

AGENDA ITEMINVITATION NO. 00C-80B TERM CONTRACT FOR COPIERS ON A COST-PER-COPY BASIS

DATE:	April 25, 2000	DATE ADVERTISED:	March 27, 2000
DATE SOLICITED:	March 21, 2000	DATE OPENED:	April 12, 2000
PRESENTED TO BOARD:	May 17, 2000	DATE POSTED:	April 25, 2000

CONTRACT PERIOD: July 1, 2000 through June 30, 2003
 DEPARTMENT: 9982 FUNCTION: 5600 OBJECT: 3664 FUND: 0100
 FUNDING SOURCE: Operating Budget -- Rental of Equipment
 REQUESTING DEPARTMENT: Various Schools and Departments
 20 Bids Solicited, 9 Responses (6 Bids, 3 No Bid) 11 No Response
 1 M/WBEs Solicited, 1 M/WBE Responses (0 Bids, 1 No Bids) 0 M/WBE No Response

FINANCIAL IMPACT

The financial impact to the General budget is estimated at \$10,860,000 for a three-year contract period.
 The source of funds is the Districtwide Copier budget.

Purchase orders processed from July 1, 1998 through April 25, 2000 total \$6,820,148.

AWARD RECOMMENDATION / TABULATION

This bid establishes a cost of \$0.0114 per copy for copiers used by all schools and departments. This is a reduction in cost from our existing rate of \$0.0123 per copy. At the estimated copy volume of 300,000,000 for FY01 this will result in a cost savings of \$270,000. There are no minimum monthly fees. Costs include all equipment, maintenance, and supplies (except paper and staples). In addition, optional copiers will be available for desktop use at a cost of \$0.036 per copy and for digital networked copiers with copy, fax and print functions at a cost of \$0.021 - \$0.025 per copy.

<u>VENDOR</u>	<u>MINORITY STATUS</u>	<u>GROUP A</u>
COPYCO INC.	- - -	\$15,597,000
DANKA OFFICE IMAGING CO.	- - -	8,460,000
IKON OFFICE SOLUTIONS	- - -	<u>10,260,000</u>
MINOLTA BUSINESS SOLUTIONS	- - -	17,100,000
PITNEY BOWES OFFICE SYSTEMS	- - -	17,010,000
XEROX CORPORATION	- - -	10,800,000

LEGEND:

 = Award - Primary

 = Reject

MINORITY - (2-Black, 3-Hispanic, 4-Indian/Alaska, 5-Asian, 6-Women, 7-Disabled, 8-Other)

M:\Internal\Bid\Tabulations\FY 00\00C-80B Tab.doc

EXCEPTIONS:

DANKA OFFICE IMAGING CO. -- Reject entire bid.

Bidder submitted items which do not meet bid specifications as follows:

Group A, Class 1 -- Alternate item bid does not have dual drawers with 500 sheets per drawer capacity.

Group A, Class 2 -- Item bid does not meet bid specifications for enlarge feature.

Group A, Class 3 -- Alternate item bid does not meet bid specifications for monthly volume of up to 350,000 copies.

The evaluation ceased upon review and determination that items bid do not meet specifications. There may be additional reasons why this bid cannot be considered.

PITNEY BOWES OFFICE SYSTEMS -- Reject entire bid.

Bidder gave terms and conditions that do not comply with bid Special Condition U, Liquidated Damages and Special Condition V, Transition Period (not to exceed 60 days), and Bid Specifications for response time for repairs not to exceed 4 business hours.

RECOMMENDATION: **I recommend award be made to the lowest and best bid from the responsive and responsible bidder(s), as indicated above, and authorize the use of the next lowest bidder(s) meeting the same conditions in the event the original awardee cannot fulfill their contract.**

Failure to file a protest within the time prescribed in s. 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

SS:SB:KB:jm

SCHOOL DISTRICT OF PALM BEACH COUNTY PURCHASING DEPARTMENT 3326 Forest Hill Boulevard, Suite C-216 West Palm Beach, FL 33406-5813		INVITATION TO BID Bidder Acknowledgement	
BID NO. <u>00C-80B</u>		Date: _____	
BID TITLE: TERM CONTRACT FOR COPIERS ON A COST-PER-COPY BASIS			
Bids Must be Received no later than 2:00 P.M. April 12, 2000, at which time bids will be opened.			
Vendor Name:		Terms:	
Vendor Mailing Address:		Delivery _____ calendar days after receipt of order.	
City - State - Zip Code:		F.E.I.D. No. (S.S. #)	
Area Code/Telephone Number:	Toll Free Number	Fax Number:	
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. (NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).			
_____ Authorized Signature (Manual)		_____ Authorized Signature (Type or Printed) and Title	

INVITATION TO BID

This Invitation to Bid, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Palm Beach County, Florida, hereinafter referred to as the District.

SEALED BIDS: Sealed bids will be received in the Purchasing Department until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Palm Beach, Purchasing Department, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813. Outside of envelope shall plainly identify bid by: BID NUMBER, TITLE and TIME and DATE OF BID OPENING using the label provided. It is the sole responsibility of the bidder to ensure their bid reaches the Purchasing Department on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of ninety (90) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the District, the Board reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: One copy of this executed Invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the bid to be considered for award. All bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by the bidders and attached to the bid.
2. **NO BID:** If not submitting a bid, respond by returning the enclosed "Statement of No Bid" form and explain the reason. Repeated failure to quote without sufficient justification shall be cause for removal of a bidder's name from the bid mailing list. Note: A bidder, to qualify as a respondent, must submit a "no bid" and same must be received no later than the stated bid opening date and hour.
3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
4. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 03-00009-22-60 and Federal Excise Tax No. 59-74-0257F appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192 of the Florida Statutes.
5. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
6. **Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of Board approval or time stated in special conditions.**
7. **The Board reserves the right to purchase items on State Contract, if such items can be obtained, in the best interest of the District.**
8. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
9. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
10. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
11. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added.

However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specifications.

6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
 - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
 - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the District may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs incurred thereby.
10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
11. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request it by enclosing a self-addressed, stamped envelope with bid.
13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute L442.102(21) shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378

14. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the

failure to comply with this condition will be considered as a breach of contract.

15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color religion, sex or national origin.
16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results thereof as a part of any commercial advertising without prior approval of the School District.
17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School Board of Palm Beach County. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of 5% or more in the bidder's firm or any of its branches.
18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the District shall be final and binding on both parties.
19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
20. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder after such acceptance, the District may take such action as it deems appropriate including legal action for damages or specific performance.
21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
24. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly invoiced.
25. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.

PBSD 1186
(Rev. 8/96)

SPECIAL CONDITIONS

- A. **SCOPE:** The purpose and intent of this invitation to bid is to secure firm prices and establish a contract for providing **COPIERS ON A COST-PER-COPY BASIS**, for schools and departments throughout the School District of Palm Beach County, as specified herein.
- B. **DELIVERY:** Prices bid shall include all cost incurred by bidder to provide copier equipment as described in this bid to produce copies for various schools and departments located throughout Palm Beach County.
- C. **AWARD:** Contract will be awarded to the lowest and best bid from a responsive, responsible bidder, subject to the terms and conditions contained herein. Items in groups as marked, will be awarded by group. (A group is defined as an item with several parts labeled A, B, C with a total for the group.) Therefore, it is necessary for a bidder to bid on every item in the particular group for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire group bid will be disqualified.

The Board reserves the right to use the next lowest bidder(s) in the event the original awardee of the bid cannot fulfill their contract. The next lowest bidder's prices must remain the same as originally bid and must remain firm for the duration of the contract.

It is anticipated that award will be made at the May 17, 2000 Board meeting.

- D. **M/WBE GOAL:** The Goal Setting Committee has not established a bid preference for participation/-utilization of Minority/Women's Business Enterprises.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School Board's Office of Equity Assurance, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406, or phone (561) 434-8508.

- E. **TERM OF CONTRACT:** The term of this contract shall be from July 1, 2000, through June 30, 2003, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one-year periods. The Board, through the Department of Purchasing, will, if considering to renew, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the recommendation has been acted upon by the Board. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their bid. In the event this bid is not submitted at the above listed Board meeting, the term of contract shall be effective from the date of Board approval.
- F. **SEALED BID REQUIREMENTS:** The "INVITATION TO BID" bidder's acknowledgement sheet must be completed, signed, and returned. In addition, the Bid Summary Sheet page(s) on which the bidder actually submits a bid, needs to be executed and submitted with this bid. Bids received that fail to comply with these requirements shall not be considered for award.
- G. **CONTRACT:** The submission of your bid constitutes an offer by the bidder. Upon acceptance by the District, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the District. Unless otherwise stipulated in the bid documents, no other contract documents shall be issued or accepted.

INVITATION TO BID NO. 00C-80B

- H. **ESTIMATED DOLLAR VALUE:** No guarantee of the dollar amount of this bid is implied or given.
- I. **SPECIAL ACCOMMODATION:** Any person requiring a special accommodation at the bid opening because of a disability should call the person named in the Special Condition prior to the bid opening. If you are hearing or speech impaired, please contact the person named by using the Florida Relay Service which can be reached at 1-800-955-8771 (TDD).
- J. **ADDITIONAL TERMS AND CONDITIONS:** This bid and the corresponding purchase order(s) will constitute the complete agreement. The District will not accept proposed terms and conditions that are different than those contained in this invitation to bid.
- K. **FUNDING OUT, TERMINATION, CANCELLATION:**

Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year to year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this bid and must be agreed to by all bidders:

The School Board may, during the contract period, terminate or discontinue the items covered in this bid only at the end of the School Board's then current fiscal year upon 90 days prior written notice to the successful bidder.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the equipment being terminated with equipment with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding finding period.

"This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein".

This completed statement must be included as part of any lease agreement submitted by the successful bidder. No lease will be considered that does not include this provision for "funding out".

- L. **INVOICING:** The invoice shall be issued, in summary form, (identify all copiers at the school/department on a single invoice) by school or department and shall reference the brand, model, serial number, facility locations, beginning and ending meter reading and cost per copy rate for each copier.

Invoices shall be sent to the School District of Palm Beach County, Finance Department, 3366 Forest Hill Boulevard, West Palm Beach, FL 33406-8570. The invoice shall be for the copies produced each month.

- M. **INSURANCE REQUIREMENTS:** Proof of the following insurance will be furnished by the awarded bidders to the School District of Palm Beach County by Certificate of Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL THE REQUIRED INSURANCE.**

INVITATION TO BID NO. 00C-80B

Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department that originated the contract, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.

1. **WORKERS' COMPENSATION:** Bidder(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
2. **COMPREHENSIVE GENERAL LIABILITY:** Awarded bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

3. **BUSINESS AUTOMOBILE LIABILITY:** Awarded bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance.

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" or "Comprehensive Form" policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase "Any Auto" or "Comprehensive Form" coverage as of the date of acquisition.

- N. **BIDDERS RESPONSIBILITY:** Before submitting their bid, each bidder is required to carefully examine the invitation to bid specifications and to completely familiarize themselves with all of the terms and conditions that are contained within this bid. Ignorance on the part of the bidder will in no way relieve them of any of the obligations and responsibilities which are a part of this bid.
- O. **MODEL UPDATES:** If, during the contract period, the awarded model is discontinued by the manufacturer, the awarded vendor must advise the Purchasing Department in writing of the non-availability of the contract item and submit complete descriptive literature for the new updated model for evaluation and approval. The new model must be the same make as the awarded contract item and must be offered at the contract price or less.

INVITATION TO BID NO. 00C-80B

- P. **AUTHORIZED REPRESENTATIVE:** Bidder shall be an authorized representative of the manufacturer and must submit proof of same with bid or within 72 hours of request.
- Q. **QUANTITIES:** Quantities of copies per year are based on anticipated needs. During the contract year, the District's copy volume has been approximately 300 million copies. This volume is subject to change (increase/decrease) in order to meet the needs of the District and monthly volumes vary in accordance with school sessions and summer breaks. **There shall be no minimum quantities.**
- R. **MEASUREMENTS:** The successful bidder will be responsible for making an on-site measurement of the areas for equipment placement in order to determine exact requirements.
- S. **SERVICE TECHNICIANS:** All service personnel are required to wear identification badges at all times while on School District property. The badge shall contain photo, name, and company name.
- T. **WARRANTY:** Equipment supplied to produce copies by the successful vendor in accordance with the specifications herein shall be in good, like-new condition at all times. Excellent photo quality shall be maintained at all times. The School District will be the sole determinant of copy quality. In the event of a dispute between the School District and the successful vendor in this contract, the determination of copy quality as made by the school/department personnel will prevail.
- U. **LIQUIDATED DAMAGES:** Time is of the essence. Should the successful bidder fail to repair equipment within 24 hours, a replacement shall be delivered. The School District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$100 per day for each calendar day that the school/department remains without properly functioning equipment.
- V. **TRANSITION PERIOD:** As the School District currently has approximately 1200 copiers (on the cost-per-copy program) placed throughout the schools and departments, it will be necessary for the successful bidder to coordinate the replacement of these copiers with the schools and departments within 60 days from the beginning date of the contract. During this transition period, Ikon (the current provider) will maintain equipment in place at the same contract rate as provided in the originating bid and will work with the successful bidder and the Purchasing Agent to accomplish the transition. The successful bidder agrees to follow these same transition terms at the end of this contract.
- W. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize other District contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.12(6) in lieu of any offer received or award made as a result of this bid, if it is in its best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.
- X. **CORRECTIONS:** All corrections of unit prices must be initialed by the same person signing the bid. This includes the use of correction fluid (white out) or any other method of correction. See General Conditions, number 1, Execution of Bid, for acceptable means of correction.
- Y. **POSSESSION OF FIREARMS:** Possession of firearms will not be tolerated on School District property.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

INVITATION TO BID NO. 00C-80B

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.

Z. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

AA. **PAYMENT TERMS:** The District's payment terms are net 30 days. Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered on a purchase order.
2. The receipt of a properly billed invoice in the Accounting Services Department.
3. The issuance of a change order for unit price increase, quantities ordered, and/or items substituted.

Invoices to the School District **MUST** include the following to permit verification of prices and expedite payment to vendors. **Therefore, every invoice MUST list the items below where applicable:**

1. Purchase order number.
2. Name and address of vendor, a unique invoice number and date of shipment.
3. Description of item ordered, model number and manufacturer.
4. Line item unit price, quantity, and description as reflected on our purchase order.
5. Line item total or extended price, minus bid discount as listed on our purchase order.
6. Name and address of the location where merchandise was delivered.
7. All original invoices must be mailed to Accounting Services/Accounts Payable as listed on the right top corner of the purchase order.

Failure to correctly invoice in accordance with these guidelines may result in delay of payment. No payment will be made on partial shipments.

BB. **WITHDRAWAL:** A bidder may not withdraw a bid after the final call for bids at a designated time of opening. When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and their request will be reviewed for consideration. In no case shall a bidder or offer be granted a release from their bid or proposal more than one (1) time in a two (2) year period without penalty.

CC. **PUBLIC ENTITY CRIMES:** A person or affiliate 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 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 be awarded or perform work as a contractor, supplier, subcontractor, 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

INVITATION TO BID NO. 00C-80B

- DD. **DEFAULT:** In the event that the awarded vendor should breach this contract, the Board reserves the right to seek all remedies in law and/or in equity.
- EE. **CANCELLATION:** In the event any of the provisions of this bid are violated by the awarded vendor, the Superintendent or designee will give written notice to the vendor stating the deficiencies and unless the deficiencies are corrected within ten days, recommendation will be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the vendor that amount of the contract actually performed to the date of termination.
- FF. **SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:** If a vendor intends to subcontract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted along with their bid for approval. No subcontracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the Board.

The Board reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The Board reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid.

The Board strongly encourages the use of Minority/Woman owned business enterprises for participation as partners, joint-venturers, prime contractor, sub-contractors, and in contracting opportunities. Inquiries regarding listings of District and State Certified Minority, Women and Disadvantaged Contractors can be made to the Palm Beach County School Board's Office of Equity Assurance, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406, or phone (561) 434-8508.

Contractors who list minority subcontractors as participants in their bids will complete the M/WBE SUBCONTRACTING UTILIZATION REPORT which can be obtained from the Office of Equity Assurance (address listed above). This form will be submitted with all requests for payment.

The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the Palm Beach County School District's Department of Equity Assurance. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office, the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.

The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

- GG. **LOBBYING:** BIDDERS ARE HEREBY ADVISED THAT THEY ARE NOT TO LOBBY WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS BID. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

INVITATION TO BID NO. 00C-80B

LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE BOARD'S VOTE ON THE AWARD OF THIS CONTRACT.

ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

ANY BIDDER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF BIDDER WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID BID.

HH. **DELIVERY OF BIDS:** When hand delivering your bid, bidders must follow the School District's security access procedures. The procedures are as follows:

- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Sign-in at the front desk and receive visitor's pass.
- D. Proceed to the Purchasing Department located in C-wing, second floor, Room C-216.
- E. Present bid to the Purchasing receptionist for official date/time stamping.

BIDDERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR BID TO THE PURCHASING DEPARTMENT, ROOM C-216, C-WING, SECOND FLOOR, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE BID.

II. **POSTING OF BID AND SPECIFICATIONS:** Invitation to bid with specifications will be posted for review by interested parties, at 3326 Forest Hill Boulevard, Suite C-216, West Palm Beach, FL 33406, on the date of bid mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

JJ. **POSTING OF BID RECOMMENDATION / TABULATIONS:** Bid recommendations and tabulations will be posted in the Purchasing Department for review by interested parties, at 3326 Forest Hill Boulevard, Suite C-216, West Palm Beach, FL, on April 25, 2000, at 3:00 p.m., and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.

Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. In the event that your company requests a formal protesting hearing a protest bond is required in the amount prescribed in Section 255.0516(2), Florida Statutes. Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

INVITATION TO BID NO. 00C-80B

- KK. **INFORMATION:** Any questions by the prospective bidders concerning this invitation to bid should be addressed to Karen Brazier, Purchasing Agent, Purchasing Department (561-434-8308), who is authorized only to direct the attention of prospective bidders to various portions of the bid so they may read and interpret such for themselves. Neither Ms. Brazier nor any employee of the Board is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, will be communicated to bidders by written addendum.
- LL. **INFORMATION AND DESCRIPTIVE LITERATURE:** All bidders shall submit complete manufacturer's product information such as latest catalogs, literature, brochures, illustrations, cut sheets, sketches, specifications, etc., on equipment bid with the bid document or within three days of notification. Failure to comply with this condition shall be grounds for rejection of bid.

SPECIFICATIONS AND BID SUMMARY

The School District of Palm Beach County is requesting bids from a copier vendor to provide copiers on a cost-per-copy basis. The District does not anticipate purchasing copy equipment. This will include supplying equipment to produce good quality copies. The District's schools and departments currently have approximately 1,200 copiers placed throughout the District on this program. The successful bidder will replace these with equipment bid herein. (See Special Condition V, Transition Period.) This replacement must be successfully completed within 60 days from the date of contract award.

At the time of bid tabulation and prior to Board approval of award, the apparent low bidder shall provide proof to the School District's Purchasing Agent, Karen Brazier, of having enough inventory and manpower to replace the current contractor's equipment within the 60 day time frame. This documentation and a detailed plan to accomplish this transition must be submitted within 72 hours of request.

Successful bidder will be responsible for delivery, set-up, and training of equipment for schools and departments.

Successful bidder shall be responsible for providing equipment that produces good quality copies, works with minimum of downtime and is properly serviced.

The Schools or departments have the right to request a copier be replaced at any time they deem necessary. This includes excessive equipment break-downs or the need for an upgraded copier, as determined by the School District staff.

Initial copy volume is **estimated** to be 300,000,000 for the first year of the contract.

It is understood that the School District will benefit from revisions, alterations, additions, technical improvements, or necessary modifications in the units provided during the term of this contract at no additional cost. Successful bidder agrees to notify the Purchasing Agent of any changes.

Equipment placed in schools and departments will be selected by successful bidder based upon projected and past monthly copy volumes.

Successful bidder will have a service technician group dedicated to the School District account. Service technicians shall be assigned to specific schools and departments to better service this account and be familiar with the needs of schools and departments. It is anticipated this will require no less than ten dedicated service technicians. (There are currently eighteen assigned to our account.)

Successful bidder will be required to provide representatives for the School District account. These will include an account manager, outside sales representative (to visit schools and departments, determine needs and resolve any problems), service manager and billing manager. A phone number (local or toll-free) must be provided and the outside sales representative must have a pager and/or a cell phone.

Response time for repairs must not be more than four business hours after notification of the problem. If the copy equipment is inoperable for more than 24 hours, the vendor must supply a comparable machine. The requestor has the option to determine if equipment is comparable or better.

The successful bidder will be required (upon request) to submit reports to Purchasing. These requests will not exceed four times per year. Reports will include, but not be limited to, copier location, installation date, model number, and copy volume.

Bidder: _____

INVITATION TO BID NO. 00C-80B

At the end of the contract period, any equipment which has been in place for less than one year will remain until the one year period has been completed. The vendor agrees to continue to comply with all terms, conditions and pricing of this contract during this time period and maintain the equipment in compliance with this contract.

The cost per copy must also include all service and maintenance, including but not limited to replacement of parts, drums, toner, dispersant, etc. It will not include color toner and staples.

The District has approximately the following number of copiers on the cost-per-copy program:

Class 1	Canon NP 4050	1056
Class 2	Canon NP 8530	330
Class 3	Oce' 2475	18
Digital Copiers		39

The School District of Palm Beach County will require copiers which fall in the following classes as established by the needs of the District:

GROUP A

1. CLASS 1 Copies Per Minute: Minimum 40 (letter)
Monthly Volume: Up to 60,000 copies
Features: 20 – bin stapler sorter, reversing automatic document feeder, auto duplex
Paper Capacity: 500 sheets per drawer, dual drawer

Mfg. / Model #: _____

2. CLASS 2 Copies Per Minute: Minimum 80 (letter)
Monthly Volume: Up to 150,000 copies
Features: 20 – bin stapler sorter, preset reduce and enlarge, reversing automatic document feeder, auto duplex
Paper Capacity: 2,000 sheets

Mfg. / Model #: _____

3. CLASS 3 Copies Per Minute: Minimum 75 single or double sided
Monthly Volume: Up to 350,000 copies
Features: High speed, high volume, dual imaging, on and off-line stapling, duplex from platen glass, job programmable memory, maximum original size of 11" x 17", auto duplex
Paper Capacity: 3,000 sheets

Mfg. / Model #: _____

Bidder: _____

OPTIONS

The District will review these options and either award or reject one, two or all according to the best interest of the District. There are no estimated numbers of copies since these are new items for this bid.

1. Digital multifunctional networked copier

Copies Per Minute: 30 – 40

Ability to print, copy and fax

Network interface card with the ability to connect multiple network interfaces

Mfg. / Model #: _____

2. Digital multifunctional networked copier

Copies Per Minute: 50 and up

Ability to print and copy

Network interface card with the ability to connect multiple network interfaces

Mfg. / Model #: _____

Note: Prior to placement of either Option 1 or 2 in any District location, the Data Management Department will determine if a need for networking exists, and if so, which option is needed.

3. Desktop copier

Copies Per Minute: Minimum 10 (letter)

Reduce and enlarge

Maximum original size: 8 ½" x 14"

Mfg. / Model #: _____

Note: Desktop copiers would only be placed in areas where space will not allow a console type copier, i.e. cafeteria offices, trailers.

GROUP A*

Copiers on a cost-per-copy basis (Class 1, 2 and 3) **THERE SHALL BE NO MINIMUMS.**

<u>Qty</u>	<u>Per Copy Rate</u>	<u>Yearly Total</u>
300,000,000 copies per year	\$_____	\$_____

OPTIONS THERE SHALL BE NO MINIMUMS

Item 1. Per Copy Rate: \$_____

Item 2. Per Copy Rate: \$_____

Item 3. Per Copy Rate: \$_____

* In order for a bid to be considered, bidder must provide one rate for all three copiers requested in Group A. (per Special Conditions "C. Award") and must provide a per copy rate for all these options.

Bidder: _____