



**CITY OF PANAMA CITY BEACH
INVITATION TO BID**

**PCB22-31 ITB
Computer and Networking Equipment Bulk Hardware Purchase**

Issued By:

City of Panama City Beach
17007 Panama City Beach Parkway
Panama City Beach, Florida 32413
(850) 233-5100
Website: <http://www.pcbfl.gov>

Date of Issue: November 18, 2021

Responses Due: December 13, 2021

INVITATION TO BID

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

The City of Panama City Beach is accepting electronic (e-submission) and sealed Bids for **PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE** for the purchase of computers, switches, servers, NAS storage solution, and routers. This solicitation is for purchase of hardware, peripherals, shipment of hardware, and warranty on hardware for the specified length stated in the scope of work section.

All Bids must be received no later than **December 13, 2021, at 2:00 PM CDT** at which time all Bids will be publicly opened and read.

Bid Documents may be downloaded online at www.demandstar.com or at the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> starting on **November 18, 2021**.

- Electronic Bids will only be accepted when submitted through the DemandStar's Bid portal. Emailed submissions will not be accepted.
- Alternatively, one original and one copy along with an electronic copy (USB flash drive preferred) may be delivered to the City Hall Office at the address below. Any sealed Bid submitted on paper must identify and clearly mark the Bid # **PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE** on the package. Receipt of a Bid by any Panama City Beach Office, receptionist or personnel other than the City Hall's front desk does not constitute "receipt" as required by this solicitation. The time received at City Hall shall be conclusive as to the timeliness of receipt.

All paper Bids shall be sealed and delivered or mailed to:

**City of Panama City Beach City Hall
ATTN: Purchasing Manager
17007 Panama City Beach Parkway
Panama City Beach, FL 32413**

The Owner reserves the right to accept or reject any or all Bids (in whole or in part) with or without cause and to waive technicalities, irregularities, or informalities.

Any and all questions regarding the Bidding documents shall be directed to City of Panama City Beach Purchasing Manager: **Tina Kunst, Phone: 850-233-5100, ext. 2332 or email: Purchasing@pcbfl.gov**. Contact with other City officials or employees for the purpose of inquiries regarding this bid or the meaning or interpretation of these specifications shall be grounds for disqualification.

SECTION I

INFORMATION FOR BIDDERS

The City of Panama City Beach hereby solicits sealed bids for purchase of computers, switches, servers, NAS storage solution, and routers. It is the intention of this solicitation to find a vendor or combination of vendors for purchase of hardware, peripherals, shipment of hardware, and warranty on hardware for the specified length stated in the scope of work section.

BID DUE DATE & TIME: Monday, December 13, 2021 AT 2:00 P.M. CDT. Bid packages shall be submitted electronically through DemandStar, mailed or hand-delivered to City Hall, located at 17007 Panama City Beach Parkway, Panama City Beach Florida 32413. Bids are to be received NO LATER THAN 2:00 P.M. after which time receipt will officially be closed. Bids received after the specified time and date will not be accepted. The City will not be responsible for mail delays, late or incorrect deliveries. The time/date stamp in the City Hall or on DemandStar will be the official authority for determining late Bids.

NOTE: Bids will be opened on the same date and time as identified above. The Bid opening will be conducted in a public meeting to begin at 2:00 P.M. on, December 13, 2021. The location of the opening will be the City Council Room, City Hall, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.

All paper Bids must be executed and submitted in a single sealed package. Bidder shall mark Bid package, **PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE**. Bidder's name and return address should be clearly identified on the outside of the package.

Bidders submitting paper Bids must submit two (2) complete paper Bid responses (one (1) original and one (1) copy) along with one (1) electronic formatted copy that includes all supporting documentation:

A complete BID response shall consist of the following required documents:

- | | |
|------------------------|----------------------------------|
| 1. Bid Form | 5. Non-Collusion Affidavit |
| 2. References | 6. Public Entity Crime Statement |
| 3. Drug Free Workplace | 7. Conflict of Interest |
| 4. E-Verify Form | |

Additional reference documents:

1. Notice of Award
2. Agreement

Bidders submitting Electronic Bids must submit all the required documents with Bid and it will only be accepted when submitted through the DemandStar's Bid portal. Emailed or facsimile (fax) submissions will not be accepted.

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All questions about the meaning or intent of the Bid Documents shall be submitted in writing or via email and directed to the Tina Kunst, Purchasing Manager, City of Panama City Beach, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413. Questions sent via e-mail should be submitted to Purchasing@pcbfl.gov. Questions will be answered by a formal written addendum and posted on the City's website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and on DemandStar at www.demandstar.com. Questions received less than SEVEN (7) calendar days prior to Bid due date will not be answered. Only questions answered by formal written addenda will be binding. BIDDER is responsible for verifying questions were received by the Purchasing Manager. It is the sole responsibility of the Bidder to determine if an addendum(s) has been issued.

This is a Unit Price Contract. BIDDERS must satisfy themselves of the accuracy of any estimated quantities and a review of the scope of work and specifications including any ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was misunderstanding concerning the quantities of WORK or of the nature of the WORK to be done.

Submittal of a Bid in response to this Invitation for Bid constitutes an offer by the Bidder. Bids which do not comply with these requirements may be rejected at the option of the City. It is the Bidder's responsibility to ensure that Bid submittals are in accordance with any addenda(s) issued.

Bids not submitted with all the required documents may be rejected.

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SECTION II

TERMS & CONDITIONS

ADDENDUM AND AMENDMENTS TO INVITATION FOR BID: If it becomes necessary to revise or amend any part of this Invitation for Bid, the City’s Purchasing Manager will furnish the revision by written Addendum through the City’s website at <https://www.pcbfl.gov/about-us/rfp-posts-list> and DemandStar’s web portal at www.DemandStar.com. Bidders are solely responsible to ensure they have received all addenda before submitting their Bid.

ADDITIONAL TERMS & CONDITIONS: The City reserves the right to:

1. Accept or reject any and all Bids, whole or in part.
2. Conduct investigations of the qualifications of the Bidder as deemed appropriate.
3. Inspect the individual or organization and take any other action necessary to determine ability to perform in accordance with specifications, terms, and conditions.
4. Reject all submitted Bids and provide for the request of additional Bids whenever it finds that the Bids submitted are not responsive to the request for Bids, that the Bids are not responsible or that the Bid prices are unacceptable.
5. Waive any technicalities or informalities.
6. Award a contract deemed to be in the best interest of the City.
7. Retain all Bids and to use any ideas in a Bid regardless of whether that Bid selected.

ANTI-DISCRIMINATION: The Bidder certifies compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.

AWARD - The City shall award the contract to the lowest fully responsive and responsible Bidder; provided, that the City may award the contract to a Bidder other than the lowest Bidder should it find the lowest Bidder does not offer the reliability, quality of service or product afforded by such other Bidder.

BIDDER ACKNOWLEDGEMENT: By submitting a Bid, the Bidder certifies and or acknowledges that he/she has full knowledge of the scope, nature, and quality of product to be delivered.

Submission of a Bid indicates acceptance by the individual or firm of the conditions contained in this invitation to Bid, unless clearly and specifically noted in the Bid submitted and confirmed in the contract between the City of Panama City Beach and the individual or firm selected.

BIDDER EXPENSES - The City is not responsible for any expenses that Bidder may incur in preparing and submitting Bids called for in this request. The City will not pay for any out-of-pocket expenses, such as word processing; photocopying; postage; per diem; travel

expenses; and the like, incurred by the Bidder. The City will not be liable for any costs incurred by the Bidder in connection with any interviews/presentations (i.e., travel, accommodations, etc.).

CHANGE ORDER - No out-of-scope services shall be provided in the absence of prior written

authorization in the form of a written supplemental agreement and issuance of an appropriate amendment to the contract.

CONFLICT OF INTEREST –The award of any Contract hereunder is subject to the provision of Chapter 112, Florida Statutes. Bidders must disclose with their Bid the name of any officer, director, partner, proprietor, associate or agent which is also an officer or employees of the City or of its boards or committees. Bidders must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's firm or any of its branches or affiliate companies.

COOPERATIVE AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Bidders submitting a response to this Request for Bid agree that such response also constitutes a proposal to other Florida local governments under the same conditions, for the same contract price, and for the same effective period. Each governmental agency desiring to accept this proposal and make an award thereof shall do so independently of any other governmental agency.

Each agency shall be responsible for its own purchases, and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of the ITB. This provision in no way restricts or interferes with the right of any governmental agency to independently procure any or all items.

DEFAULT/FAILURE TO PERFORM: City of Panama City Beach shall be the sole judge of nonperformance, which shall include any failure on the part of the successful Bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this bid document within the time stipulated. Upon default by the successful Bidder to meet any terms of this invitation to bid (ITB), the Purchasing Division will notify the Bidder five (5) days (weekends and holidays excluded) to remedy the default. Failure on the Bidder's part to correct the default within the required five (5) days shall result in the contract being terminated and upon the Purchasing Manager notifying in writing the Bidder of its intentions and the effective date of the termination.

DEVIATION FROM SPECIFICATION - Any deviation from specifications must be clearly stated, explained in detail and accepted by the City Manager in writing. Otherwise, items offered are expected to be in strict compliance with specifications and the successful Bidder shall be held accordingly.

E-VERIFY: The awarded Bidder becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all employees hired after January 1, 2021 and requiring all sub-Bidders to provide an affidavit attesting that the sub-Bidder does not employ, contract with, or subcontract with, an unauthorized alien. The Bidder shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a sub-Bidder knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Bidder, the Bidder may not be eligible for or awarded a public contract for a period of 1 year after the date of termination.

MINOR IRREGULARITIES/INFORMALITIES: The City of Panama City Beach reserves the right to both waive any irregularities or informalities in Bids and to determine, in its sole discretion, whether or not informality is minor.

INSURANCE AND INDEMNIFICATION

- A. Contractor shall at its expense maintain in force during the Term the following described insurance on policies and insurers acceptable to the City. All such insurance shall name the City, its officers, employees and agents as additional insured:
 - 1) Workers Compensation and Employer’s Liability Insurance Coverage. Limits of coverage shall not be less than \$1,000,000 each accident; \$1,000,000 disease each employee; and \$1,000,000 disease aggregate.
 - 2) Commercial General Liability. Coverage shall include bodily injury; property damage and personal injury liability and limits of coverage shall not be less than \$1,000,000 combined single limit for each occurrence and \$2,000,000 aggregate.
 - 3) Business Automobile Liability Coverage. Coverage shall include bodily injury and property damage and limits shall not be less than \$1,000,000 combined single limit for each accident.
 - 4) Excess or Umbrella Liability Coverage. Coverage shall not be less than \$1,000,000 each occurrence and aggregate.
- B. City shall at its option and expense maintain in force during the Term such fire, casualty, and extended coverage insurance covering any City owned improvements on the Site as the City may desire.
- C. Contractor shall at its option and expense maintain in force during the Term such fire, casualty and extended coverage insurance on Contractor's personal property located on the Site, including trade fixtures, equipment, machinery, inventory or other personal property belonging to or in the custody of Contractor, and all such policies must waive any right of subrogation against the City.
- D. All coverage maintained by Contractor pursuant to Subparagraph (a) shall be provided by companies registered and licensed to sell insurance in the state of Florida and which may legally provide the coverage set forth herein, and shall be provided by companies reasonably satisfactory to the City and in form and substance reasonably satisfactory to the City, and shall provide that coverage will not be subject to cancellation, termination, revocation or material change except after thirty (30) days' prior written notice to the City.
- E. Within thirty days of the date of this agreement, and thereafter upon the written request of the City, Contractor shall furnish to the City such certificates of coverage and certified copies of policies pursuant to subparagraph (a). In order to satisfy this provision, the documentation required by this part must be sent to the following address: Attn: Tina Kunst, 17007 Panama City Beach Parkway, Panama City Beach, FL 32413.
- F. Contractor shall indemnify and hold harmless and defend the City and its officers, employees, agents and representatives from and against any and all damages, lawsuits, liabilities, claims, costs and expenses including reasonable attorney's fees ("Damages") arising in whole or in part from: (i) the occupation, use or maintenance of the Site by Contractor or anyone claiming by, through or under Contractor; or (ii) the breach of any of Contractor's representations, warranties, covenants or agreements hereunder, including any Damages arising from the combined fault of Contractor and City, but

excluding any Damages arising solely from the negligence or willful misconduct of the City. The covenants contained in this paragraph shall survive the termination of this Agreement.

- G. If any third-party claim is made against the City that, if sustained, would give rise to indemnification liability of the Contractor under this Agreement, the City shall promptly cause notice of the claim to be delivered to the Contractor and shall afford the Contractor and its counsel, at the Contractor's sole expense, the opportunity to join in defending or compromising the claim. The covenants contained in this paragraph shall survive the termination of this Agreement.
- H. Due to the nature of the services to be provided and the potential impact to the City for loss of work supplies, the Contractor cannot disclaim consequential or inconsequential damages related to the performance of this contract. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or sub- consultants. There are no limitations to this liability.

INTERPRETATIONS: Any questions concerning conditions and specifications shall be directed to the Purchasing Manager. Interpretations, that may affect the eventual outcome of this Bid, will be furnished in writing to all prospective Bidders. No interpretation shall be considered binding unless provided in writing by the City of Panama City Beach.

RIGHT TO REJECT: Bidders are expected to examine the specifications, delivery schedules, Bid prices and extensions and all instructions pertaining to supplies and services. Failure to do so will be at the Bidder's risk. Only the City of Panama City Beach reserves the right to reject all Bids, or any part of any Bid deemed necessary for the best interest of the City. The City may reject any response not submitted in the manner specified by the solicitation documents.

NON-COLLUSION: The Bidder certifies that this Bid has not been arrived at collusively or otherwise in violation of federal, state or local laws. Bidder certifies that this offer is made without prior understanding, agreement, or connection with any corporation, firm or person submitting an offer for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.

No premiums, rebates or gratuities are permitted, either with, prior to or after any delivery of material or provision of services. Any violation of this provision may result in the Contract cancellation, return of materials or discontinuation of services.

NOTIFICATIONS: The City of Panama City Beach's official website for notices, Bids, addendums and other documents is located at <https://www.pcbfl.gov/about-us/rfp-posts-list>. Bidders are also advised that <http://www.demandstar.com> is one of the City's sourcing methods of notices, addendum, Bids and other documented communications. The City is not under any obligation and does not guarantee that Bidders will receive email notifications concerning the posting, amendment or close of solicitations. Vendors are responsible to check <http://www.demandstar.com> or <https://www.pcbfl.gov/about-us/rfp-posts-list> for information and updates concerning solicitations or contact the Purchasing Manager at purchasing@pcbfl.gov.

PAYMENT: Upon acceptance of work by the City, the City shall make payment to the Bidder in accordance with the Local Government Prompt Payment Act, Chapter 218, Florida Statutes. The

City reserves the right, with justification, to partially pay any invoice submitted by the Bidder when requested to do so by the City's Department Representative. All invoices shall be directed to Accounts Payable, City of Panama City Beach.

PUBLIC ENTITY CRIMES: By submission of response to the City's Invitation for Bid, Bidder acknowledges and agrees to the following: A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids for leases of real property to a public entity, may not be awarded or perform work as a Successful Bidder, contractor, supplier, sub-Bidder, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the Convicted Vendor List (Section 287.133, Florida Statutes).

PUBLIC RECORDS: Certain exemptions to the public records law are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his or her response is exempt from disclosure, then the Bidder, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption, otherwise, the City will treat all materials received as public records once that information is determined to be available for public inspection.

If the City rejects all Bids or replies submitted in response to a competitive solicitation and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected Bid or replies remain exempt from Section 119.07(1) and Section 24(a) of the State Constitution until such time as the City provides notice of an intended decision concerning the reissued competitive solicitation, or until the City withdraws the reissued competitive solicitation. A Bid, proposal, or reply is not exempt for longer than 12-months after the initial agency notice rejecting all Bids, Bids or replies.

The City is a public agency subject to Chapter 119, Florida Statutes. The Bidder shall comply with Florida's Public Records law. Specifically, the Bidder shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- 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 the contract if the Bidder does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Bidder or keep and maintain public records required by the public agency to perform the service. If the Bidder transfers all public records to the public agency upon completion of the contract, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public

records disclosure requirements. If the Bidder keeps and maintains public records upon completion of the contract, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

The failure of the Bidder to comply with the provisions set forth in this section shall constitute a material breach of Agreement and shall be cause for immediate termination of the Agreement.

If the Bidder has questions regarding the application of Chapter 119 Florida Statutes, to the Bidder' duty to provide public records relating to this contract, contact the custodian of public records at the City of Panama City Beach City Clerk, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413; 850-233-5100 or CityClerk@pcbfl.gov.

REQUEST FOR ADDITIONAL INFORMATION/CLARIFICATION: The Bidder shall furnish such additional information/clarification as the City may reasonably require. This includes but is not limited to information that indicates Bidder financial resources as well as the ability to provide and maintain the goods or services requested.

BIDDER/RECOMMENDATION OF AWARD INFORMATION: Notice of Award, Bids currently available, and Tabulation sheets will be available Online. Bidders who do not have Internet access may request a copy of the tabulation by contacting the Purchasing Manager. (NOTE: information will be provided in accordance with the requirements contained in the section above regarding PUBLIC RECORDS).

RESPONSIBLE BIDDER DEFINITION: A Bidder, business entity or individual who submits a Bid and who has furnished, when required, information and data to prove that its financial resources, production or service facilities, personnel, service reputation and experience are adequate and fully capable to make satisfactory delivery of the goods or services described in the Bid.

RESPONSIVE BIDDER DEFINITION: A Bidder, business entity or individual who has submitted a Bid or Bid that fully conforms in all material respects to the ITB and all of its requirements, including all form and substance.

TAX EXEMPTIONS: The City of Panama City Beach is tax exempt. The City of Panama City Beach's tax-exempt number is 85-8012646361C-4.

TERM: Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery and satisfactory inspection of _____ (awarded product(s)).

TIME FOR CONSIDERATIONS: Bids will be irrevocable after the time and date set for the opening of Bids and for a period of ninety (90) days thereafter.

SECTION III

SCOPE OF WORK

The City desires to enter into an agreement with a vendor for the purchase of computers, switches, servers, NAS storage solution, and routers. This agreement is for purchase of hardware, peripherals, shipment of hardware, and warranty on hardware for the time frames listed below. Vendors may respond al a carte or in a singular response as a whole. Any proprietary brand names listed in the minimum requirements can be substituted with equal or better-quality products, they should only be taken as a baseline consideration and not brand specific.

This section describes the functional PC hardware requirements in terms of device types (Desktop, Laptop, and Tablet PCs), peripherals and Operating Systems, as well as any other software to be purchased from the vendor for the systems.

The City needs to know the expected lead time for purchase of hardware as stock availability is a consideration over cost.

Basic Desktop

Processor: Intel Core i5, 11th generation, 3.10 GHz
Hard Drive: 500+ GB Solid State Drive
Memory: 16+ GB DDR4 or better, (1x16GB)
Mouse: Wireless USB Optical 2 button scroll
Keyboard: Wireless USB Windows standard
Speakers: Multimedia speaker bar
Form Factor: Mini Tower, Full Tower, Small Form Factor
Video: two (2) video output sources
Audio: Integrated audio
LAN: Intel Gigabit NIC
Optical Drive: DVD-RW
Energy Efficiency: ENERGY STAR 5.0
OS: Windows 10 x64
3-year warranty

Engineering Desktop

Processor: Intel Core i7, 11th generation, 3.10 GHz
Hard Drive: 1TB+ Solid State Drive
Memory: 32+ GB DDR4 or better, (2x16GB)
Mouse: Wireless USB Optical 2 button scroll
Keyboard: Wireless USB Windows standard
Speakers: Multimedia speaker bar
Form Factor: Mini Tower, Full Tower
Video: Quadro P2200 or equivalent
Audio: Integrated audio
LAN: Intel Gigabit NIC
Optical Drive: DVD-RW
Energy Efficiency: ENERGY STAR 5.0
OS: Windows 10 x64

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

3-year warranty

Laptop

Processor: Intel Core i5, 10th generation and newer, 2.60GHz and Higher

Hard Drive: 256GB Solid State Drive

Memory: 16+ GB DDR4, (1x16GB)

Screen: LCD 15.4" 1920x1080 (minimum)

Audio: Integrated audio

Webcam: Integrated

Microphone: Integrated

Sound: Stereo headphone line out

LAN: Intel Gigabit NIC, RJ45 port, 802.11 a/b/g/n/ac (Intel)

Bluetooth: 4.1 and Above

OS: Windows 10 x64

Energy Efficiency: ENERGY STAR QUALIFIED

3-year warranty

Tablet

Processor: Intel Core i5, 10th generation and newer, 2.60GHz and Higher

Hard Drive: 256GB Solid State Drive

Memory: 16+ GB DDR4, (1x16GB)

Screen: 11.6", FHD (1920 x 1080), 1000 Nit Outdoor-Readable, Glove-Capable Touchscreen

Audio: Integrated audio

Webcam: Integrated

Microphone: Integrated

Sound: Stereo headphone line out

LAN: Intel Gigabit NIC, RJ45 port, 802.11 a/b/g/n/ac (Intel)

Mobile Card: DW5821E Snapdragon X20 4G/LTE Wireless WAN

Bluetooth: 4.1 and Above

OS: Windows 10 x64

Energy Efficiency: ENERGY STAR QUALIFIED

3-year warranty

Monitor 24"

Equal or better to current stock – Dell UltraSharp 24 Monitor – U2422H

Monitor 27"

Equal or better to current stock – Dell UltraSharp 27 Monitor – U2719D

PoE+ 24G Switch

Equal or better to current stock – ARUBA 6100 24G CLASS4 POE 4SFP+ 370W SWITCH (JL677A)

NON-PoE 24G Switch

Equal or better to current stock – ARUBA 6100 24G 4SFP+ SWITCH (JL678A)

Network Attached Storage

Equal or better to current stock – QNAP Gemini – 1000 series TEC-2N16

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

- Required storage 22TB
- 5-year warranty

Server – Main Network Server

Equal or better to current stock – Dell PowerEdge R740/R740XD Motherboard

- Chassis with up to 16x2.5" SAS Hard Drives
- 2x Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W)
- 2x Standard 2U Heatsink
- PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height
- Windows Server 2019 Standard,16CORE,FI,No Med, No CAL, Multi Language
- iDRAC9 Datacenter 14G
- Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC
- IDSDM and Combo Card Reader
- Redundant SD Cards Enabled
- 2x 32GB microSDHC/SDXC Card
- No Internal Optical Drive
- 6 Standard Fans for R740/740XD
- Dual, Hot-plug, Redundant Power Supply (1+1), 750W
- PowerEdge 2U Standard Bezel
- Quick Sync 2 (At-the-box mgmt)
- Power Saving Dell Active Power Controller
- UEFI BIOS Boot Mode with GPT Partition
- 2-Post Rack Sliding Rails
- No Systems Documentation, No OpenManage DVD Kit
- Dell Hardware Limited Warranty Plus On-Site Service
- ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years
- ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended
- ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5 Years
- 12x 16GB RDIMM, 3200MT/s, Dual Rank
- 12x 1.92TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive
 - 20TB of unformatted space in a RAID5 configuration
- 2x 980GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive
 - Mirrored boot volume
- Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Full Height
- SAS 12Gbps HBA External Controller, LP Adapter
- Windows Server® 2019 Standard Edition
 - Licensed cores need to match processor core

Server – Secondary Network Server

Equal or better to current stock – Dell PowerEdge R740/R740XD Motherboard

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

- Chassis with up to 16x2.5" SAS Hard Drives
- 2x Intel Xeon Gold 6244 3.6G, 8C/16T, 10.4GT/s, 24.75M Cache, Turbo, HT (150W)
- 2x Standard 2U Heatsink
- PERC H740P RAID Controller, 8GB NV Cache, Adapter, Full Height
- iDRAC9 Datacenter 14G
- Broadcom 57416 Dual Port 10GbE BASE-T & 5720 Dual Port 1GbE BASE-T, rNDC
- IDSDM and Combo Card Reader
- Redundant SD Cards Enabled
- 2x 32GB microSDHC/SDXC Card
- No Internal Optical Drive
- 6 Standard Fans for R740/740XD
- Dual, Hot-plug, Redundant Power Supply (1+1), 750W
- PowerEdge 2U Standard Bezel
- Quick Sync 2 (At-the-box mgmt)
- Power Saving Dell Active Power Controller
- UEFI BIOS Boot Mode with GPT Partition
- 2-Post Rack Sliding Rails
- No Systems Documentation, No OpenManage DVD Kit
- Dell Hardware Limited Warranty Plus On-Site Service
- ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 3 Years
- ProSupport Mission Critical: 4-Hour 7x24 On-Site Service with Emergency Dispatch, 2 Years Extended
- ProSupport Mission Critical: 7x24 HW / SW Technical Support and Assistance, 5 Years
- 12x 16GB RDIMM, 3200MT/s, Dual Rank
- 6x 1.92TB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive
 - 20TB of unformatted space in a RAID5 configuration
- 2x 980GB SSD SATA Read Intensive 6Gbps 512 2.5in Hot-plug AG Drive
 - Mirrored boot volume
- Broadcom 5719 Quad Port 1GbE BASE-T Adapter, PCIe Full Height
- SAS 12Gbps HBA External Controller, LP Adapter
- Windows Server® 2019 Standard Edition
 - Licensed cores need to match processor core

Main Router

Equal or better to current stock – Sonicwall NSA 2650

- Special Note, this is a required name brand product that must be part of the Sonicwall NSA family to fit in the City's current environment

Secondary Router

Equal or better to current stock – Sonicwall TZ 400 GEN5

- Special Note, this is a required name brand product that must be part of the Sonicwall TZ family to fit in the City's current environment

SECTION IV

REQUIRED DOCUMENTS

BID FORM

This proposal of _____, hereinafter called "BIDDER," organized and existing under the laws of the State of _____ doing business as _____
 (Insert a corporation, "a partnership" or "an individual" as applicable), is hereby submitted to the City of Panama City Beach, hereinafter called "OWNER."

The undersigned, as Bidder, hereby declares that they have examined the bid specifications and informed themselves fully regarding all conditions pertaining to the product requirements.

The Bidder (s) proposes and agrees if this proposal is accepted to contract with the City of Panama City Beach for the unit cost per device as listed on each item for PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE bid specifications in complete accord with the described and reasonably intended requirements of the Invitation to Bid to the satisfaction of the City.

ADDENDUM: It is the sole responsibility of the bidder to determine if any addenda have been issued.

Type of device	Quantity Requested	Quantity Provided	Per Unit Cost	Total Cost - Including estimated shipping	Delivery Time in Weeks
Basic Desktop	40				
Engineering Desktop	7				
Laptop	5				
Tablet	5				
Monitor 24"	64				
Monitor 27"	10				
24 Port PoE+ Switch	16				
24 Port Non-PoE Switch	3				
Network Attached Storage	1				
Main Server	1				
Secondary Server	2				
Main Router	2				
Secondary Router	2				

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

The delivery time for the purchase of hardware as stock availability is a considering factor.

I HEREBY ACKNOWLEDGE, as Bidder's authorized representative that I have fully read and understand all terms and conditions as set forth in this Proposal and upon award of such Proposal, shall fully comply with such terms and conditions.

Submitted By: _____
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: _____
Name of Individual Who Prepared This Bid

Address: _____

Phone: _____

Signature of Authorized Representative of Firm/Contractor

Date

SEAL: (If Bid is by Corporation)

REFERENCES

Bidder shall provide a minimum of three (3) references, for which BIDDER is currently providing or previously provided these types of products within the State of Florida.

BIDDER submits the following three (3) professional references of contracts of comparable size and scope as follows:

1. Client: _____ Contact: _____

Email: _____

Job Name: _____

2. Client: _____ Contact: _____

Email: _____

Job Name: _____

3. Client: _____ Contact: _____

Email: _____

Job Name: _____

DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida State Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more Bids that are equal with respect to price, quality, and service, are received by the State or any political subdivision for the procurement of commodities or contractual services, a Bid received from a business that certifies that has completed a drug-free workplace program shall be given preference in the award process. Established procedure for processing tie Bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
2. Inform employees about the dangers of drug abuse in the workplace the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to any violation of Florida Statutes or of any controlled substance law(s) of the United States or any state five (5) days after such conviction or plea.
5. Impose sanctions on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

AUTHORIZED SIGNATURE _____

COMPANY _____

DATE _____

E-VERIFY FORM

PER FLORIDA STATUTE 448.095, CONTRACTORS AND SUBCONTRACTORS MUST REGISTER WITH AND USE THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES.

THIS FORM MUST BE COMPLETED AND SUBMITTED WITH THE BID/PROPOSAL. FAILURE TO SUBMIT THIS FORM AS REQUIRED MAY DEEM YOUR SUBMITTAL NONRESPONSIVE.

The affiant, by virtue of the signature below, certifies that:

1. The Contractor and its Subcontractors are aware of the requirements of Florida Statute 448.095.
2. The Contractor and its Subcontractors are registered with and using the E-Verify system to verify the work authorization status of newly hired employees.
3. The Contractor will not enter into a contract with any Subcontractor unless each party to the contract registers with and uses the E-Verify system.
4. The Subcontractor will provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized alien.
5. All employees hired by Contractor on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.
6. The City may terminate this Contract on the good faith belief that the Contractor or its Subcontractors knowingly violated Florida Statutes 448.09(1) or 448.095(2)(c).
7. If this Contract is terminated pursuant to Florida Statute 448.095(2)(c), the Contractor may not be awarded a public contract for at least 1 year after the date on which this Contract was terminated.
8. The Contractor is liable for any additional cost incurred by the City as a result of the termination of this Contract.

STATE OF _____
COUNTY OF _____

Authorized Signature

Printed Name

My Commission Expires: _____

Title

Name of Entity/Corporation

Notary Public

Printed Name

NOTARY SEAL ABOVE

NON-COLLUSION AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF _____)

_____ being, first duly sworn, deposes and says that he is _____ of _____, the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham: that said Bidder is not financially interested in or otherwise affiliated in a business way with any other Bidder on the same contract; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidders or person, to put in a sham Bid or that such other person shall refrain from Bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the Bid price or affiant or any other Bidder, or to fix any overhead, profit or cost element of said Bid price, or that of any other Bidder, or to secure any advantage against the City of Panama City Beach, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or Bid are true; and further, that such Bidder has not directly or indirectly submitted this Bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to and subscribed before me this _____ day of _____, 20____.

Notary Public

Printed Name

SWORN STATEMENT UNDER SECTION 287.133(3)(a), FLORIDA STATUTES, ON
PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS AND SUBMITTED WITH THE BID

1. This sworn statement is submitted to _____

By _____

For _____

Whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____
(if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement): _____

2. I understand that a "public entity crime" as defined in Section 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any Bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Section 2871.33 (1)(a) , Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime, or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be

considered an affiliate.

5. I understand that a "person" as defined in Section 287.133 (1)(e), Florida Statute, means any natural person or any entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Bids or applies to Bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the person submitting this sworn statement. [indicate which statement applies.]

_____ Neither the person submitting this sworn statement, nor any affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months.

_____ The person submitting this sworn statement, or an affiliate of the person has been charged with and convicted of a public entity crime causing such person or affiliate to be placed on the convicted vendor list within the last thirty-six (36) months. However, it has been determined, pursuant to Section 287.133, Florida Statutes, that it was not in the public interest to place the person submitting this sworn statement or its affiliate on the convicted vendor list. [Attach a copy of the final order].

7. I understand by my execution of this document, I acknowledge that the person submitting this sworn statement has been informed by the City of Panama City Beach, of the terms of Section 287.133(2)(a) of the Florida Statutes which read as follows: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."
8. I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THE PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY IMMEDIATELY OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

By: _____

Print name: _____

Its: _____

Sworn to and subscribed before me this ___day of _____, 20__.

Personally known _____ OR Produced identification _____

Notary Public- State of _____

My commission expires _____

[printed, typed or stamped
Commissioned Name of Notary Public]

CONFLICT OF INTEREST STATEMENT

Check one:

To the best of our knowledge, the undersigned Respondent has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

or

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 interest for this project. This includes and requires disclosure of any officer, director, partner, proprietor, associate or agent of the Respondent who is also an officer or employee of the City or of its boards or committees.

LITIGATION STATEMENT

Check One:

The undersigned Respondent has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.

The undersigned Respondent, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

Failure to check the appropriate blocks above may result in disqualification of your proposal. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your proposal.

NOTICE OF AWARD

TO: _____

PRODUCT DESCRIPTION:

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

The City of Panama City Beach ("City") has considered the BID submitted by you for the above-described service in response to its Advertisement for Bids dated _____, 20__ and associated Information for Bidders.

You are hereby notified that your pricing schedule has been accepted by the City. Provided, however, nothing in this Notice or your delivery to the City of the Agreement executed by you shall in any manner or way be deemed to create any contract between you and the City. No such contract shall be created unless and until the City signs the Agreement.

You are required by the Information for Bidders to execute the Agreement.

If you fail to execute said Agreement within ten (10) calendar days from the date of this Notice, City will be entitled to consider all your rights arising out of City's acceptance of your BID as abandoned.

You must return an acknowledged copy of this Notice of Award to the City, with the executed Agreement and required Certificates of Insurance, within the above noted ten (10) calendar day period.

Dated this _____ day of _____, 20__.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

AGREEMENT

THIS Computer and Network Bulk Hardware Purchase is made and entered into this _ day of _____, 2021, by and between the **CITY OF PANAMA CITY BEACH, FLORIDA**, a municipal corporation (City) and _____(Vendor).

PREMISES

1. SCOPE OF SERVICES

Vendor will deliver computer and network equipment, as more particularly described in the "Scope of Work" as set forth in Section III and as specifically defined on the bid form submitted by the Vendor.

If the Vendor believes that any particular work/service is not within the scope of work/service of the contract, is a material change, or will otherwise require more compensation to the Vendor, the Vendor must immediately notify the City's Representative in writing of this belief. If the City's Representative believes that the particular work/service is within the scope of the contract as written, the Vendor will be ordered to and shall continue with the work/service as changed and at the cost stated for the work/service within the scope. The Vendor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of this agreement.

2. COMPENSATION

As compensation for the product contemplated herein and performance rendered by Vendor of its duties and obligations hereunder, City shall pay Vendor according to the not to exceed unit bid price submitted on **PCB 22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE**. The City shall pay to the Vendor as full consideration for the delivery of product required by this Agreement, at the BID PRICE contained in the Vendor's bid proposal, upon the basis of actual measured quantities as the same may be finally determined by the City Manager or his designee(s).

- A. Extra and/or Additional Work Changes. Should City at any time during the progress of said work request any alterations, deviations, additions or omissions from said specifications or other contract documents, it shall be at liberty to do so by written authorization to Vendor, and the same shall in no way affect or make void the Agreement. The value of such will be added to or deducted from the contract Bid price, as the case may be, by a fair and reasonable valuation.

3. PAYMENT

Payment will be made in accordance with Florida Prompt Payment Act. Vendor will invoice the City when the delivery and satisfactory inspection of the awarded product has been completed. The invoice shall be sent to accounts payable at City Hall, 17007 Panama City Beach Parkway, Panama City Beach, Florida 32413.

4. TERM

Unless terminated sooner pursuant to the provision of the Termination clauses contained in paragraph 5, and subject to the availability of funds appropriated for this purpose, this Agreement shall take effect on the executed date of award through time of delivery and satisfactory inspection of _____ (awarded product(s)).

5. COMPLIANCE WITH LAWS.

The Vendor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Vendor shall always observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees. The Vendor shall protect and indemnify City of Panama City Beach and all its officers, agents, servants, or employees against any claim or liability arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Vendor, its representatives, sub-Vendors, sub-consultants, professional associates, agents, servants, or employees. Additionally, Vendor shall obtain and maintain at its own expense all licenses and permits to conduct business pursuant to this contract from the federal government, State of Florida, Bay County, or municipalities when legally required, and maintain same in full force and effect during the term of the contract.

6. WARRANTY

The Vendor agrees that, unless otherwise specified in the specifications of the invitation to bid, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable standard warranty the Vendor gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the City by any other provision of the invitation/offer.

ATTORNEY'S FEES

In the event of any litigation hereunder, each party shall be responsible for its own attorney's fees and court costs at all trial and appellate levels and at any mediation or arbitration.

7. REMEDIES

In the event of failure of the Vendor to deliver services in accordance with the contract terms and conditions, the City, after due written notice, may procure the services from other sources and hold the Vendor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have. Failure to cure a breach of a material term hereunder within Twenty-four (24) hours of Vendor's receipt of written notice thereof shall entitle the City to terminate this Agreement. All rights and remedies conferred upon the parties in this Agreement shall be cumulative and in addition to those available under the laws of the State of Florida.

8. CHOICE OF LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any legal proceeding regarding this Agreement shall be brought in the 14th Judicial Circuit in Bay County, Florida.

9. ASSIGNMENT

This Agreement is not assignable

10. SEVERABILITY

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

11. MODIFICATIONS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and Vendor.

12. WAIVER

Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement. A waiver by the City of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

13. NOTICES

Any notice required by this Agreement shall be directed to the parties as follows:

A. As to City:

City Representative: _____

Title/Position: _____

17007 Panama City Beach Pkwy., PCB, FL 32413

Phone: _____

B. As to Vendor:

Contract Representative: _____

Title/Position: _____

Email address: _____

Mailing address: _____

Phone/Cell: _____

14. AGREEMENT

This Agreement, and any exhibits or appendixes attached hereto and incorporated herein, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and

PCB22-31 ITB COMPUTER AND NETWORKING EQUIPMENT BULK HARDWARE PURCHASE

discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

The term "Agreement" means and includes the following documents, all of which are incorporated into this Agreement by this reference:

ADVERTISEMENT FOR BIDS
INFORMATION FOR BIDDERS
GENERAL TERMS AND CONDITIONS
BID PROPOSAL FORM
STATUTES, ON PREFERENCE TO BUSINESSES WITH PUBLIC ENTITY CRIMES STATEMENT
DRUG-FREE WORKPLACE PROGRAMS
NON-COLLUSION AFFIDAVIT
E-VERIFY
NOTICE OF AWARD
AGREEMENT

[Remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Vendor has executed this Agreement as of the day and year first above written.

Signed in the presence of: Vendor

Witness 1 _____

(Print Name): _____

By: _____

Witness 2 _____

(Print Name): _____

ATTEST:

**THE CITY OF PANAMA
CITYBEACH, FLORIDA,**

a municipal corporation

City Clerk

By: _____
Drew Whitman , City Manager