

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



Request for Proposal No: 9-15
Printer Maintenance Program

May 14, 2015

Office of the Comptroller
2008 E. 8th Avenue
Tampa, Florida 33605



Janice Wilder, Sr. Procurement Analyst
Phone: 813-247-8029 Fax: 813-242-1826
Email: purchasing@hcsso.tampa.fl.us

INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A); the Special Provisions (Part B); the Technical Specifications (Part C); and the Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said Proposal Package must be the basis upon which all Proposals are offered and the same (the entire Proposal Package) must be kept together and returned, intact, by the time and at the place herein specified. The Proposer must manually sign the General Terms and Conditions (Part A) and Proposal Response (Part D). Any questions concerning this Proposal Package should be directed to the Buyer whose name appears above.

When awarded, this Proposal Package will become part of the "**Contract Document**". The Proposer's signature of Affirmation and Declaration constitutes the Proposer's agreement to the terms therein. **READ THE ENTIRE PROPOSAL CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

WHEN SUBMITTING A SEALED PROPOSAL, ALL PACKAGES OR ENVELOPES SHOULD BE CLEARLY MARKED AS A BID PACKAGE ON THE OUTSIDE OF THE ENVELOPE. THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND DATE DUE.

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	PROPOSED SCHEDULE OF EVENTS	DATE
1	RFP ADVERTISED AND POSTED TO HCSO WEBSITE	May 20, 2015
2	SUBMIT LETTER OF INTENT	AS SOON AS POSSIBLE
3	DEADLINE TO SUBMIT QUESTIONS	June 3, 2015
4	DEADLINE TO SUBMIT PROPOSAL	June 8, 2015
5	FIRST ROUND EVALUATIONS – Possible Short List	June 25, 2015
6	SECOND ROUND EVALUATIONS – If necessary	July 17, 2015
7	AWARD NOTIFICATION TARGET DATE	July 31, 2015
8	POST AWARD NEGOTIATION DEADLINE	August 31, 2015
9	COMMENCEMENT TARGET DATE (12:01 AM)	October 1, 2015

LETTER OF INTENT

The undersigned hereby acknowledges the General Terms and Conditions, Special Provisions and Technical Specifications and intends to respond to the Hillsborough County Sheriff's Office Request for Proposal No. 9-15, Printer Maintenance Program. We understand that any amendments, clarifications and addenda to the Request for Proposal will be promptly communicated to the individual authorized below to receive this information.

NAME

TITLE

COMPANY NAME

EMAIL ADDRESS

MAILING ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE

THIS FORM SHOULD BE SENT IMMEDIATELY TO Janice Wilder, Buyer

AT Purchasing@hcsotampa.fl.us or FAXED TO 813-242-1826

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 E 8th Avenue
Tampa, Florida 33605

VENDOR NAME _____

SUBJECT: Request for Proposal Number 9-15

PROPOSAL TITLE: Printer Maintenance Program

PROPOSAL OPENING DATE & TIME: June 8, 2015 3:00 P.M. EDT

PLACE: Sheriff's Operation Center
Purchasing Office, Room 125
2008 E. 8th Avenue
Tampa, Florida 33605

Proposals will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated above.

The deadline for the submittal of Questions regarding the RFP specifications and process will be June 3, 2015.

PART A - GENERAL TERMS AND CONDITIONS:

1. Proposal Responses: Proposals must be contained in a SEALED envelope or package addressed to: David Gee, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the Proposal Package must be marked as a PROPOSAL DOCUMENT (including the Proposal number) on the outside of the envelope.

If our specifications, when included in our Request for Proposal (RFP), are not returned with your Proposal Package, and no specific reference is made to them in your Proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the Proposal contain information that can be construed or is intended to be a deviation from our specifications, such deviations must be specifically referenced in your Proposal response .

The responsibility for getting the Proposal to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The Proposer shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such Proposals shall be returned to the vendor unopened with the notation "This Proposal Was Received After the Time Designated For the Receipt and Opening of Proposals".

2. On-Line Documents: The HCSO is publishing documents on its web page www.hcso.tampa.fl.us for the convenience of vendors wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a Proposal.

All questions regarding this Proposal shall be submitted in writing to the Buyer, Janice Wilder, Email purchasing@hcso.tampa.fl.us . Submitted questions will be answered and posted publically on the HCSO web page <http://www.hcso.tampa.fl.us> under the Purchasing tab and then clicking on the appropriate year and Proposal number.

3. Time for Consideration: Proposer warrants by virtue of Proposal, the prices quoted in his Proposal will be good for an evaluation period of sixty (60) calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their Proposals after the Proposal opening time and date.
4. Prices: All Proposal responses submitted must show the net Proposal price after any and all discounts allowable have been deducted. Price(s) offered are to be F.O.B. Destination. State sales tax and federal excise taxes shall not be included as the HCSO is tax-exempt for materials sold directly to them. The HCSO will issue a tax exemption certificate to the awarded vendor when requested.

The Proposer's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this Proposal matter and that all applicable taxes and fees shall be deemed to have been included in the their Proposal as part of materials cost, when applicable.

5. Proposal Submittal Costs: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost accrued to the vendor in preparing the submitted Proposal.
6. Proposal Obligation and Disposition: The contents of the Proposal and any clarifications thereto submitted by the Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposals become the property of the HCSO and will not be returned to the Proposer.
7. No Proposal: If the receipt of this RFP is not acknowledged, Proposer's name may be removed from the HCSO Vendor mailing list.
8. Compliance with Occupational Safety and Health Act (O.S.H.A.): The Proposer certifies that all material, equipment, etc., contained in his/her Proposal meets all O.S.H.A. requirements.
9. Laws, Statutes and Ordinances: The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the Request for Proposal shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this Request for Proposal and to the resulting contract. The Contractor shall, at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any way affecting the contract.
10. Familiarity with Law: The Proposer is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility.
11. Public Entity Crimes: Pursuant to Chapter §287.132/133 of the Florida Statute , effective July 1, 1989, the Hillsborough County Sheriff, as a public entity, may not accept any Proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section §287.017 Fla. Stat. for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f) Fla. Stat.. If you submit a Proposal in response to this request, you are certifying that Florida Statute §287.132 and §287.133 does not restrict your submission.
12. Public Record: Any material submitted in response to this Request for Proposal will become a public document pursuant to §119.07 Florida Statutes. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Florida Statutes. Public Records. The awarded Vendor agrees to comply with §119.0701 Fla. Stat. regarding maintenance and provision of access to all public records generated by this contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all Proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to the Request for Proposal will be handled in accordance with applicable Florida Statute and Hillsborough County procurement regulations.

- 13. Acceptance and Rejection: The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal or Proposals which in the judgment of the Sheriff is in the best interest of Hillsborough County.
- 14. Disputes: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals will submit a notice of protest in writing within seventy-two (72) hours (excluding official holidays, Saturdays and Sundays) to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Buyer will have five (5) business days upon receipt of the dispute notice to review the issues with the stakeholders and evaluation committee if necessary and consider the dispute as written. The Proposer may be requested to provide further clarification of the issues. Upon completion of this review process the Buyer will make a recommendation to the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller will be communicated to the Proposer in writing. This decision and the basis upon which it was made will be communicated within five (5) business days following the receipt of the recommendation from the Buyer. A single appeal of the Comptroller’s decision is available by submitting a notice in writing within seventy-two (72) hours (excluding official holidays, Saturdays and Sundays) of receiving the Comptroller’s decision requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 15. Specifications: Attached.

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

“Signature On File”

By _____
Christina R. Porter, CPA
Comptroller

- 16. General Terms and Conditions outlined above are acknowledged. Our Proposal is attached.

Company Name	Date
<hr/>	
Print Name/Title	
<hr/>	
SIGNATURE _____	

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 16. EACH PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR PART D1 EXCEPTIONS.

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Request for Proposal (RFP) is to select the vendor offering a Printer Maintenance Program that will provide the best value to the Hillsborough County Sheriff's Office (HCSO) on an ongoing contractual basis. The Printer Maintenance Program is intended to reduce the amount of printer repairs and downtime from operational failures or lack of consumable supplies. This is accomplished by performing regularly scheduled maintenance, cleaning and replacement of worn assemblies and providing quick access to consumables and quick response for repairs as needed.

2. SCOPE OF WORK

The Scope of this Proposal is to provide maintenance service, repair and all consumables (excluding paper) to all laser printers, MICR printers and plotters in service at HCSO facilities located within Hillsborough County. The cost for these services is to be based on usage, billed at a fixed rate on a cost-per-printed page basis. The HCSO has approximately three hundred forty (340) primarily HP laser printers, several Xerox MICR printers and several plotters in service. Most printers are owned by the HCSO. See Exhibit A for complete equipment list indicating Make, Model and location of all printers included in the Printer Maintenance Program. The Printer Maintenance Program does not include leased multi-function copiers.

The monthly usage will be determined from the equipment meter read. All printers are on line allowing meter reads to be remotely gathered by the vendor monthly. Invoicing will be monthly in arrears and invoices will show detailed billing information including printer location, printer ID, beginning and ending meter reads and total quantity billed. (See Exhibit B for example of acceptable invoice information).

Each Proposer must provide and show evidence of the following minimum requirements:

- A strong record of customer service, proven experience and exemplary references.
- Assignment of a dedicated account manager to work with the HCSO assigned contract supervisor who will report, monitor and address concerns before they become issues, and maintain clear and open communication.
- Factory trained and authorized experienced technicians and management personnel.
- Ease of contact by phone or website by HCSO end users.
- Quick response guarantee - Same or next day delivery of supplies and requests for service.
- OEM parts and supplies.
- Financially stable with strong supplier relationships.

See Part C Technical Specifications for additional detailed specifications.

3. PROPOSER QUALIFICATIONS

Proposals shall be considered only from providers who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the RFP. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the Sheriff. In the determination of the evidence of responsibility and ability to perform the contract services, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the Proposer. The Sheriff shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a Proposal when evidence indicates the inability to perform the work specified within the RFP.

4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Buyer: Janice Wilder, Senior Procurement Analyst, at Purchasing@hcsotampa.fl.us or by fax at 813-242-1826. In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at www.hcsotampa.fl.us. This will include Q & A responses, amendments, addenda etc. Posting documents to the HCSO website is considered the official method of notification. Regardless of whether the Buyer forwards amendments or other documents by email, it is the Proposer's responsibility to verify they are aware of all postings regarding the RFP.

5. LETTER OF INTENT AND PRE-PROPOSAL QUESTIONS AND ANSWERS

Parties interested in submitting a Proposal, or wishing to gather more information before deciding to submit should notify the Buyer indicated in the above paragraph by use of the Letter of Intent included herein. In lieu of a pre-Proposal conference, prospective Proposers will be encouraged to submit their Questions up until the deadline indicated on page five (5) which shall be relevant to the Opening date. Questions received and answered (Q & A) will be posted to the HCSO website at www.hcsotampa.fl.us. Those interested parties who submit a Letter of Intent will receive communication by email as well, if a valid and legible email address is given in the Letter of Intent. The person(s) indicated on the Letter of Intent will be those notified of all addenda, amendments and Questions and Answers (Q & A). (As per the above paragraph regarding "Communication Between Parties" the official method of notifications regarding these subjects is by postings to the HCSO website.) Any modifications to the RFP or changes to the specifications stemming from the Q & A will be presented as an Amendment to the Proposal.

6. EXAMINATION OF SITE

In lieu of visiting each facility housing the equipment, the HCSO will provide a comprehensive list of equipment and facility addresses (see Exhibit A). Proposers will be responsible for pinpointing locations as listed in Exhibit A to become satisfied as to the geographical area of the work required. All facilities are within the limits of Hillsborough County. The submission of a Proposal will be construed as evidence that such an examination of the geographical area to be covered has been made. Later claims for mileage or travel time will not be allowed.

7. PREPARATION AND SUBMITTAL OF PROPOSALS

All Proposals shall be signed in ink by the authorized principle of the firm. A signature of Acknowledgement to General Terms and Conditions (Part A) is required on page seven (7) and a signature of Affirmation is required on page twenty-seven (27). All amendments to the RFP require a signature acknowledgement by the Proposer and must be returned with the Proposal response.

Proposal responses must be submitted in a sealed package. The face of the package shall indicate the RFP name, number and time and date of the public opening. (A label is provided within this document for either use or example). Proposals must be received by the HCSO Purchasing Section not later than the time and date shown on page five (5). Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by the HCSO Purchasing Section prior to the time and date fixed for the acceptance of the Proposals. Proposals or unsolicited amendments to Proposals, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "Received after the deadline for Opening of Proposals".

Proposers shall submit the required Proposal documents and any additional literature in quadruplicate - one (1) original and three (3) copies, each marked appropriately, and one (1) electronic copy in Microsoft Windows® compatible format such as Portable Document Format (PDF) saved on a USB flash drive or CD. Any proprietary information should be marked as such on the original and copies and should be saved to a folder separate from the rest of the Proposal in the electronic copy.

The HCSO reserves the right to postpone the date for receipt and opening of Proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar day notice of any such postponement to each prospective Proposer.

8. ACCEPTANCE AND REJECTION

The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, in any Proposal, and to accept the Proposal or Proposals which in the judgment of the Sheriff is in the best interest of the HCSO. The Sheriff reserves the right to select the Proposal that will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost as the Proposal process utilized is not a competitive bid process. Persons or entities submitting Proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified

9. EVALUATION OF PROPOSALS

Initially all Proposals submitted will be reviewed to determine if the Proposer is both responsive in terms of the completeness of the Proposal Package and responsible in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. Proposals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in the Proposal Response, (Part D), and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. The Proposal Response, (Part D) offers details of the criteria below.

- a. Price
- b. Company Overview
- c. Personnel & Management
- d. Program Details
- e. References

An evaluation committee consisting of a minimum of three (3) persons, including the project manager will be assigned. Each committee member will independently read and score all eligible Proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Buyer. When all evaluations are complete, the Buyer will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Buyer will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranked firms.

10. BEST AND FINAL OFFER

The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two or more Proposers are very close after the evaluation process; all Proposers' submitted responses are unclear or deficient in one or more areas.

The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation. All or any number of Proposers may be solicited, but only those Proposer(s) most likely to be awarded a contract are to be included. The evaluation committee will develop the aspects of the Proposal to be addressed in the BAFO. They may ask for enhancements of core components of the RFP but will maintain the integrity of the original scope of work.

Best and Final solicitations will be made in writing. Proposers may be asked to provide additional clarification to specific sections of their response, or to rework their Proposal content or pricing. Information will be given as to how the BAFO will be evaluated. The HCSO will not identify either the current rank of any proposers or the

lowest costs proposed until after the evaluation of each BAFO submitted. If a Proposer does not wish to submit a BAFO offer they may submit a written response stating their response remains as originally submitted.

The Buyer will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Buyer. Proposers may also be requested to make an oral presentation to the evaluation committee. The written BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned to the Buyer.

At the option of the HCSO this negotiation process with the highest ranked Proposers may continue until a satisfactory contract is successfully negotiated.

11. AWARD

The Buyer will submit the evaluation committee's final recommendation for award to the Division Commander who will review and further recommend through the Chain of Command to the Sheriff who will have the final decision as to the Award. The HCSO reserves the right to select for award the Proposal which in the opinion of the Sheriff, offers the best value and best serves the requirements of the HCSO.

In the event two (2) or more Proposers have submitted the best Proposal, preference may be given in the award in the following order: first, to the Proposer who has his/her principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and, third, if the Proposers involved in the "tie Proposal" situation are all located inside/outside Hillsborough County, the toss of a coin will be used to break the tie.

Award or No Award notifications will be sent to all Proposers. Proposal results will be available on the HCSO website <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the Proposal results, contact the Purchasing Section at (813) 247-8034.

12. INFORMATION PRIVACY

It is understood and agreed upon by the Proposer in submitting a Proposal Package that the HCSO has the right to withhold all information regarding this procurement **until after contract award**, including but not limited to: the number of Proposals received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Proposals. Information released after award is subject to the disclosure requirements of the Chapter 119, Fla. Stat. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

13. CONTRACT DOCUMENT

The contract between HCSO and the Contractor shall consist of: (1) this RFP and any amendments thereto and (2) the Proposal Package submitted in response to the RFP. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the 's Proposer's response. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall govern. The Proposer is cautioned that his Proposal shall be subject to acceptance without further clarification.

To the extent that a provision of the contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties.

14. ADDITION / DELETION

The HCSO reserves the right to add or delete any items from this Proposal or resulting contract(s) when deemed to be in the best interest of the HCSO. The HCSO also reserves the right to select options from one or more Proposers when in the best interest of HCSO. The intent of this solicitation is to award to a single provider.

15. CONTRACTUAL OBLIGATIONS

The Contractor may not sublet or subcontract any contractual obligations concerning this Proposal matter except as provided for in the written contract between the HCSO and the Contractor. This statement does not prohibit subcontracting of the work but does prohibit subcontracting overall management obligations pertaining to the work and requires the Contractor to retain ultimate liability for all contractual obligations.

16. DEFAULT

The contract may be cancelled with cause by the HCSO Comptroller in whole or in part by written notice of default to the Contractor based on non-performance or violation of contract terms. When issuing a notice of default and intent to terminate, the HCSO may opt to allow the Contractor an opportunity to cure or correct the default conditions specified within a given time period. Assessment as to the success of the attempt to cure rests solely with the HCSO. A written final determination will be provided by the HCSO. It shall be at the discretion of the HCSO to order the Contractor to stop work immediately and leave the premises or to provide a final date of services when a notice of termination is executed.

Upon default of a Contractor, the HCSO may obtain services or products specified on the open market or opt to negotiate a new contract with the next best responsive and responsible Proposer. Contractors who default may be removed from the HCSO Vendor mailing list for future contracts at the discretion of the Comptroller.

17. CANCELLATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this specification may be canceled without cause by providing thirty (30) calendar days written notice to the Contractor.

If it becomes necessary to terminate the contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

18. NEXT BEST PROPOSER

In the event of a default by the Contractor, the HCSO reserves the right to award to the next best Proposer. In the event of this occurrence, the next best Proposer shall be required to provide the Proposal items at the prices as contained on their Proposal for this specification for the remainder of the award period.

19. CONTRACT TERM

The initial contract term shall be two (2) years from commencement date. Upon mutual agreement, the contract may be renewed for three (3) consecutive one year renewal periods based upon mutual consent of both parties. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the Comptroller and the agent of the Contractor. Should a decision be made to increase the scope of the contract, the Sheriff and the Contractor will mutually agree, in writing, to an adjusted contract price.

20. ESCALATION/DE-ESCALATION

Request for pricing escalation/de-escalation will be allowed provided the Contractor notify the HCSO Office of the Comptroller of the pending increase/decrease a minimum of thirty (30) calendar days prior to the end of each one

(1) year period for which the bid was awarded. Said notification shall consist of proof of increased expense to the Contractor, such as manufacturer's increased cost of supplies, fuel cost increases etc. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

The HCSO will also allow for re-negotiation of usage pricing if there is a significant change in the quantity of the equipment to be serviced under this contract.

21. **CERTIFICATES OF INSURANCE**

The Contractor shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the HCSO, nor shall the Contractor allow any Sub-Contractor to commence work on his sub-contract until all similar insurance required of the Sub-Contractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida. The Contractor will provide a copy of the Certificate of Insurance provided to the Division of Licensing and Certificates of Insurance naming the "Hillsborough County Sheriff's Office - All Locations".

a. **Worker's Compensation and Employer's Liability Insurance**

The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous work under this contract at the site is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each Sub-Contractor to provide adequate insurance, satisfactory to the Hillsborough County Sheriff's Office, for the protection of his employees not otherwise protected. Workers' Compensation and Employer's Liability Insurance shall be provided as required by law or regulation (statutory requirements). Employer's Liability insurance shall be provided in amounts not less than \$500,000 per accident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease."

b. **Comprehensive Liability Insurance**

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect him/her from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by himself or by anyone directly or indirectly employed by himself, and the amounts of such insurance shall be the minimum limits as follows:

- Comprehensive General Liability to include contractual liability shall be in the amount of no less than \$1,000,000 combined single limit
- Automobile liability with \$1,000,000 combined single limit

22. **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

The Contractor agrees to indemnify and hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from acts or omissions of the Contractor, its agents or sub-contractors. The Contractor agrees to hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from any injury or damage sustained by any person or property in consequence of any neglect in safeguarding contract work, by the Contractor, its agents or sub-contractors or from any claims or amounts arising or uncovered under any law, by-law, ordinance, regulation or decree.

23. OTHER TERMS AND CONDITIONS

- a. **Equal Employment Opportunity.** The Contractor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.
- b. **Warranty Against Contingent Fees.** The Contractor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Proposer for the purpose of securing business.
- c. **Licensing.** It is the responsibility of the Proposer to have and maintain the appropriate licenses and certificates valid for company to operate and for all employees to carry out the duties of the assignment.

24. APPROPRIATIONS OF FUNDS

The HCSO, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract shall remain in effect. The HCSO shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

25. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO monthly, in arrears. At a minimum, an invoice shall show the make and model of the equipment, the location of the equipment and the assigned HCSO billing identifier for that location, the beginning and ending meter readings, number of copies billed and the per copy rate. A copy of an invoice from the current Contractor is provided as example of all that should be included (see Exhibit B).

Invoices should be addressed to:

Hillsborough County Sheriff's Office
Accounts Payable
P.O. Box 3371
Tampa, FL 33601

Alternately, invoices may be emailed to accountspayable@hcsotampa.fl.us .

Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed forty-five (45) calendar days from date of receipt of a properly approved invoice. Payments will be made within thirty days unless disputed. No late fees may be imposed until after forty-five days of the invoice date.

26. EXCEPTIONS TO PROPOSAL REQUIREMENTS:

All Proposals must clearly state with specific detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal Response (Part D) or appended thereto. Proposers are hereby advised that the HCSO will only consider Proposals that meet the specifications and other requirements imposed upon them by this RFP. In instances where an exception is stated upon the Proposal Response (Part D), said Proposal will be subject to rejection by the HCSO in recognition of the fact that said Proposal does not meet the exact requirements imposed upon the Proposer by the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C).

PART C - SERVICE SPECIFICATIONS1. GENERAL REQUIREMENTS

The Proposer will be expected to respond with a detailed description of their company's ability to provide the services specified. The specifications listed below are intended to provide the minimum requirements of the Hillsborough County Sheriff's Office (HCSO). The Proposer will describe the methods, resources, systems and processes utilized to create and maintain an outstanding plan for service. While the specifications listed herein represent HCSO preferences, they are not intended to be restrictive to potential vendors. They are intended to serve as guidelines to features required for satisfactory performance.

The Proposer should identify and explain other unique services offered that have not been addressed but may be deemed appropriate and consistent with requirements listed. The HCSO is interested in the business practices Proposers use to assist in determining what type printers and how many printers are required to efficiently support an office group.

The Proposer shall have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service. The Proposer shall provide service as is necessary to maintain the equipment in good operating condition and in accordance with all manufacturers' guidelines, including replacement of parts which have broken or worn out through normal use.

Many HCSO facilities maintain a high degree of security. All Contractor employees who are assigned to provide service within an HCSO facility shall agree to a background investigation through the Florida Department of Law Enforcement, Criminal Justice Information System to be conducted by and at the expense of the HCSO before being granted access to the facility. In some locations, such as the detention facilities, the Contractor employee will be escorted by HCSO personnel at all times. Contractor employees will comply with all HCSO policy and procedure including the "tobacco free" policy at all properties.

2. FEE CALCULATION AND EQUIPMENT OWNERSHIP OPTIONS

The cost for services is to be based on usage, billed at a fixed rate on a cost-per-printed page basis, or in the case of the plotters, a cost per inch. The fee will cover toner, replacement parts, repairs and an annual preventative maintenance and cleaning. It is this fixed rate amount that the Proposer must competitively bid, though as explained, other Proposer qualifications will be considered as per the criteria listed. Equipment identified under this contract must be tagged in a conspicuous manner with the equipment serial number, the service provider's company name and contact information.

The HCSO is the current owner of the majority of the equipment covered by this contract, approximately 350 printers. The HCSO wishes to review the possibility of relinquishing ownership of the laser printers currently in use and all future laser printer replacements to the service provider. The proposed equipment buy-out could be accomplished by a purchase offer amount taken as a credit applied to the monthly usage fees until depleted. Only laser printers would be part of the buy-out. The HCSO will retain ownership of all MICR printers and plotters, but they will be covered under the maintenance program. The Proposer should indicate if there would be restrictions on where the purchase amount credit could be applied.

In the event an equipment buy-out option is exercised by the HCSO, the Contractor will take ownership of the equipment on the date of commencement. It is expected the Contractor will leave existing equipment in place. When replaced due to end of life issues, replacement equipment must be comparable in function and production capability and must be pre-approved by HCSO Information Services Division (ISD) personnel. There would be no cost to the HCSO for replacing equipment except through the usage fee basis.

3. SUPPLIES AND MAINTENANCE

The HCSO Printer Maintenance Program shall include all consumables (except paper), including toner, cleaning supplies, user replaceable items, and the delivery at no charge to the end user at the equipment location address.

The HCSO Printer Maintenance Program shall include one-hundred percent (100%) of the cost of labor, parts, supplies, shipping and any fees associated with the repair and/or maintenance of the equipment and all installed options and accessories including but not limited to network adapters, output stackers, MICR feature sets and duplexers.

The HCSO is requesting at a minimum, per each unit of equipment, one (1) preventative maintenance service annually as per manufacturer specifications and model specific requirements. For the purposes of this document, "preventative maintenance service" shall also include the procurement and application of current equipment firmware as required. HCSO has the right, upon written notice to the Contractor, to identify equipment that may be exempted from firmware updates.

Toner replacement orders will be placed by users within the department in which the equipment resides. Every effort to deliver toner the same day as ordered should be made, however, orders placed after 1:00 PM may be delivered the following business morning. At no time shall Toner delivery exceed 24 hours from the time of order.

Maintenance service shall be provided during the HCSO's normal business hours, 8:00 AM to 4:00 PM Monday through Friday excluding county holidays.

Parts and supplies, including toner cartridges must meet OEM standards and must perform in accordance with manufacturer and industry standards. Re-manufactured toner cartridges can be used if toner meets OEM quality and technical specifications. The Contractor shall remove all "spent" toner cartridges when replacement cartridges are delivered.

3. REPAIR AND REPLACEMENT

All END USER REPORTS of malfunctioning or inoperable equipment will be directed to the HCSO Information Services Division (ISD) Help Desk for troubleshooting. If unable to resolve the problem, the HCSO Help Desk/Technician will place the repair order with the Printer Maintenance Program Contractor. Response to a repair order should be within four (4) working hours after receipt of order, unless HCSO office hours prohibit. This schedule equates to same day response if order is received before 1:00 PM and next morning response if order is placed after 1:00 PM. Details of the responsibilities for ISD troubleshooting and Contractor support process can be further identified post award as handling may be different depending on buy-out or non buy-out options chosen.

Equipment identified as irreparable is to be replaced with like equipment (similar in function and production). For the purposes of this document, irreparable is defined as a single serial number equipment item that meets ANY of the below criteria.

- Repair parts are no longer generally available requiring more than two (2) business days to acquire.
- The equipment has been the subject of repair due to equipment hardware or mechanical malfunction more than three (3) times in a thirty (30) day period or five (5) times in a ninety (90) day period

If the HCSO opts for a maintenance program where ownership is maintained by the HCSO, replacement equipment will be selected and purchased by the HCSO unless otherwise negotiated with the Contractor. Under an HCSO ownership program the Contractor will install loaner equipment if repairs are in progress longer than one eight hour shift but the equipment is not qualified for replacement.

Under a buy-out option, irreparable equipment will be replaced by the Contractor at the Contractor's expense but with approval by the HCSO of make and model. Replacement equipment will go in to service at the current usage rates at the time of replacement. Buy-out and contractor replacement does not apply to MICR printers or plotters.

4. REPORTING AND BILLING

Invoicing shall be monthly in arrears. The invoice may show a summary amount if accompanied by a detailed Excel spreadsheet which will be sorted and sub-totaled by printer and facility billing identifier and will show the

printer make and model, the beginning and ending meter numbers, number of printed pages billed and date the count was recorded. Every attempt should be made to take meter readings on the last day of the month.

A maintenance report will be required for each service or repair performed upon an HCSO owned printer and should include a synopsis of work performed, parts replaced and a description of all corrective measures.

The collection of usage figures should be automated for all supported local and network attached printers, and collected by the Contractor. The HCSO will provide a suitable server and connectivity, as required, for the Contractor's collection process. The Contractor's collection tool will not be allowed to scan any HCSO network. The initial setup to target individual printers for collection will need to be coordinated with HCSO Information Services Division within the first 30 days from commencement. The Contractor will comply with HCSO computer and network usage policies, present and future.

Usage for non-network attached printers will be based on monthly estimates with quarterly reconciliation. The collection of usage information for the purposes of quarterly reconciliation will be the responsibility of the Contractor.

If color output is billed at a different rate than black and white, usage collection of color capable devices must track color output and black and white output separately and bill accordingly.

The HCSO reserves the right to audit usage billing figures by auditing the billed page counts in comparison to page counts reported on the equipment. The Contractor agrees to make any adjustment necessary upon written notification of a discrepancy.

The Contractor must agree to accept payment from HCSO via credit card and will waive any and all fees associated with the credit card payment.

5. REQUIRED DOCUMENTATION

Proposers shall provide the following with their response:

- a. Pricing and Buy Out options.
- b. A Company Overview narrative to include such information as: the length of time the Proposer has been operating printer services under the same business name; company ownership and organizational structure; financial capability and support; supplier networks and relationships. Documents to be submitted in this section include financial statements, business tax receipt, articles of incorporation, certificates of insurance, any applicable licensing etc.
- c. A narrative regarding numbers of personnel and their experience, qualifications and training. Documents to include resumes, training certificates etc.
- d. A Program narrative to include a Plan for Service and a detailed description of how the service program would be implemented and administered. Include a transition and implementation schedule, an explanation of how HCSO employees would contact and place orders, how orders would be processed, response guarantees, details of annual maintenance and other innovative ideas. Documents to include sample reports, invoices, screen shots, etc.
- e. References: A list of at least three customers (government entities preferred), who may be contacted for comment. Include customers' estimated yearly contract dollar amounts.

2. PROPOSAL RESPONSE COST

Company Name: _____

The undersigned has carefully examined the Proposal Package and all conditions affecting the cost of the service required by the Hillsborough County Sheriff's Office.

The undersigned certifies that any exceptions to the Proposal specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the services described herein in accordance with the Proposal Package, except as noted on attached Exceptions Form:

OPTION A

HCSO maintains ownership of all equipment. Fee per printed page (or per inch for plotters) based on equipment meter will be charged to cover all consumables, annual maintenance and repairs as needed. End of life equipment replaced at HCSO expense and added to maintenance plan under current rates.

<u>Line #</u>	<u>Description</u>	<u>Usage Fee per printed page or linear inch</u>
A1.	LASER - COLOR	\$ _____/Page
A2.	LASER - BACK/WHITE	\$ _____/Page
A3.	MICR	\$ _____/Page
A4.	PLOTTER	\$ _____/Linear Inch

Manufacturer of replacement laser printers: _____.

OPTION B:

Credit Buyout. Awarded vendor takes ownership of current HCSO equipment upon Commencement for a lump sum purchase offer applied as a credit toward monthly maintenance fees until depleted. All other factors regarding maintenance and repair are the same as Option 1.

B. Lump Sum Buyout Amount \$ _____ to be applied as credit.

<u>Line #</u>	<u>Description</u>	<u>Usage Fee per printed page or linear inch</u>
B1.	LASER - COLOR	\$ _____/page (Contractor Owned)
B2.	LASER - BACK/WHITE	\$ _____/page (Contractor Owned)
B3.	MICR	\$ _____/page (HCSO Owned)
B4.	PLOTTER	\$ _____/page (HCSO Owned)

Manufacturer of replacement laser printers: _____.

Response Section Cover Page

Part D Proposal Response – 3a) Company Overview

- Narrative: Corporate, Financial and Organizational Capability and Support
Include such information as:
Company History and Philosophy
Years in Business
Mission Statement
Principal Stakeholders
Corporate and Local Organizational Structure
- Documents: Financial Statement
Articles of Incorporation
Insurance Certificates
Business Tax Receipt
IRS Form W9

Response Section Cover Page

Part D Proposal Response – 3b) Personnel
Experience and Training

Narrative: Identify local management personnel, their experience and qualifications; provide number of available technicians and their qualifications, experience and training; identify contract manager or dedicated customer services representative etc.

Documents: Resumes of management and technicians.
Training certifications

Response Section Cover Page

Part D Proposal Response – 3c) Program Details

Narrative: Describe in detail the operational processes of the printer maintenance program you would implement for the HCSO. Include methods of contact, ordering, response time guarantees, reporting, monitoring, scheduling etc. Include an implementation schedule.

Describe any network requirements you may need.

Under your proposed program, describe any scenario where the HCSO would be responsible for repairs.

Discuss the information and business practices your company utilizes to determine the appropriate type and quantity of laser printer equipment required to adequately and efficiently support a work unit.

Documents: Screen shots of website ordering pages.

Sample copies of reports, repair orders, equipment logs, invoices etc.

The Proposer may chose to bid on one or both program options - Maintenance or Buyout/Maintenance, but should be in all cases explicit about program terms and which may or may not be negotiable under each option.

Response Section Cover Page

Part D Proposal Response – 3d) References

Provide a minimum of three references of current customers that would have service needs similar to the needs of the HCSO. Include:

Company/Agency Name _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate annual contract amount \$ _____

Company/Agency Name _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate annual contract amount \$ _____

Company/Agency Name _____

Contact Person Name & Title _____

Phone number _____

Email address _____

Approximate annual contract amount \$ _____

3. VENDOR INFORMATION

Business Name (As shown on your invoice): _____

Federal Tax ID No. _____ OR Social Security No. _____

(Please include an IRS Form W9 with your response)

Check One: Corporate Entity _____ Non Corporate (1099) _____ Sole Proprietor (1099) _____

Owner's Name as per IRS records, if reporting under SS# _____

Business Type: Commodity _____ Services _____ (Provide Certificates of Insurance if working on HCSO property)

Our company has been in business under its current name since: _____

Office Phone: _____ Fax: _____ Website: (If applicable) _____

General Correspondence Mailing Address:

Remit to Address: (Checks are to be mailed to if different than mailing address above):

Warehouse Address (If Applicable):

Contact Information – Name/Email Address/Phone Number - for the following departments:

Sales: _____

Customer Service: _____

Accounting: _____

Check all that apply - We accept Payment by Check _____ ACH/EFT _____ Credit Card (Visa) _____**

To receive electronic payments please complete "Authorization for Electronic Payment" form available on the HCSO website at www.hcso.tampa.fl.us under the Purchasing Section, Doing Business with the HCSO.

6. Affirmation and Declaration

At this present time we understand all requirements and warrant that as a serious Proposer we will comply with all the stipulations included in the RFP Package.

The above named Proposer affirms and declares:

- a) That Proposer is of lawful age and that no other person, firm or corporation has any interest in this RFP offered to be entered into;
- b) That this RFP is made without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) That the Proposer is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
- d) That no officer, employee or person whose salary is payable in whole or in part from Hillsborough County Treasury, is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal Response; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned agrees that this bid shall remain open for sixty days following the opening of bids.

Respectfully submitted by,

Company Name: _____

Print Name

Title

Signature

Date

PROPOSAL EVALUATION

Vendor Name: _____

Criteria	Points Allowed-100	Awarded
A. Price	30	_____
Score for price is calculated using the following formula: $\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$		
B. Company Overview	20	_____
C. Personnel	20	_____
D. Program	20	_____
E. References	10	_____

What are the strong points of this Proposal?

What are the weak points of this Proposal?

General comments/clarifications/questions

Name of evaluator _____ Date _____

Below is an example of the information required on the OUTSIDE of your Proposal Package.
You may use this as a label if you wish.

DAVID GEE, SHERIFF
2008 E. 8TH AVE
TAMPA FLORIDA 33605

ATTN: PURCHASING Ext. 8034

TIME SENSITIVE DELIVERY

RFP PACKAGE SUBMITTAL
RFP/BID #9-15

OPENING DATE & TIME:

JUNE 8, 2015 3:00 PM EDT