

Solicitation 2016-026

Multi-Function Devices

Bid Designation: Public



City of Delray Beach

Bid 2016-026 Multi-Function Devices

Bid Number **2016-026**
 Bid Title **Multi-Function Devices**

Bid Start Date **In Held**
 Bid End Date **Dec 3, 2015 2:00:00 PM EST**
 Question & Answer End Date **Nov 20, 2015 5:00:00 PM EST**

Bid Contact **Holly Vath**
Administrator
561-243-7123
vath@mydelraybeach.com

Contract Duration **60 months**
 Contract Renewal **Not Applicable**
 Prices Good for **Not Applicable**

Bid Comments **The City has approximately 50 copiers which will need replacing in the next 36 months. The quantity of any item when shown in the specifications as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

Item Response Form

Item **2016-026--01-01 - Multifunction Devices: 10-19 ppm Black and White - Monthly Service Rate**
 Lot Description **Multifunction Devices**
 Quantity **1 month**
 Unit Price
 Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-02 - Multifunction Devices: 10-19 ppm Black and White - Included Images**
 Lot Description **Multifunction Devices**
 Quantity **1 each**
 Prices are not requested for this item.
 Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444

Qty 1

Description

Enter number of images included in the Monthly Service Rate

Item	2016-026--01-03 · Multifunction Devices: 10-19 ppm Black and White - Overages
Lot Description	Multifunction Devices
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Enter price per image for overage above the number of images included in the Monthly Service Rate

Item	2016-026--01-04 · Multifunction Devices: 10-19 ppm Black and White - Discount on Options
Lot Description	Multifunction Devices
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Enter any discounts offered

Item	2016-026--01-05 · Multifunction Devices: 10-19 ppm Color - Monthly Service Rate
Lot Description	Multifunction Devices
Quantity	1 month
Unit Price	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Enter monthly service rate based on a 60 month term

Item	2016-026--01-06 · Multifunction Devices: 10-19 ppm Color - Included Images - Black and White
Lot Description	Multifunction Devices
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Delray Beach <u>Accounts Payable</u>

Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of black and white images included in the Monthly Service Rate

Item **2016-026--01-07 - Multifunction Devices: 10-19 ppm Color - Included Images - Color**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**

Accounts Payable

Finance

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Enter number of color images included in the Monthly Service Rate

Item **2016-026--01-08 - Multifunction Devices: 10-19 ppm Color - Overages - Black and White**

Lot Description **Multifunction Devices**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**

Accounts Payable

Finance

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Enter price per image for overage above the number of black and white images included in the Monthly Service Rate.

Item **2016-026--01-09 - Multifunction Devices: 10-19 ppm Color - Overages - Color**

Lot Description **Multifunction Devices**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**

Accounts Payable

Finance

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1

Description

Enter price per image for overage above the number of color images included in the Monthly Service Rate.

Item **2016-026--01-10 - Multifunction Devices: 10-19 ppm Color - Discount on Options**

Lot Description **Multifunction Devices**

Quantity **1 each**

Percentage

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-11 · Multifunction Devices: 20 - 29 ppm Black and White - Monthly Service Rate**

Lot Description **Multifunction Devices**

Quantity **1 month**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-12 · Multifunction Devices: 20 - 29 ppm Black and White - Included Images**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of images included in the Monthly Service Rate

Item **2016-026--01-13 · Multifunction Devices: 20 - 29 ppm Black and White - Overages**

Lot Description **Multifunction Devices**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of images included in the Monthly Service Rate.

Item **2016-026--01-14 · Multifunction Devices: 20 - 29 ppm Black and White - Discount on Options**

Lot Description **Multifunction Devices**

Quantity **1 each**

Percentage

Delivery Location

City of Delray BeachAccounts Payable

Finance

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1**Description**

Enter any discounts offered

Item 2016-026--01-15 - Multifunction Devices: 20 - 29 ppm Color - Monthly Service Rate**Lot Description Multifunction Devices****Quantity 1 month**

Unit Price

Delivery Location

City of Delray BeachAccounts Payable

Finance

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1**Description**

Enter monthly service rate based on a 60 month term

Item 2016-026--01-16 - Multifunction Devices: 20 - 29 ppm Color - Included Images - Black and White**Lot Description Multifunction Devices****Quantity 1 each**

Prices are not requested for this item.

Delivery Location

City of Delray BeachAccounts Payable

Finance

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1**Description**

Enter number of black and white images included in the Monthly Service Rate

Item 2016-026--01-17 - Multifunction Devices: 20 - 29 ppm Color - Included Images**Lot Description Multifunction Devices****Quantity 1 each**

Prices are not requested for this item.

Delivery Location

City of Delray BeachAccounts Payable

Finance

100 NW 1ST AVENUE

DELRAY BEACH FL 33444

Qty 1**Description**

Enter number of color images included in the Monthly Service Rate

Item 2016-026--01-18 - Multifunction Devices: 20 - 29 ppm Color - Overages - Black and White**Lot Description Multifunction Devices**

Quantity **1 each**
Unit Price
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of black and white images included in the Monthly Service Rate.

Item **2016-026--01-19 · Multifunction Devices: 20 · 29 ppm Color · Overages - Color**
Lot Description **Multifunction Devices**
Quantity **1 each**
Unit Price
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of color images included in the Monthly Service Rate.

Item **2016-026--01-20 · Multifunction Devices: 20 · 29 ppm Color · Discount on Options**
Lot Description **Multifunction Devices**
Quantity **1 each**
Percentage
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-21 · Multifunction Devices: 30-39 ppm Black and White - Monthly Service Rate**
Lot Description **Multifunction Devices**
Quantity **1 month**
Unit Price
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-22 - Multifunction Devices: 30-39 ppm Black and White - Included Images**
Lot Description **Multifunction Devices**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of images included in the Monthly Service Rate

Item **2016-026--01-23 - Multifunction Devices: 30-39 ppm Black and White - Overages**
Lot Description **Multifunction Devices**
Quantity **1 each**
Unit Price
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of images included in the Monthly Service Rate.

Item **2016-026--01-24 - Multifunction Devices: 30-39 ppm Black and White - Discount on Options**
Lot Description **Multifunction Devices**
Quantity **1 each**
Percentage
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-25 - Multifunction Devices: 30-39 ppm Color - Monthly Service Rate**
Lot Description **Multifunction Devices**
Quantity **1 month**
Unit Price
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-26 · Multifunction Devices: 30-39 ppm Color - Included Images - Black and White**
Lot Description **Multifunction Devices**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of black and white images included in the Monthly Service Rate

Item **2016-026--01-27 · Multifunction Devices: 30-39 ppm Color - Included Images - Color**
Lot Description **Multifunction Devices**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of color images included in the Monthly Service Rate

Item **2016-026--01-28 · Multifunction Devices: 30-39 ppm Color - Overages - Black and White**
Lot Description **Multifunction Devices**
Quantity **1 each**
Unit Price
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of black and white images included in the Monthly Service Rate.

Item **2016-026--01-29 · Multifunction Devices: 30-39 ppm Color - Overages - Color**
Lot Description **Multifunction Devices**
Quantity **1 each**
Unit Price
Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of color images included in the Monthly Service Rate.

Item **2016-026--01-30 - Multifunction Devices: 30-39 ppm Color - Discount on Options**

Lot Description **Multifunction Devices**

Quantity **1 each**

Percentage

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-31 - Multifunction Devices: 40-49 ppm Black and White - Monthly Service Rate**

Lot Description **Multifunction Devices**

Quantity **1 month**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-32 - Multifunction Devices: 40-49 ppm Black and White - Included Images**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444
Qty 1

Description

Enter number of images included in the Monthly Service Rate

Item **2016-026--01-33 - Multifunction Devices: 40-49 ppm Black and White - Overages**

Lot Description **Multifunction Devices**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444

Qty 1

Description

Enter price per image for overage above the number of images included in the Monthly Service Rate.

Item **2016-026--01-34 · Multifunction Devices: 40-49 ppm Black and White · Discount on Options**

Lot Description **Multifunction Devices**

Quantity **1 each**

Percentage

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-35 · Multifunction Devices: 40-49 ppm Color - Monthly Service Rate**

Lot Description **Multifunction Devices**

Quantity **1 month**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-36 · Multifunction Devices: 40-49 ppm Color - Included Images - Black and White**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance
 100 NW 1ST AVENUE
 DELRAY BEACH FL 33444
Qty 1

Description

Enter number of black and white images included in the Monthly Service Rate

Item **2016-026--01-37 · Multifunction Devices: 40-49 ppm Color - Included Images - Color**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**
Accounts Payable
 Finance

100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of color images included in the Monthly Service Rate

Item	2016-026--01-38 - Multifunction Devices: 40-49 ppm Color - Overages - Black and White
Lot Description	Multifunction Devices
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Enter price per image for overage above the number of black and white images included in the Monthly Service Rate.

Item	2016-026--01-39 - Multifunction Devices: 40-49 ppm Color - Overages - Color
Lot Description	Multifunction Devices
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Enter price per image for overage above the number of color images included in the Monthly Service Rate.

Item	2016-026--01-40 - Multifunction Devices: 40-49 ppm Color - Discount on Options
Lot Description	Multifunction Devices
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

Enter any discounts offered

Item	2016-026--01-41 - Multifunction Devices: 50-59 ppm Black and White - Monthly Service Rate
Lot Description	Multifunction Devices
Quantity	1 month
Unit Price	<input type="text"/>
Delivery Location	City of Delray Beach

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-42 - Multifunction Devices: 50-59 ppm Black and White - Included Images**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of images included in the Monthly Service Rate

Item **2016-026--01-43 - Multifunction Devices: 50-59 ppm Black and White - Overages**

Lot Description **Multifunction Devices**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of images included in the Monthly Service Rate.

Item **2016-026--01-44 - Multifunction Devices: 50-59 ppm Black and White - Discount on Options**

Lot Description **Multifunction Devices**

Quantity **1 each**

Percentage

Delivery Location **City of Delray Beach**

Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-45 - Multifunction Devices: 50-59 ppm Color - Monthly Service Rate**

Lot Description **Multifunction Devices**

Quantity **1 month**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-46 · Multifunction Devices: 50-59 ppm Color - Included Images - Black and White**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of black and white images included in the Monthly Service Rate

Item **2016-026--01-47 · Multifunction Devices: 50-59 ppm Color - Included Images - Color**

Lot Description **Multifunction Devices**

Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of color images included in the Monthly Service Rate

Item **2016-026--01-48 · Multifunction Devices: 50-59 ppm Color - Overages - Black and White**

Lot Description **Multifunction Devices**

Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of black and white images included in the Monthly Service Rate.

Item **2016-026--01-49 · Multifunction Devices: 50-59 ppm Color - Overages - Color**

Lot Description **Multifunction Devices**

Quantity **1 each**
Unit Price
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of color images included in the Monthly Service Rate.

Item **2016-026--01-50 - Multifunction Devices: 50-59 ppm Color - Discount on Options**
Lot Description **Multifunction Devices**
Quantity **1 each**
Percentage
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-51 - Multifunction Devices: 60-69 ppm Black and White - Monthly Service Rate**
Lot Description **Multifunction Devices**
Quantity **1 month**
Unit Price
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-52 - Multifunction Devices: 60-69 ppm Black and White - Included Images**
Lot Description **Multifunction Devices**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of images included in the Monthly Service Rate

Item **2016-026--01-53 · Multifunction Devices: 60-69 ppm Black and White - Overages**
Lot Description **Multifunction Devices**
Quantity **1 each**
Unit Price
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of images included in the Monthly Service Rate.

Item **2016-026--01-54 · Multifunction Devices: 60-69 ppm Black and White - Discount on Options**
Lot Description **Multifunction Devices**
Quantity **1 each**
Percentage
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item **2016-026--01-55 · Multifunction Devices: 60-69 ppm Color - Monthly Service Rate**
Lot Description **Multifunction Devices**
Quantity **1 month**
Unit Price
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter monthly service rate based on a 60 month term

Item **2016-026--01-56 · Multifunction Devices: 60-69 ppm Color - Included Images - Black and White**
Lot Description **Multifunction Devices**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of black and white images included in the Monthly Service Rate

Item **2016-026--01-57 - Multifunction Devices: 60-69 ppm Color - Included Images - Color**
Lot Description **Multifunction Devices**
Quantity **1 each**

Prices are not requested for this item.

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter number of color images included in the Monthly Service Rate

Item **2016-026--01-58 - Multifunction Devices: 60-69 ppm Color - Overages - Black and White**
Lot Description **Multifunction Devices**
Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of black and white images included in the Monthly Service Rate.

Item **2016-026--01-59 - Multifunction Devices: 60-69 ppm Color - Overages - Color**
Lot Description **Multifunction Devices**
Quantity **1 each**

Unit Price

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter price per image for overage above the number of color images included in the Monthly Service Rate.

Item **2016-026--01-60 - Multifunction Devices: 60-69 ppm Color - Discount on Options**
Lot Description **Multifunction Devices**
Quantity **1 each**

Percentage

Delivery Location **City of Delray Beach**
Accounts Payable
Finance
100 NW 1ST AVENUE
DELRAY BEACH FL 33444
Qty 1

Description

Enter any discounts offered

Item	2016-026--01-61 · Multifunction Devices: Other Equipment
Lot Description	Multifunction Devices
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

List any additional equipment or supplies related to image management, not specifically requested in this bid.

Item	2016-026--01-62 · Multifunction Devices: Other Services
Lot Description	Multifunction Devices
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Delray Beach <u>Accounts Payable</u> Finance 100 NW 1ST AVENUE DELRAY BEACH FL 33444 Qty 1

Description

List any additional services related to image management, not specifically requested in this bid.



CITY OF DELRAY BEACH

100 NW 1st AVENUE, DELRAY BEACH, FL 33444

Multi-Function Devices Dec 3, 2015 2:00:00 PM EST

**MAYOR
VICE MAYOR
DEPUTY VICE MAYOR
COMMISSIONER
COMMISSIONER
CITY MANAGER**

**- CARY D. GLICKSTEIN
- SHELLY PETROLIA
- AL JACQUET
- JORDANA JARJURA
- MITCH KATZ
- DONALD B. COOPER**

Purchasing Department ♦ (561) 243-7161 ♦ purchasing@mydelraybeach.com



CITY OF DELRAY BEACH

TEL: (561) 243-7161

FAX: (561) 243-7166

PURCHASING DEPARTMENT INVITATION TO BID

ITB NO: 2016-026

TITLE: Multi-Function Devices

ISSUE DATE: November 6, 2015

DEPARTMENT: Purchasing

DUE DATE: December 3, 2015

TIME: 2:00 P.M.

SCOPE OF WORK Bid 2016-026

Multi-Function Devices

Introduction:

The City of Delray Beach, Florida ("City") is soliciting bids from qualified companies to provide replacement multi-function devices that will fulfill the needs of the City. The City intends to award the bid to one qualified bidder to provide the following services: lease, maintenance, and/or repairs of networked multi-function devices; usage and maintenance monitoring software program; an automated support and supply ordering program; a maximum response time and minimum machine down time guarantee and utilization reporting for replacement multi-function devices.

The primary objectives are: (1) the optimization and management of our printing and imaging devices; (2) standardization on models and configuration; (3) improve efficiencies in resources and costs; (4) improve customer support; (5) lessen environmental impact; and (6) to develop a contract with one bidder to service all multi-function devices at all locations.

Scope:

The City seeks to entertain solutions for one bidder to manage multi-function devices; as well as allow the City to consider document management solutions which will include:

- Having an available, accurate detailed list of all devices and locations throughout the City's departments.
- The ability for the City to see and manage the cost of printing throughout their departments with usage reports for auditing (who is printing what and how much did it cost)
- Citywide year end cost analysis that provides a detailed report with total cost, department costs, and performance review along with recommendations to improve operations and reduce costs further.

- The ability to expand or contract the overall size of our multi-function devices as needs change.

The City's goal is to have fewer devices in use and still meet business needs. This will allow the City to continue to lower its operating costs associated with print output.

This bid includes a service contract in which the bidder assumes full responsibility and risk for all multi-function device supply needs and maintenance services. The expectation is that the City will be responsible solely for the cost per print. Maintenance costs should be included as part of the cost per print.

Successful bidder shall be responsible for all facets of the multi-function device management to include but not be limited to installation, support, service, metering, supplies, billing, equipment moves, removals, short term rentals, loaners, etc. In meeting this objective, the City is seeking responses that will clearly:

- Ensure that City employees are continually satisfied with the multi-function devices provided
- Control, monitor, manage, and reduce overall print costs for the City
- Decrease our overall operational costs
- Provide the ability to monitor print volumes by device and create incentives for staff to reduce print volumes

The City is looking for a solution that will help control costs and potentially reduce the need to print. The bidder will provide equipment, maintenance, all consumable supplies (other than paper), and a full function print management software for the multi-function devices.

All multifunction devices must allow for the utilization of the City's existing proximity cards for employees to have a secure print option.

Multi-function Device Specifications:

Specifications listed within each machine category are the minimum acceptable requirements and should be included in the cost-per-copy price. Bidders must submit models for each category listed below, detailing the ability of that model to meet or exceed the specification. Bidders are not to assume that the list of equipment is the final list.

10-19 ppm specifications

Document Feeder	Standard
Output Size	Up to 8.5 x 14
Minimum First Copy Time	7.5 second or less
Duplexing	Standard
Stapling	Not required
Walk-up Faxing	Standard
Fax from Desktop (print to fax)	Standard
Internet Fax	Standard
Scan to Email (with LDAP authentication)	Standard
Secure (password protected) printing	Standard
Console	Desktop or standard
Number of Paper Drawers (excluding bypass)	1 minimum

Total sheet capacity of drawers (excluding bypass)	250 sheets minimum
Stack-feed bypass	100 sheets minimum
paper weight	up to 42lb

20-29 ppm specifications

Document Feeder	Standard
Output Size	Up to 8.5 x 14
Minimum First Copy Time	4.5 second or less
Duplexing	Standard
Stapling	Standard 50 sheet
Sheet capacity of finisher	500 sheet minimum
Walk-up Faxing	Standard
Fax from Desktop (print to fax)	Standard
Internet Fax	Standard
Scan to Email (with LDAP authentication)	Standard
Secure (password protected) printing	Standard
Console	Standard
Number of Paper Drawers (excluding bypass)	2 minimum
Total sheet capacity of drawers (excluding bypass)	1000 sheets minimum
Stack-feed bypass	100 sheets minimum
paper weight	up to 42lb

30-39 ppm specifications

Document Feeder	Standard
Output Size	Up to 11 x 17
Minimum First Copy Time	3.5 second or less
Duplexing	Standard
Stapling	Multi-position standard 50 sheet
Sheet capacity of finisher	1000 sheet minimum
Hole Punching	Option
Walk-up Faxing	Standard
Fax from Desktop (print to fax)	Standard
Internet Fax	Standard
Scan to Email (with LDAP authentication)	Standard
Secure (password protected) printing	Standard
Console	Standard
Number of Paper Drawers (excluding bypass)	3 minimum
Total sheet capacity of drawers (excluding bypass)	2000 sheets minimum
Stack-feed bypass	100 sheets minimum
paper weight	up to 42lb
Auto tray switching	Standard

40-49 ppm specifications

Document Feeder	Standard
Output Size	Up to 11 X 17
Minimum First Copy Time	4.2 second or less
Duplexing	Standard

Stapling	Multi-position standard 50 sheet
Sheet capacity of finisher	3000 sheet minimum
Hole Punching	Option
Walk-up Faxing	Standard
Fax from Desktop (print to fax)	Standard
Internet Fax	Standard
Scan to Email (with LDAP authentication)	Standard
Secure (password protected) printing	Standard
Console	Standard
Number of Paper Drawers (excluding bypass)	3 minimum
Total sheet capacity of drawers (excluding bypass)	4000 sheets minimum
Stack-feed bypass	100 sheets minimum
paper weight	up to 110lb cover
Auto tray switching	Standard

50-59 ppm specifications

Document Feeder	Standard
Output Size	Up to 11 x 17
Minimum First Copy Time	5 second or less
Duplexing	Standard
Stapling	Multi-position standard 50 sheet
Sheet capacity of finisher	500 sheet minimum
Hole Punching	Option
Walk-up Faxing	Standard
Fax from Desktop (print to fax)	Standard
Internet Fax	Standard
Scan to Email (with LDAP authentication)	Standard
Secure (password protected) printing	Standard
Console	Standard
Number of Paper Drawers (excluding bypass)	3 minimum
Total sheet capacity of drawers (excluding bypass)	5000 sheets minimum
Stack-feed bypass	100 sheets minimum
paper weight	up to 110lb Cover
Auto tray switching	Standard

60-69 ppm specifications

Document Feeder	Standard
Output Size	Up to 11 x 17
Minimum First Copy Time	5 second or less
Duplexing	Standard
Stapling	Multi-position standard 50 sheet
Sheet capacity of finisher	1500 sheet minimum
Hole Punching	Option
Walk-up Faxing	Standard
Fax from Desktop (print to fax)	Standard
Internet Fax	Standard

Scan to Email (with LDAP authentication)	Standard
Secure (password protected) printing	Standard
Console	Standard
Number of Paper Drawers (excluding bypass)	4 minimum
Total sheet capacity of drawers (excluding bypass)	10000 sheets minimum
Stack-feed bypass	100 sheets minimum
paper weight	up to 130lb Cover
Auto tray switching	Standard

Multi-function Device Minimum Features:

- A. Must be U.L. approved, ENERGY STAR® compliant ISO hard drive security standards complaint. Bidder is responsible for assisting the City in maintaining confidentiality and security of documents and information that pass through the multi-function device.
- B. Able to use both PCL and postscript drivers and be capable to default to black and white and duplex printing for cost efficiencies. Bidder must provide drivers and provide updated drivers as released.
- C. Will be capable of reporting potential issues, trigger re-ordering of supplies etc., via network connection, and bidder will provide proactive service based on this information as part of the services agreement.
- D. Multi-function device management software should be capable of using Active Directory, user account control, and authentication for simplified release of documents.
- E. On-line program management and reporting for the City is requested for specific and overview information, supplies ordering, usage, up-time, invoicing, etc.
- F. All multi-function devices must have the ability to scan to desktops, email and network folders.
- G. Multi-function devices must be able to produce clean, acceptable images using a minimum of 30% postconsumer waste recycled paper made for copying purposes.
- H. The Bidder shall maintain, configure, and repair the multi-function devices. Bidders shall be required to interact with the City Information Technology Department to coordinate configurations and protocols.
- I. System must be capable of supporting proximity card access for all release of documents.

Support and Maintenance:

- A. Bidder must perform full-service support for all multi-function devices during normal business hours (Monday–Friday, 8 a.m.–5 p.m.) within the pricing proposed.
- B. Bidder must provide telephone support for City staff questions. This phone access must be available to the City at no additional charge for as long as the Bidder is maintaining the equipment.
- C. Bidder must perform all preventative maintenance services at the manufacturer's suggested intervals and will guarantee the use of only original manufacturer's parts and supplies.

- D. Bidder shall provide a four hour service response time. The four hour requirement is calculated from the time the first phone call is made for support to the Bidder until the appropriately trained technician is on site.
- E. Bidder will provide a loaner machine anytime equipment is down for more than two business days. The loaner will remain on site until the original unit is repaired or replaced. In the unlikely event that a loaner is not available, a new unit will be provided.
- F. Bidder shall dispatch certified repair technicians to all facilities.
- G. If any device has four repeat service calls or if there is more than a 3 day delay in parts, the service department shall replace the troubled unit with a like unit until the device is repaired correctly without cost to the City.
- H. All devices must be serviced at the facility in which they are located, and cannot be removed from facility for service/maintenance. If the device is replaced due to inoperability, the City requires that all hard drives be removed and retained by the City. The device must be wiped of all data before being removed from facility for disposal.
- I. Consumable supplies shall be delivered within 24 business hours (8 a.m. to 5 p.m., Monday through Friday) of order, regardless of location. Inability to deliver within that time due to severe or extreme weather conditions will be negotiable provided the City is given at least 8 hour advance notice. Consumable supplies must meet original equipment manufacturers specifications. Bidder assumes all responsibility for hardware performance due to consumable supplies. Bidder retains ownership of all consumables inventory. Down time due to lack of consumable supplies will not be acceptable.
- J. Bidder must provide break/fix alerts with help desk integration to initiate proper action.
- K. Bidder must provide managed supplies alerts with help desk integration to initiate proper action.

Network Connectivity:

Connection to the City network requires the proposed solution to support IP v4/6. Bidders should describe the connectivity requirements of the equipment being proposed including the print controllers, network protocol(s) and software.

All City departments are attached to the City's network with Intel computers with Microsoft Windows 7 or higher. Microsoft Windows 2008/2012 Servers are used for File and Print Services.

The successful bidder must be prepared to work with the City IT staff on each networked installation to ensure that all networked services are installed and functioning properly. Print Drivers will be installed in conjunction and alongside City IT staff. The successful bidder must document the printer driver installation process.

Equipment Uptime:

Each device provided by the successful bidder(s) shall be expected to perform the intended functions, to operate satisfactorily and to produce acceptable copy quality for a minimum of 98% of the available work time averaged over a consecutive three-month period. Preventative maintenance time shall not be included in the minimum. Any device or feature that does not meet the 98% measurement for any three consecutive month periods shall be replaced with a new device. Such replacements will be at no-charge to the City. This performance guarantee shall apply for the duration of the contract. Failure to meet the 98% uptime standard as required

will cause the City to take a service credit and withhold that amount from invoices owed to the Bidder. The service credit shall be \$50.00 per hour for each hour below 98% uptime.

Remedial and Preventative Maintenance and Supplies:

Coverage offered in each instance, is to be a full service maintenance contract including all toner, developer, fuser, oil, drums, staples, repair parts, labor and preventative maintenance service. Bidder is responsible for removing and disposing of used supply containers. Bidder must provide manufacturers' notices of discontinuing the production of any model furnished hereunder.

The Bidder shall provide preventative maintenance and repairs. The bidder shall provide preventative and remedial maintenance service during the City's normal business hours 8:00 A.M. through 5:00 P.M. except on City holidays to keep the equipment in good working order.

Preventative maintenance will be regularly scheduled and based on the specific needs of the equipment as determined by the manufacturer. This schedule should be provided upon delivery of each machine. On Call remedial maintenance will be performed on an as needed basis as determined by the City and/or determined by multi-function device software diagnostics and "call-home" features.

An adequate inventory of spare parts must be kept by the bidder to be available for repairs necessary to keep the multi-function devices operating. All maintenance will be performed by fully factory trained technicians. The successful bidder shall only use OEM replacement parts and authorized supplies. The successful bidder will be responsible for the pickup and recycling of depleted toner cartridges or supply pre-addressed, prepaid return labels for shipping.

Loaner:

If during a repair call it is determined that a multi-function device cannot be repaired in place within two business days, at the request of the City, another multi-function device of like size and features is to be supplied at no cost other than the contract service/maintenance per copy charge in effect at the time.

Installation, Inspection, and Acceptance:

The successful bidder(s) will coordinate the installation phase with City IT staff. Upon installation, the City shall operate the multi-function device for thirty (30) days. All functions must work in the City's environment without difficulty or failure. The successful bidder(s) will be notified of any and every difficulty or failure. Should the multi-function device not perform in accordance with the requirements stated in this solicitation document to the satisfaction of City staff, the Multi-function device must be removed at the proposer(s) expense and the contract may be terminated. Upon successful performance of the Multi-function device during this thirty-(30) day period, the Multi-function device will be accepted and the contract shall begin.

User Training:

The successful bidder shall provide a minimum of (1) one-hour orientation and training for the end-user department staff on all aspects of machine operation, maintenance, and supply replenishment for each machine placed in service. These sessions will be held at the City's specified locations. Additional training will also be available as needed at no cost to the City.

Removal and Surrender of the Equipment:

At the end of the lease term or unless sooner terminated, the City agrees to surrender the equipment. Proposer shall, at no cost to the City, accept and remove equipment or provide for its removal. Failure to remove the equipment shall entitle the City to remove the equipment and place it in storage at Bidder's expense and Bidder shall hold the City free and harmless from any expense or damages of any kind occasioned thereby and arising there from.

A company representative must provide 90 days notice of all upcoming lease expirations. Each multi-function device may be relocated (after initial installation) one (1) time per year at no additional charge to the City. Thereafter, if the same multi-function device is relocated, it will be at the rate specified in the contract. Bidders shall include in their proposal the fixed price for additional multi-function device relocations, if the contractor performs the move. This does not include multi-functions devices replaced or upgraded.

Reporting:

Bidder must provide quarterly electronic (Excel) service reports to the City of Delray Beach to include at a minimum:

- Equipment ID No., Serial No., Make, Model, and meter reading.
- Average service response time.
- Percentage of Up-time
- Average number of service calls per month over the reporting quarter
- Average pages between failures over the reporting quarter
- Average days between failures over the reporting quarter
- Average downtime/uptime over the reporting quarter
- Average response time over the reporting quarter
- Average on-site response time over the reporting quarter
- Average repair times after receiving original request for maintenance over the reporting quarter

Presentation and Site Visits:

Bidders may be requested to give formal presentations to the evaluation committee and should be prepared to discuss all aspects of the proposal in detail. Site visits to the bidders facilities may also be required if further equipment demonstration is necessary.

Data Security:

The City of Delray Beach is required to comply with local, state and federal privacy statutes regarding data. For this reason; the City must be provided with the ability to clear document data from non-volatile memory such as hard drives, solid state memory, etc. on a regular basis and especially before a device/machine is to be removed from City service. A device/machine is not to be removed before this has been accomplished. The data may either be deleted or the hard drive removed before the machine leaves the premises or may be deleted on an ongoing basis by configuring the machine to delete and overwrite the images after they are no longer required. Any method used is at no additional charge to the City. This data overwrite is the preferred method as the images will not be kept at all and will therefore not raise security concerns. Regardless of the method used, all multi-functions devices must come into the City with some sort of security. The City's Network Security Standards state that any bidder that comes into possession of City data must act as an extension of the City and handle it in a confidential manner. In this case, the bidder must notify the City immediately and not share the data with anyone. In addition, the City Network Security Standards require that all wireless devices have all security features turned on. And device/machine fitted with wireless capabilities must be locked down to ensure the confidentiality of the data being transmitted to and from the machine and any data that may be in memory. Prior to de-installation of any unit within the City, the bidder shall remove any stored copy/print/scan job data from each unit's memory at no charge to the City. The bidder, at a minimum, will provide a form indicating a data security device has been installed on the machine/device. The bidder should also provide a third party certificate verifying the data security device removes any data stored on the multi-functional device.

Pricing:

Bidders should submit pricing on the basis of five (5) year equipment lease plus cost-per-page solution with a firm, fixed price for the term of the contract. The City strongly desires this pricing but bidders may also submit an alternate proposal with costs based upon volume levels of equipment or monthly minimum charges.

All costs for equipment shall include: inside delivery to the equipment's intended location, set-up and training, any associated transportation costs to the City's specified locations. The City will not pay for removal of any equipment being replaced for the entire length of the contract. Proposals that stipulate the customer/client (City) pays for removal of equipment or shipping costs at the end of the agreement or when an upgrade, downgrade, relocation or elimination of any machine is desired by the bidder or a third party service agreement will be automatically withdrawn from consideration.

The monthly prints shall be evaluated and accumulated for all machines quarterly. The Bidder may invoice any amounts over the monthly amounts when calculated on a quarterly basis. The City may request adjusts to the monthly number of prints based on the actual volume in the prior quarter.

Mandatory Technical Response:

Multi-function Replacement – Provide the model and feature information for each type of multi-function device. Include any optional features with the costs noted. Note if a feature is standard, optional or not available.

Multi-function and Printer Managed Services - Describe the methodology you intend to use to evaluate the current multi-function devices and describe any and all costs related to the program. Include a suggested work schedule. Fully describe the qualifications of your staff and your firm's demonstrated experience in effectively reducing copier and printer costs. Describe your firm's experience in copier and printer managed services.

Describe how your company will support and maintain the multi-function devices described herein. The description should include experience, certification and training for technicians assigned to the account, maintenance of parts and supply inventory, and scheduling and assignment of technicians working on the account. The Bidder must show that it has the infrastructure to support all our locations and describe the service and repair process by addressing the following:

Describe the total process your organization follows for a service call.

- How are after-hour service calls taken?
- What is the process a customer should follow for the escalation of a service issue?
- Provide a list of certified technicians.
- Does your company offer User Help Desk support as a standard service offering? If yes is this service outsourced? Where?
- Bidders will include in their response complete descriptive literature of equipment that Shows specifications of equipment offered. Literature may be submitted in the form of Brochures.
- Include information on electrical and space requirements.
- Provides the dimensions of the copiers with and without optional features. Details measurements including their maximum widths, with finishers/sorters and paper cassettes attached.

City of Delray Beach Instructions for Bidders

BID NOTIFICATION: The City of Delray Beach (City) utilizes the following procedures for notification of bid opportunities:

Bidsync – www.bidsync.com
DemandStar – www.demandstar.com
Request via email purchasing@mydelraybeach.com
City of Delray Beach – Hard copies are available at City Hall

These are the only forms of notification authorized by the City. The City shall not be responsible for receipt of notification and information from any source other than those listed. It shall be the bidder's responsibility to verify the validity of all bid information received by sources other than those listed.

REQUIRED INFORMATION: The City bid packets contain various sections requiring completion. The bid form section of the bid packet must be completed prior to the date and time set for bid opening and included with the bid packet or the bidder may be found non-responsive. Vendors may be required to complete and supply all information contained in the "supplemental information" portion of the packet at a date after bid opening. Failure to complete "supplemental information" requirements in a timely manner, prior to council award, may be used by the City in determining a vendor's responsibility.

CORRESPONDENCE: The number of this bid packet must appear on all correspondence, or inquiries, pertaining to this bid.

PREPARATION COST: The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any bids or materials submitted in response to any solicitation.

NOTICE OF PUBLIC DOCUMENTS: Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

ADDENDA: Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Delray Beach Purchasing Department. Addenda will be sent to all who are known to have received a copy of this bid packet, if the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda or they may be declared non-responsive.

SAMPLES: Any catalog, brand names, or manufacturer's reference in this bid packet is descriptive and not restrictive, and is used to indicate type and quality level desired for comparison purposes unless specifically excluded. Please quote as listed or give equal. If item offered is other than as indicated, bidder must state make, model, and part number of product quoted. Equality will be determined by the City, per the specifications. Samples, if required, shall be furnished free of expense to the City. Samples should not be enclosed with bid unless requested.

PRICING: bid price(s) quoted, must be held firm for ninety (90) days to allow for evaluation unless otherwise stated in this document.

BILLING INSTRUCTIONS – AWARDED FIRM: Invoices must show the purchase order number and shall be submitted electronically to accountspayable@mydelraybeach.com or mailed to Accounts Payable, 100 NW 1st Avenue, Delray Beach, FL 33444.

TAXES: The City of Delray Beach is exempt from any sales tax imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8012621559C-4 appears on each purchase order.

ERROR-QUANTITY: bid price must be submitted on units of quantity specified, extended, and total shown, in the event of discrepancies in extensions, the unit price shall govern.

WARRANTY/GUARANTEE LAWS AND REGULATIONS: By submittal of this bid, in addition to the guarantees

and warranties provided by law, vendor expressly guarantees and warrants as follows:

- a. That the articles to be delivered hereunder will be in full conformity with the specifications or with the approved sample submitted, and agreed that this warranty shall survive acceptance of delivery and payment for the articles and that the vendor will bear the cost of inspecting and/or testing articles rejected.
- b. That the articles to be delivered hereunder will not infringe on any valid patent, trademark, trade name, or copyright, and that the vendor will, at vendor's own expense, defend any and all actions or suits charging such infringement and will save and hold harmless the City, its officers, employees, agents, and representatives from any and all claims, losses, liabilities and suits arising there from.
- c. That the articles to be delivered hereunder will be manufactured, sold and/or installed in compliance with the provisions of all applicable federal, state and local laws and regulations.
- d. That nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of the City.

PACKAGING: Unless otherwise indicated, items will be new, unused, and in first rate condition in containers suitable for damage-free shipment and storage.

F.O.B./DAMAGE: Items shall be bid F.O.B. delivered, designated location, and shall include all delivery and packaging costs. The City of Delray Beach assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City of damage.

PAYMENT TERMS: Payment terms are net 45 unless otherwise specified by the City in the bid packet.

ELECTRONIC BIDS: Electronic bids are to be submitted through a secure mailbox at BidSync (www.bidsync.com) until the date and time as indicated in this Solicitation document. It is the sole responsibility of the Bidder/Proposer to ensure their bid reaches BidSync before the Solicitation closing date and time. There is no cost to the Bidder/Proposer to submit a bid in response to a City of Delray Beach solicitation via BidSync. Electronic bid submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files.

PRESENTATION OF BIDS – PAPER SUBMISSION: Complete bid packets must be presented to the Purchasing Department in a sealed envelope unless otherwise indicated. All paper submissions must be received on or before the due date and time (local time) at the City of Delray Beach, Purchasing Office, 100 NW 1st Avenue, Delray Beach, Florida 33444. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. The Proposer's name, return address, BID number, BID title, due date and time must be noted on the envelope. It is the sole responsibility of the bidder to utilize the forms provided in the bid package and to ensure their bid reaches the Purchasing Office on/or before solicitation due date and time (local time). Included in the envelope shall be ONE (1) unbound original, TWO (2) copies of all bid forms, and one (1) electronic copy of all submitted materials on CD. The original should be marked "ORIGINAL". Each copy must be identical to the original and the file format on the CD should be in Portable Document Format (pdf).

ALTERING BIDS – PAPER SUBMISSION: Bid prices cannot be altered or amended after submission deadline. Any inter-lineation alteration, or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

LATE BIDS – PAPER SUBMISSION: Bid packets received in the purchasing division after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Delray Beach is not responsible for the lateness of mail carrier, weather conditions, etc.

WITHDRAWAL OF BIDS: Bidder agrees that a bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of the City.

BID OPENINGS: All bids submitted will be read at the City's scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Delray Beach purchasing guidelines, and project documents, including but not limited to the bid specifications and

required submittal documents. The City will notify the successful bidder upon award of the contract and, according to state law all bids received will be available for inspection at that time.

MINOR DEFECT: the City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.

EVALUATION: Bids will be evaluated as outlined in the bid document.

AWARD OF BID: The City of Delray Beach reserves the right to accept any Bid or combination of Bid alternates which, in the City's judgment will best serve the City's interest, reject any and all Bids, to waive any and all informalities and/or irregularities, and to negotiate terms with the Successful Bidder, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Bids. The City reserves the right to reject any or all Bids, or any part of any Bid, to waive any informality in any Bid, and to award the purchase in the best interest of the City. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit price. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

SPLIT AWARD: the City reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid. The City reserves the right to take into consideration contract administration costs for multiple award contracts when determining low bid.

DEFINITION: Bid shall mean a bid, proposal, or quotation.

Proposal Submittal Signature Page

By signing this Proposal/Bid, the Proposer/Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Street Address:

Mailing Address (if different from Street Address):

Telephone Number(s):

Fax Number(s):

Email Address:

Federal Employer Identification Number:

Firm Name

Signature

Name and Title

Date

By signing this document, the Proposer agrees to all terms and conditions of the solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL/BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL/BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL/BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL/BID.

City of Delray Beach Standard Terms and Conditions

1. **ACCEPTANCE:** This order is for the purchase of goods ("the Goods"). The Buyer's offer to the Seller and the Seller's acknowledgement to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Goods and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Goods shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Goods are not manufactured pursuant to detailed designs furnished by Buyer they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Goods for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY:** Seller shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend Buyer, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Seller, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against Buyer by reason of any such claim, cause of action, or demand, Seller shall, upon written notice from Buyer, resist and defend such lawsuit or proceeding by counsel satisfactory to Buyer or, at Buyer's option, pay for an attorney selected by the City Attorney to defend Buyer. The obligations of this section shall survive the expiration or earlier termination of this order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Seller under this order may be retained by Buyer until all of Buyer's claims for indemnification pursuant to this order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the Buyer.
4. **INSURANCE:** Seller shall procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall furnish to Buyer upon request a Certificate of Insurance evidencing the foregoing coverage and limits.
5. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this order.
6. **LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** This order shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Order, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Order shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ACCEPTING THIS ORDER, SELLER AND**

BUYER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS ORDER. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS ORDER AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- 7. MATERIALITY AND WAIVER OF BREACH:** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this order and that each is, therefore, a material term hereof. Buyer's failure to enforce any provision of this order shall not be deemed a waiver of such provision or modification of this order. A waiver of any breach of a provision of this order shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this order.
- 8. ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.
- 9. REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
- 10. PLACE OF DELIVERY:** The goods shall be delivered to the City of Delray Beach, Florida, at address stated on the order.
- 11. INSPECTION GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement, it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
- 12. NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim. However, any defects incapable of discovery shall not be deemed waived by the provisions herein, and this provision shall not be deemed a waiver of any warranties set forth herein or in any modification of this Order.
- 13. FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein provided that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this Order which shall effect a warranty of fitness for a particular purpose.
- 14. TAX EXEMPTION:** The City of Delray Beach is exempt from State Sales Tax and Federal Excise Taxes. Where tax applies, the invoice must show gross, price, amount of tax, and net price. Exception certificate will be provided upon request.
- 15. INDEPENDENT CONTRACTOR:** Seller is an independent contractor under this Order. Services provided by Seller pursuant to this Order shall be subject to the supervision of Seller. In providing such services, neither Seller nor its agents shall act as officers, employees, or agents of Buyer. No partnership, joint venture, or other joint relationship is created hereby. Buyer does not extend to Seller or Seller's agents any authority of any kind to bind Buyer in any respect whatsoever.

- 16. PUBLIC ENTITY CRIME ACT:** Seller represents that the acceptance of this order will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 Buyer, may not submit a bid on a contract with Buyer for the construction or repair of a public building or public work, may not submit bids on leases of real property to Buyer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Buyer, and may not transact any business with Buyer in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this order and recovery of all monies paid by Buyer pursuant to this Order, and may result in debarment from Buyer's competitive procurement activities.

In addition to the foregoing, Seller further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Seller has been placed on the convicted vendor list.

- 17. THIRD PARTY BENEFICIARIES:** Neither Seller nor Buyer intends to directly or substantially benefit a third party by this Order. Therefore, the parties agree that there are no third party beneficiaries to this Order and that no third party shall be entitled to assert a right or claim against either of them based upon this Order.
- 18. ASSIGNMENT AND PERFORMANCE:** Neither this Order nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. Buyer may terminate this Order, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Seller of this Order or any right or interest herein without Buyer's written consent. Seller shall perform its duties, obligations, and services under this Order in a skillful and respectable manner. The quality of Seller's performance and all interim and final product(s) provided to or on behalf of Buyer shall be comparable to the best local and national standards.
- 19. SEVERANCE:** In the event a portion of this Order is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Buyer or Seller elects to terminate this Order. An election to terminate this Order based upon this provision shall be made within seven (7) days of final court action, including all available appeals.
- 20. AMENDMENTS:** 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 Order and executed by the Buyer and Seller or others delegated authority to or otherwise authorized to execute same on their behalf.
- 21. PRIOR ORDERS:** This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Order that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 22. PAYABLE INTEREST:** Payment of Interest. Buyer shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Seller waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Order. Rate of Interest. In any instance where the prohibition or limitations of this Section are determined to be invalid or unenforceable, the annual rate of interest payable by Buyer under this Order, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

- 23. PUBLIC RECORDS:** Seller shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Seller agrees to:
- Keep and maintain all records that ordinarily and necessarily would be required by the Buyer.
 - Provide the public with access to public records on the same terms and conditions that the Buyer would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - Meet all requirements for retaining public records and transfer, at no cost, to the Buyer all records in possession of the Seller at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Buyer in a format that is compatible with the information technology systems of the Buyer. All records shall be transferred to the Buyer prior to final payment being made to the Seller.
 - If Seller does not comply with this section, the Buyer shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
- 24. INSPECTOR GENERAL:** Seller is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Seller and its sub licensees and lower tier sub licensees. Seller understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Seller or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the Buyer to be a material breach of this Order.
25. **LOCAL PREFERENCE:** In accordance with the City of Delray Beach Code of Ordinances Sec. 36.14, the City shall give preference to a Local Business if the Local Business' bid is determined to be within five percent (5%) or five thousand dollars (\$5,000.00), whichever is less, of the lowest responsible and responsive bidder.

Other Terms

1. LIMITATIONS ON COMMUNICATIONS -- CONE OF SILENCE:

Proposers are advised that a Cone of Silence will be in effect during this Bid. The Cone of Silence prohibits any communications, except written correspondence, regarding this Bid, between the Proposers or any Person representing the Proposers, and any member of the City Commission, the Commission's staff, any City employee authorized to act on behalf of the City to award the contract under this Bid, or any member of the Selection Committee. Failure to adhere to the Cone of Silence provisions is cause for rejection of a bid. The Cone of Silence will commence and take effect at the deadline for submitting proposals, as indicated in Section 1.7, above. All written correspondence with the City must be directed to the Chief Purchasing Officer, who is the only Person authorized to receive such documents.

Section 36.13 of the City Code provides "[a]ny person participating in a competitive solicitation issued by the City shall comply with Section 2-355 of the Palm Beach County Code of Ordinances." The County Code provides as follows:

- "a. 'Cone of silence' means a prohibition on any communication, except for written correspondence, regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:
 - (1) Any person or person's representative seeking an award from such competitive solicitation; and
 - (2) Any county commissioner or commissioner's staff, any member of a local governing body or the member's staff, a mayor or chief executive officer that is not a member of a local governing body or the mayor or chief executive officer's staff, or any employee authorized to act on behalf of the commission or local governing body to award a particular contract.
- b. For the purposes of this section, a person's representative shall include but not be limited to the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.
- c. The cone of silence shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation. The cone of silence applies to any person or person's representative who responds to a particular request for proposal, request for qualification, bid, or any other competitive solicitation, and shall remain in effect until such response is either rejected by the county or municipality as applicable or withdrawn by the person or person's representative. Each request for proposal, request for qualification, bid or any other competitive solicitation shall provide notice of cone of silence requirements and refer to this article.
- d. The provisions of this article shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meeting, presentations made to the board or local municipal governing body as applicable, and protest hearings. Further, the cone of silence shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence at any time with any employee, county commissioner, member of a local municipal governing body, mayor or chief executive officer that is not a member of the local municipal governing body, or advisory board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.
- e. The cone of silence shall not apply to any purchases made in an amount less than the competitive bid threshold set forth in the county purchasing ordinance (County Code, chapter 2, article III, division 2, part A, section 2-51 et seq.) or municipal ordinance as applicable.

- f. The cone of silence shall terminate at the time the board, local municipal governing body, or a county or municipal department authorized to act on behalf of the board or local municipal governing body as applicable, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.
- g. Any contract entered into in violation of the cone of silence provisions in this section shall render the transaction voidable."

2. CONFLICT OF INTEREST:

- A. Bidder declares and certifies that no officer, employee or person whose salary is payable in whole or part from the City of Delray Beach is directly or indirectly interested in this bid or in the supplies, materials, equipment or services to which it relates or in any portion of the profits thereof; or
- B. The award is subject to provisions of State Statutes and City Ordinances. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the City of Delray Beach. Further, all bidders must disclose the name of any City employee who owns, directly or indirectly, any interest in the bidder's firm or any of its' branches.

3. BID PROTEST: PROTEST OF AWARD / PROTEST BOND: Parties that are not actual bidders, proposers or responders, including, but not limited to, subcontractors, material and labor suppliers, manufacturers and their representatives, shall not have standing to protest or appeal any determination made.

After the notice of intent to award and agreement is posted, any actual bidder, proposer or responder who is aggrieved in connection with the pending award of the agreement or any element of the process leading to the award of the agreement may file a protest with the Chief Purchasing Officer by close of business on the third business day after posting (excluding the day of notification) or any right to protest is forfeited. It shall be the sole responsibility of such bidder, proposer or responder to verify the operating hours of City Hall. Notice of Intent to Reject all Bids, Proposals or Responses is subject to the protest procedure.

Note: Any bidder, proposers or responders filing a protest shall simultaneously provide a Protest Bond to the City in the amount of five percent (5%) of the Protester's bid, proposal, or response amount or the amount of fifteen thousand dollars (\$15,000.), whichever is less. If the protest is decided, in the protester's favor the entire protest bond is returned. If the protest is not decided in the protester's favor the protest shall be forfeited to the City. The protest bond shall be in the form of a cashier's check. Ord.No.29-13, Section 36.04

Protest shall be addressed to:
City of Delray Beach
Chief Purchasing Officer
100 NW 1st Ave
Delray Beach, FL 33444

4. ANTI-COLLUSION:

- A. Bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, services, supplies, or equipment and is in all respects fair and without collusion or fraud.
- B. No premiums, rebates or gratuities permitted; either with, prior to, or after any delivery of material or provision of services. Any such violation may result in contract cancellation, return of materials or discontinuation of services and the possible removal from the vendor bid list(s).

5. CITY POLICIES: Awarded contractor shall comply with the City of Delray Beach Equal Employment Opportunity Policy, Violence in the Workplace Policy, Drug and Alcohol Free Workplace Policy, General Complaint Policy and Sexual Harassment Policy. Copies of these policies may be obtained from the City of Delray Beach Human Resources Division. Violations of these policies may result in cancellation/termination of the contract.**6. NON-DISCRIMINATION:** The Bidder shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. The Bidder will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, disabilities, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The bidder agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors and it is the responsibility of the subcontractors to be in compliance.**7. DISCRIMINATION:** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide 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 on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

Conflict of Interest Disclosure Form

The award of this RFP/Bid is subject to the provisions of Chapter 112, Florida Statutes and Palm Beach County Ordinance Section 2-443. All Proposers/Bidders must disclose within their proposal: the name of any officer, director, or agent who is also an employee of the City of Delray Beach.

Furthermore, all Proposers/Bidders must disclose the name of any City employee or relative of a City employee who owns, directly or indirectly, an interest in the Proposers/Bidders firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for key personnel involved in the award of this RFP/Bid.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

☐ To the best of our knowledge, the undersigned firm has no potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

☐ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest as defined in Chapter 112, Florida Statutes and Section 2-443, Palm Beach County Code of Ordinances.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

Drug-Free Workplace

If identical tie bids exist, preference will be given to the vendors who submit a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. The drug-free workplace preference is applied as follows:

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program.

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

- 1) This firm publishes 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 prohibition.
- 2) This firm informs employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) This firm gives each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), this firm notifies 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 chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) This firm imposes a sanction on or requires the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) This firm will continue to make a good faith effort to maintain a drug-free workplace through implementation of this section.

Firm Name

Signature

Name and Title

Date

Public Entity Crimes

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-Proposer, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Firm Name

Signature

Name and Title

Date

The Proposer/Bidder hereby acknowledges the receipt of the following addenda, which were issued by the City and incorporated into and made part of this RFP/Bid. The Proposer/Bidder acknowledges that it is solely responsible for ensuring that it is aware of, and in receipt of, all addenda.

[illegible]

**City of Delray Beach
Purchase Order Terms and Conditions**

1. **ACCEPTANCE:** This order is for the purchase of goods ("the Goods"). The Buyer's offer to the Seller and the Seller's acknowledgement to the Buyer shall constitute Seller's acceptance of such order including all of the terms and conditions herein set out. In the absence of such acknowledgement, commencement of delivery of the Goods and acceptance of such deliveries by Buyer shall constitute a firm contract on the terms and conditions hereof. This order is subject to the following terms and conditions and no others unless there is a signed agreement between the parties providing otherwise.
2. **WARRANTY-PRODUCT:** The Seller expressly warrants that the Goods shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code as provided by Florida Law and in effect on the date of this order. In addition to all warranties which may be prescribed by law, the Goods shall conform to specifications, drawing, and description and shall be free from defects in materials and workmanship. Seller also warrants that to the extent the Goods are not manufactured pursuant to detailed designs furnished by Buyer they will be free from defects in design. Such warranties, including warranties prescribed by law shall run to Buyer, its successor, assigns, and customers, and to users of the Goods for a period of one (1) year after delivery unless otherwise stated.
3. **INDEMNITY:** Seller shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend Buyer, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Seller, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this order including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against Buyer by reason of any such claim, cause of action, or demand, Seller shall, upon written notice from Buyer, resist and defend such lawsuit or proceeding by counsel satisfactory to Buyer or, at Buyer's option, pay for an attorney selected by the City Attorney to defend Buyer. The obligations of this section shall survive the expiration or earlier termination of this order. To the extent considered necessary by the Chief Purchasing Officer and the City Attorney, any sums due Seller under this order may be retained by Buyer until all of Buyer's claims for indemnification pursuant to this order have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the Buyer.
4. **INSURANCE:** Seller shall procure and maintain liability insurance, including contractual liability coverage, with minimum limits of \$300,000 combined single limits to be effective during period of warranty with such higher limits as Buyer shall reasonably request of Seller. Seller shall furnish to Buyer upon request a Certificate of Insurance evidencing the foregoing coverage and limits.
5. **COMPLIANCE WITH LAWS:** Seller shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this order.
6. **LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL:** This order shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Order, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Fifteenth Judicial Circuit in Palm Beach County, Florida, and venue for litigation arising out of this Order shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ACCEPTING THIS ORDER, SELLER AND**

BUYER HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS ORDER. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS ORDER AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

- 7. MATERIALITY AND WAIVER OF BREACH:** Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this order and that each is, therefore, a material term hereof. Buyer's failure to enforce any provision of this order shall not be deemed a waiver of such provision or modification of this order. A waiver of any breach of a provision of this order shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this order.
- 8. ALLOCATION OF RISK:** This risk for any damage to or destruction of the goods shall be borne by the Seller at all times until delivery to the control of the Buyer, which shall be the point at which the Buyer actually receives the goods for use and has accepted such.
- 9. REPAIRS - NON ACCEPTANCE:** If any of the goods are delivered in a defective or non-working condition, efforts of the Buyer to correct such defect shall not constitute an acceptance where commercially reasonable in extent and cost, so that the Buyer may still reject the goods where the attempt to repair has proved unsuccessful.
- 10. PLACE OF DELIVERY:** The goods shall be delivered to the City of Delray Beach, Florida, at address stated on the order.
- 11. INSPECTION GOODS:** The Buyer shall have the right to inspect all goods before accepting delivery or making payment therefore. If rejected, the goods will be returned at Seller's risk, and all handling and transportation expenses, both ways, will be borne by and assumed by Seller. When material has been rejected by Buyer and returned for replacement, it is essential that Seller receive new shipping instructions from Buyer before making the replacement. Inspection and approval for acceptance shall be made by the appropriate user department. The expense of inspection shall be borne by the Buyer except as to goods which are properly rejected as non-conforming. Inspection shall be made within fourteen (14) calendar days of the delivery of goods.
- 12. NOTICE OF DEFECTS:** It is expressly agreed that all claims for alleged damages or defective goods, shortage, or other cause shall be deemed waived unless made in writing and sent by Buyer within twenty (20) calendar days after Buyer learns of the alleged defect, damage, shortage, or other cause giving rise to the claim. However, any defects incapable of discovery shall not be deemed waived by the provisions herein, and this provision shall not be deemed a waiver of any warranties set forth herein or in any modification of this Order.
- 13. FITNESS FOR PARTICULAR PURPOSE:** Buyer makes no warranties except as set forth herein provided that notwithstanding any other provisions to the contrary herein, Buyer may have sought the expertise of Seller with respect to the use of such goods. In that event, Seller hereby agrees that any document exhibiting a request by Buyer for goods for a particular purpose, a reliance by Buyer upon the expertise of Seller with respect to the use of the goods, or any other similar such request or reliance shall constitute a modification to the terms of this Order which shall effect a warranty of fitness for a particular purpose.
- 14. TAX EXEMPTION:** The City of Delray Beach is exempt from State Sales Tax and Federal Excise Taxes. Where tax applies, the invoice must show gross, price, amount of tax, and net price. Exception certificate will be provided upon request.
- 15. INDEPENDENT CONTRACTOR:** Seller is an independent contractor under this Order. Services provided by Seller pursuant to this Order shall be subject to the supervision of Seller. In providing such services, neither Seller nor its agents shall act as officers, employees, or agents of Buyer. No partnership, joint venture, or other joint relationship is created hereby. Buyer does not extend to Seller or Seller's agents any authority of any kind to bind Buyer in any respect whatsoever.

- 16. PUBLIC ENTITY CRIME ACT:** Seller represents that the acceptance of this order will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 Buyer, may not submit a bid on a contract with Buyer for the construction or repair of a public building or public work, may not submit bids on leases of real property to Buyer, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Buyer, and may not transact any business with Buyer in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this order and recovery of all monies paid by Buyer pursuant to this Order, and may result in debarment from Buyer's competitive procurement activities.

In addition to the foregoing, Seller further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether Seller has been placed on the convicted vendor list.

- 17. THIRD PARTY BENEFICIARIES:** Neither Seller nor Buyer intends to directly or substantially benefit a third party by this Order. Therefore, the parties agree that there are no third party beneficiaries to this Order and that no third party shall be entitled to assert a right or claim against either of them based upon this Order.
- 18. ASSIGNMENT AND PERFORMANCE:** Neither this Order nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. Buyer may terminate this Order, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Seller of this Order or any right or interest herein without Buyer's written consent. Seller shall perform its duties, obligations, and services under this Order in a skillful and respectable manner. The quality of Seller's performance and all interim and final product(s) provided to or on behalf of Buyer shall be comparable to the best local and national standards.
- 19. SEVERANCE:** In the event a portion of this Order is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless Buyer or Seller elects to terminate this Order. An election to terminate this Order based upon this provision shall be made within seven (7) days of final court action, including all available appeals.
- 20. AMENDMENTS:** 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 Order and executed by the Buyer and Seller or others delegated authority to or otherwise authorized to execute same on their behalf.
- 21. PRIOR ORDERS:** This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Order that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.
- 22. PAYABLE INTEREST:** Payment of Interest. Buyer shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Seller waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Order. Rate of Interest. In any instance where the prohibition or limitations of this Section are determined to be invalid or unenforceable, the annual rate of interest payable by Buyer under this Order, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

- 23. PUBLIC RECORDS:** Seller shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Seller agrees to:
- a. Keep and maintain all records that ordinarily and necessarily would be required by the Buyer.
 - b. Provide the public with access to public records on the same terms and conditions that the Buyer would provide for the records and at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law.
 - d. Meet all requirements for retaining public records and transfer, at no cost, to the Buyer all records in possession of the Seller at the termination of the contract and destroy any public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Buyer in a format that is compatible with the information technology systems of the Buyer. All records shall be transferred to the Buyer prior to final payment being made to the Seller.
 - e. If Seller does not comply with this section, the Buyer shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.
- 24. INSPECTOR GENERAL:** Seller is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Seller and its sub licensees and lower tier sub licensees. Seller understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Seller or its sub licensee or lower tier sub licensees to fully cooperate with the Inspector General when requested may be deemed by the Buyer to be a material breach of this Order.

Question and Answers for Bid #2016-026 - Multi-Function Devices

Overall Bid Questions

There are no questions associated with this bid.