

RESOLUTION NO. 2022 - 50

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD BID NO. 22-39; PURCHASE OF TOUGHBOOK 55'S & DOCKING STATIONS TO INSIGHT PUBLIC SECTOR, INC, AS THE LOWEST, RESPONSIVE AND REONSIBLE BIDDER, AND TO ISSUE A PURCHASE ORDER FOR THE PURCHASE OF TOUGHBOOK 55'S & DOCKING STATIONS.

RECITALS

WHEREAS, the purchase of Toughbooks and docking stations for SJC Fire Rescue was included in the FY 22 approved budget; and

WHEREAS, through the County's formal Bid process, Insight Public Sector, Inc. was the lowest, responsive, responsible bidder; and

WHEREAS, the County finds that said purchase serves a public purpose; and

WHEREAS, the purchase has been budgeted by SJC Fire Rescue in FY22.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award Bid No. 22-39 to Insight Public Sector, Inc., as the lowest, responsive, responsible bidder, and is further authorized to issue a purchase order for the purchase of TOUGHBOOK 55's & Docking Stations.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, on this 15th day of February, 2022.

ATTEST: Brandon J. Patty,
Clerk of the Circuit Court & Comptroller

By: Sam Holterman
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF
ST. JOHNS COUNTY, FLORIDA**

By: Henry Dean
Henry Dean, Chair

Rendition Date 2/17/22



**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE PURCHASE OF TOUGHBOOK 55'S & DOCKING STATIONS

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR

OPENED BY LEIGH DANIELS
TABULATED BY JORDY FUSCO
VERIFIED BY LEIGH DANIELS

BID NUMBER 22-39

ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT

OPENING DATE/TIME January 5, 2022 2:00 PM

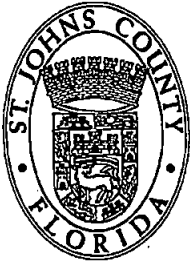
FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL

POSTING DATE/TIME FROM 01/05/22 4:00 PM UNTIL 01/10/22 4:00 PM

HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

BIDDERS	UNIT PRICE FOR TOUGHBOOK 55'S	UNIT PRICE FOR HAVIS DOCKING STATION	DELIVERY DATE				
HOWARD TECHNOLOGY SOLUTIONS	\$2,611.00	\$848.00	12 weeks				
INISGHT PUBLIC SECTOR, INC	\$2,336.96	\$701.53	90 days				
DANA SAFETY SUPPLY	\$2,481.16	\$736.37	2/15/2022				
MOBILE COMMUNICATIONS AMERICA	\$2,292.50	\$748.44	3/1/2022				

BID AWARD DATE - _____



ST. JOHNS COUNTY
PURCHASING DEPARTMENT
500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Wylie Thibault, Director of Information Systems
FROM: April Bacon, Purchasing Buyer
SUBJECT: Bid No. 22-39 Purchase of TOUGHBOOK 55'S & Docking
DATE: January 5, 2022

Attached are copies of the bid proposals received for the above mentioned bid along with a copy of the Bid Tabulation Sheet.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Department Head Approval Wylie Thibault
Date 1-7-22
Budget Amount \$121,000 + \$35,200
Account Funding Title Computer Hardware
Funding Charge Code 1224-56403
Award to Insight Public Sector
Award Amount \$133,693.56

**ST. JOHNS COUNTY
BID TABULATION**

BID TITLE PURCHASE OF TOUGHBOOK 55'S & DOCKING STATIONS

BID NUMBER 22-39

OPENING DATE/TIME January 5, 2022 2:00 PM

POSTING DATE/TIME FROM 01/05/22 4:00 PM UNTIL 01/10/22 4:00 PM

ANY BIDDER AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY BID, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS COUNTY, A WRITTEN NOTICE OF INTENT FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE BID TABULATION PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

OPENED BY
TABULATED BY
VERIFIED BY

LEIGH DANIELS
JORDY FUSCO
LEIGH DANIELS

BIDDERS	UNIT PRICE FOR TOUGHBOOK 55'S	UNIT PRICE FOR HAVIS DOCKING STATION	DELIVERY DATE				
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DANA SAFETY SUPPLY	\$2,481.16	\$736.37	2/15/2022				
MOBILE COMMUNICATIONS AMERICA	\$2,292.50	\$748.44	3/1/2022				

BID AWARD DATE - W/ JLD/A 1-7-22

BID NO: 22-39

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: 1/3/2022

BID PROPOSAL OF

Insight Public Sector, Inc.

Full Legal Company Name

13755 Sunrise Valley Drive, Herndon VA 20171

480-409-6992

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-39 Purchase of TOUGHBOOK 55's & Docking Stations**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

UNIT PRICE FOR TOUGHBOOK 55's (EACH) *See Below Update

\$ 2,336.96

Amount Written in Numerals

Two Thousand Three Hundred Thirty Six Dollars and Ninety Six Cents

/100

Amount Written in Words

UNIT PRICE FOR HAVIS DOCKING STATION (EACH)

\$ 701.53

Amount Written in Numerals

Seven Hundred and One Dollars and Fifty Three Cents

/100

Amount Written in Words

DELIVERY DATE: 90 Days to ship ARO

The Unit Price shall be the total unit price for each TOUGHBOOK 55 and/or each Docking Station. It is the intent of the County to purchase an initial quantity of forty-four units at this time. The County may at its discretion purchase additional units throughout FY22 at the quoted rates.

Note: All unit prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the unit price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

*We are responding with an updated part number provided by Panasonic.

SKU: FZ-55FZ006VM

Desc: Win10 Pro, Intel Core i7-1185G7 (up to 4.8GHz), vPro, 14.0" FHD 1000 nit Gloved Multi Touch, 16GB, 512GB OPAL SSD, Intel Wi-Fi 6, Bluetooth, Infrared Webcam, Standard Battery, TPM 2.0, Emissive Backlit Keyboard, Flat

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

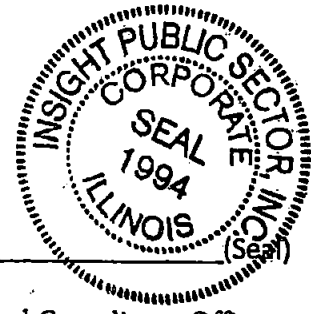
No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

BID NO: 22-39



CORPORATE/COMPANY

Full Legal Company Name: Insight Public Sector, Inc.

By: [Signature]
Signature of Authorized Representative

Lisanne Steinheiser Global Compliance Officer
(Name & Title typed or printed)

By: _____
Signature of Authorized Representative

(Name & Title typed or printed)

Address: 13755 Sunrise Valley Drive, Herndon VA 20171

Telephone No.: (480) 409-6992

Fax No.: () _____

Email Address for Authorized Company Representative: lisanne.steinheiser@insight.com

Federal I.D. Tax Number: 36-3949000

DUNS #: 117326289
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: () _____

Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St. Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Conflict of Interest Disclosure Form
 - Attachment "C" – Local Preference
 - Attachment "D" – E-Verify Affidavit
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments, and a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO.: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

ATTACHMENT "A"
ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF: Arizona
COUNTY OF: Maricopa

Before me, the Undersigned authority, personally appeared Lisanne Steinheiser who being duly sworn, deposes and says he is Global Compliance Officer (Title) of the firm of Insight Public Sector, Inc. Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-39 Purchase of TOUGHBOOK 55's & Docking Stations, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this 3rd day of January, 2022.
[Signature]
Signature of Affiant

Lisanne Steinheiser Global Compliance Officer
Printed Name & Title of Affiant
Insight Public Sector, Inc.
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3rd day of January, 2022, by Lisanne Steinheiser, who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public
My Commission Expires: 9-25-23

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO.: 22-39 PURCHASE OF TOUGHBOOKS 55's & DOCKING STATIONS

ATTACHMENT "B"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 22-39 Purchase of TOUGHBOOK 55's & Docking Stations

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent:

Insight Public Sector, Inc.

Authorized Representative(s):


Signature

Lianne Steinheiser
Global Compliance Officer
Print Name/Title

Signature

Print Name/Title

BID NO: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

ATTACHMENT "C"
LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "D" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "D".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above AND self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

_____ Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

X _____ Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.



Signature – Authorized Respondent Representative

Lisanne Steinheiser Global Compliance Officer

Printed Name & Title

1/3/2022

Date of Signature

BID NO: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

ATTACHMENT "D"
E-VERIFY AFFIDAVIT

STATE OF Arizona
COUNTY OF Maricopa

I, Lisanne Steinheiser (hereinafter "Affiant"), being duly authorized by and on behalf of Global Compliance Officer (hereinafter "Consultant/Vendor") hereby swears or affirms as follows:

1. Consultant/Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Vendor further understands and agrees that in the event of such termination, Consultant/Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Vendor's breach.

DATED this 3rd day of January, 2022.

[Signature]
Signature of Affiant

Lisanne Steinheiser Global Compliance Officer
Printed Name & Title of Affiant

Insight Public Sector, Inc.
Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 3rd day of January, 2022 by Lisanne Steinheiser, who is personally known to me or has produced _____ as identification.

[Signature]
Notary Public
My Commission Expires: 9/25/23





INSIGHT PUBLIC SECTOR SLED
 6820 S HARL AVE
 TEMPE AZ 85283-4318
 Tel: 800-467-4448

SOLD-TO PARTY 10242725

ST JOHNS COUNTY SHERIFFS OFC
 4015 LEWIS SPEEDWAY
 SAINT AUGUSTINE FL 32084-8611

SHIP-TO

ST JOHNS COUNTY
 4455 AVENUE A STE 100
 SAINT AUGUSTINE FL 32095-5204

Quotation	
Quotation Number :	224487373
Document Date :	17-DEC-2021
PO Number :	
PO Release :	
Sales Rep :	Ricardo Pryor
Email :	RICARDO.PRYOR@INSIGHT.COM
Telephone :	+14804096992

We deliver according to the following terms:

Payment Terms : Net 30 days
 Ship Via : PERIMETER INTERNATIONAL/LTL
 Terms of Delivery : FOB DESTINATION
 Currency : USD

Material	Material Description	Quantity	Unit Price	Extended Price
<u>FZ-55FZ006VM</u>	Panasonic Toughbook 55 - Rugged - 180-degree hinch design - Core i7 1185G7 / 3 GHz - Win 10 Pro 64-bit - Iris Xe Graphics - 16 GB RAM - 512 GB SSD NVMe - 14" IPS touchscreen 1920 x 1080 (Full HD) - Wi-Fi 6 OPEN MARKET	100	2,336.96	233,696.00
<u>DS-PAN-432</u>	Havis DS-PAN-432 - docking station - VGA, HDMI OPEN MARKET	100	701.53	70,153.00
			Product Subtotal	303,849.00
			TAX	0.00
			Total	303,849.00

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

Ricardo Pryor
 +14804096992
 RICARDO.PRYOR@INSIGHT.COM
 Fax 4807607266

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.

This purchase is subject to Insight's online Terms of Sale unless you have a separate purchase agreement signed by you and Insight, in which case, that separate agreement will govern. Insight's online Terms of Sale can be found at the "terms-and-policies" link below.

Effective Oct. 1, 2018, the U.S. government imposed tariffs on technology-related goods. Technology manufacturers are evaluating the impact on their cost and are providing us with frequent cost updates. For this reason, quote and ecommerce product pricing is subject to change as costs are updated. If you have any questions regarding the impact of the tariff on your pricing, please reach out to your sales team.

SOFTWARE AND CLOUD SERVICES PURCHASES: If your purchase contains any software or cloud computing offerings ("Software and Cloud Offerings"), each offering will be subject to the applicable supplier's end user license and use terms ("Supplier Terms") made available by the supplier or which can be found at the "terms-and-policies" link below. By ordering, paying for, receiving or using Software and Cloud Offerings, you agree to be bound by and accept the Supplier Terms unless you and the applicable supplier have a separate agreement which governs.
<https://www.insight.com/terms-and-policies>



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

January 18, 2022

RE: Bid No: 22-39 Purchase of TOUGHBOOK 55's & Docking Stations

Please be advised that the St. Johns County Purchasing Division is issuing this Notice of Intent to Award a contract to Insight Public Sector, Inc., as the lowest responsive, responsible bidders for Bid No: 22-39 Purchase of TOUGHBOOK 55's & Docking Stations. This notice will remain posted until 9:00 AM, Friday, January 21, 2022.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Division receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award contracts.

Please forward all correspondence, requests or inquiries directly to April Bacon, Procurement Coordinator at abacon@sjcfl.us.

Sincerely,

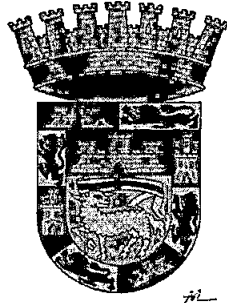
**St. Johns County
Board of County Commissioners**

A handwritten signature in black ink, appearing to read "Leigh A. Daniels", is written over a horizontal line.

County Representative Signature

Date: 1/18/22

Leigh A. Daniels, CPPB
Purchasing Manager
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

BID NO: 22-39

PURCHASE OF TOUGHBOOKS 55's & DOCKING STATIONS

**St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150
www.sjcfl.us/Purchasing/index.aspx**

FINAL 12.8.21

BID NO: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

TABLE OF CONTENTS

FRONT END BID DOCUMENTS

Instruction to Bidders

Official County Bid Form

Attachments:

Attachment "A" – St. Johns County Board of County Commissioners Affidavit

Attachment "B" – Conflict of Interest Disclosure Form

Attachment "C" – Local Preference

Attachment "D" – E-Verify Affidavit

SPECIFICATIONS

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INSTRUCTION TO BIDDERS

OWNER: The Board of County Commissioners of St. Johns County, Florida ("County")
PROJECT: Bid No. 22-39 Purchase of TOUGHBOOK 55's & Docking Stations

DEFINITIONS

All definitions set forth in the General Conditions of the Contract or in other Contract Documents are applicable to the Bidding Documents.

Addenda are written or graphic instruments issued by the Purchasing Division prior to the time and date for receiving Bids that modify or interpret the Bidding Documents by addition, deletion, clarification, or corrections.

Base Bid is complete and properly signed proposal to do the work, or designated portion thereof, for the sums stipulated therein supported by data called for by the Bidding Documents.

Bid An offer, as a price, whether for payment or acceptance. A quotation, specifically given to a prospective purchaser upon its request, usually in competition with other vendors

Bid (Formal or Sealed) A request for firm prices by Advertised Legal Notice. Prices are submitted in sealed envelopes and in conformance with a prescribed format, all of which are opened in public on an appointed hour and date as advertised.

Bid Bond A good faith monetary commitment which a bidder or surety forfeits to the County if the bidder refuses, or is unable to enter into a contract after submitting a bid, or the bidder cannot furnish the required bonds, usually five percent (5%) of the bid proposal price.

Bidder is a firm or individual who submits a Bid to the Owner for the work described in the proposed Contract Documents.

Bid Documents include the Advertisement/Notice to Bidders, Front End Bid Documents, Contract Agreement, Specifications and Plans including any Addenda issued prior to receipt of Bids.

Contract A delivered agreement between two or more parties, legally binding and enforceable, to perform a specific act or acts or exchange goods for consideration. A purchase order becomes a contract when accepted by a vendor. A unilateral contract is one in which only one party promises performance. A bilateral contract is one in which both parties promise performance.

Contractor An individual or firm having a contract to provide goods, service or construction for a specified price

County St. Johns County, a political subdivision of the State of Florida (F.S. 217.73)

Responsible Bidder A bidder capable of performing in all respects to fulfill the contract requirements. This includes having the ability to perform, the experience, reliability, capacity, credit, facilities and equipment to meet the contractual obligation.

Responsive Bid, Responsive Proposal, or Responsive Reply A bid, proposal, or reply submitted by a responsive and responsible vendor conforming in all material respects to the solicitation.

Specifications A clear, complete and accurate statement of the physical, functional or technical requirements descriptive of an item and if applicable, the procedure to be followed to determine if the requirements are met.

Subcontractor A party who contracts with a prime contractor to perform all or any part of the prime contractor's obligations.

Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the contract documents which shall include all labor, materials, equipment and any other item/s essential to accomplish the scope of work of the Unit Price.

BIDDER'S REPRESENTATION

Each Bidder, by marking his Bid, represents that he has read and understands the Bid and Contract Documents and his Bid is made in accordance herewith: he has visited the Site and has familiarized himself with the local conditions under which the Work is to be performed; and his Bid is based upon the materials, systems and equipment described in the Bid Documents without exceptions.

BID DOCUMENTS

Bid Documents may be obtained from www.demandstar.com or SJC Purchasing, in the number and for the purchase sum, if any, as stated in the Advertisement or Invitation - Notice to Bidders. Complete sets of Bid Documents shall be used in preparing the Bid Proposal. St. Johns County shall not assume any responsibility for errors or misinterpretations resulting from the use of complete or incomplete sets of Bid Documents. The Owner, in making copies of the Bid Documents available on the above terms, do so only for the purpose of obtaining bids on the Work and do not confer a license or grant for any other use.

INTERPRETATION OR CORRECTION OF BID DOCUMENTS

Bidders shall promptly notify the Owner of any ambiguity, inconsistency, or error which they may discover upon examination of the Bid Documents or of the site and local conditions. Bidders requiring clarification of interpretation of the Bid Documents shall make a written request to the Owner, to reach him at least **Seven (7) days** prior to the date for receipt of Bids.

An interpretation, correction, or change of the bidding Documents will be made by Addendum. Interpretation, corrections, or changes of the Bid Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretation, corrections, and change. No change will be made to the Bid Documents by the Owner or its Representative **five (5) days** prior to Bid receiving date, however, the Owner reserves the authority to decrease this time depending on the necessity of such change.

SUBSTITUTIONS

The materials, products and equipment described in the Bid Documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution. No substitution will be considered unless written request for approval has been submitted by the Bidder and has been received by the Owner at least **seven (7) days** prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute, including drawings, cuts, performance and test data any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is

upon the proposer. The project director's approval or disapproval of a proposed substitution shall be final.

If County Staff approves any proposed substitution, such approval will be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

DESIGNATED POINT OF CONTACT

The County's Designated Point of Contact for this Bid is April Bacon, Procurement Coordinator, St. Johns County Purchasing Division. Any and all questions and/or inquiries shall be directed, *in writing*, via email to abacon@sjcfl.us. In the event the Designated Point of Contact is absent or otherwise unavailable for more than three (3) business days, firms may contact Leigh A. Daniels, CPPB, Purchasing Manager at ldaniels@sjcfl.us.

Vendors shall not contact, lobby, or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the Bid until contract(s) are executed by all parties, per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications. St. Johns County reserves the right to accept or reject any or all bids/proposals, waive minor formalities, and to award the bid/proposal that best serves the interests of St. Johns County. St. Johns County also reserves the right to award the base bid and any alternate bids in any combination that best suits the needs of the County.

QUESTIONS

Any and all questions related to this project shall be directed, *in writing*, to the Designated Point of Contact. Questions are due no later than five o'clock (5:00PM EDST) on **Wednesday, December 22, 2021** so that any necessary addenda may be issued in a timely manner. Any questions received after the deadline will not be answered unless previously approved by the SJC Purchasing Manager or other designated County Representative.

ADDENDA

Addenda will be distributed to all who are known by the entity responsible for distribution of the complete set of Bid Documents. Copies of Addenda will be made available for inspection wherever Bid Documents are on file for that purpose.

Each Bidder shall ascertain prior to submitting a bid, that all issued addenda have been received, and each Bidder **shall** acknowledge receipt, of all issued addenda in the space provided in the Official County Bid Form, and a fully acknowledged copy of each issued addendum must be included in the submitted bid proposal. Failure to provide fully acknowledged copies of each addendum may result in a bid proposal being deemed non-responsive.

BID SUBMITTAL REQUIREMENTS

Bids shall be submitted in **TRIPLICATE (one (1) original and two (2) copies)** on the required forms provided herein, by or before **Wednesday, January 5, 2022 at 2:00 PM EDST**. All blanks on the Bid Form shall be filled in by typewriter or manually in blue or black ink. Bidders are not required to submit a copy of this Bid Document with their bid proposals. The bidders are required to submit, at a minimum, the Bid Proposal Attachments listed in this Document.

Bid proposals must be placed in an envelope, sealed and placed in a second envelope or container, plainly marked on the outside addressed to St. Johns County Purchasing Division, with the bidder's return address in

top left hand corner and recite: "**BID NO: 22-39 Purchase of TOUGHBOOK 55's & Docking Stations**"

See Example Below:

ABC Company, Inc.
123 Aviles Street
St. Augustine, FL 32084

St. Johns County Purchasing Division
500 San Sebastian View
St. Augustine, FL 32084

BID NO.: XX-XX – SEALED BID FOR SAMPLE PROJECT

At the end of this document, a sealed Bid mailing label is provided for convenience. Bidders shall affix the provided label to the outside of the sealed envelope/container to submit their Bid.

Bidder shall assume full responsibility for timely delivery at location designated for receipts of Bids. Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Advertisement/Notice to Bidders, or any time extension thereof made by Addendum. Bids received after the time and date for receipt of Bids will be returned to the sender unopened.

Oral, telephonic, telegraphic or electronic Bids are invalid and will not receive consideration.

Where so indicated by the makeup of the Bid Form, sums shall be expressed in both words and figures, and in the case of discrepancy between the two, the amount expressed in words shall govern. Any interlineations, alteration or erasure must be initialed by the signer of the Bid, failure to do so may cause the Bidder's proposal to be considered non-responsive.

Any interlineations, alteration or erasure must be initialed by the signer of the Bid; failure to do so may cause the Bidder's proposal to be considered non-responsive.

Bidder shall make no stipulation on the Bid Form nor qualify his Bid in any manner, to do so will classify the Bid as being non-responsive.

A Delegation of Authority must be submitted for any representative signing a submitted bid proposal, who is not a principal, officer, or owner of the bidding company.

A Bid submitted by an agent shall have a current Power of Attorney attached certifying agent's authority to bind the Bidder.

Each copy of the Bid Proposal shall include the company name, address, telephone number and legal name of Bidder and a statement whether Bidder is sole proprietor, a partnership, a corporation or any other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporation seal affixed.

BID POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any bids that are not submitted in accordance with the terms in this Bid Solicitation. The County may re-advertise this Bid; postpone or cancel, at any time, this Bid process; or waive any irregularities in this Bid or in the proposals received as a result of this Bid.

MODIFICATION OR WITHDRAWAL OF BID

A Bid may not be modified, withdrawn or canceled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and Bidder so agrees in submitting his Bid.

Prior to time and date designated for receipt of Bids, a Bid submitted early may be modified or withdrawn only by notice to the party receiving Bids at the place and prior to the time designated for receipt of Bids.

Such notice shall be in writing over the signature of the Bidder. If by telephone, written confirmation over the signature of Bidder must be mailed and postmarked on or before the date and time set for receipt of Bids; it shall be so worded as not to reveal the amount of the original Bid.

Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

Any submitted Bid that is not withdrawn prior to the deadline provided herein shall be considered an irrevocable offer for a period of ninety (90) consecutive calendar days.

COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of bids to the County, or any work performed in connection therewith, shall be borne by the Bidder(s). No rights of ownership will be conferred until title of the property is transferred to the successful bidder. All fees for copying and reproduction services for items listed herein are nonrefundable.

CONSIDERATION OF BIDS

Opening of Bids: Unless stated otherwise in an Addendum, the properly identified Bids received on time will be opened publicly as specified in the Bid Documents. The Bid Tabulation will be posted on the Purchasing Division bulletin board for seventy two (72) hours.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by an term, condition, procedure or specification with respect to any bid, invitation, solicitation of proposals or requests for qualifications, shall file with the Purchasing Division for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, not of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Division and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated by reference and are fully binding.

Rejection of Bids: The County shall reject any material, supplies, or equipment that do not meet the specifications provided herein. The County reserves the right to reject any or all Bids and in particular to reject a Bid not accompanied by any required Bid Security or data required by the Bidding Documents or a Bid in any way incomplete or irregular.

Acceptance of Bid (Award): The County shall have the right to reject any or all Bids or waive any minor formality or irregularity in any Bid received.

It is the intent of the County to award to the lowest responsive, responsible Bidder(s), or lowest responsive,

responsible Local Bidder(s), based upon the Unit Price(s) provided in the submitted bid; provided it is responsive to the requirements of this Request for Bids. The County reserves the right to split the award between multiple low bidders, if doing so provides a cost savings, and serves the best interest of the County.

The County may, at its sole discretion, purchase additional equipment, as specified in the bid, under the terms of the bid, and at the unit pricing submitted in the awarded bid throughout Fiscal Year 2022 (FY22).

If an award is made, it will be awarded within a minimum of ninety (90) days from the date of the Bid opening, or as designated in the Bid Documents.

If only one (1) bid is received, the County reserves the right to negotiate with the responding Bidder, if the submitted bid is responsive to the requirements provided herein. The bid may also be rejected and re-advertised, in order to best serve the needs of the County.

DELIVERY TERMS

All prices shall be Free On Board (F.O.B.) destination.

All materials, equipment and supplies shall be subjected to rigid inspection under the immediate supervision of the Purchasing Division, its designee and/or the department to which they are delivered. If, during the inspection, defective materials, equipment, or supplies are discovered, the vendor shall be responsible for replacing the defective materials, equipment, and supplies without additional compensation by the County. It is expressly understood and agreed that the inspection of materials by the County will in no way lessen the responsibility of the vendor or release him from his obligation to perform and deliver to the County sound and satisfactory materials, equipment or supplies. The vendor agrees to pay the costs of all tests upon defective material, equipment or supplies or allow the cost to be deducted from any payments from the County.

DELIVERY: F.O.B. Destination
St. Johns County Management Information Systems
4455 Avenue A., Suite 103
St. Augustine, FL 32095
Attn: Wylie Thibault

COOPERATIVE OR PIGGYBACK PURCHASE: Any bidder(s) awarded a contract under this bid agree(s) that such constitutes a bid price to all State, County, Local agencies and Political Subdivisions of the State of Florida under the same conditions, process and effective period as this bid, should the awarded bidder(s) deem it in the best interest of their business to do so.

PAYMENT TERMS

Payment terms are Net Thirty (30) days, in accordance with Chapter 218.74(2) Florida Statutes.

PAYMENT/INVOICE

Payments will be processed promptly after completion of delivery of items and after receipt of properly prepared and verified or approved invoices.

Invoices must contain the following information:

- Vendor's name and address
- Ship to address
- Purchase order number

- Itemization of each item purchased to include:
 - Description
 - Unit Price
 - Quantity
 - Total Price
 - Total Amount of Invoice
 - Date of Delivery

Invoices must not reflect any outstanding back orders.

Invoices must be delivered to the using departments for payment.

LOCAL PREFERENCE

The County shall review all submitted bids to determine whether or not there is a Local Business within ten percent (10%) of the responsive, responsible low bid. If so, County shall verify all qualification requirements to validate the Vendor as a Local Business, in accordance with Section 302.25, SJC Purchasing Procedure Manual. If the lowest bid from a Local Business is responsive and the Bidder is responsible to perform the work, and the submitted bid is within ten percent (10%) of the low bid, the Local Bidder shall have forty eight (48) hours to agree, in writing, to match the low bid amount. If the Local Bidder agrees to match the low bid amount within the timeframe provided, the Local Bidder shall be awarded the bid, provided they meet any and all other requirements of the County. If the Local Bidder refuses, or fails to agree to match the low bid, the County shall consider the non-local low bid for award.

In order to receive local preference consideration, vendor must qualify as a local business, and self-perform, or have perform by subcontractors that qualify as a local business, a minimum of fifty percent (50%) of all work. Fifty percent (50%) of all work must equal fifty percent (50%) of the contract price.

Each Bidder must submit **Attachment "C"** – Local Preference.

INDEMNITY

To the fullest extent permitted by law, the Vendor shall indemnify, defend, and hold harmless the County, its officials, and employees, from and against liability, claims, damages, losses and expenses including attorney's fees arising out of or resulting from performance of the work, provided that such liability, claims, damages, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including loss of use resulting therefrom, but only to the extent caused in whole or in part, by negligent acts or omissions of the Vendor, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of the Vendor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or a Subcontractor under workers' compensation acts, disability benefits acts or other employee benefits acts.

FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or

other causes beyond the control of the undersigned.

TAXES

Project is subject to Federal Excise and Florida Sales Taxes, which must be included in Bidder's proposal.

INSURANCE

The Vendor shall not commence work on this purchase until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Vendor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Vendor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Compliance with the foregoing requirements shall not relieve the Vendor of its liability and obligations under this purchase.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Vendor shall maintain during the life of this Contract, Comprehensive General Liability Insurance to protect the Vendor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Vendor or by anyone directly employed by or contracting with the Vendor.

The Vendor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

GOVERNING LAWS & REGULATIONS

The Vendor shall be responsible for being familiar and complying with any and all federal, state, and local laws, ordinances, rules and regulations that, in any manner, affect the work required under this contract. The agreement shall be governed by the laws of the State of Florida and St. Johns County both as to interpretation and performance.

For the projects awarded under this contract relating to an Emergency declaration, the Vendor will comply with the strictest provisions of Federal 2 CFR 200, State, and Local procurement Rules, Regulations and/or Ordinances, etc.

EMPLOYMENT ELIGIBILITY AND MANDATORY USE OF E-VERIFY

As a condition precedent to any award, and in accordance with section 448.095, F.S., Vendor and its subcontractors shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Vendor shall require each of its subcontractors to provide Vendor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Vendor shall maintain a copy of such affidavit through and until final acceptance and payment.

- b. The County, Vendor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subcontractor knowingly violated these provisions regarding employment eligibility, but Vendor otherwise complied, shall promptly notify Vendor and Vendor shall immediately terminate the contract with the subcontractor.
- d. The County and Vendor hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Vendor acknowledges that, in the event that the County terminates this award for Vendor's breach of these provisions regarding employment eligibility, then Vendor may not be awarded a public contract for at least one (1) year after such termination. Vendor further acknowledges that Vendor is liable for any additional costs incurred by the County as a result of the County's termination of this award for breach of these provisions regarding employment eligibility.
- f. Vendor shall incorporate in all subcontracts made pursuant to this award the provisions contained herein regarding employment eligibility.

Each Bidder must submit **Attachment "D" – E-Verify Affidavit.**

PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this transaction shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Vendor's performance constitutes an act on behalf of the County, Vendor shall comply with all requirements of Florida's public records law. Specifically, if Vendor is expressly authorized, and acts on behalf of the County, Vendor shall:
 - (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this transaction that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law, if the Vendor does not transfer the records to the County; and
 - (4) Upon acceptance of delivered product(s), transfer, at no cost, to the County all public records in possession of the Vendor or keep and maintain public records required by the County.

If the Vendor transfers all public records to the County upon acceptance of the product(s), the Vendor shall

destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of this Agreement, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Vendor to comply with the requirements of this section shall be grounds for immediate, unilateral termination by the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AWARD, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**500 San Sebastian View
St. Augustine, FL 32084
(904) 209-0805
publicrecords@sjcfl.us**

END OF SECTION

**OFFICIAL COUNTY BID FORM
WITH ATTACHMENTS**

BID NO: 22-39

OFFICIAL COUNTY BID FORM
ST. JOHNS COUNTY, FLORIDA

TO: THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

DATE SUBMITTED: _____

BID PROPOSAL OF

Full Legal Company Name

Mailing Address

Telephone Number

Fax Number

Bidders: Having become familiar with requirements of this solicitation, and having carefully examined the Bid Documents and Specifications entitled for **Bid No: 22-39 Purchase of TOUGHBOOK 55's & Docking Stations**, the undersigned proposes to furnish all materials, labor and equipment, delivery and all other applicable requirements to submit the following Bid Proposal summarized as follows:

PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

UNIT PRICE FOR TOUGHBOOK 55's (EACH)

\$ _____

Amount Written in Numerals

/100

Amount Written in Words

UNIT PRICE FOR HAVIS DOCKING STATION (EACH)

\$ _____

Amount Written in Numerals

/100

Amount Written in Words

DELIVERY DATE: _____

The Unit Price shall be the total unit price for each TOUGHBOOK 55 and/or each Docking Station. It is the intent of the County to purchase an initial quantity of forty-four units at this time. The County may at its discretion purchase additional units throughout FY22 at the quoted rates.

Note: All unit prices submitted shall include labor, materials, equipment, transportation, integration and any and all other costs associated to supply any or all of the specified items in accordance with the requirements provided herein. All prices shall be final cost to the County for each item below.

In the event the unit price(s) are illegible, the County reserves the right to determine the submitted bid as non-responsive and remove the bid from consideration.

The pricing offered in this Bid Proposal shall remain firm for a period of ninety (90) days from the Bid opening date.

During the preparation of the Bid, the following addenda, if any, were received:

No.: _____ Date Received:

No.: _____ Date Received:

No.: _____ Date Received:

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned are interested, in this proposal, as principals, and that this proposal is made without collusion with any person, firm or corporation, and we have carefully and to our satisfaction examined the Bid Documents and Project Specifications.

We have made a full examination of the proposed work and the sources of supply for any specified materials, and we hereby agree to furnish all necessary labor, equipment and materials, fully understanding that any quantities shown therewith are approximate only, and that we will fully complete all requirements therein as prepared by the Owner, within the same time limit specified in the Bid Documents as indicated above.

If the Undersigned is notified of the acceptance of this Bid Proposal by the Board within ninety (90) calendar days for the time set for the opening of Bids, the Undersigned further agrees, to execute a contract for the above work within ten (10) days after notice that his Bid has been accepted for the above stated compensation in the form of a Contract presented by the Owner.

BID NO: 22-39

CORPORATE/COMPANY

Full Legal Company Name: _____ (Seal)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

By: _____
Signature of Authorized Representative (Name & Title typed or printed)

Address: _____

Telephone No.: (____) _____ Fax No.: (____) _____

Email Address for Authorized Company Representative: _____

Federal I.D. Tax Number: _____ DUNS #: _____
(If applicable)

INDIVIDUAL

Name: _____
(Signature) (Name typed or printed) (Title)

Address: _____

Telephone No.: (____) _____ Fax No.: _____

Email Address: _____

Federal I.D. Tax Number: _____

- Submittal Requirements:
- Official County Bid Form
 - Attachment "A" – St. Johns County Board of County Commissioners Affidavit
 - Attachment "B" – Conflict of Interest Disclosure Form
 - Attachment "C" – Local Preference
 - Attachment "D" – E-Verify Affidavit
 - Fully Acknowledged Addenda Applicable to this bid

Official County Bid Form, Attachments, and a fully acknowledged copy of each Addendum applicable to this Bid and submitted with each copy of the Bid Proposal.

BID NO.: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

ATTACHMENT "A"
ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS AFFIDAVIT

TO: ST. JOHNS COUNTY, BOARD OF COUNTY COMMISSIONERS,
ST. JOHNS COUNTY, ST. AUGUSTINE, FLORIDA.

At the time the proposal is submitted, the Bidder shall attach to his Bid a sworn statement. This sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association, or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF: _____
COUNTY OF: _____

Before me, the Undersigned authority, personally appeared _____ who being duly sworn, deposes and says he is _____ (Title) of the firm of _____ Bidder submitting the attached proposal for the services covered by the bid documents for Bid No: 22-39 Purchase of TOUGHBOOK 55's & Docking Stations, in St. Johns County, Florida.

The affiant further states that no more than one proposal for the above-referenced project will be submitted from the individual, his firm or corporation under the same or different name, and that such Bidder has no financial interest in the firm of another bidder for the same work. That neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this firm's Bid on the above-described project. Furthermore, neither the firm nor any of its officers are barred from participating in public contract lettings in the State of Florida or any other state.

DATED this _____ day of _____, 20_____.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this _____ day of _____, 20_____, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

BIDDER ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFADAVIT TO EACH BID.

BID NO.: 22-39 PURCHASE OF TOUGHBOOKS 55's & DOCKING STATIONS

ATTACHMENT "B"
CONFLICT OF INTEREST DISCLOSURE FORM

Project (RFQ, RFP, BID) Number/Description: Bid No 22-39 Purchase of TOUGHBOOK 55's & Docking Stations

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/vendor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Vendors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Vendors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/vendor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:



I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.



The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s):

Signature

Print Name/Title

Signature

Print Name/Title

BID NO: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

ATTACHMENT "C"
LOCAL PREFERENCE

Any Respondent that meets the criteria of a Local Business, in accordance with Section 302.25 of the SJC Purchasing Procedure Manual, must complete and sign this Attachment "D" to indicate their qualification to receive local preference. All required documentation to demonstrate that the Respondent meets all qualification criteria as a local business must be included in the submitted proposal/submittal with this Attachment "D".

In order to qualify for local preference Respondent must provide sufficient documentation to demonstrate:

- A physical, brick and mortar place of business located within the geographic boundaries of St. Johns County, with a valid mailing address, in an area zoned for the conduct of such business, from which the Vendor has operated or performed business on a day-to-day basis that is substantially similar to those specified in the solicitation for a period of at least one (1) calendar year prior to the issuance of the solicitation. No PO Boxes shall be accepted.
- Local address above must be registered as the Vendor's principal place of business with the Divisions of Corporations Florida Department of State for at least one (1) calendar year prior to the issuance of this RFP.
- Submit current and valid Local Business Tax Receipt, and must have Local Business Tax Receipts issued by the St. Johns County Tax Collector from at least one (1) calendar year prior to issuance of this RFP.
- Must qualify as a local business as shown above **AND** self-perform a minimum of fifty percent (50%) of all services under the awarded Contract, or must have a minimum of fifty percent (50%) of all services performed by qualified local businesses as sub-contractors or sub-consultants.

If qualifying for local preference through the use of qualified local sub-contractors or sub-consultants, Respondent must submit all required documentation to demonstrate the above requirements of all proposed sub-contractors and sub-consultants for local preference consideration with the submitted proposal.

_____ Respondent is a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

If Respondents selects this option, by signing below, Respondent certifies that the firm qualifies as a local business in accordance with the requirements stated above, OR certifies that the submitted local business proposed as sub-contractors or sub-consultants meet the requirements for local preference AND that a minimum of fifty percent (50%) of all services shall be performed by local businesses as proposed.

_____ Respondent is not a Local Business as defined in Section 302.25, SJC Purchasing Procedure Manual

If Respondent selects this option, Respondent is not seeking consideration for local preference, and is not required to submit the documentation provided above.

Signature – Authorized Respondent Representative

Printed Name & Title

Date of Signature

BID NO: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

ATTACHMENT "D"
E-VERIFY AFFIDAVIT

STATE OF _____
COUNTY OF _____

I, _____ (hereinafter "Affiant"), being duly authorized by and on behalf of _____ (hereinafter "Consultant/Vendor") hereby swears or affirms as follows:

1. Consultant/Vendor understands that E-Verify, authorized by Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), is a web-based system provided by the United States Department of Homeland Security, through which employers electronically confirm the employment eligibility of their employees.
2. For the duration of Contract No. _____ (hereinafter "Agreement"), in accordance with section 448.095, F.S., Consultant/Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant/Vendor and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor.
3. Consultant/Vendor shall comply with all applicable provisions of section 448.095, F.S., and will incorporate in all subcontracts the obligation to comply with section 448.095, F.S.
4. Consultant/Vendor understands and agrees that its failure to comply with all applicable provisions of section 448.095, F.S. or its failure to ensure that all employees and subcontractors performing work under the Agreement are legally authorized to work in the United States and the State of Florida constitute a breach of the Agreement for which St. Johns County may immediately terminate the Agreement without notice and without penalty. The Consultant/Vendor further understands and agrees that in the event of such termination, Consultant/Vendor shall be liable to the St. Johns County for any costs incurred by the St. Johns County resulting from Consultant/Vendor's breach.

DATED this _____ day of _____, 20__.

Signature of Affiant

Printed Name & Title of Affiant

Full Legal Name of Consultant/Vendor

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____, who is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires: _____

SPECIFICATIONS

BID NO: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

SPECIFICATIONS:

It is the intent of the County to purchase an initial quantity of forty-four (44) units of the TOUGHBOOK 55's & Docking Stations specified below; and to utilize the awarded Bid(s) to purchase additional units throughout FY22.

Item #1

PART #: FZ-55CA601VM
EQUIPMENT: Panasonic TOUGHBOOK 55
DISPLAY: 14.0" FHD 1920 x 1080 Capacitive Touch
CPU: Intel® Core™ i7-1185G7 vPro™ processor – Up to 4.8GHz with Turbo Boost, 12MB cache
STORAGE/MEMORY: 16GB DDR4 SDRAM
HARD DRIVE: 512GB quick-release OPAL NVMe SSD with heater
SOFTWARE: Windows 10 Pro 64-bit
WARRANTY: 3-year limited warranty, parts and labor

Item #2

PART #: DS-PAN-432
EQUIPMENT: Havis Vehicle Dock (dual pass) with LIND Power Supply
KEY FEATURES: Powered USB-A (2), VGA, HDMI, Ethernet, Serial, Dual RF, Antenna Switch
120W LIND power supply (bare wire)
VESA 75 mounting pattern
DIMENSION: 13.5" x 11.9" x 3.5"
COMPATIBLE PRODUCTS: Panasonic TOUGHBOOK 55, 54
WARRANTY: 3 Years

****NOTE:** Part numbers are provided for specification purposes only; equivalents may be submitted as provided in the bid documents.

SEALED BID MAILING LABEL


BID NO: 22-39 PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed BID"**

SEALED BID • DO NOT OPEN	
SEALED BID NO.:	BID NO: 39
BID TITLE:	PURCHASE OF TOUGHBOOK 55's & DOCKING STATIONS
DUE DATE/TIME:	By 2:00PM – January 5, 2022
SUBMITTED BY:	_____
	Company Name

	Company Address

	Company Address
DELIVER TO:	St. Johns County Purchasing Dept. 500 San Sebastian View St. Augustine FL 32084



END OF BID DOCUMENT