



**Invitation to Bid 9301-0/20:
Multifunctional Devices, Maintenance,
and Solutions - Pre-Qualification**



ADDENDUM NO. 7

April 29, 2010

TO: All Prospective Bidders

SUBJECT: BID NO.: 9301-0/20

TITLE: Multifunctional Device Purchases/ Maintenance - Prequal

BID OPENING DATE: May 5, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Please refer to the question received in response to 9301-0/20. County responses are included and are part of this Addendum No. 7.

Question 1. Our interpretation of the RFP is that Miami Dade County is requesting a maintenance plan that has **no monthly base charge** and **no committed volume**. Our understanding is that all copies are to be billed at a cost per copy rate that includes maintenance and supplies, with staples. Is this correct?

Based on that understanding, what would the difference be between the three requested rates in the maintenance section of the bid pricing submittal form? Can you define what each of those three rates mean?

Answer Please note that this is not a Request for Proposal (RFP), but an Invitation to Bid (ITB)

The understanding is not correct. The County is requesting a maintenance rate based on the Recommended Monthly Volume, a straight cost per copy (CPC) rate and an overage rate for copies beyond the Recommended Monthly Volume. This will allow county departments the flexibility to choose the maintenance rate that most suites their usage.

Maintenance, Service, and Support is defined on page 18 h. Additionally Addendum 6 included clarification on the definition. See page 2 Question # 4 of Addendum # 6.

Below find defined: Recommended Monthly Volume, Straight Cost per Copy, and Overage Rate.



Recommended Monthly Volume (RMV): RMV is based on the figures published in the Buyers Laboratory, Inc's 2009 Buying Guide and is a guideline for County departments to use when the County department is looking to commit to a volume of copies a month. The County department may choose the RMV or another volume quantity that better suites the department's needs.

Recommended Monthly Volume Rate: This rate shall be based on the RMV listed on the bid form. Note that this is a recommended volume and the County may request a different volume at the time of any lease or maintenance agreement on purchased devices. The awarded vendor may adjust the rate accordingly.

Straight Cost Per Copy (SCPC): This rate shall be based on a cost per copy.

Overage Rate: This rate shall reflect the overage charge for impressions beyond the RMV or any requested volume.

ALL OTHER INFORMATION REMAINS THE SAME

Leonard Gonzalez
Senior Procurement Contracting Agent
Department of Procurement Management
Miami-Dade County



ADDENDUM NO. 6

April 27, 2010

TO: All Prospective Bidders

SUBJECT: BID NO.: 9301-0/20

TITLE: Multifunctional Device Purchases/ Maintenance - Prequal

BID OPENING DATE: May 5, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

Please refer to the attached questions received in response to 9301-0/20. County responses are included and are part of this Addendum No. 6.

Question 1. Bid No.:930-0/20 on page 44 the Legend for Price Proposal, item 4, states "Monthly Lease payment ONLY. Does not include maintenance". On the submittable forms available for downloaded from Miami Dade's Bid No.: 9301-01/20 referenced on Addendum 4 states "Monthly Lease payment shall include maintenance based on the Recommended Monthly Copy Volume". Can the county please clarify if maintenance is to be included with the lease pricing on the bid submittable forms.

Answer Maintenance is NOT to be included in the monthly payment. Monthly Lease payments ONLY.

Question 2. On the submittable forms available for downloaded from Miami Dade's Bid No.: 9301-01/20 referenced on Addendum 4 the "Overage Rate" price that was originally requested on the bid has been change to repeat "Straight Cost Per Copy Rate". Please clarify what is the response the county is expecting.

Answer The portion of the bid form “Maintenance / Service Charge” shall be changed to reflect the table below: (corrections will be made to the electronic version for download)

Maintenance / Service Charge			
Recommended Monthly Volume (RMV)= 82,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Question 3. Please verify if the county will be responsible to pay any proprieties taxes due.

Answer The County does not pay taxes

Question 4. Section 2.23 section h, Serviced is to include all consumables (except paper). Staples are requested as an price option an Addendum 3. Please clarify that staples are included as a consumable.

Answer Section 2.23 h is correct. Staples are to be included as consumables. The notation in Addendum 3 is incorrect.

Question 5, Please clarify answer question 11. on Addendum 3. Is toner expected to be supplied by the awarded vendors during the warranty period.

Answer Yes.

ALL OTHER INFORMATION REMAINS THE SAME

Leonard Gonzalez
 Senior Procurement Contracting Agent
 Department of Procurement Management
 Miami-Dade County



ADDENDUM NO. 5

April 22, 2010

TO: All Prospective Bidders

SUBJECT: BID NO.: 9301-0/20

TITLE: Multifunctional Device Purchases/ Maintenance - Prequal

BID OPENING DATE: May 5, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

The following paragraph shall be added to Section 2 of the solicitation as 2.38.

2.38 REMOVAL OF ELECTRONIC DOCUMENTS AND DATA

Any time a multifunctional device is permanently removed from County property, all documents, information, and/or data stored on the multifunctional device's hard drive and/or storage device shall be completely wiped off of the hard drive and/or storage device. The vendor shall provide documentation listing the serial number of the multifunctional device being removed, the location the multifunctional device was removed from and the time the hard drive and/or storage device was wiped clean of all documents and/or data.

ALL OTHER INFORMATION REMAINS THE SAME

Leonard Gonzalez
Senior Procurement Contracting Agent
Department of Procurement Management
Miami-Dade County



ADDENDUM NO. 4

April 19, 2010

TO: All Prospective Bidders

SUBJECT: BID NO.: 9301-0/20

TITLE: Multifunctional Device Purchases/ Maintenance - Prequal

BID OPENING DATE: May 5, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

The "COLOR" Table found in section 3.1 of the solicitation has been changed to the table listed below:

COLOR	
CLASS*	PPM*
1c	16 to 25 ppm
2c	26 to 36 ppm
3c	37 to 46 ppm
4c	47 to 55 ppm
5c	56 + ppm

The electronic Excel file of the Bid Sheet is now located at the link below for download.

<http://services.miamidade.gov/dpm/solicitationlist.aspx>

Please refer to the attached questions received in response to Addendum No.3. County responses are included and are part of this Addendum No. 4.

Question 1. The answer to question one (1) lists a range of volumes for the color units. Class 4c goes from 47 to 46 ppm and Class 5c starts at 56+ ppm. What is the County's intention for the range of 47 to 54 ppm? Will that range be considered and in what Class would that fall under?

Answer

- Please see the first change noted on page one of this addendum:

Question 2. The answer to question thirty-six (36) instructs the bidder to see answer to question thirty-six (36). Can the County clarify which question/answer the bidder should refer to?

Answer

- Question 36 reads as follows: "Does first time not count preventative maintenance and courtesy calls done by a technician while on location? There is no mention of a key operator causing a service call how is this addressed so as not to count against the service vendor for response and uptime?"
- [The answer to the first part is NO.](#)
- [For part two of the question please refer to section 1.5 of the Service Level Agreement.](#)

Question 3. **Page 73 Certification of Recycled Environmentally Acceptable Packaging Product Content**

Can the County provide a definition of Recovered Materials?

Answer

- [Recovered Materials is defined as: "any waste material or by-products that have been recovered or diverted from solid waste".](#)

ALL OTHER INFORMATION REMAINS THE SAME

Leonard Gonzalez
Senior Procurement Contracting Agent
Department of Procurement Management
Miami-Dade County



ADDENDUM NO. 3

April 14, 2010

TO: All Prospective Bidders

SUBJECT: BID NO.: 9301-0/20

TITLE: Multifunctional Device Purchases/ Maintenance - Prequal

BID OPENING DATE: May 5, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

The price of one box of staples shall be included in the Options section of the bid form for each of the class of device proposed.

Please refer to the attached questions received in response to 9301-0/20. County responses are included and are part of this Addendum No. 3.

Question 1. Miami Dade County has included a requirement that all devices in every category support 11x17in media size. Traditionally most organizations have a very small need in specialty areas for 11x17 media. Devices that support 11x17 typically costs at least 25% more than devices that support general office applications requiring media up to 8.5 x14 inches in size. Would Dade County consider revising this bid and adding categories that support up to 8.5x14in so that a substantial savings could be realized in areas not needing 11x17?

Answer

- Please see the list below of the breakdown of copier classes and the required maximum media size the machine shall support.

BLACK AND WHITE			COLOR		
CLASS*	PPM*	Max Media Size	CLASS*	PPM*	Max Media Size
1	Up to 20 ppm	8-1/2 x 11	1c	16 to 25 ppm	8-1/2 x 11
2	21 to 30 ppm	8-1/2 x 11	2c	26 to 36 ppm	8-1/2 x 11
3	31 to 40 ppm	8-1/2 x 11	3c	37 to 46 ppm	8-1/2 x 11
4	41 to 49 ppm	11 x 14	4c	47 to 46 ppm	11 x 14
5	50 to 59 ppm	11 x 14	5c	56 + ppm	11 x 14
6	60 to 69 ppm	11 x 14			
7	70 to 79 ppm	11 x 14			
8	80 to 89 ppm	11 x 17			
9	90 to 99 ppm	11 x 17			

* Class and Page per Minute (ppm) ranges are from Buyers Laboratory, Inc's 2009 Buying Guide

Question 2. Indemnification/Insurance.....Section 2.0 Para 2.11
Does the vendor need to furnish the Certificates of Insurance which indicate that insurance coverage has been obtained which meets the requirements outlined by Miami-Dade County (a) (b) and (c) at the bid opening or after the initial opening?

Answer

- The paragraph in section 2.11 the reads as follows: "Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within

twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.6 of the General Terms and Conditions.”

- **Has been changed to read as follows:** “The bidder shall submit a certificate of insurance within ten (10) business days after notification of recommendation to award. If certificate does not include the coverages outlined in the terms and conditions of this solicitation, the bidder shall be given an additional five (5) business days to submit a corrected certificate to the County. Failure of the bidder to provide the required certificate of insurance within fifteen (15) business days, may result in the bidder being deemed non-responsible and the issuance of a new award recommendation.
- **Certificates of Insurance will need to be provided to the Miami-Dade County as specified in Section 2.0 Par 2.11 at the time a vendor is to be awarded on the contract.**
- **All the requirements outlined in Para 2.11 must be met.**

Question 3. User Access Program.....Section 2.0 Para 2.21

Does the vendor need to furnish anything in writing at the bid opening?

Answer

- **Vendor must supply page 68 “Bid Submittal Form” of the contract which contains the option for the bidder to participate in the “Joint purchase and entity revenue sharing program”. This form must be signed and submitted by the bidder.**
- **User Access Program (UAP), as stated in Section 2.21 is mandatory on every Miami-Dade County contract.**

Question 4. Will Miami Dade County except separate invoicing for the service and lease billing payments?

Answer

- **YESNO; however, the lease payment and service payment must be separate line items on the invoice.**
- **Note: the County reserves the right to adjust the monthly allowable impressions throughout the term of a lease or maintenance agreement.**

Question 5. Is the percentage of liquidated damages off of quarterly services and supplies billed refer exclusively to service billing and exclude the lease portion of the invoice?

Answer

- **It refers to the services line item of the invoiceYES**

Question 6. Will the Miami Dade County accept rebates from vendors as payment for the User Access Program (UAP) in instead of the deduction from vendor invoices?

Answer

- NO

Question 7. Will Miami Dade County provide composite makeup and specification of what the 100% Post Consumer Waste (PCW) paper?

Answer

- Below are the minimum composite makeup and specifications of the PCW paper the County is currently acquiring:
 - Recovered Fiber Content paper, 10% Min Post Consumer Waste.
 - #1 Opaque Offset Recycled-Grain Long Smooth Finish (Min. 430 pages Per Inch).
 - #4 Xerographic Bond Recycled, 20 lb., 8-1/2" x 11" white
- Note that the 10% min will increase over time and some departments may currently be using paper with a high PCW percentage. It is for this reason the all machines must be able to use 100% PCW paper.

Question 8. How many moves are vendors required to support per unit? What would be the predominant reason for the moves?

Answer

- As many as may be required by the County during the lease term or a machine is under a maintenance agreement term.
- The County does not foresee that a machine be moved more than three times.
- Reasons for a move include, but not limited to:
 - Relocation of department
 - Consolidation of departments
 - Modification of departmental floor plan

Question 9. Please explain the difference between short term rentals and cancelable rentals? Would used equipment be accepted on rentals?

Answer

- Short term rental: a rental agreement of new or used equipment in which the rental term may not exceed 24 month (2 Year). The department may return the machine at any point without penalty, before the 24 month mark.
- Cancelable rentals: a rental agreement of new or used equipment in which the rental term may be form 24 month (2 Year) and not exceed 60 months (5 Year). This rental agreement is designed for departments that need a

machine on a month-to-month basis for an extended period of time or project. The department may return the machine at any point without penalty.

- Used equipment is acceptable for rental agreements. Note: The vendor must be prepared to switch out equipment, at no additional cost to the County, should the used equipment not function properly during the rental agreement, as many times as is necessary.

Question 10. Please define the “A.O.A side”. Is it mandatory that the awarded vender drive on the A.O.A side? If so, what is amount of MFD machine placements will be required access by vehicle.

Answer

- A.O.A. is to mean Aircraft Operating Area
- A.O.A. coverage is mandatory only for the awarded vendor who places a MFD or needs to service a MFD that is located in the A.O.A. and must drive their vehicle to the location.

Question 11. Does the 90 day warranty period exclude consumable supplies?

Answer

- NO

Question 12. How will the .25% Inspector General fee be incorporated with Bid No. 9301-0/20 contract pricing and what will be the payment method for this fee?

Answer

- The Inspector General (IG) and User Access Program (UAP) are both collected at the time of invoice payment. The discounts will be applied to the total invoice amount when the County issues payment. E.g. an invoice for \$100 is submitted for payment; the County will issue payment of \$97.75 (\$100 – 2-1/4%)
- There are cases when the UAP may not be applied, in which case only the IG will apply. These cases will be noted on the issued PO.

Question 13. On the Bid Submittal forms the county refers to the “Rated Speed (letter) Pages per Minute (PPM)” please define the specification required for the “From _____ To _____”.

Answer

- This section of the Bid Form is to be filled out by the bidder. The County is requesting the specification of the machine the bidder is proposing to meet the minimum “Copier Specification” listed underneath this section.

Question 14. Will Miami Dade County extend the opening date by to weeks?

Answer

- The Opening Date has been extended to May 5th, 2010.

Question 15. Will Miami Dade extend question period if further clarification is needed after Miami Dade responds to the question submitted for bid no. 9301-0/20?

Answer

- The submission deadline for final question and clarification to these answers is April 16th, 2010.

Question 16. On page 8 the third paragraph there is no 36 but a 48 month mention. In the 4th paragraph it shows 36 month but no mention of a 48 month. On the 4th paragraph weights assigned are for 36 month at 40% but on page 11 there is no mention of a 36 month rate. What exactly are the terms that need to be addressed?

Answer

- On page 8 Section 2.6.1 the following sentence: “Award will be made to three (3) responsive, responsible pre-qualified bidders whose offer to the County represents the lowest cost per class, to lease devices as primary, secondary, and tertiary for terms of 24, 48, and /or 60 months.”
- has been replaced with the following: “Award will be made to three (3) responsive, responsible pre-qualified bidders whose offer to the County represents the lowest cost per class, to lease devices as primary, secondary, and tertiary for terms of 24, 36, and /or 60 months.”
- The following table on page 11:

Financial Vehicle	Standard Terms Offered
Fair Market Lease	24, 48, 60 Months
Operational Lease	24, 48, 60 Months
Non-Cancelable Rentals	24, 48, 60 Months
Capital Lease	24, 48, 60 Months
Cancelable Rentals	24, 48, 60 Months
Short Term Rentals	Up to 24 months
Straight Purchase	One-Time

- Has been changed to the following table:

Financial Vehicle	Standard Terms Offered
Fair Market Lease	24, 36, 60 Months

Operational Lease	24, 36, 60 Months
Non-Cancelable Rentals	24, 36, 60 Months
Capital Lease	24, 36, 60 Months
Cancelable Rentals	24, 36, 60 Months
Short Term Rentals	Up to 24 months
Straight Purchase	One-Time

- Any mention of a 48 month lease in the rest of the solicitation shall be changed to reflect a 36 month lease.

Question 17. In the past year more and more departments have had a request for color scanning. The cost to upgrade to a color scanning unit might involve an upgrade to a different model or configuration that might not be on the approved purchase list and have a significant price increase. Though scanning is a requirement there is no mention of color scanning. Is color scanning a requirement as a minimum spec for the units in any of the classes?

Answer

- Color scanning is not a minimum specification for the listed equipment of the “Annual Fixed Price Schedule”; however a department may require it as part of the “Spot Market Purchase”.

Question 18. Do you need references to come from Dade County or are other large size accounts from Broward, West Palm acceptable? Also can we use reference from within Miami Dade County by departments?

Answer

- Miami-Dade County would prefer that the references be for companies or entities within the following counties: Monroe, Miami-Dade, Broward, and Palm Beach.
- Miami-Dade County Departments may be used but the County would prefer references from other entities.

Question 19. On page 7 the very last sentence is not completed and appears to be missing? What is the completion of that missing sentence or paragraph?

Answer

- On page 8 Section 2.6.1 the following paragraph: “Bidders who meet the minimum qualifications (a) through (d) shall then be deemed pre-qualified and invited to submit pricing to determine the lowest cost per class of device for lease, or purchase; establishing an Annual Fixed Price Schedule and invited to participate in subsequent Spot Market Purchases (SMP) as required by the County on either an as-needed or on a periodic basis. Meeting the minimum criteria and being deemed pre-qualified does not guarantee the bidder award of the”

- has been replaced with the following: “Bidders who meet the minimum qualifications (a) through (d) shall then be deemed pre-qualified and invited to submit pricing to determine the lowest cost per class of device for lease, or purchase; establishing an Annual Fixed Price Schedule and invited to participate in subsequent Spot Market Purchases (SMP) as required by the County on either an as-needed or on a periodic basis. Meeting the minimum criteria and being deemed pre-qualified does not guarantee the bidder award of the Annual Fixed Price Schedule or a Spot Market Purchase.”

Question 20. We would like to confirm that there will be three vendors per class awarded and not just a total of three vendors?

Answer

- Three vendors will be awarded per class of copier; primary, secondary and tertiary. Vendors awarded to one class are not guaranteed award of subsequent classes.

Question 21. On the cost per copy found on the bid submittal form what specifically do you mean by recommended monthly volume rate?

Answer

- The Recommended Monthly Volume Rate is the recommended monthly impressions the class of copier should produce in a County department per month. This figure is recommended since there will always be the exception.

Question 22. On section 2 page 8 there is no mention of the service CPC being weighted into the calculation. Is this correct?

Answer

- Yes. CPC will not be calculated into the award of the Annual Fixed Price Schedule. Note: Maintenance of any and all copiers (leased or purchased) may be quoted out to the pool after the ninety day warranty.

Question 23. Can we bid two different models for a single class?

Answer

- No. Only one model per class.

Question 24. On page 10 item H it states that prices include moves from one county location to another. Is there a limit on this as continuous movement is costly with fuel and labor today? Understand that this is viewed as relocations and not just delivery of a new install which is included in the price schedules being submitted.

Answer

- Please see answer to question number 98.

Question 25. On section 3.1.15 states that the vendor has 30 days for delivery but in section 2.17 it states 20 days for delivery. Is it 20 or 30 days?

Answer

- Section 2.17 refers to the delivery of orders, were as Section 3.1.15 refers to the installation time.
- All deliveries shall be completed within twenty (20) days of the order being placed.
- Installations of equipment, including software and extra accessories, shall be completed within thirty (30) days of the order being placed.

Question 26. Will the county consider changing the class speeds by one page per minute? For example making class 2 through 4 range start at 20,30,and 40 versus 21, 31 and 41 (PPM) pages per minute?

Answer

- The classes and page per minutes listed are from the *Buyers Laboratory, Inc's 2009 Buying Guide*. These figures were used in order to maintain impartiality. The figures will not be changed.

Question 27. Does the unit have to have a bypass if the unit exceeds the paper capacity minimum and the paper trays allow for switching to accept different size papers?

Answer

- The bypass is required for the use of specialty papers such as stock letterhead, labels, colored paper, etc. Mainly for stock that does not require its own drawer, but is commonly used in the department.

Question 28. In regards to the spot proposal request. Would the departments ask for solicitation from the approved vendors on the bid (three per class) or can they solicit bids to all vendors that are approved to do business with Miami Dade County?

Answer

- The Spot Market Purchase will be solicited from all the per-qualified vendors in the pool.
- The three vendors per class will apply only for the Annual Fixed Price Schedule.

Question 29. In the general terms and conditions section on section 1.22 there is a cancellation for convenience clause. In section 2.24 found on page 20 (survivability) states any leases will run through term of the actual leases. Is this to confirm that if the actual contract # is terminated for future business existing placements will be paid through their end of term date?

Answer

- Yes, however section 2.26 does allow for the termination of financial obligation for non-appropriation and section 2.27 allows for the termination of financial obligation for non-performance.

Question 30. On the class 1 B/W specs 11 X17 is being called a requirement. These are desk top units for the most part with 11X14 typically the larger size. Is the 11?17 a requirement on this class or will the 11/14 be acceptable?

Answer

- Please see answer to question 21

Question 31. Please clarify what specific classes require as a minimum hole punching versus it being an accessory?

Answer

- Whole Punch is not required on any of the classes. Finishing and staple is required as listed in the minimum requirements per class of copier.

Question 32. Hey on class 9 the rated unit speeds call for 90 pages per minute. However since these are also multifunctional and full color scanners the rated speeds are 80 for scanning speeds. Can the rated speed for scanning/feeder be at 80?

Answer

- The Scanning speeds for each of the classes has been modified to the ranges specified in the tables below:

BLACK AND WHITE		
CLASS*	PPM*	Scanning Speed
1	Up to 20 ppm	N/A
2	21 to 30 ppm	10 to 20ppm
3	31 to 40 ppm	20 to 30 ppm
4	41 to 49 ppm	30 to 40ppm
5	50 to 59 ppm	40 to 50ppm
6	60 to 69 ppm	50 to 60ppm
7	70 to 79 ppm	60 to 70ppm
8	80 to 89 ppm	70 to 80ppm
9	90 to 99 ppm	80 to 90ppm

COLOR		
CLASS*	PPM*	Scanning Speed
1c	16 to 25 ppm	6 to 16ppm
2c	26 to 36 ppm	16 to 26ppm
3c	37 to 46 ppm	21 to 31ppm
4c	47 to 46 ppm	30 to 40ppm
5c	56 + ppm	40 + ppm

Question 33. The bid states a monthly uptime of 97% and no more than 1.5 hours a week downtime which equates to 6 hours a month which is 80%? This is stated in the general T&C's, the appendix B has the SLA's which states the specifics. Will the Appendix B override the other language in the general T&C's? Is this measured over a 90 day period averaged out or every month separately averaged out? Is there a disclaimer that if the unit is running above its recommended volume this criteria does not apply?

Answer

- Yes – the 1.5 hours does equate to 6 hours a month; however we do not know how the 80% was calculated.
- The SLA address the performance levels expected T&C's. All T&C's will apply.
- The measure will be by quarter (90 day period) and calculated as such.
- Paragraph 1.5 of the Service Level agreement states: "Vendor guarantees a monthly equipment uptime of 97% within any maintenance agreement. Should any unit fail to maintain the monthly uptime, **excluding service calls caused by operator error**; the unit will be subject to replacement at the County's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. This replacement policy will remain in effect for the term of the contract and is subject to the County remaining current with the agreed payment terms."

Question 34. Is there an id badge that can be given/purchased that will allow technicians to go to all the different areas of the county?

Answer

- No. Badges are required for high security departments as listed on pages 23 and 24 of the solicitation.

Question 35. First time fix measurement of 90 days is good for the smaller equipment segment units but higher volume equipment in the first time is usually measured in volume and not days. Higher volume usage machines will usually require maintenance before the 90 day period in some cases. Can this be changed for the higher volume units to reflect a usage requirement band?

Answer

- On page 19 Section 2.23 m the following definition: "The words "**First Time Fix**" to mean the measurement of a successful service and technical support call. First Time Fix is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. The words "First Time Fix" also mean that no other service calls shall be placed for the same issue within a 90 day period of time of the first occurrence."
- Has been replaced with the following: "The words "**First Time Fix**" to mean the measurement of a successful service and technical support call. First Time Fix is defined by the dealer's or manufacturer's ability to remedy the underlying issue on the first service call. The words "First Time Fix" also mean that no other service calls shall be placed for the same issue within a 90 day period of time of the first occurrence. With the exception of High Volume production devices

whose manufacturer's recommended duty cycle is in excess of 750,000 impressions per month. Such devices may require maintenance within ninety (90) days of the initial call; due to the manufacturer's recommend maintenance intervals for number of impressions produced by the device. The manufacturer's maintenance interval limit may be reached within the 90 day period."

Question 36. Does first time not count preventative maintenance and courtesy calls done by a technician while on location? There is no mention of a key operator causing a service call how is this addressed so as not to count against the service vendor for response and uptime?

Answer

- See answer to questions 33 and 35. 36

Question 37. Section 1.22 (Termination for Convenience): If contract is canceled per this Section 1.22, will it affect the underlying lease agreement? Will the County agree that any termination of the awarded contract will not apply or otherwise affect any Purchase Orders issued by the county prior to the date of termination of such contract, and, except for the non-appropriations set forth in the Bid, all such Purchase Orders for leased equipment shall continue in full force and effect for the entire term set forth therein?

Answer

- Please refer to section 2.24 and 2.26

Question 38. Section 1.23 (Termination for Default): Will the County agree to provide Vendor with written notice of default and a reasonable, thirty (30) day period for Vendor to cure any default before the County can terminate the contract pursuant to this Section?

Answer

- The amount of time a vendor will have to cure any defaults will be determined on a case by case basis with mutual consent between the County and the vendor.

Question 39. Section 2.6.1 (Annual fixed Price Schedule): If the County chooses to terminate the contract under this provision will this affect the underlying Purchase orders?

Answer

- It would terminate any Purchase Orders issued after the termination of the contract.
- Purchase orders issued prior to termination of contract shall be fulfilled.

Question 40. Section 2.6.2 (Spot Market Purchases): Will Spot Market Purchases be obligated under the same terms & conditions of the RFP?

Answer

- The Spot Market Purchase will be bound by the T&C's of this solicitation and any additional T&C's of the RFP.

Question 41. Section 2.7, Paragraph 7 (Prices): Does the equipment eligible for an upgrade/downgrade need to be designated upfront at time of issuance of the Purchase Order?

Answer

- NO

Question 42. Section 2.7, last Paragraph (Prices): Does this mean Vendor must contact Mr. Gonzalez each time before equipment is placed to confirm the validity of the Purchase Order? Is an e-mail response all that is required?

Answer

- Yes – Leonard Gonzalez must be contacted
- Yes – e-mail is all that is required to initiate the verification

Question 43. Section 2.16 (Shipping Terms): Does the 2nd sentence of this Section only apply to equipment purchases? Please confirm that Vendor retains title and owner of all leased equipment.

Answer

- It refers to all equipment while in transit
- Vendor retains title and ownership of all leased equipment. YES

Question 44. Section 2.25 (End of Term Notification): Can notification be changed to ninety (90) days due to Vendor system limitations?

Answer

- NO

Question 45. Section 2.27 (Termination and Suspension): If the contract is canceled, will it affect the underlying lease agreement? Will the County agree that any termination of the awarded contract will not apply or otherwise affect any Purchase Orders issued by the county prior to the date of termination of such contract, and, except for the non-appropriations set forth in the Bid, all such Purchase Orders for leased equipment shall continue in full force and effect for the entire term set forth therein?

Answer

- Please see answer to question 3837

Question 46. Section 2.27 (Termination and Suspension): Will the County agree to provide Vendor with written notice of default and a reasonable, thirty (30) day period for Vendor to cure any default before the County can terminate the contract pursuant to this Section?

Answer

- Please see answer to question 3938

Question 47. Will the County agree that under no circumstances neither party shall be responsible to the other party for consequential, incidental, punitive or indirect damages, even if such party has been advised of the possibility of such damages?

Answer

- NO

Question 48. 1.19 INDEMNIFICATION is any of the language contained in this section open for modification?

Answer

- NO

Question 49. 1.22 Termination For Convenience “ The county, at its sole discretion , reserves the right to terminate this contract without cause upon a thirty (30) days written notice” this statement makes the leasing of equipment cancelable requiring a much higher lease rate, later in the bid document section 2.27 the document states “Non-Performance” or “cancellation or termination as otherwise provided in this agreement, the County may, in its sole discretion, with cause, terminate any financial obligation by written notice to the Contractor” Please clarify which termination clause should be used to determine the best lease factor available to the County.

Answer

- The decision of lease factor shall be the bidder’s business decision based on the bidder’s business model.

Question 50. 3.1 Specifications this section details the 14 segments classes that consist of the 1,500 units throughout the County. Will the County specify current product quantity by segment and historical volumes throughout fleet?

Answer

- The County does not have a comprehensive inventory of its copiers by segment or by type of copier (B&W or Color)

Question 51. Page two of the original bid document states that a downloadable excel file is available at <HTTP://SERVICES.MIAMI.GOV/DPM/SOLICITATIONLIST.ASPX> unfortunately we have not located this file could you direct us to another location? In addition could the existing PDF file be submitted in an editable format so the response can be completed electronically?

Answer

- An electronic spreadsheet of the bid document will be available for download at the listed link above by close of business Friday, April 16, 2010..
- All other forms must be printed and submitted along with the spreadsheet as one bid package.

Question 52. Page 45 Bid Submittal Form: This document specifies purchase price and lease payments for 24, 48, and 60 month terms should we use a cancelable lease factor (higher) or a standard FMV lease factor?

Answer

- Please see answers to questions 17 16 and 5049.

Question 53. Page IV, Items 1.22 and 1.23
Would the County consider adding language regarding notifying the bidder in writing to permit 30 days to remedy any problems?

Answer

- Please see answer to question 3938.

Question 54. Are all of the awards for primary, secondary and tertiary on an annual basis and a recomete of each class will be held for each pre-qualified vendor each year per class or the entire bid schedule?

Answer

- Section 2.7 paragraph 1

Question 55. Can a vendor that was not pre-qualified for a class the previous year become pre-qualified and compete for that class during an out year throughout the contract period of Ten(10) years?

Answer

- YES

Question 56. In an effort to understand how the price schedule will be awarded are we correct in understanding that on an annual basis that if a pre-qualified vendor proposes lower pricing than all other pre-qualified vendors in that class, and it was not an awarded vendor of the primary, secondary or tertiary awards the previous year, that the vendor could win a class that it may not have been awarded the previous year(s)?

Answer

- YES

Question 57. In an effort to offer the most competitive pricing would it be acceptable to provide quotes for leases, short term rentals that are classified as non cancellable since there are provisions for cancellation for non-performance, convenience and flexibility? Those contracts/leases that need to be cancelled would be covered under the above provisions stated.

Answer

- NO

Question 58. Would it be acceptable to reword the upgrade/downgrade option language to exclude “per lease or rental” to state it as the entire Fleet the county purchases? The reason for this request is that in an instance where a county department leases only two machines and they are on separate lease to allow them to downgrade 5% is not feasible. Could the County explain how that it is intended to work per lease or rental with an example?

- a. Notwithstanding anything to the contrary in this paragraph, at any time during the term of this Agreement, upon thirty (30) days' prior written notice to CONTRACTOR, Customer may upgrade /downgrade, without penalty, the leases of units of Equipment leased by Customer, provided that:
 - (i) no default has occurred and is continuing hereunder;
 - (ii) leases of units of Equipment models which have rated speeds of 110 pages per minute or greater, may not be cancelled;
 - (iii) the lease of any unit of Equipment may not be cancelled if the cancelled unit would cause the total number of cancelled units to exceed on a cumulative basis (i.e., adding the cancelled unit to the number of all other units whose leases have been previously cancelled pursuant hereto) five percent (5%) of the greatest number of units of Equipment leased hereunder at any one time;
 - (iv) all amounts due under this Agreement through the date of return with respect to the cancelled units shall have been paid, all supplies related to the cancelled units shall have been returned, and each cancelled unit shall have been returned;
 - (v) Regarding subsection (iii) above, by way of example only: if, prior to the cancellation of a unit of Equipment, Customer has had, at the most, at any one time, 100 units of Equipment under lease, and the next cancelled unit would bring the total number of cancelled units thus far to 6, then that unit may not be cancelled.

Answer

- NO
- During the lease or rental the County would negotiate with the vendor the upgrade / downgrade of the device.

Question 59. Page 17, Section 2.21 County Under Access Program (UAP)

Under Vendor Compliance it states; "If a vendor fails to comply with this section, then vendors may be considered in default by Miami –Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract." On the signature page 77 under the section, County User Access Program (UAP): Joint purchase and entity revenue sharing program, it requests that the bidder is to indicate its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in section 2.21 of this contract solicitation. It goes on to state that participation is voluntary and shall not be binding on the bidder. Can you explain further if the bidder is required to participate, and if they do not comply will they be considered in default? If it is mandatory then why there is a choice to participate offered on page 77?

Answer

- Please see answer to question 43.

Question 60. Page 19 , Item K

Per the RFQ: Item K. The words "Equipment Downtime" to mean the period of time a piece of equipment cannot be utilized and is waiting for service to be completed. This time starts with the original service call into the dealer or manufacturer and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed and the equipment functions in accordance with manufacturer published specifications. The period of time shall not exceed more than one and a half (1-1/2) hours, or 3%, during a forty (40) hour work week.

Would you be acceptable to modify your definition to include language as stated below? CONTRACTOR will commit to a fleet average uptime of 95% over the 4 fixed quarterly intervals per year. Downtime is calculated from the time a service call is placed with our Dispatch department until the time the Technician completes the repair. Uptime criteria is calculated between 8:30am and 5:00pm, Monday through Friday, excluding CONTRACTOR'S, holidays, and exceptions outlined in the following sentence(s). Uptime requirements will not include preventative maintenance service calls, calls which could have been prevented by key operator functions outlined in unit's operation manual, calls created by user mishandling, units which are running outside the manufacturer's optimum performance volume, or units which need to be over-hauled as a result of reaching useful life, in the opinion of our Service department.

Answer

- NO

Question 61. Section 3, Technical Specifications

Page 26. Item 3.1.1 Maintenance and Support

Would the County allow the bidders to have a list of equipment with models, date of installation and meter read so as to be able to commit to items a., b. and c. in this section?

Answer

- Please see answer to question 5150.

Question 62. Would the County also consider for item a. that the bidder has to verify if they are certified to repair the existing equipment?

Answer

- See section 2.23 J

Question 63. For item b. the bidder is expecting to only be responsible for maintenance on the equipment it has placed and has a maintenance contract for, does the County intend to expect all awarded bidders to be able to maintain all other awarded bidders equipment?

Answer

Question 64.

- The County will use the pool of qualified vendors to solicit maintenance agreements, repairs, and support for any County owned equipment, regardless of the incumbent vendor.

Question 65. For item c. can the County explain what “other related services not listed” might be?

Answer

- The County has tried to provide for all possible needs of the County Departments through this solicitation. Item C allows for the Spot Market Purchase of services that may have not been listed within this solicitation and are related to the maintenance and servicing of multifunctional devices.

Question 66. Pages 32 -75 Cost

In section 2, page 11, under Standard Terms Offered the County asks for Lease and Rental terms for 24, 48 and 60 Months but on the Cost Sheets pages 44 – 66 it requests 24, 36 and 60 Months. Can the County please clarify the pricing terms it requires?

Answer

- Please see answer to question 1716

Question 67. When will the spreadsheet (bid submittal form) be available

Answer

- Please see answer to question 5251

Question 68. Page 55 for "Finisher" states Hole Punch. Is this a requirement
[Answer](#)

- [Please see answer to question 3231](#)

Question 69. With the additional questions being answered on 4/8, would the County consider providing the vendors additional time to respond to the bid
[Answer](#)

- [Please see answer to question 1514](#)

Question 70. Due date of April 14 is aggressive. Will there be consideration to extend this date, especially in light of the holiday week vacation that is so popular during Easter week?
[Answer](#)

- [Please see answer to question 15 14](#)

Question 71. 2.3 Pre-Bid Conference has been left blank. Are there plans for one to be held?
[Answer](#)

- NO

Question 72. 2.6.1 References 1,500 Copiers. Is that the estimated total installs for the County or a respective Department?
[Answer](#)

- [County](#)

Question 73. Would you provide an estimate of the number of copiers currently installed within your respective Mono (1-9) and Color (1-5) classifications?
[Answer](#)

- [Please see answer to question 5150](#)

Question 74. What is the estimated number of copiers to be placed/upgraded over the next 12-24 months?
[Answer](#)

- [The County does not have a comprehensive estimate of copier placements or upgrades.](#)

Question 75. Referencing #5 above, do you have that estimate of copiers by their respective classifications?
[Answer](#)

- [Please see answer to question 5150](#)

Question 76. 3.1.1, items a & b. Please explain as to how this relates to the current pricing request

Answer

- It does not.

Question 77. 11 x 17" is called for in each classification. In most offices, that is a feature that is rarely, if ever used. Is that a critical component for all classifications? That is an ongoing expense for an occasional need.

Answer

- Please see answer to question 21.

Question 78. According to IDC, only 1-3% of all output is on A3 or 11x17" paper. Given the increased cost associated with 11x17" printing (i.e. higher cost of device + additional click charges) versus the actual usage, would you decrease the 11x17" maximum paper size (output) requirement down to 8.5x14" on *Proposed Classes 3-5 - Black & White* and *Proposed Classes 1-3 - Color*? By doing so, the county will realize significant cost savings while maintaining the appropriate technology for it's end users.

Answer

- Please see answer to question 21.

Question 79. Can you please define "Maximum Original Size" and why is it a requirement?

Answer

- Maximum Original Size is defined as the largest sized paper the device and reproduce or scan.

Question 80. If the term "Maximum Original Size," is referring to the scan area of the platen glass, can that requirement be lowered to 8.5x14"? Particularly on *Proposed Classes 1-5 - Black & White* and *Proposed Classes 1-3 - Color* as this will also help to cut costs as stated in question #1.

Answer

- The Maximum Original Sizes shall match the Maximum Media Sizes per class as listed in the tables found in question 1.

Question 81. Why is maximum duplex paper size of 11x17" when output size is 8.5x11" in *Proposed Class 2 - Black & White* and *Proposed Classes 1c & 2c - Color*? Can we drop those requirements to 8.5x11"?

Answer

- The Maximum Duplex Paper Sizes shall match the Maximum Media Sizes per class as listed in the tables found in question 21.

Question 82. Would you consider removing the finishing requirement on *Proposed Class 2 - Black & White*?

Answer

- Finishing is NOT required for the Class 2 – Black & White Devices.
- Finishing is required as specified for classes 3 through 9.

Question 83. Would you consider removing the finishing requirements for *Proposed Classes 1c & 2c - Color*?

Answer

- Finishing is NOT required for the Class 1c – Color Devices.
- Finishing is required as specified for classes 2c through 5c.

Question 84. Can the pager per minute requirement on *Proposed Class 3c - Color* be dropped from 37 down to 35 pages per minute?

Answer

- Please see answer to question 2726.

Question 85. For *Proposed Class 1c - Color*, can the Recommended Monthly Volume be decreased from 13,500 to 9,200?

Answer

- The Recommended Monthly Volumes are taken from the *Buyers Laboratory, Inc's 2009 Buying Guide*. These figures were used in order to maintain impartiality. The figures will not be changed.

Question 86. Can the Recommended Monthly Volume be decreased from 15,000 to 10,000 on *Proposed Class 2c - Color*?

Answer

- Please see answer to question 8584.

Question 87. For *Proposed Class 3c - Color*, can the 37 page per minute requirement be lowered to 30 pages per minute?

Answer

- Please see answer to question 2726.

Question 88. Can the Recommended Monthly Volume requirement for *Proposed Class 3c - Color* be lowered from 28,000 to 25,000?

Answer

- Please see answer to question 8584.

Question 89. Can the 46 page per minute requirement on *Proposed Class 4c - Color* be lowered to 45 pages per minute?

Answer

- [Please see answer to question 2726](#)

Question 90. For *Proposed Class 4c - Color*, can the Recommended Monthly Volume lowered from 36,500 down to 33,000?

Answer

- [Please see answer to question 8584](#)

Question 91. In the bid we downloaded, Section 2.6, last paragraph, last sentence, the sentence is cut off and it is unclear what the final meaning of the sentence is. The sentence is as stated: "Meeting the minimum criteria and being deemed pre-qualified does not guarantee the bidder award of the", can we get a version with the completed sentence? It does not continue on page 8.

Answer

- [Please see answer to question 2019](#)

Question 92. Section 2.7, last paragraph. If a vendor verifies that funding is not available for the term of the lease, service, and/or maintenance agreement does that information relieve the vendor of its performance obligations in fulfilling the order?

Answer

- [Approval of funds should be verified, in writing to DPM and the requesting department, done prior to the placement and/or installation of equipment, performing of services, additions of equipment or services.](#)
- [Should the vendor verify that funds have not been approved prior to fulfillment of Purchase Order; the vendor is not obligated to fulfill the Purchase Order.](#)
- [Should the vendor place and/or install equipment, provide services, add equipment, or provide addition services without verifying the approval of funds, the County will not be responsible where funding was not approved prior to the placement of the equipment or commencement of services](#)
- [In the case where funds are no longer available during a lease or maintenance term the vendor shall refer to section 2.26 Termination for Non-Appropriation](#)

Question 93. Section 2.7, financial vehicles. In the case of Fair Market, Operational and Capital Leases will the County accept lease paperwork for approval as long as its understood that the terms and conditions of this referenced bid trump any other referenced terms?

Answer

- **NO.** leasesLeases are bound and established through the issuance of a Purchase Order form the County.

Question 94. Copier Classes

As per the copier specifications we request that in the black and white copier class the following speed changes be entertained:

Class 1: Up to 19 ppm (changed from up to 20 ppm)

Class 2: 20 to 29 ppm (changed from 21 to 30 ppm)

Class 3: 30 to 39 ppm (changed from 31 to 40 ppm)

This is because many manufacturers start and stop model changes in 10 ppm increments. Many models are manufactured at 20 ppm, 30 ppm, 40 ppm, etc. speeds. By starting a model at 21 ppm, 31 ppm and 41 ppm, many bidders will be forced to submit models much faster to hit spec, thereby driving the fundamental base cost from the vendor pool significantly higher, without the significant benefit of performance. The reduction of 1 page per minute in these categories will save the taxpayers a substantial amount of money; broaden the scope of competition and goes into alignment with the speed separation of the subsequent classes.

Answer

- Please see answer to question 2726.

Question 95. Class 1 Black & White Machine

Maximum Original Size is stated as 11" x 17", Maximum Paper Size (Output) is stated as 8 1/2" x 11". Would it be correct to assume that the the Maximum Original Size should be 8 1/2" x 11"? It does not make sense to desire to input an 11" x 17" page and only have it come out as a letter size document. An 11" x 17" specification for both input and output in this volume band is rare (as well as the percentage of time something this slow would utilize a document that size). We request the Maximum Original Size Specification be changed to 8 1/2" x 11". The added benefit of this change will result in a much lower cost machine.

Answer

- Please see answer to questions 7978, 7980, and 801

Question 96. Class 2 Black & White

Maximum Original Size is stated as 11" x 17", Maximum Paper Size (output) is stated as 8 1/2" x 11", Maximum Duplex Size is stated as 11" x 17". It is not possible to duplex at a maximum of 11" x 17" when the paper

size maximum is 8 1/2" x 11". We would also argue that in this speed band 11" x 17" is not commonly used, represents a significantly higher expense to the fundamental cost of the machine and in an effort to lower the cost base (some studies are showing that ledger sized paper is only used 5% of the time) should be changed to a maximum of legal sized length on both input and output and letter sized for duplexing. This change will result is a much lower cost while still serving the vast majority of users.

Answer

- Please see answer to questions 78, 79, and 8079, 80, and 81

Finishing (not merely stapling) is not commonly used in this speed class. There is a difference between finishing and stapling. However in this slow speed class the need to require a fundamental costly specification that will rarely be used represents a substantial cost increase for the majority of users. We request that this required specification be removed in an effort to save money. There should be little impact to the vast majority of users.

Question 97. Pricing Pages

May we add additional options?

Answer

- YES

Question 98. Class 1C Color

The Maximum Paper Size (output) is 8 1/2" x 11", the Maximum Original Size is 11" x 17", the Maximum Duplex Size is 11" x 17". We ask that the specifications be changed to 8 1/2" x 11" for input and output and letter sized for duplexing. As stated earlier one cannot duplex at 11" x 17" on a paper sized at 8 1/2" x 11". In addition ledger sized capabilities on a machine this slow is an expensive option that will rarely be used (those that desire ledger sized output will almost invariably desire a much faster unit). The resultant change will serve the majority of users and be substantially less expensive.

Answer

- Please see answer to question 21

Finishing. Maximum paper capacity on the system is 500 pages yet finishing capacity has to be a minimum of 1,000. In essence the finisher will have to hold twice as much as the machine's maximum paper capacity on a unit designed to go 16 ppm. We ask that finishing be removed from this speed class. Very little finishing will be performed on a unit this slow.

In order to meet this specification most of the vendors will have to bid a much larger system and the fundamental cost will be substantially more expensive. Most users that would desire a unit this slow for color will operate low volumes, not have exotic paper manipulation requirements and merely want color output on an occasional basis for convenience. By requiring finishing in this class the majority of users will not be able to cost justify this machine. If this requirement is removed users will have a viable cost effective option for their occasional color needs.

- [Please see the answer to questions 79 78 through 823](#)

Question 99. Class 2c Color

The Maximum Paper Size (output) is 8 1/2" x 11", the Maximum Original Size is 11" x 17", the Maximum Duplex Size is 11" x 17". We stand by our earlier representations regarding these noted specifications. However given the increased class speed merely request edification on whether the intention is 11 x 17 input and output or something else given the disparity of a maximum paper output size (letter) in conflict with maximum original size and duplex size (ledger).

Answer

- [Please see the answer to questions 79 78 through 83 82](#)

Finishing. We ask that finishing not be required due to the cost of this add on, however suggest that it be listed under options should a using Agency require this functionality.

- [Please see the answer to questions 79 78 through 83 82](#)

Question 100. How can the vendor confirm that they have a vendor registration on file with Miami-Dade County and make sure all information is current?

Answer

- The bidder may contact the Vendor Assistance Unit at:
 - 305-375-2676
 - http://www.miamidade.gov/dpm/vss_intro.asp

Question 101. What needs to be written on Contract No. and Contract Title?

Answer

- The Contract No. is 9301-0/20
- Contact Title is [Purchase of Multifunctional Devices, maintenance and Solutions-Prequalification](#)

Question 102. Due to the complexity of the request and the gathering of data we respectfully request an extension of the due date by 2 weeks?

Answer

- Please see answer to question 1514

Question 103. Format-three total paper copies are required (one original and two additional) – are those copies to be bound? Unbound?

Answer

- They may be submitted in three ring binders or may be bound. It is the bidder's preference.

Question 104. Section 2.2-Is is a bid requirement to partner with an SBE/MWBE or is it just a preference?

Answer

- It is not a requirement

Question 105. The potential product mix significantly impacts our pricing response. The incumbent has a significant competitive advantage by knowing the current install base. Can you please provide us a listing of the current equipment and volumes of the units installed today- the answer is still going to be no but we set the stage for an unfair advantage?

Answer

- Please see the answer to questions 51 50 and 7170

Question 106. Section 2.19 & Section 3.1.1 – regarding the 90 day warranty, does Miami Dade expect that there will be no costs during the 90 warranty period for a purchase? Is that true for a leased unit a well, since the unit is covered for the duration of the lease?

Answer

- Yes- there will be no costs incurred by the County during the 90 warranty period for repairs.
- Yes there should not be a maintenance charge during the first 90 days of any lease.

Question 107. Section 2.21 –Is the rebate amount based on the total equipment cost? The monthly billing? Some other factor?

Answer

- The rebate amount will be specified at the time of the Spot Market Purchase.

Question 108. Evaluation-How is Miami Dade evaluating the vendors? What criteria are being used? Is it only the three lowest cost responders or are there qualifications other than price?

Answer

- Please refer to section 2.6, 2.61, and 2.62

Question 109. May vendors have an editable version of the RFQ so that the forms and sections can be completed?

Answer

- Please see question 5352

Question 110. There are no specifications listed for color class 5c. Do you want pricing for that speed range?

Answer

- It has been updated in the electronic spread sheet

Question 111. Under Black and White classes 1 and 2 you have the maximum output size of 8.5 x 11 but the maximum original size of 11 x 17. Are you looking for a machine that can only scan up to legal or a machine that can only print up to legal. The difference is most machines that can print up to legal can only scan paper sizes up to legal.

Answer

- Please see answer to questions 78, 79, and 8079, 80, and 81

Question 112. What type of Certification do you require for the LOCAL PREFERENCE CERTIFICATION on the Bid Submittal Form?

Answer

- Please refer to the link below to the County's Small Business Department.
- <http://www.miamidade.gov/sba/home.asp>

Question 113. The ITB data which we have downloaded does not contain the "legend for proposed classes" for Class 5c; nor does it contain "legend for price proposal" for Class 5c.

Answer

- It has been updated in the electronic spread sheet

ALL OTHER INFORMATION REMAINS THE SAME



Leonard Gonzalez
Senior Procurement Contracting Agent
Department of Procurement Management
Miami-Dade County



ADDENDUM NO. 2

April 12, 2010

TO: All Prospective Bidders
SUBJECT: BID NO.: 9301-0/20
TITLE: Multifunctional Device Purchases/ Maintenance - Prequal
BID OPENING DATE: April 14, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

The Opening Date for the above mentioned solicitation has been extended to Wednesday, May 5th, 2010.

An addendum with the answers to all the questions submitted will be posted by Wednesday, April 14th, 2010 all final questions or clarifications are due, via e-mail to legonza@miamidade.gov and copied to the Clerk of the Board at clerkbcc@miamidade.gov, by 2:00pm on April 16, 2010.

ALL OTHER INFORMATION REMAINS THE SAME

Leonard Gonzalez
Senior Procurement Contracting Agent
Department of Procurement Management
Miami-Dade County



ADDENDUM NO. 1

March 31, 2010

TO: All Prospective Bidders
SUBJECT: BID NO.: 9301-0/20
TITLE: Multifunctional Device Purchases/ Maintenance - Prequal
BID OPENING DATE: April 14, 2010

This Addendum is and does become a part of the above mentioned bid.

Please note the following change(s):

All questions with regard to the above mentioned bid are due, via e-mail to legonza@miamidade.gov and copied to the Clerk of the Board at clerkbcc@miamidade.gov, by 2:00pm on April 7, 2010.

ALL OTHER INFORMATION REMAINS THE SAME

Leonard Gonzalez
Senior Procurement Contracting Agent
Department of Procurement Management
Miami-Dade County

BID NO.: 9301-0/20

**OPENING: 2:00 P.M.
Wednesday
April 14, 2010**

**MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D**

**TITLE:
PURCHASE OF MULTI-FUNCTIONAL DEVICES, MAINTENANCE AND
SOLUTIONS - PREQUALIFICATION**

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

- EXPEDITED PURCHASING PROGRAM (EPP) SEE SECTION 2.0 PARA 2.24
- INDEMNIFICATION/INSURANCE:..... SEE SECTION 2.0 PARA 2.11
- SMALL BUSINESS ENTERPRISE MEASURE:..... SEE SECTION 2.0 PARA 2.2
- USER ACCESS PROGRAM:..... SEE SECTION 2.0 PARA 2.21
- WRITTEN WARRANTY: SEE SECTION 2.0 PARA 2.19

FOR INFORMATION CONTACT:
Leonard Gonzalez at 305-375-1441, or at legonza@miamidade.gov

IMPORTANT NOTICE TO VENDORS:
N/A

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
PURCHASING DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 68 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 67 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**



MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number: 9301-0/20

Title: Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

Sr. Procurement Contracting Agent: Leonard Gonzalez

Bids will be accepted until 2:00 p.m. on Wednesday, April 14, 2010

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: The Clerk of the Board business hours are 8:00am to 4:30pm, Monday through Friday. Additionally, the Clerk of the Board is closed on holidays observed by the County. Each Bid submitted to the Clerk of the Board shall have the following information clearly marked on the face of the envelope: the Vendors name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and two copies of the Bid Submittal, plus attachments if applicable. The Bidder may, at Bidder's option, also provide the Excel file containing the information on the Vendor Pricing document on CD or Diskette. The file to be provided is to be downloaded at [HTTP://SERVICES.MIAMIDADE.GOV/DPM/SOLICITATIONLIST.ASPX](http://services.miamidade.gov/dpm/solicitationlist.aspx). Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids received time and date stamped by the Clerk of the Board prior to the bid submittal deadline shall be accepted as timely submitted. The circumstances surrounding all bids received and time stamped by the Clerk of the Board after the bid submittal deadline will be evaluated by the procuring department, in consultation with the County Attorney's Office, to determine whether the bid will be accepted as timely.

NOTICE TO ALL BIDDERS:

- **FAILURE TO SIGN THE BID SUBMITTAL FORM WILL RENDER YOUR BID NON-RESPONSIVE.**
- **THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS SOLICITATION**

SECTION 1
GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.

Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management.

Enrolled Vendor – shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter into business agreements with the County.

The Vendor Registration Package – shall refer to the Business Entity Registration Application.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. Vendors can enroll online and obtain forms to register by visiting our web site at www.miamidade.gov/dpm

1.2. INSTRUCTIONS TO BIDDERS**A. Bidder Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a notification list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must become a Registered Vendor. Only Registered Vendors can be awarded County contracts. Vendors are required to register with the County by contacting the Vendor Assistance Unit. The County endeavors to obtain the participation of all qualified small business enterprises. For information and to apply for certification, contact the Department of Small Business Development at 111 N.W. 1 Street, 19th Floor, Miami, FL 33128-1900, or telephone at 305-375-3111. County employees and board members wishing to do business with the County are referred to Section 2-11.1 of the Miami-Dade County Code relating to Conflict of Interest and Code of Ethics.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Vendor Registration Package. Effective June 1, 2008, a new Vendor Registration Package, including a Uniform Affidavit Packet (Affidavit form), must be completed by vendors and returned to the Department of Procurement Management (DPM), Vendor Assistance Unit, within fourteen (14) days of notification of the intent to recommend for award. In the event the Vendor Registration Package is not properly completed and returned within the specified time, the County may in its sole discretion, award to the next lowest responsive, responsible Bidder. The Bidder is responsible for obtaining the Vendor Registration Package, including all affidavits by downloading from the DPM website at www.miamidade.gov or from the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128.

Bidders are required to affirm that all information submitted with the Vendor Registration Package is current, complete and accurate, at the time they submit a response to a Bid Solicitation, by completing the provided Affirmation of Vendor Affidavit form.

In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Sec. 2-8.1 of the County Code)

2. **Miami-Dade County Employment Disclosure Affidavit**
(County Ordinance No. 90-133, amending Section 2-8-1(d)(2) of the County Code)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the County Code)
4. **Miami-Dade Disability and Nondiscrimination Affidavit**
(Article 1, Section 2-8.1.5 Resolution R182-00 Amending R-385-95)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the County Code)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the County Code)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Article 1, Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11.1(c) of the County Code)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the County Code)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the County Code)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit**
(Article 8, Section 11A-60 11A-67 of the County Code)
11. **Subcontracting Practices**
(Ordinance 97-35)
12. **Subcontractor /Supplier Listing**
(Ordinance 97-104)
13. **Environmentally Acceptable Packaging**
Resolution (R-738-92)
14. **W-9 and 8109 Forms**
The vendor must furnish these forms as required by the Internal Revenue Service.
15. **Social Security Number**
In order to establish a file for your firm, you must provide your firm's Federal Employer Identification Number (FEIN). If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes your "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that DPM requests the Social Security Number for the following purposes:
 - Identification of individual account records
 - To make payments to individual/vendor for goods and services provided to Miami-Dade County
 - Tax reporting purposes
 - To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records
16. **Office of the Inspector General**
Pursuant to Section 2-1076 of the County Code.
17. **Small Business Enterprises**
The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
18. **Antitrust Laws**
By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.
- C. **PUBLIC ENTITY CRIMES**
To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

SECTION 1
GENERAL TERMS AND CONDITIONS

Pursuant to Section 287.133(2)(a) of the 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 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(f) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidadecounty.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

E. Contents of Bid Solicitation and Bidders' Responsibilities

1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
2. In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.
3. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
4. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.

F. Change or Withdrawal of Bids

1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an

authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

2. Withdrawal of Bid – A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by DPM prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

G. Conflicts Within The Bid Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

H. Prompt Payment Terms

1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.

1.3. PREPARATION OF BIDS

- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
- B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
- C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
- D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
- E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
- F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- G. An optional electronic submittal shall not be considered a part of the bid if it differs in any respect from the required manual submittal in the original hard copy.

1.4. CANCELLATION OF BID SOLICITATION

Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.

SECTION 1
GENERAL TERMS AND CONDITIONS

1.5. AWARD OF BID SOLICITATION

- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
- C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
- E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Local Business Tax Receipt.
- F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
- G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an appropriately sized self-addressed stamped envelope or make a request by e-mail. Bid results will not be given by telephone or facsimile.
- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88, the Director of DPM will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.
- K. The County reserves the right to request and evaluate additional information from any bidder after the submission deadline as the County deems necessary.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The

County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

1. a business that has a valid Local Business Tax Receipt, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and
3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:
 - (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
 - (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
 - (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When there is a responsive bid from a Miami-Dade local business within 10% of the lowest price submitted by a responsive non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2011. Therefore, a vendor which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. A written intent to protest shall be filed with the Clerk of the

SECTION 1
GENERAL TERMS AND CONDITIONS

Board and mailed to all participants in the competitive process and to the County Attorney within three (3) County work days of the filing of the County Manager's recommendation. This three-day period begins on the County workday after the filing of the County Manager's recommendation. Such written intent to protest shall state the particular grounds on which it is based and shall be accompanied by a filing fee as detailed in Para C below.

- C. The written intent to protest shall be accompanied by a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$250,000	\$500
\$250,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

The protester shall then file all pertinent documents and supporting evidence with the Clerk of the Board and mail copies to all participants in the competitive process and to the County Attorney within three (3) County workdays after the filing of a written intent to protest.

- D. For award recommendations greater than \$250,000 the following shall apply:
The County's recommendation to award or reject will be immediately communicated (via mail, fax or email) to all participants in the competitive process and filed with the Clerk of the Board.
- E. For award recommendations from \$25,000 to \$250,000 the following shall apply:
Each County workday, as appropriate, recommendations to award or reject will be posted in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street. Participants may also view recommendations to award on-line at the DPM website or call the contact person as identified on the cover page of the Bid Solicitation.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall comply with all federal, state and local laws that may affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful

Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

A contractor recommended for award as the result of a competitive solicitation for any County purchases of supplies, materials and services (including professional services, other than professional architectural, engineering and other services subject to Sec. 2-10.4 and Sec. 287.055 Fla Stats.), purchase, lease, permit, concession or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the County: stating either that the contractor is not related to any of the other parties bidding in the competitive solicitation or identifying all related parties, as defined in this Section, which bid in the solicitation; and attesting that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted in accordance with the provisions of Sec. 2-8.1.1. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

- A. The Collusion Affidavit will be included in all solicitations and will be requested from bidders/proposers once bids/proposals are received and evaluated.
- B. Failure to provide a Collusion Affidavit within 5 business days after the recommendation to award has been filed with the Clerk of the Board shall be cause for the contractor to forfeit their bid bond.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County

SECTION 1
GENERAL TERMS AND CONDITIONS

ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.4.1 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services, the Commission Auditor, or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076 of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy,

security and electronic transfer standards that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making Internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALE SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award for those portions of a Blanket Purchase Order (BPO) utilizing Charter County Transit System Sales Surtax funds as part of a multi-department contract, nor a contract utilizing Charter County Transit System Surtax funds shall be effective and thereby give rise to a contractual relationship with the County for purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of the Surtax funding on the contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms award of the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final. Notwithstanding the other provisions of Section 1.30, award of an allocation for services in support of the CITT's oversight which does not exceed \$1000 will not require Commission or CITT approval and may be awarded by the Executive Director of the OCITT

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

2.1 PURPOSE

The purpose of this solicitation is to establish a competitive pricing schedule for multifunctional devices and pre-qualify vendors for future pricing competition. This initial solicitation provides for the submission of documents and forms intended to verify that the bidders meet or exceed the minimum criteria set forth in Section 2.6 of this solicitation and the submission of pricing for multifunctional devices. All bidders which meet or exceed the criteria established in this solicitation shall be placed on a Pre-Qualification List that may be accessed by County departments in order to obtain price quotations for the purchase, lease or rental of multifunctional devices, maintenance, and solutions.

2.2 SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS \$50,000 AND LESS (Bid Preference)

A bid preference for Micro Business Enterprise (Micro/SBE) applies to this solicitation.

A 10% bid preference shall apply to contracts less than \$50,000. A Micro/SBE Business Enterprise must be certified by the Department of Business Development (DBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The Micro/SBE Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

SMALL BUSINESS CONTRACT MEASURES FOR SOLICITATIONS GREATER THAN \$50,000 (Bid Preference)

A Small Business Enterprise (SBE) bid preference applies to this solicitation.

A 10% percent bid preference shall apply to contracts \$1 million or less and 5% percent on contracts greater than \$1 million. A SBE/Micro Business Enterprise must be certified by the Small Business Development (SBD) for the type of goods and/or services the Enterprise provides in accordance with the applicable Commodity Code(s) for this solicitation. For certification information, contact the Department of Business Development at 305-375-3111 or access www.miamidade.gov/dbd.

The SBE/Micro Business Enterprise must be certified by bid submission deadline, at contract award and for the duration of the contract to remain eligible for the preference.

2.3 PRE-BID CONFERENCE

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

2.4 TERM OF CONTRACT: FIXED PERIOD TEN (10) YEARS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management (DPM); and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for ten (10) years.

2.5 OPTION TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD USING PRE-QUALIFICATION AND SUBSEQUENT SPOT MARKET PROCEDURES

Award of this contract will be made to the responsive, responsible bidders who meet the prequalification criteria set forth in this solicitation. Bidders must meet the following minimum qualifications, (a) through (e), for consideration of award.

- a) Bidder must be Original Equipment Manufacturer (OEM) or provide a copy of the certificate or letter, from OEM, authorizing the bidder to sell the OEM's line of copying, printing, scanning, and faxing equipment and maintain said equipment.
- b) Bidder shall provide three (3) current references of its existing customers who have purchased the products and services defined in this solicitation within the last three (3) years. The references must include the firm's name, and the name, title, address, and telephone number of a contact person who can verify that the bidders have successfully provided the goods and services. Page 31 (b).
- c) Bidder shall provide a fax number and an e-mail address where a representative of the bidder can be contacted, Monday thru Friday from 8:00 a.m. to 5:00 p.m. for quotations. Page 32 (c)
- d) Bidder shall provide examples of tracking report(s) specifying, at a minimum but not limited to, number of machines placed and location, type of procurement (lease or purchase), and meter count per machine placed. The providing of the report(s) shall demonstrate the bidder's ability to generate such report(s) for the County. Page 32.

Bidders who meet the minimum qualifications (a) through (d) shall then be deemed pre-qualified and invited to submit pricing to determine the lowest cost per class of device for lease, or purchase; establishing an Annual Fixed Price Schedule and invited to participate in subsequent Spot Market Purchases (SMP) as required by the County on either an as-needed or on a periodic basis. Meeting the minimum criteria and being deemed pre-qualified does not guarantee the bidder award of the

SECTION 2
SPECIAL CONDITIONS

2.6.1 Annual Fixed Price Schedule

Pre-qualified bidders are invited to submit pricing to determine the lowest cost per class of black & white and color devices for lease, or purchase; establishing an annual fixed pricing schedule.

Award will be made to three (3) responsive, responsible pre-qualified bidders whose offer to the County represents the lowest cost per class, to purchase as primary, secondary, and tertiary.

Award will be made to three (3) responsive, responsible pre-qualified bidders whose offer to the County represents the lowest cost per class, to lease devices as primary, secondary, and tertiary for terms of 24, 48, and /or 60 months.

A weighted average of all lease costs submitted will be used to determine the lowest cost per class for the lease of devices. The weights are assigned as follows:

- 24 month lease 20%,
- 36 month lease 40%,
- 60 month lease 40%.

The three (3) responsive, responsible pre-qualified bidders, whose weighted average is the lowest cost, will be awarded the leases for that class.

EXAMPLE OF EVALUATION CALCULATIONS FOR THE WEIGHTED AVERAGE OF LEASE COSTS:

Price Proposal				
Proposed Class 1 – B&W Machine				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Purchase Price /Monthly Lease Payment (4)	\$ 3,855.00(A)	\$275(B)	\$230(C)	\$200(D)
Weighted Percentage		20%	40%	40%
Weighted Results		\$55.00 (E)	\$92.00(F)	\$80.00(G)
Weighted Average Cost for Leasing (E+F+G)		\$227.00(H)		

All bidders shall demonstrate their proposed costs in Section 4. Figures provided in Section 4 shall be used to arrive at the lowest cost per class (purchase and lease) The figures provided in Section 4 shall be based on the County’s estimated quantity of 1,500 copiers County wide either currently leased or owned. If the vendor fails to provide any of the information requested in Section 4, its overall offer may be rejected.

While the award will be made to multiple vendors by class to assure availability, the County intends to use the lowest priced vendor to meet its requirements or to use other sources as appropriate and in the County’s best interest. Award to multiple vendors is made for the

SECTION 2
SPECIAL CONDITIONS

convenience of the County and does not exempt the primary vendor from fulfilling its contractual obligations. Failure to perform as noted may result in the vendor being deemed in breach of contract. The County may terminate the contract and financial obligation for default and charge the vendor re-procurement costs, if applicable.

The prices listed in this schedule shall be updated every year as specified in Section 2.7 of this solicitation.

The County reserves the right to solicit pricing at any point in time during the life of the contract for solutions based approach and/or based strictly on pricing of devices.

2.6.2 Spot Market Purchases (SMP)

When Spot Market Purchases (SMP) are initiated, the pre-qualified vendors shall be invited to provide quote(s), through a Request for Quotation (RFQ), and/or Work Order Proposal Request (WOPR) for the requirements and needs set forth by the requesting department or DPM. Spot market pricing procedures may be initiated by either a County department or by DPM. The vendor then meeting the requirements of the SMP shall be awarded the specified purchase, period, and/or solution.

The quotation procedures specific to this contract are as follows:

As the need arises, the County will invite all Pre-qualified vendors to participate in Spot Market Purchases of multifunctional devices, maintenance, and/or solutions. The SMP will provide the specifications, response requirements, and instructions for submitting responses. Upon the issuance of a written SMP by the County, Section 2-11.1(t) of the County Code (Cone of Silence) applies to the process. Each quote will be evaluated to determine if the proposal is responsive to the submission requirements outlined in the SMP. SMP awards will be made competitively, generally based on quality, price, and/or best value. SMP's will have a bid submittal due date and time. The County reserves the right to negotiate each SMP award or may award a SMP on the basis of initial offers received. If the County and the recommended bidder cannot negotiate a successful agreement, the County may terminate negotiations and begin negotiations with another recommended bidder. The County reserves the right to establish an alternate, streamlined method for awarding SMPs including Expedited Purchasing Program (EPP) and/or a reverse auction.

The award to one vendor does not preclude any pre-qualified vendor from submitting spot market offers for other proposed purchases or during the annual spot market competition.

It shall be the sole prerogative of the County as to the number of vendors who will be initially included under this contract. During the term of this contract, the County reserves the right to add or delete vendors as it deems necessary in its best interests. If the County elects to add vendors, they must meet the same minimum qualifications established for the original competition.

SECTION 2
SPECIAL CONDITIONS

After the initial opening of the Invitation to Bid (time and date shown on the front page of this document) submittals to be added to the pre-qualified list, must be mailed to:

Department of Procurement Management
111 N.W. First Street, Suite 1300
Miami, Fl. 33128-1974
Attn: Leonard Gonzalez

2.7 PRICES

The prices proposed by the vendor(s) for any subsequent SMP and Annual Fixed Price Schedule shall remain fixed and firm for no less than one year after the commencement of the contract unless otherwise specified in the SMP. All pre-qualified vendors will be invited, on an annual basis, to submit pricing on the Annual Fixed Price Schedule. Award for the next year will be made to the three responsive and responsible vendors whose offer represents the lowest price per class.

Vendors agree to guarantee that the County is receiving the lowest price offered by the vendor to other customers for similar services at comparable volumes. If at any time during the contract period the vendor offers a lower price to another customer, similar prices must be extended to the County. If a notification is not made of said price reductions, upon discovery, the County shall reserve the right to take any or all of the following actions:

- a) Cancel the Contract, if it is currently in effect
- b) Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.

Prices offered by the vendor shall include at a minimum the following:

- a) delivery of equipment
- b) installation of equipment
- c) accessories (specified in the SMP)
- d) software (specified in the SMP)
- e) connection to the network,
- f) removal of all waste material,
- g) initial training
- h) equipment moves from one County location to another.
- i) equipment trade-ins (if applicable)
- j) equipment removal costs

Installation shall include: configuration of the equipment for the proper network protocols, and installation of the appropriate print drivers. The Vendors shall work with the County' Enterprise Technology Services Department (ETSD) for all network installation.

Vendors shall offer the following financial vehicles, as defined within the resulting Contract at the following terms:

SECTION 2
SPECIAL CONDITIONS

Financial Vehicle	Standard Terms Offered
Fair Market Lease	24, 48, 60 Months
Operational Lease	24, 48, 60 Months
Non-Cancelable Rentals	24, 48, 60 Months
Capital Lease	24, 48, 60 Months
Cancelable Rentals	24, 48, 60 Months
Short Term Rentals	Up to 24 months
Straight Purchase	One-Time

Short-Term Rentals of new equipment may be put in place at the County’s option. The County will solicit rental pricing through spot market completion. Extensions may be granted by the County for periods up to six months and must be requested in writing thirty (30) days prior to expiration of term. All rentals may be canceled upon 30 days written notice to the Vendors at any point during the rental term. Upon receipt of such notice the vendor shall not incur any additional cost under this contract. The County will be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of “reasonable costs.”

All leases may be bought out or returned to the vendors as specified at the time of the SMP. No termination charges shall be applicable for the termination of leases in the case of non-appropriations of funds or termination and suspension as specified in section 2, paragraph 2.26 and 2.27.

The Vendors may offer the County an upgrade/downgrade option. Such upgrade/downgrade options must afford the County the option of upgrading or downgrading up to five (5) machines per lease or rental without penalty or increase. The vendor shall, at the time of SMP, specify; at what point(s) within a lease or rental this option would be available.

All accessories and software must be coterminous with the equipment term (i.e. if the accessory or software is related to or attached to a particular machine, the term must end with the original asset’s term). In the case of a purchase, accessories may be added at a later date. Whenever possible the SMP process shall be used to purchase the accessories unless there is an incompatibility issue that requires for the accessories to be of the same make.

The Vendor shall be authorized to provide the awarded equipment, maintenance, and/or services at the time of receipt of a Purchase Order (PO) form the issuing County Department and/or the Department of Procurement Management. Vendors are strongly urged to verify that funding for the equipment, maintenance, and/or services to be provide has been approved for the term of the lease, service, and/or maintenance agreements. Vendors can verify funding by submitting an e-mail request to the contact person listed on page 1 of this solicitation. The County will not be responsible for any additions of equipment or services where funding was not approved prior to the placement of the equipment or commencement of services.

2.8 EXAMINATION OF COUNTY FACILITIES AND INSPECTION OF COUNTY EQUIPMENT

Intentionally Omitted

SECTION 2
SPECIAL CONDITIONS

2.9 EQUAL PRODUCT

Intentionally Omitted

2.10 LIQUIDATED DAMAGES

As specified in Appendix B “Service Level Agreement”

2.11 INDEMNIFICATION AND INSURANCE

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys’ fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney’s fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Bids and contracts Division, 111 NW 1st Street, Suite 1300, Miami, Florida 33128-1989, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- a) Workmen’s Compensation Insurance for all employees of the vendor as required by Florida Statute 440.
- b) Public Liability Insurance in an amount not less than \$500,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than *\$500,000 combined single limit per occurrence for bodily injury and property damage.

***Under no circumstances are these contractors permitted on the A.O.A. side without increasing automobile coverage to \$5,000,000.**

SECTION 2
SPECIAL CONDITIONS

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than “B” as to management, and no less than “Class V” as to financial strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division

or

The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida” issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

**NOTE: DADE COUNTY BID NUMBER AND TITLE OF BID MUST APPEAR
 ON EACH CERTIFICATE.**

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
 111 NW 1ST STREET
 SUITE 2340
 MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Invitation To Bid, the Bidder shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Bidder fails to submit the required insurance documents in the manner prescribed in this Invitation To Bid within twenty (20) calendar days after Board of Commission approval, the Bidder shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the Bidder may be prohibited from submitting future Proposal to the County in accordance with Section 1.6 of the General Terms and Conditions.

The Bidder shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the Bidder in accordance with Section 2.5 of the Special Conditions. If insurance certificates are scheduled to expire during the contractual period, the Bidder shall be responsible for submitting new or renewed insurance certificates to the County at

SECTION 2
SPECIAL CONDITIONS

a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the Invitation To Bid; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the Bidder in accordance with Section 1.0, paragraph 1.10B of the General Terms and Conditions.

2.12 BID GUARANTY
Intentionally Omitted

2.13 PERFORMANCE BOND
Intentionally Omitted

2.14 CERTIFICATIONS

All vendors must hold certification and/or authorization, throughout the term of the contract, from the Original Equipment Manufacturer (OEM) to sell the OEM's line of products and provide services and/or maintenance support.

2.15 METHOD OF PAYMENT: MONTHLY INVOICES

The vendor(s) shall submit monthly invoices by the tenth (10th) calendar day of each month. These invoices shall be submitted to the County user department(s) that issued a purchase order.

All invoices shall contain the following basic information or as specified by the SMP:

- a) Vendor Information:
 - i) The name of the business organization as specified on the contract between Miami-Dade County and vendor
 - ii) Date of invoice
 - iii) Invoice number
 - iv) Vendor's Federal Identification Number on file with Miami-Dade County

- b) County Information:
 - i) Miami-Dade County Release Purchase Order or Small Purchase Order Number

- c) Pricing Information:
 - i) Monthly maintenance base payment (on purchased copiers)
 - ii) Monthly lease base payment
 - iii) Beginning and ending meter dates

SECTION 2
SPECIAL CONDITIONS

- iv) Beginning and ending meter reads
- v) Extended total price of the goods, services or property
- vi) Applicable discounts

- d) Goods or Services Provided per Contract:
 - i) Description
 - ii) Quantity

- e) Delivery Information:
 - i) Delivery terms set forth within the Miami-Dade County Release Purchase Order
 - ii) Location and date of delivery of goods, services or property

- f) Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment. See Section 2.7.

2.16 SHIPPING TERMS

All shipping and delivery charges shall be included in submitted pricing and based on F.O.B. Destination. Vendors shall hold title to the goods until such time as they are delivered to, and accepted by, an authorized County representative.

2.17 DELIVERY AND REMOVAL OF EQUIPMENT

Unless otherwise specified in the SMP, the vendor shall deliver the equipment required in conjunction with this contract within twenty (20) calendar days after the date that the order is placed by the County's authorized representative.

2.18 BACK ORDER ALLOWANCE

If the vendor cannot deliver an ordered item in accordance with the scheduled delivery date due to a current existing backorder of that item with the vendor's manufacturer or distributor; the vendor shall insure that such back orders are filled within fifteen (15) calendar days from the initial scheduled delivery date for the item, unless specified in the SMP. The vendor shall not invoice the County for back ordered items until such back orders are delivered and accepted by the County's authorized representative. It is understood and agreed that the County may at its discretion either verbally or in writing, cancel back orders after the grace period identified in this paragraph has lapsed, seek the items from another vendor, and charge the incumbent vendor under this contract for any directly associated re-procurement costs. If the vendor fails to honor these re-procurement costs, the County may terminate the contract for default.

SECTION 2
SPECIAL CONDITIONS

2.19 WARRANTY REQUIREMENTS

The vendor hereby acknowledges and agrees that all equipment supplied in conjunction with this solicitation shall be warranted free of defects in material and workmanship, at a minimum, for a period of ninety (90) days after delivery and acceptance to the County or as otherwise specified in the SMP. If defects are identified, the vendors agree to repair or replace defective parts on a like-for-like basis without additional cost to the County. Any and all items failing during the warranty period will be replaced within twenty-four (24) hours from the identification of the defective part, free of charge. Service charges for any agreed upon terms (purchase or lease) shall not commence until the end of the ninety (90) day warranty.

2.20 CONTACT PERSONS

For any additional information regarding the terms and conditions of this solicitation and resultant contract, Contact: Leonard Gonzalez, at (305) 375-1441 e-mail legonza@miamidade.gov.

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendors providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendors participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The vendors must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendors participation in this joint purchase portion of the UAP, however, is voluntary. The vendors shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

SECTION 2
SPECIAL CONDITIONS

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendors shall be entitled to ship goods on an “FOB Destination, Prepaid and Charged Back” basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendors for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendors and shall be paid by the ordering entity less the 2% UAP.

Vendors Compliance

If a vendors fails to comply with this section, that vendors may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract

2.22 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a “Cone of Silence” is imposed upon each SMP after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding SMPs between, among others:

- a) potential Proposer, service providers, lobbyists or consultants **and** the County’s professional staff including, but not limited to, the County Manager and the County Manager’s staff, the Mayor, County Commissioners or their respective staffs;
- b) the Mayor, County Commissioners or their respective staffs **and** the County’s professional staff including, but not limited to, the County Manager and the County Manager’s staff; or
- c) potential Proposer, service providers, lobbyists or consultants, any member of the County’s professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- d) oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- e) oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or

SECTION 2
SPECIAL CONDITIONS

- f) communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or SMP documents.

When the Cone of Silence is in effect, all potential vendors, service providers, vendors, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or SMP with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing (if County deems a response necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

2.23 DEFINITIONS:

In addition to definitions in Section 1, General Terms and Conditions; the following words and expressions used in this Solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The word “**Contractor**” to mean the Proposer that receives any award of a contract from the County as a result of this Solicitation
- b) The words “**Scope of Services**” to mean Section 3.0 of this Solicitation and the scope defined in the SMP, which details the work to be performed by the Contractor.
- c) The word “**Subcontractor**” to mean any person, firm, entity or organization , other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the County, whether directly or indirectly, on behalf of the Contractor.
- d) The words “**Work**”, “**Services**”, “**Program**”, or “**Project**” to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this Solicitation.
- e) The words “**Work Order**” and “**Work Order Proposal Request**” to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.
- f) The words “**Multifunctional Digital Devices**” (**MDD**) to mean a device that, by original design, may perform the following functions: Print, Copy, Scan and Fax. The Devices may also be referred to as Multifunctional Copier (MFC) or Multifunctional Printer (MFP).
- g) The word “**Accessory**” to mean any item that may be added to the base device.
- h) The words “**Maintenance, Service, and Support**” to mean providing of all consumable supplies (except paper), prescheduled maintenance services, repair services, supplying of parts and replacement services, maintaining inventory of applicable supplies, and customer support via phone, e-mail, or on-site for all devices and or software for the term of this contract, lease agreement and/or maintenance agreement.
- i) The word “**Solutions**” to mean the placement of devices and or software tailored to the department’s specific needs with the goal of providing best value and optimum efficiency. Solutions typically entail the Contractor to perform a study and assessment of the department’s processes and requirements for Multifunctional Digital devices.

SECTION 2
SPECIAL CONDITIONS

- j) The words “**Authorized Dealer**” (hereafter referred to as “dealer”) to mean a manufacturer’s authorized sales and service center that must be certified by the manufacturer to sell the manufacturer’s products, perform machine installation and maintenance on machines offered by the manufacturer at the time of bid.
- k) The words “**Equipment Downtime**” to mean the period of time a piece of equipment cannot be utilized and is waiting for service to be completed. This time starts with the original service call into the dealer or manufacturer and ends once all repairs, part installations, equipment modifications and equipment configuration changes have been completed and the equipment functions in accordance with manufacturer published specifications. **The period of time shall not exceed more than one and a half (1-1/2) hours, or 3%, during a forty (40) hour work week.**
- l) The word “**Uptime**” to mean the period of time a piece of equipment is available for use and can be utilized. **The period of time shall be thirty-eight and a half (38-1/2) hours, or 97%, during a forty (40) hour work week.**
- m) The words “**First Time Fix**” to mean the measurement of a successful service and technical support call. First Time Fix is defined by the dealer’s or manufacturer’s ability to remedy the underlying issue on the first service call. The words “First Time Fix” also mean that no other service calls shall be placed for the same issue within a 90 day period of time of the first occurrence.
- n) The word “**Manufacturer**” to mean a company that, as its primary business function: designs, assembles, owns the trademark/patent and markets multifunction device equipment. The manufacturer's original OEM name shall appear on the equipment from the original point of manufacture, even if private labeled by a third party.
- o) The words “**Newly Manufactured**”, “**New**” to mean units that have not been previously used and are currently being marketed by the manufacturer. – *Buyers Laboratory Inc., 2003 Multifunction Specification Guide*. Newly manufactured machines consist of all new parts with no used parts or components and the marking engine must be new and not used or remanufactured. Newly manufactured equipment has never been under lease or placed as a demonstration or test machine, since original manufacture.
- p) The word “**Remanufactured**” to mean the process of disassembling products known to be worn, defective or discarded that can be reused or brought up to OEM specification by: cleaning, repairing or replacing in a manufacturing environment and; then reassembled to sound working condition, and tested. The remanufactured product is ready for a second life, performing as new.

A product is considered remanufactured if:

- i) Its primary components come from a used product.
- ii) The used product is dismantled to the extent necessary to determine the condition of its components.
- iii) The used product's components are thoroughly cleaned and made free from rust and corrosion.
- iv) All missing, defective, broken or substantially worn parts are either restored to sound, functionally good condition, or they are replaced with new or remanufactured parts.
- v) The product is in sound working condition from machining, rewinding, refinishing or other operations that are performed as necessary.

SECTION 2
SPECIAL CONDITIONS

- vi) The product is reassembled, tested, and a determination is made that it will operate like a new product.
- q) The word “**Refurbished**” to mean a product which receives major maintenance (and/or minor repair) including the replacement of all normal parts subject to wear during the normal course of use.
- r) The words “**Service Call**” to mean an on-site visit, by a technician, due to machine error or breakdown requiring the on-site services of an authorized service technician to remedy the error.
- s) The words “**Service Response Time**” to mean the time required to solve a service call beginning from the time the call is logged with the vendor until either an authorized service technician arrives on site or the issue is resolved through the pre-qualified vendor’s phone support.
- t) The word “**Spot Market Purchase**” (SMP) to mean the invitation of pre-qualified vendors to provide quote(s), through a Request for Quotation (RFQ), and/or Work Order Proposal Request (WOPR) for the requirements and needs set forth by the requesting department or DPM.
- u) The words “**Annual Fixed Price Schedule**” to mean the annual invitation of pre-qualified vendors to submit pricing for the lease or purchase of black & white and color devices.

2.24 SURVIVABILITY

Leases established under this contract for equipment, software, and/or services shall survive the Contract itself. The leases will continue to receive ongoing service and support from the vendors at the agreed upon rate through the term of the lease. The Contract terms and conditions will survive through the final term of the lease and any subsequent renewals and extensions.

Purchased equipment and software will receive ongoing service and support from the vendors at established the rate or as specified in the SMP, until the expiration of the service and support agreement. Upon the Contract termination, the County and vendors may agree to further extend the service and support agreement.

2.25 END OF TERM NOTIFICATION

Vendors shall notify the County, in writing, one hundred and eighty (180) days prior to the end of any financing term (leases, rentals, and maintenance). Vendors shall inform the County of the options available to them as provided for in any resulting commitment.

2.26 TERMINATION FOR NON-APPROPRIATION

The continuation of any financial obligation beyond the current fiscal year is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the local source, State Legislature and/or federal sources. The County may terminate any financial obligation, and the vendors waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the County’s funding from local, State and/or federal sources is not appropriated, withdrawn or limited.

SECTION 2
SPECIAL CONDITIONS

2.27 TERMINATION AND SUSPENSION

The County may, in its sole discretion, cancel or terminate any financial obligation, and the vendors waive any and all claim(s) for damages, when the Contractor is found to be in "Non-Performance". A Non-Performance is an apparent inability of fulfilling the terms and conditions of a contract. The Contractor shall have the opportunity to cure the Non-Performance on a case by case basis. Cases for Non-Performance are listed below, but not limited to:

- a) The Contractor's inability to meet the performance standards set forth in this contract and the Contractor's failure to cure the fulfillment of the performance standards.
- b) An individual or corporation or other entity attempting to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- c) As a further sanction, the County may terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- d) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may, in its sole discretion, with cause, terminate any financial obligation by written notice to the Contractor and in such event:

- e) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services:

SECTION 2
SPECIAL CONDITIONS

- v. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the payment Articles, herein, for the:
 - i. portion of the Services completed in accordance with the Agreement and the SMP up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and SMP and has been specifically developed for the sole purpose of this Agreement SMP but not incorporated in the Services.

All compensation pursuant to this Article are subject to audit

2.28 EXPEDITED PURCHASING PROGRAM

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The County Manager's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

2.29 REVERSE AUCTION

The purpose of the reverse auction is to award the purchase or lease of multifunctional devices in conjunction with the needs of Miami Dade County on an as needed when needed basis. This is an online process that allows vendors to bid for an opportunity to provide a service or commodity to the County. The County, at its sole discretion, may opt to use the reverse auction as an alternate to the SMP. The terms under which reverse auctions are held will be provided at the time of the SMP.

2.30 VENDOR REPORTS

Bidder shall provide tracking report(s) specifying, at a minimum but not limited to:

- a) Date & Time of call

SECTION 2
SPECIAL CONDITIONS

- b) Reason for call
- c) Date & Time call is closed (resolved)
- d) List of all equipment installed by location
- e) Type of procurement (lease or purchase)
- f) Installation date
- g) Make
- h) Model No.
- i) Serial No.
- j) ID No.
- k) Start & end meter dates
- l) Meter counts on a monthly and/or quarterly basis
 - m) Class and bid volume for class
 - n) No. of services calls
 - o) type of procurement (lease or purchase)

The County reserves the right to request additional information and/or reports.

2.31 SPECIAL SECURITY REQUIREMENTS AT THE SEAPORT DEPARTMENT

Miami-Dade County Seaport Department (Port of Miami) operates under strict security regulations. These regulations involve the issuance of special identification (ID) cards after performing complete police background checks of individuals who are employed, hired or who are required to enter the restricted areas of the Port of Miami frequently (more than 5 times within a 90-day period). These ID cards are required for access and are issued by the Seaport Department at the current cost of \$60.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at the Port of Miami restricted areas. For more information concerning ID cards, you may contact the port of Miami ID Office at (305) 347-4955.

2.32 SPECIAL SECURITY REQUIREMENTS AT WATER AND SEWER DEPARTMENT

Miami-Dade Water and Sewer Department (MDWASD) operates under strict security regulations. These regulations involve the issuance of identification (ID) cards after performing Criminal History Back Ground Checks of all non-MDWASD employees who are required to enter an MDWASD site frequently (more than 5 days in a 90 day period). These ID cards are required for access and are issued by MDWASD at the current cost of \$60.00 per applicant per year. Therefore, the Contractor shall obtain and pay for ID cards for each of his/her employees and/or agents who will be frequently visiting or performing services at MDWASD sites. For more information concerning MDWASD ID cards, contact the Security Section of WASD at (786) 552-8711.

2.33 SPECIAL SECURITY REQUIREMENTS AT THE AVIATION DEPARTMENT

Miami-Dade Aviation Department (MDAD) operates under strict security regulations. The Contractor must follow all security procedures required of workers at Miami International

SECTION 2
SPECIAL CONDITIONS

Airport. This will include security checks and passes for all employees, a special driving course for those who operate a vehicle on the aircraft operating area (AOA), additional badges to work within the US Customs service area and may include bonding for a Customs I.D. For Customs ID, call 305-526-2638 for information and pick-up forms package at Concourse B, lower level, Monday-Friday, Noon until 3:00 p.m. For Miami Dade Aviation Department ID, call 305-876-7418 for appointment and to pick-up package. The selected Proposer is responsible for all costs incurred in obtaining security badges. Security clearance must be obtained prior to the start of any contract issued as a result of this solicitation.

2.34 SPECIAL SECURITY REQUIREMENTS AT THE TRANSIT DEPARTMENT

It is a requirement that all contractor employees must obtain the MDT contractor, photographic identification badge prior to being granted access to MDT property. Additionally, each contractor employee must complete and successfully pass a criminal finger print background check and background investigation performed by the Miami-Dade Police Department.

Changes/revisions and details of the security requirements at the Sea Port, WASD, MDAD, Transit and/or other County departments will be notified through an addendum or in the SMP process

2.35 ENVIRONMENTAL/SUSTAINABILITY REQUIREMENTS

Miami-Dade County has adopted an affirmative procurement program requiring the use of waste reducing, recycled and recyclable products by County departments. The use of such products will reduce the quantity and toxicity of waste generated within the County, and will increase the overall demand for recycled and recyclable products.

This contract is in compliance with the County's recycling policy by minimizing the volume of items which are discarded and extending their useful life through proper maintenance, repair and restoration.

All vendors shall meet the following environmental requirements:

a) Energy Star Compliance:

All Equipment must be Energy Star compliant – (standard size) or (large format).

b) End of Life:

Management of Equipment at end of life will be the responsibility of the Contractor. The end-of-life management program included in Respondent's Response must include the following:

- i. A historic commitment to end-of-life management of Equipment after consumer use
- ii. Parts reuse and materials recycling systems
- iii. A packaging return system
- iv. An equipment take-back program

SECTION 2
SPECIAL CONDITIONS

c) Emissions Standards:

All Equipment shall meet, at a minimum, the following emissions standards:

- i. Devices do not emit ozone in excess of 0.02 mg/m³
- ii. Devices do not emit dust in excess of 0.25 mg/m³
- iii. Devices do not emit styrene in excess of 0.11 mg/m³

d) Environmental Performance Commitments and Past Record:

Contractors must demonstrate strong environmental performance records and operate responsibly socially and economically by providing a description of the following:

- i. Contractor's environmental performance plan and goals, including an existing pollution prevention plan and environmental justice policy; and
- ii. Manufacturer's ISO 14001 certification or other environmental management systems or processes currently adopted and in operation.

e) Recycled Content Paper:

All machines are required to operate satisfactorily using Recycled Content Paper see Section 2.36.

Vendors are encouraged to inform the County of any and all recycling programs the vendor may offer the County.

2.36 PAPER SPECIFICATIONS

All new proposed equipment shall be compatible with using recycled paper, up to and including 100% Post Consumer Waste (PCW) paper. Service personnel may not fault the use of recycled paper for equipment failures, as long as the recycled paper in use meets the standard paper specifications (e.g., multi-purpose, copy, or laser paper) and is stored and handles as per manufacturer's specifications. Additionally, all proposed equipment shall be guaranteed by the manufacturer to accomplish 100% duplexing with recycled paper.

Vendors shall guarantee that all of their equipment is able to use the 100% PCW recycled content paper and is able to accomplish 100% duplexing with recycled paper, without maintenance problems. The County has the right to update these specifications as the industry changes or at the time of issuing the SMP.

2.37 OWNED AND LEASED EQUIPMENT

The County will consider lease buy-outs and trade-ins of owned equipment prior to issuing a purchase order or at the time of the SMP.

SECTION 3
TECHNICAL SPECIFICATION

3.0 SCOPE

The purpose of this ITB is to establish a competitive pricing schedule for multifunctional devices and pre-qualify bidders for future pricing competition to provide Miami-Dade County with Multifunctional Devices, Maintenance and Support, and Solutions Based Placement, as may be required.

3.1 SPECIFICATIONS

Copier classes are listed below:

BLACK AND WHITE		COLOR	
CLASS*	PPM*	CLASS*	PPM*
1	Up to 20 ppm	1c	16 to 25 ppm
2	21 to 30 ppm	2c	26 to 36 ppm
3	31 to 40 ppm	3c	37 to 46 ppm
4	41 to 49 ppm	4c	47 to 46 ppm
5	50 to 59 ppm	5c	56 + ppm
6	60 to 69 ppm		
7	70 to 79 ppm		
8	80 to 89 ppm		
9	90 to 99 ppm		

** Class and Page Per Minute (ppm) ranges are from Buyers Laboratory, Inc's 2009 Buying Guide*

3.1.1 MAINTENANCE AND SUPPORT (As defined in Section 2.23h)

- a. Maintenance and repair on any existing County owned copying, printing, and/or scanning device.
- b. Maintenance and repair on any County leased or rented copying, printing, and/or scanning device at any time of the financial term.
- c. Other related services not listed that may be required by the County at the time of the SMP.
- d. Adherence of the Service Level Agreement (SLA) as specified in Appendix B

3.1.2 SOLUTIONS BASED PLACEMENT

- a. Solutions Based Placement may consist of the printing, copying and scanning processes of a department's needs.
- b. Placement of devices/software to support the solution or a department's immediate need, to include but not limited to :

SECTION 3
TECHNICAL SPECIFICATION

- Multifunctional Copiers/Printers (MFC/MFP)
 - Basic Copiers
 - Printers – Work Group and Desktop
 - Facsimiles
 - Scanners
 - Tracking software
 - Print Management Software
 - Other related products or services
- c. Documented studies comparing the departments' processes to the proposed solution and the gained efficiencies and cost savings.
- d. Documented analysis of the departments Return of Investment (ROI) for the proposed solution.
- e. Other products and services not listed in the Section 3.0 that may be required by the County and is related equipment and service that the affects efficiency and mitigates costs.

3.1.3 UNFORESEEN RELATED PLACEMENT

A proposed solution, at the time of the SMP, for other products and services not listed in the Section 3.0 that may be required by the County and is related in equipment and service

3.1.4 ADDITIONALLY OFFERED EQUIPMENT AND SOFTWARE

Vendors may offer additional equipment and software not specified in Section 4 or the SMP so long as the equipment meets or exceeds the specified requirements. Any such additional equipment offering will be subject to review and acceptance by the County.

3.1.5 EQUIPMENT INSPECTION/TESTING/ACCEPTANCE

Inspections, tests, measurements, or other acts or functions performed by the County shall in no manner be construed as relieving the vendors from full compliance with equipment functionality. At a minimum, an installed device must demonstrate the capability of providing the functions and services specified in the manufacturer's published literature.

No contract term for service, supplies, lease payments or rental payments may begin prior to successful delivery, installation and acceptance of the ordered equipment, products and/or services by the County. As such, no valid invoice may be issued by the vendors prior to the acceptance by the County.

3.1.6 TRIAL OR DEMONSTRATION EQUIPMENT

The County may require trials & demonstrations prior to any lease, rental and/or purchase. Any trial or demonstration period may not exceed 30 calendar days and such equipment may be used, remanufactured or reconditioned. Additionally, no trial or

SECTION 3
TECHNICAL SPECIFICATION

demonstration equipment may be converted to a lease, rental or purchase. When authorized by the County, the trial or demonstration may be converted to a lease, rental or purchase so long as the equipment was new, as defined within this in Section 2.

3.1.7 INSTALLATION AND ENVIRONMENTAL REQUIREMENTS

Vendors shall advise the County of any and all specialized installation and environmental site requirements for the delivery and installation of equipment and/or software. This information should include, but is not limited to the following:

- a. Cooling Requirements;
- b. Electrical requirements;
- c. Special grounding;
- d. Cabling requirements;
- e. Space requirements;
- f. Humidity and temperature limits,
- g. Any other considerations critical to the installation.

3.1.9 AVAILABILITY OF REPAIR PARTS

Vendors shall guarantee the availability of repair parts, which may include, but limited to replacement parts throughout the term of the contract and leases. All branded equipment components, spare parts, application software, and ancillary equipment purchased and supplied under any resulting contract must conform to manufacturer specifications. The vendor is responsible for ensuring that these items are operable and installed in accordance with manufacturer's specifications.

3.1.10 ON-GOING POINT OF CONTACT

Vendors shall provide a single point of contact for all issues and questions regarding the equipment and services provided including but not limited to: Pricing, Equipment Additions/Moves, Contract Issues and Service Escalation Issues.

3.1.11 MAINTENANCE SUPPORT

Vendors shall offer maintenance, support services and supply agreements for all equipment placed under this solicitation, as well as offer maintenance, support services and supply agreements for any County owned equipment. The term of these maintenance agreements may not extend beyond the initial term of any lease used to place the equipment. For example, if a device is placed on a 60 month lease, a maintenance agreement may not extend beyond the 60 month term of the lease. In the case of a purchase, the subsequent maintenance agreement may not extend beyond 60 months. Service charges for any agreed upon terms (purchase or lease) shall not commence until the end of the ninety (90) day warranty. (As specified in Section 2.19).

SECTION 3
TECHNICAL SPECIFICATION

The County, at its sole discretion, reserves the right to terminate any maintenance agreements at any time, so long as the vendor is notified in writing, no less than thirty (30) days prior to termination. There shall be no early termination charges from the vendor for the termination of a maintenance agreement.

3.1.12 SERVICE, HOURS AND SUBMISSION METHODS

Vendors shall perform full service support for all proposed equipment during normal business hours (Working Days, M-F 8:00 a.m. – 5:00 p.m.) within the pricing proposed.

- i) Vendors may offer optional additional coverage periods for the servicing of equipment outside of normal business hours (Working Days, M-F 8:00 a.m. – 5:00 p.m.) and may charge an additional monthly base charge for such coverage. All additional charges for calls outside of normal business hours be quoted at the time of the SMP and mutually agreed between the vendors and the County.
- ii) Service Requests - vendors shall provide a toll free number, local number, fax number, e-mail, internet and any electronic automated method for the County to place service calls during normal business hours (Working Days, 8:00 a.m. – 5:00 p.m.) and any additional coverage period.
- iii) Electronic Meter Readings – vendors shall provide an electronic method for providing periodic meter readings. These electronic methods may include online submission and/or automated electronic submission to be performed by the equipment in place via an available network connection if approved by the County. The County shall be provided access to view the reported meter readings.

3.1.13 SERVICE LEVEL AGREEMENT (SLA)

All vendors providing goods and services to the County under this solicitation and resultant contract shall adhere to the performance levels specified in the service level agreement of this contract. The vendor may be assessed penalties for failure to meet the performance levels. The vendor's performance will be measured by using quarterly reports provided by the vendor as well as the performance logs kept by the departments. **A copy of the SLA is included in Appendix B.**

3.1.14 SERVICE PARTS

Vendors shall use all OEM parts. Used parts will not be accepted within this ITB except as an emergency repair to maintain uptime or unless otherwise specified in the SMP.

3.1.15 SERVICE, TIMELINESS OF SERVICE

Vendors shall acknowledge service calls via phone, on-site service call or e-mail within one hour of the placement of a service call

SECTION 3
TECHNICAL SPECIFICATION

Vendors shall maintain a response time (call back acknowledgement) of no more than one (1) hour. After receipt of service call by the County, the vendor shall have a technician on-site no more than four (4) hours from initial service call by the County (8:00 a.m. through 5:00 p.m. on Working Days).

Response times for call-back acknowledgement and on-site arrival during periods outside of normal business hours shall be quoted at the time of the SMP.

New orders for equipment must be installed (including software) by the successful vendor within thirty (30) calendar days of order placement. Additional installation time may be allowed at the sole discretion of the County.

**SECTION 4
BID SUBMITTAL FORM**

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983

OPENING: 2:00 P.M.
Wednesday
April 14, 2010



PLEASE QUOTE PRICES F.O.B. DESTINATION, FREIGHT ALLOWED, LESS TAXES, DELIVERED IN MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: Leonard Gonzalez DPM Date Issued: This Bid Submittal Consists
Purchasing Division 3/30/2010 of Pages 31 through 77

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of the Clerk of the Board at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

Purchase of Multifunctional Devices, Maintenance, and Solutions - Prequalification

A Bid Deposit in the amount of **\$0.00** of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of **\$0.00** of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	NON-RESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE:	600, 600-39, 600-42, 600-45, 600-47 600-64, 655-50, 985-26, 915-36 939-27, 985-26, 985-59
SR. PROCUREMENT AGENT:	LEONARD GONZALEZ

FIRM NAME: _____

RETURN ONE ORIGINAL AND TWO COPIES OF BID SUBMITTAL PAGES AND AFFIDAVITS. THE BIDDER MAY, AT BIDDER'S OPTION, ALSO PROVIDE THE EXCEL FILE CONTAINING THE INFORMATION ON THE VENDOR PRICING DOCUMENT ON CD or DISKETTE. THE FILE TO BE PROVIDED IS TO BE DOWNLOADED AT <http://services.miamidadade.gov/DPM/SolicitationList.aspx>

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON PAGE 68 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE
FAILURE TO SIGN PAGE 67 OF SECTION 4, BID SUBMITTAL FORM, WILL RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Minimum Qualification Requirements:

Provide documentation that demonstrates bidder’s ability to satisfy all of the minimum qualification requirements. Bidders who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements are:

- a) Bidder must be Original Equipment Manufacturer (OEM) or provide a copy of the certificate or letter, from OEM, authorizing the bidder to sell the OEM’s line of copying, printing, scanning, and faxing equipment and maintain said equipment.
- b) Bidder shall provide three (3) current references of its existing customers who have purchased the products and services defined in this solicitation within the last three (3) years. The references must include the firm’s name, and the name, title, address, and telephone number of a contact person who can verify that the bidders have successfully provided the goods and services.

Reference within Three (3) Years #1

Firm’s Name:
Address:
Contact Name:
Contact Title:
Contact e-mail:
Contact phone:

Reference within Three (3) Years #2

Firm’s Name:
Address:
Contact Name:
Contact Title:
Contact e-mail:
Contact phone:

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Reference within Three (3) Years #3

Firm's Name:
Address:
Contact Name:
Contact Title:
Contact e-mail:
Contact phone:

- c) Bidder shall provide a fax number and an e-mail address where a representative of the bidder can be contacted, Monday thru Friday from 8:00 a.m. to 5:00 p.m. for quotations.

Fax Number and Contacts Name

Fax No.:
Phone No.:
E-Mail:
Sales Representative:
URL:

- d) Bidder shall provide examples of tracking report(s) specifying, at a minimum but not limited to, number of machines placed and location, type of procurement (lease or purchase), and meter count per machine placed. The providing of the report(s) shall demonstrate the bidder's ability to generate such report(s) for the County. Page 32.

a. Report should include at a minimum:

- a) Date & Time of call
- b) Reason for call
- c) Date & Time call is closed (resolved)
- d) List of all equipment installed by location
- e) Installation date
- f) Make
- g) Model No.
- h) Serial No.
- i) ID No.
- j) Start & end meter dates, count
- k) Class and bid volume for class
- l) No. of services calls
- m) type of procurement (lease or purchase)

The providing of the report(s) shall demonstrate the bidder's ability to generate such report(s) for the County. Multiple reports may be submitted.

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Multifunctional Devices by Class:

Bidders shall complete forms below for each class of machine (Black & White and Color) that meets or exceeds the minimum required specifications listed per class. Bidders who do not meet the minimum required specifications or who fail to provide supporting documentation may be deemed non-responsive.

LEGEND FOR PROPOSED CLASSES

- (1) Bidders shall provide the manufacturer's specification sheets for proposed machine.**
- (2) Specifications may exceed minimum requirements.**
- (3) Recommended Monthly Copy Volumes are based off of Buyers Laboratory, Inc's 2009 Buying Guide.**

Proposed Class 1 (1)						
Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)			From _____	To _____	PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)			From _____	To _____	IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	3,500					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	15 ppm					PPM

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Minimum Rated Scanning Speed (letter) IPM	15 imp		IMP
Paper Capacity (excluding bypass)	250 sheets		Sheets
Bypass Capacity	Not Required		Sheets
Maximum Original Size	11" x 17"		Inches
Maximum Paper Size (out put)	8 1/2" x 11"		Inches
Automatic Duplexing	Not Required		1:2, 2:2, 2:1
Maximum Duplex Paper Size	Not Required		Inches
Automatic Feeder - Speed / Paper Capacity	Not Required		PPM / Sheets
Finisher - Sheet Capacity / Staple / Hole Punch	Not Required		Sheets
Variable Reduction and Enlargement	Required		Zoom Range
Variable Paper Size (feeder)	Not Required		
Network Printing	Required		
Scanning to PC/E-Mail	Not Required		PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 2 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)			From _____	To _____	PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)			From _____	To _____	IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	9,000					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	21 ppm					PPM
Minimum Rated Scanning Speed (letter) IPM	21 imp					IMP
Paper Capacity (excluding bypass)	500 sheets					Sheets
Bypass Capacity	1 Sheet					Sheets
Maximum Original Size	11" x 17"					Inches
Maximum Paper Size (out put)	8 1/2" x 11"					Inches
Automatic Duplexing	1:2, 2:2, 2:1					1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"					Inches
Automatic Feeder - Speed / Paper Capacity	21ppm / 30 Originals					PPM / Sheets
Finisher - Sheet Capacity / Staple	200 Sheets / Required					Sheets
Variable Reduction and Enlargement	Required					Zoom Range
Variable Paper Size (feeder)	Required					
Network Printing	Required					
Scanning to PC/E-Mail	Required					PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 3 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume	_____					Copies
Manufacturers Duty Cycle (per month)	_____					Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____		To _____		PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____		To _____		IPM	
First- Copy-Out Time	_____					Seconds
Dimensions (H x W x D) as configured	Height	_____	Width	_____	Depth	_____
Required Floor Space (H x W x D) as configured	Height	_____	Width	_____	Depth	_____
Power Requirements	Volts	_____	Amps	_____	Dedicated Outlet?	Yes() No()

Copier Specifications			
Specification	Minimum Requirements	Bidder Proposed Equipment (2)	
Recommended Monthly Volume (RMV) (3)	17,000	_____	Copies
Scanner Type	Digital	_____	_____
Minimum Rated Speed (letter) PPM	31 ppm	_____	PPM
Minimum Rated Scanning Speed (letter) IPM	31 imp	_____	IMP
Paper Capacity (excluding bypass)	500 sheets	_____	Sheets
Bypass Capacity	1 Sheet	_____	Sheets
Maximum Original Size	11" x 17"	_____	Inches
Maximum Paper Size (out put)	11" x 17"	_____	Inches
Automatic Duplexing	1:2, 2:2, 2:1	_____	1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"	_____	Inches
Automatic Feeder - Speed / Paper Capacity	31ppm / 50 Originals	_____	PPM / Sheets
Finisher - Sheet Capacity / Staple	1,000 Sheets / 25 Sheets	_____	Sheets
Variable Reduction and Enlargement	Required	_____	Zoom Range
Variable Paper Size (feeder)	Required	_____	_____
Network Printing	Required	_____	_____
Scanning to PC/E-Mail	Required	_____	PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 4 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____ To _____					PPM
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____ To _____					IPM
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	26,500					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	41 ppm					PPM
Minimum Rated Scanning Speed (letter) IPM	41 imp					IMP
Paper Capacity (excluding bypass)	1,000 sheets					Sheets
Bypass Capacity	50 Sheet					Sheets
Maximum Original Size	11" x 17"					Inches
Maximum Paper Size (out put)	11" x 17"					Inches
Automatic Duplexing	1:2, 2:2, 2:1					1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"					Inches
Automatic Feeder - Speed / Paper Capacity	41ppm / 50 Originals					PPM / Sheets
Finisher - Sheet Capacity / Staple	1,000 Sheets / 25 Sheets					Sheets
Variable Reduction and Enlargement	Required					Zoom Range
Variable Paper Size (feeder)	Required					
Network Printing	Required					
Scanning to PC/E-Mail	Required					PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 5 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)			From _____	To _____	PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)			From _____	To _____	IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()

Copier Specifications			
Specification	Minimum Requirements	Bidder Proposed Equipment (2)	
Recommended Monthly Volume (RMV) (3)	37,250		Copies
Scanner Type	Digital		
Minimum Rated Speed (letter) PPM	50 ppm		PPM
Minimum Rated Scanning Speed (letter) IPM	50 imp		IMP
Paper Capacity (excluding bypass)	1,000 sheets		Sheets
Bypass Capacity	50 Sheet		Sheets
Maximum Original Size	11" x 17"		Inches
Maximum Paper Size (out put)	11" x 17"		Inches
Automatic Duplexing	1:2, 2:2, 2:1		1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"		Inches
Automatic Feeder - Speed / Paper Capacity	50ppm / 50 Originals		PPM / Sheets
Finisher - Sheet Capacity / Staple	1,000 Sheets / 25 Sheets		Sheets
Variable Reduction and Enlargement	Required		Zoom Range
Variable Paper Size (feeder)	Required		
Network Printing	Required		
Scanning to PC/E-Mail	Required		PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 6 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____		To _____		PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____		To _____		IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	55,000					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	60 ppm					PPM
Minimum Rated Scanning Speed (letter) IPM	60 imp					IMP
Paper Capacity (excluding bypass)	1,000 sheets					Sheets
Bypass Capacity	50 Sheet					Sheets
Maximum Original Size	11" x 17"					Inches
Maximum Paper Size (out put)	11" x 17"					Inches
Automatic Duplexing	1:2, 2:2, 2:1					1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"					Inches
Automatic Feeder - Speed / Paper Capacity	60 ppm / 50 Originals					PPM / Sheets
Finisher - Sheet Capacity / Staple	1,000 Sheets / 25 Sheets					Sheets
Variable Reduction and Enlargement	Required					Zoom Range
Variable Paper Size (feeder)	Required					
Network Printing	Required					
Scanning to PC/E-Mail	Required					PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 7 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____ To _____					PPM
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____ To _____					IPM
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	82,000					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	70 ppm					PPM
Minimum Rated Scanning Speed (letter) IPM	70 imp					IMP
Paper Capacity (excluding bypass)	2,000 sheets					Sheets
Bypass Capacity	50 Sheet					Sheets
Maximum Original Size	11" x 17"					Inches
Maximum Paper Size (out put)	11" x 17"					Inches
Automatic Duplexing	1:2, 2:2, 2:1					1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"					Inches
Automatic Feeder - Speed / Paper Capacity	70ppm / 50 Originals					PPM / Sheets
Finisher - Sheet Capacity / Staple	1,000 Sheets / 50 Sheets					Sheets
Variable Reduction and Enlargement	Required					Zoom Range
Variable Paper Size (feeder)	Required					
Network Printing	Required					
Scanning to PC/E-Mail	Required					PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 8 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____ To _____					PPM
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____ To _____					IPM
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()

Copier Specifications			
Specification	Minimum Requirements	Bidder Proposed Equipment (2)	
Recommended Monthly Volume (RMV) (3)	135,000		Copies
Scanner Type	Digital		
Minimum Rated Speed (letter) PPM	80 ppm		PPM
Minimum Rated Scanning Speed (letter) IPM	80 imp		IMP
Paper Capacity (excluding bypass)	2,000 sheets		Sheets
Bypass Capacity	50 Sheet		Sheets
Maximum Original Size	11" x 17"		Inches
Maximum Paper Size (out put)	11" x 17"		Inches
Automatic Duplexing	1:2, 2:2, 2:1		1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"		Inches
Automatic Feeder - Speed / Paper Capacity	80 ppm / 50 Originals		PPM / Sheets
Finisher - Sheet Capacity / Staple	1,000 Sheets / 50 Sheets		Sheets
Variable Reduction and Enlargement	Required		Zoom Range
Variable Paper Size (feeder)	Required		
Network Printing	Required		
Scanning to PC/E-Mail	Required		PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 9 (1) Black & White Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____		To _____		PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____		To _____		IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	175,500					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	90 ppm					PPM
Minimum Rated Scanning Speed (letter) IPM	90 imp					IMP
Paper Capacity (excluding bypass)	2,000 sheets					Sheets
Bypass Capacity	50 Sheet					Sheets
Maximum Original Size	11" x 17"					Inches
Maximum Paper Size (out put)	11" x 17"					Inches
Automatic Duplexing	1:2, 2:2, 2:1					1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"					Inches
Automatic Feeder - Speed / Paper Capacity	90 ppm / 50 Originals					PPM / Sheets
Finisher - Sheet Capacity / Staple	2,000 Sheets / 50 Sheets					Sheets
Variable Reduction and Enlargement	Required					Zoom Range
Variable Paper Size (feeder)	Required					
Network Printing	Required					
Scanning to PC/E-Mail	Required					PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

LEGEND FOR PRICE PROPOSAL

- (1) Bidders shall provide the manufacturer's specification sheets for proposed machine.**
- (2) Specifications may exceed minimum requirements.**
- (3) Recommended Monthly Volumes are based off of Buyers Laboratory, Inc's 2009 Buying Guide**
- (4) Monthly Lease payment ONLY. Does not include maintenance.**
- (5) Cost per Copy shall be based on the Recommended Monthly Volume (Minimum Requirements) and Straight Cost per Copy.**
- (6) Bidder to provide pricing for listed options and include other standard options.**

Price Proposal Form Instructions:

- 1. Bidder to submit purchase price for specified copier class in box labeled **(A)**
- 2. Bidder to submit lease price (lease price only, no maintenance included) for each respective lease term:
 - a. 24 months box labeled **(B)**
 - b. 36 months box labeled **(C)**
 - c. 60 months box labeled **(D)**
- 3. Bidder to calculate "Weighted Results" for each respective lease term. Formulas are as follows:
 - a. 24 months - **(B) x 20% = (E)**
 - b. 36 months - **(C) x 40% = (F)**
 - c. 60 months - **(D) x 40% = (G)**
- 4. Bidders to calculate "Weighted Average" box labeled **(H)**. Formula as follows:
 - a. Weighted Average **(H) = (E) + (F) + (G)**
- 5. Maintenance / Service Charges and Options are to be completed by the bidder.

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 1 - B&W Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 3,500	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

Price Proposal

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 2 - B&W Machine

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 9,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

**Price Proposal
Proposed Class 3 - B&W Machine**

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge

Recommended Monthly Volume (RMV) = 17,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)

	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

<p>Price Proposal Proposed Class 4 - B&W Machine</p>

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 26,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

<p>Price Proposal Proposed Class 5 - B&W Machine</p>
--

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 37,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 6 - B&W Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 55,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 7 - B&W Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 82,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 8 - B&W Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 135,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 9 - B&W Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 175,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

LEGEND FOR PROPOSED CLASSES

- (1) Bidders shall provide the manufacturer's specification sheets for proposed machine.
- (2) Specifications may exceed minimum requirements.
- (3) Recommended Monthly Copy Volumes are based off of Buyers Laboratory, Inc's 2009 Buying Guide.

Proposed Class 1c (1) Color Machine						
Bidder/Date	Bidder _____		Date _____			
Make/Model	Make _____		Model _____			
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)			From _____	To _____	PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)			From _____	To _____	IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	13,500					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	16 ppm color					PPM
Minimum Rated Scanning Speed (letter) IPM	16 imp color					IMP
Paper Capacity (excluding bypass)	500 sheets					Sheets
Bypass Capacity	Not Required					Sheets

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Maximum Original Size	11" x 17"		Inches
Maximum Paper Size (out put)	8 1/2" x 11"		Inches
Automatic Duplexing	1:2, 2:2, 2:1		1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"		Inches
Automatic Feeder - Speed / Paper Capacity	16 ppm / 30 Originals		PPM / Sheets
Finisher - Sheet Capacity / Staple / Hole Punch	1,000 Sheets / 25 Sheets		Sheets
Variable Reduction and Enlargement	Required		Zoom Range
Variable Paper Size (feeder)	Required		
Network Printing	Required		
Color & Black & White Scanning to PC/E-Mail	Required		PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 2c (1) Color Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume	_____ Copies					
Manufacturers Duty Cycle (per month)	_____ Copies					
Rated Speed (letter) - Pages Per Minute (PPM)	From _____ To _____ PPM					
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____ To _____ IPM					
First- Copy-Out Time	_____ Seconds					
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()

Copier Specifications			
Specification	Minimum Requirements	Bidder Proposed Equipment (2)	
Recommended Monthly Volume (RMV) (3)	15,000		Copies
Scanner Type	Digital		
Minimum Rated Speed (letter) PPM	26 ppm color		PPM
Minimum Rated Scanning Speed (letter) IPM	26 imp color		IMP
Paper Capacity (excluding bypass)	500 sheets		Sheets
Bypass Capacity	1 Sheet		Sheets
Maximum Original Size	11" x 17"		Inches
Maximum Paper Size (out put)	8 1/2" x 11"		Inches
Automatic Duplexing	1:2, 2:2, 2:1		1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"		Inches
Automatic Feeder - Speed / Paper Capacity	26 ppm / 30 Originals		PPM / Sheets

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Finisher - Sheet Capacity / Staple	1,000 Sheets / 25 Sheets		Sheets
Variable Reduction and Enlargement	Required		Zoom Range
Variable Paper Size (feeder)	Required		
Network Printing	Required		
Color & Black & White Scanning to PC/E-Mail	Required		PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 3c (1) Color Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____		To _____		PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____		To _____		IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	28,000					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	37 ppm color					PPM
Minimum Rated Scanning Speed (letter) IPM	37 imp color					IMP
Paper Capacity (excluding bypass)	1,000 sheets					Sheets
Bypass Capacity	50 Sheet					Sheets
Maximum Original Size	11" x 17"					Inches
Maximum Paper Size (out put)	11" x 17"					Inches
Automatic Duplexing	1:2, 2:2, 2:1					1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"					Inches

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Automatic Feeder - Speed / Paper Capacity	31ppm / 50 Originals		PPM / Sheets
Finisher - Sheet Capacity / Staple	1,000 Sheets / 25 Sheets		Sheets
Variable Reduction and Enlargement	Required		Zoom Range
Variable Paper Size (feeder)	Required		
Network Printing	Required		
Color & Black & White Scanning to PC/E-Mail	Required		PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Proposed Class 4c (1) Color Machine						
Bidder/Date	Bidder _____			Date _____		
Make/Model	Make _____			Model _____		
Manufacturers Recommended Monthly Volume						Copies
Manufacturers Duty Cycle (per month)						Copies
Rated Speed (letter) - Pages Per Minute (PPM)	From _____		To _____		PPM	
Rated Scanning Speed (letter) - Images Per Minute (IPM)	From _____		To _____		IPM	
First- Copy-Out Time						Seconds
Dimensions (H x W x D) as configured	Height		Width		Depth	
Required Floor Space (H x W x D) as configured	Height		Width		Depth	
Power Requirements	Volts		Amps		Dedicated Outlet?	Yes() No()
Copier Specifications						
Specification	Minimum Requirements		Bidder Proposed Equipment (2)			
Recommended Monthly Volume (RMV) (3)	36,500					Copies
Scanner Type	Digital					
Minimum Rated Speed (letter) PPM	46 ppm color					PPM
Minimum Rated Scanning Speed (letter) IPM	46 imp color					IMP
Paper Capacity (excluding bypass)	3,000 sheets					Sheets
Bypass Capacity	100 Sheet					Sheets
Maximum Original Size	11" x 17"					Inches
Maximum Paper Size (out put)	11" x 17"					Inches
Automatic Duplexing	1:2, 2:2, 2:1					1:2, 2:2, 2:1
Maximum Duplex Paper Size	11" x 17"					Inches

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Automatic Feeder - Speed / Paper Capacity	40 ppm / 50 Originals		PPM / Sheets
Finisher - Sheet Capacity / Staple	2,000 Sheets / 50 Sheets		Sheets
Variable Reduction and Enlargement	Required		Zoom Range
Variable Paper Size (feeder)	Required		
Network Printing	Required		
Color & Black & White Scanning to PC/E-Mail	Required		PC (), E-mail ()

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

LEGEND FOR PRICE PROPOSAL

- (1) Bidders shall provide the manufacturer's specification sheets for proposed machine.
- (2) Specifications may exceed minimum requirements.
- (3) Recommended Monthly Volumes are based off of Buyers Laboratory, Inc's 2009 Buying Guide
- (4) Monthly Lease payment ONLY. Does not include maintenance.
- (5) Cost per Copy shall be based on the Recommended Monthly Volume (Minimum Requirements) and Straight Cost per Copy.
- (6) Bidder to provide pricing for listed options and include other standard options.

Price Proposal Form Instructions:

- 1. Bidder to submit purchase price for specified copier class in box labeled (A)
- 2. Bidder to submit lease price (lease price only, no maintenance included) for each respective lease term:
 - a. 24 months box labeled (B)
 - b. 36 months box labeled (C)
 - c. 60 months box labeled (D)
- 3. Bidder to calculate "Weighted Results" for each respective lease term. Formulas are as follows:
 - a. 24 months - (B) x 20% = (E)
 - b. 36 months - (C) x 40% = (F)
 - c. 60 months - (D) x 40% = (G)
- 4. Bidders to calculate "Weighted Average" box labeled (H). Formula as follows:
 - a. Weighted Average (H) = (E + F + G)
- 5. Maintenance / Service Charges and Options are to be completed by the bidder.

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 1c - Color Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 13,500	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
B&W Cost per Copy Charge (5)			
Color Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 2c - Color Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)		(H)		

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 15,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
B&W Cost per Copy Charge (5)			
Color Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 3c - Color Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)				
(H)				

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 28,000	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
B&W Cost per Copy Charge (5)			
Color Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

BID SUBMITTAL FORM:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

FIRM NAME: _____

Price Proposal				
Proposed Class 4c - Color Machine				

	<u>Purchase</u>	<u>24 Months</u>	<u>36 Months</u>	<u>60 Months</u>
Purchase Price /Monthly Lease Payment (4)	(A)	(B)	(C)	(D)
Weighted Percentage		20%	40%	40%
Weighted Results		(E)	(F)	(G)
Weighted Average (E+F+G)				
(H)				

Maintenance / Service Charge			
Recommended Monthly Volume (RMV) = 36,500	Recommended Monthly Volume Rate	Straight Cost per Copy Rate	Overage Rate
B&W Cost per Copy Charge (5)			
Color Cost per Copy Charge (5)			

Options (6)				
	<u>Purchase</u>	<u>24 Month Lease</u>	<u>36 Month Lease</u>	<u>60 Month Lease</u>
Scanning - different than above				
Faxing				

SECTION 4
BID SUBMITTAL FOR:

Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

.Bid Title: Purchase of Multifunctional Devices, Maintenance and Solutions - Prequalification

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder. Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Miami-Dade County Ordinance 94-34, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

[] Place a check mark here only if bidder has such conviction to disclose to comply with this requirement.

LOCAL PREFERENCE CERTIFICATION: For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base.

[] Place a check mark here only if affirming bidder meets requirements for Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the vendor ineligible for Local Preference.

LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION: A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and (b) prior to bid submission is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes.

[] Place a check mark here only if affirming bidder is a Local Certified Service-Disabled Veteran Business Enterprise. A copy of the certification must be submitted with this proposal.

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is voluntary, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and shall not be binding on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located within the geographical boundaries of Miami-Dade County? Yes _____ No _____

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located outside the geographical boundaries of Miami-Dade County? Yes _____ No _____

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ___-___-____

Prompt Payment Terms: ___% ___ days net ___ days

(Please see paragraph 1.2 H of General Terms and Conditions)

*"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"

Signature: _____ (Signature of authorized agent)

Print Name: _____

Title: _____

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



APPENDIX A

AFFIDAVITS FORMAL BIDS

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 **MUST** be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

 Prime Contractor/Respondent's Signature

 Print Name
 (Duplicate if additional space is needed)

 Print Title

 Date
 FORM 100

Note: This affidavit will be requested from all bidders once bids are received and evaluated.

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared _____ who being duly sworn states: (insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

- is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR

- is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification. Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal



APPENDIX B
SERVICE LEVEL AGREEMENT

**APPENDIX B
SERVICE LEVEL AGREEMENT (SLA)**

1 County SLA

1.1 Purpose

The purpose of this SLA is to define service levels; liquidated damages for the performance of the service levels; as well as provide the County with a defined replacement process for equipment performing below expectations.

1.2 Customer Service Level Agreement

Bidder agrees to maintain the following service levels defined below as targets:

Performance Criteria	Target Level
Average Uptime	97% or Better
Average On-Site Response Time	4 Hours or Less
First Time Fix	80% of all service calls or better

These service levels will be measured on a quarterly basis between the Awarded Vendors and the County.

1.3 Calculation of Service Level Points

Once per quarter, the Vendor will produce reporting to be measured against the Service Level Agreement and determine if the vendor has met the Performance Target Level:

	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	97% or better	96.9% - 95%	94.9%-93%	92.9%-91%	90.9%or lower
Average On-Site Response Time (in Hours)	4 or less	4.1 -5	5.1-6	6.1-7	7.1 or more
First Time Fix	80% or higher	79.9%-70%	69.9%-60%	59%-50%	Less than 50%

These targets will determine the percentage amount to be deducted, per incident. (percentages expressed as a negative %).

1.4 Penalty Level

<u>Percentage of liquidated damages off of quarterly services and supplies billed</u>					
	Target Level	Below Target 1	Below Target 2	Below Target 3	Below Target 4
Average Uptime	0%	-1.5%	-1.75%	-2.0%	-2.25%
Average On-Site Response Time (in Hours)	0%	-0.5%	-0.5%	-.75%	-.75%
First Time Fix	0%	-0.5%	-.75%	-.75%	-1.0%
Total Possible Percentage Deduction	0%	-2.5%	-3.0%	-3.5%	-4.0%

The liquidated damages shall be awarded to the County as a credit on the following period's service and supplies invoice.

1.5 Equipment Performance

Vendor guarantees a monthly equipment uptime of 97% within any maintenance agreement. Should any unit fail to maintain the monthly uptime, excluding service calls caused by operator error; the unit will be subject to replacement at the County's discretion on a like-for-like basis with then current technology. Prior to installing a substitute product, supplier will be allowed 90 days to remedy any quality or reliability issues. This replacement policy will remain in effect for the term of the contract and is subject to the County remaining current with the agreed payment terms.

1.6 Additional Vendor Guarantees

1.6.1 **Training** – On-going training as requested by the County to be performed within two (2) weeks of requested date for on-site training and two (2) hours for phone/technical support.

1.6.2 **Loaner Unit/Backup Production** – If any unit is inoperable for a period in excess of 72 hours, Vendor shall provide the Customer with either:

- i) A loaner unit of similar speed and capabilities until such time as the unit(s) covered by this agreement is operable, or

1.6.3 **Invoicing** – Vendor shall maintain timely, accurate invoicing, less service run impressions, as defined below. Failure on the vendor's part to maintain these levels as defined shall result in a \$15.00 per instance credit on the following billing cycle.

Measures	Level
Timely invoices	Invoices shall be submitted no later than the 20 th day of the month immediately following the close of the billing period
Accurate Invoice	Invoices that do not require for vendor to issue credits for mis-billing or errors on the vendor's part.
Cost-per-copies (impressions)/ Overages	Vendor shall credit all impressions and or overages within the same billing cycle.