



**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT OFFICE, BUILDING #4
2379 BROAD STREET (U.S. HIGHWAY 41 SOUTH)
BROOKSVILLE, FLORIDA 34604-6899
TELEPHONE: (352) 796-7211 Ext. 4132; FAX: (352) 754-3497
Email: Aaliyah.Davis@watermatters.org
Posted: November 8, 2019**

**REQUEST FOR BID (RFB) 1915
FOR
Lease of Print Shop Printers and Plotter**

The Southwest Florida Water Management District (District) requests bids from responsive and responsible bidders to provide and deliver two new production printers and a colored plotter. This equipment and services are more specifically described in this Request for Bid (RFB). The successful bidder, hereinafter Seller, will deliver the required equipment, accessories and services F.O.B. destination point at 2379 Broad Street, Brooksville, Hernando County, Florida.

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**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
REQUEST FOR BIDS #1915
Print Shop Printers and Plotter**

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PART I – INTRODUCTION

The Southwest Florida Water Management District (District) requests bids from responsive and responsible equipment manufacturer(s) or authorized dealer(s) to furnish, assemble, deliver and provide training for two new production printers and a plotter. The bidder(s) are required to carefully examine the specifications and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the delivered equipment under this RFB. No additional allowances will be made due to lack of knowledge of the terms, conditions, specifications and any subsequent addenda related to this RFB. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or conclusions which they make or obtain from their examination of information made available by the District.

- 1.1 INTERNET AVAILABILITY.** District solicitations, changes, delays, addenda, reference documents and questions and answers are available for review and download at <http://www.watermatters.org/procurement> and www.demandstar.com. Bidders receiving solicitations from the District's Internet website are responsible to recheck the website for any changes or addenda.
- 1.2 AMERICANS WITH DISABILITIES ACT (ADA).** The District does not discriminate upon the basis of disability. This nondiscrimination policy involves every aspect of the District's functions, including access to and participation in the District's programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act should contact the District's Human Resources Office Chief, 2379 Broad Street, Brooksville, Florida 34604-6899; telephone (352) 796-7211, ext. 4703 or 1-800-423-1476 (FL only), ext. 4703; TDD (FL only) 1-800-231-6103; or email to ADACoordinator@WaterMatters.org.
- 1.3 CORRESPONDENCE.** Unless otherwise stated or notified in writing, correspondence relating to this RFB will be sent to the District at the address set forth in the heading of this RFB, and to the bidder at the address stated on the Bid Response Form.
- 1.4 QUESTIONS.** All questions or clarifications concerning this RFB shall be submitted in writing to the District's Procurement Department by e-mail, Aaliyah.Davis@watermatters.org, or facsimile (fax): 352-754-3497, e-mail being the preferred method. The bid title and number must be referenced on all correspondence. All questions must be received no later than five (5) working days prior to the bid opening date. All responses to questions will be sent to all prospective bidders. Bidders are responsible to check the websites listed in Paragraph 1.1, Internet Availability, for the District's responses to the questions presented.
- 1.5 BID RECEIPT AND OPENING.** All bids must be submitted on the attached Bid Response Form and all blanks filled in. To be considered a valid bid, one (1) signed ORIGINAL (marked original), and one (1) exact electronic copy (USB flash drive) must be received by the District's Procurement Office (PRO), Building 4, at the Southwest Florida Water Management District, 2379 Broad Street (U.S. Hwy. 41 South), Brooksville, Florida 34604-6899, on or before **Wednesday, December 4, 2019 at 2:00 p.m.** Bids that are not received in a timely manner by this specific office will not be accepted. **All visitors must report to the lobby of Building 4 to sign in and be issued a visitor's badge.** Bids will be opened immediately after this date and time, and will remain binding upon the bidder for a period of 90 days thereafter.
- 1.6 DELAYS, CHANGES AND ADDENDA.** The District reserves the right to delay scheduled RFB due dates if determined to be in the best interest of the District. Any changes, delays, addenda or questions and answers related to this RFB issued by the District will be posted to the websites

identified in Paragraph 1.1, Internet Availability. Bidders receiving the RFB from the District's Internet website are responsible to recheck the website for any changes or addenda related to this RFB.

- 1.7 CANCELLATION.** The District reserves the right to cancel the RFB prior to bid opening and will give notice of cancellation by posting a notice on the District's website. Additionally, the District reserves the right to reject all bids, cancel the RFB, or cancel the Award or Intent to Award. Notice of cancellation or rejection will be posted on the District's website and sent to all bidders. No bidder will have any rights against the District arising from its selection by means of an Award or Intent to Award. Bidders are responsible for all costs associated with the preparation of their bids.
- 1.8 BID WITHDRAWAL.** Bids may only be withdrawn prior to the date and time set forth in Paragraph 1.5, Bid Receipt and Opening, if the District receives a signed written request to withdraw a bid from an authorized representative of the bidder.
- 1.9 BID SIGNATURE AND FORM.** An authorized representative of the bidder must manually sign the attached Bid Response Form where indicated. All bids must be typed or printed and signed in non-erasable ink in the spaces provided on the Bid Response Form. All corrections made to the bid by the bidder must be initialed.
- 1.10 SEALED BIDS.** The Bid Response Form **must** be submitted in a sealed envelope. The bid number, bid name, and date and time of the bid opening **must** be on the face of the envelope in the lower left-hand corner. If bids are sent via Express Mail, all bid documents **must** be placed in a separate sealed envelope, properly identified with the above referenced information, within the Express Mail envelope, and the specific information stated above **must** be on the outer envelope.
- 1.11 REJECTION OF BID.** The District reserves the right to reject any and all bids, or alternative bid proposals or waive any minor irregularity or technicality in bids received. Bids which are incomplete, unbalanced, conditional, obscure or which contain additions not required, or irregularities of any kind, or which do not comply in every aspect with the RFB, may be rejected at the option of the District. Obvious errors in the bid may be grounds for rejection of the bid.
- 1.12 RESPONSIVE/RESPONSIBLE.** At the time of submitting a bid response, the District requires that the bidder be properly licensed and registered to do business in the State of Florida in accordance with applicable Florida Statutes (F.S.). Responses that do not meet all requirements of this solicitation or fail to provide all required information, documents, or materials as provided in Part IV, Bid Response, may be rejected as non-responsive. Bidders whose responses, past performance, or current status do not reflect the capability, integrity or reliability to fully and in good faith perform the requirements of the bid may be rejected as non-responsible. The District reserves the right to determine which responses meet the requirements of this solicitation, and which bidders are responsive and responsible. The District reserves the right before awarding the bid, to require a bidder and its resellers to submit such evidence of their qualifications as it may deem necessary, and may consider any evidence available to it of the financial, technical and other qualifications and abilities of a bidder to perform the work in a satisfactory manner and within the time specified. The bidder is assumed to be familiar with all federal, state or local laws, ordinances, rules and regulations that in any manner affect the work, and to abide thereby if awarded the bid. Ignorance of legal requirements on the part of the bidder will in no way relieve responsibility. Bidders must verify the qualifications and performance record of any and all proposed resellers to ensure acceptability.

- 1.13 REFERENCES.** Each bidder must provide at least three (3) references, other than the District, who can verify bidder's qualifications and past performance record on purchases of similar scope, as may be more specifically described in Attachment 2.
- 1.14 BID TABULATION AND NOTICE OF INTENT TO AWARD.** Bid recaps (listing the names of bidders who responded to this RFB) will be posted for review by interested parties in the District's Procurement Office and on the District's Procurement Website, <http://www.watmatters.org/procurement>, and www.demandstar.com. Pursuant to Section 119.071(1) (b), F.S., all bids submitted will be subject to review as public records thirty (30) days from bid opening or at the time the District provides notice of its intended decision if such decision is reached prior to the expiration of the thirty (30) day period.
- The District will award the contract in accordance with Paragraph 4.1, Basis for Award of Agreement.
- 1.14.1** The Notice of Intent to Award will be posted on the websites stated above and in the District's Building No. 4 Lobby located at 2379, Brooksville, Florida 34604-6899.
- 1.14.2** Bid files may be examined at the Procurement Office in the Brooksville headquarters during normal working hours by appointment only. Bid recaps and bid tabulations will not be provided by telephone or fax.
- 1.15 BID PROTESTS.** Any bidder who protests the bid specifications or Award or Intent to Award, must file with the District a notice of protest and formal written protest in compliance with Chapter 28-110, Florida Administrative Code, and applicable provisions in Section 120.57, F.S. Failure to timely file such documents will constitute a waiver of proceedings under Chapter 120, F.S.
- 1.16 AGREEMENT.** By submitting a bid, bidder agrees to all the terms and conditions of this RFB. If a bidder desires to propose a change to a term or condition herein, bidder must submit its request under the procedure set forth in Paragraph 1.4, Questions. The submittal of a bid will constitute acknowledgement of all terms and conditions of this RFB and the District will construe the bid as though no changes were presented. The District's execution of the Bid Response Form of the Seller shall result in a binding agreement without further action by either party and shall expire contemporaneously with the Lease Agreement. In accordance with Section 2.3, bidders must submit their standard Lease Agreement with their bids. The Seller must submit a Certificate of Insurance to the District within ten (10) days from notice that they have been awarded this Agreement. The Seller must order the equipment within ten (10) business days from the date the Purchase Order is issued. The Seller must deliver the equipment within 90 days from the issuance of the Purchase Order, or as otherwise agreed upon with the District. Delivery must be coordinated with the project manager in the District's Fleet Operations. Time is of the essence.
- 1.17 LAW COMPLIANCE.** All aspects of the Agreement are subject to and governed by Florida laws. Venue shall lie exclusively in Hillsborough County, Florida. The Seller agrees to comply with all applicable federal, state and local laws, rules, regulations and guidelines, related to performance under the Agreement. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
- 1.18 SCRUTINIZED COMPANIES.** Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to,

and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria.

By signing this solicitation, the Bidder certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of the Bidder's bid.

PART II - GENERAL CONDITIONS

- 2.1 AGREEMENT TERM.** The Lease Agreement shall be for a term of seventy-two (72) months, contingent upon the District's Governing Board's approval of funding in each fiscal year of the Agreement. The first payment will be made in the month when the equipment is delivered and accepted by the District. Thereafter, payments will be made on an annual basis in installments on or around October 15th of each year.
- 2.2 LEASE PRICE.** The lease price of the equipment shall include all assembly, delivery, labor, materials, permit(s), freight, taxes, required insurance, travel and services. The total lease price must be written on the Bid Response Form and include the bid breakouts where indicated. The annual lease price must be stated in both words and figures, as indicated in the appropriate place in the Bid Response Form. In the event there is a discrepancy between the price written in words and the price written in figures, the former will govern. In determining the lowest bid, the District will consider any property tax payments to be paid by the District during the term of the lease.
- 2.3 LEASE AGREEMENT.** Bidders will provide their standard government Lease Agreement with their bid submittals. The District will enter into negotiations with the lowest, responsive and responsible bidder. In the event a satisfactory agreement cannot be negotiated, the District will enter into negotiations with the next lowest, responsive and responsible bidder subject to the provisions of this RFB.
- 2.4 TAXES.** The District is exempt from federal excise tax (exemption number 59-0965067) and state sales tax (exemption number 85-8013700387C-6). Costs on the Bid Response Form must include Florida State sales and any other taxes, except federal excise tax, applicable to materials purchased by the Seller in accordance with Florida and federal law.
- 2.5 PUBLIC RECORDS LAW/AUDITS.** Correspondence, materials, and documents created or received pursuant to this RFB are subject to the provisions of Chapter 119, F.S., Florida's Public Records Law. Seller's failure to comply with Chapter 119, F.S., will be grounds for rejection of the bid or termination of any contract by the District. The Seller and any subcontractors understand and will comply with third duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.
- 2.5.1** The Seller shall allow public access to project documents and materials made or received by the District in accordance with the Public Records Act, Chapter 119, F.S. To the extent required by Section 119.0701, F.S., the Seller shall (1) keep and maintain public records required by the District to perform the service; (2) upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by law; (3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized

by law for the duration of the term of this Agreement and following completion of the Agreement if the Seller does not transfer the records to the District; and (4) upon completion of this Agreement, transfer, at no cost to the District, all public records in possession of the Seller or keep and maintain public records required by the District to perform the service. If the Seller transfers all public records to the District upon completion of this Agreement, the Seller shall destroy any duplicate public records that are exempt or confidential and exempt from public records requirements. If the Seller keeps and maintains public records upon completion of this Agreement, the Seller shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE SELLER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SELLER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS by telephone at 352-796-7211, ext. 5555, by email at RecordsCustodian@SWFWMD.state.fl.us, or at the following mailing address:

**Public Records Custodian
Southwest Florida Water Management District
2379 Broad Street
Brooksville, Florida 34604-6899**

2.6 PUBLIC ENTITY CRIMES. Pursuant to Subsections 287.133(2) and (3), F.S., 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, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. By submitting its bid, bidder warrants that it is not currently on a suspended vendor list and that it has not been placed on a convicted vendor list in the past 36 months. The bidder further agrees to notify the District if placement on either of these lists occurs. The bidder agrees to include this provision in all subcontracts and require the Public Entity Crimes Statement Form (Sample is attached to this RFB) for all subcontracts or lower tier agreements executed to support the bidder's work under the Agreement.

2.7 INSURANCE. The Seller must maintain the following kinds and amounts or limits with a company or companies authorized to do business in the State of Florida and should remain in effect until all services have been rendered. The Seller will not commence work under the contract(s) until the District has received an acceptable certificate or certificates of insurance showing evidence of such coverage. Certificates of insurance **must reference the District Agreement Number and Project Manager.**

2.7.1 Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office without restrictive endorsements, or equivalent, with the following minimum limits and coverage:

Per Occurrence \$1,000,000

2.7.2 Vehicle liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverages:

Bodily Injury per Person	\$ 100,000
Bodily Injury Liability per Occurrence	\$ 300,000
Property Damage Liability	\$ 100,000
or	
Combined Single Limit	\$ 500,000

2.7.3 The District and its employees, agents, and officers **must be named as additional insured** on the general liability policy to the extent of the District's interests arising from the Agreement.

2.7.4 The Seller must carry workers' compensation insurance in accordance with Chapter 440, F.S. If the Seller does not carry workers' compensation coverage, the Seller must submit to the District both an affidavit stating that the Seller meets the requirements of an independent contractor as stated in Chapter 440 F.S. and a certificate of exemption from workers' compensation coverage.

2.7.5 The Seller must notify the District in writing of the cancellation or material change to any insurance coverage required by the Agreement. Such notification must be provided to the District within five (5) business days of the Seller's notice of such cancellation or change from its insurance carrier.

2.7.6 The Seller shall require and obtain certificates of insurance from any subcontractor otherwise the Seller acknowledges that any and all coverage is afforded to the subcontractor by the Seller's insurance policies and is not the responsibility of the District.

2.8 **STANDARDS FOR QUALITY AND WORKMANSHIP.** All materials, equipment, and supplies furnished by the Seller for permanent incorporation into the equipment will be new and of quality standards specified. Workmanship will be first class and the finished product equal to the best-accepted standards. It is the District's intent to obtain a high-quality equipment that will operate and function with least maintenance costs.

2.9 **GUARANTEE/WARRANTY.** The Seller must supply a minimum of a one (1) year manufacturer's warranty on all major components and defective items. Such warranty is applicable to all equipment, materials and installation thereof furnished by the Seller and will cover defective workmanship, mechanical and physical defects, leakage, breakage and failure under normal operation. The Seller shall repair or replace items determined to be defective within the (1) year warranty period; and under such circumstances, the warranty period shall be reset for another one (1) year term commencing upon the successful completion of the repair or replacement.

2.10 **MANUFACTURER'S NAME AND APPROVED EQUIVALENTS.** Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item as determined by the District. If bids are based on equivalent products, indicate on the Bid Response Form the manufacturer's model and model number. The bidder will explain in detail the reason(s) the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids which do not comply with these requirements are subject to rejection.

- 2.11 STAFF AND EQUIPMENT.** If at any time before the commencement or during the progress of the work, staffing levels or equipment appear to the District to be insufficient, inefficient or inappropriate to secure the quality of work required, or the proper rate of progress, the District may order the Seller to increase their efficiency, to improve character, to augment its number of staff or equipment, as the case may be to conform with the Agreement and such order. The failure of the District to demand such increase of efficiency will not relieve the Seller of its obligation to secure the quality of work and the rate of progress necessary to complete the work within the time required by the Agreement and to the satisfaction of the District.
- 2.12 PURCHASES BY OTHER PUBLIC AGENCIES.** With the consent and agreement of the Seller, purchases may be made under this RFB by other governmental agencies or political subdivisions within the State of Florida. Such purchases will be governed by the same terms and conditions stated herein.

PART III – SCOPE AND SPECIFICATIONS

3.1 SCOPE. It is the purpose of this RFB to obtain a firm fixed five (5) year term price for the lease of two production printers and a wide format printer (plotter) for the printshop to include all expenses described in Paragraph 2.1, Bid Price, of this RFB. The District does not guarantee any minimum or maximum quantities under this RFB.

3.2 EQUIPMENT SPECIFICATIONS. The bidder will provide documentation to include descriptive literature and/or complete specifications evidencing the following requirements. References to literature submitted in a previous response to a District Request for Bids will not satisfy this provision.

The machines shall be two production printers and a wide format printer (plotter) with the minimum specifications equivalent to or better than the following:

3.2.1 Production Printer #1 Minimum Configuration/Specifications

- 95 ppm (pages per minute) with ability to scan and copy;
- 6,000 sheet capacity with at least 2 vacuum fed drawers;
- Resolution of 2400 x 4800 dpi;
- Stapling capability of 80 pages;
- In line GBC Streampunch ultra (or equivalent) with 3-hole punch and 19-hole dies included;
- Ability to print and insert tabs into given job using EFI Compose or equivalent;
- Ability to do in-line booklets with features that include up to 50 signatures (200 page readable), 3 sided trim capabilities (face and crease), square back, and separate cover feed;
- In-line operation of the booklet maker;
- Fiery controller technology utilizing the FS300 Pro Platform with integrated stand with keyboard monitor and mouse with Windows 10;
- Include 2 Impose and 2 Compose licenses at each Fiery (1 license at Fiery and 1 license at operator PC);
- Include one instance of Color Profiler Suite version 4.0 with 1 ES2000;
- Ability to run up to 12 x 18 pressure sensitive labels and 10 mil synthetic paper (eg. Polyester);
- Ability to run NCR stock (utilizing 3 part excel one stock; part #16602).

3.2.2 Production Printer #2 Minimum Configuration/Specifications

- 95 ppm (pages per minute) – print only;
- 10,000 sheet capacity with at least 4 vacuum fed drawers;
- Resolution of 2400 x 4800 dpi;
- Stapling capability of 80 pages;
- In line GBC Streampunch ultra (or equivalent) with 3-hole punch and 19-hole dies included;
- Ability to print and insert tabs into given job using EFI Compose or equivalent;

- Ability to do in-line booklets with features that include up to 50 signatures (200 page readable), 3 sided trim capabilities (face and crease), square back, and separate cover feed;
- In-line operation of the booklet maker;
- Fiery controller technology utilizing the FS300 Pro Platform with Windows 10;
- Include 1 impose and 1 compose license (license at other operator PC);
- Ability to run up to 12 x 18 pressure sensitive labels and 10 mil synthetic paper (eg. Polyester);
- Ability to run NCR stock (utilizing 3 part excel one stock; part #16602).

3.2.3 Color Plotter

- 44" full color engineering plotter with copy and scan capabilities;
- Ability to have 2 rolls of paper online all the time;
- Ability to have genuine Postscript Level 3 capabilities.

3.3 Machine Delivery/Warranty/Operator Training

- Shall be delivered to Brooksville, Florida within 90 days of issuance of the Purchase Order.
- Operator training shall be provided by the Vendor at the District Headquarters in Brooksville, Florida within seven (7) days after delivery covering all equipment, including general copy skills, and detailed features.
- Seller shall submit a sample of all manufacturer warranty documentation with the submittal of their Bid Response form along with an estimated response time after notification of required services.
- Manufacturer's warranties must be provided upon delivery of the machines.

3.4 Service and Supplies

- All machines shall include a "like-for-like" replacement provision.
- The agreement shall include full service with a 4 hour response time for service calls.
- Vendor to provide supplies and parts for all covered equipment (excluding paper).
- Vendor to provide detailed service history and equipment performance upon request.
- Vendor to include an operator replaceable maintenance items include a spare fuser.
- Vendor to include operator replaceable units on site including fusers, toner, etc.
- Vendor to include parts, toner, staples, and labor with the machines.
- Vendor to include delivery or parts with no shipping fees.
- Vendor to provide a monthly invoice for all equipment itemized per machine.
- Vendor to include a single click agreement (same price per page regardless of size).

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PART IV – BID RESPONSE

4.1 BASIS FOR AWARD OF AGREEMENT. The District will award the agreement to the lowest responsive, responsible bidder. The District does not bind itself to accept the minimum specifications stated in this RFB but reserves the right to accept any bid that, in the judgment of the District, will best serve the needs and the interest of the District. Responsive bids must contain all of the following elements at the time of submittal. Failure to include in whole or in part any one of the following requirements may be grounds for rejection of the bid as non-responsive.

4.1.1 SATISFACTORY REFERENCES. Bid references must be provided with your bid response as identified in Paragraph 1.13, References.

4.1.2 ACKNOWLEDGMENT OF ADDENDA. Bidder must acknowledge receipt of all written Addenda and Questions and Answers issued for this RFB on the Bid Response Form (Attachment 1).

4.1.3 SUBMITTALS. Bidder must submit its standard Lease Agreement as required under Section 2.3, Lease Agreement, and the documentation required under 3.2, Equipment Specifications.

4.1.4 COMPLETION OF ALL BID DOCUMENTS. All bid documents and forms included in Subparagraph 4.1.4.1 must be completely and accurately filled out and submitted with the bid response. Failure to do so could result in rejection of the bid as non-responsive.

4.1.4.1 Bid and Contract forms required with bid submission:

- Attachment 1 - Bid Response Form
- Attachment 2 - Reference Form
- Attachment 3 - Public Entity Crimes Statement
- Attachment 4 - Certification Regarding Drug-Free Workplace Requirements
- Attachment 5 - Purchase Order Terms and Agreements

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**ATTACHMENT 1
BID RESPONSE FORM
FOR
Print Shop Printers and Plotter
BID NUMBER RFB 1915**

The bidder agrees to furnish and to deliver as indicated, FOB destination point at 2379 Broad Street, Brooksville, Hernando County, Florida, for the prices quoted thereon as follows:

Firm fixed prices based on a five (5) year fixed term lease will be stated and include all equipment and all items referenced in Section 2.1, Bid Price.

BID RESPONSE				
BID ITEM	DESCRIPTION	Fixed Price per Year	Years	TOTAL PRICE
1	Production Printer #1 – Fixed Five Year Lease*		5	
2	Production Printer #2 – Fixed Five Year Lease*		5	
3	Color Plotter – Fixed Five Year Lease		5	
Base Bid (Items 1-3) Total:				
<p>Total Base Bid in Words (Type or Clearly Print):</p> <p>* Vendor to include single click agreement (same price per page regardless of size). The single click agreement is to contain 42,500 color copies per month (per machine), with overages billed separately. Black and white usage billed separately as usage only.</p>				

Manufacturer/Model of Production Machine #1:

Manufacturer/Model of Production Machine #2:

Manufacturer Model of Color Plotter:

State anticipated number of days for delivery after receipt of order (ARO). _____

ATTACHMENT 1 (Cont.)

BID RESPONSE FORM FOR Print Shop Printers and Plotter BID NUMBER RFB 1915

The undersigned bidder has carefully read this Request for Bids (RFB) and its provisions, terms and conditions covering the equipment, materials, supplies or services as called for, and fully understands the requirements and conditions. The bidder certifies that this bid is made without prior understanding, agreement, or connection with any corporation, firm, entity, or person submitting a bid for the same goods/services (unless otherwise specifically noted), and is in all respects fair and without collusion or fraud. The bidder agrees to be bound by all the terms and conditions of this RFB and certifies that the person signing this bid is authorized to bind the bidder. The bidder agrees that if bidder is awarded this RFB, bidder will provide the services as stipulated.

The undersigned bidder certifies that the Attachment 2, Mandatory Information Form, information provided is true and correct to the best of his/her knowledge.

The undersigned bidder has also carefully read any Addenda and Questions and Answers issued for this RFB. (Addenda and Questions and Answers are available at the District's Procurement Website www.watermatters.org/procurement and www.demandstar.com. Each Bidder is responsible for reviewing these documents and listing their numbers below.)

Addenda Number: ___ ___ ___ ___ ___ ___ ___ ___ ___ ___

Questions and Answers Set Number: ___ ___ ___ ___ ___ ___ ___ ___ ___

☐ Bidder has not been debarred by a political agency within the State of Florida.

Bidder Name (Company Name as Contained on Corporate Seal)

Mailing Address City State Zip Code

Physical Address City State Zip Code

Telephone Number Fax Number Email Address

Authorized Signature Date Print/Type Name and Title

Upon award of the contract to the bidder and execution of this Bid Response Form by the District, the contract for RFB 1915, Printer Shop Printers and Plotter, will be effective and binding upon both parties and will consist of this RFB, including all its terms, conditions and addenda, and the bidder's Bid Response.

IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this RFB on the day and year set forth next to their signatures below.

BIDDER: _____ SOUTHWEST FLORIDA WATERMANAGEMENT DISTRICT

By: _____
Authorized Agent for Company Date

By: _____
Amanda Rice Date
Assistant Executive Director

(Type/print name and title)

**ATTACHMENT 2
BID NUMBER RFB 1912
REFERENCE FORM
(WILL BE RETURNED WITH BID RESPONSE)**

Bidder must provide a minimum of three (3) references, other than the District, that meet the requirements below.

Bidder must demonstrate Bidder's specific sales of equipment similar to the requirements set forth in subsection 3.2 of this RFB, locations and contact information to whom the equipment was sold must be provided.

- Sales within the last five (5) years.
- Similar to the requirements of this RFB.

Bidder Name _____

1. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Equipment Sold: _____

2. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Equipment Sold: _____

3. Business Name: _____

Contact Person: _____

Address: _____

Phone No.: _____

Overview of Equipment Sold: _____

**ATTACHMENT 3
PUBLIC ENTITY CRIMES STATEMENT**

**Sworn Statement Under Section 287.133(3)(a),
Florida Statutes, on Public Entity Crimes**

This Statement must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to Southwest Florida Water Management District by

(print individual's name and title)

for

(print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is _____(if the entity has no FEIN, include the Social Security number of the individual signing this sworn statement):

2. I understand that a "public entity crime" as defined in Section 287, 1 33(l)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287. 133(l)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287. 1 33(l)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. [indicate which statement applies]

- I understand that the submission of this form to the contracting officer for the public entity identified in paragraph (1) above is for the public entity only and, that this form is valid through December 31 of the calendar year in which it is filed. I also understand that I am required to inform the public entity prior to entering into a contract in excess of the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY TWO of any change in the information contained in this form.

STATE OF FLORIDA COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 201__
by _____ as _____
of _____, a _____ corporation, on behalf of
the corporation. He/she is personally known to me or has produced _____ as identification.

Name typed/printed: _____

Notary Public, State of Florida Commission No: _____

My Notary Commission Seal:

ATTACHMENT 4

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Bidder certifies that it will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Bidder's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace.
 - 2.2 The Bidder's policy of maintaining a drug-free workplace.
 - 2.3 Any available drug counseling, rehabilitation, and employee assistance programs.
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the work be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the bid, the employee will:
 - 4.1 Abide by the terms of the statement.
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the District in writing, within ten calendar days after receiving notice under subparagraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every Federal agency on whose activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 6 above.

The Bidder may insert in the space provided below the site(s) for the performance of work done in connection with this specific bid:

Place of Performance (Street address, city, county, state, zip code)

Company: _____

By: _____

Signature of Authorized Representative

Date

ATTACHMENT 5 PURCHASE ORDER TERMS AND CONDITIONS

This Purchase Order issued by the Southwest Florida Water Management District (District) constitutes a binding contract under the terms and conditions contained herein and on attachments hereto when accepted by the Vendor/Contractor named on this Purchase Order, either by acknowledgement or by shipment or by commencement of work.

1. Vendor/Contractor will allow public access to documents and materials made or received by Vendor/Contractor in connection with this transaction in accordance with the Public Records Act, Chapter 119, Florida Statutes (F.S.).
2. All invoice must include this Purchase Order number and be mailed to the "Bill To" address on the face of this Purchase Order. Payment will be made in accordance with the Local Government Prompt Payment Act, Part VII of Chapter 218, F.S. upon receipt of a properly documented invoice with sufficient detail to satisfy audit reviews. If necessary for audit purposes, the Vendor/Contractor shall provide additional supporting information as required to document invoices. The District's payment and performance under this Purchase Order are contingent upon the District's Governing Board appropriating funds.
3. Time is of the essence. This Purchase Order may be terminated by the District without cause by providing ten (10) days written notice to the Vendor/Contractor. If Vendor/Contractor fails to comply with any provision of this Purchase Order, the District will provide Vendor/Contractor with written notice of default and Vendor/Contractor will have ten (10) calendar days, or such other time as stated in the notice, to cure the default. If the default is not cured within the stated timeframe, this Purchase Order will terminate and the District will be entitled to recover re-procurement costs, attorneys' fees and costs, and any other expenses and costs incurred by the District. The District reserves the right to cancel this Purchase Order or any part hereof, without obligation, if Vendor/Contractor fails to complete delivery or performance within the specified time period. The rights and remedies in this paragraph are in addition to any other rights and remedies provided by law or under this Purchase Order. The District's waiver of any obligation of Vendor/Contractor will not be construed as the District's waiver of any other obligation of Vendor/Contractor.
4. Vendor/Contractor agrees to indemnify and hold harmless the District and all District agents, employees and officers from and against all liabilities, claims, damages, expenses or actions, either at law or in equity, including attorneys' fees and costs and attorneys' fees and costs on appeal, caused or incurred, in whole or in part, as a result of any act or omission by the Vendor/Contractor, its agents, employees, subcontractors, assigns, heirs or anyone for whose acts or omissions any of these persons or entities may be liable during Vendor/Contractor's performance under this Purchase Order. Vendor/Contractor also agrees to defend all actions or claims brought against the District and hold harmless the District from all losses, costs or damages related to actual or alleged infringement of any patent, trademark or copyright. Vendor/Contractor's obligations contained in this paragraph will survive acceptance of the goods or services by the District.
5. Vendor/Contractor agrees to comply with all applicable federal, state and local laws relating to performance under this Purchase Order. The Vendor/Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, handicap, disability, marital status or national origin.
6. All aspects of this Purchase Order are subject to and governed by Florida laws, including without limitation, Section 768.28, F.S., and the provisions of the Uniform Commercial Code, Chapters 671 and 672, F.S. Any dispute arising from or related to this Purchase Order will be resolved in a court of competent jurisdiction in the State of Florida and venue will lie in Hernando County.
7. In accordance with Sections 287.133(2)(a) and 287.134(2)(a), F.S., Vendor/Contractor warrants that it is not currently on the convicted vendor list or the discriminatory vendor list, it has not been placed on a convicted vendor list in the past 36 months, and agrees to notify the District if placement on either of these lists occurs. If subcontracting is allowed under this Purchase Order, Vendor/Contractor agrees to include this provision in all subcontracts issued as a result of this Purchase Order.
8. Vendor/Contractor providing services to the District will obtain and maintain commercial general liability insurance, vehicle liability insurance, and workers' compensation coverage to the District's satisfaction. Vendor/Contractor will also require the same insurance from any subcontractor; otherwise such coverage will be afforded to the subcontractor by the Vendor/Contractor's insurance policies. Such insurance will be available for District review upon request.

9. Unless otherwise provided herein, no party may assign or delegate any of its rights and obligations under this Purchase Order, voluntarily or involuntarily, whether by merger, consolidation, dissolution, operation of law, or any other manner without the prior written consent of the other party and the parties agree that any unauthorized assignment is null and void.
10. This Purchase Order constitutes the entire agreement between the parties and any changes must be mutually agreed to in writing by authorized representatives of the parties. This Purchase Order shall be binding upon and inure to the benefits of the parties hereto and their respective heirs, successors, assigns, executors, administrators, and legal representatives where permitted.
11. All materials, drawings or other items provided by the District to Vendor/Contractor will remain the property of the District and will be returned to the District upon demand. All containers, reels or pallets shipped with goods by Vendor are to remain the property of the District unless otherwise agreed.
12. Materials will be properly packaged and marked with the Purchase Order number.
13. Inspection of items will be made at the destination, unless otherwise specified, and before payment is due. The District reserves the right to reject any goods which are defective or not in accordance with specifications as to quality or performance. Title to property passes only after inspection and acceptance by the District. Rejected materials will be returned to the Vendor at the Vendor's risk and expense.
14. All prices must be F.O.B. destination unless otherwise agreed in writing by the District. Where a specific purchase is negotiated F.O.B shipping point, the Vendor will prepay shipping charges and include them on the invoice.
15. Quantities and prices specified herein are not to be exceeded unless authorized in writing in accordance with paragraph 10 of this Purchase Order. The Vendor's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified herein without the express written authorization of the District.
16. Vendor agrees to furnish the District with a current Material Safety Data Sheet (MSDS) on or before delivery of each and every hazardous chemical or substance purchased. Appropriate labels and MSDSs shall be provided for all shipments.
17. Vendor warrants that the goods will conform to the specifications, drawings, and descriptions listed in the offering document or the sample(s) furnished.

SERVICES - ADDITIONAL TERMS AND CONDITIONS

18. The Contractor will perform as an Independent Contractor and not as an employee, representative or agent of the District. If subcontracting is permitted under this Purchase Order, nothing herein will be construed to create or be implied to create, any relationship between the District and any subcontractor of Contractor.
19. The Contractor, upon request, will permit the District to examine or audit all records and documents related to the services performed under this Purchase Order during or following completion of the services. The Contractor will maintain all such records and documents for at least five (5) years following completion of the services and final payment by the District.
20. All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Purchase Order with District funds or developed in connection with this Purchase Order will be and will remain the property of the District.
21. In the event of any national, state or local emergency which significantly affects Vendor/Contractor's ability to perform, such as hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies beyond the control of the Vendor/Contractor such as labor strikes or riots, then the Vendor's/Contractor's obligation to complete said work within the time frames required by this Purchase Order will be suspended for the period of time the condition continues to exist. The foregoing will constitute the Vendor/Contractor's sole remedy or excuse with respect to the delay and no claim for damages, other than for an extension of time, will be asserted against the District.

ALTERNATIVE TERMS AND CONDITIONS

If Vendor/Contractor is a public entity, the following provision shall replace paragraph 4 of this Purchase Order:

22. Each party hereto agrees to indemnify and hold the other harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and expense, including attorney fees and costs and attorney fees and costs on appeal, arising from the negligent acts or omissions of the indemnifying party's officers, employees, Contractors and agents related to its performance under this Agreement. This provision does not constitute a waiver of either party's sovereign immunity or any lawful defenses or extend either party's liability beyond the limits established in Section 768.28, F.S. The obligations contained in this paragraph will survive acceptance of the goods or services by the District.

23. The District expects the Contractor to make good faith efforts to ensure that disadvantaged business enterprises, which are qualified under either federal or state law, have the maximum practicable opportunity to participate in contracting opportunities under this Purchase Order. Invoice documentation submitted to the District under this Purchase Order must include information relating to the amount of expenditures made to disadvantaged businesses by the Contractor in relation to this Purchase Order, to the extent the Contractor maintains such information.

If Contractor is a design professional under 725.08, F.S., the following provision shall replace paragraph 4 of this Purchase Order:

24. Contractor's liability is limited as provided in this Section 22. Contractor agrees to indemnify and hold harmless the District and all District officers and employees, from liabilities, damages, losses, and costs, either at law or in equity, including, but not limited to reasonable attorney fees and costs and attorney fees and costs on appeal, as a result of any negligent or reckless act or omission or any intentionally wrongful conduct by the Contractor and other persons employed or utilized by the Contractor in the performance of this Purchase Order in accordance with Section 725.08, F.S. Contractor's obligations contained in this paragraph will survive acceptance of the services by the District.