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:
Due to a supply chain issue, the low bidder could not meet the minimum requirement of delivering the product within 14 days from the Purchase Order date. Kids Hope Alliance requests approval to waive the minimum delivery requirement as a minor irregularity as the proposed 30-day delivery term is acceptable to the using agency.

Recommend approval to award Insight Public Sector as the lowest responsive, responsible bidder. This will be for a one-time purchase in accordance with the solicitation. The total award for to Insight Public Sector shall not exceed $78,536.49.

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, 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

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 Insight Public Sector Proposal for Bid No. SC-0062-22 for the STEM Hub, Funded by the Florida Department of Education.

DATE: March 14, 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 for Approval of rejecting the minimum requirements of the product delivery within 14 days of purchase order as a minor irregularity because of the current supply chain issues. The product is needed as soon as possible because it is needed for grant programming.
2) Request approval and of Insight Public Sector Proposal for Bid No. SC-0062-22 for materials to supply the STEM Hub, Funded by the Florida Department of Education.

The KHA anticipates funding as the follows:

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

Grant Funding: **$78,536.49**

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
No. Invited: (6) No. Received: (4) Other: (0)
BUYER: BRYAN MATUS, PURCHASING ANALYST

ITEM	DESCRIPTION	Qty	Unit	Better Direct LLC		Complete Tablet Solutions, LLP. Dba CTS		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	$ 7,085.94
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	

SUBMIT ONE (1) *ORIGINAL* AND ONE (1) COPY

ONE CITY. ONE JACKSONVILLE.

PURCHASE OF LAPTOPS AND OTHER EQUIPMENT FOR STEM PROGRAM

FOR

KIDS HOPE ALLIANCE

BID NO.: SC-0062-22

OPEN DATE: March 9, 2022

TIME: 2:00 P.M.

PLACE: 1ST FLOOR, ED BALL BUILDING, 214 N. HOGAN ST.,
ROOM #110, JACKSONVILLE, FL 32202

The City of Jacksonville Procurement Division Bid Opening is currently being held via Zoom teleconference in accordance with State issued Executive Order 20-69.

The Zoom teleconference can be accessed by going to the City of Jacksonville's Procurement Division page and opening Procurement Division Formal Bid Opening Notice in the following link:

https://www.coj.net/departments/finance/procurement/bidding-opportunities

CITY OF JACKSONVILLE
PROCUREMENT DIVISION

PRE-BID CONFERENCE: NA

DATE:
TIME:
PLACE:

LENNY CURRY
MAYOR

GREGORY PEASE
CHIEF PROCUREMENT
DIVISION

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X Signed Bid Form
X Bid Proposal Form
X Conflict of Interest
X Requirements Listed in Specifications
X Addendums
___ Warranty Form (Supplier Warranty Information)

EQUAL BUSINESS OPPORTUNITY PROGRAM

ENCOURAGEMENT PLAN FOR JACKSONVILLE SMALL AND EMERGING BUSINESS PROGRAM

It is an official policy of the City of Jacksonville to encourage the maximum participation of Jacksonville Small Emerging Business (JSEB) in its contract awards based upon availability.

This project has been designated to be under the Equal Business Opportunity Program and has been selected to utilize the following method for achieving JSEB utilization and goals under the Equal Business Opportunity Program: The Encouragement Plan.

Under the encouragement plan, vendors are required to make all efforts reasonably necessary to ensure that City certified JSEB have a full and fair opportunity to compete for performance on this project.

Bidders/Suppliers Consultants or any entity doing business with the City shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of the work under this contract.

Please use the attached form 1 (Schedule of Participation) to submit JSEB Participation on this Bid. You may contact the Jacksonville Small & Emerging Business Office at (904) 255-8620 to verify the status of a JSEB or visit our web site at: www.JSEB.coj.net.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

JSEB FORM 1

CITY OF JACKSONVILLE SMALL & EMERGING BUSINESS PROGRAM

SCHEDULE OF JSEB SUPPLIER/ CONSULTANT/ SUBCONTRACTOR

NAME OF BIDDER _____

PROJECT TITLE _____

BID NUMBER _____ TOTAL BASE BID AMOUNT _____

NAME OF SUB FIRM	Federal I.D. NO.	JSEB (Y/N)	TYPE OF WORK TO BE PERFORMED	* TOTAL CONTRACT VALUE

The undersigned acknowledges and agrees that, if any of the above-listed JSEBs are not, for any reason, properly certified with the City, in accordance with Ordinance 2003-602, at the time of bid opening, the bid will not be considered low and meeting the participation percentage goal as defined herein.

The undersigned will enter into a formal Agreement with the JSEB Suppliers/Consultants/Subcontractors identified herein for work listed in this schedule, as well as any applicable alternates, conditioned upon execution of a contract with the City of Jacksonville. Under penalties of perjury, I declare that I have read the foregoing conditions and instructions and the facts are true to the best of my knowledge and beliefs.

Signature: _____ Title: _____ Date: _____
Signature of Prime Contractor

Print Name: _____

* For solicitations that are not project specific, such as office 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.

Attach additional list of subcontractors/sub-consultants as needed.

JSEB FORM 2

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 submitted 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

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 Clearing, Technical Support, etc.

FOR CITY OF JACKSONVILLE USE ONLY

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

Note:
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 respective explanation of any differences or JSEB participation from original contract commitment

REV 4/26/2018

BID # _ SC-0062-22_

BID FORM

City of Jacksonville
Procurement Division

DATE:

THIS FORM MUST BE SIGNED AND INCLUDED IN BID SUBMISSION	
COMPANY NAME AND ADDRESS: Insight Public Sector FEI/SSN # 36-3949000	SUBMIT BID IN DUPLICATE Bid to be submitted before 2:00 P.M. to 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 30 ___ % discount 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 * business days from receipt of Purchase Order

We have received addenda ✓ through 3/1/22	Handwritten Signature of Authorized Officer of Firm	Date 3/9/22
	Ricardo R. Pryor - Account Executive Print Individual's Name & Title	407-417-3364 / 760-9161 Phone Number / Fax Number
	Ricardo.pryor@insight.com Email Address	

* All items currently in-stock. Except for apple mouse with 30 day lead time
** Items in-stock are first come first served basis.

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 it 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 Order 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 03/16)

GENERAL CONDITIONS

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 fact 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 bond, 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, tri-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)

GENERAL CONDITIONS

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.

GENERAL CONDITIONS

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.

(FORM GB-103, revised 04 16)

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(c)(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(c)(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(c)(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 abrogated.

Procurement Division

Gregory Hope, Chief
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202
(904) 255-8800-Phone
(904) 255-8837 Facsimile

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	593035696	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
*G.A 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 12/17/2

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: _____

Company Name_____

BID Project No._____

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

Account Executive
Title

Insight Public Sector
Company

3/9/22
Date

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	$1,228.86	$62,671.86
2	AppleCare+ - extended service agreement - 3 years	51	EA	$ 138.94	$ 7,085.94
3	Apple Magic Mouse	51	EA	$ 72.00	$ 3,672.00
4	Logitech HD Pro Webcam C922 – webcam	4	EA	$ 88.58	$ ~~[illegible]~~ 354.32
5	Samsung BE82T-H 82" 4K UHD Display	1	EA	$ 1,650.00	$ 1,650.00
6	Tripp Lite Mobile TV Floor Stand Cart Height-Adjustable ~~LCD 60-100" Display~~	1	EA	$ 621.99	$ 621.99
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	$ 1,240.19	$ 1,240.19
				TOTAL:	$ 78,526.49

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.

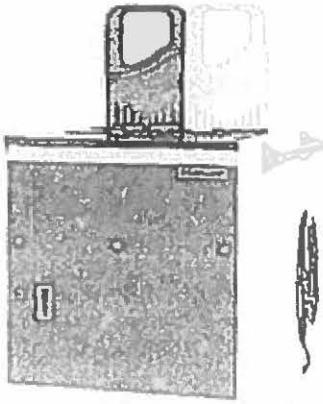
IDS 9/4 D Podiz Sector

Company Name

Authorized Signature

ANYWHERECART

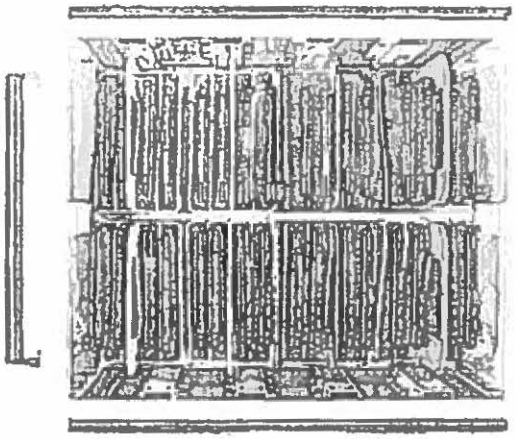
MAKING THE



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

32 Device Smart Charging Cart

32 Devices Smart Charging Baskets



Heavy Gauge Sub Metal Construction

• Intel-Sense Smart Charging System

Multi-Point Locking Tilt Bars

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

Height:	**37"**	**Device Spacing:**	**1.18"**	**Product Weight:**	**128 lbs**
Width:	**29"**	**Basket Depth:**	**14.5"**	**Shipping Weight:**	**137 lbs**
Depth:	**26"**	**Basket Height:**	**11.5"**		

ANYWHERECART CLASSROOM SOLUTIONS

END OF ADDENDUM #1

Toll Free: 888-650-4488
sales@anywherecart.com
42055 Zevo Drive Temecula California 92590

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.