



CITY OF
MARGATE
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CITY OF MARGATE

INVITATION TO BID FOR
BID No. 2018-010

FOR
DELL OPTIPLEX 7050 SFF DESKTOP PCs

BID OPENING DATE: Wednesday, April 4, 2018.

BID OPENING TIME: 11:00 AM

LOCATION OF BID OPENING: COMMISSION CHAMBERS, CITY HALL.

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The City of Margate

5790 Margate Boulevard
Margate, Florida 33063
Telephone: (954) 972-6454

INVITATION TO BID

FOR
DELL OPTIPLEX 7050 SFF DESKTOP PCs

BID No. 2018-010

Sealed bids will be received in THE PURCHASING DIVISION, City of Margate, 5790 Margate Boulevard, Margate, Florida 33063 until **11:00 A.M., WEDNESDAY, APRIL 4, 2018.**

Bids will be opened in: **COMMISSION CHAMBERS-CITY HALL**
1ST FLOOR unless otherwise designated or posted.

Bids received after the assigned date and time will not be considered. The Purchasing Division time stamp shall be conclusive as to the timeliness of filing. The City of Margate is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by a specified time so that a bid can be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid.

Sealed bids or proposals received by the City in response to an invitation to bid are exempt from public records disclosure requirements until the City provides a notice of decision or **thirty (30) days** after the opening of the proposal/bid, whichever is sooner. If the City rejects all bids or proposals submitted in response to an invitation to bid or request for proposals and the City concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids or proposals remain exempt from public records disclosure until such time as the City provides notice of a decision or intended decision concerning the competitive solicitation or until the City withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than twelve (12) months after the initial City notice rejecting all bids, proposals, or replies. Requests for bid or proposal documents should be submitted to the City Clerk's Office. Documents may be inspected without charge, but a charge will be incurred to obtain copies.

The term "Bidder" and "Vendor" as used herein have the same meaning.
Reference to "contract" has the same meanings as "purchase order".
Reference to "contractor" has the same meaning as "vendor".

CONE OF SILENCE

After the deadline to submit a proposal, a bid, or other response to a competitive solicitation, City Staff Members and Members of the City Commission are prohibited from communicating directly or indirectly with bidders ("cone of silence"), (1) regarding the substance of the bid awarded, (2) it is announced that the City rejects all bids, or (3) the City otherwise takes action which ends the solicitation process. Improper communications during this "cone of silence" period can result in penalties to a proposer or bidder as set forth in City Code Section 2-236.

Any technical questions relative to any item(s) of this bid should be directed to MR. JAMES WILBUR, INFORMATION TECHNOLOGY DIRECTOR; Telephone: 954-972-6454, E-mail: jwilbur@margatefl.com.

SCOPE OF BID: The purpose of this Invitation to Bid is to secure the commodity/equipment at the best possible price for the City of Margate.

Purchasing Contact: City of Margate Purchasing Division
5790 Margate Boulevard
Margate, FL 33063
Nirmala Samlal, Buyer I
Phone: 954-935-5346 or (email) nsamlal@margatefl.com

Office Hours: MONDAY – FRIDAY, 8 A.M. TO 6 P.M.

INVITATION TO BID
FOR
DELL OPTIPLEX 7050 SFF DESKTOP PCs

BID No.2018-010

Section 1 – SUBMITTAL INFORMATION

- A. The City of Margate will receive bid responses until **11:00 AM., WEDNESDAY, APRIL 4, 2018**, in the Purchasing Division located on the second floor of City Hall, 5790 Margate Boulevard, Margate, FL 33063
- B. Any responses received after the above stated time and date will not be considered. It shall be the sole responsibility of the proposer to have their bid response **delivered to the Purchasing Division** for receipt on or before the above stated time and date. It is recommended that responses be sent by an overnight air courier service or some other method that creates proof of submittal. Bid responses that arrive after the above stated deadline as a result of delay by the mail service shall not be considered, shall not be opened at the public opening, and arrangements shall be made for their return at the proposer's request and expense. The City reserves the right to consider submittals that have been determined by the City to be received late due solely to mishandling by the City after receipt of the bid and prior to the award being made.
- C. If any addendum(s) are issued to this Bid, the City will attempt to notify all prospective bidders who have secured same, however, it shall be the responsibility of each bidder, prior to submitting the bid response, to contact the Purchasing Division at 954-935-5346 to determine if any addendum(s) were issued and to make any addendum acknowledgements as part of their bid response.
- D. **One (1) original, so marked, and one (1) unstapled copy**, of the bid response shall be submitted in one sealed package clearly marked on the outside "**BID NO.2018-010 FOR DELL OPTIPLEX 7050 SFF DESKTOP PCs**" to: City of Margate, The Purchasing Division, 5790 Margate Boulevard, Margate, FL 33063.
- E. Responses shall clearly indicate the legal name, address and telephone number of the bidder (firm, corporation, partnership or individual). Responses shall be signed above the typed or printed name and title of the signer. The signer shall have the authority to contractually bind the proposer to the submitted bid. Bidder must note their Federal I.D. number on their bid submittal.
- F. The City of Margate reserves the right to reject any or all bids, to waive any informalities or irregularities in any proposals received, to re-advertise for bids, to award in whole or in part to one or more bidders, or take any other such actions that may be deemed to be in the best interests of the City.

SPECIAL CONDITIONS

1. PURPOSE OF BID

The City of Margate is requesting bids from vendors to supply Dell personal computers specifically configured as set forth in Technical Specifications hereto.

2. PRICING

All bid prices, prior to award, shall be fixed and effective for a minimum of 90 days after bid opening date.

3. POST SALE AUDIT ADJUSTMENT

All items sold as a result of this bid are subject to Post Sale Configuration and Price Audit Adjustment. In the event an audit indicates a vendor has not configured the product being purchased and/or honored quoted price lists and discounts, the vendor shall remit to City any and all overage charges.

4. MARKET CONDITIONS

The City reserve the right to purchase on the open market should lower market prices prevail, at which time the successful bidder shall have the option of meeting the lower price.

5. AWARD

Award will be made to the lowest responsive bidder meeting specifications.

6. METHOD OF ORDERING

Items shall be ordered via purchase orders.

7. VENDOR SERVICE REPRESENTATIVE

The bidder must submit with his bid proposal the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of service. A contact for both regular work hours and after hours, weekends, and holidays must be identified.

8. COMPETENCY OF BIDDERS

Bids will be considered only from firms which are regularly engaged in the business of providing the goods as described in this bid and who can provide evidence that they have established a satisfactory record of performance for a sufficient delivery fleet to insure that they can satisfactorily execute the services under the terms and conditions herein stated.

9. CANCELLATION

Order will be subject to immediate cancellation if either product does not comply with specifications as stated herein.

10. RIGHT TO TERMINATE

In the event that any of the provisions of the purchase order are violated by the successful bidder, the City Of Margate may serve written notice upon such bidder of its intention to terminate the purchase order.

11. AS SPECIFIED

A purchase order will be issued to the successful bidder with the understanding that all computers delivered must meet the specifications herein and fully function. Computers delivered not as specified will be returned at the bidder's expense.

At the option of the City the computers may be submitted to an independent testing laboratory to determine conformity to respective specifications. Bidders shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

12. TERMS AND CONDITIONS

No additional terms and conditions, reservations, or disclaimers included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgement form attests to this.

13. SECURITY

All City Buildings are secure locations and as such, the awarded Vendor shall be required to obtain authorization for all personnel that will be on City premises at delivery sites. For deliveries not delivered by a common carrier (ie: UPS, FedEx) the Vendor will be required to stop at Receptionist/Information Desk and provide photo identification of all personnel authorized to be on premises at City delivery sites.

Vendor shall ensure that only authorized vendor employees and/or authorized City personnel shall have access to Vendor/City vehicles, work site, equipment, work products, reports, electronic data and any/all other information pertaining to the City. Vendor will not release, discuss, or share any information on systems, equipment and/or operations with any non-City personnel.

Upon leaving premises, all personnel shall be required to check out with the Receptionist/Information Desk.

The awarded Vendor shall be held responsible for complying with these procedures.

14. QUANTITY

See Technical Specifications which delineates quantities.

15. INSURANCE REQUIRED

See Attachment "A".

16. PROTECTION OF PROPERTY

The successful bidder shall at all times guard against damage or loss to the property and shall be held responsible for replacing or repairing any such loss or damage. City may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or his/her agents.

17. TRANSFER PROHIBITED

The successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of their rights as successful bidder.

18. PAYMENT

Payments shall be made by the City within thirty (30) days.

19. PRICING

Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges.

- A. Pricing shall be based on delivered. The bid sum includes all labor, materials and freight charges.

20. LOCATION OF DELIVERIES

City of Margate
5790 Margate Boulevard
Margate, FL 33063

Specific office of deliver to be designed by the Purchasing Division.

21. NOTICE OF AWARD

The City of Margate will issue a "Notice of Award Letter" to the awardee subject to approval of a purchase order signed in accordance with the City's Procurement Code.

22. PRODUCT SPECIFICATIONS

See Technical Specifications.

The product shall be delivered in the original manufacturers packaging with all product materials and supporting documentation included.

GENERAL CONDITIONS FOR BIDDERS

FAMILIARITY WITH LAWS: The bidder is presumed to have full knowledge of and be in compliance with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner affect the equipment and the services provided to the City. Ignorance on the part of the bidder will in no way relieve bidder of responsibility to adhere to such regulations.

BID FORMS: The bidder will submit a bid on the bid forms provided. All bid prices, amounts and descriptive information must be legibly entered. The bidder must state the price and the time of delivery for which they propose to deliver the equipment or service requested. The bidder IS required to be licensed to do business as an individual, partnership or corporation in the State of Florida. Place all required bid forms in a sealed envelope that has the company's name and address, proposal title, number, proposal date and time on the outside of the sealed envelope. Proposals not submitted on appropriate proposal forms may be rejected. All proposals are subject to the conditions specified herein. Proposals which do not comply with these conditions are subject to rejection.

EXECUTION OF BID: Proposal must contain an original signature of an authorized representative in the space provided on all affidavits and proposal sheets.

NO BID: If not submitting a proposal, respond by returning one copy of the "STATEMENT OF NO BID" and explain the reason by indicating one of the reasons listed or in the space provided. Repeated failure to quote without sufficient justification shall be cause for removal of the vendor's name from the mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID" and it must be received no later than the stated bid receiving date and hour.

BID DEADLINE: It is the bidder's responsibility to assure that the bid is delivered at the proper time and place prior to the bid deadline. The City of Margate is not responsible for the U.S. Mail or private couriers in regards to mail being delivered by a specified time so that a proposal can be considered. Bids which for any reason are delivered by the deadline will not be considered. If no award has been made, the City reserves the right to consider bids that have been determined by the City to be received late due to mishandling by the City after receipt of the bid. Offers by telegram or telephone are not acceptable.

RIGHT TO REJECT BID: The City reserves the right to reject any or all bids, to waive technical errors, or to accept a portion of any bids that are deemed to be the most responsive, responsible bidder(s) which represents the most advantageous bid to the City. In determining the "most advantageous bid", price, quantifiable factors, and other factors are considered. Such factors include but are not limited to specifications; delivery requirements; the initial purchase price; life expectancy; cost of maintenance and operation; operating efficiency; training requirements; disposal value; and other factors contributing to the overall acquisition cost of an item. Consideration may be given, but is not necessarily limited to conformity to the specifications; including timely delivery; product warranty; a bidder's proposed service; ability to supply and provide service; delivery to required schedules and past performances in other bids or contracts with the City or other government entities.

RIGHTS OF THE CITY: The City expressly reserves the right to:

- A. Waive as an informality, minor deviations from specifications at a lower price than the most responsive, responsible bidder meeting all aspects of the specifications and consider it, if it is determined that total cost is lower and the overall function is improved or not impaired;
- B. Waive any defect, irregularity or informality in any bid or bidding procedure;
- C. Reject or cancel any or all bids;
- D. Reissue an Invitation to Bid;
- E. Extend the bid deadline time and date;
- F. Procure any item by other means;
- G. Increase or decrease the quantity specified in the Invitation to Bid;
- H. Consider and accept an alternate bid as provided herein when most advantageous to the City.

STANDARDS: Factors to be considered in determining whether the standard of responsibility has been met include whether a prospective bidder has:

- A. Available the appropriate funding, material, equipment, facility and personnel resources and expertise, or the ability to obtain such, necessary to indicate its capability to meet all contractual requirements;
- B. A satisfactory record of performance;
- C. A satisfactory record of integrity;
- D. Qualified legally to Contract or do business within the State of Florida and the City of Margate;
- E. Supplied all necessary information in connection with the inquiry concerning responsibility.

INFORMATION AND DESCRIPTIVE LITERATURE: Bidders must furnish all information requested in the spaces provided on the bid form. Further, as may be specified elsewhere, each bidder must submit for bid evaluation cuts, sketches, and descriptive literature and technical specifications covering the products offered. Reference to literature submitted with a previous bid or on file with the buyer will not satisfy this provision.

INTERPRETATIONS: Any questions concerning conditions and specifications should be directed to this office in writing no later than seven (7) days prior to the bid deadline. Inquiries must reference the date by which the bid is to be received.

CONFLICT OF INTEREST: The award hereunder is subject to all conflict of interest provisions of the City of Margate, Broward County, of the State of Florida.

ADDITIONAL QUANTITIES: The City reserves the right to acquire additional quantities of the bid products or services at the prices bid in this invitation. If additional quantities are not acceptable, the bid sheets must be noted **"BID IS FOR SPECIFIED QUANTITY ONLY"**.

DEMONSTRATIONS: Performance of the equipment/services upon request can be deemed a part of the evaluation process in determining the award of bidder. Demonstrations of the merits of the equipment/services that meet City requirements shall be requested by the Purchasing Division. Equipment demonstrated shall be a minimum of one (1) year old. All required staff, to be assigned per the individual bid product or service application, will form the Bid Award Committee to evaluate and submit a group award recommendation. The City reserves the right to make separate and independent awards based on its needs and the combined evaluation results.

ADDENDA: From time to time, the City may issue an addendum to change the intent or to clarify the meaning of the bid documents. Since all addenda are available to bidders at the Purchasing Division, it is each bidder's responsibility to check with the Purchasing Division, call 954-935-5346 and immediately secure all addenda before submitting bids. It is the usual practice for the City to mail an addendum to known bidders, but it cannot be guaranteed that all bidders will receive ALL addenda in this manner. Each bidder shall acknowledge receipt of ALL addenda by notation on the bid and shall adhere to all requirements specified in each addendum prior to submission of the bid.

ESCALATOR CLAUSE: Any bid which is submitted subject to an escalator clause will be rejected, unless addressed in the Special Conditions Section of the bid documents.

EXCEPTIONS: Incorporation in a bid of exceptions to any portion(s), of the documents may invalidate the bid. Exceptions to the Technical and Special Provisions shall be clearly and specifically noted in the bidder's proposal on a separate sheet marked "**EXCEPTIONS TO THE SPECIFICATIONS**" and this sheet shall be attached to the bid. The use of bidder's standard forms, or the inclusion of manufacturer's printed documents shall not be construed as constituting an exception within the intent of the bid documents.

ALTERNATES: No alternatives to product specification will be accepted.

DISPUTES: In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the City Manager shall be final and binding on both parties.

ANTITRUST CAUSE OF ACTION: In submitting a bid to the City of Margate, the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Margate all rights, title and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Margate. At the City of Margate's discretion, such assignment shall be made and become effective at the time the purchasing agency tenders final payment to the bidder.

GOVERNMENTAL RESTRICTIONS: In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful bidder to notify the City at once, indicating in a letter the specific regulation which required an alteration. The City reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the bid at no expense to the City.

LEGAL REQUIREMENTS: Federal, State, County, and City 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.

ON PUBLIC ENTITY CRIMES: All Invitations to Bid as defined by Section 287.012(16), Florida Statutes, requests for proposals as defined by Section 287.012(23), Florida Statutes, as

may be amended and any contract document described by Section 287.058, Florida Statutes, shall contain a statement informing persons of the provisions of paragraph (2)(a) of Section 287.133, Florida Statutes, which reads as follows:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract or 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, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

ADVERTISING: In submitting a bid, the bidder agrees not to use the results as a part of any commercial advertising. Violation of this stipulation may be subject to action covered under **"NONCONFORMANCE WITH CONDITIONS"**.

ASSIGNMENT: Any Purchase Order issued pursuant to this bid invitation and the funds which may be come due hereunder are not assignable except with the prior written approval of the City.

LIABILITY: The selected bidder(s) shall hold and save harmless the City of Margate, Florida its officers, agents, volunteers and employees from liability of any kind in the performance of this Bid. Further, the selected bidder(s) shall indemnify, save harmless and undertake the defense of the City, its City Commissioners, agents, servants an employees from and against any and all claims, suits, actions, damages, or causes of action arising during the term of this Bid, for any personal or bodily injury, loss of life, or damage to property arising directly or indirectly from bidder's operation pursuant to this Bid and from and against all costs, counsel fees, expenses and liabilities incurred in an about any such claims, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders or judgments which may be entered therein. The City shall notify the bidder within ten (10) days of receipt by the City of any claim, suit or action against the City arising directly or indirectly from the operations of the bidder hereunder, for which the City may be entitled to a claim or indemnity against the bidder, under the provisions of this Bid. Bidder shall have the right to control the defense of any such claim suit or actions. The bidder shall also be liable to the City for all costs, expenses, attorneys' fees and damages which may be incurred or sustained by the City by reason of the bidder's breach of any of the provision of the bid. Bidder shall not be responsible for negligent acts of the City or its employees.

AWARD OF CONTRACT: The City reserves the right to reject any and all bids and to waive technical errors as set forth herein. In the event of a Court challenge to an award by any bidder, damages, if any, resulting from an award shall be limited to actual bid preparation costs incurred by the challenging bidder. In no case will the award be made until all necessary investigations have been made into the responsibility of the bidder and the City is satisfied that the most responsive, responsible bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the required work within the time specified.

AS SPECIFIED: A Purchase Order will be issued to the successful bidder with the understanding that all items/services delivered must meet the specifications herein. Items/services delivered not as specified, will be returned at no expense or penalty to the City of Margate.

DELIVERY: Prices shall be quoted F.O.B. Margate, Florida. F.O.B. destination indicates that the seller is responsible for the shipment until it reaches its destination. Any and all freight charges are to be included in the bid total. The bidder's invoice payment terms must be shown.

WARRANTY REQUIREMENTS: Each item, including all components and all installed accessories and equipment, shall be guaranteed by the bidder to be free of defective parts and workmanship. This warranty shall be for a period of 365 days or the time designated in the standard factory warranty, whichever is longer. The warranty will be the same as that offered to the commercial trade and shall be honored by any of the manufacturer's authorized dealers. Warranty will cover parts, labor and any necessary shipping. Warranty repairs may be accomplished on City property, if space is available; this will be at the sole discretion of the City. Contact the Information Technology Department for permission to perform warranty service on City property. Warranty to start at the time of acceptance by the City; however, in cases where vehicles or equipment are not immediately placed in service, the bidder will provide a delay of warranty start-up time. The period of warranty delay will be coordinated by the Information Technology Department.

PRICES, TERMS AND PAYMENT: Firm prices shall be quoted, typed or printed in ink, and include all packing, handling, shipping charges and delivery to the destination shown herein. Bidder is requested to offer a cash discount for prompt invoice payment. 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.

Upon delivery, the City shall make final inspection. If this inspection shows that the equipment/service has been delivered/performed in a satisfactory manner in accordance with the specifications, the City shall receive the same. **Final payment due the bidder shall be withheld until visual inspection is made by the IT DEPARTMENT and merits of performance evaluated. This total acceptance will be done** in a reasonable and timely manner. Acceptance shall not exceed thirty (30) days. If any equipment/service has to be rejected for any reason, the bidder shall be required to pick up the equipment, accomplish the necessary repairs and return the equipment to the City. Warranty repairs may be accomplished on City property if space is available; this will be at the discretion of the City. Title to or risk loss or damage to all items shall be the responsibility of the bidder, unless such loss or damages have been proven to be the result of negligence by the City.

- A. TAXES: Do not include State or Federal taxes. Not applicable to municipalities.
- B. MISTAKES: Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
- C. DISCOUNTS: Will be considered in determining the lowest net cost.
- D. CONDITION 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.
- E. SAFETY STANDARDS: Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall carry U.L. approval and reexamination listing where such has been established.

LICENSE AND PERMITS: It shall be the responsibility of the successful bidder to obtain all licenses and permits, if required, to complete this service at no additional cost to the City. Licenses and permits shall be readily available for review by the Purchasing Agent and City Inspectors.

BROWARD COUNTY INSPECTOR GENERAL:

The contractor is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of any contracts resulting from this solicitation, and in furtherance thereof, may demand and obtain records and testimony from the contractor and its subcontractors and lower tier subcontractors. The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested, may be deemed by the municipality to be a material breach of this Bid justifying its termination.

PUBLIC RECORDS: Sealed documents received by the City in response to an invitation are exempt from public records disclosure until thirty (30) days after the opening of the Bid unless the City announces intent to award sooner, in accordance with Florida Statutes 119.07.

The City is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- A. Keep and maintain public records required by the CITY to perform the service;
- B. Upon request from the CITY's custodian of public records, provide the CITY 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 in chapter 119, Fla. Stat. or as otherwise provided by law;
- C. Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract and, following completion of the contract, Contractor shall destroy all copies of such confidential and exempt records remaining in its possession once the Contractor transfers the records in its possession to the CITY; and
- D. Upon completion of the contract, Contractor shall transfer to the CITY, at no cost to the CITY, all public records in Contractor's possession. All records stored electronically by Contractor must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

E. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

JOSEPH J. KAVANAGH, CITY CLERK
5790 MARGATE BOULEVARD, MARGATE, FLORIDA 33063
954-935-5327
cityclerk@margatefl.com

Attachment "A"
City of Margate
Risk Management Department
INSURANCE ADVISORY FORM

BIDDER ACKNOWLEDGEMENT

Submit Bids To: PURCHASING DIVISION
5790 Margate Boulevard
Margate, Florida 33063
Telephone: (954) 935-5346

Bid Title: DELL OPTIPLEX 7050 SFF DESKTOP PCs

Bid Number: 2018-010

Bid Due: 11:00 am Wednesday, April 4, 2018.

Bids will be opened in Purchasing Division unless specified otherwise and may not be withdrawn within ninety (90) days after such date and time.

All awards made as a result of this bid shall conform to applicable sections of the charter and codes of the City.

Name of Vendor: _____

Federal I.D. Number: _____

A Corporation of the State of: _____

Area Code: _____ Telephone Number: _____

Area Code: _____ FAX Number: _____

Mailing Address: _____

City/State/Zip: _____

Vendor Mailing Date: _____

E-Mail Address: _____

Authorized Signature

Name Typed

BID FORM

BID No. 2018-010

**FOR
DELL OPTIPLEX 7050 SFF DESKTOP PCs**

To All Bidders:

The undersigned declares that he/she has carefully examined the specifications and is thoroughly familiar with its provisions and with the quality, type and grade of product/service called for.

When submitting more than one bid proposal price for this product and/or service, indicate how many individual and/or combination item(s) are to be tabulated and considered. Attach a separate proposal sheet for each.

Basis of Award: The award will be made to the lowest responsive and responsible bidder by total annual price.

The undersigned proposes to furnish and deliver 120 Dell Optiplex 7050 SFF Desktop PCs in accordance with the specifications for the sum of:

DESCRIPTION	UNIT COST	TOTAL COST
SUPPLY AND DELIVER 120 DELL OPTIPLEX 7050 SFF DESKTOP PCs (NO EQUAL OR ALTERNATIVES ACCEPTED)	\$ _____	\$ _____

COMPANY NAME

SIGNATURE

PRINTED NAME OF AUTHORIZED OFFICIAL

(_____) _____
TELEPHONE NUMBER

TITLE

(_____) _____
FAX NUMBER

E-MAIL ADDRESS

NON COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____)

_____, being first duly sworn, deposes and says that:

- 1) He is _____ of _____,
(Title) (Name of Corporation or Firm)
the bidder that has submitted the attached bid;
- 2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- 3) Said bid is genuine and is not a collusive or sham bid;
- 4) Further, the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Margate or any person interested in the proposed Contract; and
- 5) **The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.**

(Signed) _____

Subscribed and sworn to before me

(Title) _____

This _____ day of _____, 20 _____

My commission expires _____

ANTI-KICKBACK AFFIDAVIT

STATE OF FLORIDA)

COUNTY OF BROWARD)

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Margate as a commission, kickback, reward of gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By: _____
NAME - SIGNATURE

Sworn and subscribed before me
this _____ day of _____, 20 _____

Printed Information:

NAME

TITLE

NOTARY PUBLIC, State of Florida
at Large

COMPANY

"OFFICIAL NOTARY SEAL" STAMP

CONFIRMATION OF MINORITY OWNED BUSINESS

A requested form to be made a part of our files for future use and information. Please fill out and indicate in the appropriate spaces provided which category best describes your company. Return this form with your bid proposal sheet making it an official part of your bid response.

Is your company a Minority Owned Business ? _____ Yes _____ No

If Yes, please indicate by an "X" in the appropriate box:

- () AMERICAN INDIAN
- () ASIAN
- () BLACK
- () HISPANIC
- () WOMEN
- () OTHER _____
(specify)
- () NOT APPLICABLE

Do you possess a Certification qualifying your business as a Minority Owned Business?

YES _____ NO _____

If YES, Name the Organization from which this certification was obtained and date:

Issuing Organization for Certification

Date of Certification

CONFIRMATION OF DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the City of Margate or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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 employee 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 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.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature

BROWARD COUNTY INSPECTOR GENERAL

ACKNOWLEDGMENT

The Contractor is aware that the Inspector General of Broward County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and in furtherance thereof may demand and obtain records and testimony from the Contractor and its subcontractors and lower tier subcontractors.

The contractor understands and agrees that in addition to all other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the municipality to be a material breach of this contract justifying its termination.

CONTRACTOR NAME

By _____

Title: _____

Date: _____

STATEMENT OF NO BID

If you are not bidding this service/commodity, please complete and return this form to: PROCUREMENT DIVISION, City of Margate, 5790 Margate Boulevard, Margate, Florida 33063.

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the City of Margate.

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE: _____

SIGNATURE: _____

DATE: _____

WE, the undersigned have declined to bid on your Bid No. **BID No. 2018-010 FOR DELL OPTIPLEX 7050 SFF DESKTOP PCs** because of the following reasons:

_____ Specifications too "tight", i.e., geared toward brand or manufacturer only
(explain below)

_____ Insufficient time to respond to the Invitation to Bid

_____ We do not offer this product or an equivalent

_____ Our product schedule would not permit us to perform

_____ Unable to meet specifications

_____ Unable to meet bond requirements

_____ Specifications unclear (explain below)

_____ Other (specify below)

REMARKS: _____

TECHNICAL SPECIFICATIONS

BID NO. 2018-010

SUPPLY AND DELIVER DELL OPTIPLEX 7050 SFF DESKTOP PCs

SPECIFICATIONS:

Supply and deliver 120 Dell Optiplex 7050 SFF Desktop PCs (**NO EQUAL OR ALTERNATIVES ACCEPTED**) for City of Margate, Information/Technology Department, 5790 Margate Blvd., Margate, FL 33063.

DELIVERY SCHEDULE:

25 Computers per month for 4 months.

20 Computers on the last month.

Warranty starts when specific computers are delivered to the City of Margate.

DESCRIPTION:

(120) OptiPlex 7050 SFF Desktop PCs

Intel Core i5-7500 (QC/6MB/4T/3.4GHz/65W); supports Windows 10/Linux
SKU# 338.BKYY

Win 10 Pro 64 English, French, Spanish
SKU# 619-AHKN

OptiPlex 7050 SFF with 180W up to 85% efficient Power Supply (80Plus Bronze)
SKU# 329-BDHJ

Intel Integrate Graphics, Dell OptiPlex
SKU# 490-BBFG

16GB (2x8GB) 2400MHz DDR4 Memory
SKU# 370-ADJS

No Out-of-Band Systems Management
SKU# 631-ABGH

500GB 2.5inch Serial ATA (7,200 Rpm) Hard Drive
SKU# 400-ANPO

Intel Ready Mode Technology
SKU# 631-ABGL

NO RAID

SKU# 817-BBBN

DVD+/-RW Bezel, Small Form Factor

SKU# 325-BBRJ

Tray load DVD Drive (Reads and Writes to DVD/CD)

SKU# 429-AAJV

CMS Essentials DVD no Media

SKU# 658-BBTV

No Bcom required

SKU# 555-BBKH

No Media Card Reader

SKU# 385-BBCR

Dell KB216 Wired Multi-Media Keyboard English Black

SKU# 580-ADJC

Dell MS116 Wired Mouse, Black

SKU# 275-BBBW

No FGA

SKU# 817-BBBB

OptiPlex 7050 Small Form Factor XCTO

SKU# 210-AKOK

Bracket for 2.5 inch Hard Drive Disk, Small Form Factor, OptiPlex

SKU# 575-BBGD

System Power Cord (Philippine/TH/US)

SKU# 450-AAOJ

No Diagnostic/Recovery CD media

SKU# 340-ABJI

SupportAssist

SKU# 525BBCL

Dell(TM) Digital Delivery Cirrus Client

SKU# 640-BBLW

Dell Client System Update (Updates latest Dell Recommended BIOS, DRIVERS, Firmware and Apps)

SKU# 658-BBMR

Waves Maxx Audio

SKU# 658-BBRB

Dell Developed Recovery Environment

SKU# 658-BCUV

Safety/Environment and Regulatory Guide (English/French Multi-language)

SKU# 340-AGIK

US Order

SKU# 332-1286

No Quick Reference Guide

SKU# 340-ABKW

No CompuTrace

SKU# 461-AABF

TPM Enabled

SKU# 329-BBJL

No Integrated Stand Option

SKU# 575-BBBI

NO ADAPTER

SKU# 470-AAJL

E-Star 6.1 TCO 5.0 Driver, Service Install Module

SKU# 387-BBLW

OS-Windows Media Not Included

SKU# 620-AALW

Ship Material for Opti 5050 SFF

SKU# 340-BKFK

Shipping Label for DAO

SKU# 389-BBUU

No Accessories

SKU# 461-AABV

MOD, LBL, REG, SFF, MEX, EPA, 7050

SKU# 389-BRPU

No UPC Label

SKU# 389-BCGW

Intel Dual Band Wireless 8265 (802.11ac) Driver

SKU# 555-BDIM

Dell Limited Hardware Warranty Plus Service
SKU# 812-3886

ProSupport: 7x24 Technical Support, 3 Years
SKU# 812-3894

ProSupport: Next Business Day Onsite 3 Years
SKU# 812-3908

Dell 23 Monitor P2317H
SKU# 210-AIIB

Dell Limited Hardware Warranty
SKU# 814-9381

Advanced Exchange Service, 3 Years
SKU# 814-9382