

**CITY COUNCIL RESOLUTION NO. 2021-163**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH COMPUTERS AT WORK!, INC., DOING BUSINESS AS vTECH io, INC.; PROVIDING FOR THE PURCHASE OF EQUIPMENT AND SOFTWARE TO ENHANCE THE LAKE CITY POLICE DEPARTMENT'S NETWORK SYSTEMS AND INFORMATION TECHNOLOGY INFRASTRUCTURE; PROVIDING FOR A PAYMENT AMOUNT NOT-TO-EXCEED \$102,947.00; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the City of Lake City, Florida (hereinafter the "City"), by and through the Lake City Police Department (hereinafter the "LCPD"), desires to procure equipment manufactured by Dell Marketing, LP, to enhance the LCPD's network systems and information technology infrastructure; and

**WHEREAS**, Section 2-178(g)(1) of the City Code permits the City to enter into agreements for the acquisition of equipment and services that have been competitively procured by other agencies, also known as "piggybacking"; and

**WHEREAS**, the City desires to procure equipment and software, to enhance the LCPD's network systems and information technology infrastructure, from Computers at Work!, Inc., doing business as vTech io, Inc. (hereinafter "vTech io"), utilizing existing contract prices provided to the State of Florida, Department of Management Services (hereinafter "DMS"), pursuant to its Participating Addendum No: 432311500-WSCA-15-ACS, through a Master Agreement between vTech io and Minnesota Materials Management Division, administered by the State of Minnesota and WSCA-NASPO Cooperative Procurement Program (Contract No: MNWNC-101); and

**WHEREAS**, the City desires to purchase the equipment and software from vTech io on the same, or more advantageous, terms, conditions, and pricing provided under the Participating Addendum; and

**WHEREAS**, the City has determined that the Master Agreement and Participating Addendum meet the requirements of Section 2-178(g)(1), City Code,

and is an acceptable agreement upon which the City and vTech io may establish a piggyback agreement; and

**WHEREAS**, vTech io agrees to extend the same, or more advantageous, terms, conditions, and pricing of the Master Agreement and Participating Addendum to the City, further identified in the attached Contract attached hereto as “Exhibit A”.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAKE CITY, FLORIDA, AS FOLLOWS:**

**Section 1.** The above recitals are all true and accurate and are hereby made a part of this resolution.

**Section 2.** The City is hereby authorized to execute the Contract with Computers at Work!, Inc., d/b/a vTech io, Inc.

**Section 3.** The City Manager and City Attorney are authorized to make such reasonable changes and modifications to the Contract as may be deemed necessary to be in the best interest of the City and its citizens. Provided however, that any such changes or modifications shall not cause the payment to vTech io, to exceed the Contract Price. The Mayor is authorized and directed to execute and deliver the Contract in the name of, and on behalf of, the City with such changes, amendments, modifications, omissions, and additions made by the City Manager and City Attorney. Execution by the Mayor and vTech io shall be deemed to be conclusive evidence of approval of such changes, amendments, modifications, omissions, and additions.

*[The remainder of the page has been left blank intentionally.]*

**Section 4.** This resolution shall become effective immediately upon its passage and adoption.

**PASSED AND ADOPTED** at a meeting of the City Council this \_\_\_\_ day of November 2021.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt, Mayor

ATTEST

APPROVED AS TO FORM AND  
LEGALITY:

By: \_\_\_\_\_  
Audrey E. Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.,  
City Attorney

**CONTRACT BETWEEN CITY OF LAKE CITY, FLORIDA AND  
COMPUTERS AT WORK!, INC. D/B/A VTECH IO, INC. FOR  
COMPUTER EQUIPMENT AND SOFTWARE**

**THIS CONTRACT** made and entered into this \_\_\_\_ day of November, 2021, by and between the CITY OF LAKE CITY, FLORIDA, a municipal corporation, having a mailing address of 205 North Marion Avenue, Lake City, Florida 32055 (herein referred to as "City") and COMPUTERS AT WORK!, INC. D/B/A vTECH io, INC., having a mailing address of 2338 Immokalee Rd., Ste. 151, Naples, FL 34110 (herein referred to as "Contractor").

**WHEREAS**, the City by and through the Lake City Police Department (hereinafter the "LCPD"), desires to procure equipment manufactured by Dell Marketing, LP, to enhance the LCPD's network systems and information technology infrastructure; and

**WHEREAS**, Section 2-178(g)(1) of the City Code permits the City to enter into agreements for the acquisition of equipment and services that have been competitively procured by other agencies, also known as "piggybacking"; and

**WHEREAS**, the City desires to procure equipment and software, to enhance the LCPD's network systems and information technology infrastructure, from Contractor, utilizing existing contract prices provided to the State of Florida, Department of Management Services (hereinafter "DMS"), pursuant to its Participating Addendum No: 432311500-WSCA-15-ACS, through a Master Agreement between Contractor and Minnesota Materials

Management Division, administered by the State of Minnesota and WSCA-NASPO Cooperative Procurement Program (Contract No: MNWNC-101); and

**WHEREAS**, the City desires to purchase the equipment and software from Contractor on the same, or more advantageous, terms, conditions, and pricing provided under the Participating Addendum; and

**WHEREAS**, the City has determined that the Master Agreement and Participating Addendum meet the requirements of Section 2-178(g)(1), City Code, and is an acceptable agreement upon which the City and Contractor may establish a piggyback agreement; and

**WHEREAS**, Contractor agrees to extend the same, or more advantageous, terms, conditions, and pricing of the Master Agreement and Participating Addendum to the City.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Recitals**: The above recitals are all true and accurate and are incorporated herein and made a part of this Contract.

2. **Definitions**: The following definitions of terms associated with this Contract are provided to establish a common understanding between both parties to this Contract, as to the intended usage, implication, and interpretation of terms pertaining to this Contract:

(a) "CITY" means the City Council of the City of Lake City, Florida,

and any official and/or employee thereof who shall be duly authorized to act on the City's behalf relative to this Contract.

(b) "CONTRACT" means the terms, conditions, and covenants expressed herein in addition to all the terms, conditions, and covenants of this Contract; and the Master Agreement; and the Participating Addendum, including all addendum, attachments, and "general conditions", all of which are incorporated herein and made an essential part of this agreement between the parties and available through the procuring agencies mentioned above. Except as otherwise stated herein, the terms and conditions of the Participating Addendum shall constitute the terms and conditions of this Contract.

(c) "CONTRACTOR" means COMPUTERS AT WORK!, INC. D/B/A vTECH io, INC., which has executed this Contract, and which shall be legally obligated, responsible, and liable for providing and performing any and all of the services or work of sub-contractors, required under the covenants, terms, and provisions contained in this Contract and any and all amendments to this Contract.

(d) "SERVICES" means the providing of the equipment, and any related services, identified in the attached pricing proposal and Contract documentation, to be provided by Contractor.

(e) "SUB-CONTRACTOR" means any individual or firm offering professional services which is engaged by the Contractor or one of its sub-contractors in providing and performing the professional services,

work and materials for which the Contractor is contractually obligated, responsible and liable to provide and perform under this Contract and any and all amendments thereto. The City shall not be a party to, responsible or liable for, or assume any obligation whatsoever for any agreement entered into between the Contractor and any sub-contractor or any sub-sub-contractor.

(f) "PARTIES" means the signatories to this Contract.

3. **Engagement of Contractor:** City hereby engages Contractor to provide City with the equipment and services identified herein and within the attached pricing proposal.

4. **Order of Precedence in the Event of Conflict:** The documents listed in the definition of "CONTRACT" are a part of this Contract and are hereby incorporated by reference. In the event of inconsistency between the documents, unless otherwise provided herein, the terms of the following documents shall govern in the following order of precedence:

(a) Terms and Conditions as expressly set forth in this Contract.

(b) Terms and Conditions as expressly set forth in the Participating Addendum.

(c) Terms and Conditions as expressly set forth in the Master Agreement.

5. **Term of Contract:** The Contractor shall fully provide all services upon receipt of payment from the City.

6. **Compensation and Method of Payment:** City agrees to pay the Contractor compensation for its services rendered to the City not to exceed the amount shown in Contractor's Quote which is a total of one hundred two thousand four hundred ninety-seven dollars and zero cents (\$102,497.00). One payment shall be made to Contractor upon receipt of Contractor's one invoice which shall be submitted at the completion and acceptance of the Contractor's work. City reserves the right to withhold an amount City deems necessary to pay any claims for labor and services rendered and materials provided to Contractor or sub-Contractor in furtherance of this Contract.

7. **Indemnity:** Contractor is an independent Contractor and agrees to indemnify, and hold harmless the City and its agents, and employees from and against all suits, actions, claims, damages, costs, charges, and expenses, including court costs and attorneys' fees, of any character caused by or brought because of any injury or damage received or sustained by any person, persons, or property caused by or resulting from any asserted negligent act, errors, or omissions of Contractor or its agents, employees, or sub-contractors.

The indemnity required hereunder shall not be limited by reason of the specifications of any particular insurance coverage in this Contract. This indemnity provision shall survive the termination or expiration of the Contract until such time as any and all claims arising under the Contract have been resolved regardless of when such claims are made.



8. **Liability:** The Contractor shall be, and agrees to be and remain liable for any and all damages, losses, and expenses incurred by the City caused by the errors, omissions, negligence or delays of the Contractor, or by any sub-contractor engaged by the Contractor in providing, performing and furnishing services, work or materials pursuant to this Contract and any and all damages, losses, and expenses to the City caused by the Contractor's negligent performance of any of its obligations contained in this Contract. The Contractor shall be liable and agrees to be liable for and shall indemnify and hold City harmless for any and all claims, suits judgments, or damages, losses and expenses, including court costs, expert witness and professional consultation services, and attorney fees arising out of the Contractor's errors, omissions, negligence, breaches of contract or delays, or those of any and all sub-contractors engaged by the Contractor during the providing, performing and furnishing of services or materials pursuant to this Contract.

9. **Controlling Law:** This Contract is to be governed by the laws of the State of Florida. If any term or provision of the Contract is found to be illegal or unenforceable such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. It is further agreed and understood that in the event of any dispute between the City and Contractor arising out of any interpretation or compliance with any of the terms, conditions, and requirements of this Contract proper venue for filing any lawsuit with respect to any such disputes shall lie in Columbia County, Florida. It is intended and understood that this venue provision shall survive

any bankruptcy filing.

10. **Attorneys' Fees and Costs**: In the event of default by either party under the terms of the Contract, the defaulting party shall be liable for, and agrees to pay all costs and expenses incurred in the enforcement of this Contract, including reasonable attorneys' fees as well as fees, costs, and expenses in the collection of said expenses.

11. **Public Records**: The Contractor shall comply with all public records laws.

a. **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:**

City Clerk, City of Lake City  
205 North Marion Avenue  
Lake City, Florida 32055  
1-386-752-2031

b. The Contractor shall comply with public records laws, specifically the Contractor shall:

1. Keep and maintain public records required by the City to perform the services.

2. Upon request from the City's custodian of public records, provide the City 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 119 of Florida Statutes or as otherwise provided by law.

3. 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 Contractor does not transfer the records to the City.

4. Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

5. Failure of the Contractor to provide the above described public records to the City within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

12. **E-VERIFY**: As a condition precedent to entering into this Contract, and in compliance with Section 448.095, Fla. Stat., Contractor and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

a. Contractor shall require each of its subcontractors to provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Contract.

b. The City, Contractor, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of this section shall terminate the contract with the person or entity.

c. The City, upon good faith belief that a subcontractor knowingly violated the provisions of this section, but Contractor otherwise complied, shall promptly notify Contractor and Contractor shall immediately terminate the contract with the subcontractor.

d. A termination of this Contract under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. Contractor acknowledges that upon termination of this Contract by the City for a violation of this section by Contractor, Contractor may not be awarded a public contract for at least

one (1) year. Contractor further acknowledges that Contractor is liable for any additional costs incurred by the City as a result of termination of any contract for a violation of this section.

e. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, including this subsection, requiring the subcontractors to include these clauses in any lower-tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in this section.

13. **Entire Agreement:** Incorporated herein, and made a part hereof, is the Contractor's Quote. With those incorporations, this Contract constitutes the entire agreement between City and Contractor and supersedes all prior written or oral understandings. Should any term or condition of the documents referenced within this paragraph be found to conflict with a term or condition of this contract the term or condition of this contract shall prevail and be binding. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument adopted by resolution.

14. **Effective and Binding:** This Contract shall not become effective or binding upon City unless and until the City Council of City shall have authorized the execution of this Contract by the adoption of an official resolution.

15. **Effective Date:** It is agreed by City and Contractor that the effective date is that date first written above.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Contract as of the day and year first above written.

**CITY OF LAKE CITY, FLORIDA**

By: \_\_\_\_\_  
Stephen M. Witt  
Mayor

ATTEST:

Approved as to form and legality:

By: \_\_\_\_\_  
Audrey Sikes, City Clerk

By: \_\_\_\_\_  
Frederick L. Koberlein, Jr.  
City Attorney

**COMPUTERS AT WORK!, INC.  
D/B/A vTECHio, INC.**

ATTEST:

By: \_\_\_\_\_  
\_\_\_\_\_  
Witness' Title & Name

By: \_\_\_\_\_  
David W. Peterson, Director



Line #	Description	Product #	Unit Price	Qty	Ext. Price
	US Order	332-1286			
	3 Cell 51Whr 3-Year Limited Hardware Warranty ExpressCharge Capable Secondary Battery	451-BCOR			
	SERI Guide (English/Spanish)	340-AGIN			
	Regulatory Label included	389-BEYY			
	TPM Enabled	340-AJPV			
	System Driver, Dell Latitude 5424	640-BBRP			
	Dell Developed Recovery Environment	658-BCUV			
	Shuttle SHIP Material	328-BCXL			
	Directship Info Mod	340-CKTD			
	Intel(R) Core(TM) i5 Processor Label	389-BLSV			
	No Option Included	340-ACQQ			
	CMS Software not included	632-BBBJ			
	No Resource USB Media	430-XXYG			
	ENERGY STAR Qualified	387-BBNJ			
	BTO Standard shipment Air	800-BBGF			
	No UPC Label	389-BDCE			
	No Additional IO Ports	590-TEYX			
	No Additional Hard Drive	401-AA DF			
	Primary HD Only, 5424	590-TEYH			
	No Optical Drive	429-AAYP			
	No Option Included	340-ACQQ			
	RGB Camera	319-BBFN			
	No PCMCIA Card or Express Card Reader	590-TEZB			
	No AutoPilot	340-CKSZ			
	ProSupport: Next Business Day Onsite, 3 Years	808-6784			
	Dell Limited Hardware Warranty Initial Year	808-6805			
	ProSupport: 7X24 Technical Support, 3 Years	808-6809			
	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	989-3449			

State Contract Number 43211500-WSCA-15-ACS and Contract Code WN08AGW/ C000000010853

State Contract



Line #	Description	Product #	Unit Price	Qty	Ext. Price
--------	-------------	-----------	------------	-----	------------

**Recurring :**

Your investment in addition to the Grand Total:

- \$0.00 Billed Monthly*
- \$0.00 Billed Quarterly*
- \$0.00 Billed Annually*



[www.vTECHio.com](http://www.vTECHio.com)

**Totals :**

<b>Subtotal</b>	\$102,947.00
<b>Tax</b>	\$0.00
<b>Shipping</b>	\$0.00
<b>Grand Total</b>	<b>\$102,947.00</b>

**Pricing, Taxes, and Additional Information**

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. vTechio reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address. Please indicate any tax-exempt status on your PO, and email your exemption certificate to DJ.peterson@vtechio.com . Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to DJ.peterson@vtechio.com

For certain products shipped to end-users in California, a State Environmental Fee will be applied to your invoice.\*\*\*A 3.5% convenience fee will be charge for credit card purchases\*\*\* By signing this quote you acknowledge having read and agree to be bound by such terms.