REQUEST FOR PROPOSALS (RFP-2015-15-001-DDU COPIERS)

DATE: May 8, 2015
TO: Copier Vendors
FROM: Bid Coordinator, Manatee County Sheriff's Office

The Manatee County Sheriff’s Office, a political subdivision of the State of Florida (hereinafter "Sheriff’s Office") is inviting sealed proposals from vendors authorized to do business in the State of Florida. The Sheriff’s Office seeks proposals for a new lease on specialty copiers used in our Document Development Department. We anticipate signing a new lease agreement prior to the next fiscal year. Contract renewal may be an option based on performance.

With the consent and agreement of the successful proposer, other governmental agencies within the State of Florida, may access the agreement resulting from this solicitation issued and administrated by the Sheriff’s Office to make purchases. Such purchases shall be governed by the same terms and conditions stated in the solicitation. Proposers shall note exceptions to such access in any proposal submitted, if there are any.

The Sheriff’s Office reserves the right to add and/or delete elements, or to change any element of the coverage and participation at any time without prior notification and without any liability of any kind or amount, with a 30-day notice to the vendor.

You are invited to submit a sealed reply subject to the terms, conditions, and specifications contained herein.

TIMELINE OF EVENTS:

- Release: MAY 8, 2015
- Pre-Bid (not mandatory): MAY 14, 10:00 a.m. MCSO, Operations Center
- Proposals due: MAY 26, 2015 – 12:00 p.m. MCSO, Operations Center
- Proposal opening: MAY 26, 2015 – 2:00 pm. MCSO, Operations Center

Proposals are due by 12:00 p.m. on May 26, 2015. Proposals received after this date and time will be rejected. Proposals will be opened publicly at 2:00 p.m. on that day. They will NOT be evaluated at the time of opening.

FOR INFORMATION RELATED TO THIS REQUEST FOR PROPOSALS DIRECT QUESTIONS IN WRITING TO:

Bid Coordinator, via email: Bids@ManateeSheriff.com or via regular mail at this address:

Fiscal Section, Bid Coordinator
ATTN: RFP-2015-15-001-DDU COPIERS
Manatee County Sheriff’s Office
600 301 Boulevard West, Suite 202
Bradenton, FL 34205

All inquiries, with responses, will be made available to all proposers on an equal basis without prejudice.

Important note: A prohibition of Lobbying has been enacted. Please review paragraph E.26 carefully to avoid violation and possible sanctions.

AUTHORIZED FOR RELEASE: May 8, 2015
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SECTION A: SCOPE OF SERVICES

A.1 GENERAL OVERVIEW
Manatee County Sheriff’s Office
Manatee County is located on the west coast of Florida, south of the Tampa/St. Petersburg area, and is home to approximately 330,000 residents. The Sheriff is elected to serve a minimum of 265,034 citizens who live in the unincorporated areas of the county, with service to the county as a whole. With state and national accreditations, the Sheriff’s Office has over 1200 employees, making it one of the largest agencies in the nation. Close to 59% of the workforce is comprised of certified patrol deputies and/or corrections deputies. These frontline deputies are supported by civilians who make up the remaining 41% of the workforce. Employee demographics demonstrate the Sheriff’s commitment to building a diverse team to serve the county.

The Sheriff’s Office Operations Center is located at 600 301 Boulevard West near DeSoto Square Mall. This is the central location for daily business operations, and it is here where the Document Development Center is housed.

A.2 NEED
The Sheriff’s Office develops and produces a variety of print materials for use by employees and for distribution to the public. The lease on the two high-volume copiers used in the Document Development Center is due to expire. It is the intent of the Sheriff’s Office to contract with a vendor that can provide both a color unit and a black and white unit that will meet our production needs. Contract date will be on or about September 1, 2015.

The successful proposer shall meet the technical specifications outlined herein and fulfill all obligations under the resulting contract in accordance with generally accepted professional standards, providing the Manatee County Sheriff’s Office with the best possible equipment and service within the proposer’s authority and capacity. The scope of work will include but may not be limited to the descriptions that follow.

A.3 COPIERS
Two types of digital copiers are included in the scope of this request based on specific service needs – a black and white machine and a color machine. The chart below shows the features that are required for each machine. A machine offered in the proposal must meet or exceed the requirements indicated.

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<tr>
<td>Monthly Volume</td>
<td>15,000-20,000</td>
<td>80,000-100,000</td>
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<tr>
<td>PPM (Minimum)</td>
<td>70</td>
<td>105</td>
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<tr>
<td>Print Resolution</td>
<td>1200 dpi</td>
<td>1200 dpi</td>
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<tr>
<td>Fiery Image w/Controller Unit</td>
<td>■</td>
<td>■</td>
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<tr>
<td>Remote User Interface</td>
<td>■</td>
<td>■</td>
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<tr>
<td>On Board LCD Color Touch Screen</td>
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<tr>
<td>1.</td>
<td>w/Express Copy</td>
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<td>7.</td>
<td>Desktop Integration</td>
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<td>8.</td>
<td>Open Platform Integration</td>
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<td>9.</td>
<td>Advanced Workgroup</td>
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<td>Collaboration</td>
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<td>10.</td>
<td>Internet-ready</td>
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<td>11.</td>
<td>Web-based Browsing and</td>
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<td>12.</td>
<td>Printing</td>
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<td>13.</td>
<td>Web-based Document</td>
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<td></td>
<td>Collaboration</td>
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<td>14.</td>
<td>Automatic 100-Sheet</td>
<td>■</td>
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<td>15.</td>
<td>Duplex Feeder</td>
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<td>16.</td>
<td>By-pass tray w/100 Sheet</td>
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<td>17.</td>
<td>Capacity</td>
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<td>18.</td>
<td>Mailboxes</td>
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<td>19.</td>
<td>Document Storage</td>
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<td>20.</td>
<td>Document Archives</td>
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<td>21.</td>
<td>Secure Watermarks</td>
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<td>22.</td>
<td>High Speed Scanner</td>
<td>■</td>
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<td>23.</td>
<td>w/min Resolution 600x600</td>
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<td>up to 11x17</td>
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<td>24.</td>
<td>PDF High Compression</td>
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<td>25.</td>
<td>Technology to Create</td>
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<td>Searchable Documents</td>
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<td>26.</td>
<td>5 Drawers</td>
<td>■</td>
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<td>27.</td>
<td>5,000 Sheet Drawer Capacity</td>
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<td>28.</td>
<td>Air Assist Paper Drawers</td>
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<td>29.</td>
<td>High Capacity Stacking</td>
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<td>30.</td>
<td>Preset Reductions and</td>
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<td>Enlargements</td>
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<td>31.</td>
<td>Adjustable Magnification</td>
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<td>32.</td>
<td>25%-400% (1% increments)</td>
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<td>33.</td>
<td>Up to 140 lb. index media</td>
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<td>weight (300 GSM Minimum)</td>
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<td>34.</td>
<td>Paper Size up to 12”x18”</td>
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<td>35.</td>
<td>(300 GSM)</td>
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<td>36.</td>
<td>Print Envelopes up to</td>
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<td>10” x 13”</td>
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<td>37.</td>
<td>Post Process page</td>
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<td>insertions (2 trays)</td>
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A.4 TECHNICAL REQUIREMENTS

Minimum requirements that must be met before any proposal will be accepted are listed below. The Sheriff’s Office reserves the right to amend these requirements in the event that it is determined that new factors should be included.

1. All equipment must be new.
2. Equipment must fit in a space approximately 20 feet long for color machine and 15 feet long for black and white machine.
3. No click minimums will be included in contract.
4. Surge protectors must be provided with all hardware installations.
5. All parts and supplies are to be included, including filters, staples, and glue.
6. All hardware must be network capable, and ready.
7. Ability to add hardware/upgrade during the term of the lease at the same pricing.
8. Voltage requirements must be compatible with designated locations.

In addition, copiers should include:
1. Control panel and function display for copy quantity, jam detector and user prompts
2. Presets for reducing originals
3. Presets for enlarging originals
4. Zoom magnification from 25%-400%, with ability to adjust in 1% increments
5. Paper size capability up to 12” x 19”
6. Duplex imaging/scanning: one-sided to two-sided; two-sided to two-sided; and two-sided to one-sided
7. Time to first copy out not greater than 10 seconds color/5 seconds black and white

A.5 MAINTENANCE AND SUPPORT
1. Lease agreement must include all regular service, emergency service, delivery costs, and removal costs, all parts, all supplies (except paper), all software updates, all connecting cables, all bulbs, all mounting stands and any/all hardware necessary for normal operation of copiers.

2. Service standards must, at a minimum, include parts and labor for:
   a. All regularly scheduled maintenance to be performed during normal business hours
   b. All updates and safety modifications recommended by the manufacturer, State of Florida, OSHA or any recognized industry association.
   c. All recall items required by the manufacturer, state or federal government agency
   d. Copier breakdown service if copier(s) under contract require out-of-order repair.
   e. Service must be provided within four (4) hours of notification to servicing distributor/manufacturer.
   f. Resolution time for out-of-order repair when parts must be ordered must not exceed 24 hours.
   g. All other non-out-of-order service to repair faulty equipment must be provided within twenty-four (24) hours of notification to servicing distributor/manufacturer.
   h. The Sheriff’s Office reserves the right to request that any copier that has required an out-of-order service response more than three (3) times in a given thirty (30) day period be replaced with a new copier/component that meets or exceeds contract specifications.
   i. Any copier requiring removal from any Sheriff’s Office location for service will be replaced with a loaner for the duration of the service repair. Loaner must meet or exceed all current specifications.
   j. Due to the sensitive nature of content produced with equipment leased as a result of this proposal, the Sheriff’s Office shall remove and destroy all hard drives upon completion of each lease. Within 30 days following the expiration of each lease, the successful firm will be responsible for de-installing equipment and returning it to the leasing company (as applicable) with pre-paid freight and insurance, at no charge to this agency.

SECTION B: FORM OF PROPOSAL
All proposals must be executed and submitted in a single container. Faxed proposals will not be accepted. The face of the envelope shall contain the number of the Request for Proposal [RFP-2015-15-001-DDU Copiers], the company name, and delivered to:
In order to insure uniformity, all proposals must be submitted using the enclosed forms or exact photo copies and be signed by an authorized representative of the company submitting the proposal. Proposals not submitted in accordance with the terms, conditions, specifications, and other instructions contained herein may be subject to rejection.

Sealed replies must be submitted in 3-ring binders. This section details requirements and specific information which must be included with each responding proposer’s submission. The contents of each proposal shall be separated and arranged with tabs in the same order as listed in Sections B.1 through B.7 below, including all forms and information as outlined.

B.1 TITLE PAGE
This page must contain the following:
- RFP number: RFP-2015-15-001-DDU Copiers
- Proposer’s Company Name
- Proposer’s Tax ID #
- Company Address
- Contact Name
- Contact Phone
- Contact e-mail

Please note: Do not use logos or other symbols related to the Manatee County Sheriff’s Office in your proposal.

B.2 CHECKLIST OF PROPOSAL REQUIREMENTS
A checklist is included in Section F of this Request for Proposals. Check each item included and insert the form in the proposal.

B.3 PROVIDER PROFILE AND QUALIFICATIONS
At a minimum, the proposer should have prior experience in a local and state government environment and experience providing the services enumerated in this request.
1) Provide a summary that demonstrates the minimum qualifications as described below:
   a. Provide a description of the company’s background and size.
   b. Describe company qualifications, including experience with government agencies.
   c. Include professional credentials, experience in providing the services enumerated in this Request for Proposals, and the legal status of the organization.
   d. Describe your corporate structure and indicate whether your company is under the control of any other corporation or organization.
   e. Provide the name, location, and telephone contact of the Proposer's representative to contact for all matters.
   f. Describe the competitive advantage that your company possesses versus other potential providers.
g. Include any other information that would assist the Sheriff’s Office in evaluating your proposal.

2) The Proposer must be able to meet negotiated timelines, including delivery/installation and response/resolution times for service and repairs. Provide examples and related references that can speak to past successes.

3) The Proposer's key staff must have the competencies and knowledge required to deliver services that meet or exceed the requirements necessary for the size and scope of this project. Identify each principal of the firm and all "key personnel" who will be professionally associated with the Sheriff’s Office and include a summary of capabilities of staff who will work with the agency. The key personnel proposed shall not be changed without written Sheriff’s Office approval in advance of the change.

4) The Proposer should have the ability to acquire and provide all products, parts and service in accordance with the requirements and conditions as described in this Request for Proposals. Provide a description of the high level of functionality your system will deliver in delivering products and service in accordance with the proposal, i.e. service response time, parts availability, and how maintenance is scheduled.

5) Identify the location of the main office that will provide all services to the Sheriff’s Office.

6) Describe the level of involvement anticipated/required from Sheriff’s Office staff in preparation of ordering and receiving equipment related to the project.

B.4 ADMINISTRATIVE FORMS
Administrative forms are available on the website listed with this Request for Proposals. The following forms must be completed and included in section “B.4 ADMINISTRATIVE FORMS.”

1. Proposal Signature Form
2. Drug Free Work Place Certification
3. Public Contracting and Environmental Crimes Certification Form
4. Copy of W-9 Form
5. Note: A successful bidder will be required to submit a Certificate of Insurance as well.

B.5 REFERENCES
Please provide details on at least three (3) references. Use the form provided.

B.6 DESCRIPTION OF SERVICES
Please provide information that describes your company’s response to the following, and sections A.3, A.4 and A.5 from the Scope of Services:
- Include manufacturer information (equipment models and specifications)
- Warranty information
- Qualifications of Service Technicians
- Preventative maintenance policy and schedule
- Repair response time and resolution time

B.7 PRICING FORM
Use the form provided to submit your proposed price for each type of machine. Indicate the features that are included in the item description. In the event that additional comments are needed to clarify equipment features, please include them in the description column.
SECTION C: SELECTION

The Sheriff's Office reserves the right to make such investigation and solicit additional information or submittals as it deems necessary to determine the ability of any Proposer to perform the Scope of Services stated in this Request for Proposals.

C.1 EVALUATION FACTORS AND RELATIVE IMPORTANCE OF EACH
Evaluation factors include price (40%), service and repair response/resolution times (30%) and perceived ability of the Proposer to perform the Scope of Services as stated in this solicitation in the most timely and efficient manner as determined by reference checks (20%) and reputability (10%). Consideration will be given to the proposal(s) which will overall best meet the needs of the Manatee County Sheriff’s Office as determined from the responses to this Request for Proposals and subsequent investigation by the Sheriff’s Office.

C.2 PRELIMINARY RANKING
A Selection Committee will review responses to this Request for Proposals and complete subsequent investigation as needed to determine the Proposers most likely to be selected for award.

C.3 REVIEW OF PROPOSERS AND PROPOSALS
Review shall be conducted with responsible Proposers who may be reasonably perceived as being selected for award. The purpose of the review will be to clarify and/or assure full understanding of and conformance to the solicitation requirements and the abilities of the Proposer and the responsiveness of the proposal submitted. Firms responding to this Request for Proposal shall be available for presentations and/or interviews upon notification from the Purchasing Office at a time and date determined by the Sheriff’s Office, if so requested.

C.4 SELECTION
Each response to this Request for Proposals will be evaluated based on the overall competence conveyed via the proposal. The Proposer whose ability and proposal is determined to be the most advantageous to the Sheriff’s Office shall be recommended to the Sheriff for authorization to negotiate an agreement for the stated Scope of Services. Pricing may be a criterion; however the Sheriff’s Office is under no obligation to select the proposal that demonstrates the lowest pricing when taking into account all evaluation criteria.

C.5 AWARD
Although the Sheriff’s Office reserves the right to negotiate with any vendor(s) to arrive at a final decision and/or to request additional information or clarification on any matter included in the proposal, it also reserves the right to select the most responsive vendor(s) without further discussion, negotiation, or prior notice. The Sheriff’s Office may presume that any proposal is a best and final offer. Award of an agreement is subject to the successful negotiation and final approval by the Sheriff to authorize execution of the agreement.

SECTION D: NEGOTIATION OF AGREEMENT

D.1 GENERAL
The following general terms and conditions apply to the proposal submitted for consideration and the subsequent negotiations:

1. The proposal will serve as a basis for negotiating an agreement.
2. Upon submission, all proposals become the property of the Sheriff’s Office which has the right to use any or all ideas presented in any proposal submitted in response to this solicitation whether or not the proposal is accepted.
3. All products and papers produced in the course of this engagement become the property of the Sheriff’s Office upon termination or completion of the engagement.

D.2 AGREEMENT
The selected Proposer shall be required to negotiate a formal agreement, in a form acceptable to the Manatee County Sheriff’s Office. The Manatee County Sheriff’s Office will be presented the negotiated agreement as the best and final offer for consideration of award and execution. The Sheriff shall determine if award of the agreement is to be: a) considered; b) rejected with direction for further negotiations; c) rejected with negotiations terminated; or d) accepted.

SECTION E: GENERAL CONDITIONS AND SPECIAL CONDITIONS
Proposers must comply with the following instructions to be considered for the negotiation process.

GENERAL CONDITIONS

E.1 OPENING LOCATION AND DATE
These proposals will be opened at the Manatee County Sheriff’s Office, 600 301 Boulevard West, Suite 202, Bradenton, Florida 34205 on the date and time indicated on the first page of this document.

E.2 PROPOSAL INFORMATION AND DOCUMENTS
Proposal information and documents can be accessed via the Sheriff’s Office website at www.manateesheriff.com. From the home page, click on the Fiscal tab, then click the Purchasing link in the navigation bar on the left. Documents may also be obtained via email or regular mail by calling the Manatee County Sheriff’s Office Bid Coordinator at (941)-747-3011 x2043.

E.3 INQUIRES
For information related to this Request for Proposals, please contact the Bid Coordinator, in writing via email or regular mail using the addresses below and reference the proposal number in your correspondence.

E-mail: Bids@ManateeSheriff.com
Regular mail: Fiscal Section, Bid Coordinator
Manatee County Sheriff’s Office
600 301 Blvd West, Suite 202
Bradenton, FL 34205

Responses will be provided by the Bid Coordinator who will confer with subject matter personnel related to content of the inquiry. The Sheriff’s Office will endeavor to provide information expeditiously, but any delay in providing such information will not be considered a reason for extending the submission date.
E.4 PROPOSAL FORM DELIVERY REQUIREMENTS
Any proposals received after the stated time and date will not be considered. It shall be the sole responsibility of the Proposer to have the proposal delivered to the Manatee County Sheriff’s Office Purchasing Office for receipt on or before the stated time and date. If a proposal is sent by U.S. Mail, the Proposer shall be responsible for its timely delivery to the Purchasing Office. Proposals delayed by any carrier shall not be considered.

E.5 CLARIFICATION & ADDENDA
Each Proposer shall examine all documents associated with this Request for Proposals and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the Request for Proposals shall be made in writing through the Manatee County Sheriff’s Office Bid Coordinator no later than ten days prior to the designated opening date for the RFP. The Sheriff’s Office shall not be responsible for oral interpretations given by any Sheriff’s Office employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification or additional information can be given. If any addenda related to this Request for Proposal are issued, the Sheriff’s Office will provide the information on the Sheriff’s Office website www.manateesheriff.com. Proposers should check the website before responding to this Request for Proposals.

E.6 SEALED & MARKED
One (1) signed copy marked “ORIGINAL” and (3) copies of the proposal binder and (1) copy of the proposal in a digital format (USB drive or CD) in a WORD compatible or Adobe pdf format shall be submitted in one sealed package clearly marked on the outside “Sealed Proposal–RFP-2015-15-001-DDU Copiers” and addressed to:

Fiscal Section, Bid Coordinator
Manatee County Sheriff’s Office
600 301 Blvd West, Suite 202
Bradenton, FL 34205

E.7 LEGAL NAME
Proposals shall clearly indicate the legal name, address and telephone number of the Proposer (company, firm, partnership, or individual) on the Proposal Signature form. Proposals shall be signed below the typed or printed representative name and title of the signer. The signer shall have the authority to bind the Proposer to the submitted proposal.

E.8 PROPOSAL EXPENSES
All expenses for submitting proposals to the Sheriff’s Office are to be borne by the Proposer.

E.9 EXAMINATION OF OFFER
The examination of the proposal and the Proposer’s background information generally requires a period of not less than thirty (30) calendar days from the date of the opening of the proposals.

E.10 DISCLOSURE
In accordance with the provisions of Chapters 119 and 120 of Florida Statutes, submissions become public records at the time a notice of a decision or intended decision is provided or within twenty days after the solicitation opening, whichever is earlier. The tabulation results will be posted on the website...
E.11 VENDOR DISCLOSURE
In accordance with Florida Statute 119.071 vendors who contract with government entities to provide services are responsible to, but not limited to, the following:

a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;

b) Provide the public with access to such public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the amount provided in chapter 119, F.S., or as otherwise provided by law;

c) Ensure that public records that are exempt, or confidential and exempt, from public record requirements are not disclosed except as authorized by law;

d) Meet public record retention requirements;

e) Transfer to the public agency, at no cost, all public records in contractor’s possession upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the agency.

E.12 UNDERWRITERS LABORATORIES
Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

E.13 PRICES, TERMS AND PAYMENT
Firm prices shall be quoted, typed or printed in ink and shall include all packaging, handling, shipping charges and delivery to the destination shown herein.

E.14 BEST PRICING
During the Contract terms, if the Sheriff’s Office becomes aware of better pricing offered by the Proposer for substantially the same product outside the Contract, but upon the same or similar terms of the Contract, then, at the discretion of the Sheriff, the price under the Contract shall be immediately reduced to the lower price.

E.15 ORDERING
The Sheriff’s Office reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs.

E.16 PURCHASES BY OTHER ENTITIES
With the consent and agreement of the successful Proposer, purchases and/or leases may be made under this bid by other government agencies in the State of Florida. Such purchases shall be governed by the same terms and conditions stated in the bid/proposal solicitation. Each entity will establish its own contract with the successful Proposer, place its own orders, be invoiced directly and make its own payments to the successful Proposer in accordance with the contract negotiated between the government entity and the successful Proposer. The Sheriff’s Office will not be a legally bound party to any contractual agreement made between a successful firm and any other entity who may make a piggyback purchase.
E.17 RESERVED RIGHTS
The Sheriff's Office reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request resubmission. Any sole response received by the first submission date may or may not be rejected by the Sheriff's Office, depending on available competition and timely needs of the Sheriff's Office. The Sheriff's Office reserves the right to award the contract to a responsible Proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the Sheriff's Office. The Sheriff's Office shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the Sheriff's Office reserves the right to make such investigation as it deems necessary to determine the ability of any Proposer to perform the work or service requested. Information the Sheriff's Office deems necessary to make this determination shall be provided by the Proposer. Such information may include, but shall not be limited to: current financial statements prepared by an independent CPA; verification of availability of equipment and personnel; and past performance records.

E.18 APPLICABLE LAWS
Proposer must be authorized to transact business in the State of Florida. All applicable laws and regulations of the State of Florida and ordinances and regulations of the Sheriff’s Office will apply to any resulting agreement.

E.19 PROTEST
Any proposer who decides to protest the Sheriff’s decision or intended decision regarding award for solicitation shall file, in writing, with the Sheriff’s Office a notice of protest. The notice of protest shall be filed within seventy-two hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within seventy-two hours after the posting of the solicitation. A formal written protest shall be filed within ten days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays and holidays so designated by the State of Florida shall be excluded in the computation of the allotted 72-hour time period.

Upon receipt of a formal written protest that has been filed in the allotted time frame, the solicitation evaluation committee will have 7 days to consider the protest as written and resolve the protest by mutual agreement between the two parties. If the protest is unresolved by mutual agreement, the solicitation evaluation committee shall forward its findings to the Comptroller. The Comptroller shall review the findings and make a recommendation of resolution to the Sheriff. The decision of the Sheriff will be communicated to the protestor in writing. The decision of the Sheriff shall be final.

During such time as a protest is ongoing, the agency shall halt the solicitation or contract award process until the protest is resolved by final agency action unless continuance of the solicitation or award process is necessary to avoid an immediate and serious danger to the health, safety or welfare of the public. In such case the agency will set forth, in writing, the particular facts and circumstances which require the continuance of the solicitation or contract award process without delay.
E.20 CODE OF ETHICS
With respect to this proposal, if any Proposer violates or is a party to a violation of the Code of Ethics of Manatee County or Manatee County Sheriff’s Office per Manatee County's Purchasing Ordinance 2-26, Article V., Ethics in Public Contracting, and/or the State of Florida per Florida Statutes, Chapter 112, Part III, Code of Ethics for Public Officers and Employees, such Proposer may be disqualified from performing the work described in this proposal or from furnishing the goods or services for which the proposal is submitted and shall be further disqualified from submitting any future proposals for work or for goods or services for the Manatee County Sheriff’s Office. A copy of Purchasing Ordinance 2-26 is available for review on Manatee County's website. A hard copy can be provided on request.

E.21 COLLUSION
By offering a submission to this Request for Proposals, the Proposer certifies that the Proposer has not divulged to, discussed or compared his proposal with other Proposers and has not colluded with any other Proposer or parties to this proposal whatsoever. Also, Proposer certifies, and in the case of a joint proposal, each party thereto certifies, as to their own organization that in connection with this proposal:

a. any prices and/or data submitted have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Proposer or with any competitor;
b. any prices and/or cost data quoted for this proposal have not been knowingly disclosed by the Proposer prior to the scheduled opening directly or indirectly to any competitor;
c. no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;
d. the only person or persons interested in this proposal as principal or principals is/are named therein and that no person other than therein mentioned has any interest in this proposal or in the contract to be entered into; and

e. no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees.

E.22 PROPOSAL FORMAT
Proposals must be submitted in a three-ring binder in the format specified in Section B within this document. Additional support information may be included, but should be inserted after the required content. Tabs are required to identify each item defined in Section B, Form of Proposal, thereby facilitating expedient review of all responses.

E.23 PUBLIC ENTITY CRIMES
In accordance with Section 287.133, Florida Statutes, 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 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, 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 (as of 1/01/2005 it is $25,000) for a period of 36 months from the date of being placed on the convicted vendor list.
E.24 PUBLIC CONTRACTING AND ENVIRONMENTAL CRIMES
In accordance with County Ordinance 2-26, the Sheriff’s Office adopted a policy prohibiting the award of Sheriff’s Office contracts to persons, business entities, or affiliates of business entities who have not submitted written certification to the Sheriff’s Office that they have not been convicted of bribery, attempted bribery, collusion, restraints of trade, price fixing, and violations of certain environmental laws. *Public Contracting and Environmental Crimes Certification* form is attached for this purpose. By nature of the business within the Sheriff’s Office, individuals working for the Proposer must be able to pass a background check to be admitted on premises if required.

E.25 DRUG FREE WORK PLACE
The Manatee County Sheriff’s Office has a policy regarding maintaining a Drug Free Work Place. Proposers are asked to describe their firm’s policy or program as it relates to maintaining a drug free workplace. A Drug Free Work Place Certification is included with this proposal for this purpose. This response will be considered with the other criteria described herein.

E.26 LOBBYING
After the issuance of any Request for Proposals, Invitation to Negotiate or Invitation for Bids, prospective bidders, proposers or any agent, representative or person acting at the request of such bidder or proposer shall not contact, communicate with or discuss any matter relating in any way to the Request for Proposals, Invitation to Negotiate, or Invitation for Bids with any officer, agent or employee of Manatee County Sheriff’s Office other than the Comptroller or Purchasing Director or Bid Coordinator without expressed permission of the Comptroller or Purchasing Director. This prohibition begins with the issuance of any Request for Proposals, Invitation to Negotiate, or Invitation for Bids, and ends upon execution of the final contract or when the invitation or request has been canceled.

E.27 EQUAL EMPLOYMENT OPPORTUNITY
Manatee County Sheriff’s Office, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all prospective Proposers that they will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to participate in response to this advertisement and will not be discriminated against on the basis of race, color, creed, sex, age or national origin in consideration for an award.

E.28 AMERICANS WITH DISABILITIES ACT
The Manatee County Sheriff’s Office does not discriminate upon the basis of any individual’s disability status. This non-discrimination policy involves every aspect of the Sheriff’s Office’s functions including one’s access to, participation, employment, or treatment in its programs or activities.

**SPECIAL CONDITIONS**

E.29 MAINTENANCE OF EQUIPMENT
All equipment placed under this proposal shall be maintained in accordance with the manufacturer’s specifications; with only those supplies which meet such specifications. It will be the successful firm’s responsibility to keep the equipment in good condition, except for ordinary wear and tear.

E.30 EXCLUSIVE OEM PARTS, SUPPLIES & CONSUMABLES
At all times throughout the term of this proposal, the successful firm shall exclusively utilize the manufacturer’s officially approved OEM parts, supplies and consumables in all equipment placed under this proposal.

**E.31 DE-INSTALLATION OF LEASED EQUIPMENT**
Due to the sensitive nature of content produced with equipment leased as a result of this proposal, the Sheriff’s Office shall remove and destroy all hard drives upon completion of each lease. Within 30 days following the expiration of each lease, the successful firm will be responsible for de-installing equipment and returning it to the leasing company (as applicable) with pre-paid freight and insurance, at no charge to this agency.

**E.32 MOVING OF EQUIPMENT**
The successful firm shall, upon request and at no cost to the Sheriff’s Office, move any of the equipment placed under this proposal either within the same facility or to another Sheriff’s Office facility.

**E.33 PARTS & SUPPLIES WAREHOUSE LOCATIONS**
Each proposal submitted shall include the city and state of the Proposer’s company warehouse that will provide parts and supplies to support the products offered under this proposal.