



Purchase Order

City of Jacksonville
 214 N. Hogan Street, Suite 300
 Jacksonville, FL 32202

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| VENDOR | Vendor Number: 00000962 DataWorks PPlus, LLC 728 N. Pleasantburg Drive Greenville, SC 29607 |
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| PO Date: 2/1/2013 |
| Buyer: Phone #: FOB: Freight Prepaid Terms: Net 30 |

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| Purchase Order Number PO303755 Proprietary Purchase Order ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER |
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| SHIP TO | Info. Tech. Mgt. 501 East Bay Street-Catherine St. Loading Dock Jacksonville, FL 32202 |
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| INVOICE | Finance Services Department Accounts Payable 117 W. Duval Street, Suite 375 Jacksonville, FL 32202 |
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| Department | | Bid Number | Requisition Number | | | Delivery Date |
|------------------|--|------------|--------------------|-------------|--------------|---------------|
| Info. Tech. Mgt. | | 176-13 | REQ129474 | | | 2/1/2013 |
| Item | Description | Quantity | Unit | Unit Price | Total | |
| 3 | Maintenance and software license renewal for SAF-ID fingerprint software and 40 scanner licenses through September 30, 2013. Includes: Bio-Server Central Server Application Software and License Configured for fingerprint identification. Server Software License for unlimited database size SAF-ID Client Access License for 40 User Licenses NIST Manager Integration (Fingerprint Archive) Hardware: One Hundred Sixty (160) Cogent Bluecheck v2 Fingerprint Scanners; ; S/N?s: BC2u50553 BC2u50453 BC2u50791 BC2u50826 BC2u50171 BC2u50143 BC2u50622 BC2u50156 BC2u50264 BC2u50799 BC2u50809 BC2u50801 BC2u50797 BC2u50925 BC2u50804 BC2u50807 BC2u50440 BC2u50933 BC2u50079 BC2u50037 BC2u50431 BC2u50276 BC2u50967 BC2u50988 BC2u50359 BC2u50107 BC2u50979 BC2u50964 BC2u50226 BC2u50204 BC2u50493 BC2u50625 BC2u50812 BC2u50487 BC2u50219 BC2u50853 BC2u50862 BC2u50352 BC2u50235 BC2u50250 BC2u50053 BC2u50486 BC2u50478 BC2u50495 BC2u50051 BC2u50860 BC2u50329 BC2u50854 BC2u50148 BC2u50166 BC2u50985 BC2u50215 BC2u50883 BC2u50461 BC2u50980 BC2u51029 BC2u50761 BC2u50885 BC2u51028 BC2u50324 BC2u50199 BC2u50694 BC2u50787 BC2u50746 BC2u50949 BC2u50729 BC2u50301 BC2u50745 BC2u50780 BC2u50960 BC2u50700 BC2u50731 BC2u50986 BC2u50968 BC2u50070 BC2u50759 BC2u50990 BC2u50419 BC2u50959 BC2u50188 BC2u50181 BC2u50145 BC2u50714 BC2u50368 BC2u50101 BC2u50741 BC2u50294 BC2u50720 BC2u50874 BC2u50519 BC2u50571 BC2u50304 BC2u50047 BC2u50421 BC2u50558 BC2u50706 BC2u50736 BC2u51019 BC2u50958 BC2u50730 BC2u50572 BC2u50972 BC2u50866 BC2u50744 BC2u50756 BC2u50218 BC2u50884 BC2u50190 BC2u50701 BC2u50689 BC2u50749 BC2u50395 BC2u50653 BC2u50976 BC2u50096 BC2u50262 BC2u50046 BC2u50805 BC2u50445BC2u50771 BC2u50367 BC2u50130 BC2u51035 BC2u50187 BC2u50057 BC2u50704 BC2u50442 BC2u50607 BC2u50118 BC2u50608 BC2u50176 BC2u50683 BC2u50268 BC2u50667 BC2u50272 BC2u50128 BC2u50127 BC2u50251 BC2u50676 BC2u50336 BC2u52022 BC2u52019 BC2u52060 BC2u52034 BC2u51460 BC2u51496 BC2u50158 BC2u52026 BC2u52014 BC2u52015 BC2u52062 BC2u52041 BC2u52017 BC2u52039 BC2u52089 BC2u52037 BC2u51553 BC2u51856 BC2u52024 BC2u52053 Software: DataWorks Plus RapidID Device manager Server Software to support up to 600 Edge Devices ; User Registration for FDLE RapidID System ; Submit Search Transactions to FDLE Falcon RapidID System and JSO local system ; Receive Search Results from JSO local system, FDLE RapidID and FBI RISC ; Capability to email select individuals if the RapidID system is off-line or experiencing errors ; Save Native EFT file to local file system Custom Application Program Interface (API) ; Capability to determine status of RapidID system (on-line, off-line, errors) ; Capability for user to select i\$reason fingerprinted; (Required by FDLE RapidID system) ; Capability to Retrieve/Display Information from other JSO computer Systems One Hundred Sixty (160) Rapid ID Client Access Licenses Thirteen (13) MOFIS Rapid ID Client Access License Six (6) Substation MOFIS/RapidID Client Access License iV User License Hardware: Four (4) Cogent CSD450?s: S/N?s; 10001266 10001247 10001649 110104416 Software: Falcon Rapid ID Edge Device DNA Software | 1 | EA | \$18,543.84 | \$ 18,543.84 | |
| 1 | Replaces PO 201534 | | | \$.00 | \$.00 | |
| 2 | PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES. | | | \$.00 | \$.00 | |

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|--------------|--|--|--|-----------|--------------|
| | | | | Subtotal: | \$ 18,543.84 |
| | | | | Freight: | \$.00 |
| | | | | Discount: | \$.00 |
| Total Amount | | | | | \$ 18,543.84 |

THIS ORDER IS SUBJECT TO THE GENERAL CONDITIONS ATTACHED HERE TO
MANUFACTURES FEDERAL EXCISE TAX EXEMPT NO: 59-89-0120
FLORIDA STATE SALES AND LINE USE TAX EXEMPTION NO: 85-8012521637C-8

GENERAL CONDITIONS**BID#**

1. RESERVATIONS: The City of Jacksonville, Florida reserves the right to reject any or all bids or any part thereof and/or to waive information if such action is deemed to be in the best interest of the City of Jacksonville. The City reserves the right to cancel any contract, if in its opinion, there be a failure at any time to perform adequately the stipulations of this invitation to bid, and the general conditions and specifications which are attached and made part of this bid, or in any case of any attempt to willfully impose upon the City materials or products or workmanship which is, in the opinion of the City, of an unacceptable quality. Any action taken in pursuance of this latter stipulation will not effect or impair any rights or claim of the City to damages for the breach of any covenants of the contract by the contractor. The City also reserves the right to reject the bid of any bidder who has previously failed to perform adequately after having once been awarded a prior bid for furnishing materials similar in nature to those materials mentioned this bid. Should the contractor fail to comply with the conditions of this contract or fail to complete the required work or furnish the required materials within the time stipulated in the contract, the City reserves the right to purchase in the open market, or to complete the required work, at the expense of the contractor or by recourse to provisions of the faithful performance bond if such bonds if required under the conditions of this bid. Should the contractor fail to furnish any item or items, or to complete the required work included in this contract, the City reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the City thereby.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. NONDISCRIMINATION PROVISIONS: In compliance with Section 4 of Ordinance 69-630-653, the bidder will, upon affixing his signature to the proposal form, and/or the acceptance of a purchase order, sight draft, field order, certifies that his firm meets and agrees to the following provisions, which will become a part of this contract.

a. The contractor represents that he has adopted and will maintain a policy of nondiscrimination as defined by ordinance of the City of Jacksonville throughout the term of this contract.

b. The contractor agrees that on written request, he will permit the reasonable access to his employment, employment advertisement, application forms, and other pertinent data and records by the Executive Director of the Community Relations Commission of the City of Jacksonville for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract, provided however, that the contractor will not be required to produce for inspection any records covering periods of time more than one year prior to the date of this contract.

c. The contractor agrees that if any of the obligations of this contract are to be performed by a subcontractor, then the provisions of a and b of this section will be incorporated into and become a part of the subcontract.

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

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

- all persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Jacksonville, Duval County, Florida; and
- all persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the Owner.

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

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