change order to this SOW in accordance with LightSpeed's Change Management Process, which shall include, at a minimum, the impact to the schedule, the scope, the applicable fees, and authorization for Nokia to perform and for LightSpeed to bill for such additional work activities.

Additional charges may apply if performance or completion of the Services are delayed for any reason attributable to End-Customer. In such cases, City of Quincy agrees to authorize, as applicable: (a) LightSpeed's invoicing for such Services on a time and material basis at LightSpeed's then current standard rates, subject to any applicable per incident and/or minimum hourly billing requirements then in effect, and (b) the schedule extension attributable to such delay.

3.3 Schedule / Timeline

LightSpeed requires a minimum of two (2) weeks following its acceptance of City of Quincy's purchase order for the Services to allocate appropriate Nokia resources. City of Quincy and Nokia will mutually agree in advance on applicable schedules/timeline and start date before commencement of the Services.

3.4 Acceptance

Maintenance, management and other recurring Services are deemed accepted, as such Services are performed. For all other Services provided under this SOW, Nokia, via LightSpeed, shall notify City of Quincy upon completion thereof either by providing a notice of completion or by providing the deliverable(s) specified in this SOW. Thereafter, City of Quincy shall have ten (10) days from the notice of completion to notify Nokia, via LightSpeed, that the Services do not conform to the requirements described in this SOW. Such Services shall be deemed accepted on the earliest of: (1) the passage of ten (10) days from date of notice of completion without a notice of non-conformance or rejection

from End-Customer; (2) End-Customer's actual acceptance; or (3) End-Customer's use of the Services, the result of the Services or any deliverable, whether or not such use is revenue-generating.

4 Pricing Summary

4.1 Pricing Notes

- The quoted fees for the Services are valid for purchase orders received within 60 days from the Effective Date.
- All prices are in United States dollars, unless otherwise agreed in writing.
- Prices do not include taxes.
- Quote number CoQ - 7360 ISAM R1 - 072020 should be contained in any purchase order referencing this SOW.
- Changes involving additional scope or an extension of the Project timeframe will require a change order in accordance with the LightSpeed's Change Management process.
- If a purchase order is received prior to a fully signed SOW, then this SOW is deemed accepted as written.
- Anything not specifically required herein as part of the Services is not included in this SOW or the Project.

4.2 Pricing Table – Please refer to quote #: CoQ - 7360 ISAM R1 - 072020

5 Entire Agreement

This SOW constitutes the entire agreement, and supersedes all prior oral and written understandings, between the Parties regarding the subject matter hereof. Any modification or addition to this SOW shall be in writing and signed by authorized representatives of both Parties. Each party intends and agrees that a facsimile or email of its handwritten or digital signature shall be regarded as an original signature and agrees that this SOW may be executed in multiple counterparts, which together shall constitute a single instrument, copies of which shall be deemed originals thereof.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the Effective Date, intending to be legally bound thereby.

Lightspeed Technologies, Inc.	City of Quincy
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: September 22, 2020

DATE OF REQUEST September 18, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager

SUBJECT: Software Upgrade for Fiber Backbone Grid

Project Number: 105760 Fiber Optic Communication Lines under Hurricane Michael FEMA Public Assistance 4399DR-FL

Statement of Issue:

The information provided herein concerns the repair of the fiber backbone for the City of Quincy. The City of Quincy, in an effort to repair the fiber infrastructure, has received a proposal from the initial software provider of the current hardware infrastructure. This is a sole source purchase as we repair our existing system utilizing the original software vendor.

This request is for a line item purchase which is part of the approved budget by the commission for the fiber backbone repair. This line item purchase is for upgrade of the software infrastructure located at the substation.

BASIS FOR REPAIR OF SOFTWARE INFRASTRUCURE FOR BACKBONE FIBER GRID:

Pursuant to the award in which the City of Quincy received relative to Hurricane Michael regarding the repair of the existing fiber backbone. The allocation by FEMA Public Assistance re: Hurricane Michael will cover the financial commitment for this request.

Background on Software Infrastructure of Fiber Grid:

The current request consists of the software necessary to administer the system to read meters and control power on/off control from the central office of the City of Quincy. Once this process is completed, the Information Technology Department will be able to install and train staff on the operation of the new software update. The current software is over 15 years old and no longer supported or sold. Tantalus Software, the organization who initially installed the existing system, has submitted a quote which has been vetted by our technology department and will provide the necessary application to reestablish existing communications. This company has a proven reputation and possesses the experience and subject matter expertise necessary to meet the needs of the City. This company has over 20 years of software experience in the area of utility management.

Staff Recommendation:

It is staff recommendation that the City Commission select and approve the proposed vendor; **Tantalus**, who has submitted a quote which meets the needs of the City of Quincy. We ask the commission to direct staff to begin negotiations, with Tantalus, to provide the necessary software to complete the rebuild of the fiber backbone. **Total Bid = \$131,000.00**

Attachments:

- Company background and product information
- Copy of quote received from Tantalus



August 14, 2020

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John O'Leary
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404 W. Jefferson St.
Quincy, Florida 32351
United States

Tantalus Systems
1130 Situs Ct
Suite 230
Raleigh, North Carolina 27606
United States

SUMMARY

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
SV-1000	Deployment Services, daily rate (Project Management, Project Engineering, Field Services, Deployment, Training, Travel Expenses, does NOT include meter / RT / collector installation)	\$63,000.00	1	\$63,000.00
SL-3001	Service Level, Premium - Maintenance and Support	\$27,500.00	1	\$27,500.00
SV-4001	TCC Hosting Services (TCC-2001 Platform) - monthly rate	\$500.00	12	\$6,000.00
TCC-2001	TUNet Control Center License - 10K ERML	\$34,500.00	1	\$34,500.00
Total:				\$131,000.00

NOTES:

- Prices are in US Dollars and are exclusive of taxes, duties, freight, or insurance.
- Price does not include shipping. All products are shipped FOB Origin.
- Service time does not include installation of meters, collectors, repeaters, or other infrastructure equipment.
- Tantalus service time will be billed at actual. If additional days are necessary, Customer will be billed at the rate of \$1,500.00 per day.
- This quotation may contain allowances, discounts and/or promotional pricing. The prices quoted are valid for 30 days from the date of this quote.
- Additional equipment purchases and services shall be invoiced at Tantalus' then current List Price.
- Annual license and support and maintenance fees apply. Please work with your account representative to determine specific costs for your equipment.

The attached document Tantalus Systems Inc. Terms and Conditions of Sale is incorporated into and forms an integral part of this quotation.

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TANTALUS SYSTEMS INC.

TERMS AND CONDITIONS OF SALE
(04152018)

Purpose/Goal. These Terms and Conditions of Sale ("Terms") record the terms and conditions under which Customer agrees to purchase from Tantalus, and Tantalus agrees to sell to Customer, TUNet. Notwithstanding any other provision to the contrary, these Terms become a binding agreement between Tantalus Systems, Inc. (Tantalus) and the Customer when (a) Customer delivers a signed copy of this quotation to Tantalus, which shall be deemed a duly authorized Purchase Order (PO) for the Network Equipment and Services quoted therein; (b) Customer delivers a signed Purchase Order for all or any portion of the Network Equipment and Services or (c) Tantalus ships or provides all or any portion of the Network Equipment or Services covered by this quotation. Except as provided above, any provision in any acceptance or acknowledgment hereof, inconsistent with or in addition to these Terms and Conditions of Sale, are expressly rejected and shall have no force or effect, unless otherwise agreed in writing between the parties. Notwithstanding the foregoing, acceptance of these Terms indicates Customer's agreement to execute such additional documents, as required, including, without limitation, the terms, conditions and responsibilities of each party relating to the license and use of the Licensed Software prior to shipment of any Network Equipment to Customer, the provision of Technical Support and the deployment of TUNet.

Purchase Orders. Customer may purchase Network Equipment and Services by issuing properly authorized Purchase Orders to Tantalus. Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the "economic order quantity" or "minimum order quantity". Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference these Terms and shall state product description, quantity of Network Equipment and Services ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the parties and these Terms, these Terms shall govern. No oral, electronic, or written additional or different provisions proposed by either party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined below.

Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and notice of acceptance shall include confirmation of requested quantities and prices consistent with these Terms. Once a Purchase Order is accepted by Tantalus, the quantities and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

Pricing. The prices provided to Customer under this Quotation may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. In addition, Tantalus shall bear the costs and charges to ensure that all Network Equipment purchased by Customer is cleared for importation into the United States, if applicable, and delivered to the Shipping Point. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Network Equipment and Services by Tantalus, excluding taxes on Tantalus' income generally.

Price Changes. Tantalus reserves the right, in its sole discretion, to revise the prices on thirty (30) days prior written notice to Customer by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Customers, All Cities Average, All Items (CPI-U), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding the adjustment date; or (ii) the average percentage change during the most recent 12-month period to Tantalus' published price list, or (iii) 3.5% per year.

Notwithstanding the foregoing, the original price of any Network Equipment and Services covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus prior to the Effective Date of such price revision, will not be changed for such Purchase Orders issued and accepted as of the Effective Date.

Payment. Customer agrees to pay an advance payment (the "Deposit") equal to twenty-five percent (25%) of the total purchase price of the Network Equipment and Services specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus' invoice, within ten (10) days of the date of the Tantalus order acknowledgement issued in connection with an accepted Purchase Order. Failure to pay the Deposit by such due date shall result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus. Notwithstanding the foregoing, if Customer places a single blanket Purchase Order that is at least 12 months in duration and represents greater than thirty percent (30%) of their total customer base, the Deposit amount will be reduced to ten percent (10%) on that Purchase Order and subsequent Purchase Orders that are also at least 12 months in duration and represent greater than thirty percent (30%) of their total customer base.

Payment Terms. Tantalus shall invoice Customer for Network Equipment and Services purchased upon delivery of Services and such Network Equipment to Customer at the Shipping Point. Deposit amounts paid will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order. Payment terms are net thirty (30) days from date of Tantalus's invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies.

Delivery and Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Network Equipment occurs prior to delivery to Customer, regardless of passage of title prior to such delivery, Tantalus shall without cost to the Customer, promptly make all repairs or replacements necessary to place the Network Equipment in the condition required by these Terms. Customer will notify Tantalus within five (5) days of delivery of any damage to Network Equipment and/or within 10 days of shipping should an order not be received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described herein shall apply to such invoices, *mutatis mutandis*. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

Third Party Products, Services and Software. Customer may elect to use the Third Party Products, Third Party Services and/or Third Party Software. Unless otherwise specifically set forth in writing (and subject to applicable pass through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does not warrant Third-party Products, Third-party Services and/or Third-party Software and disclaims all responsibility and liability for these items, their access to the Network Equipment and TUNet, including their modification, deletion, disclosure or collection of Customer information.

Insurance. During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall ensure that comprehensive general liability insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

No Resell. Customer acknowledges and agrees that it has no rights to market and resell the Network Equipment. The purchase and sale of Network Equipment hereunder is solely for Customer and its Affiliates' requirements.

Confidentiality. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under these Terms, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under these Terms and Conditions, but in no event less than reasonable care. The receiving party will not commingle or mix the other party's Confidential Information with other information.

Authorized Disclosure. In addition, each party shall be entitled to disclose the other party's Confidential Information to the extent such disclosure is necessary to comply with reporting requirements for public companies and as requested by the order or requirement of a court, administrative agency, or other governmental body; provided, that the party required to make the disclosure shall: (i) provide prompt, advance notice thereof to enable the other party to seek a protective order or otherwise prevent such disclosure; and (ii) seek treatment of the Confidential Information to the highest level of protection afforded under relevant laws and policies.

Remedies. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to all relief, remedies and recourses available at law or in equity. In addition to all other remedies available at law and at equity, the other party shall be entitled to seek specific performance or a restraining order, decree or injunction.

Warranty. With respect to new equipment, for a period of one (1) year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this paragraph shall be thirty (30) days from date of return to Customer or the balance of the original warranty period, whichever is greater. With respect to refurbished equipment, for a period of 30 days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications. The aforementioned warranties apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure. The aforementioned warranties will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with the applicable End User License, will not cover any third party products provided by Tantalus or third party products or services provided to Customer by Third Party Suppliers. Any warranty for such products will be between Customer and the third party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third party warranties to Customer.

Warranty Returns. For any breach of warranty, Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set forth herein. Customer will be responsible for removing defective Network Equipment from the installation point and returning the defective Network Equipment, transportation charges

prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment. To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US\$150 per no fault found Network Equipment. Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

No Warranty. The warranties described herein will not cover Network Equipment: (i) units whose original bar code, copyright notices and proprietary legends, if any, have been spoiled or altered, (ii) units that were not installed or de-installed as per Tantalus' specifications or serviced by Tantalus or a person authorized by Tantalus to do so, (iii) units that were the subject of repair, modification or alteration without Tantalus's approval, (iv) units damaged or defective because of reasonable wear and tear, (v) units that were not operated in accordance with the Specifications; (vi) units damaged or defective because of problems with electrical power, (vii) units damaged or defective because of acts of God, (viii) units that in Tantalus's reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling, and (ix) units damaged or defective due to an Excusing Event.

DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS AND DURABILITY.

Relief for patent and copyright matters. Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright. Tantalus's obligation to defend is effective only if Customer is not in breach of any of these Terms and of any other agreement between the parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any US or Canadian patent or copyright or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus's obligation to defend includes the sole right to settle. Tantalus's obligation to defend does not apply to the following: (A) Network Equipment based on a design, specifications or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under these Terms, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus's entire liability with respect to intellectual property infringement by any unit of Network Equipment.

General indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' gross negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim. Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

Customer Indemnity. The relationship of Tantalus and Customer established by these Terms are that of independent contractors and neither party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Except for warranty claims under these Terms, Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its employees or agents, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment or Customer's breach of any term, representation or warranty of these Terms.

Limitations. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT AND SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO FORCE MAJEURE; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT AND SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

Ownership of Intellectual Property. Except for licenses otherwise expressly granted under these Terms, the sale of Network Equipment hereunder does not convey to Customer any Proprietary Rights in the Network Equipment and Customer acknowledges Tantalus's exclusive rights thereto. Neither the sale of Network Equipment nor any provision of these Terms will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any other product or invention of Tantalus, or any combination of the Network Equipment with any other product of Tantalus.

Term. Unless terminated earlier as provided herein, these Terms shall have an initial term of one (1) year commencing on the execution date of these Terms (Initial Term) and shall automatically renew for successive one (1) year periods thereafter, until terminated in accordance with these Terms.

Termination. Either party may terminate these Terms effective upon the delivery of written notice of such termination to the other party, if the other party: becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding; breaches its obligations related to confidentiality; or is in default in any material respect in the performance of any its obligations under of these Terms, provided that the party not at fault has given the other party forty five (45) days prior written notice of such default and such other party has not remedied the default; provided however if the defaulting party is Customer and such default

is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days. Either party may terminate these Terms, at any time and for any reason, on ninety (90) days' prior written notice to the other party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for actual costs reasonably incurred in performing before termination, including the cost of Network Equipment released or received by Customer, or that has been shipped within 45 days, prior to the date of the notice. Prior to the effective termination of these Terms, all of the terms and conditions of, and the respective rights and obligations of the parties to, these Terms will remain completely valid and enforceable; provided however that, in the event Tantalus terminates these Terms for cause, then any deliveries of Network Equipment and Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled. Termination is not the sole remedy available under these Terms and, whether or not termination is effected; all other legal remedies will remain available. Notwithstanding anything to the contrary in these Terms, no expiration or termination of these Terms by either party shall affect any rights or obligations of either party: (i) which are vested pursuant to these as of the effective date of such expiration or termination, (ii) any other provisions intended by the parties to survive such expiration or termination including, but not limited to, Purchase Orders accepted pursuant to these Terms.

Dispute Resolution. Except for disputes related to nonpayment or as otherwise provided herein, neither party shall resort to formal litigation proceedings until the parties have attempted to resolve the Dispute through non-binding mediation. The party raising a Dispute shall submit to the other party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each party shall attempt to resolve the Dispute. If the parties' representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction set forth under the Governing Law section of these Terms, as mutually agreed between the parties. If the use of non-binding mediation is not successful, either party may commence formal litigation proceedings to resolve the Dispute. This Section shall not be construed to prevent a party from instituting litigation proceedings earlier than as indicated in this section to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations.

Notices. Any notification, notice, approval, confirmation or consent required or permitted to be given under these Terms must be in writing and signed by an authorized Representative of a party (whether a party hereto or a third party, as the case may be), and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile to (919) 900-8978 (provided confirmation of delivery is obtained at the time of transmission). Communications to Tantalus must be addressed to: Peter A. Londa, President & CEO, Tantalus Systems, Inc. 1130 Situs Court, Suite 230, Raleigh, NC 27606. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either party may change the address for service by giving 15 days advance written notice to the other party. All notices will be effective upon receipt and will be deemed received: (i) upon delivery, if personally delivered, (ii) upon signature by the receiving party, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

Severability. If any provision or term of these Terms is determined to be invalid or unenforceable, the invalidity or unenforceability of that provision or term will not affect the validity or enforceability of the remaining provisions and terms or the validity or enforceability of that provision or term in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Amendment and Waiver. No amendment or waiver of any provision of these Terms shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to

exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

Governing Law. These Terms shall be governed by, and construed under, the laws of the State of Delaware without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer waive a trial by jury in any such suit, action or proceeding.

Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of these Terms where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events. Lack of funds or credit will not constitute a Force Majeure.

Successors and Assigns. These Terms bind, and inures to the benefit of, the parties and their respective successors. These Terms shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under these Terms in connection with a factoring arrangement.

Definitions and Interpretation. "Affiliate" means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of "Affiliate," the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity. "Business Day" means any day that is not a Saturday, Sunday or a state or federal holiday. "Confidential Information" of a party is information (in tangible or intangible form) that it owns or has license for, and discloses to the other party, that: (i) derives economic value, actual or potential, from not being generally known to, and is not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality; and includes technical information (such as formulas, data, programs, methods, techniques and processes), business information (such as information about finances, customers and potential customers, marketing plans and business strategies), and the terms of these Terms; but Confidential Information does not include information that the receiving party establishes: (i) it developed independently; or (ii) was generally available to the public through no fault of its own; or (iii) was possessed by it before its receipt thereof from disclosing party; or (iv) was acquired from a third party without the breach of any confidentiality obligation; or (v) five (5) years after its disclosure, does not constitute a trade secret under relevant laws and policies. Confidential Information shall also include all notes, copies and summaries, in any media, and recollections of a receiving party of Confidential Information. "Destination" means Customer's designated destination point for the delivery of Network Equipment. "Dispute" means any dispute, controversy, difference or claim, arising under or in connection with these Terms, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims. "Excusing Event" means any (i) Force Majeure or other event outside of Tantalus' reasonable control; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer's responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iv) failure, act or omission of any third party (including any Third Party Supplier) or its agents, employees, suppliers, subcontractors or consultants; or (v) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer. "Licensed Software" means all Tantalus software and firmware residing on, or provided in connection with, each unit of Network Equipment purchased under these Terms, together with all software documentation related

thereto and any and all updates thereto. The terms and conditions of EULA will apply to the Licensed Software provided to Customer. "Network Equipment" means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software that are or will be under these Terms physically deployed in the Customer's service territory. For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products, Third-Party Services, or Third-Party Software. "Purchase Orders" means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase Network Equipment and Services in accordance with these Terms and Conditions of Sale. Each Purchase Order will be deemed to include these Terms, even if not specifically stated on the Purchase Order. "Services" means deployment engineering support services as described on the price list that Tantalus provides from time to time. For clarity, Services do not include Technical Support; "Shipping Point" means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. "Specifications" means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus. "Third-Party Product" means a product or application that is produced by a company other than Tantalus. Third-Party Products may have the benefit of a manufacturer's warranty provided by the product manufacturer. "Third-Party Services" means those services that are offered or provided by a company other than Tantalus. "Third-Party Software" means software that is licensed by a company other than Tantalus. Use of Third-Party Software is subject to end-user's acceptance of the third-party End User's License Agreement (EULA). Third-party software may have the benefit of warranties provided by the third-party software licensor. "TUNet®" means the TUNet smart grid network provided by Tantalus pursuant to these Terms and does not include Third-Party Products, Third-Party Services or Third-Party Software. **Interpretation Not Affected by Headings, etc.** The division of these Terms into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. **Date For Any Action.** In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. **Authorship.** Authorship of these Terms will have no bearing on the construction of any terms hereof or ambiguities thereof.

Quotation as Purchase Order. Signature below shall constitute submission by the Customer and acceptance by Tantalus of the foregoing quotation as an authorized Purchase Order for the equipment and services listed thereon, subject to the foregoing Terms and Purchase of Sale. The Purchase Order may not be modified, added to or rescinded except through mutual agreement and acceptance in writing by both Parties.

AGREED AND ACCEPTED:

City of Quincy

BY: _____

Name: _____

Title: _____

Date: _____

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: September 22, 2020

DATE OF REQUEST September 18, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager

SUBJECT: Communication Repeaters for Fiber Pole Connections

Project Number: 105760 Fiber Optic Communication Lines under Hurricane Michael
FEMA Public Assistance 4399DR-FL

Statement of Issue:

The information provided herein concerns the repair of the fiber backbone pole connections for the City of Quincy. The City of Quincy in an effort to repair the fiber pole connections, has received a proposal from a manufacturer from the current hardware infrastructure. This is a sole source purchase as we repair our existing system utilizing the original hardware vendor.

This request is for a line item purchase which is part of the approved budget by the commission for the fiber backbone repair. This line item purchase is for repair of the hardware infrastructure located at the substation.

BASIS FOR REPAIR OF POLE CONNECTIONS FOR BACKBONE FIBER GRID:

Pursuant to the award in which the City of Quincy received relative to Hurricane Michael regarding the repair of the existing fiber backbone. The allocation by FEMA Public Assistance re: Hurricane Michael will cover the financial commitment for this request.

Background on Pole/ Communications for Fiber Grid:

The current request consists of pole connections to communicate meter readings for the City of Quincy. Once this process is completed, the Information technology department will be able to communicate meter readings from the customer homes. Tantalus, the organization who initially installed the existing system software has submitted a quote which has been vetted by our technology department and will satisfy the reconnection of the backbone communication system. This company has a proven reputation and possesses the experience and subject matter expertise necessary to meet the needs of the City. This company has over 20 years of technical experience in the area of fiber optics.

Staff Recommendation:

It is staff recommendation that the City Commission select and approve the proposed vendor; **Tantalus**, who has submitted a quote which meets the needs of the City of Quincy. We ask the commission to direct staff to begin negotiations, with Tantalus, to provide the necessary hardware to complete the rebuild of the fiber backbone. **Total Bid = \$38,062.00**

Attachments:

- Company background and product information
- Copy of quote received from Tantalus



September 18, 2020

Josh Williams
(504) 261-0383
jwilliams5167@gmail.com

City of Quincy
Florida
United States

John O'Leary
joleary@tantalus.com

Tantalus Systems
1130 Situs Ct
Suite 230
Raleigh, North Carolina 27606
United States

SUMMARY

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TR-1901	900 Mhz LAN Repeater-Router (XR-100 Mounting Brackets Included)	\$289.00	8	\$2,312.00
VC-820-VZ	Sixnet LTE(4G)/3G/2G Cellular Router 1-Port (DC) - Verizon	\$975.00	10	\$9,750.00
VC-934	TUNet Versa Collector, 1000 Endpoint w/battery backup and mounting bracket	\$3,400.00	4	\$13,600.00
VC-931	Versa Collector 250 endpoints	\$1,800.00	2	\$3,600.00
VC-932	Versa Collector 500 endpoints	\$2,200.00	4	\$8,800.00
Total:				\$38,062.00

NOTES:

- Prices are in US Dollars and are exclusive of taxes, duties, freight, or insurance.
- Price does not include shipping. All products are shipped FOB Origin.
- Service time does not include installation of meters, collectors, repeaters, or other infrastructure equipment.
- Tantalus service time will be billed at actual. If additional days are necessary, Customer will be billed at the rate of \$1,500.00 per day.
- This quotation may contain allowances, discounts and/or promotional pricing. The prices quoted are valid for 30 days from the date of this quote.
- Additional equipment purchases and services shall be invoiced at Tantalus' then current List Price.
- Annual license and support and maintenance fees apply. Please work with your account representative to determine specific costs for your equipment.

The attached document Tantalus Systems Inc. Terms and Conditions of Sale is incorporated into and forms an integral part of this quotation.

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TANTALUS SYSTEMS INC.
TERMS AND CONDITIONS OF SALE
(04152018)

Purpose/Goal. These Terms and Conditions of Sale ("Terms") record the terms and conditions under which Customer agrees to purchase from Tantalus, and Tantalus agrees to sell to Customer, TUNet. Notwithstanding any other provision to the contrary, these Terms become a binding agreement between Tantalus Systems, Inc. (Tantalus) and the Customer when (a) Customer delivers a signed copy of this quotation to Tantalus, which shall be deemed a duly authorized Purchase Order (PO) for the Network Equipment and Services quoted therein; (b) Customer delivers a signed Purchase Order for all or any portion of the Network Equipment and Services or (c) Tantalus ships or provides all or any portion of the Network Equipment or Services covered by this quotation. Except as provided above, any provision in any acceptance or acknowledgment hereof, inconsistent with or in addition to these Terms and Conditions of Sale, are expressly rejected and shall have no force or effect, unless otherwise agreed in writing between the parties. Notwithstanding the foregoing, acceptance of these Terms indicates Customer's agreement to execute such additional documents, as required, including, without limitation, the terms, conditions and responsibilities of each party relating to the license and use of the Licensed Software prior to shipment of any Network Equipment to Customer, the provision of Technical Support and the deployment of TUNet.

Purchase Orders. Customer may purchase Network Equipment and Services by issuing properly authorized Purchase Orders to Tantalus. Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the "economic order quantity" or "minimum order quantity". Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference these Terms and shall state product description, quantity of Network Equipment and Services ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the parties and these Terms, these Terms shall govern. No oral, electronic, or written additional or different provisions proposed by either party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined below.

Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and notice of acceptance shall include confirmation of requested quantities and prices consistent with these Terms. Once a Purchase Order is accepted by Tantalus, the quantities and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

Pricing. The prices provided to Customer under this Quotation may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. In addition, Tantalus shall bear the costs and charges to ensure that all Network Equipment purchased by Customer is cleared for importation into the United States, if applicable, and delivered to the Shipping Point. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Network Equipment and Services by Tantalus, excluding taxes on Tantalus' income generally.

Price Changes. Tantalus reserves the right, in its sole discretion, to revise the prices on thirty (30) days prior written notice to Customer by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Consumers, All Cities Average, All Items (CPI-U), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding

the adjustment date; or (ii) the average percentage change during the most recent 12-month period to Tantalus' published price list, or (iii) 3.5% per year. Notwithstanding the foregoing, the original price of any Network Equipment and Services covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus prior to the Effective Date of such price revision, will not be changed for such Purchase Orders issued and accepted as of the Effective Date.

Payment. Customer agrees to pay an advance payment (the "Deposit") equal to twenty-five percent (25%) of the total purchase price of the Network Equipment and Services specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus' invoice, within ten (10) days of the date of the Tantalus order acknowledgement issued in connection with an accepted Purchase Order. Failure to pay the Deposit by such due date shall result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus. Notwithstanding the foregoing, if Customer places a single blanket Purchase Order that is at least 12 months in duration and represents greater than thirty percent (30%) of their total customer base, the Deposit amount will be reduced to ten percent (10%) on that Purchase Order and subsequent Purchase Orders that are also at least 12 months in duration and represent greater than thirty percent (30%) of their total customer base.

Payment Terms. Tantalus shall invoice Customer for Network Equipment and Services purchased upon delivery of Services and such Network Equipment to Customer at the Shipping Point. Deposit amounts paid will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order. Payment terms are net thirty (30) days from date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies.

Delivery and Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Network Equipment occurs prior to delivery to Customer, regardless of passage of title prior to such delivery, Tantalus shall without cost to the Customer, promptly make all repairs or replacements necessary to place the Network Equipment in the condition required by these Terms. Customer will notify Tantalus within five (5) days of delivery of any damage to Network Equipment and/or within 10 days of shipping should an order not be received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described herein shall apply to such invoices, *mutatis mutandis*. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

Third Party Products, Services and Software. Customer may elect to use the Third Party Products, Third Party Services and/or Third Party Software. Unless otherwise specifically set forth in writing (and subject to applicable pass through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does not warrant Third-party Products, Third-party Services and/or Third-party Software and disclaims all responsibility and liability for these items, their access to the Network Equipment and TUNet, including their modification, deletion, disclosure or collection of Customer information.

Insurance. During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall

ensure that comprehensive general liability insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

No Resell. Customer acknowledges and agrees that it has no rights to market and resell the Network Equipment. The purchase and sale of Network Equipment hereunder is solely for Customer and its Affiliates' requirements.

Confidentiality. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under these Terms, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under these Terms and Conditions, but in no event less than reasonable care. The receiving party will not commingle or mix the other party's Confidential Information with other information.

Authorized Disclosure. In addition, each party shall be entitled to disclose the other party's Confidential Information to the extent such disclosure is necessary to comply with reporting requirements for public companies and as requested by the order or requirement of a court, administrative agency, or other governmental body; provided, that the party required to make the disclosure shall: (i) provide prompt, advance notice thereof to enable the other party to seek a protective order or otherwise prevent such disclosure; and (ii) seek treatment of the Confidential Information to the highest level of protection afforded under relevant laws and policies.

Remedies. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to all relief, remedies and recourses available at law or in equity. In addition to all other remedies available at law and at equity, the other party shall be entitled to seek specific performance or a restraining order, decree or injunction.

Warranty. With respect to new equipment, for a period of one (1) year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this paragraph shall be thirty (30) days from date of return to Customer or the balance of the original warranty period, whichever is greater. With respect to refurbished equipment, for a period of 30 days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications. The aforementioned warranties apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure. The aforementioned warranties will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with the applicable End User License, will not cover any third party products provided by Tantalus or third party products or services provided to Customer by Third Party Suppliers. Any warranty for such products will be between Customer and the third party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third party warranties to Customer.

Warranty Returns. For any breach of warranty, Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has

returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set forth herein. Customer will be responsible for removing defective Network Equipment from the installation point and returning the defective Network Equipment, transportation charges prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment. To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US\$150 per no fault found Network Equipment. Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

No Warranty. The warranties described herein will not cover Network Equipment: (i) units whose original bar code, copyright notices and proprietary legends, if any, have been spoiled or altered, (ii) units that were not installed or de-installed as per Tantalus' specifications or serviced by Tantalus or a person authorized by Tantalus to do so, (iii) units that were the subject of repair, modification or alteration without Tantalus's approval, (iv) units damaged or defective because of reasonable wear and tear, (v) units that were not operated in accordance with the Specifications; (vi) units damaged or defective because of problems with electrical power, (vii) units damaged or defective because of acts of God, (viii) units that in Tantalus's reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling, and (ix) units damaged or defective due to an Excusing Event.

DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS AND DURABILITY.

Relief for patent and copyright matters. Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright. Tantalus's obligation to defend is effective only if Customer is not in breach of any of these Terms and of any other agreement between the parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any US or Canadian patent or copyright or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus's obligation to defend includes the sole right to settle. Tantalus's obligation to defend does not apply to the following: (A) Network Equipment based on a design, specifications or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under these Terms, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus's entire liability with respect to intellectual property infringement by any unit of Network Equipment.

General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' gross negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim.

Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

Customer Indemnity. The relationship of Tantalus and Customer established by these Terms are that of independent contractors and neither party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Except for warranty claims under these Terms, Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its employees or agents, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment or Customer's breach of any term, representation or warranty of these Terms.

Limitations. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (I) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (II) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES. NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT AND SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO FORCE MAJEURE; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT AND SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

Ownership of Intellectual Property. Except for licenses otherwise expressly granted under these Terms, the sale of Network Equipment hereunder does not convey to Customer any Proprietary Rights in the Network Equipment and Customer acknowledges Tantalus's exclusive rights thereto. Neither the sale of Network Equipment nor any provision of these Terms will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any other product or invention of Tantalus, or any combination of the Network Equipment with any other product of Tantalus.

Term. Unless terminated earlier as provided herein, these Terms shall have an initial term of one (1) year commencing on the execution date of these Terms (Initial Term) and shall automatically renew for successive one (1) year periods thereafter, until terminated in accordance with these Terms.

Termination. Either party may terminate these Terms effective upon the delivery of written notice of such termination to the other party, if the other party: becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding; breaches its obligations related to confidentiality; or is in default in any material respect in the performance of any its obligations under of these

Terms, provided that the party not at fault has given the other party forty five (45) days prior written notice of such default and such other party has not remedied the default; provided however if the defaulting party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days. Either party may terminate these Terms, at any time and for any reason, on ninety (90) days' prior written notice to the other party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for actual costs reasonably incurred in performing before termination, including the cost of Network Equipment released or received by Customer, or that has been shipped within 45 days, prior to the date of the notice. Prior to the effective termination of these Terms, all of the terms and conditions of, and the respective rights and obligations of the parties to, these Terms will remain completely valid and enforceable; provided however that, in the event Tantalus terminates these Terms for cause, then any deliveries of Network Equipment and Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled. Termination is not the sole remedy available under these Terms and, whether or not termination is effected; all other legal remedies will remain available. Notwithstanding anything to the contrary in these Terms, no expiration or termination of these Terms by either party shall affect any rights or obligations of either party: (i) which are vested pursuant to these as of the effective date of such expiration or termination, (ii) any other provisions intended by the parties to survive such expiration or termination including, but not limited to, Purchase Orders accepted pursuant to these Terms.

Dispute Resolution. Except for disputes related to nonpayment or as otherwise provided herein, neither party shall resort to formal litigation proceedings until the parties have attempted to resolve the Dispute through non-binding mediation. The party raising a Dispute shall submit to the other party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each party shall attempt to resolve the Dispute. If the parties' representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction set forth under the Governing Law section of these Terms, as mutually agreed between the parties. If the use of non-binding mediation is not successful, either party may commence formal litigation proceedings to resolve the Dispute. This Section shall not be construed to prevent a party from instituting litigation proceedings earlier than as indicated in this section to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations.

Notices. Any notification, notice, approval, confirmation or consent required or permitted to be given under these Terms must be in writing and signed by an authorized Representative of a party (whether a party hereto or a third party, as the case may be), and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile to (919) 900-8978 (provided confirmation of delivery is obtained at the time of transmission). Communications to Tantalus must be addressed to: Peter A. Londa, President & CEO, Tantalus Systems, Inc. 1130 Situs Court, Suite 230, Raleigh, NC 27606. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either party may change the address for service by giving 15 days advance written notice to the other party. All notices will be effective upon receipt and will be deemed received: (i) upon delivery, if personally delivered, (ii) upon signature by the receiving party, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

Severability. If any provision or term of these Terms is determined to be invalid or unenforceable, the invalidity or unenforceability of that provision or term will not affect the validity or enforceability of the remaining provisions and terms or the validity or enforceability of that provision or term in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Amendment and Waiver. No amendment or waiver of any provision of these Terms shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

Governing Law. These Terms shall be governed by, and construed under, the laws of the State of Delaware without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer waive a trial by jury in any such suit, action or proceeding.

Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of these Terms where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events. Lack of funds or credit will not constitute a Force Majeure.

Successors and Assigns. These Terms bind, and inures to the benefit of, the parties and their respective successors. These Terms shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under these Terms in connection with a factoring arrangement.

Definitions and Interpretation. "Affiliate" means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of "Affiliate," the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity. "Business Day" means any day that is not a Saturday, Sunday or a state or federal holiday. "Confidential Information" of a party is information (in tangible or intangible form) that it owns or has license for, and discloses to the other party, that: (i) derives economic value, actual or potential, from not being generally known to, and is not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality; and includes technical information (such as formulas, data, programs, methods, techniques and processes), business information (such as information about finances, customers and potential customers, marketing plans and business strategies), and the terms of these Terms; but Confidential Information does not include information that the receiving party establishes: (i) it developed independently; or (ii) was generally available to the public through no fault of its own; or (iii) was possessed by it before its receipt thereof from disclosing party; or (iv) was acquired from a third party without the breach of any confidentiality obligation; or (v) five (5) years after its disclosure, does not constitute a trade secret under relevant laws and policies. Confidential Information shall also include all notes, copies and summaries, in any media, and recollections of a receiving party of Confidential Information. "Destination" means Customer's designated destination point for the delivery of Network Equipment. "Dispute" means any dispute, controversy, difference or claim, arising under or in connection with these Terms, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims. "Excusing Event" means any (i) Force Majeure or other event outside of Tantalus' reasonable control; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer's responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iv) failure, act or omission of any third party (including any Third Party Supplier) or its agents, employees, suppliers, subcontractors or consultants; or (v) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer. "Licensed Software" means all Tantalus software and firmware

residing on, or provided in connection with, each unit of Network Equipment purchased under these Terms, together with all software documentation related thereto and any and all updates thereto. The terms and conditions of EULA will apply to the Licensed Software provided to Customer. "Network Equipment" means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software that are or will be under these Terms physically deployed in the Customer's service territory. For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products, Third-Party Services, or Third-Party Software. "Purchase Orders" means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase Network Equipment and Services in accordance with these Terms and Conditions of Sale. Each Purchase Order will be deemed to include these Terms, even if not specifically stated on the Purchase Order. "Services" means deployment engineering support services as described on the price list that Tantalus provides from time to time. For clarity, Services do not include Technical Support; "Shipping Point" means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. "Specifications" means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus. "Third-Party Product" means a product or application that is produced by a company other than Tantalus. Third-Party Products may have the benefit of a manufacturer's warranty provided by the product manufacturer. "Third-Party Services" means those services that are offered or provided by a company other than Tantalus. "Third-Party Software" means software that is licensed by a company other than Tantalus. Use of Third-Party Software is subject to end-user's acceptance of the third-party End User's License Agreement (EULA). Third-party software may have the benefit of warranties provided by the third-party software licensor. "TUNet®" means the TUNet smart grid network provided by Tantalus pursuant to these Terms and does not include Third-Party Products, Third-Party Services or Third-Party Software. **Interpretation Not Affected by Headings, etc.** The division of these Terms into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. **Date For Any Action.** In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. **Authorship.** Authorship of these Terms will have no bearing on the construction of any terms hereof or ambiguities thereof.

Quotation as Purchase Order. Signature below shall constitute submission by the Customer and acceptance by Tantalus of the foregoing quotation as an authorized Purchase Order for the equipment and services listed thereon, subject to the foregoing Terms and Purchase of Sale. The Purchase Order may not be modified, added to or rescinded except through mutual agreement and acceptance in writing by both Parties.

AGREED AND ACCEPTED:

City of Quincy

BY: _____

Name: _____

Title: _____

Date: _____

**CITY OF QUINCY
CITY COMMISSION
AGENDA REQUEST**

MEETING DATE: September 22, 2020

DATE OF REQUEST September 18, 2020

TO: Honorable Mayor and Members of the City Commission

FROM: Jack L. McLean Jr., City Manager

SUBJECT: Communication Repeaters for Fiber Pole Connections

Project Number: 105760 Fiber Optic Communication Lines under Hurricane Michael
FEMA Public Assistance 4399DR-FL

Statement of Issue:

The information provided herein concerns the repair of the fiber backbone pole connections for the City of Quincy. The City of Quincy in an effort to repair the fiber pole connections, has received a proposal from a manufacturer from the current hardware infrastructure. This is a sole source purchase as we repair our existing system utilizing the original hardware vendor.

This request is for a line item purchase which is part of the approved budget by the commission for the fiber backbone repair. This line item purchase is for repair of the hardware infrastructure located at the substation.

BASIS FOR REPAIR OF POLE CONNECTIONS FOR BACKBONE FIBER GRID:

Pursuant to the award in which the City of Quincy received relative to Hurricane Michael regarding the repair of the existing fiber backbone. The allocation by FEMA Public Assistance re: Hurricane Michael will cover the financial commitment for this request.

Background on Pole/ Communications for Fiber Grid:

The current request consists of pole connections to communicate meter readings for the City of Quincy. Once this process is completed, the Information technology department will be able to communicate meter readings from the customer homes. Tantalus, the organization who initially installed the existing system software has submitted a quote which has been vetted by our technology department and will satisfy the reconnection of the backbone communication system. This company has a proven reputation and possesses the experience and subject matter expertise necessary to meet the needs of the City. This company has over 20 years of technical experience in the area of fiber optics.

Staff Recommendation:

It is staff recommendation that the City Commission select and approve the proposed vendor; **Tantalus**, who has submitted a quote which meets the needs of the City of Quincy. We ask the commission to direct staff to begin negotiations, with Tantalus, to provide the necessary hardware to complete the rebuild of the fiber backbone. **Total Bid = \$38,062.00**

Attachments:

- Company background and product information
- Copy of quote received from Tantalus



September 18, 2020

Josh Williams
(504) 261-0383
jwilliams5167@gmail.com

City of Quincy
Florida
United States

John O'Leary
joleary@tantalus.com

Tantalus Systems
1130 Situs Ct
Suite 230
Raleigh, North Carolina 27606
United States

SUMMARY

PRODUCT	DESCRIPTION	SALES PRICE	QTY	TOTAL PRICE
TR-1901	900 Mhz LAN Repeater-Router (XR-100 Mounting Brackets Included)	\$289.00	8	\$2,312.00
VC-820-VZ	Sixnet LTE(4G)/3G/2G Cellular Router 1-Port (DC) - Verizon	\$975.00	10	\$9,750.00
VC-934	TUNet Versa Collector, 1000 Endpoint w/battery backup and mounting bracket	\$3,400.00	4	\$13,600.00
VC-931	Versa Collector 250 endpoints	\$1,800.00	2	\$3,600.00
VC-932	Versa Collector 500 endpoints	\$2,200.00	4	\$8,800.00
Total:				\$38,062.00

NOTES:

- Prices are in US Dollars and are exclusive of taxes, duties, freight, or insurance.
- Price does not include shipping. All products are shipped FOB Origin.
- Service time does not include installation of meters, collectors, repeaters, or other infrastructure equipment.
- Tantalus service time will be billed at actual. If additional days are necessary, Customer will be billed at the rate of \$1,500.00 per day.
- This quotation may contain allowances, discounts and/or promotional pricing. The prices quoted are valid for 30 days from the date of this quote.
- Additional equipment purchases and services shall be invoiced at Tantalus' then current List Price.
- Annual license and support and maintenance fees apply. Please work with your account representative to determine specific costs for your equipment.

The attached document Tantalus Systems Inc. Terms and Conditions of Sale is incorporated into and forms an integral part of this quotation.

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TANTALUS SYSTEMS INC.
TERMS AND CONDITIONS OF SALE
(04152018)

Purpose/Goal. These Terms and Conditions of Sale ("Terms") record the terms and conditions under which Customer agrees to purchase from Tantalus, and Tantalus agrees to sell to Customer, TUNet. Notwithstanding any other provision to the contrary, these Terms become a binding agreement between Tantalus Systems, Inc. (Tantalus) and the Customer when (a) Customer delivers a signed copy of this quotation to Tantalus, which shall be deemed a duly authorized Purchase Order (PO) for the Network Equipment and Services quoted therein; (b) Customer delivers a signed Purchase Order for all or any portion of the Network Equipment and Services or (c) Tantalus ships or provides all or any portion of the Network Equipment or Services covered by this quotation. Except as provided above, any provision in any acceptance or acknowledgment hereof, inconsistent with or in addition to these Terms and Conditions of Sale, are expressly rejected and shall have no force or effect, unless otherwise agreed in writing between the parties. Notwithstanding the foregoing, acceptance of these Terms indicates Customer's agreement to execute such additional documents, as required, including, without limitation, the terms, conditions and responsibilities of each party relating to the license and use of the Licensed Software prior to shipment of any Network Equipment to Customer, the provision of Technical Support and the deployment of TUNet.

Purchase Orders. Customer may purchase Network Equipment and Services by issuing properly authorized Purchase Orders to Tantalus. Each type of Network Equipment may have an economic order quantity or minimum order quantity, meaning that no Purchase Order may be placed for a quantity of those units of Network Equipment which is less than the minimum number of units specified on the then current Tantalus price list and designated as the "economic order quantity" or "minimum order quantity". Each Purchase Order issued by Customer shall have a lead-time of at least 90 days. Lead-time means the time extending from the date the Purchase Order is received by Tantalus to the specified delivery date. Each Purchase Order shall reference these Terms and shall state product description, quantity of Network Equipment and Services ordered, part number, desired delivery date and Destination, method of shipment, unit price for each unit ordered and total purchase price. In the event of any inconsistency or conflict between any terms of a Purchase Order, order confirmation, invoice or any other commercial form used by the parties and these Terms, these Terms shall govern. No oral, electronic, or written additional or different provisions proposed by either party in any acceptance, confirmation, or acknowledgment shall apply. Purchase Orders, once accepted, may not be cancelled, except as outlined below.

Acceptance, Rejection or Changes to Purchase Orders. Tantalus will notify Customer of its acceptance or rejection of each Purchase Order as soon as practicable and notice of acceptance shall include confirmation of requested quantities and prices consistent with these Terms. Once a Purchase Order is accepted by Tantalus, the quantities and prices within that acceptance, unless otherwise noted on such acceptance, are committed to and cannot be changed without the consent of both Tantalus and Customer. If the parties agree to changes to a Purchase Order, those changes will be incorporated in a replacement Purchase Order, which will follow the same process outlined above referencing the Purchase Order to be replaced.

Pricing. The prices provided to Customer under this Quotation may contain promotional or one-time pricing. Future prices shall be as set forth on Tantalus' then current price list and do not include taxes. In addition, Tantalus shall bear the costs and charges to ensure that all Network Equipment purchased by Customer is cleared for importation into the United States, if applicable, and delivered to the Shipping Point. Customer will be responsible for and pay all applicable federal, state, municipal or other governmental sales use, excise, value-added taxes, occupational or other taxes, tariffs, duties and surcharges now in force or enacted in the future which are associated with the provision of Network Equipment and Services by Tantalus, excluding taxes on Tantalus' income generally.

Price Changes. Tantalus reserves the right, in its sole discretion, to revise the prices on thirty (30) days prior written notice to Customer by whichever of the following is greater: (i) the immediately preceding year's percentage increase in the Consumer Price Index For All Urban Consumers, All Cities Average, All Items (CPI-U), as published by the Bureau of Labor Statistics, U.S. Department of Labor in the "Summary Data from the Consumer Price Index New Release" for the 12-month period ending at December 31st of the calendar year immediately preceding

the adjustment date; or (ii) the average percentage change during the most recent 12-month period to Tantalus' published price list, or (iii) 3.5% per year. Notwithstanding the foregoing, the original price of any Network Equipment and Services covered by Purchase Orders issued by the Customer, and which Purchase Orders are confirmed and accepted by Tantalus prior to the Effective Date of such price revision, will not be changed for such Purchase Orders issued and accepted as of the Effective Date.

Payment. Customer agrees to pay an advance payment (the "Deposit") equal to twenty-five percent (25%) of the total purchase price of the Network Equipment and Services specified on each Purchase Order. The Deposit will be due and payable, notwithstanding the absence of the applicable Tantalus' invoice, within ten (10) days of the date of the Tantalus order acknowledgement issued in connection with an accepted Purchase Order. Failure to pay the Deposit by such due date shall result in the cancellation of the Purchase Order by Tantalus, without requirement for any further action, or notice to Customer, by Tantalus. Notwithstanding the foregoing, if Customer places a single blanket Purchase Order that is at least 12 months in duration and represents greater than thirty percent (30%) of their total customer base, the Deposit amount will be reduced to ten percent (10%) on that Purchase Order and subsequent Purchase Orders that are also at least 12 months in duration and represent greater than thirty percent (30%) of their total customer base.

Payment Terms. Tantalus shall invoice Customer for Network Equipment and Services purchased upon delivery of Services and such Network Equipment to Customer at the Shipping Point. Deposit amounts paid will be reflected as a credit to the total purchase price due and owing upon delivery completion of the total Purchase Order. Payment terms are net thirty (30) days from date of Tantalus' invoice. All payments shall be in U.S. dollars, unless otherwise agreed to between Tantalus and Customer. In addition to any other remedies Tantalus may have for late payments, Customer will be charged interest at 1½% per month (equivalent to an annual rate of interest of 18%), payable monthly on all overdue amounts. Customer shall also be responsible for collection costs associated with the late payment, if any, including reasonable attorney's fees. Payments will be applied first to interest payable and then principal owing. Tantalus may modify the preceding payment terms if, in its reasonable opinion, the payment record or financial condition of Customer so justifies.

Delivery and Risk of Loss. Tantalus shall deliver the Network Equipment to Customer at the Shipping Point (cleared for export, if applicable) and title (other than title to Licensed Software which shall remain with Tantalus) and risk of loss of Network Equipment shall pass from Tantalus to Customer at the Shipping Point. If any loss of or damage to the Network Equipment occurs prior to delivery to Customer, regardless of passage of title prior to such delivery, Tantalus shall without cost to the Customer, promptly make all repairs or replacements necessary to place the Network Equipment in the condition required by these Terms. Customer will notify Tantalus within five (5) days of delivery of any damage to Network Equipment and/or within 10 days of shipping should an order not be received. If the Shipping Point and Destination are not the same, Customer shall be responsible for and shall pay all transportation and insurance costs for Network Equipment from the Shipping Point to the Destination, provided however that upon request by Customer, Tantalus shall make the arrangements for such transportation and insurance and will invoice Customer for reimbursement at cost. The payment terms described herein shall apply to such invoices, *mutatis mutandis*. Delivery dates are approximate only. Tantalus shall notify Customer in writing, if Tantalus has knowledge of any event that is reasonably likely to materially delay any specified delivery date or change any specified delivery date.

Third Party Products, Services and Software. Customer may elect to use the Third Party Products, Third Party Services and/or Third Party Software. Unless otherwise specifically set forth in writing (and subject to applicable pass through terms and conditions) upon mutual agreement of all involved Parties, Tantalus does not warrant Third-party Products, Third-party Services and/or Third-party Software and disclaims all responsibility and liability for these items, their access to the Network Equipment and TUNet, including their modification, deletion, disclosure or collection of Customer information.

Insurance. During all times in which Customer has possession of Network Equipment for which Tantalus has not received payment in full, Customer shall

ensure that comprehensive general liability insurance with limits at least equal to the total value of all such Network Equipment is obtained and, upon request, provide Tantalus with a certificate evidencing such coverage.

No Resell. Customer acknowledges and agrees that it has no rights to market and resell the Network Equipment. The purchase and sale of Network Equipment hereunder is solely for Customer and its Affiliates' requirements.

Confidentiality. Each party shall treat as confidential all Confidential Information of the other party, shall not use such Confidential Information except as expressly set forth herein or otherwise authorized in writing, shall implement reasonable procedures to prohibit the disclosure, unauthorized duplication, misuse or removal of the other party's Confidential Information and shall not disclose such Confidential Information to any third party except as may be necessary and required in connection with the rights and obligations of such party under these Terms, and subject to confidentiality obligations at least as protective as those set forth herein. Without limiting the foregoing, each of the parties shall use at least the same procedures and degree of care which it uses to prevent the disclosure of its own confidential information of like importance to prevent the disclosure of Confidential Information disclosed to it by the other party under these Terms and Conditions, but in no event less than reasonable care. The receiving party will not commingle or mix the other party's Confidential Information with other information.

Authorized Disclosure. In addition, each party shall be entitled to disclose the other party's Confidential Information to the extent such disclosure is necessary to comply with reporting requirements for public companies and as requested by the order or requirement of a court, administrative agency, or other governmental body; provided, that the party required to make the disclosure shall: (i) provide prompt, advance notice thereof to enable the other party to seek a protective order or otherwise prevent such disclosure; and (ii) seek treatment of the Confidential Information to the highest level of protection afforded under relevant laws and policies.

Remedies. If either party breaches any of its obligations with respect to confidentiality, or if such a breach is likely to occur, the other party shall be entitled to all relief, remedies and recourses available at law or in equity. In addition to all other remedies available at law and at equity, the other party shall be entitled to seek specific performance or a restraining order, decree or injunction.

Warranty. With respect to new equipment, for a period of one (1) year from the date of shipment of each unit of Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of Network Equipment shall be free and clear of all liens, financial encumbrances and security interests, (iii) all materials, parts, components and other items initially incorporated in the Network Equipment will be new; and (iv) each unit of Network Equipment shall be compliant with, and perform in accordance with its Specifications. The warranty for replaced or repaired Network Equipment originally warranted under this paragraph shall be thirty (30) days from date of return to Customer or the balance of the original warranty period, whichever is greater. With respect to refurbished equipment, for a period of 30 days from the date of shipment of refurbished Network Equipment to Customer from Shipping Point, Tantalus warrants that: (i) each unit of refurbished Network Equipment will be free from defects in material, workmanship and manufacture under normal use and service, (ii) title to each unit of refurbished Network Equipment shall be free and clear of all liens, financial encumbrances and security interests; and (iii) each unit of refurbished Network Equipment shall be compliant with, and perform in accordance with its Specifications. The aforementioned warranties apply only when all three of the following conditions prevail: (i) the unit of Network Equipment is owned by the original Customer and not by an assignee; (ii) the Customer is not the subject of bankruptcy or comparable proceedings; and (iii) while Tantalus has not invoked a subsisting remedy in respect of Force Majeure. The aforementioned warranties will not apply to Licensed Software which is sold "as is" with no warranty, in accordance with the applicable End User License, will not cover any third party products provided by Tantalus or third party products or services provided to Customer by Third Party Suppliers. Any warranty for such products will be between Customer and the third party manufacturer or supplier. To the fullest extent allowed, Tantalus will assign all third party warranties to Customer.

Warranty Returns. For any breach of warranty, Tantalus' sole obligation shall be to, at its sole option and expense, repair or replace defective Network Equipment or refund the purchase price thereof, within 60 days of receipt of such defective Network Equipment at its designated depot, provided that the Customer has

returned the defective Network Equipment to Tantalus no later than four weeks after the expiry of the applicable warranty period set forth herein. Customer will be responsible for removing defective Network Equipment from the installation point and returning the defective Network Equipment, transportation charges prepaid by Customer, to Tantalus at its designated depot, together with Tantalus' return material authorization number ("RMA") and completed problem sheet. Tantalus will be responsible for paying all shipping and other costs incidental to the return of repaired or replacement Network Equipment to Customer. Customer will be responsible for re-installing such repaired or replacement Network Equipment. To the extent Tantalus determines that the Network Equipment returned under warranty is not defective (that is, no fault found), Customer will pay for the return of the Network Equipment and will pay Tantalus the fee of US\$150 per no fault found Network Equipment. Tantalus will make available out-of-warranty repairs in accordance with its programs in effect at the relevant time. Services for out-of-warranty repairs will be provided at Tantalus' then current time and materials fees and rates.

No Warranty. The warranties described herein will not cover Network Equipment: (i) units whose original bar code, copyright notices and proprietary legends, if any, have been spoiled or altered, (ii) units that were not installed or de-installed as per Tantalus' specifications or serviced by Tantalus or a person authorized by Tantalus to do so, (iii) units that were the subject of repair, modification or alteration without Tantalus's approval, (iv) units damaged or defective because of reasonable wear and tear, (v) units that were not operated in accordance with the Specifications; (vi) units damaged or defective because of problems with electrical power, (vii) units damaged or defective because of acts of God, (viii) units that in Tantalus's reasonable opinion have been misused, altered, abused or subject to abnormal conditions of operation or handling, and (ix) units damaged or defective due to an Excusing Event.

DISCLAIMER. TANTALUS DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF OTHER'S INTELLECTUAL PROPERTY RIGHTS AND DURABILITY.

Relief for patent and copyright matters. Tantalus, at its expense, shall defend any court suit brought against Customer by a third party alleging that units of Network Equipment purchased by Customer infringe US or Canadian patent or copyright. Tantalus's obligation to defend is effective only if Customer is not in breach of any of these Terms and of any other agreement between the parties, and if Tantalus is notified promptly and given complete information, assistance and authority by Customer to conduct the defense. If any unit of Network Equipment: (a) is adjudicated by a court of competent jurisdiction after appeals therefrom are exhausted, as infringing any US or Canadian patent or copyright or (b) has its use enjoined by such court, Tantalus will, at its election: (i) procure for the Customer the right to continue using said unit; (ii) replace it with non-infringing and functional equivalent; (iii) modify it to become non-infringing; or (iv) if none of the aforementioned options are reasonably available, refund to Customer all amounts paid for the infringing Network Equipment, depreciated on a straight line basis over a ten (10) year period. Tantalus's obligation to defend includes the sole right to settle. Tantalus's obligation to defend does not apply to the following: (A) Network Equipment based on a design, specifications or instructions supplied or requested by Customer; (B) use of Network Equipment in combination with any other hardware or software not provided by Tantalus, if infringement would not have occurred but for such combination; (C) use of any release of Licensed Software or any firmware other than the most current release made available to Customer; (D) use of Network Equipment other than as permitted under these Terms, or as intended by Tantalus, if the infringement would not have occurred but for such use; or (E) modifications made to Network Equipment not made by Tantalus or approved by Tantalus. The foregoing states Tantalus's entire liability with respect to intellectual property infringement by any unit of Network Equipment.

General Indemnity. Tantalus shall defend, indemnify and hold Customer harmless from all loss, expense or damages (including without limitation, reasonable attorney's fees) which may be incurred by Customer as a result of any claims or actions resulting from: (a) damage to tangible personal property owned by Customer and caused by the gross negligence of Tantalus; and (b) death of or bodily injury to a Customer employee or third party to the extent caused by Tantalus' gross negligence. Customer will provide Tantalus with prompt, written notice of any claim covered by this indemnification. Unless Tantalus fails to defend Customer, Customer shall not undertake the defense of any such claim.

Tantalus, at its sole expense, shall defend all such claims and actions against Customer, whether brought informally or through court or administrative procedures.

Customer Indemnity. The relationship of Tantalus and Customer established by these Terms are that of independent contractors and neither party is an employee, agent or joint venture of the other. All financial obligations associated with Customer's business are the sole responsibility of Customer. Except for warranty claims under these Terms, Customer shall indemnify, defend and hold harmless Tantalus from and against any and all claims, liabilities, damages, debts, settlements, costs, attorneys' fees, expenses and liabilities of any type whatsoever that may arise on account of Customer's activities, or those of its employees or agents, including, without limitation, (i) all sales and use taxes and similar charges arising in connection with the purchase of Network Equipment and Services hereunder and all other federal, state and municipal taxes, interest, fines and penalties arising in connection with Customer's business activities and (ii) those relating to Customer's use of the Network Equipment or Customer's breach of any term, representation or warranty of these Terms.

Limitations. NOTWITHSTANDING ANY OTHER PROVISION TO THE CONTRARY, OTHER THAN FOR GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY (i) SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR LOSSES INCLUDING, WITHOUT LIMITATION, LOSS OR CORRUPTION OF DATA, LOSS OF REVENUE, SAVINGS OR PROFITS, CLAIMS BY USERS AND THIRD PARTIES, LOSS OF GOODWILL, BUSINESS INTERRUPTION OR OTHER PECUNIARY LOSS WHETHER ARISING FROM BREACH OF WARRANTY OR CONDITION, BASED ON CONTRACT, TORT, RELIANCE, FUNDAMENTAL BREACH, STATUTE, OR ANY OTHER THEORY, AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; OR (ii) COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY OR SERVICES, NOTWITHSTANDING ANYTHING ELSE IN THESE TERMS AND WITHOUT LIMITING THE FOREGOING, TANTALUS WILL NOT BE LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS UNDER ANY CONTRACT, NEGLIGENCE, CIVIL LIABILITY, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A) ANY AMOUNTS IN EXCESS OF THE AGGREGATE AMOUNTS PAID TO TANTALUS FOR NETWORK EQUIPMENT AND SERVICES GIVING RISE TO SUCH LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE CLAIM; (B) ANY FAILURE OR DELAY DUE TO FORCE MAJEURE; OR (C) ANY ALLOCATION OF NETWORK EQUIPMENT AND SERVICES AMONG ITS CUSTOMERS IN THE EVENT OF A SHORTAGE. LIMITATIONS OF LIABILITY WILL NOT BE ASSERTED TO THE EXTENT PROHIBITED BY RELEVANT LAWS AND POLICIES. TANTALUS' PRICING REFLECTS THIS ALLOCATION OF RISKS AND THE LIMITATION OF LIABILITY.

Ownership of Intellectual Property. Except for licenses otherwise expressly granted under these Terms, the sale of Network Equipment hereunder does not convey to Customer any Proprietary Rights in the Network Equipment and Customer acknowledges Tantalus's exclusive rights thereto. Neither the sale of Network Equipment nor any provision of these Terms will be construed to grant to Customer, either expressly, by implication or by way of estoppel, any license under any other Proprietary Rights of Tantalus covering or relating to any other product or invention of Tantalus, or any combination of the Network Equipment with any other product of Tantalus.

Term. Unless terminated earlier as provided herein, these Terms shall have an initial term of one (1) year commencing on the execution date of these Terms (Initial Term) and shall automatically renew for successive one (1) year periods thereafter, until terminated in accordance with these Terms.

Termination. Either party may terminate these Terms effective upon the delivery of written notice of such termination to the other party, if the other party: becomes insolvent, is generally not paying its debts as such debts become due, makes an assignment for the benefit of creditors, is the subject of any voluntary or involuntary case commenced under the federal bankruptcy laws, as now constituted or hereafter amended (which, in the case of involuntary bankruptcy, is not dismissed within 30 days), or of any other proceeding under other applicable laws of any jurisdiction regarding bankruptcy, insolvency, reorganization, adjustment of debt or other forms of relief for debtors, has a receiver, trustee, liquidator, assignee, custodian or similar official appointed for it or for any substantial part of its property, or is the subject of any dissolution or liquidation proceeding; breaches its obligations related to confidentiality; or is in default in any material respect in the performance of any its obligations under of these

Terms, provided that the party not at fault has given the other party forty five (45) days prior written notice of such default and such other party has not remedied the default; provided however if the defaulting party is Customer and such default is attributable to or includes Customer's failure to pay any amount when due, then the aforementioned 45 day cure period will be reduced to five (5) days. Either party may terminate these Terms, at any time and for any reason, on ninety (90) days' prior written notice to the other party, provided however that if terminated by Customer, Tantalus shall take commercially reasonable efforts to cancel any deliveries to Customer which are scheduled to be made after the termination date. Customer shall be responsible for actual costs reasonably incurred in performing before termination, including the cost of Network Equipment released or received by Customer, or that has been shipped within 45 days, prior to the date of the notice. Prior to the effective termination of these Terms, all of the terms and conditions of, and the respective rights and obligations of the parties to, these Terms will remain completely valid and enforceable; provided however that, in the event Tantalus terminates these Terms for cause, then any deliveries of Network Equipment and Services to Customer which are scheduled to be made subsequent to the effective date of termination shall be cancelled. Termination is not the sole remedy available under these Terms and, whether or not termination is effected; all other legal remedies will remain available. Notwithstanding anything to the contrary in these Terms, no expiration or termination of these Terms by either party shall affect any rights or obligations of either party: (i) which are vested pursuant to these as of the effective date of such expiration or termination, (ii) any other provisions intended by the parties to survive such expiration or termination including, but not limited to, Purchase Orders accepted pursuant to these Terms.

Dispute Resolution. Except for disputes related to nonpayment or as otherwise provided herein, neither party shall resort to formal litigation proceedings until the parties have attempted to resolve the Dispute through non-binding mediation. The party raising a Dispute shall submit to the other party a written notice and supporting material describing all issues and circumstances related to the Dispute (a "Dispute Notice"). A designated senior management representative of each party shall attempt to resolve the Dispute. If the parties' representatives fail to resolve the Dispute within thirty (30) days from receipt of a Dispute Notice, the Dispute shall be referred to a mediator in the jurisdiction set forth under the Governing Law section of these Terms, as mutually agreed between the parties. If the use of non-binding mediation is not successful, either party may commence formal litigation proceedings to resolve the Dispute. This Section shall not be construed to prevent a party from instituting litigation proceedings earlier than as indicated in this section to: (a) avoid the expiration of any applicable limitations period, (b) preserve a superior creditor position or (c) seek injunctive relief to prevent irreparable harm, including without limitation, harm caused by a breach of confidentiality obligations.

Notices. Any notification, notice, approval, confirmation or consent required or permitted to be given under these Terms must be in writing and signed by an authorized Representative of a party (whether a party hereto or a third party, as the case may be), and be either: (i) personally delivered, (ii) sent by prepaid, certified first class mail, return receipt requested, or (iii) sent by facsimile to (919) 900-8978 (provided confirmation of delivery is obtained at the time of transmission). Communications to Tantalus must be addressed to: Peter A. Londa, President & CEO, Tantalus Systems, Inc. 1130 Situs Court, Suite 230, Raleigh, NC 27608. Unless expressly set out to the contrary herein, consent or approval that is explicitly required herein of a party hereto will not be unreasonably delayed, withheld or withdrawn by it. Either party may change the address for service by giving 15 days advance written notice to the other party. All notices will be effective upon receipt and will be deemed received: (i) upon delivery, if personally delivered, (ii) upon signature by the receiving party, if sent by certified mail, or (iii) upon the date stated in the facsimile delivery confirmation, if sent by facsimile.

Severability. If any provision or term of these Terms is determined to be invalid or unenforceable, the invalidity or unenforceability of that provision or term will not affect the validity or enforceability of the remaining provisions and terms or the validity or enforceability of that provision or term in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify these Terms so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Amendment and Waiver. No amendment or waiver of any provision of these Terms shall be effective unless it is in writing and signed by the party against which it is sought to be enforced. No waiver by any party or any breach or series of breaches in performance by the other party, and no failure, refusal or neglect to exercise any right, power or option given to either party to insist upon strict compliance with or performance of the obligations hereunder, will constitute a waiver of the provisions hereof with respect to any subsequent breach thereof or a waiver by such party of its right at any time thereafter to require strict compliance with the provisions hereof.

Governing Law. These Terms shall be governed by, and construed under, the laws of the State of Delaware without regard to conflicts of law provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods. Tantalus and Customer waive a trial by jury in any such suit, action or proceeding.

Force Majeure. No default, delay or failure to perform on the part of either Party shall be considered a breach of these Terms where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, acts of God or the public enemy or default of a common carrier or other disasters or events. Lack of funds or credit will not constitute a Force Majeure.

Successors and Assigns. These Terms bind, and inures to the benefit of, the parties and their respective successors. These Terms shall not be assigned by either party without the prior written consent of the other party, except that Customer agrees that Tantalus may assign, without notice to Customer, any account receivable arising under these Terms in connection with a factoring arrangement.

Definitions and Interpretation. "Affiliate" means, with respect to any Party, any legal entity that such Party owns, is owned by, or is under common control with such Party. For purposes of the foregoing definition of "Affiliate," the terms "control" and "own" mean possessing a 50% or greater interest in an entity or the right to direct the management of the entity. "Business Day" means any day that is not a Saturday, Sunday or a state or federal holiday. "Confidential Information" of a party is information (in tangible or intangible form) that it owns or has license for, and discloses to the other party, that: (i) derives economic value, actual or potential, from not being generally known to, and is not readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its confidentiality; and includes technical information (such as formulas, data, programs, methods, techniques and processes), business information (such as information about finances, customers and potential customers, marketing plans and business strategies), and the terms of these Terms; but Confidential Information does not include information that the receiving party establishes: (i) it developed independently; or (ii) was generally available to the public through no fault of its own; or (iii) was possessed by it before its receipt thereof from disclosing party; or (iv) was acquired from a third party without the breach of any confidentiality obligation; or (v) five (5) years after its disclosure, does not constitute a trade secret under relevant laws and policies. Confidential Information shall also include all notes, copies and summaries, in any media, and recollections of a receiving party of Confidential Information. "Destination" means Customer's designated destination point for the delivery of Network Equipment. "Dispute" means any dispute, controversy, difference or claim, arising under or in connection with these Terms, including its formation, validity, binding effect, interpretation, performance, breach or termination, as well as non-contractual claims. "Excusing Event" means any (i) Force Majeure or other event outside of Tantalus' reasonable control; (ii) failure, act or omission of Customer or its agents, employees, suppliers, subcontractors or consultants, including without limitation improper performance of Customer's responsibilities under the Agreement, or unreasonable delay or failure of Customer to approve changes that are relevant to an applicable failure; (iv) failure, act or omission of any third party (including any Third Party Supplier) or its agents, employees, suppliers, subcontractors or consultants; or (v) failure of any components (hardware, software, network, maintenance) provided and/or maintained by Customer. "Licensed Software" means all Tantalus software and firmware

residing on, or provided in connection with, each unit of Network Equipment purchased under these Terms, together with all software documentation related thereto and any and all updates thereto. The terms and conditions of EULA will apply to the Licensed Software provided to Customer. "Network Equipment" means the equipment manufactured by or for Tantalus for use as part of TUNet and its associated Licensed Software that are or will be under these Terms physically deployed in the Customer's service territory. For clarity, Network Equipment does not include the system backhaul, network operations center, meters or any Third-Party Products, Third-Party Services, or Third-Party Software. "Purchase Orders" means purchase orders issued, from time to time, by Customer to Tantalus pursuant to which Customer will purchase Network Equipment and Services in accordance with these Terms and Conditions of Sale. Each Purchase Order will be deemed to include these Terms, even if not specifically stated on the Purchase Order. "Services" means deployment engineering support services as described on the price list that Tantalus provides from time to time. For clarity, Services do not include Technical Support; "Shipping Point" means the designated depot or depots in North America selected by Tantalus as its shipping point for Network Equipment. "Specifications" means the design, performance and regulatory requirements for each Network Equipment, as such may be amended from time to time by Tantalus. "Third-Party Product" means a product or application that is produced by a company other than Tantalus. Third-Party Products may have the benefit of a manufacturer's warranty provided by the product manufacturer. "Third-Party Services" means those services that are offered or provided by a company other than Tantalus. "Third-Party Software" means software that is licensed by a company other than Tantalus. Use of Third-Party Software is subject to end-user's acceptance of the third-party End User's License Agreement (EULA). Third-party software may have the benefit of warranties provided by the third-party software licensor. "TUNet" means the TUNet smart grid network provided by Tantalus pursuant to these Terms and does not include Third-Party Products, Third-Party Services or Third-Party Software. **Interpretation Not Affected by Headings, etc.** The division of these Terms into sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. **Date For Any Action.** In the event that any date on which any action is required to be taken hereunder by any of the parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day. **Authorship.** Authorship of these Terms will have no bearing on the construction of any terms hereof or ambiguities thereof.

Quotation as Purchase Order. Signature below shall constitute submission by the Customer and acceptance by Tantalus of the foregoing quotation as an authorized Purchase Order for the equipment and services listed thereon, subject to the foregoing Terms and Purchase of Sale. The Purchase Order may not be modified, added to or rescinded except through mutual agreement and acceptance in writing by both Parties.

AGREED AND ACCEPTED:

City of Quincy

BY: _____

Name: _____

Title: _____

Date: _____

**CITY COMMISSION
TUESDAY September 22, 2020
6:00 P.M. (Eastern)**

**VIRTUAL REGULAR MEETING
QUINCY, FLORIDA 32351**

CITY COMMISSION VIRTUAL REGULAR MEETING MINUTES

The City of Quincy City Commission met in a regular virtual session via Zoom Communication and Video Conferencing, Tuesday, September 22, 2020, with **Mayor Ronte Harris** presiding and the following Commissioners present:

Mayor Pro-Tem Angela G. Sapp
Commissioner Anessa A. Canidate
Commissioner Keith A. Dowdell
Commissioner Freida Bass-Prieto

City Staff and Guest:

Jack L. McLean Jr., City Manager
Gary Roberts, City Attorney
Janice Shackelford, City Clerk
Glenn Sapp, Police Chief and Sergeant-at-Arms
Bernard Piawah, Building and Planning Director
DeCody Fagg, Parks and Recreations Director
Reggie Bell, Public Works Director
Curtis Bridges, Fire Chief
Dr. Beverly Nash, Grants
Vancheria Perkins, Executive Assistant to the City Manager
Robin Ryals, Utilities Director
Marcia Carty, Finance Director
Rob Nixon, CRA Manager
Jim Southerland Sr., WQTN-13 Administrator
Joshua Williams, IT Contractor

The regular virtual meeting was recorded, televised, and transmitted by way of the City of Quincy's Facebook page, TV Channel (WQTN-13), and Zoom Communication and Video Conferencing. (Please note: digital formatted documents/media are public records.)

1. Called to Order:

Mayor Harris called the regular virtual meeting to order at 6:08 pm. Rev. Robin Ryals provided the invocation. Mayor Harris led out in reciting the Pledge of Allegiance. Roll call requested by Mayor Harris.

2. Approval of Agenda

Mayor Harris offered a motion to approve the amended agenda as printed.

Commissioner Dowdell accepted and made a motion to approve the amended agenda as printed.

Mayor Pro Tem Sapp seconded the motion.

Commissioner	Vote
Commissioner Canidate	Yes
Commissioner Bass Prieto	Yes
Commissioner Dowdell	Yes
Mayor Pro Tem Sapp	Yes
Mayor Harris	Yes

The Motion carried 5 to 0.

Proclamations

3. Proclamation – Honoring Mr. Freddie Figgers (amended)
 - Commissioner Keith Dowdell, District 1

Summary of Discussion by the Guest and Commission

Mayor Harris stated that Commissioner Dowdell would present a proclamation to Mr. Freddie Figgers.

Commissioner Dowdell stated how proud he is of Mr. Freddie Figgers accomplishments.

Commissioner Dowdell stated that Mr. Figgers, when younger, would take apart different kinds of electronics and put them back together.

Commissioner Dowdell stated that Mr. Figgers had taken a light bulb and made it shine without electricity.

Commissioner Dowdell stated that Mr. Figgers, while in high school, played a substantial part in Net Quincy's Telecommunication infrastructure.

Commissioner Dowdell stated that Mr. Figgers has contributed to a variety of organizations and the City of Quincy.

Commissioner Dowdell ended his comments.

Mayor Harris directed the clerk to read the proclamation.

Mayor Harris stated that the proclamation honors Quincy's hometown guy.

Mayor Harris stated that he had an opportunity to teach Mr. Figgers in middle school.

Mayor Harris asked if Mr. Figgers had any remarks.

Mr. Figgers stated that it is an honor to receive this proclamation.

Mr. Figgers stated that he represents Quincy wherever and anywhere he goes.

Mr. Figgers stated that he looks forward to supporting the City of Quincy.

With no other comments made, Mayor Harris thanked Mr. Figgers for all that he does.

Citizens to be Heard

4. MarLinda Monroe Johnson

Summary of Discussion by the Guest, Staff, and Commission

Ms. Johnson stated that her home address is 2033 Flagler Street, Quincy, FL 32351.

Ms. Johnson stated that her issue, along with her neighbors, is with street flooding and drainage.

Ms. Johnson stated that a torrential downpour makes it impossible to get in and out of the house and into the car and vice versa.

Ms. Johnson stated that the recent flooding on her street resulted in water coming into her home.

Ms. Johnson stated that she is devastated.

Ms. Johnson stated that every time there's flooding on her block, she and her husband are out of enormous amounts of money because of repairs.

Ms. Johnson stated that the damages caused by flooding place a financial hardship on her family.

Ms. Johnson stated that she is here to resolve this regrettable event and feels that the City is responsible.

Ms. Johnson stated that the City needs to act today in getting this matter resolved.

Mayor Harris thanked Ms. Johnson for sharing with the Commission.

Mayor Harris agrees that the flooding issue must be resolve.

Mayor Harris stated to Ms. Johnson that he understands the frustration.

Mayor Harris recognizes Commissioner Dowdell.

Commissioner Dowdell expressed his concern and support to Ms. Johnson.

Commissioner Dowdell stated that the flooding issues on Flagler Street had been a problem for years.

Commissioner Dowdell stated that there needs to be a solution to the flooding issue on Flagler Street.

Mayor Harris recognizes Commissioner Bass Prieto.

Commissioner Bass Prieto stated that the City paid for a comprehensive study to address the flooding issue around 2007-2008.

Commissioner Bass Prieto requests that the City Manager review the study and its findings and recommendation in the plan and report to the Commission, if possible, and utilize the opinion given.

Mayor Harris recognizes City Manager Jack L. McLean Jr.

City Manager Jack L. McLean Jr. confirmed Commissioner Bass Prieto's comment that the City had a study to address the flooding issue.

City Manager Jack L. McLean Jr. stated that he believed the comprehensive study is still valid; however, the numbers would need updating.

City Manager Jack L. McLean Jr. stated that he would place a call to the engineering firm who conducted the study to start the process of updating the numbers.

City Manager Jack L. McLean Jr. stated that the Commission spent \$75,000 to enlarge the inlets at the corner of Virginia and Flagler Street, and the inlet across the street.

City Manager Jack L. McLean Jr. stated that the recent amount of rain in a 90-120 minute period was more than any system could do.

City Manager Jack L. McLean Jr. stated that the fundamental under-sizing of pipes in that area needs addressing by the Commission.

City Manager Jack L. McLean Jr. stated that homes on Flagler Street get yard flooding and that Ms. Johnson is the only one where flooding occurred on the inside of her home.

City Manager Jack L. McLean Jr. stated that flooding is a problem in the entire City.

City Manager Jack L. McLean Jr. stated that he would present the study and conduct workshops to address the flooding.

Mayor Harris recognizes Mayor Pro Tem Sapp.

Mayor Pro Tem Sapp stated that in the spring of 2009, flooding occurred throughout the City, with 13-14 areas identified that had significant flooding.

Mayor Pro Tem Sapp stated that its time to make shifts and rearrangements now during the budget to look and adjust the numbers to resolve the flooding problem.

Mayor Pro Tem Sapp stated that no family or citizen should put up with what Ms. Monroe's family is tolerating with the flooding issue on Flagler Street.

Mayor Harris recognizes Commissioner Canidate.

Commissioner Canidate stated that the water came up to her rain boots.

Commissioner Canidate stated that this is unacceptable.

Commissioner Canidate stated that she would continue collaborating with her fellow Commissioners in resolving the flooding issue.

Mayor Harris stated to Ms. Johnson that the Commission would take a hard look at the study and support whatever budget requirements needed to solve the flooding issue after reviewing the recommendation from the study.

Mayor Harris stated to Ms. Johnson that the devastation was visible on the faces of family members.

Mayor Harris thanked Ms. Johnson for being at the meeting.

Mayor Harris offered a motion to approve items for consent if there is no discussion.

Commissioner Bass Prieto stated that she would like to pull items #3 Approval of Minutes of September 8, 2020, Regular Meeting, #8 Finance Monthly Report, and #10 Authorization to Repair Hardware Infrastructure for Fiber Backbone Grid for discussion.

Mayor Harris asked Commissioner Dowdell to amend his motion to accept the items for consent.

Commissioner Dowdell amended his motion to pull the consent items requested by Commissioner Bass Prieto.

Mayor Pro Tem Sapp seconded the motion.

Mayor Harris stated that it had been properly moved and seconded to pull items #3, #8, and #10 for discussion.

Mayor Harris offered a motion to approve the remaining consent agenda items.

Commissioner Bass Prieto accepted and made a motion to approve the remaining consent agenda items.

Mayor Harris seconded the motion.

Commissioner	Vote
Commissioner Canidate	Yes
Commissioner Bass Prieto	Yes
Commissioner Dowdell	Yes
Mayor Pro Tem Sapp	Yes
Mayor Harris	Yes

The Motion carried 5 to 0.

5. Pulled Consent Agenda Items

- Item #3 Approval of Minutes of the September 8, 2020, Regular Meeting
Janice Shackelford, City Clerk
- Item #8 Finance Monthly Reports: P-Card Statements | Arrearage Report | Cash Requirements | Financial Report | Budget Transfers
Jack L. McLean Jr., City Manager

Marcia Carty, Finance Director

- Item #10 Authorization to Repair hardware Infrastructure for a Fiber Backbone Grid
Jack L. McLean Jr., City Manager

Summary of Discussions by Staff and Commission

Mayor Harris stated that the first item up for discussion is #3 Approval of Minutes of September 8, 2020, Regular Meeting.

Commissioner Bass Prieto stated that showing how each Commissioner votes makes the minutes look clearer and provides consistency throughout.

Commissioner Bass Prieto stated that showing how each Commissioner voted had been included in the minutes previously done by Dr. Nash.

Commissioner Bass Prieto stated that this is the only comment regarding the minutes.

Commissioner Bass Prieto requested clarification on a P-Card allocation under the Police Department line item from Quill for clean police vehicles.

Commissioner Bass Prieto requested clarification on P-Card allocation under the Police Department line item from Amazon to replace police vehicles.

Commissioner Bass Prieto requested clarification on P-Card allocation under the Police Department line item from Roses Express tow for investigations and Gadsden Mini Storage floor mats and air fresheners.

Commissioner Bass Prieto stated that something is confused and needs correcting.

Commissioner Bass Prieto noticed an increase in Hurricane Michael FEMA funds and asked where the allocation of the monies are.

Finance Director Marcia Carty stated that she is routinely placing excess funds in reserves.

Finance Director Marcia Carty provided an overview related to the \$ 64,000 purchase of a water pump.

City Manager Jack L. McLean Jr. stated that the purchase of the water pump may or may not be encumbered depending on the process status, and that staff would provide an update.

City Manager Jack L. McLean Jr. stated to Commissioner Bass Prieto's question that the \$115,000 grant is in a review process.

Mayor Harris stated that before we further there is an item that needs addressing.

Mayor Harris stated that Commissioner Bass Prieto pulled item #3; approval of September 8, 2020, minutes was only a suggestion and not for a discussion.

Mayor Harris offered a motion to approve item #3, approval of the minutes from the September 8, 2020, regular meeting.

Commissioner Bass Prieto accepted and made a motion to approve item #3 minutes from the September 8, 2020, regular meeting.

Mayor Harris seconded the motion.

Commissioner	Vote
Commissioner Canidate	Yes
Commissioner Bass Prieto	Yes
Commissioner Dowdell	Not present
Mayor Pro Tem Sapp	Yes
Mayor Harris	Yes

The Motion carried 4 to 0.

Mayor Harris recognized Commissioner Bass Prieto on the pulled agenda item #10 Authorization to Repair Hardware Infrastructure for Fiber Backbone Grid.

Commissioner Bass Prieto asked if there were any issues with not requesting a bid for over \$104,000.

City Manager Jack L. McLean Jr., stated that this is a sole source purchase in which FEMA allows.

IT Contractor Josh Williams stated that this is to repair the existing hardware to the fiber backbone and not replace it.

IT Contractor Josh Williams stated that Nokia is the original company that put the initial hardware in place.

IT Contractor Josh Williams stated that having Nokia preferred and repairing a Nokia product makes it necessary to go back to Nokia to complete the repairs.

Commissioner Bass Prieto asked which line item would pay for the fiber repairs.

Finance Director Marcia Carty stated that the funds to repair the fiber backbone would come from four different line items.

Finance Director Marcia Carty stated that she would email Commissioner Bass Prieto the line items.

Mayor Harris asked what the will and the pleasure of the Commission on replacing the hardware and infrastructure for the backbone fiber grid.

Commissioner Bass Prieto accepted and offered a motion to accept LightSpeed bid.

Commissioner Canidate seconded the motion.

Commissioner	Vote
Commissioner Canidate	Yes
Commissioner Bass Prieto	Yes

Commissioner Dowdell	Not present
Mayor Pro Tem Sapp	Yes
Mayor Harris	Yes

Mayor Harris stated that he did not see Commissioner Dowdell vote.

The Motion carried 4 to 0.

Mayor Harris directed the city clerk to confirm if Commissioner Dowdell's presence during the vote on the September 8, 2020, regular meeting minutes, and fiber backbone repairs.

The City Clerk called Commissioner Dowdell to inquire about his vote on the approval of the September 8, 2020, regular meeting minutes and the fiber backbone repairs.

Commissioner Dowdell confirmed that he was absent during the vote of the September 8, 2020, minutes, and the fiber backbone repairs vote and did not vote.

City Manager Jack L. McLean Jr. stated that approval of the Finance Report under the items of consent is needed.

Mayor Harris asked what the will and pleasure of the Commission is.

Mayor Pro Tem Sapp accepted and made a motion to accept the Finance Report as given.

Mayor Harris seconded the motion.

Commissioner	Vote
Commissioner Canidate	Yes
Commissioner Bass Prieto	Yes
Commissioner Dowdell	Not present
Mayor Pro Tem Sapp	Yes
Mayor Harris	Yes

The Motion carried 4 to 0.

Reports, Requests, and Communications by the City Manager

6. Coca Cola Mural Project – Public/Private Partnership
 - Jack L. McLean., City Manager
 - Beverly Nash, Grant Writer

FY 9/30/20



Strategic Innovative Ventures, Inc.

INVOICE

59 Hester Lane
Gretna, Florida 32332
504.261.0383

INVOICE #: 20200420-01
Invoice Date: 4/20/2020

Requested By: Jack McClean
Customer ID: COQ-2020
Department: City of Quincy

JOB	BILL TO	SHIP TO (if different)
Consulting services with technological assistance with city on-line meetings	City Of Quincy Attn: Jack Mclean - City Manager 404 West Jefferson Street Quincy, Florida 32351	SAME

QTY	DESCRIPTION	TAXED	UNIT PRICE	LINE TOTAL
1	Consulting services for City of Quincy on-line meeting support			\$ 600.00
				.
				.
				.
				.
				.
				.

SUBTOTAL	\$ 600.00
DEPOSIT	
TAX RATE	
TAX	\$ -
S & H	\$ -
OTHER	\$ -
Balance Due	\$ 600.00

Other Comments or Special Instructions

- Balance due upon completion of work
- Please refer to the invoice # in all your correspondence
- Please send correspondence regarding this invoice to:
Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Make check payable to
Strategic Innovative Ventures

Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Customer ID	Invoice Number	Invoice Date
. Johnson	20200420-01	4/20/2020
Total Due		
\$	600.00	
If paying by credit card, please complete this section		
Select one:	___ Visa ___ Mastercard ___ AMEX	
Card Holder Name (Please Print)		
Card Number	Exp Date	

Enter Amount Enclosed: _____

CK#9944959

Please send your payment to this address:

City Of Quincy

Vendor #

147075

Strategic Innovative Ventures, Inc.

Invoice #

20200420-01

59 Hester Lane

404 West Jefferson Street

GL # 508-539-539-10128

Gretna, Florida 32332

Quincy, Florida 32351

Dept. Approval

David [Signature]

Finance Approval

[Signature]

City Mgr. Approval

[Signature]

4/28/2020



Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332
504.261.0383

4

INVOICE

INVOICE # : 20200619-01
Invoice Date : 6/19/2020

#147075

Requested By: Jack Mclean
Customer ID: COQ-2020
Department: City of Quincy

JOB	BILL TO	SHIP TO (if different)
Consulting services with technological assistance (Assessment of City Grid Infrastructure June 1- June 19, 2020	City Of Quincy Attn: Jack Mclean - City Manager 404 West Jefferson Street Quincy, Florida 32351	SAME 508-539-539-30341 MFL 9/11/20

QTY	DESCRIPTION	TAXED	UNIT PRICE	LINE TOTAL
57	Consulting services for City of Quincy (Utility Grid Assessment ber connecton for Backbone connection of City of Quincy Meter reading. June 1- June19 Assessment of Cuty of Quincy Utility Ju 1- 4 hrs Jun2 - 4 hrs Jun. 3 - 3 hrs Jun 4 - 3 hrs Jun 8 - 5 hrs Jun 9 - 2 hrs Jun 10 - 5 hrs Jun 12 - 5 hrs Jun 15 - 4 hrs Jun 16 - 4 hrs Jun 16 - 5 hrs Jun 17 - 5 hrs Jun 18 - 4 hrs Jun 19 - 4 hrs		\$45.00	\$ 2,565.00
Approval by: <i>[Signature]</i>				

Other Comments or Special Instructions

- Balance due upon completion of work
- Please refer to the invoice # in all your correspondence
- Please send correspondence regarding this invoice to:
Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

SUBTOTAL	\$ 2,565.00
DEPOSIT	
TAX RATE	
TAX	\$ -
S & H	\$ -
OTHER	\$ -
Balance Due	\$ 2,565.00

Make check payable to
Strategic Innovative Ventures

Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Customer ID	Invoice Number	Invoice Date
Johnson	20200619-01	6/19/2020
Total Due		
\$		2,565.00
If paying by credit card, please complete this section		
Select one: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX		
Card Holder Name (Please Print)		
Card Number		Exp Date

Enter Amount Enclosed: _____

CK# 9945310

City Of Quincy

404 West Jefferson Street
Quincy, Florida 32351

Please send your payment to this address:

Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332



Strategic Innovative Ventures, Inc.

INVOICE ³

59 Hester Lane
Gretna, Florida 32332
504.261.0383

INVOICE # : 20200706-01
Invoice Date : 7/6/2020

IND #147075
5DB-539-539-30341

Requested By: Jack Mclean
Customer ID: COQ-2020
Department: City of Quincy

JOB	BILL TO	SHIP TO (if different)
Consulting services with technological assistance (Assessment of City Grid Infrastructure June 20- July 6, 2020	City Of Quincy Attn: Jack Mclean - City Manager 404 West Jefferson Street Quincy, Florida 32351	SAME

QTY	DESCRIPTION	TAXED	UNIT PRICE	LINE TOTAL
49	Consulting services for City of Quincy (Utility Grid Assessment connecton for Backbone connection of City of Quincy Meter readin & RFP creation for COQ for posting for bid June 20- July 6 Jun 21- 3 hrs Jun 22 - 4 hrs Jun 23 - 5 hrs Jun 24- 4 hrs Jun 25 - 4 hrs Jun 26 - 3 hrs Jun 27 - 4 hrs Jun 29 - 5 hrs Jun 30 - 5 hrs Jul 1 - 3 hrs Jul 2 - 3 hrs Jul 3 - 3 hrs Jul 6 - 3 hrs		\$45.00	\$ 2,205.00
Approved by: <i>Jack Mclean</i>				

Other Comments or Special Instructions

- Balance due upon completion of work
- Please refer to the invoice # in all your correspondence
- Please send correspondence regarding this invoice to:
Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

SUBTOTAL	\$ 2,205.00
DEPOSIT	
TAX RATE	
TAX	\$ -
S & H	\$ -
OTHER	\$ -
Balance Due	\$ 2,205.00

Make check payable to
Strategic Innovative Ventures

Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Customer ID	Invoice Number	Invoice Date
COQ 2020	20200706-01	7/6/2020

Total Due	
\$	2,205.00

if paying by credit card, please complete this section

Select one: Visa Mastercard AMEX

Card Holder Name (Please Print)

Card Number Exp Date

Enter Amount Enclosed: _____

PK# 9945340

City Of Quincy

404 West Jefferson Street
Quincy, Florida 32351

Please send your payment to this address:

Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332



Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332
504.261.0383

INVOICE

INVOICE # : 20200723-01
Invoice Date : 7/23/2020

Requested By: Jack Mclean
Customer ID: COQ-2020
Department: City of Quincy

JOB	BILL TO	SHIP TO (if different)
	City Of Quincy Attn: Jack Mclean - City Manager 404 West Jefferson Street Quincy, Florida 32351	SAME

QTY	DESCRIPTION	TAXED	UNIT PRICE	LINE TOTAL
53	Consulting services for City of Quincy (Utility Grid Assessment connecton for Backbone connection of City of Quincy Meter readin & RFP creation for COQ for posting for bid July 7- July 22 Jul 7 - 4 hrs Jul 8 - 4 hrs Jul 9 - 5 hrs Jul 10 - 3 hrs Jul 11 - 6 hrs Jul 13 - 4 hrs Jul 14 - 2 hrs Jul 15 - 5 hrs Jul 16 - 3 hrs Jul 17 - 5 hrs Jul 20 - 3 hrs Jul 21 - 4 hrs Jul 22 - 5 hrs		\$45.00	\$ 2,385.00
	Approved by: _____			

SUBTOTAL	\$ 2,385.00
DEPOSIT	
TAX RATE	
TAX	\$ -
S & H	\$ -
OTHER	\$ -
Balance Due	\$ 2,385.00

Other Comments or Special Instructions

- Balance due upon completion of work
- Please refer to the invoice # in all your correspondence
- Please send correspondence regarding this invoice to:
Strategic Innovative Ventures, Inc.
sss
Gretna, Florida 32332

Make check payable to
Strategic Innovative Ventures

Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Customer ID	Invoice Number	Invoice Date
COQ 2020	20200723-01	7/23/2020
Total Due		
\$		2,385.00
If paying by credit card, please complete this section		
Select one: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX		
Card Holder Name (Please Print)		
Card Number		Exp Date

Enter Amount Enclosed: _____

CK# 9945553

Please send your payment to this address:

City Of Quincy
404 West Jefferson Street
Quincy, Florida 32351

Strategic Innovative Ventures, Inc.

508-539-539-3034 59 Hester Lane
Gretna, Florida 32332

Approved
Finance Dept online approval
Jack L McLean
8/21/2020



Strategic Innovative Ventures, Inc.

INVOICE

59 Hester Lane
Gretna, Florida 32332
504.261.0383

INVOICE # : 20200830-01
Invoice Date : 8/30/2020

Requested By: Jack Mclean
Customer ID: COQ-2020
Department: City of Quincy

JOB	BILL TO	SHIP TO (if different)
	City Of Quincy Attn: Jack Mclean - City Manager 404 West Jefferson Street Quincy, Florida 32351	SAME

QTY	DESCRIPTION	TAXED	UNIT PRICE	LINE TOTAL
50	Consulting services for City of Quincy (Utility Grid Assessment connecton for Backbonr connection of City of Quincy Meter readin & RFP contract for selected vendor August 15- August 30 Aug 15 - 3 hrs Aug 16 - 4 hrs Aug 17 - 5 hrs Aug 18 - 3 hrs Aug 19 - 6 hrs Aug 20 - 2 hrs Aug 21 - 5 hrs Aug 22 - 2 hrs Aug 24 - 5 hrs Aug 25 - 2 hrs Aug 26 - 5 hrs Aug 28 - 5 hrs Aug 29 - 3 hrs		\$45.00	\$ 2,250.00
	Approved by: <i>David Paul</i>	1		

Other Comments or Special Instructions

- Balance due upon completion of work
- Please refer to the invoice # in all your correspondence
- Please send correspondence regarding this invoice to:

Strategic Innovative Ventures, Inc.

555
Gretna, Florida 32332

SUBTOTAL	\$ 2,250.00
DEPOSIT	
TAX RATE	
TAX	\$.
S & H	\$.
OTHER	\$.
Balance Due	\$ 2,250.00

Make check payable to
Strategic Innovative Ventures

Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Customer ID	Invoice Number	Invoice Date
COQ 2020	20200830-01	8/30/2020
Total Due		
\$		2,250.00
<small>If paying by credit card, please complete this section</small>		
Select one: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX		
Card Holder Name (Please Print)		
Card Number		Exp Date

Enter Amount Enclosed: _____

*CK # 9945621
147025*

City Of Quincy

404 West Jefferson Street
Quincy, Florida 32351

GL 508-539-539-30811 Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332

Onine app



Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332
504.261.0383

INVOICE

INVOICE # : 20200913-01
Invoice Date : 9/13/2020

#3

Requested By: Jack Mclean
Customer ID: COQ-2020
Department: City of Quincy

JOB	BILL TO	SHIP TO (if different)
	City Of Quincy ttn: Jack Mclean - City Manager 404 West Jefferson Street Quincy, Florida 32351	SAME

QTY	DESCRIPTION	TAXED	UNIT PRICE	LINE TOTAL
58	Consulting services for City of Quincy (Utility Grid Assessment connecton for Backbone connection of City of Quincy Meter readin & RFP contract for selected vendor August 31- September 12 Aug 31 - 5 hrs Sept 1 - 4 hrs Sept 2 - 5 hrs Sept 3 - 3 hrs Sept 4 - 5 hrs Sept 5 - 3 hrs Sept 6 - 4 hrs Sept 7 - Holiday Sept 8 - 8 hrs Sept 9 - 7 hrs Sept 10 - 7 hrs Sept 11 - 7 hrs Sept 12 - 3 hrs		\$45.00	\$ 2,610.00
Approved by: _____				

SUBTOTAL	\$ 2,610.00
DEPOSIT	
TAX RATE	
TAX	\$ -
S & H	\$ -
OTHER	\$ -
Balance Due	\$ 2,610.00

Other Comments or Special Instructions

***For City of Quincy Use Only ***

Equipment Fiber Grid Upgrade		
402-540-535-60646 (13%)	\$339.30	
403-591-531-60646 (61%)	\$1,592.10	
404-539-533-60646 (13%)	\$339.30	
405-561-532-60646 (13%)	\$339.30	

Make check payable to
Strategic Innovative Ventures

Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Customer ID	Invoice Number	Invoice Date
COQ 2020	20200913-01	9/13/2020
Total Due		
\$		2,610.00
If paying by credit card, please complete this section		
Select one: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX		
Card Holder Name (Please Print)		
Card Number		Exp Date

Enter Amount Enclosed: _____

CK#9945681

City Of Quincy

404 West Jefferson Street
Quincy, Florida 32351

Please send your payment to this address:

Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332



Strategic Innovative Ventures, Inc.

INVOICE

59 Hester Lane
Gretna, Florida 32332
504.261.0383

INVOICE # : **20200927-01**
Invoice Date : **9/27/2020**

Requested By: Jack Mclean
Customer ID: COQ-2020
Department: City of Quincy

JOB	BILL TO	SHIP TO (if different)
	City Of Quincy Attn: Jack Mclean - City Manager 404 West Jefferson Street Quincy, Florida 32351	SAME

QTY	DESCRIPTION	TAXED	UNIT PRICE	LINE TOTAL
57	Consulting services for City of Quincy (Utility Grid Assessment connecton for Backbonr connection of City of Quincy Meter readin & RFP contract for selected vendor September 13 - September 27 Sept 14 - 6 hrs Sept 15 - 6 hrs Sept 16 - 6 hrs Sept 17 - 5 hrs Sept 18 - 5 hrs Sept 19 - 2 hrs Sept 21 - 6 hrs Sept 22 - 5 hrs Sept 23 - 6 hrs Sept 24 - 5 hrs Sept 26 - 3 hrs Sept 27 - 3 hrs		\$45.00	\$ 2,565.00
Approved by: _____				

SUBTOTAL	\$ 2,565.00
DEPOSIT	
TAX RATE	
TAX	\$ -
S & H	\$ -
OTHER	\$ -
Balance Due	\$ 2,565.00

Make check payable to
Strategic Innovative Ventures

Other Comments or Special Instructions
***For City of Quincy Use Only ***

Equipment Fiber Grid Upgrade		
402-540-535-60646 (13%)	\$339.30	
403-591-531-60646 (61%)	\$1,592.10	
404-539-533-60646 (13%)	\$339.30	
405-561-532-60646 (13%)	\$339.30	

Strategic Innovative Ventures, Inc.
59 Hester Lane
Gretna, Florida 32332

Customer ID	Invoice Number	Invoice Date
COQ 2020	20200927-01	9/27/2020
Total Due		
\$		2,565.00
If paying by credit card, please complete this section		
Select one: <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard <input type="checkbox"/> AMEX		
Card Holder Name (Please Print)		
Card Number		Exp Date

Enter Amount Enclosed: _____

CK # 9945767

City Of Quincy

404 West Jefferson Street
Quincy, Florida 32351

Please send your payment to this address:

Strategic Innovative Ventures, Inc.

59 Hester Lane
Gretna, Florida 32332



Order Confirmation

Date Oct 21, 2020	Page 1
Order Number ORD-31472	

Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606 USA
Tel: (604) 299-0458
Fax: (604) 451-4111

REMIT PAYMENT TO:
Tantalus Systems Inc.
P O BOX 674556
DETROIT MI 48267-4556

FOB Shipping point	
------------------------------	--

Sold To:

City of Quincy
404 West Jefferson Street
Quincy, FL 32351
USA

Ship To:

City of Quincy
404 West Jefferson Street
Quincy, FL 32351
USA

Reference ORD-31472	PO Number 225640	Salesperson JL	Order Date Oct 21, 2020	Terms NET30
-------------------------------	----------------------------	--------------------------	-----------------------------------	-----------------------

Item Number	Description	Qty. Ord.	Unit Price	UOM	Extended Price
SV-1000	Project Management Services	1.00	63,000.00	EA	63,000.00
SL-3001	Service Level, Premium - Annual	1.00	27,500.00	EA	27,500.00
SV-4001	TCC Hosting Services - 2001	12.00	500.00	EA	6,000.00
TCC-2001	TUNet Control Center License - 10k ERML	1.00	34,500.00	EA	34,500.00

Comments: Freight/ Delivery will be charged separately. Travel & living expenses will be charged at cost plus 15%	Tax Summary: NCSALESTAX 0.00		Subtotal	USD	131,000.00
			Total Sales Tax		0.00
			Total Order	USD	131,000.00



Order Confirmation

Date Oct 21, 2020	Page 1
Order Number ORD-31466	

Tantalus Systems Inc.
1130 Situs Court, Suite 230
Raleigh, NC 27606 USA
Tel: (604) 299-0458
Fax: (604) 451-4111

REMIT PAYMENT TO:
Tantalus Systems Inc.
P O BOX 674556
DETROIT MI 48267-4556

FOB Shipping point	
------------------------------	--

Sold To:

Ship To:

City of Quincy
404 West Jefferson Street
Quincy, FL 32351
USA

City of Quincy
404 West Jefferson Street
Quincy, FL 32351
USA

Reference ORD-31466	PO Number 225639	Salesperson JL	Order Date Oct 21, 2020	Terms NET30
-------------------------------	----------------------------	--------------------------	-----------------------------------	-----------------------

Item Number	Description	Qty. Ord.	Unit Price	UOM	Extended Price
VC-934	Versa Collector 1000 points	4.00	3,400.00	EA	13,600.00
TR-1901	900 Mhz LAN Repeater	8.00	289.00	EA	2,312.00
VC-820-VZ	Sixnet LTE(4G)/3G/2G Cellular Router 1-Port (DC) - Verizon	10.00	975.00	EA	9,750.00
VC-931	Versa Collector 250 endpoints	2.00	1,800.00	EA	3,600.00
VC-932	Versa Collector 500 endpoints	4.00	2,200.00	EA	8,800.00
<i>CK## 9945801</i>					

Comments: Freight/ Delivery will be charged separately. Travel & living expenses will be charged at cost plus 15%	Tax Summary:			
	NCSALESTAX	0.00	Subtotal	USD 38,062.00
			Total Sales Tax	0.00
			Total Order	USD 38,062.00



(732) 782-0305 (FAX)
1829 Celeste Drive - Building 1
Wall, NJ 07719

BILL TO	SHIP TO
City of Quincy 404 W. Jefferson St. Quincy, FL 32351 Attn: Accounts Payable	City of Quincy 404 W. Jefferson St. Quincy, FL 32351 Joshua Williams Jr.

INVOICE

Invoice # 6186
Date 10/27/2020

S.O. NO.	DATE SHIPPED	TERMS	DUPLICATE	Customer PO#	Original PO date	SALES PERSON
3570	10/20 & 10/27	Net 30	11/26/2020	225638	09/28/20	BH

ITEM	DESCRIPTION	QUANTITY	PRICE	EXT. PRICE
1	Fiber Optic Upgrade	1	63,443.81	63,443.81
2	Fiber Optic Upgrade	1	13,520.81	13,520.81
3	Fiber Optic Upgrade	1	13,520.81	13,520.81
4	Fiber Optic Upgrade	1	13,520.82	13,520.82
5	Shipping	1	383.39	383.39

Project: Fiber Optic Upgrade

Vendor # 147182
Invoice # 10182
Sl #
Dept. Approval
Finance Approval
Approval
Approval

Handwritten signature: *Walt Mc...*

403-591-531-606446 - 63,443.81
402-540-535-606446 - 13,520.81
404-539-533-606446 - 13,520.81
405-561-533-606446 - 13,520.82

RECEIVED
NOV 03 2020
FINANCE

[Handwritten signature]

PLEASE REMIT TO:
LightSpeed Technologies, Inc.
1829 Celeste Drive
Building 1
Wall, NJ 07719

Per LightSpeed Technologies, Inc. Standard Terms and Conditions

Subtotal \$104,389.64
Sales Tax (0.0%) \$0.00
Total \$104,389.64
Payments/Credits
Balance Due \$383.39

-\$104,006.25 - FY2020
FY2021

[See all orders](#)

Purchase Date: Sep 21, 2020

Order Number: 1120265286517

Total: \$2,978.99

Payment Method

Visa ****5776

DAVID RITTMAN
322 N 10TH ST
QUINCY, FL 323511652 US

\$2,978.99

Order Summary

Product Total \$2,978.99


Charges

Shipping FREE

Sales Tax, Fees & Surcharges \$0.00

Order Total **\$2,978.99**

Shipment

Delivered on Sep 24, 2020 

Shipping Address

DAVID RITTMAN
322 N 10TH ST
QUINCY, FL 323511652 US

Apple - MacBook Pro - 16" Display with Touch Bar - Intel Core i9 - 16GB Memory - AMD Radeon Pro 5500M - 1TB SSD (Latest Model) - Space Gray

SKU: 6366572

Quantity: 1

Item Total: \$2,599.99

Product Price: \$2,599.99

Sales Tax, Fees & Surcharges: \$0.00

Write a review and get 25 My Best Buy points



Need help? We're here.

Performance, software issues, device connections and more.

Get Support

AppleCare+ for MacBook- 3 Year Plan

SKU: 5886513

Quantity: 1

Item Total: \$379.00

Product Price: \$379.00

Sales Tax, Fees & Surcharges: \$0.00

Write a review and get 25 My Best Buy points

[See all orders](#)

Purchase Date: Sep 21, 2020

Order Number: BBY01-806322883825

Total: \$2,978.99

ShipmentDelivered on Sep 24, 2020 **Shipping Address**David Rittman
322 N 10TH ST
QUINCY, FL 32351 US**Apple - MacBook Pro - 16" Display with Touch Bar - Intel Core i9 - 16GB Memory - AMD Radeon Pro 5500M - 1TB SSD (Latest Model) - Silver**

Model: MVVM2LL/A

SKU: 6366581

Quantity: 1

Item Total: \$2,599.99

Product Price: \$2,599.99

Sales Tax, Fees & Surcharges: \$0.00

Write a review and get 25 My Best Buy points



Need help? We're here.

Performance, software issues, device connections and more.

[Get Support](#)**AppleCare+ for MacBook- 3 Year Plan**

SKU: 5886513

Quantity: 1

Item Total: \$379.00

Product Price: \$379.00

Sales Tax, Fees & Surcharges: \$0.00

Write a review and get 25 My Best Buy points

Digital Item One**Ready to Download****Digital Download**

drittjr@hotmail.com

Webroot Internet Security with Antivirus (3 Devices) (6-Month Subscription) - Mac, Windows [Digital]

Model: WE9803800V013

SKU: 6410932

Quantity: 1

Item Total: \$0.00

Product Price: \$0.00

Sales Tax, Fees & Surcharges: \$0.00

Write a review and get 25 My Best Buy points

Included free with this item. [Show Item](#)**Digital Item Two**

Vendor # 147186
 Invoice # 108
 GL # 508-539-539-30341
 Dept. Approval _____
 Finance Approval [Signature]
 City Mgr. Approval [Signature]

Collective Technologies, LLC
 850-445-6026
 6706 WALDEN CIRCLE, TALLAHASSEE, FL 32317
 Tallahassee, Florida
 32317
 United States

9/3/2020

Billed To
 Jack McLean
 City of Quincy

Date of Issue
 08/19/2020

Invoice Number
 108

Due Date
 08/19/2020

Reference
 Contract Date 07-07-
 2020

Amount Due (USD)
\$8,800.00

Description	Rate	Qty	Line Total
Email Installation, Migration Significant Progress in Stage III	\$110.00	60	\$6,600.00
Barracuda Installation & Configuration	\$110.00	20	\$2,200.00
	Subtotal		8,800.00
	Tax		0.00
	Total		8,800.00
	Amount Paid		0.00
	Amount Due (USD)		\$8,800.00

CR# 9945631