10

SUBJECT: PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

BID #: SC-0062-22

OPEN DATE: 2022-03-09

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: ONE-TIME PURCHASE

AGENCY: KIDS HOPE ALLIANCE

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 6 **NUMBER RECEIVED: 4** **OTHER: 0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to reject Insight Public Sector, Inc. for not meeting the minimum requirement for delivery and award CDW Government, LLC as the lowest responsive, responsible bidder. This will be for a one-time purchase in accordance with the solicitation. The total award to CDW Government, LLC shall not exceed $82,374.19.

Funding for this award shall be funded by account 10902-181301-564270-010429-00000000-00000-0000000, processed via Purchase Order.

ATTACHMENTS: Recommendation Memo, Bid Tabulation, Bid Rejection/Email Confirmation, Terms and Conditions, Specifications

ANALYST: _____
BRYAN MATUS

RESPECTFULLY SUBMITTED: _____
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Dr. Saralyn Grass, Chief Administration Officer, Kids Hope Alliance

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(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

KIDS HOPE ALLIANCE
The Jacksonville Partnership for Children, Youth & Families

MEMORANDUM

TO: Gregory Pease,
Chief of Procurement Division

FROM: Dr. Saralyn Grass, Chief Administration Officer
Kids Hope Alliance (KHA)

Michael Weinstein, Chief Executive Director
Kids Hope Alliance (KHA)

Kenneth Darity, Chief Programs Officer
Kids Hope Alliance (KHA)

SUBJECT: Request for Approval of CDW Government, LLC Proposal for Bid No. SC-0062-22 for the STEM Hub, Funded by the Florida Department of Education.

DATE: March 17, 2022

The Kids Hope Alliance, a public body acting on behalf of the City of Jacksonville, a consolidated political subdivision and municipal corporation existing under the laws of the State of Florida ("the KHA") respectfully requests of the following:

1) Request approval to reject Insight Public Sector because they did not meet the minimum 14 days delivery requirement and
2) Request for approval of CDW Government, LLC Proposal for Bid No. SC-0062-22 for the STEM Hub.

The KHA anticipates funding as the follows:

Fund	Center	Account	Project	Activity	Interfund	Future
10902	181301	564270	010429	00000000	00000	0000000

Grant Funding: **$82,374.19**

a. Bid tabulation.
b. Copy of the bid response.

If you need additional information, please contact Tyrica Young at 904-255-4423 or email at tyricay@coj.net.

cc: Bryan Matus, Purchase Analyst
Joyce Watson, Director of Administration, Contracts & Purchasing
Shari Shuman, Interim Director of Finance
Tyrica Young, Director, Research & Grants
Mary Nash, Director, Grants

TITLE: PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

BID NO. SC-0062-22 KIDS HOPE ALLIANCE

OPEN DATE: MARCH 9, 2022 @ 2:00 PM

BUYER: BRYAN MATUS, PURCHASING ANALYST

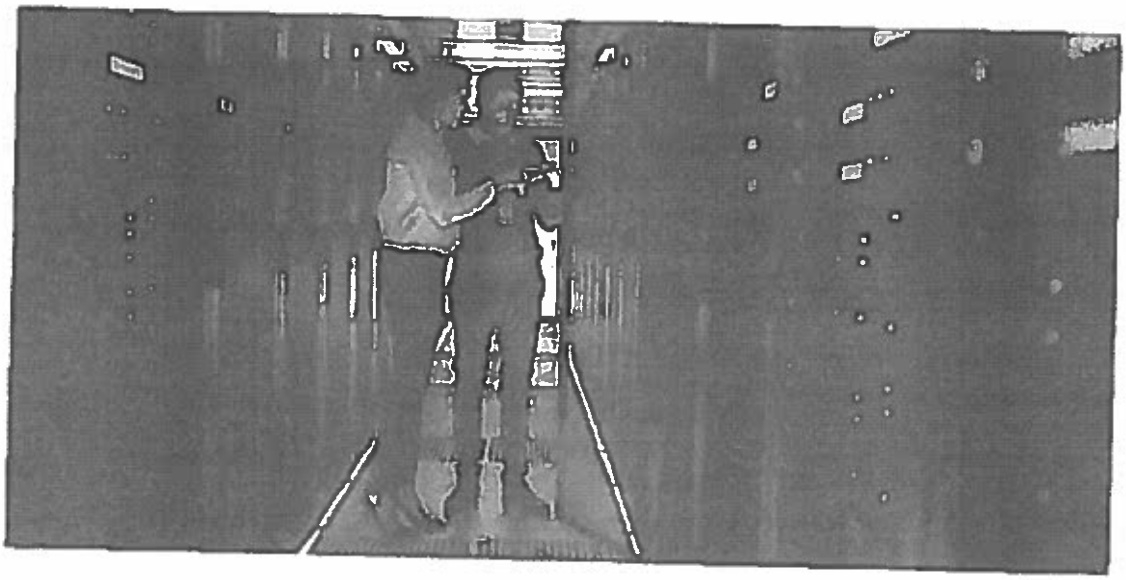
ITEM	DESCRIPTION	Qty	Unit	Better Direct LLC		Complete Tablet Solutions, LLP. Dba CTS Mobility, LTD		CDW Government LLC		Insight Public Sector	
				Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Apple MacBook Air 13" M1 8C8C 16GB RAM 512GB SSD	51	EA	$ 1,418.94	$ 72,365.94	$ 1,319.00	$ 67,269.00	$ 1,315.00	$ 67,065.00	$ 1,228.86	$ 62,671.86
2	AppleCare+ - extended service agreement - 3 years	51	EA	$ 146.31	$ 7,461.81	$ 159.20	$ 8,119.20	$ 142.76	$ 7,280.76	$ 138.94	$ 7,086.94
3	Apple Magic Mouse	51	EA	$ 72.63	$ 3,704.13	$ 71.10	$ 3,626.10	$ 70.87	$ 3,614.37	$ 72.00	$ 3,672.00
4	Logitech HD Pro Webcam C922 – webcam	4	EA	$ 100.06	$ 400.24	$ 89.32	$ 357.28	$ 81.00	$ 324.00	$ 88.58	$ 354.32
5	Samsung BE82T-H 82" 4K UHD Display	1	EA	$ 1,440.29	$ 1,440.29	$ 867.93	$ 867.93	$ 1,377.00	$ 1,377.00	$ 1,650.00	$ 1,650.00
6	Tripp Lite Mobile TV Floor Stand Cart Height-Adjustable LCD 60-100" Display	1	EA	$ 643.74	$ 643.74	$ 549.15	$ 549.15	$ 497.00	$ 497.00	$ 621.99	$ 621.99
7	LocknCharge iJ - cart - for 36 tablets / notebooks or Anywhere cart - AC-GO 32 (Approved Equivalent)	2	EA	$ 954.45	$ 1,908.90	$ 1,112.28	$ 2,224.56	$ 1,108.03	$ 2,216.06	$ 1,240.19	$ 2,480.38
			TOTAL		$ 87,925.05		$ 83,013.22		$ 82,374.19		$ 78,536.49
			BID FORM	Yes		Yes		Yes		Yes	
			BID PROPOSAL FORM	Yes		Yes		Yes		Yes	
			CONFLICT OF INTEREST	Yes		Yes		Yes		Yes	
			ADDENDUM 1	Yes (Bud did not Complete the Revised Bid Proposal Form)		Yes		Yes		Yes	
			DELIVERY	84 Days		7 Days		10 Days		*30 Day Lead Time	

Bid No. SC-0062-22

City of Jacksonville, Florida

Purchase of Laptops and Other Equipment for STEM Program

Original Response | 3/9/2022 2:00 PM



CDW·G PEOPLE WHO GET IT®

© CDW Government LLC 2022 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061
To the extent allowable, all information and documents hereby submitted in response to Bid No SC-0062-22 furnished by City of Jacksonville, Florida are the Proprietary and Confidential property of CDW Government LLC ("CDW G")

3/9/2022

City of Jacksonville, Florida
1st Floor, Ed Ball Building
214 N. Hogan Street, Room #110
Jacksonville, FL, 32202

One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-free: 800.808.4239
cdwg.com/PeopleWhoGetIT

RE: CDW·G Response to City of Jacksonville, Florida's Bid No.: SC-0062-22

Dear Olive Wallace-Cohen,

CDW·G understands the objective of the ITB is for The City of Jacksonville, Florida to identify a reliable and experienced supplier partner capable of managing your mobility solution. Our response demonstrates CDW·G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- **Benefit 1.** CDW·G's Certified Partnerships with top manufacturers facilitates timely road mapping and other requests for information.
- **Benefit 2.** Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity.
- **Benefit 3.** Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction.
- **Benefit 4.** Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, John Vrablik, at (877) 466-6333, or via email at johnvra@cdwg.com. We thank you for the opportunity to participate in this ITB process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

Justin Schwier
Supervisor, Proposals
CDW Government LLC

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To the extent allowable, all information and documents hereby submitted in response to BID NO SC-0062-22 furnished by City of Jacksonville, Florida are the Proprietary and Confidential property of CDW Government LLC ("CDW·G")

City of Jacksonville
Invitation to Bid

Sealed bids will be received by the City of Jacksonville, Procurement Division, 1st Floor, Ed Ball Building, Suite 105, until the time and dates recorded below and immediately thereafter publicly opened and recorded in **Suite 110, Ed Ball Building, 1st floor, @ 214 North Hogan Street.**

BID ADVERTISEMENT

ANALYST: Bryan Matus: (904) 255-8815

BID OPENING DATE: Wednesday, March 9, 2022

BID #/DESCRIPTION: SC-0062-22 PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

AGENCY: Kids Hope Alliance

CONTACT: Bryan Matus: (904) 255-8815

PRE-BID CONFERENCE: N/A

Publish in the *Financial News* the following date(s): February 10, 2022

RETURN AFFIDAVIT TO SUITE 105, ED BALL BUILDING, 214 NORTH HOGAN STREET, JACKSONVILLE, FLORIDA

Specifications and bid forms may be examined and or obtained from the Department of Finance and Administration, Procurement Division, Ed Ball Building, 1st Floor, Suite 105, 214 North Hogan St., Jacksonville, Florida.

By: Gregory Pease, Chief
Finance and Administration Department
Procurement Division

Lenny Curry, Mayor
City of Jacksonville

BID # _SC-0062-22_

JSEB FORM 2

N/A

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

LETTER OF INTENT

TO PERFORM AS A SUPPLIER/CONSULTANT/SUBCONTRACTOR and to be utilized by JSEBs only

_____

(Name of JSEB Supplier/Consultant/Subcontractor)

NAME OF PROJECT _____ BID NO _____

I, the undersigned, understand that the price below is representative of my intent to perform the scope of work stated below. I further understand that this price is subject to increase or decrease due to the City of Jacksonville bid requirements. All work must meet the City of Jacksonville bid specifications.

*Scope of Work	*Total Price of work to be performed or materials to be supplied including Sales Tax

Signature of JSEB Supplier/Consultant/ Subcontractor	Title	Date

*Scope of Work and Price are covered under Base Bid only.

* For solicitations that are not project specific, such as: misc. services, design build, etc.; "TBD" will initially be accepted with the bid submittal on Form 1 and the Letters of Intent. For solicitations that are project specific you will be required to provide a dollar amount or percentage on Form 1 and on all Letters of Intent. "TBD" will not be accepted.

This form must be used for Letter of Intent.

REV 4/26/2018

BID # SC-0062-22

N/A

JSEB FORM 3

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM
FINANCE & ADMINISTRATION DEPARTMENT
CONSULTANT AND CONTRACTOR'S MONTHLY REPORT

PRIME CONTRACTOR NAME: _____ PROJECT TITLE _____

PROFESSIONAL SERVICES (RFP) NO. _____ -OR- CITY BID NO. _____

CURRENT CONTRACT TOTAL AMOUNT $ _____ CITY CONTRACT NO or PO NO _____

INVOICE INFORMATION

INVOICE NO _____ CURRENT INVOICE $ _____

FOR PERIOD ENDING DATE: _____ CUMULATIVE INVOICED $ _____

CONTRACT % COMPLETE:

CONTRACT GOAL TRACKING

JSEB SUPPLIER GOAL $: _____ JSEB SUPPLIER GOAL %:

PRIOR MONTH CUMULATIVE JSEB SUPPLIER $ _____

PRIOR MONTH CUMULATIVE NON-JSEB SUPPLIER $: _____

FORMULA FOR CURRENT MONTH %: CUMULATIVE $ CUMULATIVE $ INVOICED

CUMULATIVE JSEB SUPPLIER $: _____

CUMULATIVE JSEB SUPPLIER % _____

CUMULATIVE NON-JSEB SUPPLIER $ _____

CUMULATIVE NON-JSEB SUPPLIER %

JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	JSEB TYPE [1]	TYPE OF WORK [2]	$ THIS PAYMENT
				TOTAL	

NON-JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTORS TO BE PAID FROM THIS INVOICE

COMPANY NAME	FEDERAL I.D. NO.	ZIP CODE	Type	TYPE OF WORK [2]	$ THIS PAYMENT
			N/A		
			N/A		
			N/A		
			N/A		
				TOTAL	

[1] JSEB (Jacksonville Small Emerging Business)
[2] TYPE OF WORK Examples: Catering, Clerical, Consulting, Engineering, Hauling, Janitorial Masonry Site Cleaning, Technical Support, etc

FOR CITY OF JACKSONVILLE USE ONLY

DATE PROCESSED	DOCUMENT NO.	INDEX CODE - SUBOBJECT - PROJECT NO. - DETAIL	$ THIS PAYMENT

Notes
1 THIS MONTHLY FORM MUST BE COMPLETED AND SUBMITTED WITH ALL REQUESTS FOR PAYMENT AND FINAL PAYMENT
2 Contractor shall attach to this form a typewritten explanation of any differences in JSEB participation from original contract commitment

REV 4/26/2018

BID # _ SC-0062-22_

BID FORM

City of Jacksonville
Procurement Division

DATE: 3/4/2022

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION

COMPANY NAME AND ADDRESS: CDW Government LLC 230 N. Milwaukee Ave. Vernon Hills, IL 60061 FID/SSN # 36-4230110	**SUBMIT BID IN DUPLICATE** Bid to be submitted before 2:00 P.M. in Suite #105, 214 N. Hogan St This bid will open on March 9, 2022 at 2:00 P.M. Ed Ball Building, Suite #110, 214 N. Hogan St, Jacksonville, FL Responses to bid must be in ink or typewritten PURCHASING ANALYST: Bryan Matus EMAIL: bmatus@coj.net
BID SECURITY REQUIREMENTS: • None Required	**TERM OF CONTRACT:** • One-time purchase.
SAMPLE REQUIREMENTS: • None Required.	**PERFORMANCE BOND:** • None Required.
QUANTITIES: • Quantities indicated are fixed.	**FOR TECHNICAL INQUIRIES, CONTACT:** Bryan Matus, bmatus@coj.net February 28, 2022 @ 2:00PM, is the Deadline for submitting any question(s) in writing to the Purchasing Analyst.

AGENCY: KIDS HOPE ALLIANCE

PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

BASIS OF AWARD: (Subject to Buy American Preference Clause)
• ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER.

Terms of Payment: Net or 0 % discount Net 30 days
(discounts offered for payment periods of less than 30 days will not be considered in recommendation of award)

Bidders Certification	MATERIAL IS F.O.B. Delivery will be made in no more than 10 business days from receipt of Purchase Order
We have received addenda 1 through ___	Hand Written Signature of Authorized Officer of Firm: 3/4/2022 (Date) Print Individual's Name & Title: Justin Schwier - Supervisor, Proposals Phone Number: (877) 466-6333 Fax Number: (312)705-9184 Email Address: johnvra@cdwg.com

*CDW Government ("CDW•G") submits this bid response subject only to the terms and conditions contained in the current Sourcewell 081419-CDW Tech Catalog (081419#CDW) Contract agreement. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of that agreement shall not apply to any transaction(s) that results from CDW•G's submission of its bid response

ONE CITY. ONE JACKSONVILLE

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
www.coj.net

ADDENDUM NO.	**One (1)**
BID NUMBER	**SC-0062-22**
TITLE OF BID	**PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM**
OPENING TIME AND DATE	**MARCH 9, 2022 @ 2:00 P.M.**

THIS ADDENDUM IS ISSUED FOR THE INFORMATION OF BIDDERS ON THE ABOVE TITLED PROJECT AND WILL BE PART OF THE CONTRACT.

Purpose of this addendum is to provide answers to the following questions:

Question/*Answer*

1. I wanted to see if you guys are taking alternative charging carts? Would you Consider the ANYWHERE CART - AC-GO 32 Bay Smart Charge Cart as an equivalent? ***Yes. Attached are the specifications that were approved as an equivalent. A revised bid proposal form is being provided as part of this addendum. In order to be responsive, bidders must fill out the revised bid form.***
2. Are you considering outfitting those new devices with protective cases? ***Protective cases are not part of this bid.***

The due date for the solicitation remains unchanged.

DATE March 1, 2022 **ANALYST** Bryan Matus

RECEIPT ACKNOWLEDGED BY RETURN OF SIGNED COPY WITH BID.

Bidder's Signature
Justin Schwier - Supervisor, Proposals
Title
CDW Government LLC
Company
3/4/2022
Date

GENERAL CONDITIONS

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville.

The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not affect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid.

Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid.

Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

SHOULD ANY BIDDER HAVE ANY QUESTIONS AS TO THE INTENT OR MEANING OF ANY PART OF THIS BID THEY SHOULD CONTACT THE PROCUREMENT DIVISION IN TIME TO RECEIVE A WRITTEN REPLY BEFORE SUBMITTING ITS BID.

All items furnished must be completely new, and free from defects unless specified otherwise. No others will be accepted under the terms and intent of this bid.

Buyer reserves the right to terminate the Contract or Purchase Oder at any time and for any reason by giving written notice to Contractor unless otherwise specified within the solicitation documents. If the Contract or Purchase Order is terminated for convenience as provided herein, Buyer will be relieved of all further obligations other than payment for that amount of Goods or Services actually provided to the date of termination.

2. QUOTATIONS: No bidder will be allowed to offer more than one price on each item even though he may feel that he has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer. IF SAID BIDDER SHOULD SUBMIT MORE THAN ONE PRICE ON ANY ITEM ALL PRICES FOR THAT ITEM WILL BE REJECTED AT THE DISCRETION OF THE CHIEF OF THE PROCUREMENT DIVISION.

3. TAXES: The City of Jacksonville, Florida is exempt form the following taxes: (a) State of Florida Sales Tax by Certificate No 26-00-107377-54C; (b) Manufacturer's Federal Excise Tax Registration No. 59-6000.344.

4. CARTAGE: No charge will be allowed for cartage or packages unless by special agreement.

5. "OR EQUAL" INTERPRETATION: Even though a particular manufacturer's name of brand is specified, bids will be considered on other brands or on the products of other manufacturers unless noted otherwise. On all such bids the bidder will clearly indicate the product (brand and model number) on which he is bidding, and will supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacture specified. All samples will be submitted in accordance with procedures outlined in the paragraph on SAMPLES. Catalog cuts and technical descriptive data will be attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient ground for rejection of bid.

6. DEVIATIONS TO SPECIFICATIONS: In addition to the requirements of paragraph five, all deviations from the specifications must be noted in detail by the bidder, in writing, at the time of the submittal of the formal bid. The absence of a written list of specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the City to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

(FORM GB-103, revised 04/16)

7. DATA REQUIRED TO BE SUBMITTED WITH REFERENCE TO BID:

a. Whenever the specifications indicate a product or a particular manufacturer, model, or brand in the absence of any statement to the contrary by the bidder, the bid will be interpreted as for the exact brand, model, or a manufacturer specified, together with all accessories, qualities, tolerances, compositions, etc. enumerated in the detailed specifications.

b. If no particular brand, model or make is specified, and if no data is required to be submitted with this bid, the successful contractor, after award and before manufacturer or shipment: may be required to submit working drawings or detailed descriptive data sufficient to enable the City to judge if each requirement of the specifications is being complied with.

8. SAMPLES: The samples submitted by bidders on items which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.

Samples on which bidders are unsuccessful must be removed as soon as possible after an award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples if not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.

Bidders will make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples will be borne by the bidder.

All sample packages will be marked **"Sample for the Procurement Division"** and each sample will bear the name of the bidder, item number, bid number and will be clearly tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of bid.

9. PERFORMANCE BOND: When applicable, the successful bidder on this bid must furnish a performance bond as indicated in the specifications, made out to the City of Jacksonville, Florida, prepared on an approved form, as security for the faithful performance of his contract within ten days of his notification that his bid has been accepted. The surety thereon must be such surety company as are authorized and licensed to transact business in the State of Florida. Attorneys in facts who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The successful bidder or bidders, upon failure or refusal to furnish within ten days after his notification the required performance bonds, will pay to the City of Jacksonville, Florida, as liquidated damages for such failure or refusal an amount in cash equal to the security deposited with his bid.

10. PROVISION FOR OTHER AGENCIES: Each bidder agrees when submitting his bid that he will make available to all City agencies and departments, bi-City agencies, in-City fire departments and municipalities, the bid process he submits in accordance with the bid terms and conditions, should any said department or agency wish to buy under this bid proposal.

11. GUARANTEE: The contractor will unconditionally guarantee the materials and workmanship on all equipment furnished by him for a period of one year from date of acceptance of the items delivered and installed, unless otherwise specified herein. If, within the guarantee period, any defects or signs of deterioration are noted, which, in the opinion of the City are due to faulty design and installation workmanship, or materials, upon ratification, the contractor, at his expense, will repair or adjust the equipment or parts to correct the condition, or he will replace the part or entire unit to the complete satisfaction of the City. Repairs, replacements or adjustments will be made only at such times as will be designated by the City as least detrimental to the operation of City business.

12. DISCOUNTS: ALL DISCOUNTS OTHER THAN PROMPT PAYMENT TO BE INCLUDED IN BID PRICE. PROMPT PAYMENT DISCOUNTS OF LESS THAN 30 DAYS WILL NOT BE CONSIDERED IN DETERMINING LOW BID.

13. COLLUSION: THE BIDDER, BY AFFIXING HIS SIGNATURE TO THIS PROPOSAL AGREES TO THE FOLLOWING: "BIDDER CERTIFIES THAT THIS BID IS MADE WITHOUT ANY PREVIOUS UNDERSTANDING, AGREEMENT OR CONNECTION WITH ANY PERSON, FIRM, OR CORPORATION MAKING A BID FOR THE SAME ITEMS; AND IS IN ALL RESPECTS FAIR, WITHOUT OUTSIDE CONTROL, COLLUSION, FRAUD OR OTHERWISE ILLEGAL ACTION."

(FORM GB-103, revised 04/16)

14. ERRORS IN BIDS: Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he cannot secure relief on the plea of error. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error in extension of prices in the bid, the unit price will govern.

15. PROCUREMENT DIVISION AS AGENT: When the Procurement Division is acting as agents for "other public activities" being defined as activities receiving financial support, in part from the City, but not under the direct governing jurisdiction of the Consolidated Government, the name of such public activity will be substituted for the word "City" in the foregoing paragraphs No's 1 - 14.

16. OFFICE OF INSPECTOR GENERAL: The City of Jacksonville has established an Office of Inspector General, Section 602.310, Part 3, Chapter 602, *Ordinance Code*, as may be amended. The Inspector General's authority includes but is not limited to the power to: review past, present, and proposed City contracts, transactions, accounts, and records; require the production of records; and, audit, investigate, monitor, and inspect the activities of the City, its officials, employees, contractors, their subcontractors and lower tier subcontractors, and other parties doing business with the City and/or receiving City funds in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Section 602.309, *Ordinance Code*

17. ETHICS PROVISION FOR VENDORS/SUPPLIERS: The bidder, by affixing its signature to the proposal form, and/or the acceptance of a purchase order, represents that it has reviewed the provisions of the Jacksonville Ethics Code contained in chapter 602, Jacksonville Ordinance Code and the provisions of the Purchasing code contained in chapter 126, Jacksonville Ordinance Code.

18. NONDISCRIMINATION PROVISIONS: As required by Section 126.404, Jacksonville Ordinance Code, contractor represents that it has adopted and will maintain throughout the term of this contract a policy of nondiscrimination or harassment against any person with regard to race, color, sex (including pregnancy), sexual orientation, gender identity or expression, religion, political affiliation, national origin, disability, age, marital status, veteran status, or any other impermissible factor in recruitment, hiring, compensation, training, placement, promotion, discipline, demotion, transfers, layoff, recall, termination, working conditions and related terms and conditions of employment.. Contractor agrees that, on written request, it will permit reasonable access to its records of employment, employment advertisement, application forms and other pertinent data and records, by the Executive Director of the Community Relations Commission, or successor agency or commission, for the purpose of investigation to ascertain compliance with the non-discrimination provisions of the Contract; *provided however*, that Contractor shall not be required to produce, for inspection, records covering periods of time more than one (1) year prior to the effective date of the Contract. Contractor agrees that, if any of the products or Services to be provided pursuant to the Contract are to be provided by a subcontractor, the provisions of this Section shall be incorporated into and become a part of the subcontract.

19. LEGAL WORKFORCE: Owner shall consider the employment, by Vendor/Contractor, of unauthorized aliens a violation of section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of the contract upon thirty (30) days' prior written notice of such cancellation, notwithstanding any other provisions to the contrary in the Specifications and other Contract Documents.

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

a. all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and

b. all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

20. LICENSES REQUIREMENT: Bidders/vendors responding to a solicitation or by acceptance of a Purchase Order issued by the City of Jacksonville agree to obtain and maintain all applicable Local, State and Federal licenses required by law.

21. ELECTRONIC PAYMENTS: Bidders/vendors are encouraged to enroll in the City of Jacksonville's Automated Clearing House ("ACH") electronic payment program. ACH allows for systematic direct payment to vendors. The ACH enrollment form can be downloaded at www.coj.net under the Online Forms link on the Finance Department page. (FORM GB-103, revised 04/16)

22. CONTRACTOR REPRESENTATION: If this Agreement is for goods or services of $1 million or more, the City, pursuant to Section 287.135(3)(c), Florida Statutes, may terminate this Agreement at City's option if Contractor:

(a). Is found to have submitted a false certification under Section 287.135(5), Florida Statutes;

(b). Has been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel;

(c). Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes; or

(d). Has been engaged in business operations in Cuba or Syria.

23. PUBLIC RECORDS: In accordance with Section 119.0701, Florida Statutes, the Contractor shall:

(a) Keep and maintain public records required by City to perform the services; and

(b) Upon request from City's custodian of public records, provide City with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of this Contract if Contractor does not transfer the records to City; and

(d) Upon completion of this Contract, transfer to City at no cost all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of this Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of this Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request from City's custodian of public records in a format that is compatible with City's information technology systems.

The above requirements apply to a "Contractor" as defined in Section, 119.0701, Florida Statutes.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS AT (904) 630-7678; REQUEST@COJ.NET; CITY OF JACKSONVILLE, PUBLIC RECORDS REQUEST, 214 N. HOGAN STREET, SUITE 1180, JACKSONVILLE, FLORIDA 32202.

SUPPLEMENTAL CONDITIONS

1. **SUBMISSION OF BIDS:**
   All bids must be submitted no later than the designated bid opening date and time as specified in the bid documents.

   Submit bids to:
   City of Jacksonville
   Procurement Division
   214 N. Hogan Street, Suite 105
   Jacksonville, Florida 32202

   Bidders are fully responsible for delivery of bids. Reliance upon mail or public carrier is at the bidder's risk.

   LATE BIDS ARE NOT CONSIDERED.
   Bid only on the bidding form(s) supplied herewith, using ink or typewriter. Any changes or alterations must be initialed by the person signing the bid.

   Bidders' signature on the Bid Form (Form GB-102) signifies that the bidder has familiarized himself with all the Terms and Conditions of this bid, and agrees to them all, and that his bid is made and submitted for the items as specified and detailed herein unless exceptions are clearly noted and that the prices quoted herein are firm for the duration of this bid. Failure to submit a signed Bid Form with bid submission will be grounds for bid rejection. Violations of any of the Terms and Conditions of this bid and delivery time stated can result in the Bidder's suspension from all bid lists of the City of Jacksonville and its agencies and penalties provided for by the Purchasing code of the City of Jacksonville.

   Please use the green label enclosed when submitting your bid, be sure to write the bid number and the open date on the label. If you downloaded the bid package you will not have a green label. Please write your bid number and open date on the outside of the sealed envelope. Failure to do so may result in your bid being returned unopened.

2. **BID/SURETY REQUIREMENTS:**
   All Bids that may require a bid security or surety in the form of a certified check, cashier's check or bid bond in the amount as prescribed in the bid documents must accompany the bid submission prior to the scheduled bid opening. Certified and cashier's checks will be deposited by the City and reimbursement checks will be issued once an award is made. Failure to submit the above information timely will be grounds for rejection of bid.

3. **BID OPENING AND TABULATION:**
   Due to the large number of bids to be opened, and the numerous items contained in some bids, such bids will not be tabulated at the bid opening. Bids may be reviewed by arrangement with the respective buyer.
   BID RESULTS AND AWARD RECOMMENDATIONS WILL NOT BE GIVEN BY TELEPHONE.

4. **PROMPT PAYMENT TO SUBCONTRACTORS AND SUPPLIERS:**

   a. Generally - When Contractor receives payment from CITY for labor, services, or materials furnished by subcontractors and suppliers hired by Contractor, Contractor shall remit payment due (less proper retainage) to those subcontractors and suppliers within 15 calendar days after Contractor's receipt of payment from CITY. Nothing herein shall prohibit Contractor from disputing, pursuant to the terms hereof, all or any portion of a payment alleged to be due to its subcontractors and suppliers. In the event of such a dispute, Contractor may withhold the disputed portion of any such payment only after Contractor has provided notice to CITY and to the subcontractor or supplier whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within 10 calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section.

b. **Jacksonville Small Business Enterprise (JSEB) and Minority Business Enterprise (MBE)**- Notwithstanding Chapter 126, Part 6 of the Jacksonville Ordinance Code (the "Code"), Contractor shall pay all contracts awarded with certified JSEB and MBE as defined therein their pro-rata share of their earned portion of the progress payments made by CITY under the applicable contract within seven (7) business days after Contractor's receipt of payment from CITY (less proper retainage). The pro-rata share shall be based on all work completed, materials, and equipment furnished, or services performed by the certified JSEB or MBE at the time of payment. As a condition precedent to progress and final payments to Contractor, Contractor shall provide to CITY, with its requisition for payment, documentation that sufficiently demonstrates that Contractor has made proper payments to its certified JSEB or MBE from all prior payments that Contractor has received from CITY. Contractor shall not unreasonably withhold payments to certified JSEB or MBE if such payments have been made to the Contractor. If Contractor withholds payment to its certified JSEB or MBE, which payment has been made by CITY to Contractor, Contractor shall return said payment to CITY. Contractor shall provide notice to CITY and to the certified JSEB or MBE whose payment is in dispute, which notice shall: (i) be in writing; (ii) state the amount in dispute; (iii) specifically describe the actions required to cure the dispute; and (iv) be delivered to CITY and said subcontractor or supplier within five (5) calendar days after Contractor's receipt of payment from CITY. Contractor shall pay all undisputed amounts due within the time limits imposed by this section. The failure to pay undisputed amounts to the JSEB or MBE within 7 business days shall be a breach of contract, compensable by 1% of the outstanding invoice being withheld by the City as liquidated damages. Continued failure to adhere to this clause may be cause for termination.

c. **Third-Party Liability** – The Prompt Payment requirements hereunder shall, in no way, create any contractual relationship or obligation between CITY and any subcontractor, supplier, JSEB, MBE, or any third-party or create any CITY liability for Contractor's failure to make timely payments hereunder. However, Contractor's failure to comply with the Prompt Payment requirements shall constitute a material breach of its contractual obligations to CITY. As a result of said breach, CITY, without waiving any other available remedy it may have against Contractor, may: (i) issue joint checks; and (ii) charge Contractor a 0.2% daily interest penalty or penalties specified in Chapter 126 of the Code for JSEB or MBE and Chapter 218, Florida Statutes, for non-JSEB or MBE, whichever greater.

5. **PUBLIC ENTITY CRIME INFORMATION:**

A person or affiliate who has been placed on the State Of Florida convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity for a period of 36 months from the date of being placed on the convicted vendor list.

6. **AUDIT PROVISION:**

A person or entity providing capital improvements, contractual services, supplies, professional design services, or professional services purchased by the City pursuant to a method of purchase, unless otherwise provided herein, shall agree and be deemed to have agreed by virtue of doing business under contract with the City to all access and examination at all reasonable times by the Council Auditor or any duly authorized representative of the Council Auditor to business records directly pertinent to the transaction until the expiration of three years after final payment pursuant to the transaction. No examination shall be conducted until the Council Auditor has made a recommendation to the Council President that the examination should or, in the alternative, should not be conducted and until the Council President has approved the conducting of the examination.

7. **W-9 REQUIREMENT:**

All bidders are encouraged to submit with their bid submission a revised W-9 if any company information has changed within the last six (6) months. It is the vendor's responsibility to ensure that the City has a current W-9 on file and as listed in the ICloud system.

8. SOLICITATION SILENCE POLICY:

The City of Jacksonville's Procurement Division has implemented a Solicitation Silence Policy that prohibits certain oral communication regarding a solicitation during the period the policy is in effect. Written communications to the Chief of the Procurement Division or his/her staff are allowed at all times.

Prohibitions

Any oral communication regarding a particular solicitation is prohibited between a potential vendor, service provider, bidder, lobbyist or consultant and city employees, staff, or hired consultant.

Exceptions to the Solicitation Silence Policy

Unless specifically provided in the applicable solicitation document the Solicitation Silence Policy does not apply to the following:

- communications regarding a particular solicitation between the Chief of the Procurement Division or his/her staff responsible for administering the procurement process for such solicitation, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation document
- communications between a potential vendor, service provider, bidder, consultant or lobbyist and city employees responsible for administering the Jacksonville Small Emerging Business Program, provided the communication is limited strictly to matters of programmatic process or procedures
- communications with the Office of General Counsel and his/her staff
- emergency procurements of goods and services pursuant to Chapter 126.102(e)
- oral communications at pre-bid conferences
- oral presentations before publicly noticed committee meetings
- contract negotiations during any duly noticed public meeting
- duly noticed site visits to determine competency of bidders during the period between bid opening and issuance of the Chief of Procurement Division's written recommendation
- communications in writing at any time to the Chief of Procurement Division or his/her staff unless specifically prohibited by the applicable solicitations document

Commencement and Termination of the Solicitation Silence Period

The period of Solicitation Silence commences after the advertisement of the solicitation document. The period of Solicitation Silence terminates after the Chief of the Procurement Division issues a written recommendation to the corresponding awarding committee. If the awarding committee refers the Chief's recommendation back for further review, the Solicitation Silence period shall be reinstated until such time as the Chief issues a subsequent recommendation.

Written Communication during the Solicitation Silence Period

When the Solicitation Silence period is in effect, any communication shall be in writing, unless one of the exceptions applies. Written communication may be in the form of letter, email or facsimile.

If Not an Exception

If an oral inquiry call for an answer or response that is not within the scope of the exception, kindly request that the question be presented in writing to the Chief of the Procurement Division or his/her staff and that a response will, in turn, be given.

BID # _SC-0062-22_

CONFLICT OF INTEREST CERTIFICATE

Bidder must execute either Section I or Section II hereunder relative to Florida Statute 112.313(12). Failure to execute either section may result in rejection of this bid proposal.

SECTION I

I hereby certify that no official or employee of the City of independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

***

Signature

Justin Schwier - Supervisor, Proposals
Name of Official (type or print)

CDW Government LLC
Company Name

230 N. Milwaukee Ave.
Business Address

Vernon Hills, IL 60061
City, State, Zip Code

SECTION II

I hereby certify that the following named City officials(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 105 East Monroe Street, Jacksonville, Duval County Florida, prior to bid opening.

Name	Title of Position	Date of Filing

Signature

Name of Official (type or print)

Company Name

Business Address

City, State, Zip Code

PUBLIC OFFICIAL DISCLOSURE

Section 126.110 of the Purchasing Code requires that a public official who has a financial interest in a bid or contract make a disclosure at the time that the bid or contract is submitted or at the time that the public official acquires a financial interest in the bid or contract. Please provide disclosure, if applicable, with bid.

Public Official _____

Position Held _____

Position or Relationship with Bidder _____

GB Form 105 (revised 1/2013)

***By signing this proposal, CDW•G certifies that there are no known parties of interest or conflicts of interest, however, as a publicly-traded company, CDW•G is unable to confirm the identity of all shareholders, and any potential relationships they may have with the City of Jacksonville, Florida.

INSURANCE AND INDEMNIFICATION

BID # _SC-0062-22_

1.00 INDEMNIFICATION:

Vendor and its subcontractors (the "Indemnifying Party") shall hold harmless, indemnify, and defend the City of Jacksonville and their respective members, officers, officials, employees and agents (collectively the "**Indemnified Parties**") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness, or intentionally wrongful conduct on the part of the Indemnifying Party that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Party's performance of the **Agreement**, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this **Agreement** contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the **Agreement**; and

3. Intellectual Property Liability, to the extent this **Agreement** contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services provided under this **Agreement** (the "**Service(s)**"), any product generated by the Services, or any part of the Services as contemplated in this **Agreement**, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Party shall, immediately, make every reasonable effort to secure within sixty (60) days, for the Indemnified Parties, a license, authorizing the continued use of the Service or product. If the Indemnifying Party fails to secure such a license for the Indemnified Parties, then the Indemnifying Party shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to the City, so that the Service or product is non-infringing.

If an Indemnified Party exercises its right under this **Agreement**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by, any insurance provided pursuant to the Agreement or otherwise. Such terms of indemnity shall survive the expiration or termination of the Agreement.**

n the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 r 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. rther, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to mply with said statutes.

Insurance Requirements

ut limiting its liability under this Agreement, **Vendor and** its subcontractors shall always during the term Agreement procure prior to commencement of work to maintain coverages for the life of this Agreement all be endorsed to name the City of Jacksonville and their respective members, officers, officials, es, and agents as additional insured as indicated in the insurance provisions.

Worker's Compensation
Employer's Liability

BID # _SC-0062-22_

Florida Statutory Coverage
$ 100,000 Each Accident
$ 500,000 Disease Policy Limit
$ 100,000 Each Employee/Disease

This insurance shall cover the **Vendor** (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability

$2,000,000	General Aggregate
$2,000,000	Products & Comp. Ops. Agg.
$1,000,000	Personal/Advertising Injury
$1,000,000	Each Occurrence
$ 50,000	Damage to Rented Premises
$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.

Automobile Liability
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

$1,000,000 Combined Single Limit

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Additional Insurance Provisions

BID # SC-0062-22

A. Certificates of Insurance. **Vendor** shall deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract, Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive than CA2048.

C. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville its respective members, officers, officials, employees and agents

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such insurance shall be written by an insurer with an A.M. Best Rating of A-VII or better.

E. **Vendor** Insurance Primary. The insurance provided by the **Vendor** shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Duval County Clerk of the Circuit and County Courts and the City of Jacksonville and their respective members, officers, officials, employees and agents

F. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this **Agreement** shall remain the sole and exclusive responsibility of the named insured **Vendor**. Under no circumstances will the City of Jacksonville its respective members, officers, officials, employees and agents be responsible for paying any deductible or self-insured retention related to this Contract.

G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Vendor** or its subcontractors, employees or agents to the City of Jacksonville its respective members, officers, officials, employees and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by Ontario Systems shall relieve **Vendor** of **Vendor's** full responsibility to provide insurance as required under this Contract.

I. Notice. The **Vendor** shall provide an endorsement issued by the insurer to provide the City of Jacksonville thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including through expiration or non-renewal. If such endorsement is not provided, the Ontario Systems, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, or of coverages being suspended, voided, cancelled, including through expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Vendor** under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, Vendor shall present this Agreement and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the Agreement Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

TERMS AND CONDITIONS
PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

1. **SCOPE**

The City of Jacksonville's **KIDS HOPE ALLIANCE** is currently accepting bids to obtain a source of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for **PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM** as listed in the bid documents.

2. **AWARD**

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

As per Section 126.114 of the City of Jacksonville Ordinance Code, preference will be given to a responsive and responsible vendor offering American manufactured, assembled, or produced goods, and who is within 5% of the lowest responsive and responsible bidder. To receive this preference, the bidder must complete the attached Buy American Preference Compliance Certificate and attach supporting documentation and/or evidence attesting that at least 51% offered in the bid response is manufactured, assembled or produced in the United States.

- Bidder is not required to submit for the Buy American Preference. Bidders may quote items less than 51% American made but will not be eligible for the preference.
- Restrictions and exemptions may apply. Please refer to Section 126.114 for specifics.

3. **TERM OF AGREEMENT**

This is a one-time purchase.

4. **MINIMUM REQUIREMENTS**

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Vendor shall provide proof of applicable local business license.

b. Product to be delivered within 14 Business days from date of Purchase Order.

5. **PRE-BID CONFERENCE**

There is not a pre-bid meeting scheduled for this bid.

6. **STATE CONTRACTS**

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**

Quantities indicated are fixed.

8. **DELIVERY**

214 North Hogan Street, 9th Floor
Jacksonville, FL 32202
Attention: Amy Hills 904.489.4147

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. **ESCALATION/DE-ESCALATION**

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. **PRICES**

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. **PICK UP AND RETURNS**

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. **COMPLIANCE WITH SPECIFICATIONS**

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. **INVOICING**

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE:** inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. **INSURANCE/INDEMNIFICATION**

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. **REPORTING**

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to Bryan Matus, Purchasing Analyst, at bmatus@coj.net by the date and time specified on the Bid Form. When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

The Kids Hope Alliance is looking to purchase laptops and other equipment for the STEM Center for Teens. Below is the description of the items being requested:

- Apple MacBook Air 13" M1 8C8C 16GB RAM 512GB SSD
  - Color: Space Gray
  - 16GB Unified Memory
  - 13" Retina Display with True Tone
  - Touch ID
  - M1 Chip with 8-core CPU,8-core GPU and 16-core Neural Engine
  - 512GB SSD Storage
  - Magic Keyboard
  - MFG.PART: Z125-2000762592
- AppleCare+ - extended service agreement - 3 years
  - MFG.PART: S9788LL/A
- Apple Magic Mouse
  - Mouse – Bluetooth
  - MFG.PART: MK2E3AM/A
- Logitech HD Pro Webcam C922 – webcam
  - Webcam
  - 720p
  - H.264
  - Color
  - 1080p
  - MFG.PART: 960-001087
- Samsung BE82T-H 82" 4K UHD Display
  - UHD Picture Quality
  - Plug and Play the Content
  - MFG.PART: BE82T-H
- Tripp Lite Mobile TV Floor Stand Cart Height-Adjustable LCD 60-100" Display
  - Mobile TV stand supports mounting of large flat-panel TVs or interactive whiteboards incl. Promethean models
  - Display height adjusts from 47-65"
  - Portable Mount/ flat panel TV Mount/ Portable Display/ display mount cart
  - Holds most flat-panel displays from 60-100 in. up to 220lbs
  - Compatible w/ Samsung/ Acer/ Apple/ Sony/ LG/ Planar/ NEC/ Philips/ HP/ Lenovo/ Dell/ Viewsonic Displays and TVs w/ compatible VESA hole mounting patterns
  - 5 Year Tripp Lite Warranty
  - MFG.PART: DMCS60100XX
- LocknCharge iJ - cart - for 36 tablets / notebooks
  - Cart (charge and secure)
  - Lockable
  - For 36 tablets / notebooks
  - Steel
  - MFG.PART: LNC7-10333

All orders must be received within 14 business days after receipt of a Purchase Order. Products may be shipped or hand delivered. In the event the awarded bidder fails to deliver within these guidelines, the City reserves the right to make necessary purchases outside of the contract.

REVISED BID PROPOSAL FORM

PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM					
Item #	**Description**	**Qty.**	**Unit**	**Unit Price**	**Extended Price**
1	Apple MacBook Air 13" M1 8C8C 16GB RAM 512GB SSD	51	EA	$ 1,315.00	$ 67,065.00
2	AppleCare+ - extended service agreement - 3 years	51	EA	$ 142.76	$ 7,280.76
3	Apple Magic Mouse	51	EA	$ 70.87	$ 3,614.37
4	Logitech HD Pro Webcam C922 – webcam	4	EA	$ 81.00	$ 324.00
5	Samsung BE82T-H 82" 4K UHD Display	1	EA	$ 1,377.00	$ 1,377.00
6	Tripp Lite Mobile TV Floor Stand Cart Height-Adjustable LCD 60-100" Display	1	EA	$ 497.00	$ 497.00
7	LocknCharge iJ - cart - for 36 tablets / notebooks Or Anywhere cart - AC-GO 32 (Approved Equivalent) (Please Circle which Item you are bidding for #7)	2	EA	$ 1,108.03	$ 2,216.06
				TOTAL:	**$ 82,374.19**

All items furnished shall be completely new, unopened, and free from defects. **The City of Jacksonville and its agencies prefer to purchase the brands and stock/model numbers shown on the Bid Proposal Form; however, equivalent items will be considered, but they must meet the expectations of the City. Request for equivalent review will need to be submitted to the City by the last date for questions.** The request must note the brand, stock/model number(s), and complete specifications of item(s) being offered as "equivalent." If an equivalent item is approved, it will be clarified through an addendum. The City reserves the right to request samples of any item to determine acceptability. The City reserves the right to make the final determination concerning acceptability. Unless requested by the City, samples will not be required. Samples requested by the City shall become the property of the City at no cost to the City.

CDW Government LLC
Company Name

Authorized Signature
Justin Schwier - Supervisor, Proposals

*CDW Government ("CDW•G") submits this bid response subject only to the terms and conditions contained in the current Sourcewell 081419-CDW Tech Catalog (081419#CDW) Contract agreement. Any terms and conditions in the bid or elsewhere that are additional to or different from the terms and conditions of that agreement shall not apply to any transaction(s) that results from CDW•G's submission of its bid response.

QUOTE CONFIRMATION

CDW•G PEOPLE WHO GET IT

DEAR AMY HILLS,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MPTQ172	2/10/2022	KIDS HOPE	6006034	$82,374.19

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Apple MacBook Air 13" M1 8C8C 16GB RAM 512GB SSD - Space Gray Mfg. Part#: Z125-2000762592 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	51	6320635	$1,315.00	$67,065.00
AppleCare+ - extended service agreement - 3 years Mfg. Part#: S978BLL/A Electronic distribution - NO MEDIA Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	51	6591360	$142.76	$7,280.76
Apple Magic Mouse - mouse - Bluetooth Mfg. Part#: MK2E3AM/A Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	51	6651189	$70.87	$3,614.37
Logitech HD Pro Webcam C922 - webcam Mfg. Part#: 960-001087 UNSPSC: 45121520 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	4	5285257	$81.00	$324.00
Samsung BE82T-H 82" 4K UHD Display Mfg. Part#: BE82T-H Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	6477183	$1,377.00	$1,377.00
Tripp Lite Mobile TV Floor Stand Cart Height-Adjustable LCD 60-100" Display Mfg. Part#: DMCS60100XX UNSPSC: 56101535 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	1	5129419	$497.00	$497.00
LocknCharge II - cart - for 36 tablets / notebooks Mfg. Part#: LNC7-10333 Contract: Sourcewell 081419-CDW Tech Catalog (081419#CDW)	2	6494484	$1,108.03	$2,216.06

PURCHASER BILLING INFO		
Billing Address: CITY OF JACKSONVILLE FLORIDA ACCOUNTS PAYABLE 117 W DUVAL ST STE 375 JACKSONVILLE, FL 32202-5725 Phone: (904) 645-0124 Payment Terms: Net 30 Days-Govt State/Local	SUBTOTAL	$82,374.19
	SHIPPING	$0.00
	SALES TAX	$0.00
	GRAND TOTAL	$82,374.19
DELIVER TO	Please remit payments to:	

Shipping Address:	
CITY OF JACKSONVILLE FLORIDA AMY HILLS 117 W DUVAL ST STE 375 JACKSONVILLE, FL 32202-5725 Phone: (904) 645-0124 Shipping Method: UPS Ground	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

John Vrablik | (877) 466-6333 | johnvra@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
$82,374.19	$2,208.45/Month	$82,374.19	$2,551.13/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

ANYWHERECART
CLASSROOM SOLUTIONS

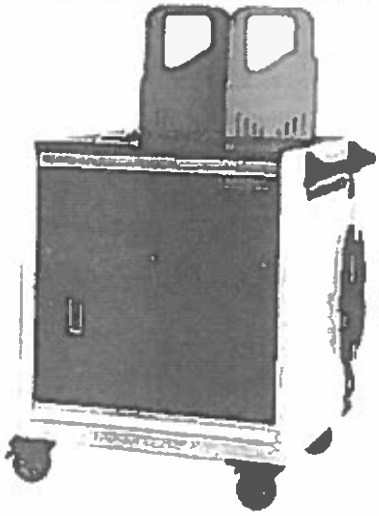
MAKING THE CLASSROOM FUN

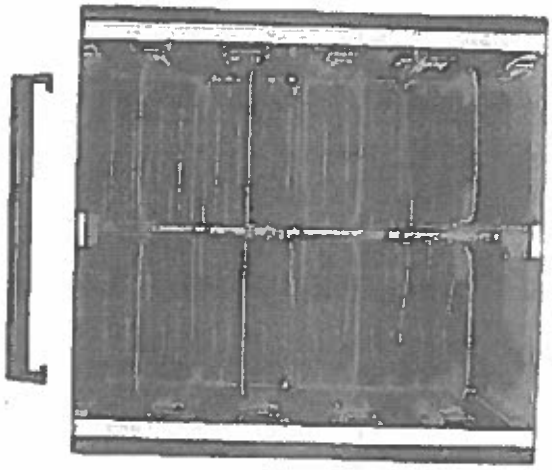
AC-GO

Designed to charge and store up to 32 Chromebooks, Laptops or Tablets

32 Device Smart Charging Cart

32 Devices | Smart Charging | Baskets





- Heavy Gauge Full Metal Construction
- Intelli-Sense Smart Charging System
- Multi-Point Locking Top Doors
- 8 Carry Out Baskets Holding 4 Devices Each
- Integrated Cable Management Guides
- Easy Access Power Adapter Area
- Removable AC Adapter Baskets
- 4" Swivel / Directional / Lock Casters
- Ships Fully Assembled (except handle)
- Lifetime Frame Warranty

DIMENSIONS

Height:	37"
Width:	29"
Depth:	26"

CART CAPACITY

Device Spacing:	1.18"
Basket Depth:	14.5"
Basket Height:	11.5"

WEIGHT

Product Weight:	128 lbs.
Shipping Weight:	137 lbs.

Specifications subject to change without notice

ANYWHERECART

END OF ADDENDUM #1

Toll Free: 888-650-4498
sales@anywherecart.com

PROTEST PROCEDURES

CITY OF JACKSONVILLE

PROCUREMENT DIVISION

214 N. Hogan Street Suite 800, Jacksonville, Florida 32202
(904) 255-8800-Phone; (904) 255-8837 Fax; www.coj.net

126.106(e) PROTEST PROCEDURES

126.106(e)(1) Purpose and Scope
126.106(e)(2) Definitions
126.106(e)(3) Timely Notice of Protest
126.106(e)(4) Request for Extension to File Supplemental Protest Documentation
126.106(e)(5) Delivery
126.106(e)(6) Process
126.106(e)(7) Protest Hearing Rules and Procedures
126.106(e)(8) Independent Agency, Board or Delegated Authority

126.106(e)(1) Purpose and Scope

(a) These protest procedures are promulgated pursuant to §126.106(e) of the Jacksonville Ordinance Code (the "Code"), which authorizes the Chief of the Procurement Division (the "Chief") to "prepare and publish rules and regulations governing bid protests." In the event a court of competent jurisdiction declares any provision of these Procurement Protest Procedures to be unconstitutional, invalid, or otherwise unenforceable, then all remaining provisions shall be severable, valid, and enforceable regardless of the invalidity of any other provision.

(b) In accordance with the procedures contained herein, any person or entity that is adversely affected by a decision or an intended decision concerning a solicitation, solicitation documents, award, or any other process or procedure prescribed in the Code and who has standing to protest said decision or intended decision under Florida law (the "Protestant"), must timely file a written Notice of Protest seeking to challenge the decision or intended decision.

The issue(s) raised, and the information contained in the Notice of Protest and any supplemental documentation filed in accordance with §126.106(e)(4), hereof, must clearly identify and explain the factual and legal basis for any relief sought, and shall be the only issue(s) and information the Protestant may present for consideration before the applicable committee.

126.106(e)(2) Definitions

For the purpose of these Bid Protest Procedures, the following definitions are provided:

(a) "Competitive solicitation" or "solicitation" shall include without limitation an invitation to bid, competitive sealed bid, multi-step competitive sealed bid, competitive sealed proposal, or a request for proposals and/or qualifications.

(b) "Posting" means the notification of solicitations, decisions or intended decision, or other matters relating to procurement on a centralized Internet website, by placing the same on the bulletin board(s) designated by the Procurement Division for this purpose, or as may be consistent with§126.102(m) of the Code.

(c) "Exceptional purchase" means any purchase excepted by law or rule from the requirements for competitive solicitation, including without limitation purchases pursuant to §126.107, 126.206, 126.207, 126.211, 126.307, 126.309, 126.311, 126.312, or 126.313 of the Code.

(d) "Electronic transfer" is limited solely to facsimile transmissions that appear legibly on paper at the place of filing.

(e) "Final Agency Action" means a final decision that results from a proceeding hereunder, and includes actions which are affirmative, negative, injunctive, or declaratory in form.

(f) "Procurement process" has the same meaning as "contract solicitation or award process."

126.106(e)(3) Timely Notice of Protest

(a) **Recommendations of Award and/or Bid Rejection.** A Protestant shall have 48 hours after either the posting or written notification of a decision or intended decision, whichever is earlier, in which to file a written Notice of Protest in order to timely challenge or seek relief from a Procurement Division recommended award of an exceptional purchase or an award or recommended conclusion to any bid or proposal solicitation process, including without limitation: (i) a recommendation to reject a bid or proposal; (ii) a contract award; or (iii) the short listing of bidders or proposers.

(b) **Bid/Proposal Specifications and/or Requirements.** A Protestant shall have 10 business days after the posting of a solicitation or 48 hours after the posted date and time of a pre-bid or pre-proposal conference, whichever is earlier, or 48 hours after the posting of an addendum, in which to file a written Notice of Protest in order to timely challenge the requirements, terms and/or conditions contained in bid or proposal documents, including without limitation any provisions governing or establishing: (i) the basis for making the award in question; (ii) evaluation criteria; (iii) equipment, product, or material specifications; (iv) proposed project schedules; (v) statements regarding participation goals or other equal opportunity measures; or (vi) other general solicitation or project requirements.

(c) **Computation of Time** The computation of the time limitations or periods contained herein shall be governed by and shall be pursuant to Florida Rule of Civil Procedure 1.090(a) Florida Rule of Judicial Administration 2.514. Failure to file a written Notice of Protest within the applicable time limitation or period shall constitute a waiver of any right, remedy, or relief available hereunder.

(d) **Form and Content of the Notice of Protest** - A written Notice of Protest shall: (i) be addressed to the Chief; (ii) identify the solicitation, decision, or recommended award in question by number and title or any other language sufficient to enable the Chief to identify the same; (iii) state the timeliness of the protest; (iv) state Protestant's legal standing to protest; and (v) clearly state with particularity the issue(s), material fact(s) and legal authority upon which the protest is based.

126.106(e)(4) Request for Extension to File Supplemental Protest Documentation

At the time of filing a timely Notice of Protest hereunder, a Protestant may request an extension of three (3) business days after the date its Notice of Protest is timely received, in which to provide supplemental protest documentation. Failure to do so or to timely submit the supplemental protest documentation shall constitute a waiver of any right to the same.

126.106(e)(5) Delivery

The timely filing of a Notice of Protest shall be accomplished when said notice is received by the Procurement Division within the applicable time limitation or period contained herein. Filing a notice may be accomplished by manual transfer via hand-delivery or mail to the Chief of Procurement at 214 N. Hogan Street, 8th floor, Jacksonville, Florida 32202 or by electronic transfer via facsimile to (904) 255-8837. The responsibility and burden of proof that its Notice of Protest has been timely and properly received shall rest with the Protestant, regardless as to the method of delivery employed.

126.106(e)(6) Process

(a) Upon receipt of a timely filed written Notice of Protest, the Chief or his/her designee shall schedule and provide notice of the time, date, and place that the protest will be heard. The protest will be heard before the General Governmental Awards Committee ("GGAC"), the Professional Services Evaluation Committee ("PSEC"), or the Competitive Sealed Proposal Evaluation Committee ("CSPEC"), whichever is applicable. The Chief or his/her designee shall have the discretion to proceed with the solicitation or contract award process in question or to suspend the same pending the resolution of the protest. To the extent the Chief or his/her designee decides to exercise his/her discretion not to suspend the solicitation or contract award process pending the resolution of the protest, the Chief or his/her designee shall set forth in writing the particular facts and/or circumstances upon which his/her decision is based.

(b) Those persons or entities, other than the Protestant, who will be directly affected by the resolution of the protest shall be given notice of the protest hearing, and the Notice of Protest and any supplemental protest documentation shall be made available to them upon a written request for the same.

(c) When a Notice of Protest is filed pursuant to §126.106(e)(3)(b), hereof, the Chief or applicable awards committee chairperson shall have the discretion to direct that the solicitation in question is not to be opened pending the resolution of the protest.

126.106(e)(7) Protest Hearing Rules and Procedures

(a) Hearings hereunder shall be heard before the applicable committee and shall begin with a general statement of the rules and procedures prescribed herein by a representative of the committee, followed by a general statement of the facts by a representative of the Procurement Division. Representatives of the Protestant, limited solely to its owners, officers, employees and/or legal counsel, will then be required to present its case based solely upon the issue(s) and information contained in the Notice of Protest and any timely submitted supplemental protest documentation. Those persons or entities, other than the Protestant, who have legal standing and will be directly affected by the resolution of the protest will be given an opportunity to be heard and to present information before the committee, which will be followed by a statement and the presentation of information from the Procurement Division and other governmental representatives. The Protestant must establish by the preponderance of the evidence that the protest should be granted based upon the law, facts and information presented. The committee is entitled to ask questions of any party at any time during the hearing.

(b) For hearings hereunder, the formal rules of evidence pursuant to the Florida Evidence Code may be relaxed at the sole discretion of the presiding chairperson of the applicable committee. Hearsay evidence may be admissible and used to supplement or explain other evidence.

(c) Unless otherwise provided by the Code, the burden of proof shall rest with the Protestant. The standard of proof for proceedings hereunder shall be whether a Procurement Division recommendation or the decision or intended decision in question was clearly erroneous, arbitrary, or capricious, fraudulent, or otherwise without any basis in fact or law. In any protest proceeding challenging a decision or intended decision to reject all bids, proposals, or replies, the standard of review shall be whether the decision or intended decision is illegal, arbitrary, dishonest, or fraudulent.

(d) A majority vote of the members of the applicable committee shall be required to grant a protest, hereunder; otherwise, the protest shall be denied, and, upon execution by the Mayor or his designee, said vote and/or decision of the applicable awards committee shall be posted and shall represent final agency action.

126.106(e)(8) Independent Agency, Board or Delegated Authority

If a protest is filed and the solicitation is for the benefit of an independent agency, board, or delegated authority that has its own established procurement procedure and does not use the City's procurement process and/or protest procedures, then the person or entity protesting must follow the protest procedures of that independent agency, board, or delegated authority.

CERTIFICATE OF ADOPTION AND IMPLEMENTATION

The preceding Procurement Protest Procedures are hereby adopted this 10th day of November 2021, by the undersigned Chief of Procurement for immediate implementation, and will remain in full force and effect until such time as they may be formally revised, amended, supplemented, suspended, or abolished.

Procurement Division

Gregory Ferise, Chief
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8800-Phone
(904) 255-8837- Facsimile
gferise@coj.net

BID # _ SC-0062-22

DISQUALIFIED/PROBATIONARY
Vendors List

In accordance with the City's Procurement Code 126.201 (1) (1), the Chief of Procurement and all agencies are advised to cease doing business with disqualified vendors as they appear on this list. However, any existing contracts held by the vendors listed below should be completed.

VENDOR	VENDOR-FEIN #	Date of Disqualification	Eligibility Reinstatement Date
Able Lumber and Supply	593198312	07/18/1997	07/18/1998
*Aquino Construction Company, Inc.	00001424	04/19/2018	04/19/2021
Armored Car Services	593191058	02/10/2000	02/10/2001
*Arnett Contracting, Inc.	223965485	06/04/2010	06/04/2013
Ashland Technologies, Inc.		12/03/2021	PERMANENTLY
*Aztec American Builders, Inc.	00012849	01/10/2018	01/10/2021
**B. Robinson Corporation	00008704	10/24/2018	10/24/2019
C & H Construction	593216284	03/07/2002	03/07/2003
Carolina Paper Mill	593579372	10/20/1980	10/20/1981
*Cleft Landscape Mgmt.	590036843	10/26/2000	10/26/2001
Concerned Citizens of Developing the Disable, Inc. d/b/a A.I.C.R.		07/23/1998	07/23/1999
Court Yard Concepts	593198312	05/07/1997	05/07/1998
Creed Company	45357941	03/07/1990	03/07/1991
D&D Site Work, Inc.		10/9/2013	10/9/2016
Elite Public Safety		03/25/2000	03/25/2001
Fire Defense Centers	593035606	06/08/1987	06/08/1988
*First Coast Site Contractors	273995727	10/26/2012	10/26/2013
**Francbeth, Inc.	593658944	07/9/2014	07/9/2015
*GA Janitorial Cleaning Svcs., Inc.	010684614	08/31/2009	08/31/2010
George Patterson & Assoc.	59317759	06/05/1998	06/05/1999
G K Solutions	593541756	09/08/1999	09/08/2000
**J&J Recycling and Demo, LLC	*****1758	04/21/2015	10/21/2015
Kingdom Cleaning	*****6694/*****958	8 10/20/2015	10/20/2017
*Process Server Enterprises, LLC	263336079	04/29/2010	04/29/2011
**Ray T. Freiha Construction, Inc.	593615599	06/01/2010	06/01/2012
*The Real Dirt Busters	*****3042	10/26/2012	10/26/2015
**Sheza General Contractors, Inc.	593430930	11/02/2010	11/02/2011
Tiger Tale Publication		05/21/1998	05/21/1999
Whittle & Sons		07/25/1980	07/25/1981

*Vendors disqualified/debarred from bidding as Prime and/or Sub Contractors
**Vendors placed on probation for a period of 6 months or more

Revised 12/07/21

BID # _SC-0062-22_

NO BID FORM

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.
If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

City of Jacksonville
Procurement Division
214 North Hogan St., Room #105
Jacksonville, Florida 32202

We are unable to submit a bid at this time due to the following reason(s):

- ☐ Insufficient time to respond
- ☐ Conflicts with production schedule
- ☐ Do not meet minimum requirements
- ☐ Do not offer these commodities/svcs
- ☐ Unable to meet bond requirements
- ☐ Other (please state below)

_____

_____

_____

Suggestions: _____

_____

Company Name: _____

Signature & Title: _____

Street: _____

City: _____ State: _____ Zip: _____ Phone: _____

PLEASE SUBMIT THIS FORM ONLY; DO NOT SEND BACK THE BID PACKAGE

BID # _SC-0062-22_

BUY AMERICAN PREFERENCE COMPLIANCE CERTIFICATE
Section 126.114

The bidder or offeror certifies that at least 51 percent of the items or goods offered for sale to the City as specified in this bid document are manufactured, assembled, and/or produced in the United States. Each end good, product or materials, are manufactured, assembled and produced in the United States and that for other than commercially available off-the-shelf (COTS) items, the bidder or offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

The bidder or offeror shall also list as foreign end goods, products or materials, those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the 126.114 definition of "manufactured, assembled and produced" in the United States.

Goods, Supplies, Equipment Materials, or Printed Matter:

Line Item No.	Country of Origin	Percent Manufactured	Percent Produced	Percent Assembled	Percent TOTAL

The bidder or offeror must provide documented evidence supporting the certification that the items offered for sale and proposed meet the BAP requirements stated above and are in accordance with City Ordinance Code 126.114.

Authorized Signature of Officer of Firm: _____ **Date:** 3/4/2022

Justin Schwier- Supervisor, Proposals

Company Name CDW Government LLC

BID Project No. SC-0062-22

*CDW Government LLC is a Value-Added Reseller, not a manufacturer, and cannot with all certainty guarantee the origin of the products we distribute. For up to date, and the most accurate information on the origin of the products, and where they were assembled please contact the manufacturer specific to the item requested.

75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 1, 2022

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is 36-4230110. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
CDW Government LLC, CDW Government

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) ▶ C

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) 5

Exemption from FATCA reporting code (if any) N/A

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

5 Address (number, street, and apt. or suite no.) See instructions.
230 N Milwaukee Avenue

Requester's name and address (optional)

6 City, state, and ZIP code
Vernon Hills, IL 60061

7 List account number(s) here (optional)

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
36 – 3310735

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ 01/01/2022

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.*

AGENCY CUSTOMER ID: 10227766
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Aon Risk Services Central, Inc.		CDW Corporation
POLICY NUMBER		
See Certificate Number: 570089592641		
CARRIER	NAIC CODE	EFFECTIVE DATE
See Certificate Number: 570089592641		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Commercial General Liability

Commercial General Liability

Policy# 6605D53096A

State and Insurer(s) Affording Coverage

California	Travelers Property Casualty Company of America	NAIC# 25674
All Other	Travelers Indemnity Company of America	NAIC# 25666

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E-Verify Proof of Registration

E-Verify ID Number: 731442

All new coworkers are processed through E-verify which involves the verification checks of the Social Security Administration (SSA) and Department of Homeland Security (DHS) databases, effective 3/26/2008.

PROCUREMENT DIVISION

NOTIFICATION OF RECOMMENDED BID REJECTION

Date: March 21, 2022

Via Email: ricardo.pryor@insight.com

Bidder's Name: Insight Public Sector

Address: 13755 Sunrise Valley Dr., Suite 750, Herndon, VA 20171

Contact Name: Ricardo Pryor

Bid No: SC-0062-22

Title: PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

Date Opened: March 09, 2022

REASON FOR RECOMMENDED BID REJECTION: For being non-responsive; specifically, for not meeting the minimum delivery requirements.

If you wish to protest the recommended rejection of this bid, please respond in accordance with the City of Jacksonville's bid protest procedures and email a copy to the City Purchasing Analyst associated with the protested bid.

NOTE: This intended action is only a recommendation to the appropriate Awarding Authority. The authority recommending award for this bid is the General Government Awards Committee scheduled for Thursday, March 24, 2022 at 1:00 p.m.

Purchasing Analyst's Signature: _____

Bryan Matus, Purchasing Analyst

214 N. Hogan St., Suite 800 | Jacksonville, FL 32202 | Phone: 904.255-8815 | Fax: 904.255-8837

Matus, Bryan

From:	Matus, Bryan
Sent:	Monday, March 21, 2022 1:42 PM
To:	ricardo.pryor@insight.com
Cc:	Freeman, Dustin; Pease, Gregory; Laidler, Marilyn
Subject:	Bid Rejection Notice: SC-0062-22 PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM
Attachments:	SC-0062-22 BID REJECTION LETTER FOR Insight Public Sector.pdf
Importance:	High

Tracking:

Recipient	Delivery
ricardo.pryor@insight.com	
Freeman, Dustin	Delivered: 3/21/2022 1:42 PM
Pease, Gregory	
Laidler, Marilyn	Delivered: 3/21/2022 1:42 PM

Good afternoon,

Please find the attached bid rejection notice. This email will serve as notification of receipt.

Thanks,

Bryan Matus
Purchasing Analyst
Procurement Division
Finance and Administration Department
214 N. Hogan Street, Suite 800
Jacksonville, FL 32202
Phone: 904.255.8815
Email: bmatus@coj.net

CITY OF JACKSONVILLE

****** Florida has a very broad public records law. As a result, any written communication created or received by City of Jacksonville officials and employees will be made available to the public and media, upon request, unless otherwise exempt. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact our office by phone. ******

TERMS AND CONDITIONS
PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

1. **SCOPE**

The City of Jacksonville's **KIDS HOPE ALLIANCE** is currently accepting bids to obtain a source of supply for the item(s) / service(s) as outlined in the bid documents provided. The purpose of this bid invitation is to obtain information about your firm and its ability to provide these item(s) / service(s) and to obtain pricing commitments for **PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM** as listed in the bid documents.

2. **AWARD**

Award will be **ALL OR NONE** to the lowest responsive, responsible bidder subject to the Buy American Preference clause described below. Bidders must bid on all items to be considered for award. The City reserves the right to reject any or all bids. ALL awards are subject to the availability of funds.

As per Section 126.114 of the City of Jacksonville Ordinance Code, preference will be given to a responsive and responsible vendor offering American manufactured, assembled, or produced goods, and who is within 5% of the lowest responsive and responsible bidder. To receive this preference, the bidder must complete the attached Buy American Preference Compliance Certificate and attach supporting documentation and/or evidence attesting that at least 51% offered in the bid response is manufactured, assembled or produced in the United States.

- Bidder is not required to submit for the Buy American Preference. Bidders may quote items less than 51% American made but will not be eligible for the preference.
- Restrictions and exemptions may apply. Please refer to Section 126.114 for specifics.

3. **TERM OF AGREEMENT**

This is a one-time purchase.

4. **MINIMUM REQUIREMENTS**

Bidders should submit or comply with the following requirements; failure to submit any of these requirements may be grounds for rejection:

a. Vendor shall provide proof of applicable local business license.

b. Product to be delivered within 14 Business days from date of Purchase Order.

5. **PRE-BID CONFERENCE**

There is not a pre-bid meeting scheduled for this bid.

6. **STATE CONTRACTS**

The City reserves the right to utilize contracts established by the State of Florida and or other governmental agencies for item(s)/service(s) covered under this bid. The city reserves the right to cancel this contract in whole or in part for such item(s)/service(s).

7. **QUANTITIES**

Quantities indicated are fixed.

8. DELIVERY

214 North Hogan Street, 9th Floor
Jacksonville, FL 32202
Attention: Amy Hills 904.489.4147

A packing list shall accompany all shipments, which shall indicate, at a minimum, the following; purchase order number, item number and description, date of shipment, quantity ordered, and shipped, unit price, and unit of measure.

9. ESCALATION/DE-ESCALATION

All pricing submitted shall remain firm for the initial term period. Upon renewal (if applicable), a supplier may submit in writing a request for price escalation/de-escalation for the percentage of change as listed in the Consumer Pricing Index (CPI) and/or documentation notifying of an industry wide increase. The City reserves the right to decline any price increase request.

10. PRICES

All unit prices shall include **freight, delivery, and handling charges** to the delivery location as outlined in the bid documents.

11. PICK UP AND RETURNS

The City reserves the right to return an order in whole or in part if the merchandise is not in compliance with the bid specifications. The City or its agencies will determine compliance with bid specifications. Pick up and returns will be made within 48 hours of notification at no charge to the City or its agencies.

12. COMPLIANCE WITH SPECIFICATIONS

The bidder, by affixing their signature to the bid form submitted, agrees to provide item(s)/service(s) in accordance with the bid documents provided. Bid only a single offering for each bid item. Multiple offerings, alternates (unless stated) and or stipulations may be cause for bid rejection. Bid only on forms provided herein unless otherwise stated. Bid submissions shall be in ink or typewritten. All corrections must be initialed.

13. INVOICING

Invoices will be issued once supplies/services are delivered and/or rendered to the City of Jacksonville or its agencies. At a minimum, invoices must include; purchase order number or contract number, item number and description, date of shipment, quantity ordered and shipped, unit prices, unit of measure, and extended totals. Payment terms are Net 30 days. All original invoices shall be submitted to: COJ1CloudInvoices@coj.net. The invoice email subject line **MUST BE:** inv_300000008806179. Invoices can also be submitted through the 1Cloud Supplier Portal.

14. INSURANCE/INDEMNIFICATION

Each supplier shall maintain, for the entire term of this bid, current insurance coverage as stated in the bid documents. All insurance certificates shall list the City of Jacksonville as an additional insured. Bid number should be listed on certificate.

15. REPORTING

The City may request, during the term of this bid, reports including but not limited to; usage, pricing, and delivery. Suppliers will be required to provide reports requested in hard copy and electronic format as required.

16. SUPPLIER ACCESSIBILITY

The City or its representative must be able to contact, during normal business hours, by telephone or email any supplier providing goods or services to the City or its agencies. Any supplier accessibility requirements outlined in the specifications supersede this section.

SPECIFICATIONS

All questions or discrepancies regarding the bidding process or the bid documents must be submitted in writing to Bryan Matus, Purchasing Analyst, at bmatus@coj.net by the date and time specified on the Bid Form. When submitting a bid, please be sure to write the bid name and number and your company's name, address, and phone number on the **outermost** sealed envelope or package.

The Kids Hope Alliance is looking to purchase laptops and other equipment for the STEM Center for Teens. Below is the description of the items being requested:

- Apple MacBook Air 13" M1 8C8C 16GB RAM 512GB SSD
  - Color: Space Gray
  - 16GB Unified Memory
  - 13" Retina Display with True Tone
  - Touch ID
  - M1 Chip with 8-core CPU,8-core GPU and 16-core Neural Engine
  - 512GB SSD Storage
  - Magic Keyboard
  - MFG.PART: Z125-2000762592
- AppleCare+ - extended service agreement - 3 years
  - MFG.PART: S9788LL/A
- Apple Magic Mouse
  - Mouse – Bluetooth
  - MFG.PART: MK2E3AM/A
- Logitech HD Pro Webcam C922 – webcam
  - Webcam
  - 720p
  - H.264
  - Color
  - 1080p
  - MFG.PART: 960-001087
- Samsung BE82T-H 82" 4K UHD Display
  - UHD Picture Quality
  - Plug and Play the Content
  - MFG.PART: BE82T-H
- Tripp Lite Mobile TV Floor Stand Cart Height-Adjustable LCD 60-100" Display
  - Mobile TV stand supports mounting of large flat-panel TVs or interactive whiteboards incl. Promethean models
  - Display height adjusts from 47-65"
  - Portable Mount/ flat panel TV Mount/ Portable Display/ display mount cart
  - Holds most flat-panel displays from 60-100 in. up to 220lbs
  - Compatible w/ Samsung/ Acer/ Apple/ Sony/ LG/ Planar/ NEC/ Philips/ HP/ Lenovo/ Dell/ Viewsonic Displays and TVs w/ compatible VESA hole mounting patterns
  - 5 Year Tripp Lite Warranty
  - MFG.PART: DMCS60100XX
- LocknCharge iJ - cart - for 36 tablets / notebooks
  - Cart (charge and secure)
  - Lockable
  - For 36 tablets / notebooks
  - Steel
  - MFG.PART: LNC7-10333

All orders must be received within 14 business days after receipt of a Purchase Order. Products may be shipped or hand delivered. In the event the awarded bidder fails to deliver within these guidelines, the City reserves the right to make necessary purchases outside of the contract.