

HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
Purchasing Department

REQUEST FOR PROPOSALS

16-016

MANAGED PRINT SERVICES

7/31/16



TABLE OF CONTENTS

INVITATION.....	3
SECTION I. GENERAL TERMS AND CONDITIONS	4
SECTION II. LOCAL PREFERENCE POLICY	10
SECTION III. THE COUNTY’S RESERVATION OF RIGHTS.....	12
SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 16-016	13
SECTION V. GENERAL SPECIFICATIONS FOR RFP 16-016	14
SECTION VI. CURRENT PRINT ENVIRONMENT	16
SECTION VII. SCOPE OF WORK	20
SECTION VIII. PROPOSAL FORMAT CRITERIA AND PREPARATION.....	24
SECTION IX. FORMS.....	29
SECTION X. SAMPLE EVALUATION SCORE SHEET	33
SECTION XI. SELECTION PROCESS AND CRITERIA	34
SECTION XII. AWARD	34
SECTION XIII. CONTRACT NEGOTIATIONS AND EXECUTION.....	34
SECTION XIV. CONTINGENT FEES PROHIBITED	35
SECTION XV. TENTATIVE SCHEDULE.....	35
SECTION XVI. RFP CONTACT INFORMATION	36
SECTION XVII. REQUEST FOR INFORMATION (RFI) CUT-OFF.....	36



**HIGHLANDS COUNTY BOARD OF
COUNTY COMMISSIONERS**
Purchasing Department

REQUEST FOR PROPOSALS (“RFP”)

The Board of County Commissioners of Highlands County, Florida (“County”) will receive sealed Proposals in the Highlands County Purchasing Department (“Purchasing Department”) for:

RFP NO. 16-016 MANAGED PRINT SERVICES

Specifications may be obtained by downloading from our website: www.hbcc.net, or by contacting: Olimpia Lonsdale, Purchasing Analyst; 4320 George Boulevard, Sebring, Florida 33875-5803, Phone: 863-402-6525; Fax: 863-402-6735; or E Mail: olonsdal@hbcc.org.

A NON-MANDATORY PRE-PROPOSAL meeting will be held at 10 A.M. on Wednesday, August 10, 2016 at the County Engineering Training Room, 505 S. Commerce Ave., Sebring, FL 33870. The purpose of this meeting is to provide a forum where Proposers and County Staff can discuss the project. The Public is invited to attend this meeting.

Each submittal shall include one (1) original and three (3) exact paper copies and four (4) exact electronic copies (CD’s or thumb drives) of the Proposal submission packet.

PROPOSALS MUST BE DELIVERED to the Purchasing Department, 4320 George Blvd., Sebring, FL. 33875-5803 so as to reach said office no later than **2:00 P.M., Wednesday, October 5, 2016**, at which time they will be opened. The Public is invited to attend this meeting. Proposal envelopes must be sealed and marked with the Proposal number and name so as to identify the enclosed Proposal. Proposals received later than the date and time as specified will be rejected.

The County will not be responsible for the late deliveries of Proposals that are incorrectly addressed, delivered in person, by mail or any other type of delivery service.

One or more County Commissioners may be in attendance at the Proposal opening.

The Board’s Local Preference Policy (“Local Preference Policy”) will apply to the award of this RFP.

The County reserves the right to accept or reject any or all Proposals or any parts thereof, and the determination of this award, if an award is made, will be based on the ranking of each Proposal. The County reserves the right to waive irregularities in the Proposal.

The Board, does not discriminate upon the basis of any individual's disability status. This non-discrimination policy involves every aspect of the Board's functions, including one's access to, participation, employment or treatment in its programs or activities. Anyone requiring reasonable accommodation as provided for in the Americans with Disabilities Act or Section 286.26, Florida Statutes, should contact Mrs. Amanda Tyner, ADA Coordinator at: 863-402-6509 (Voice), or via Florida Relay Service 711, or by e-mail: atyner@hbcc.org. Requests for CART or interpreter services should be made at least 24 hours in advance to permit coordination of the service.

Board of County Commissioners, Highlands County, FL

www.hbcc.net

SECTION I. GENERAL TERMS AND CONDITIONS

- A. For purposes of this RFP, the following terms are defined as follows:
 - 1. Proposer means the person or entity submitting a Proposal in response to this RFP.
 - 2. Contractor means the Proposer who signs a contract with the County to perform the Scope of Work.
- B. All Proposals shall become the property of the County.
- C. Compliance with Florida Statutes Section 287.087, on Drug Free Workplace, Section 287.133(2)(a), on Public Entity Crimes, and Section 287.134, on Discrimination, is required.

F.S. 287.087, Preference to businesses with drug free workplace programs:

In order to have a drug free workplace program, a business shall:

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6. Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

NOTE: PLEASE INCLUDE YOUR "DRUG FREE" STATUS AS PART OF THE GENERAL COMMENTS IN YOUR PROPOSAL OR WHERE INDICATED ON THE PROPOSAL FORM.

F.S. 287.133, Public entity crime; denial or revocation of the right to transact business with public entities:

(2)(a) 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, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies 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, Florida Statutes for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F.S. 287.134, Discrimination; denial or revocation of the right to transact business with public entities:

(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract or provide goods and services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit bids proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and may not transact business with a public entity.

- D. Proposals are due and must be received in accordance with the instructions given in the announcement page.
- E. The County will not reimburse Proposers for any costs associated or expenses incurred in connection with the preparation and submittal of any Proposal.
- F. Proposers, their agents and associates shall not solicit any County Official and shall not contact any County Official other than the individual listed in Section XVI of this RFP for additional information and clarification.
- G. Due care and diligence has been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the services required rests solely with those submitting a Proposal. Neither the County nor its representatives shall be responsible for any error or omission in the Proposals submitted, nor for the failure on the part of the Proposers to determine the full extent of the exposures.
- H. All timely Proposals meeting the specifications set forth in this RFP will be considered. However, Proposers are cautioned to clearly indicate any deviations from these specifications. The terms and conditions contained herein are those desired by the County and preference will be given to those Proposals in full or substantially full compliance with them.

- I. Each Proposer is responsible for full and complete compliance with all laws, rules and regulations including those of the Federal Government, the State of Florida and the County of Highlands. Failure or inability on the part of the Proposer to have complete knowledge and intent to comply with such laws, rules, and regulations shall not relieve any Proposer from its obligation to honor its Proposal and to perform completely in accordance with its Proposal.
- J. The County, at its discretion, reserves the right to waive minor informalities or irregularities in any Proposals, to reject any and all Proposals in whole or in part, with or without cause, and to accept that Proposal, if any, which in its judgment will be in its best interest.
- K. Award will be made to the Proposer whose Proposal is determined to be the most advantageous to the County, taking into consideration those Proposals in compliance with the requirements as set forth in this RFP. The County reserves the right to reject any and all Proposals for any reason or make no award whatsoever or request clarification of information from the Proposers.
- L. Any interpretation, clarification, correction or change to this RFP will be made by written addendum issued by the Purchasing Department. Any oral or other type of communication concerning this RFP shall not be binding.
- M. Proposals must be signed by an individual of the Proposer's organization legally authorized to commit the Proposer to the performance of services contemplated by this RFP.
- N. Unless otherwise stated in the specifications, the following Insurance Requirements will be included in the contract and must be met before delivery of goods and performance of services:
 - 1. Workers' Compensation Insurance: The Contractor shall have and maintain workers' compensation insurance for all employees for statutory limits in compliance with the law of the State of Florida and federal laws. The policy must include Employer' Liability with a limit of \$100,000 each accident, \$100,000 each employee, \$500,000 policy limit for disease.
 - 2. Commercial General Liability Insurance: Occurrence Form Required: The Contractor shall have and maintain commercial general liability (CGL) insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the work performed pursuant to this RFP in the amount of \$1,000,000. Products and completed operations aggregate shall be \$1,000,000. CGL insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Fire damage liability shall be included at \$100,000.
 - 3. Commercial Automobile Liability Insurance: The Contractor shall have and maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any

auto (including owned, hired, and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

4. Professional Limited Liability Insurance: The Contractor shall have and maintain professional liability insurance with a limit not less than \$1,000,000 per occurrence. If coverage is provided on a claims-made basis, the retroactive date shall be prior or equal to the effective date of any contract with the County. The coverage shall be renewed or include a "tail" or discovery, or continuous renewal of coverage for a period of three (3) years following the termination of the contract entered into in connection with this RFP.
5. Special Requirements / Evidence of Insurance:
 - a. A copy of the Proposer's current certificate of insurance MUST be provided with the Proposal submitted in response to this RFP. A formal certificate shall be provided upon announcement that a Proposer has been awarded the work as called for in this RFP. The Certificate(s) shall be signed by a person authorized by that insurer to bind coverage on its behalf. All Certificates of Insurance must be on file with and approved by the County before commencement of any work activities. The formal insurance certificate shall also comply with the following:
 - (1) "Highlands County, a Political Subdivision of the State of Florida and its Elected Officials, its Agents, Employees, and Volunteers" shall be named as an "Additional Insured" on all policies except Worker's Compensation and Professional Liability.
 - (2) Contractor shall deliver written notice to the County by overnight delivery return receipt requested, hand delivery or confirmed facsimile thirty (30) days prior to giving or within three (3) days after receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.
 - (a) In the event the insurance coverage expires prior to termination of the contract entered into in connection with this RFP, a renewal certificate shall be issued 30-days prior to said expiration date.
 - (b) Such notification will be in writing by registered mail, return receipt requested, and addressed to the County Purchasing Manager, 4320 George Blvd., Sebring, FL 33875-5803.
 - b. It should be remembered that these are minimum requirements, which are subject to modification in response to high hazard operations.
 - c. The policies of insurance shall be written on forms acceptable to the County and placed with insurance carriers authorized by the Insurance Department in the State of Florida and meet a minimum financial AM Best company rating of no less than "A-Excellent: FSC VII.
 - d. The Contractor shall hold the County, its agents and employees, harmless on account of claims for damages to persons, property or premises arising out of the services performed to in connection with this RFP. The County reserves the right to

require Contractor to provide and pay for any other insurance coverage the County deems necessary, depending upon the possible exposure to liability.

- e. All policies must include Waiver of subrogation; any liability aggregate limits shall apply "Per Jobsite"/Per Job Aggregate. All liability insurance except Professional Liability shall be Primary and Non-Contributory. Certificate of Insurance shall confirm in writing that these provisions apply.

6. Notice Requirements: The Contractor shall provide notification to County by overnight delivery return receipt requested, hand delivery, or confirmed facsimile within three (3) days after giving or receiving notice of cancellation, modification, non-renewal, or any other lapse in coverage of any required insurance policies.

- O. The following "Statement of Indemnification" will be incorporated in the contract entered into in connection with this RFP.

Contractor shall, in addition to any other obligation to indemnify the County and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the County, its elected officials, employees, agents, and volunteers from and against all claims, actions, liabilities, losses (including economic losses), costs, including attorneys' fees and all costs of litigation, and judgments of every name and description arising out of or incidental to the performance of this Agreement or work performed under or related to this Agreement, unless caused by the sole negligence of the County, its elected officials, employees, agents, or volunteers. Any cost or expenses, including attorney's fees (including appellate, bankruptcy or patent counsel fees), incurred by the County to enforce this Indemnification shall be borne by the Contractor. This Indemnification shall also cover all claims brought against the County, its elected officials, employees, agents, or volunteers by any employee of the Proposer. The Contractor's obligation under this Indemnification shall not be limited in any way to the agreed upon Agreement price as shown in this Agreement or the Contractor's limit on or lack of sufficient insurance protection. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Indemnification shall survive indefinitely.

- P. All pages included in or attached by reference to this RFP shall be called and constitute the Request for Proposals as stated on the front page of this RFP.
- Q. If submitting a Proposal for more than one RFP, each Proposal must be in a separate envelope and correctly marked. Only one Proposal per RFP shall be accepted from any person, corporation or firm. Modifications will not be accepted or acknowledged.
- R. Each Proposal must contain proof of enrollment in E-Verify. Minority Owned and Women Owned businesses must submit a copy of the certificate to receive credit.

- S. Board policy prohibits any County employee or members of their family from receiving any gift, benefit, and/or profit resulting from any contract or purchase. Board policy also prohibits acceptance of gifts of any kind other than advertising novelties valued less than \$10.00
- T. Proposals are only accepted if delivered to the location and prior to the time specified on the RFP. Proposals must be delivered in sealed envelope or box. Late Proposals will not be accepted under any circumstances. If Proposals received after the scheduled time of the Proposal Opening Meeting, the Proposer will be contacted for disposition. The Purchasing Department, at the Proposer's expense, can return the unopened envelope, or, at the Proposer's request in writing, can destroy it.
- U. Emailed and faxed Proposals will not be accepted. Any blank spaces on the required Proposal form or the absence of required submittals or signatures may cause the Proposal to be declared non-responsive.
- V. The County is not responsible for correcting any errors or typos made on the Proposal. Incorrect calculations or errors may cause the Proposal to be declared non-responsive.
- W. The Proposer shall comply with the Florida Sales and Use Tax Law as it may apply to the contract. The quoted amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful Proposer and its material suppliers.
- X. Any material submitted in response to this RFP will become public record pursuant to Section 119, Florida Statutes.
- Y. In the event of legal proceedings to enforce the terms of a contract entered into in connection with this RFP, the prevailing party will be entitled to legal fees. Venue is in Highlands County, Florida.
- Z. If any Proposer violates or is a party to a violation of the code of ethics of the County or the State of Florida, with respect to this RFP, such Proposer may be disqualified from performing the work described in this RFP or from furnishing the goods or services for which this RFP is issued and shall be further disqualified from bidding on any future requests for work, goods or services for the County.

-END OF SECTION-

SECTION II. LOCAL PREFERENCE POLICY
BOARD ADOPTED PURCHASING MANUAL 08/13/2002
APPROVED 09/23/2008
SECTION 2 – POLICIES
ADDITION OF SUBSECTION 110 “LOCAL PREFERENCE”

110 Local Preference
110.10 Allowance of a Local Preference.....2.7

110.10 Intent and Purpose

The intent and purpose of the Highlands County Local Preference in Purchasing is to establish a written policy that allows the authorized purchasing authority of the County to give a preference to local businesses.

110.20 Acknowledgements

Any type of procurement done by the [County](#) staff to which the provisions of this subsection are being applied will contain a statement that a local preference will be used in the evaluation and award of that purchase.

110.30 Preference in Bidding

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures, the authorized purchasing authority of the County will give a preference to local businesses in making such purchases or awarding such contracts, in an amount of five (5) percent of the total purchase price under \$250,000.00; four (4) percent from \$250,000.00 to less than \$1,000,000.00; three (3) percent from \$1,000,000.00 to less than \$2,000,000.00; and two (2) percent for purchases \$2,000,000.00 and over with a maximum cost differential that shall not exceed \$80,000.00. For purposes of this subsection “total purchase price” shall include the base bid and all alternatives or options to the base bid which are being awarded by the authorized purchasing authority of the County.

110.40 Preference in (RFP) Requests for Proposals

In purchasing, or contracting for procurement of, tangible personal property, materials, contractual services, and construction of improvements to real property or existing structures for which a request for proposals is developed with evaluation criteria, a local preference of not more than five (5) percent of the total score will be assigned for a local preference. Based upon analysis of the market place for each project, staff shall make a determination for inclusion of a local preference in the criteria for consideration for each request for proposal.

110.50 Notice

All procurement documents including but not limited to bid documents and request for proposal documents shall include a notice to vendors of the County’s Local Preference Policy.

110.60 Local Business Definition

For purposes of this subsection, "local business" shall mean a business which:

- (1) Has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotations, competitive bids or request for proposals by the County; and
- (2) Holds any business license required by the County, and/or, if applicable, the Municipalities; and
- (3) Employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

110.65 Certification

Any vendor claiming to be a local business as defined by Section [2.110.60 of this Manual](#), shall deliver a written certification to the County Purchasing Department. The certification shall certify that the business is a "local business" as that term is defined in Section 2.110.60 of this Manual, shall provide all necessary information establishing that fact, and shall be signed under penalties of perjury. It is also the responsibility of any vendor claiming to be a local business, as defined by Section 2.110.60 [of this Manual](#), to include a copy of its certification in its bid or proposal. The Purchasing Department shall be required to verify the accuracy of any such certifications when determining whether a vendor meets the definition of a "local business."

110.70 Exceptions to Local Preference Policy

(a) The procurement preference set forth in this policy shall not apply to any of the following purchases or contracts:

- (1) Goods or services provided under a cooperative purchasing agreement or interlocal agreement;
- (2) Contracts for professional services procurement of which is subject to the (CCNA) Consultants' Competitive Negotiation Act or subject to any competitive consultant selection policy or procedure adopted by or utilized by the Board of County Commissioners;
- (3) Purchases or contracts which are funded, in whole or part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of that preference;
- (4) Purchases made or contracts let under emergency or noncompetitive situations or for litigation related legal services.

(b) Application of local preference to a particular purchase, contract, or category of contracts for which the Board of County Commissioners is the awarding authority may be waived upon written justification and recommendation by the County Administrator, Assistant County Administrator or General Services Purchasing Director.

(c) The local preference established in this policy does not prohibit or lessen the right of the Board of County Commissioners and General Services Purchasing staff to compare quality or fitness for use of supplies, materials, equipment, and services proposed for purchase and to compare qualifications, character, responsibility, and fitness of all persons and entities submitting quotations, bids or proposals.

(d) The local preference established in this policy does not prohibit the Board of County Commissioners from giving any other preference permitted by law, in addition to the local preference authorized in this policy.

110.75 Application and Enforcement of Preference Policy

- (a) The local preference established in this policy shall apply to new quotations, contracts and procurements solicited after the effective date of [this](#) policy.
- (b) This policy shall be implemented in a fashion consistent with otherwise applicable County purchasing policies and procedures.

110.80 Promulgation of Rules

- (a) The County Administrator, Assistant County Administrator, or General Services Purchasing Director are hereby authorized to adopt administrative rules supplemental to the provisions of this policy as deemed necessary and appropriate to implement the provisions of this policy.
- (b) The provisions of this policy and the rules adopted by the County Administrator, Assistant County Administrator, or General Services Purchasing Director shall be provided to potential bidders, vendors, and contractors to the widest extent practicable.

-END OF SECTION-

SECTION III. THE COUNTY'S RESERVATION OF RIGHTS

This RFP constitutes only as an invitation to submit a Proposal to the County. The County reserves, holds and may in its own discretion, exercise any or all of the following rights and options with respect to this RFP:

- A. To supplement, amend or otherwise modify this RFP, and to cancel this RFP with or without the substitution of another Invitation to Bid (ITB) or Request for Proposals (RFP).
- B. To issue additional subsequent ITBs or RFPs.
- C. To reject all incomplete / non-responsive Proposals, or Proposals with errors.
- D. The County reserves the right to determine, in its sole discretion, whether any aspect of the submitted Proposals is satisfactory to meet the criteria established in this RFP, the right to seek clarification and/or additional information from any submitting Proposer.
- E. The County also reserves the right to modify the Scope of Work to be performed.
- F. The County shall have no liability to any Proposer for any costs or expenses incurred in connection with the preparation and submittal of a Proposal in response to this RFP.
- G. If the County believes that collusion exists among Proposers, all Proposals will be rejected.

-END OF SECTION-

SECTION IV. ADDITIONAL TERMS AND CONDITIONS FOR RFP 16-016

A. ADDENDUMS:

In this RFP the County has attempted to address most situations that may occur. However, should situations arise that are not addressed, they will be dealt with on a case by case basis, at the discretion of the County. If deemed necessary, the Purchasing Department will supplement this RFP document with Addendums. These Addendums will be posted on the County's website, www.hcbcc.net. It is the sole responsibility of the Proposer to check the website for Addendums. Proposers must acknowledge receipt of Addendums by completing the respective section on the Proposal Submittal Form.

B. AFFIRMATION:

By submitting a Proposal, the Proposer affirms that the Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; that the Proposer has not directly or indirectly induced or solicited any other person to submit a false or sham Proposal; that the Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal; and that the Proposer has not sought by collusion to obtain for him/herself/itself any advantage over other persons or over the County.

C. COUNTY EMPLOYEES / CONFLICT OF INTEREST:

All Proposers must disclose the name of any officer, director or agent who is also an employee of the Board. All Proposers must disclose the name of any Board employee who owns, directly or indirectly, any interest in the Proposer's business or any of its branches.

D. MISUNDERSTANDINGS:

The failure or omission of the Proposer to receive or examine any instruction or document, or any part of the specifications, or to visit the site and acquaint themselves as to the nature and location of the work (where applicable), the general and local conditions, and all matters which may in any way affect performance shall not relieve the Proposer of any obligation to perform as specified herein. The Proposer understands the intent and purpose thereof and their obligations and will not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this RFP, or because of any lack of information.

E. ASSIGNMENT OF CONTRACT:

The selected Proposer and the person designated by the Proposer to perform the services required by this RFP in its Proposal submitted in response to this RFP shall not assign, transfer, convey, sublet or sell any portion of any contract entered into in connection with this RFP unless permission is first given in writing by the County.

F. COMPLAINTS:

The contract will provide that complaints against the Contractor will be processed through the County Purchasing Department and are to be corrected within five (5) business days. Written response to the County Purchasing Manager is required. Failure to properly resolve complaints within five (5) business days may result in cancellation of the contract. Repeat complaints against the Contractor may result in termination of contract.

G. REQUEST FOR CHANGE OF RFP SPECIFICATIONS:

Requests for changes to specifications must be submitted for consideration in writing to the person identified in Section XVI of this RFP. Requests must be submitted by the RFI Cut-Off date stated in Section XVII of this RFP. The request will be evaluated by the Project Manager, and the County's response will be made in an Addendum.

H. EXCEPTIONS / ITEMS NOT IDENTIFIED IN THE SCOPE OF WORK:

Any modification to these specifications by a Proposer shall be an exception to the RFP and must be discussed in detail by the Proposer in its Proposal under "Exceptions / Items not Identified in Scope of Work", unless otherwise specified.

I. DOCUMENTATION RESULTING FROM SERVICES RENDERED:

The contract will prohibit the Contractor from publishing or releasing any information related to the requested services without prior written permission from the County. All reports, documents, resulting from the ensuing contract will remain the sole property of the County.

-END OF SECTION-

SECTION V. GENERAL SPECIFICATIONS FOR RFP 16-016

- A. PURPOSE: The Board hereby gives notice that it intends to award a contract to provide multi-functional copiers, selected supplies and provide maintenance as further specified in the Scope of Work.
- B. NON-MANDATORY PRE-PROPOSAL MEETING: As described on RFP 16-016 Invitation Sheet on page 3 of this RFP.
- C. PROPOSAL DUE DATE: As described on RFP 16-016 Invitation Sheet on page 3 of this RFP.
- D. PERFORMANCE OF SERVICES: The Contractor must perform all services required pursuant to this RFP.
- E. CONTRACT MANAGER: Mr. Thomas S. Haralson (Highlands County Clerk of Courts, CIO) ("Project Manager").

F. INSURANCE: As described in the General Terms and Conditions, subsection N of Section I of this RFP.

G. LOCAL PREFERENCE POLICY: The Local Preference Policy will be applied to this solicitation.

H. CONTRACT:

A written contract must be signed by the Proposer and the County prior to issuance of a purchase order. The contract shall be for a term of four (4) years but may be terminated by either Party upon ninety (90) days written notice to the other Party. Upon mutual agreement of the Parties, the contract may be extended for an additional term of four (4) years, subject to termination by either Party upon ninety (90) days written notice to the other Party, at a price to be negotiated by the Parties.

I. COMMENCEMENT OF WORK:

Work shall commence after execution of a contract by the County and a Proposer and delivery of purchase orders by the County.

J. CHANGE ORDER(S):

The Contractor must have approval from the County, in writing, prior to commencement of any work for which additional compensation or cost reimbursement would be sought by the Contractor.

K. PRICING:

Include pricing with your Proposal as provided in Section IX of this RFP. The Price Proposal shall include all travel, any labor (including preventative maintenance, service call, installation and removal), equipment, materials, shipping, packaging, handling, any overhead cost, hardware, software, and software updates required to accomplish the Scope of Work as detailed by Section VII of this RFP. Any and all items which may be invoiced (charges, surcharges, fees, etc...) shall be disclosed in the Proposer's Proposal.

L. INVOICING / COMPENSATION:

The Proposer shall submit a proposed schedule for invoicing. Each invoice shall be submitted within thirty (30) calendar days after each machine's satisfactory installation. Invoices shall be submitted separately for each machine serviced. Invoices shall be submitted to the County Department requesting service in sufficient detail to ensure compliance with the contract. Payment(s) shall be made in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., Florida Statutes.

M. FAILURE TO PERFORM:

The Contractor shall be prepared to start work no more than thirty (30) calendar days after Board approval of the contract signed by the Contractor and issuance of a purchase order. Failure to satisfactorily complete the work as scheduled may result in written notice to the Contractor terminating its right to proceed as to the whole or any part of the contract. Should the Contractor be unable to or refuse to supply service on any day of the predetermined schedule to which the Contractor has agreed and the County performs the work with services or materials or services and materials bought from a different contractor, the difference in the amount paid to the new contractor for those services and materials and the Proposal price for those services and materials shall be deducted by the County as a set-off from the amounts otherwise payable by the County to the Contractor.

Contractor shall not, however, be responsible for delays in service due to:

1. Strikes
2. Acts of God
3. Fire

provided the Project Manager is notified in writing by the Contractor of such pending or actual delay. The County reserves the right to terminate the contract with 30 days written notice if the Contractor fails to comply with any of the provisions of the contract.

N. Any contract resulting from this RFP may also be used by any County governmental entity or organization, including the offices of the Highlands County Clerk of Courts, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector. In addition, Interlocal Agreements between the Board of County Commissioners, other State or County agencies, the Cities of Sebring and Avon Park, the Town of Lake Placid, and the Highlands County School Board, allow those entities to purchase goods and services through the County's contracts so long as such purchases will not interfere with the timely delivery of services to County in strict conformity with all specifications of its contracts. County reserves the right to direct Contractor to prioritize its delivery services to County ahead of delivery to other governmental entities purchasing under the contract resulting from this RFP.

-END OF SECTION-

SECTION VI. CURRENT PRINT ENVIRONMENT

The County currently uses Xerox multi-function equipment all through the County's offices. Thirty-five (35) machines with various capabilities are being used by our offices, and each unit's model number and lease end date is disclosed in the table below. Usage quantities do not include "desktop printers" owned by the County which are not currently on a lease program.

DEPARTMENT Approx. PAST USAGE (ea) /YEAR	CONTRACT EXP; YEAR/MONTH	SERIAL #	MODEL #	OPTIONS SELECTED
1. ADMINISTRATION Location: 600 S. Commerce Ave. Sebring, FL 33870 B/W copies: 74,408 Color: 40,052	2017 / 5	MX4-134337	W7855PT TANDEM	- 2/3 HOLE PUNCH - 1 LINE FAX - OFFICE FINISHER - STAPLER KIT
2. AG EXTENSION Location: 4509 George Blvd. Sebring, FL 33875 B/W copies: 99,069 Color copies: 39,078	2017 / 11	MX4-136501	W7855PT TANDEM	- 2/3 HOLE PUNCH - OFFICE FINISHER
3. ANIMAL CONTROL Location: 7300 Haywood Taylor Blvd. Sebring, FL 33876 B/W copies: 15,882 Color copies: 0	Month-to-month	VMA-568451	WC3550X	- NONE
4. BUDGET OFFICE Location: 600 S. Commerce Ave. Sebring, FL 33870 B/W copies: 103,812 Color copies: 31,015	2017 / 5	MX4-134395	W7855PT TANDEM	- 2/3 HOLE PUNCH - 1 LINE FAX - OFFICE FINISHER - STAPLER KIT - HIGH CAPACITY FEED
5. BUILDING DEPARTMENT Location: 501 S Commerce Ave. #1 Sebring, FL 33870 B/W copies: 19,870 Color copies: 5,631	2017 / 10	MX0-144286	W7830P PRINTER 3 TRAY	- 1 LINE FAX - OFFICE FINISHER
6. CHILDREN'S ADVOCACY CENTER Location: 1968 Sebring Pkwy. Sebring, FL 33870 B/W copies: 118,445 Color copies: 0	Month-to-month	XEH-074984	WC5755A PRNT/4TRAY	- OFFICE FINISHER
7. COURTHOUSE RM 303 Location: 430 S. Commerce Ave. Sebring, FL 33870 B/W copies: 24,874 Color copies: 0	2018 / 1	AE9-556143	WC5330PT PTR/TANDEM	- 2/3 HOLE PUNCH - OFFICE FINISHER
8. DEVELOPMENT SERVICES Location: 368 S. Commerce Ave. Sebring, FL 33870 B/W copies: 140,389 Color copies: 39,846	2017 / 12	BOW-587726	W7970P	- BR FINISHER 2/3 HOLE - HIGH CAPACITY FEEDER - STAPLER KIT
9. EMS Location: 4500 George Blvd. Sebring, FL 33875 B/W copies: 92,644 Color copies: 0	Month-to-month	XEH-760340	WC5755A PRNT/4TRAY	- OFFICE FINISHER
10. ENGINEERING Location: 505 S. Commerce Ave. Sebring, FL 33870 B/W copies: 92,644 Color copies: 57,180	Month-to-month	RFX-017849	WC7775MFD	- ADVANCED FINISHER - NETWORK SCAN KIT
11. ENGINEERING / TRAFFIC OPS Location: 4330 George Blvd. Sebring, FL 33875 B/W copies: 1,251 Color copies: 0	Month-to-month	AE7-196194	WC5325 PTR/2TRAY	- NETWORK SCAN

12. EOC / OFFICE Location: 6850 W. George Blvd. Sebring, FL 33875 B/W copies: 96,976 Color copies: 0	2018 / 2	XEH-071416	WC5755A PRNT/4TRAY	- OFFICE FINISHER
13. EOC / WARROOM Location: 6850 W. George Blvd. Sebring, FL 33875 B/W copies: 284 Color copies: 0	Month-to-month	A2T-202765	WC3615DN	- NONE
14. FACILITIES MANAGEMENT Location: 636 Fernleaf Ave. Sebring, FL 33870 B/W copies: 6,706 Color copies: 0	Month-to-month	VMA-564533	WC3550X	- NONE
15. HOUSING Location: 7205 S. George Blvd. Sebring, FL 33875 B/W copies: 4,777 Color copies: 789	2017 / 12	XL3-616787	WC6605DN	- NONE
16. HUMAN RESOURCES Location: 600 S. Commerce Ave. Sebring, FL 33870 B/W copies: 32,894 Color copies: 3,413	2016 / 9	XL3-603157	WC6605DN	- NONE
17. HUMAN SERVICES Location: 7502 S. George Blvd. Sebring, FL 33875 B/W copies: 58,596 Color copies: 0	Month-to-month	XEH-077403	WC5755APT	- OFFICE FINISHER
18. LIBRARY - AVON PARK (PUBLIC) Location: 100 N. Museum Ave. Avon park, FL 33825 B/W copies: 17,354 Color copies: 668	2019 / 3	MX1-196072	W7830PT TANDEM	- F I DEVICE
19. LIBRARY - AVON PARK (STAFF) Location: 100 N. Museum Ave. Avon park, FL 33825 B/W copies: 6,166 Color copies: 4,239	2017 / 2	MX0-138909	W7830P PRINTER 3 TRAY	- NONE
20. LIBRARY - LAKE PLACID (PUBLIC) Location: 205 W. Interlake Blvd. Sebring, FL 33852 B/W copies: 13,581 Color copies: 1,000	2019 / 3	MX1-196123	W7830PT TANDEM	- F I DEVICE
21. LIBRARY - LAKE PLACID (STAFF) Location: 205 W. Interlake Blvd. Sebring, FL 33852 B/W copies: 7,025 Color copies: 3,435	2017 / 2	MX0-138837	W7830P PRINTER 3 TRAY	- NONE
22. LIBRARY - SEBRING (PUBLIC) Location: 319 W. center Ave. Sebring, FL 33870 B/W copies: 15,262 Color copies: 4,082	2019 / 3	MX1-196199	W7830PT TANDEM	- F I DEVICE

23. LIBRARY - SEBRING (STAFF) Location: 319 W. center Ave. Sebring, FL 33870 B/W copies: 15,419 Color copies: 13,277	2017 / 2	MX0-138930	W7830P PRINTER 3 TRAY	- OFFICE FINISHER
24. PARKS & NAT. RESOURCES Location: 4344 George Blvd. Sebring, FL 33875 B/W copies: 16,242 Color copies: 3,219	2017 / 12	LX5-697248	W7225PT	- NONE
25. PLACID LAKES SPECIAL BENEFIT DIST. Location: 2010 Placid Lakes Blvd. Lake Placid, FL 33852 No data	2018/11	PO placed	WC3615DN	
26. PUBLIC DEFENDER Location: 510 Fernleaf Ave. Sebring, FL 33870 B/W copies: 75,181 Color copies: 0	2019 / 2	EX9-292006	5865A PT/COP/4TRAY	- OFFICE FINISHER
27. PURCHASING Location: 4320 George Blvd. Sebring, FL 33875 B/W copies: 88,670 Color copies: 0	Month-to-month	XEH-069907	WC5755A PRNT/4TRAY	- OFFICE FINISHER
28. RECYCLING Location: 6000 Skipper Rd. Sebring, FL 33870 B/W copies: 7,570 Color copies: 3,169	EXPIRED	PBB-024115	WC7428P PRINTER	- 2/3 HOLE PUNCH - OFFICE FINISHER - 3 TRAY MODULE
29. ROAD & BRIDGE Location: 4344 George Blvd. Sebring, FL 33875 B/W copies: 32,250 Color copies: 17,198	2016 / 11	MX4-332542	W7845PT TANDEM	- OFFICE FINISHER
30. LANDFILL / OFFICE Location: 12700 Arbuckle Creek Rd. Sebring, FL 33870 B/W copies: 29,015 Color copies: 7,739	2017 / 2	MX0-138955	W7830P PRINTER 3 TRAY	- 2/3 HOLE PUNCH - OFFICE FINISHER
31. LANDFILL / SCALE HOUSE Location: 12700 Arbuckle Creek Rd. Sebring, FL 33870 B/W copies: 20,064 Color copies: 0	2018 / 2	A2T-202624	WC3615DN	- NONE
32. TOURISM DEVELOPMENT 501 S/. Commerce Ave. Suite 3 Sebring, FL 33870 No data	2018 / 8	XL3-622679	WC6605DN	- NONE
33. VETERANS SERVICES Location: 7209 S. George Blvd. Sebring, FL 33875 B/W copies: 31,500 Color copies: 2,004	Month-to-month	XMK-295404	WC7120P PRINTR/STD	- 1 LINE FAX LAN IFAX - POSTSCRIPT KIT
34. WEST SEBRING SBD (1) Location: 3517 Hammock Rd. Sebring, FL 33872 B/W copies: 7,699 Color copies: 3,285	2018 / 1	LX5-698173	W7225PT 4TRAY	- BOOKLET MAKER UNIT - 1 LINE FAX - OFFICE FINISHER - POSTSCRIPT KIT

35. WEST SEBRING SBD (2) Location: 2300 Longview Ct. Sebring, FL 33870 B/W copies: 3,865 Color copies: 251	2018 / 1	GNX-256382	MFP6180D	- NONE
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-END OF SECTION-

SECTION VII. SCOPE OF WORK

A. PURPOSE: The County is seeking a Contractor that will provide quality and process improvement for all areas of the County’s leased multifunctional copy machines and printers. Additionally, the County is seeking a Contractor with the demonstrated expertise, technology, resources and commitment to perform the Scope of Work as detailed in subsection B of this Section in a timely and efficient manner. All new equipment installations are subject to technical review and approval by the Project Manager and final approval of the User Department Head.

B. SCOPE OF WORK:

1. EQUIPMENT:

- a. All equipment shall be newly manufactured or factory produced new. No used, demonstrator, refurbished, or re-manufactured products shall be accepted.
- b. All equipment shall have a new machine serial number.
- c. A serial number for all equipment shall appear on all monthly invoices.
- d. All equipment shall have remote meter monitoring.
- e. All equipment shall have remote service monitoring.
- f. Software licenses and configuration shall be included in the Proposal and the price shall be integrated into the monthly fee.
- g. The print management system shall be able to reside on the existing County network and allow users to submit jobs electronically.

2. DELIVERY:

Delivery of all equipment shall be to the specified office site requested by the County between 8:00 A.M. and 3:00 P.M. EST. Delivery of equipment shall be coordinated with the Highlands County Clerk of Courts’ IT Department (“IT Department”). No equipment delivery shall be made without authorization from the IT Department. Prior site preparation must be complete to fulfill turnkey installation for immediate use within twelve (12) hours or less, excluding network configuration.

3. TROUBLESHOOTING:

All machines shall provide user friendly, graphical troubleshooting instructions to:

- a. Remove jams
- b. Replace staple cartridge
- c. Refill toner cartridge

4. MODIFICATIONS:

Contractor shall be able to make any modifications when necessary (for example: office expansions, office consolidations, etc.). The County may add, remove, or change any equipment during the contract term.

5. MAINTENANCE:

The Contractor shall be responsible for all toner, repair, maintenance and replacement of all output devices included in any contract resulting from this RFP.

- a. Preventative maintenance schedules shall be planned and completed according to manufacturers' recommended service schedules.
- b. Exclusive utilization of Official Equipment Manufacturer ("OEM") parts and supplies is required.
- c. Contractor shall respond by, at a minimum, acknowledging each request for service within one (1) hour.
- d. Maintenance and repair calls shall be performed within four (4) hours of the request for service.
- e. The maximum allowable downtime for any one piece of equipment is forty-eight (48) hours.
- f. Contractor shall be responsible for hardware performance due to service parts and components.
- g. Contractor shall be responsible for disposal and recycling of all service parts.
- h. For any equipment that is not repaired and restored to normal operating service within three (3) days of any request for service, a temporary or "loaner" machine shall be placed in the building near where the out of service equipment was located.
- i. Excluded from the requirements are delays resulting occurrences listed within subsection M of Section V of this RFP.

6. SUPPLIES:

Proposer shall propose a list of consumable supplies to be included with the monthly base fee for all leased equipment. Paper will be supplied by the County. Contractor is responsible for delivery of consumable supplies for equipment to the office where the equipment is located. The minimum supply expectations include:

- a. Black toner shall not be "off brand" and must be OEM. No substitutes shall be accepted.

- b. Color toner shall be OEM. No substitutes shall be accepted.
- c. Unlimited toner shall be supplied to the County.
- d. Consumable supplies shall meet original equipment manufacturers' specifications.
- e. Consumable supplies shall not exceed 1% failure rate.
- g. Contractor shall be responsible for all hardware performance as a result of consumable supplies.
- h. Contractor retains ownership of all consumable inventory.
- i. Downtime of equipment due to lack of consumable supplies shall not be acceptable.
- j. The County does not desire to have more than three (3) of each consumable supply item on-hand at any location.

7. END-USER SUPPORT:

- a. Contractor shall provide a single point of contact for the IT Department.
- b. Unlimited phone support on all initial service calls shall be provided by Contractor during normal business hours, 8:00 A.M. to 5:00 P.M. EST, Monday through Friday with the exception of statutory holidays.
- c. Unlimited network support shall be provided by Contractor during normal business hours, 8:00 A.M. to 5:00 P.M. EST, Monday through Friday with the exception of statutory holidays.
- d. Customer training shall be provided by Contractor at the time of each installation.

8. PROGRAM MANAGEMENT:

- a. Contractor shall assign one point of contact (account manager, sales representative, etc.) to the County's account.
- b. Contractor shall provide electronic monitoring of all output devices that are part of a resulting contract.
- c. Contractor shall maintain service records to report individual device performance.
- d. Contractor shall measure and manage output at a job, user level.
- e. Contractor shall manage user access and workflows.
- f. Contractor shall manage fleet optimization.
- g. Contractor shall inform and make available to County additional features that have been proven to reduce paper and print waste.

9. CONTRACTOR PERSONNEL:

- a. Contractor shall take all reasonable precautions for, and shall be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of its operations under the contract. Contractor shall take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of

Contractor's operations, including employees; (b) all materials and equipment; and (c) all property at or near the work site. In an emergency affecting the safety of persons or property, the Contractor shall act with reasonable care and discretion to prevent any threatened damage injury or loss.

- b. Contractor shall remove all personnel from County property who are deemed careless, incompetent, insubordinate, reasonably objectionable, or whose continued employment on the job is deemed to be contrary to the interests of the County.
- c. Contractor shall obtain a background check for all employees performing services on County property through the Florida Department of Law Enforcement ("FDLE"). All costs associated with obtaining the required clearances shall be the responsibility of the Contractor. No Contractor employee shall have a felony conviction in their records within ten (10) years of the contract date and the FDLE background check must show a clear reversal of previous problems during the past ten (10) years. The County will make the final determination upon acceptability of Contractor's employees.
- d. Contractor shall direct its employees not to read or disclose materials and documents available in County facilities unless authorized, in writing, by the County to do so. Contractor shall direct its employees not to use County and personal property, such as radios, televisions, typewriters, copy machines, computers, terminals, fax machines, calculators, etc. which may be in any of the County's facilities.
- e. Contractor's employees who perform services on County property shall be neat and clean in appearance. Contractor employees shall be required to provide proper identification when requested by properly identified County personnel. Any Contractor employee who does not comply with this requirement will be required to leave County property. To ensure only authorized Contractor employees are on County property, there is no exception to this requirement.
- f. Contractor shall prohibit Contractor's employees from using or possessing any gun, knife, or other weapon while on County property.
- g. Contractor shall prohibit Contractor's employees from being under the influence of alcohol or any drug while on County property.
- h. Contractor shall prohibit Contractor's employees from smoking while on County property.
- i. The County is not responsible for supervision to Contractor's employees. Contractor shall have sufficient staffing to oversee all employee training and supervision and shall have sufficient procedures to resolve any issues or problems that may arise.
- j. Contractor shall be liable for damages, theft or any other breach of security caused by Contractor's employees and shall be liable for errors and omissions of Contractor's employees or other person(s) performing the Scope of Work. Contractor shall be responsible for repair of any damage to County property and shall restore County property to the condition it was in prior to being damaged or replace

the damaged property with new replacement property of the same quality, appearance, and function to the satisfaction of the County.

- k. Contractor's employees shall not be assisted nor accompanied by any individual who is not an employee of the Contractor while performing the Scope of Work. This requirement of the County includes children and other relatives of the Contractor or its employees.
- l. Contractor's employees inside a County facility must be on the approved list of Contractor's employees for that specific facility. Any Contractor employee who violates this provision shall be deemed objectionable to the County and will no longer be permitted in the County facility.

-END OF SECTION-

SECTION VIII. PROPOSAL FORMAT CRITERIA AND PREPARATION

- A. Each Proposer must fully complete and submit the Proposal Submittal Form found within Section IX of this RFP and provide all necessary documentation to fully demonstrate the Proposer's capabilities and qualifications in order to be considered responsive. **Failure to supply the required documentation or failure to address all criteria will be grounds for rejection of the Proposal.**
- B. In an effort to provide the Proposers with accurate information, the County will permit the Proposers to monitor workflow by accessing the County's network for a thirty (30) day time period subject to any and all restrictions of the IT Department. **Proposer shall coordinate with Mr. Arthur Wolfe (ajwolfe@hcclerk.org) between Monday, August 15, 2016 and Friday, August 19, 2016 to arrange monitoring. Monitoring activities must conclude by 5 P.M. on Monday, September 19, 2016.**
- C. Proposals must be sealed and marked with the name of the Proposer, the RFP number and title so as to identify the enclosed Proposal.
- D. Each Proposal shall include one (1) original and three (3) exact paper copies and four (4) exact electronic copies (such as compact discs or USB flash drives) of the Proposal, all of which are properly indexed and tabbed.
 - 1. Electronic copies:
 - a. No macros, audio-start media allowed.
 - b. PDF or Microsoft Word formats are allowed.
 - c. The Proposer must ensure that the electronic copy includes only one (1) file of the entire submittal and that the electronic file is the exact copy of the original printed response submitted by the Proposer, provided, however, that:
 - (1) Confidential information is not required to be included in the electronic copy. If the Proposer chooses to include confidential information on the

electronic copy, such information must be in a separate, second file marked "Confidential" in the file name.

- E. It is imperative that the information submitted is precise, clear, and complete. All Proposals must be presented in an 8 1/2" by 11" bound document. Proposals shall not exceed seventy-five (75) pages single sided print. Proposals not conforming to this format may be disqualified from further consideration or will receive a lower score under criteria B-15 of the Evaluation Score Sheet, an example of which is provided in Section X of this RFP.
- F. At the discretion of the Evaluation Committee, some or all Proposers may be asked to give short presentations / interviews as part of the selection and ranking process.
- G. Sections and subsections of the Proposal must correspond to the sequence/tabbed format identified below. In order to be considered responsive, the Proposer must answer each heading and any sub-heading and be constructed in the following tabbed format, Tab A through Tab B.

TAB-A

----(No points)

- 1. Proposal Submittal Form (required, see Section IX of this RFP)
- 2. Table of Contents (optional)
- 3. Acord Insurance Form (required)
(Certificate does not have to show the County as the certificate holder in the submittal, but will be required prior to the contract being signed)
- 4. E-Verify (required)
(Please submit any document from the Dept. of Homeland Security showing Proposer's Company ID#)
- 5. Drug-Free Workplace (required)
(Please submit a statement on company letterhead stating that Proposer complies with F.S. 287.087, or the policy itself.)
- 6. Local Preference Affidavit (if applicable, see Section IX of this RFP)

The pages from Tab-A do not count toward the seventy-five (75) page allowance.

TAB-B

- 1. Introduction of your Organization *(Maximum of 10 points)*
Including, but not limited to:
 - a. Summary of the Proposer's experience; and
 - b. Headquarters' location; and

- c. Brand and Country of Origin for equipment and parts proposed for the County; and
 - d. Length of time the Proposer has been in business.
- 2. Minority / Woman Owned Business Certificate (if applicable) *(Maximum of 10 points)*
Please note, this certificate must be held by the Proposer.
- 3. Understanding and Approach *(Maximum of 10 points)*
 - a. Describe your understanding of the Scope of Work pursuant to this RFP.
 - b. Describe your approach to completing the Scope of Work pursuant to this RFP.
 - c. Describe your method of evaluating the County's equipment needs pursuant to this RFP.
- 4. Relevant Experience *(Maximum of 20 points)*
 - a. Identify and provide a description of relevant experience(s) of the person or persons who will perform the services under the contract with the County pursuant to this RFP.
- 5. Account Management *(Maximum of 30 points)*
 - a. State the Proposer's office location(s) where the County's account will be managed from; such as a sales representative's office or local branch.
 - b. Introduce and describe the accessibility of the point of contact (account manager) who will perform the services during the terms of the contract with the County pursuant to this RFP.
- 6. Reference Letters *(Maximum of 10 points)*
 - a. The Proposer must provide three (3) reference letters from clients (other than internal departments of the County) for similar work completed for projects of similar Scope of Work in the last five (5) years by the Contractor. The Scope of Work shall be indicated. Provide reference letters on the client's company letterhead and include address, contact name, telephone number and e-mail address. Evaluator's might submit questions to the references in a uniform manner. Please provide a current email address for the person who signed the reference letter if he or she is no longer available to the client.
- 7. Identify Proposed Equipment *(Maximum of 50 points)*
 - a. Identify and describe the range of equipment being proposed for the County pursuant to this RFP.
 - (1) Include the equipment make, model, capacity, features, etc.
 - (2) Promotional material may be included.
- 8. Approach to Current Print Environment *(Maximum of 30 points)*

- a. Describe your approach to the initial equipment installations and equipment removal. (See current lease expiration dates under Current Print Environment; Section VI.)

9. Preventive Maintenance and Service Calls *(Maximum of 30 points)*

- a. Describe your approach to providing preventive maintenance and service call services pursuant to this RFP, including:
 - (1) Technicians experience and training; and
 - (2) Response time to repair calls; and
 - (3) Preventive maintenance schedule; and
 - (4) Maximum time permitted for part replacement before “loner” equipment is installed.

10. Consumable Supplies *(Maximum of 20 points)*

- a. List and identify all consumable supplies, and quantity allowances if applicable, that would be provided to the County without additional charge.
- b. Describe your method of evaluating the County’s ongoing consumable supply needs and how to best fulfill those needs.

11. Program Management *(Maximum of 40 points)*

- a. Describe your approach to program management, including:
 - (1) Electronic monitoring of all output devices; and
 - (2) Maintaining service records to report individual device performance; and
 - (3) Ability to measure and manage output at user level; and
 - (4) Flexibility to handle modifications (as described in Section VII(B)(4))

12. Value Added Features *(Maximum of 10 points)*

- a. List all value added features your company can provide to the County (For example, Green Initiative, etc.)

13. Price Proposal *(Maximum of 60 points)*

- a. Include a Price Proposal.
 - (1) Proposer shall disclose all charges, surcharges, fees of any kind, whether ongoing, occasional or a one-time fee, which may be invoiced regarding any aspect of the contract, or throughout the life of the contract.
 - (2) Proposer shall disclose all charges, surcharges, and fees of any kind associated with early removal of equipment. (Example, due to office closing, etc.)

14. Sample Contract *(Maximum of 10 points)*

15. RFP Format

(Maximum of 10 points)

- a. The Proposal shall be prepared and submitted in accordance with the Proposal Submittal Form criteria required by this Section.

-END OF SECTION-

SECTION IX. FORMS

- A. Proposal Submittal Form
- B. Local Preference Affidavit

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**HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
PROPOSAL SUBMITTAL FORM**

RFP IDENTIFICATION: RFP 16-016 – HIGHLANDS COUNTY MANAGED
PRINT SERVICES

PROPOSAL SUBMITTED TO: HIGHLANDS COUNTY BOARD OF COUNTY
COMMISSIONERS – PURCHASING DEPARTMENT

PROPOSAL SUBMITTED BY: _____
Proposer's Name

Proposer's Authorized Representative's Name

Proposers Address 1

Proposer Address 2

Contact's Name (Print)

Contact's E-mail Address

Contact's Phone Number

In submitting this Proposal, Proposer represents that:

- Proposer has examined and carefully studied this RFP and the following Addenda (receipt of all which is hereby acknowledged):

Date	Number	Date	Number	Date	Number	Date	Number

- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation. Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. Proposer has not solicited or induced any person, firm or corporation to refrain from submitting a Proposal. Proposer has not sought by collusion to obtain for itself any advantage over any other Proposer or over the County.

SUBMITTED ON: _____, 20_____.

SIGNATURE: _____ (seal)
Proposer's Authorized Representative

PRINTED NAME: _____

TITLE: _____

LOCAL PREFERENCE AFFIDAVIT OF ELIGIBILITY

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to
HIGHLANDS COUNTY BOARD OF COUNTY COMMISSIONERS
by _____
[Print individual's name and title]
for _____
[Print name of Company/Individual submitting sworn statement]

Whose business address is _____

(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. LOCAL PREFERENCE ELIGIBILITY

A. Vendor/Individual has had a fixed office or distribution point located in and having a street address within Highlands County for at least twelve (12) months immediately prior to the issuance of the request for quotation, competitive bids or request for proposals by the County.

YES _____ NO _____

B. Vendor/Individual holds business license required by the County, and/or if applicable, the Municipalities:

YES _____ NO _____

C. Vendor/Individual employs at least one full-time employee, or two part-time employees whose primary residence is in Highlands County, or, if the business has no employees, the business shall be at least fifty (50) percent owned by one or more persons whose primary residence is in Highlands County.

YES _____ NO _____

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM SHALL BE CONSIDERED PUBLIC RECORD.

[Signature and Date]

STATE OF _____, COUNTY OF _____

Subscribed and sworn before me, the undersigned notary public on this _____ day of _____, 20____.

NOTARY PUBLIC

SEAL

Commission Expiration Date

SECTION X. SAMPLE EVALUATION SCORE SHEET

EVALUATION SCORE SHEET FOR:
 RFP 16-016
 Managed Print Services

CRITERIA FOR EVALUATION	EVALUATOR'S SCORE	TOTAL SCORE PER CRITERIA	TOTAL POSSIBLE POINTS
	0 - 10		
B 1 Introduction of your Organization			10
B 2 Minority/Woman Owned Business Certificate			10
B 3 Understanding and Approach			10
B 4 Relevant Experience			20
B 5 Account Management			30
B 6 Reference Letters			10
B 7 Identify Proposed Equipment			50
B 8 Approach to Current Print Environment			30
B 9 Preventive Maintenance and Service Calls			30
B 10 Consumable Supplies			20
B 11 Program Management			40
B 12 Value Added Features			10
B 13 Price Proposal			60
B 14 Sample Contract			10
B 15 RFP Format			10
SUBTOTAL			350
PRESENTATION / INTERVIEW (If requested by the Evaluation Committee, detailed presentation scores will be submitted on a separate score sheet)			50
TOTAL			400

* Certified Minority Business Enterprise criteria is scored either 10 points (if certified) or 0 points (if not certified)

PROPOSER'S NAME: _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

DATE: _____

SAMPLE

-END OF SECTION-

SECTION XI. SELECTION PROCESS AND CRITERIA

The selection process shall be open to the public and records shall be maintained in accordance with the State of Florida's records retention requirements. The Proposal Evaluators have the right to correct any errors in the evaluation and selection process that may be made. The County is not obligated to award a contract and the Proposal Evaluators may decide to reject all Proposals. If the Proposal Evaluators decide not to reject all Proposals, the County may proceed in accordance with the Evaluation Committee's recommendation.

- A. Proposals will be reviewed by the Evaluation Committee and the Proposers will be ranked based upon the RFP Evaluation Criteria. Each Evaluation Committee member shall perform their own independent ranking. The County reserves the right to consider any Proposal as non-responsive if any part of the Proposal does not meet established scope and/or criteria.
- B. After review of the Proposals, at the discretion of the Evaluation Committee, (all or some of, based on preliminary scores, the top ranked) Proposers may be asked to give short presentations/interviews as part of the selection and ranking process. If any, the presentations/interviews, if any, will be scheduled at least two (2) weeks from the time the invitation is sent to the selected Proposers.
- C. Contract will be awarded to one (1) Proposer.

-END OF SECTION-

SECTION XII. AWARD

The County shall award to the responsive and qualified Proposer whose Proposal is determined to be the most advantageous to the County. Evaluation of the Proposals shall be based on the evaluation factors set forth in this RFP and any other relevant information obtained through the evaluation process. Notice of the award shall be made by e-mail to all Proposer's. The date and time of the e-mail shall constitute the time of notification.

-END OF SECTION-

SECTION XIII. CONTRACT NEGOTIATIONS AND EXECUTION

Negotiation of contract for services may follow the initial selection process with the top ranked Proposer. Should a satisfactory contract not be negotiated with the top ranked Proposer, the next ranked Proposer shall be contacted and negotiations shall begin. This process shall be followed until a satisfactory contract is negotiated or the County decides to terminate negotiations.

After a Proposer is selected, a contract shall be drafted and reviewed by negotiated, the recommended contract will be submitted for review to the County staff and the County Attorney, prior to submittal to the Board. The contract then will be forwarded to the Proposer for review. After the contract is signed by the Proposer, the contract will be placed on the agenda of the Board to be considered for approval and execution. The reviewed contract, with any changes agreed upon resulting from the review, will be placed on a Board Agenda for its approval and execution.

-END OF SECTION-

SECTION XIV. CONTINGENT FEES PROHIBITED

Each Proposer must warrant that it has not employed or retained a company or person, other than a bona fide employee, working in its employ, to solicit or secure a contract with the County and that it has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working in its employ any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of a contract with the County.

-END OF SECTION-

SECTION XV. TENTATIVE SCHEDULE

DATE	TIME	EVENT
Sunday, July 31, 2016		First Advertisement
Sunday, August 7, 2016		Second Advertisement
Wednesday, August 10, 2016	10:00 A.M.	Non-Mandatory Pre-Proposal meeting
Monday, August 15, 2016 through Friday, August 19, 2016		Proposers to coordinate workflow monitoring with IT
Friday August 19, 2016 through Monday, September 19, 2016		Print workflow monitoring
Friday, September 23, 2016	5:00 P.M.	Deadline to submit questions (RFI Cut-Off)
Wednesday, September 28, 2016	5:00 P.M.	Deadline to release responses to RFI's
Wednesday, October 5, 2016	2:00 P.M.	Proposal due date
Wednesday, October 19, 2016		Evaluators' meeting -Review/Ranking of Proposals
Wednesday, November 2, 2016		Presentations / Interviews (at the discretion of the Evaluation Committee)
Friday, November 4, 2016		Anticipated award date
Tuesday, December 6, 2016		Anticipated contract consideration by the Board

-END OF SECTION-

SECTION XVI. RFP CONTACT INFORMATION

All questions during the RFP process regarding this RFP and the details of the services to be performed shall be submitted by Proposers in writing to:

*Mrs. Olimpia Lonsdale
Highlands County Purchasing Department
4320 George Boulevard, Sebring, FL 33875-5803
Phone: (863) 402-6525; Email: olonsdal@hcbcc.org*

-END OF SECTION-

SECTION XVII. REQUEST FOR INFORMATION (RFI) CUT-OFF

All questions regarding this RFP shall be submitted by Proposers in writing by 5:00 P.M. EST on Friday, September 23, 2016 to the person identified in Section XVI of this RFP. The County shall release responses by 5:00 P.M. EST on Wednesday, September 28, 2016.

-END OF SECTION-