

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
 213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
 PO BOX 1591
 PENSACOLA, FL 32591-1591
 (850) 595-4980

I
N
V
O
I
C
E
] PLEASE EMAIL INVOICES TO:
 escambia.invoices@escambiaclerk.com
 CLERK OF THE COURT & COMPTROLLER
 HON. PAM CHILDERS
 221 PALAFOX PLACE, SUITE 140
 PENSACOLA, FL 32502-5843]

V
E
N
D
O
R
] 193696 FAX: 732-805-9669]
 SHI INTERNATIONAL CORP
 290 DAVIDSON AVE
 SOMERSET NJ 08873]

S
H
I
P
T
O
] INFORMATION RESOURCES/DATA PROCESS
 ESC. COUNTY COURTHOUSE, 2ND FLOOR
 221 PALAFOX PLACE, SUITE 210
 PENSACOLA FL 32502]
 ATTN: DOUG FORTUNE]

ORDER DATE: 10/18/19	BUYER: LAWRENCE GORDON	REQ. NO.: 20000484	REQ. DATE: 11/01/19
----------------------	------------------------	--------------------	---------------------

TERMS: NET 30 DAYS	F.O.B.: PRE PAY AND ADD	DESC.:
--------------------	-------------------------	--------

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
THIS BLANKET ORDER IS FOR EXAGRID SUPPORT AND MAINTENANCE EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY INFORMATION RESOURCES DEPARTMENT IN ITS DAILY OPERATIONS. THE COUNTY SHALL BE CHARGED ACCORDING TO THE APPLICABLE CONTRACT PRICE SCHEDULE OR A PREFERRED STATUS WITH THE LOWEST PRICES USUALLY EXTENDED TO MOST FAVORED CUSTOMERS.					
01	1.00	YEAR	ANNUAL SUPPORT AND MAINTENANCE FOR THE EXAGRID BACKUP APPLICANCES USED TO STORE THE BACKUP DATA FOR ALL SERVERS USING VERITAS BACKUP EXEC, VEEAM BACKUP	17770.8500	17,770.85
02	1.00	YEAR	FOR THE PERIOD OF 11/02/2019 - 11/01/2020 PER ATTACHED QUOTE # 17848909 CONTRACT NAME: GSA-PROMARK CONTRACT # GS-35F-303DA	.0000	.00

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE	PAGE TOTAL \$	17,770.85
01	270102 54601	17,770.85		TOTAL \$	17,770.85
02	270102 54601	.00			

APPROVED BY

Jan P. Silby 10-22-19

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
 2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
 3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
 4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to \$100 in value without compensating the interests herein. Excess quantities exceeding \$100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
 5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
 6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
 7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
 8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
 9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
 10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
 11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
 12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
 13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material and workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
 14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
 15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
 16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
 17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
 18. **Insurance**- Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
 19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
 20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
 21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
 22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the material provisions of this PO for services rendered prior to the effective date of termination.
 23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
 24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
 25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
 26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
 27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
 28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
 29. **Public Records**- The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Fla. Stat. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Fla. Stat., the County may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.
- IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**
- Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947.



Pricing Proposal
 Quotation #: 17848909
 Created On: Oct-07-2019
 Valid Until: Oct-31-2019

Escambia County Board of County Commissioners

Inside Account Manager

Doug Fortune

FL
 Phone: 850-595-4997
 Fax:
 Email: jdfortune@myescambia.com

Shaina Chinchilla

290 Davidson Avenue
 Somerset, NJ 08873
 Phone: 800-543-0432
 Fax: 732-868-6055
 Email: Shaina_Chinchilla@shii.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 1YR RNWL EX21000E SVCS ExaGrid Systems - Part#: EX-21000E-1YRMS-S-RNWL Contract Name: GSA - Promark Contract #: GS-35F-303DA Serial #: CT415050700135 - CT415081100030 Coverage Term: Nov-02-2019 – Nov-01-2020	2	\$4,730.09	\$9,460.18
2 1YR RNWL EX21000E SVCS ExaGrid Systems - Part#: EX-21000E-1YRMS-S-RNWL Contract Name: GSA - Promark Contract #: GS-35F-303DA Serial #: CT416061400030 Coverage Term: Nov-02-2019 – Nov-01-2020	1	\$3,323.27	\$3,323.27
3 1YR RNWL EX32000E SVCS EXAGRID - RENEWALS - Part#: EX-32000E-1YRMS-S-RNWL Contract Name: GSA - Promark Contract #: GS-35F-303DA Serial #: CT415110600132 Coverage Term: Nov-02-2019 – Nov-01-2020	1	\$4,987.40	\$4,987.40
		Total	\$17,770.85

Additional Comments

Exagrid has a no returns policy on all non-DOA units.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.

Phone: 1.888.912.3151
 Fax: 1.601.399.5077
 Online: www.howardcomputers.com



Howard Computers
 P.O. Box 1588
 Laurel, MS 39441

Online Quotation

Quote No:	AT6 969193.00	Quote Date:	October 04, 2019
Customer Name:	Jeff Lovingood	Phone Number:	8505954990
Company Name:	Escambia County	Fax Number:	
Quote Name:			

Item 1

Category	Description	Qty.	Unit Price	Ext. Price
System Type: Accessories				
1:	STANDARD 8X5 SUP SVCS EX-21000E-1YRMS-S-RNWL MPN: EX21000E1YRMSSRN	2	\$5,062.00	\$10,124.00
2:	STANDARD 8X5 SUP SVCS EX-21000E-1YRMS-S-RNWL MPN: EX21000E1YRMSSRN	1	\$3,557.00	\$3,557.00
3:	1YR 5X8 SUP AND MNT EX32000E SVCS RAW 72TB CAPACITY SYSTEM MPN: 32000E-1YRMS-S-R	1	\$5,338.00	\$5,338.00

Sub-Total:	\$19,019.00
Parts & Accessories Shipping:	Included
Taxes:	\$ 1,426.43
Total for Item 1:	\$20,445.43

This quote will expire November 03, 2019.
 To expedite your order, please include your quote number with your Purchase Order.

Total for all pre-configured items

Sub-Total:	\$19,019.00
Parts & Accessories Shipping:	Included
Taxes:	\$ 1,426.43
Total:	\$20,445.43

Notes:

Pricing and availability subject to change without notice.
 Packaging, Shipping, and Handling fees are not included unless specifically stated.
 Prices and lease payments do not include applicable taxes.
 Ship dates are approximations and are not guarantees.
 Quick ship items not available in Alaska, Hawaii, or outside the United States.
 Specific state laws may affect shipment of products.
 If Purchaser fails to pay any invoice in full within the time quoted herein,
 Seller may, without notice, accelerate the due date of all outstanding invoices
 and require that all outstanding invoices, including any interest thereon, be
 immediately due and payable in full.
 For product return policies and information please visit: <https://www.howardcomputers.com/support/>



A Minority Owned Small Business

Quote Number: 20191009-GG-001

Quote expires in 30 days on 2019-11-08

No.	Item Name	Description	Qty	Unit Price	Ext Price	Notes
1	EX-21000E-1YRMS-S-RNWL	1YR RNWL EX21000E SVCS	2	\$4,867.72	\$9,735.44	SN: CT415050700135 CT415081100030 11/2/19-11/1/20
2	EX-21000E-1YRMS-S-RNWL	1YR RNWL EX21000E SVCS	1	\$3,420.42	\$3,420.42	SN CT416061400030 11/2/19- 11/1/20
3	EX-32000E-1YRMS-S-RNWL	1YR RNWL EX32000E SVCS	1	\$5,133.20	\$5,133.20	SN CT415110600132 11/2/19- 11/1/20
Total:					\$18,289.06	

For placing orders please use following information:

Vendor Name: Mvation Worldwide Inc. ;
 Branch Office: 70 Glen St., STE 260, Glen Cove, NY-11542
 Vendor Phone number: 408-688-5060 EXT 105
 Direct: 646-573-9719
 Vendor fax : 888-783-2323 ;
 CAGE code : 80Q48 ;
 DUN & BRADSTREET # 071960999;
 WAWF REGISTERED: YES;
 CCR: YES;

Guy

Mvation Worldwide Inc.
 70 Glen Street, suite 260.
 Glen Cove, NY-11542
guy@mvation.com
 Tel: 408.688.5060 Ext 105
 Toll-Free Fax: 888.783.2323

A Minority-owned Small Business specializing in Government Sales & Services

EIN / TIN: 81-3800107 DUNS: 07-196-0999 Cage Code: 80Q48

GSA MAS IT Contract Number 47QTC A18D009F Start date 03/27/2018 End Date 03/26/2023

We have teaming agreements with Carahsoft (GS-35F-0119Y), Immix Group (GS-35F-0511T) Promark (GS-35F-303DA), Synnex (GS-35F-0143R), Techdata (GS-35F-0349S), Westcon Group (GS-35F-0563U)

Enterprise Vendors offerings – Dell, Cisco, HP, Vmware, Symantec, Veritas, Redhat, Microsoft, Adobe, Extreme Networks, Polycom, Lenovo, Brocade



Quotation

Customer Name: Escambia County
Contact Name:
Phone:
Email:
Street: 221 Palafox Pl
City, State Zip: Pensacola, FL 32502

Date: 10/8/2019
Quotation #: H11166-0
Customer ID: Escambia County
Contract Name: Open Market
Contract #: OM
DUNS #: 79508688
Fed TAX ID: 46-3104792
CAGE Code: 77T86
Terms: Net 30
Quote Expiry: 10/31/2019

Order / Payment Address
vCloud Tech Inc.
 Street Address: 609 Deep Valley Drive Suite 200
 City, State Zip: Rolling Hills Estates, CA 90274
 Toll Free #: (833) 4VCLOUD (482-5683)
 Email: sales@vcloudtech.com
 Website: www.vcloudtech.com

Sales Rep Name: Harry King
Sales Rep Email: hking@vcloudtech.com
Phone: (833) 482-5683 ext 701

Line Item #	Part#	Description	Qty	Unit Price	Ext. Price
1	EX-21000E-1YRMS-S-RNWL	1YR RNWL EX21000E SVCS Support Term 11/2/2019 - 11/1/2020	2	\$ 4,792.27	\$ 9,584.54
2	EX-21000E-1YRMS-S-RNWL	1YR RNWL EX21000E SVCS Support Term 11/2/2019 - 11/1/2020	1	\$ 3,369.72	\$ 3,369.72
3	EX-32000E-1YRMS-S-RNWL	1YR RNWL EX32000E SVCS Support Term 11/2/2019 - 11/1/2020	1	\$ 5,054.58	\$ 5,054.58
Sales Tax					-
Total					\$ 18,008.84

All purchase orders are subject to the terms and conditions of the Sourcing Agreement between vCloud Tech, Inc. and Buyer including all relevant addenda and exhibits. If no Sourcing Agreement between vCloud Tech, Inc. and Buyer exists, all items herein are quoted subject to the attached Purchase Terms. In either case, in no event shall any terms contained in Buyer's purchase order to vCloud Tech shall apply, notwithstanding vCloud Tech's performance thereunder. In the event a customer agreement does not exist between Buyer and Manufacturer, Buyer agrees to the Manufacturer's standard commercial terms, a copy of which can be provided by vCloud Tech upon request.

Taxes: Sales tax shall be added at the time of an invoice, unless a copy of a valid tax exemption certificate is provided. All Purchase Orders must