



# Purchase Order

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

VENDOR	Vendor Number: 00016563 Pen-Link, Ltd. 5944 Vandervoort Drive
	Lincoln, NE 68516

PO Date: 2/19/2016	Purchase Order Number PO604795
Buyer: Diane Longley Phone #: (904) 630-1274 FOB: Freight Prepaid Terms: Net 30	Proprietary Purchase Order
ALL PACKING SLIPS, INVOICES, AND CORRESPONDENCE MUST REFERENCE THIS NUMBER	

SHIP TO	Info. Tech. Mgt. 501 East Bay Street-Catherine St. Loading Dock
	Jacksonville, FL 32202

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.				REQ183911		2/19/2016
Item	Description	Quantity	Unit	Unit Price	Total	
1	Penlink Complete Turn-Key Solution for Electronic Surveillance System as per the following specifications:			\$ .00	\$ .00	
2	PLX Client Access License - INTERCEPT TELEPHONE AND IP	14	EA	\$7,125.00	\$ 28,750.00	
3	PLX Client Access License - SEARCH WARRANT (Add-on: Data Source)	29	EA	\$1,850.00	\$ 3,650.00	
4	PEN-PROXY	29	EA	\$650.00	\$ 850.00	
5	TARGET LICENSES	40	EA	\$6,000.00	\$ 140,252.92	
6	Windows Server Device CAL (Based on # of Workstations connecting to server) WINDOWS SERVER DEVICE CAL	29	EA	\$24.51	\$ 10.79	
7	Microsoft Terminal Service CAL (Used with Terminal Services Server)	15	EA	\$98.70	\$ 80.50	
8	Netop Guest	2	EA	\$251.00	\$ 2.00	
9	Lincoln Software	1	EA	\$5,000.00	\$ 100.00	
10	Microsoft Office Standard	29	EA	\$315.18	\$ 40.22	
11	Anti-Virus   1-yr Subscription - SYMANTEC END POINT PROTECTION	29	EA	\$44.08	\$ 478.32	
12	IP Server - Dell T630 or R730 (depending on customer requirements)   Dual Multi Core Proc.   32GB RAM   (4) 300GB 10k RPM 2.5 inch Hard Drives, Redundant Power Supply   Perc RAID Controller   Redundant Power Supplies   Dual Embedded Gigabit Ethernet NIC   Rack Chassis w/ Rapid Rails   iDRAC Enterprise   4-year Next Business Day Support   Windows Server Standard, Symantec AV and Netop Included	1	EA	\$7,766.73	\$ 7,766.73	
13	TERMINAL SERVICES SERVER (Up to 50 USERS) - Dell T630 or R730 (depending on customer requirements)   Dual Multi Core Proc.   128GB RAM   (4) 300GB 10k RPM 2.5 inch Hard Drives, Redundant Power Supply   Perc RAID Controller   Redundant Power Supplies   Dual Embedded Gigabit Ethernet NIC   Rack Chassis w/ Rapid Rails   iDRAC Enterprise   4 -year Next Business Day Support   Windows Server Standard, Symantec AV and Netop Included (Need to Add Terminal Service CALS -- CALS Based on # of Pen-Link Clients)	1	EA	\$9,928.10	\$ 9,928.10	
14	LINCOLN RECORDING SERVER - Dell T630 or R730 (Depending on Customer Requirements)   Dual Multi Core Proc.   32GB RAM   (4) 600GB 10k RPM 2.5 inch Hard Drives, Redundant Power Supply   Perc RAID Controller   Redundant Power Supplies   Dual Embedded Gigabit Ethernet NIC   Rack Chassis w/ Rapid Rails   iDRAC Enterprise   4 -year Next Business Day Support   Windows Server Standard, Symantec AV and Netop Included(Need to add Windows Server Device CALS -- CALS Based on # workstations)	1	EA	\$8,837.73	\$ 8,837.73	
15	PENLINK MASTER DATABASE SERVER - Dell T630 or R730 (Depending on Customer Requirements)   Dual Multi Core Proc.   64GB RAM   (8) 600GB 10k RPM 2.5 inch Hard Drives, Redundant Power Supply   Perc RAID Controller   Redundant Power Supplies   Dual Embedded Gigabit Ethernet NIC   Rack Chassis w/ Rapid Rails   iDRAC Enterprise   4-year Next Business Day Support   Windows Server Standard, Symantec AV and Netop Included(Need to add Windows Server Device CALS -- CALS Based on # of workstations)	1	EA	\$11,107.80	\$ 11,107.80	

16	ACTIVE DIRECTORY SERVER - Dell T630 or R730 (depending on customer requirements)   Dual Multi Core Proc.   32GB RAM   (4) 300GB 10k RPM 2.5 inch Hard Drives, Redundant Power Supply   Perc RAID Controller   Redundant Power Supplies   Dual Embedded Gigabit Ethernet NIC   Rack Chassis w/ Rapid Rails   iDRAC Enterprise   4-year Next Business Day Support   Windows Server Standard, Symantec AV and Netop Included	1	EA	\$7,766.73	\$ 7,766.73
17	PRI E1/T1 CARD (DUAL CHANNEL)	1	EA	\$8,981.25	\$ 8,981.25
18	APC 24/42U RACK 24/42U RACK - 2 fixed Shelves   2 PDUs   cable management	1	EA	\$2,224.55	\$ 2,224.55
19	APC RACK MOUNT 2700W/3000VA UPS	2	EA	\$1,430.25	\$ 2,860.50
20	TRIPPLITE 17" 8-PORT CONSOLE KVM	1	EA	\$1,340.60	\$ 1,340.60
21	TRIPPLITE USB KVM CABLE	5	EA	\$37.30	\$ 186.50
22	DELL POWERCONNECT 48-PORT SWITCH w/STACKING and CABLE - 3-yr NBD support   web based management	2	EA	\$2,140.75	\$ 4,281.50
23	CISCO VPN ROUTER 5512 PACKAGE, 250 TUNNELS - Includes 3-Year Warranty   4-Hours of Configuration Services	1	EA	\$5,267.64	\$ 5,267.64
24	MISC. NETWORKING SUPPLIES	1	EA	\$550.00	\$ 550.00
25	DUAL MONITOR MONITORING WORKSTATION - NetOp   Headphones   23" Dual Monitors   Footpedal   Wks UPS   Anti-Virus	29	EA	\$1,945.76	\$ 56,427.04
26	HP LASERJET COLOR PRINTER - ENTERPRISE	1	EA	\$1,591.38	\$ 1,591.38
27	RIMAGE PROFESSIONAL 5000N SERIES	1	EA	\$13,732.50	\$ 13,732.50
28	BUFFALO TERAStation 3400 - 4x4 TB (16TB Raw)	1	EA	\$2,174.70	\$ 2,174.70
29	LINCOLN Install - Initial Trip: 3-Day	1	EA	\$10,000.00	\$ 100.00
30	LINCOLN Install - Return Trip: 3-Day	1	EA	\$10,000.00	\$ 100.00
31	PLX 101 Basic Class (2-Day) UP TO 25 STUDENTS: Hosted	21	EA	\$1,195.00	\$ 95.00
32	LINCOLN Administrator Training (2-Day) w/ or w/o Laptops: 1 Person - Hosted - Open	2	EA	\$1,195.00	\$ 90.00
33	Hardware Shipping	1	EA	\$1,800.00	\$ 1,800.00
34	Purchase includes for the first year at no charge: Premium Maintenance and Support. Premium Maintenance is a Maintenance option that includes Software Updates, Software Upgrades, and Premium Technical Support. Vendor agrees that maintenance will be \$92,500/ per year for subsequent years 2-4 contingent upon the availability of funds and will not increase unless additional products and/or services are purchased. Providing the annual maintenance is renewed for years 2 through 4, at the end of the 5th year (1st year purchase and 4 subsequent renewals) vendor will refresh hardware at no charge. Software Update. A Software Update is an enhancement including additions, changes, and bug fixes to Pen-Link Software that is already in the applicable commercial market. Software Updates occur within the same major version number of an existing software product. For example, replacing Pen-Link v8.1.29.0 with Pen-Link v8.1.30.0 would constitute a Software Update. Such an update is often referred to as a 'New Build' of the Pen-Link Software. Software Upgrade. A Software Upgrade is the replacement of an older major version of an existing Pen-Link Software product or products, with a newer major version of a Pen-Link Software product or products, to the extent required to maintain the same operational functionality that was supported by the Pen-Link Software prior to the upgrade. For example, upgrading from Pen-Link Version 7 to Pen-Link Version 8 (where 8 is the newer major version) would constitute a Software Upgrade, so long as the installation of the newer version of the Pen-Link Software supported at least the same operational functionality that the Customer had under Pen-Link version 7. Upgrades do not apply to new software products that Pen-Link, Ltd. may release to the commercial market from time to time in the future. Basic Technical Support (also 'Basic Support'). Basic Technical Support is a Support option that includes telephone-based Technical Support for the Pen-Link Software licensed by the Customer. Basic Technical Support also includes assistance via email or other automated processes such that Pen-Link, Ltd. may deem fit to offer. Basic Technical Support may be obtained by contacting Pen-Link, Ltd. via its published, main telephone number (currently 402-421-8857), its general support email account (support@penlink.com), or its World Wide Website (www.penlink.com). Basic Technical Support is available Monday through Friday, from 8:00 AM to 5:00 PM Central time, except for holidays. Premium Technical Support (also 'Premium Support'). Premium Technical Support is a Support option that includes all of the support services offered with Basic Technical Support, plus Emergency After-Hours support for live communication interception and collection operations. Emergency After-Hours support services may be accessed through methods, including telephone access, that are provided to the customer at the time of purchase. Emergency After-Hours support services are available Monday through Friday, from 5:01 PM - 7:59 AM Central time and all day Saturday & Sunday, including holidays			\$ .00	\$ .00
35	This hardware/software solution is a 'closed' system and will not touch the regular JSO network to function. Penlink will also provide and maintain all updates for the third party virus protection software supplied at no charge to the JSO.			\$ .00	\$ .00
36	The PenLink System is only available directly from Penlink. PURCHASE ORDER NUMBER MUST BE REFERENCED ON ALL INVOICES AND PACKING SLIPS			\$ .00	\$ .00
37	PLX Client Access License - INTERCEPT TELEPHONE AND IP	15	EA	\$7,125.00	\$ 36,875.00

				Subtotal:	\$ 358,300.00
				Freight:	\$ .00
				Discount:	\$ .00
Total Amount					\$ 358,300.00

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](http://www.coj.net) under the Online Forms link on the Finance Department page.