

# CITY OF SANIBEL, FLORIDA



## SPECIFICATIONS

FOR

**KIP 7170 Network Color Scanner, Copier and Printer**

**June 2015**

BERT SMITH  
INFORMATION TECHNOLOGY DIRECTOR  
CITY OF SANIBEL  
800 DUNLOP ROAD  
SANIBEL, FLORIDA 33957  
(239) 472-3700

**CITY OF SANIBEL, FLORIDA**

**ADVERTISEMENT FOR BIDS**

The City of Sanibel is accepting bids for:

**KIP 7170 Network Color Scanner, Copier and Printer.**

Legal Notice is hereby given that sealed proposals will be received at the City of Sanibel, Florida, Administration Department, 800 Dunlop Road, Sanibel, until 2:30 P.M., on June 24, 2015 and shortly thereafter will be publicly opened and read aloud. Any proposal offered later than the above time will be returned unopened.

Specification and bid information may be picked up at the Finance Department, 800 Dunlop Road, Sanibel, Florida from 8:00 A.M. until 5:00 P.M., Monday through Friday or by visiting the City website at <http://www.mysanibel.com/Departments/Information-Technology-IT/Bids-Requests-for-Proposals> to request the Specifications and bidding information.

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Bert Smith  
Information Technology Director

AFFIDAVIT REQUESTED

PUBLISH ONE TIME

Fort Myers News-Press

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**CITY OF SANIBEL, FLORIDA  
INVITATION TO BID  
Bidder Acknowledgement**

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Bids will be opened on June 24, 2015 at 2:30 P.M. and may not be withdrawn within forty-five (45) days after such date and time. All awards made as a result of this bid shall conform to applicable State laws and local ordinances.

Bid Title

**KIP 7170 Network Color  
Scanner, Copier and Printer**

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NAME OF VENDOR

MAILING DATE

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MAILING ADDRESS

---

CITY-STATE-ZIP

BID PRICE:

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AREA CODE – TELEPHONE NUMBER

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EMAIL ADDRESS

I certify that this bid is made without prior collaboration, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.

\_\_\_\_\_  
Authorized signature (Manual)

\_\_\_\_\_  
Authorized Signature (Typed)

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## GENERAL CONDITIONS

Bidders: To insure acceptance of the bid, follow these instructions.

**SEALED BIDS:** One copy of all bid sheets and this form must be executed and returned. All bids are subject to the conditions specified hereon and on the attached sheets.

**RETURN ONE COPY OF BID ONLY:** Bid must be submitted in a sealed envelope. (The face of the envelope shall contain, in addition to the below address, the date and time of bid opening and the bid title).

**MAIL RETURN ADDRESS -**  
City of Sanibel  
800 Dunlop Road  
Sanibel, Florida 33957

**BID OPENING ADDRESS**  
City of Sanibel  
800 Dunlop Road  
Sanibel, Florida 33957

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. (The company name must also appear on each page of the bid as required).
  
2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. In case of a mistake in extensions, the unit price will take precedence. Award will be based on total bid price. All prices, F.O.B. Sanibel (unless otherwise stated in special conditions). Bidders may offer discounts as an inducement to secure expeditious payment of invoices. Additional discount for prompt payment may be considered in making the award. Discount time will be computed from the date of satisfactory delivery at place of acceptance or from receipt of correct invoice at the office specified, whichever is later. Prices and extensions shall be typed or printed in ink.
  - a) **TAXES:** The City of Sanibel does not pay federal excise and state sales taxes. Do not include these items on invoices. City's Tax Exempt ID will be provided at request.
  - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
  - c) **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
  - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U. L. approval or re-examination listing where such has been established by U.L. for the item (s) offered and furnished.
  - e) **BIDDER'S CONDITIONS:** Any conditions to be made as part of the bid, should be submitted by letter with noted thereof on bid sheets for consideration.

3. EQUIVALENTS: No equivalents are permitted for this bid.
4. NONCONFORMANCE TO CONTACT CONDITIONS: Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items and items not delivered as per delivery date in bid and/or purchase order may be purchased on the open market. Any violation of these stipulations may also result in vendor's name be removed from the Purchasing vendor mailing list.
5. SAMPLES: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the bidder's expense. Request for the return of samples must be within 10 days following opening of bids. Each individual sample must be labeled with bidder's name. Failure of bidder to either deliver required samples or to clearly identify as indicated may be reason for rejection of the bid.
6. DELIVERY: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday.
7. INTERPRETATIONS: Any question concerning conditions and specifications should be submitted to the buyer no later than Four (4) days prior to the bid opening.
8. AWARDS: As the best interest of the City may require, the right is reserved to reject all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". It is hereby made a part of this request for bid that the submission of any bid in responses to the advertised request constitutes a bid made under the same conditions for the same contract price and for the same effective period as this bid, to all public entities in Lee County, particularly those listed below:

City of Cape Coral  
Lee County  
City of Fort Myers

9. LOCAL VENDOR PREFERENCE:
  - (1) The following words, terms and phrases, when used in this subsection (k), shall have the meanings set forth below, except where the context clearly indicates a different meaning:
    - (a) *Local city business* means the business or vendor has (i) a valid local business tax receipt, issued by the City of Sanibel at last 6 months prior to a bid submission, to do business within the City of Sanibel and that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within the City of Sanibel from which the vendor is operating or performing its business, and at which it maintains full-time

employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes including, but not necessarily limited to, social security and medicare.

(b) *Local county business* means the business or vendor has (i) a valid local business tax receipt, issued by Lee County, or a municipality within Lee County other than the City of Sanibel, at last 6 months prior to a bid submission, to do business within unincorporated Lee County, or a municipality within Lee County other than the City of Sanibel, and that authorizes the business to sell goods or services or to engage in construction, and (ii) a physical non-residential business address located within unincorporated Lee County, or within a municipality within Lee County other than the City of Sanibel, from which the vendor is operating or performing its business, and at which it maintains full-time employees who receive from the local business a regular paycheck from which deductions are made for employment related payroll taxes including, but not necessarily limited to, social security and medicare.

(c) *Non-local business* means any business or vendor that does not meet either the definition of local city business or local county business as set forth in subsections (a) and (b) above.

(d) The final decision as to whether a business or vendor is a local city business, a local county business or a non-local business shall be at the sole determination of the City of Sanibel and, if necessary, shall be determined by the Sanibel City Council as part of the final bid award.

- (2) *Establishment as local city business or local county business.* To establish that a vendor is either a local city business or local county business, as defined herein, a vendor shall provide written confirmation of compliance with the definitions for each such local business, as defined in subsection (1) above, at the time of submitting a bid. Post office boxes are not verifiable and shall not be used for purposes of establishing the required physical business address. A vendor who misrepresents the local preference status of a firm in a bid submitted to the city will lose the privilege to claim local preference status for a period of 3 years.
- (3) *Local preference in purchasing and contracting with competitive sealed bids.* The City of Sanibel shall grant a 5% local vendor preference to any local city business or local county business which responds to an invitation to submit competitive sealed bids for the procurement of commodities, personal property, general services, professional services or the purchase of or contract for construction or renovation of public works or improvements, except where federal or state law prohibits or mandates to the contrary. Each formal competitive bid solicitation shall clearly identify how the bids will be received and evaluated. When a responsible and responsive non-local business submits the lowest price bid, and the lowest bid submitted by a responsible and responsive local city business or local county business is within 5% of the lowest bid, then the lowest bidding local city business or local county business shall be awarded the bid. In the event that a local city business and a local county business are scored as an exact tie as the low bids for the award of a competitive sealed bid, the local city business shall be deemed the

successful bidder. No business shall be qualified to receive a preference amount that exceeds 5%.

(a) The city reserves the right to compare, contrast and otherwise evaluate the quality of materials, qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies, corporations or other entities submitting competitive sealed bids for the procurement of goods or services when making an award in the best interest of the city.

(b) Local vendor preference awards will be made only to a responsible and responsive local city business or local county business. The local vendor preference may be waived by City Council if, after the bids are evaluated and ranked, it is determined that the cost of the bid award would exceed the budget of the city for the services and/or goods solicited by the city.

(c) The local preference policy set forth herein shall not apply to any of the following purchases or contracts:

(1) Goods or services provided under a cooperative purchasing agreement or piggyback agreement; or

(2) Contracts for professional services the procurement of which is subject to the Consultants' Competitive Negotiation Act (F.S. § 287.055) or subject to any competitive consultant selection policy or procedure adopted or utilized by the city; or

(3) Purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the local vendor preference; or

(4) Purchases made or contracts let under emergency situations or otherwise exempted from competitive bidding or competitive selection as described in the city's purchasing regulations.

(d) The City Council reserves the right, at its sole discretion, to exempt or exclude any specific competitive sealed bid for any procurement from the local vendor preference provisions. Any request for the waiver of local vendor preference to any particular purchase or contract must be heard by the city council prior to advertising the invitation to submit competitive sealed bids. The city council, as the awarding authority, may approve the waiver of local vendor preference upon review and at its sole discretion.

10. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall be returned. Offers by telegram or telephone are not acceptable.

11. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results there from as part of any commercial advertising.

12. INSPECTION, ACCEPTANCE & TITLE: Inspection and acceptance will be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the successful bidder until acceptance by the buyer unless loss or damage results from negligence by the buyer.
13. PAYMENT: \* Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specification, free of damage or defect and properly invoiced.
14. DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of buyer shall be final and binding on both parties.
15. LEGAL REQUIREMENTS: Federal, State, County, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
16. PUBLIC ENTITY CRIMES: 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, consultant under a contract with any public entity, and may not transact business with any public entity in excess of \$10,000 for a period of 36 months from the date of being placed on the convicted vendor list.
17. SPECIAL CONDITIONS: Any and all Special Conditions that may vary from these General Conditions shall have precedence.
- (a) Contractor must have or be able to obtain all necessary City licenses or certifications.
- \*Payments will be made in accordance with the City's Prompt Payment Policy, Sections 2-376, Sanibel Code.**
18. PUBLIC RECORDS: Unless specifically exempted by Florida law, in whole or in part, contractor shall comply with the requirements of Section 119.0701, Florida Statutes, which requires a City contractor, as defined therein, to comply with public records laws, and specifically to:
- (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
- (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not

exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

## **Specification for a KIP 7170 Network Color Scanner, Copier and Printer**

The City of Sanibel desires to buy a KIP 7170 Network Color Scanner, Copier and Printer meeting the following specifications. The City reserves the right to waive any specifications, reject or accept any bid, whichever is in the best interest of the City. Bidder shall plainly mark on the outside of the envelope “KIP 7170 Network Color Scanner, Copier and Printer”.

### **Item Requirements:**

#### **Requirement (Minimum) KIP 7170 Network Color Scanner, Copier and Printer:**

##### **SPECIFICATIONS LIST**

**Note:** The items below are the City’s best attempt to purchase a fully functional KIP 7170 Network Color Scanner, Copier and Printer with starting consumables, two cycles of replacement, 3 rolls of paper, and the capability to handle Acrobat PDF files. If this specification contains errors or omissions, note clearly in the bid.

- 1) KIP 7170 – part number SYS7170CPCS Network Color Scanner, Copier and high definition BW Printer. 36 “ wide, single footprint console, touch screen and 2 roll capacity, 120V
- 2) KIP Starter Toner – Z34097001S. Initial toner and two additional toners
- 3) PDF print Option – DIGPDF-7170
- 4) Certified drivers – Windows and AutoCAD
- 5) Touchscreen based View and Print - DIGCPCP
- 6) 3 rolls of paper
- 7) Installation

##### **OPTIONAL TRAINING**

Additionally, include a cost structure and plan for end user training as a separate option for consideration by the City.

**KIP 7170 Network Color Scanner, Copier and Printer**

**Total Bid = \$** \_\_\_\_\_  
(KIP 7170 Network Color Scanner, Copier, and Printer)

\_\_\_\_\_  
**Written Total Bid**

**Training Option = \$** \_\_\_\_\_

\_\_\_\_\_  
**Written Training Option**

**Please Print** \_\_\_\_\_  
**Vendor & Salesperson's Name**

\_\_\_\_\_  
**Phone Number**

\_\_\_\_\_  
**Email Address**

\_\_\_\_\_  
Delivery shall be F.O.B Sanibel, within 60 days of awarding of bids.

Bert Smith  
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Sanibel, FL 33957  
(239) 472-3700  
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