

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Council members

**FROM:** Chief John George

**SUBJECT:** Resolution

**TITLE OF AGENDA ITEM:** A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, AUTHORIZING THE EXPENDITURE FROM THE LAW ENFORCEMENT TRUST ACCOUNT TO ACCEPT THE BID FOR WINDOWS BASED COMPUTERS, BROWARD COUNTY BID A998204B1.

**REPORT IN BRIEF:**

The Police Department desires to switch from the Macintosh computer platform to the Dell Computers Windows based computer platform which will allow for greater ease of information sharing between other Government Agencies. The Police Department has reviewed models from numerous manufacturers and found that based on quality and service, Dell Computer Corporation is the preferred supplier of the equipment. All the Dell computers come with a three year warranty in which they (Dell) will respond to the Town within 4 hours of the service call. The resolution request \$200,000.00 of Law Enforcement Trust Fund monies to be utilized in compliance with F.S.S. 932.704, which is not a recurring cost, for the purpose of replacing the Macintosh computers and software. Broward County and the Broward County School Board conducted a joint competitive bid for all computers and established highly competitive pricing. The Town will use the rate structure established by Broward County.

**PREVIOUS ACTIONS:**

Not applicable

**CONCURRENCES:**

**FISCAL IMPACT:**

Has request been budgeted?    yes

If yes, expected cost - \$ 200,000.00

Account Name:       Law Enforcement Trust Fund

**RECOMMENDATION(S):**

Motion to approve the resolution.

**Attachment(s):**

Resolution

Procurement Authorization

Broward County Contract Award

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE FLORIDA, AUTHORIZING THE EXPENDITURE FROM THE LAW ENFORCEMENT TRUST ACCOUNT TO ACCEPT THE BID FOR WINDOWS BASED COMPUTERS, BROWARD COUNTY BID A998204B1.

WHEREAS, the Town of Davie is converting from the Macintosh computer platform to the Windows based computer platform; and

WHEREAS, the police department is in need of laptop computers, desktop computers, peripheral equipment and software to meet department needs ; and

WHEREAS, this conversion will assist the police department by enhancing technology which will improve computer communication internally and externally; and

WHEREAS, Broward County has solicited sealed bids for such computer equipment; and

WHEREAS, after review, the Town Council wishes to accept the bid awarded by Broward County to Dell Computer Corporation; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid awarded by Broward County to Dell Computer Corporation for windows based computer equipment and software.

SECTION 2. The Town Council hereby authorizes the expenditure not to exceed \$200,000.00 from the Law Enforcement Trust Fund in compliance with F.S.S. 932.704 which is not a recurring cost, for the purchase of these computers and related software.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2001

**TOWN OF DAVIE  
PROCUREMENT AUTHORIZATION**

<u>ACCOUNT NUMBER</u>	<u>BUDGET ITEM &amp; DESCRIPTION</u>	<u>APPROXIMATE COST</u>
001-0520-521-0315	Dell Computers and Software	\$200,000.00

**METHOD OF PROCUREMENT (check the one that applies)**

Open Competitive Bidding  
 Piggyback on Contract Number - Broward County Bid A998204B1  
 Sole Source

**CHECKLIST, SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed \_\_\_\_\_  
Department Head

Have Funds been Reserved \_\_\_\_\_

Date: \_\_\_\_\_

Signed \_\_\_\_\_  
Town Administrator

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**BIDS SUBMITTED**

VENDOR

COST

**(All computer equipment and software is being purchased off Broward County Bid A998204B1)**

\$2000,000.00 of Law Enforcement Trust Fund monies will be used to switch over the Department to Dell Windows based computers and software from the current Macintosh computers. This purchase is in compliance with F.S.S. 932.704, which is not a recurring cost.

Signed \_\_\_\_\_  
Purchasing Specialist

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**TOWN ADMINISTRATOR'S RECOMMENDATION**

Vendor

Cost

Signed \_\_\_\_\_  
Town Administrator

AGREEMENT

Between

BROWARD COUNTY

and

DELL MARKETING, L.P.

for

MICROCOMPUTERS (GROUP I),  
NOTEBOOKS (GROUP II), AND SERVERS (GROUP IV)

BID #A-9-98-204-B-1

This Agreement to amend bid award is made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, hereinafter referred to as "COUNTY," and DELL MARKETING, L.P., hereinafter referred to as "DELL."

WHEREAS, the above-referenced bid was awarded to Dell Marketing, L.P., for the initial period beginning May 25, 1999 through May 24, 2000, and has been renewed through May 24, 2001; and

WHEREAS, the purpose of this amendment is to change the existing contract for the second renewal period of May 25, 2001 through May 24, 2002; and

WHEREAS, this amendment is proposed by Nicole Fontayne-Mack, Chief Information Officer, Broward County Office of Information Technology, and Michael Walker, Purchasing Agent II - Technical Specialist/Supervisor, Broward County Purchasing Division;

NOW, THEREFORE, the parties hereby agree to renew the contract as follows:

1. Renew Groups I and II without change: (1) Microcomputers/Hard Drives/CD-ROM/Mice/Monitors/Keyboards and (2) Notebooks.

2. Renew Groups IV (File Servers) on a month-to-month basis not to exceed May 24, 2002, due to the anticipation of a new bid for increased capacity file servers which may supersede the file server specifications contained in this contract.

3. All other terms and conditions of Bid No. A-9-98-204-B-1 shall remain the same.

IN WITNESS WHEREOF, the parties hereto have executed this document on this 24 day of April, 2001.

Broward County, by and through  
its Board of County Commissioners

Dell Marketing, L.P.

  
\_\_\_\_\_  
JOHN E. ROOSTROM, Jr., Chair

  
\_\_\_\_\_  
Vickie Schneider, Manager, Proposals  
State and Local Government

24 day of April, 2001

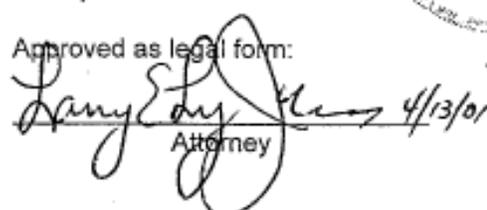
11<sup>th</sup> day of April, 2001

ATTEST:

  
\_\_\_\_\_  
County Administrator



Approved as legal form:

  
\_\_\_\_\_  
Attorney 4/13/01

LEL:dp  
DellMarketing.a01  
01-101  
4/3/01

**SUBMIT BID TO:**

Broward County Purchasing Division  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, Florida 33301-1801

BOARD OF COUNTY COMMISSIONERS  
BROWARD COUNTY, FLORIDA

**INVITATION FOR BID**

Bidder Acknowledgment

**— GENERAL CONDITIONS —**

THESE INSTRUCTIONS ARE STANDARD FOR ALL CONTRACTS FOR COMMODITIES/SERVICES ISSUED BY THE BOARD OF COUNTY COMMISSIONERS. THE BOARD OF COUNTY COMMISSIONERS MAY DELETE, SUPERSEDE OR MODIFY ANY OF THESE STANDARD INSTRUCTIONS FOR A PARTICULAR CONTRACT BY INDICATING SUCH CHANGE IN THE SPECIAL INSTRUCTIONS TO BIDDERS OR IN THE BID SHEETS. BY ACCEPTANCE OF A PURCHASE ORDER ISSUED BY THE COUNTY, BIDDER AGREES THAT THE PROVISIONS INCLUDED WITHIN THIS INVITATION FOR BID SHALL PREVAIL OVER ANY CONFLICTING PROVISION WITHIN ANY STANDARD FORM CONTRACT OF THE BIDDER REGARDLESS OF ANY LANGUAGE IN BIDDER'S CONTRACT TO THE CONTRARY.

**BIDDER ACKNOWLEDGEMENT MUST BE SIGNED AND RETURNED WITH YOUR BID**

**SEALED BIDS:** This form must be executed and submitted with all bid sheets in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE BID PER ENVELOPE). The face of the envelope shall contain the above address, the date and the time of bid opening, and bid number. Bids not submitted on attached bid form may be rejected. All bids are subjected to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.

- EXECUTION OF BID:** Bid must contain an original signature of an individual authorized to bind the bidder. Bid must be typed or printed in ink. All corrections made by bidder to his bid must also be initialed. The bidder's name should also appear on each page of the bid sheet if required. Bids will not be accepted from firms in arrears to the Board of County Commissioners upon debt or contract nor from a defaulter upon obligations to the Board of County Commissioners. Bidder certifies by signing the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with Broward County within the last three years, unless so noted in the bid documents.
- NO BID:** If not submitting a bid, respond by returning this Bidder Acknowledgement form, marking it "NO BID", no later than the stated bid opening date and hour, and explain the reason in the space provided. Failure to respond without justification may be cause for removal of the bidder's name from the bid mailing list. NOTE: To qualify as a respondent, bidder must submit a "NO BID."
- BID WITHDRAWAL:** No bidder may withdraw his bid before the expiration of ninety (90) calendar days from the date of bid opening unless vendor so notes in the bid.
- BID OPENING:** Shall be public, on date, location and time specified on the bid form. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the bid form. Bids, which for any reason are not so delivered, will not be considered. Bid files and any bids after they are opened may be examined during normal working hours by appointment. Bid tabulations are available for inspection upon request.
- ADDENDA TO BID:** Broward County reserves the right to amend this Bid prior to the Bid opening date indicated. Only written addenda will be binding. If, upon review, material errors in specifications are found, contact the Purchasing Division immediately, prior to Bid opening date, to allow for review and subsequent clarification on the part of Broward County.

(Continued on Page 2)

BIDS WILL BE OPENED 2 p.m. March 16, 1999  
and may not be withdrawn within 90 calendar days after such date and time.

BID TITLE: Microcomputers, Servers, Notebooks & Related Items

BID NO.: A-98-204-B1

PURCHASING AGENT NAME & TELEPHONE NUMBER

DELIVERY DATE

SEE SPECIAL INSTRUCTION

CASH DISCOUNT TERMS 0%

BID GUARANTY IS ATTACHED, WHEN REQUIRED, IN THE AMOUNT OF 5% of total amount bid for Group V.

REASON FOR NO BID

FEDERAL EMPLOYER I.D. or SOCIAL SECURITY NUMBER

74-26-16805

DUN & BRADSTREET NUMBER

11-431-5195

BIDDER NAME

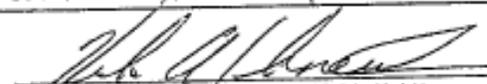
Dell Marketing L.P.

BIDDER MAILING ADDRESS/CITY/STATE/ZIP

One Dell Way, RR8  
Round Rock, TX 78682

AREA CODE TELEPHONE NO.  
800-981-3355, x86928

CONTACT PERSON  
Janet McLaughlin



AUTHORIZED SIGNATURE (original in ink)

Vickie Schneider Manager, SLG Proposals

TYPED NAME OF SIGNER

TITLE

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same items/services, 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. Further by signature of this form, pages 1 through 4, I acknowledge and accept as well as any special instruction sheet(s) if applicable.

- 6. PRICES, TERMS & PAYMENTS:** Firm prices shall be bid and include all handling, set up, shipping and inside delivery charges to the destination shown herein unless otherwise indicated.
- (a) **The Bidder:** in submitting this bid certifies that the prices quoted herein are not higher than the prices at which the same commodity(ies) or service(s) is sold in approximately similar quantities under similar terms and conditions to any purchaser whomsoever.
- (b) **F.O.B. Delivery Point** — All prices bid must be F.O.B. delivery point, unloaded inside and assembled unless otherwise indicated.
- (c) **Tie Bids:** The award on tie bids will be decided by the Director of the Purchasing Division in accordance with the provisions of the Procurement Code.
- (d) **TAXES:** Broward County is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption numbers appear on purchase order.
- (e) **DISCOUNTS:** Bidders may offer a cash discount for prompt payment. However, such discounts will not be considered in determining the lowest net cost for bid evaluation purposes. Bidders should reflect any discounts to be considered in the bid evaluation in the unit prices bid.
- (f) **MISTAKES:** Bidders are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to the bid. Failure of the bidder to examine all pertinent documents shall not entitle him to any relief from the conditions imposed in the contract. In case of mistakes in extension, the unit price shall govern. Multiplication or addition errors are deemed clerical errors and shall be corrected by the County.
- (g) **ORDERING:** The Board of County Commissioners reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the contract and if the seller is unable to comply therewith, the Board of County Commissioners reserves the right to obtain such delivery from others without penalty or prejudice to the County or to the seller.
- 7. CONDITIONS AND PACKAGING:** Unless otherwise stated in the special instructions to bidders or the bid sheets, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods and shall be the current standards production model available at the time of the bid. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged shall bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, purchase order number and any other markings required by specifications, or other acceptable means of identifying vendor and purchase order number.
- 8. SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards thereunder. In compliance with Chapter 442, Florida Statutes, any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered from a contract resulting from this bid must be accompanied by a Material Safety Data Sheet (MSDS). A Material Safety Data Sheet (MSDS) should also be submitted to the Broward County Risk Management Division, 115 South Andrews Avenue, Room 210, Fort Lauderdale, Florida 33301-1803. The MSDS must include the following information.
- (a) The chemical name and the common name of the toxic substance.
- (b) The hazards or other risks in the use of the toxic substance, including:
1. The potential for fire, explosion, corrosivity, and reactivity;
  2. The known acute and chronic health effects of risks from exposures, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  3. The primary routes of entry and symptoms of overexposure.
- (c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- (d) The emergency procedure for spills, fire, disposal, and first aid.
- (e) A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- (f) The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.
- 9. OPEN-END CONTRACT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open end contract. Estimated quantities will be used for bid comparison purposes only. The Board of County Commissioners reserves the right to: issue purchase orders as and when required, or, issue a blanket purchase order for individual agencies and release partial quantities or, issue instructions for use of Direct Purchase Orders by various County agencies, or, any combination of the preceding. No delivery shall become due or be acceptable without a written order by the County, unless otherwise provided in the contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the seller may be given telephone notice, to be confirmed by an order in writing.
- 10. CONTRACT PERIOD (OPEN-END CONTRACT):** The initial contract period shall start with the expiration date of the previous contract or date of award, whichever is latest, and shall terminate one (1) year from that date. The contractor will complete delivery and the County will receive delivery on any orders mailed to the contractor prior to the date of expiration. The Purchasing Director may renew this contract for a second period subject to vendor acceptance, satisfactory performance and determination that renewal will be in the best interest of the County. Notification of intent to Renew will be mailed sixty (60) calendar days in advance of expiration date of this contract. All prices, terms and conditions shall remain firm for the initial period of the contract and for any renewal period unless subject to price adjustment specified as a "special condition" hereto.
- In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the Purchasing Director. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the County.*
- 11. FIXED CONTRACT QUANTITIES:** Purchase order(s) for full quantities will be issued to successful bidder(s) after notification of award and receipt of all required documents. Fixed contract quantities up to twenty (20) percent of the originally

- specified quantities may be ordered prior to the expiration of one (1) year after the date of award, provided the Contractor agrees to furnish such quantities at the same prices, terms and conditions.
12. **PAYMENT:** Payment will be made by the County after commodities/services have been received, accepted and properly invoiced as indicated in contract and/or order. Invoices must bear the purchase order number.
  13. **DELIVERY:** Delivery time shall be computed in calendar days from the issuance date of purchase order. Although, actual requested date or number of calendar days for delivery may be specified, state number of calendar days required to make delivery and installation after issuance of purchase order or request for services in space provided. Unless otherwise stipulated in the Contract, delivery shall be made between 9:00 a.m. and 4:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements. However goods required for daily consumption, or where the delivery is an emergency, a replacement, or is overdue, the convenience of the Division shall govern. If, in calculating the number of calendar days from the order date, the delivery date falls on a Saturday, Sunday or holiday, delivery shall be made not later than next succeeding business day. Delivery time may be considered in determining award.
  14. **MANUFACTURERS NAME AND APPROVED EQUIVALENTS:** Manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and establishment of quality level desired and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid complete descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. Broward County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.
  15. **INTERPRETATIONS:** Any questions concerning conditions and specifications shall be directed in writing to the Purchasing Division. No interpretation(s) shall be considered binding unless provided to all Bidders in writing by the Director of the Purchasing Division.
  16. **AWARDS:** If a specific basis of award is not established in the Invitation for Bid, the award shall be to the responsible bidder with the lowest responsive bid meeting the written specifications. As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) by individual commodities/services, group of commodities/services, all or none or any combination thereof. When a group is specified, all items within the group must be bid. A bidder desiring to bid "No Charge" on an item in a group must so indicate, otherwise the bid for the group will be construed as incomplete and may be rejected. However, if bidders do not bid all items within a group, the County reserves the right to award on an item by item basis. When a group bid is indicated for variable quantities and the bid for the group shows evidence of unbalanced bid prices, such bid may be rejected. The Purchasing Director, or the Board of County Commissioners, whichever is applicable reserves the right to waive technicalities and irregularities and to reject any or all bids.
  17. **WARRANTY:** The bidder should specify any warranty applicable to the items bid, and complete the warranty form attached when applicable.
  18. **SAMPLES:** Samples of items, when required, must be furnished by bidder free of charge to the County. Each individual sample must be labeled with bidder's name, manufacturer's brand name and be delivered by him within ten (10) calendar days of the bid opening unless the schedule indicates a different time or unless submission is required before the bid opening. If samples are required subsequent to the bid opening, they should be delivered within ten (10) calendar days of the request. The County will not be responsible for returning samples.
  19. **NON-CONFORMANCE TO CONTRACT CONDITIONS:** The County may withhold acceptance of, or reject any items which are found, upon examination, not to meet the specification requirements. Upon written notification of rejection, items shall be removed within five (5) calendar days by the Vendor at his expense and redelivered at his expense. Rejected goods left longer than thirty (30) days will be regarded as abandoned and the Board shall have the right to dispose of them as its own property. On foodstuffs and drugs, no written notice or rejection need be given. Upon verbal notice to do so, the Vendor shall immediately remove and replace such rejected merchandise at his expense. Rejection for non-conformance, failure to provide services conforming to specifications, or failure to meet delivery schedules may result in contractor being found in default.
  20. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County.
  21. **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 bid prior to their delivery, it shall be the responsibility of the successful bidder to notify the County at once, indicating in his letter the specific regulation which required an alteration. The Board of County Commissioners reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.
  22. **LEGAL REQUIREMENTS:** Applicable provisions of all Federal, State, County and local laws, and of all ordinance, rules and regulations including the Procurement Code of Broward County shall govern development, submittal and evaluation of bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid in response hereto and Broward County by and through its officers, employees and authorized representative, or any other person natural or otherwise. Lack of knowledge by any bidder shall not constitute a recognizable defense against the legal effect thereof.
  23. **PATENTS AND ROYALTIES:** The bidder, without exception, shall indemnify and save harmless the County and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the County. If the bidder uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
  24. **ASSIGNMENT, SUBCONTRACT:** Contractor shall not transfer, convey, pledge, subcontract or assign the performance required by this bid without the prior written consent of the

Purchasing Director. Any Award issued pursuant to this bid invitation and the monies which may become due hereunder are not assignable, transferrable, or otherwise disposable except with the prior written consent of the Purchasing Director.

25. **INDEMNIFICATION:** The Contractor shall indemnify, save harmless, and defend Broward County, its officers, agents and employees from and against any claims, demands or causes of action of whatsoever kind or nature arising out of error, omission, negligent act, conduct or misconduct of Contractor, his agents, servants or employees in the provision of goods or the performance of services pursuant to this bid.
26. **QUALIFICATIONS OF BIDDER:** Bids will be considered only from firms normally engaged in providing the types of commodities/services specified herein. The Purchasing Director or the Board of County Commissioners, reserves the right to inspect the facilities, equipment, personnel and organization or to take any other action necessary to determine ability to perform in accordance with specifications, terms and conditions. The Purchasing Director or the Board of County Commissioners will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform. The Purchasing Director or the Board of County Commissioners reserves the right to consider a bidder's history of citations and/or violations of Environmental regulations in determining responsibility. Bidder should submit with his proposal a complete history of all citations and/or violations notices and dispositions thereof. Failure of a Bidder to submit such information may be grounds for termination of any contract awarded to successful Bidder. Bidder shall notify County immediately of notice of any citations or violations which he may receive after the Bid or Proposal opening date and during the time of performance under any Contract awarded to him.
27. **EQUAL EMPLOYMENT OPPORTUNITY:** No Contractor shall discriminate against any employee or applicant for employment because of race, religion, color, sex or National origin, or physical or mental handicap if qualified. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, or physical or mental handicap. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.
28. **CANCELLATION:** If, in the opinion of the Board of County Commissioners, the Contractor fails to perform after reasonable notice, or the Contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the Contract, the County reserves the right to cancel the Contract by means of written notification.
29. **NOTICE TO SELLER TO DELIVER:** No delivery shall become due or be acceptable without a written order or shipping instruction by the County, unless otherwise provided in the Contract. Such order will contain the quantity, time of delivery and other pertinent data. However, on items urgently required, the Seller may be given telephone notice, to be confirmed by an order in writing.
30. **MODIFICATIONS:** All changes to purchase orders shall be

by issuance of a change order. Any modifications or changes to any contract entered into as a result of this bid must be by written amendment with the same formality and of equal dignity prior to the initiation of any such change.

31. **INSURANCE:** The Insurance Requirements contained in this Bid represent the minimal protection necessary for the County as determined by the Risk Management Division. Further modifications of the requirements may be made at the sole discretion of the Risk Management Division if circumstances change or adequate protection of the County is presented. No award will be recommended until a written determination is made by Risk Management Division that the County is adequately protected. The low bidder shall be required to provide proper insurance to the Purchasing Division prior to award by the Purchasing Director or recommendation of award to the Board of County Commissioners, whichever is applicable.
32. **RESOLVE PROTESTED SOLICITATIONS AND PROPOSED AWARDS:** In accordance with the Broward County Procurement Code Sec. 21.118, relative to "Pre-Litigation Protested Solicitations and Proposed Awards":
- Right to Protest. Any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or proposed award of a contract which is \$100,000 or greater may protest to the Director of purchasing. The protest shall be submitted in writing within seven calendar days after such aggrieved person knows or should have known the facts giving rise thereto.
  - Any actual or prospective bidder or offer who is aggrieved in connection with the solicitation or proposed award of a contract which is less than \$100,000 may protest to the Director of Purchasing. The protest shall be submitted in writing within three working days from the time the recommendation for award is made by a Purchasing Agent to the Director of Purchasing.

The entire chapter of the Broward County Procurement Code Describing the aforementioned subject matter can be obtained from the Purchasing Division's Secretary by calling (954) 357-6071. You may also view the procurement code on the internet at:

<http://www.co.broward.fl.us/purchasing.htm>



Broward County  
PURCHASING DIVISION  
115 S. Andrews Avenue, Room 212  
Fort Lauderdale, Florida 33301-1801  
(954) 357-6065/66

**Special Instructions to Bidders**

1. **Scope**  
Dell acknowledges and complies.
2. **Award Criteria**  
Dell acknowledges and complies.
3. **Specifications and Requirements**  
Dell acknowledges and complies.
4. **Further Information**  
Dell acknowledges and complies.
5. **Bidders Qualifications**  
Dell acknowledges and complies.
6. **Year 2000 Compliance Warranty**  
Please see Attachment IV for Year 2000 Compliance Information
7. **Pre-Bid Conference**  
Not applicable
8. **Delivery and Acceptance**  
Dell acknowledges and complies.
9. **Samples, Product Literature and Descriptive Catalogues**  
Dell acknowledges and complies. Please see "Specifications and Requirements" Section for Specifications
10. **Insurance Requirements:**  
Dell acknowledges and complies. Please see sample of Dell's Insurance Certificate in Attachment II.
11. **Bid Guaranty**  
Dell acknowledges and complies. The requested Bid Bond is provided under separate cover.
12. **Performance and Payment Guaranty**  
Dell acknowledges and complies.
13. **Qualifications of Surety**  
Dell acknowledges and complies.
14. **Instructions for Bidding**  
Dell acknowledges and complies.

**15. Pricing**

Dell acknowledges and complies.

**16. Price Adjustment**

Dell acknowledges and complies.

**17. Energy Efficient:**

Dell acknowledges and complies.

**18. Local Preference Clause:**

Dell acknowledges and complies.

**19. Occupational License Requirements:**

Dell acknowledges and complies.

**20. Drug-Free Workplace Certification:**

Dell acknowledges and complies.

**21. Public Entity Crimes Act**

Dell acknowledges and complies.

**22. Battery Disposal:**

Dell acknowledges and complies.

The Lithium-Ion battery is an advantage Dell offers compared to many of the other notebooks available. Dell's Lithium-Ion Battery does not contain any toxic materials and is environmentally safe/green. This is not true for NiCad and NiMH batteries which do contain toxic materials including heavy metals which can poison the environment if released.

**23. Recycled Content Information**

Through its Environmental & Ecology and Facilities Management Departments, Dell is currently developing cooperative relationships with its suppliers to assure that Dell computer systems meet strict environmental criteria for chassis material, components, packaging, and manufacturing processes. Dell provides all its vendors Environmental & Recyclability Design Guidelines to help them understand the importance of developing components that will meet eco-labeling criteria. In fact, many of Dell's suppliers already have extensive environmental management programs of their own.

To meet environmental certification under TCO '95, Dell requires that manufacturers of the OptiPlex system board, hard-disk drives, graphics cards, printed circuit boards, keyboards, and monitors do not use CFC or HCFC compounds, chlorinated solvents, or other ozone-depleting chemicals in their manufacturing processes. Although Dell has come a long way in developing OptiPlex to be a leading environmentally sound product, there is always room for improvement. Dell will continue to develop and strengthen supplier relationships so it can proactively design and manufacture systems using leading technologies and materials.

**24. Cancellation for Convenience**

Dell acknowledges and complies.

**25. Substitutions**

Dell acknowledges and complies.

Dell is a manufacturer of PC systems and Dell's research and development team works very closely with standards organizations to provide some of the most open systems on the market. To this end, Dell maintains strategic relationships with key industry leaders such as Intel, 3COM, Novell, Adaptec, Microsoft, Sony, Seagate, Toshiba, Motorola, and other suppliers of components used in the desktop and notebooks systems we sell.

Dell strives for long product cycles. For example, the OptiPlex corporate desktop line was established in August 1993 and the Latitude corporate notebook line was introduced in 1994. While Dell introduces enhancements to specific systems within each platform, such as processor, DMI capabilities, and so forth, the basic platform has remained a standard Dell offering. While the typical availability for products is 12 to 22 months, Dell continually works on transitioning to relevant technologies to keep up with changing market requirements and therefore may adopt new families of components. As a general matter, however, Dell plans to offer the hardware products specified in this proposal or an equivalent product throughout the term of the relationship with Broward County. In no instance will the functionality of the equivalent products be less than the specifications of the products offered in this proposal.

**26. Technology Protection Clause:**

Dell acknowledges and complies.

**27. Equipment Upgrades:**

Dell acknowledges and complies..

**28. Ordering**

Dell acknowledges and complies.

**29. Other Government Contracts**

Dell acknowledges and complies.

**30. Reports**

Dell acknowledges and complies.

**31. Auditing?**

Dell acknowledges and complies.

**32. Subcontracting**

Dell acknowledges and complies.

**33. Technical Staffing Consistencies**

Dell acknowledges and complies.

**34. Non-Collusion Statement**

Dell acknowledges and complies.

**Broward County Purchasing Division  
Microcomputers, Servers, Notebooks Related Items, Bid A-9-98-204-B1**

**Group I (Items 1 thru 8) WORKSTATIONS-- ADDENDUM 1**

Workstation Brand:		Dell		Monitor Brand Offered:	Dell	Net Cost	Extended Total
Item No.	Quantity	Unit	Item Description	Model number(s) offered			
1.	250	ea	Std. Token Ring Workstation w/ 17" Monitor	Dell/25666801		\$1,370.40	\$342,600.00
2.	250	ea	Std. Token Ring Workstation w/ 21" Monitor	Dell/25666738		\$1,790.19	\$447,547.50
3.	250	ea	Std. Ethernet Workstation w/ 17" Monitor	Dell/25666825		\$1,209.38	\$302,345.00
4.	250	ea	Std. Ethernet Workstation w/ 21" Monitor	Dell/25666875		\$1,612.98	\$403,245.00
4a.	500	ea	17" Energy Star Nutek Monitor	Dell/25769309		\$295.33	\$147,665.00
4b.	30	ea	21" Energy Star Nutek Monitor	Dell/25769261		\$721.85	\$21,655.50
5.	80	ea	Multimedia Token Ring Workstation w/ 17" monitor	Dell/25667824		\$1,412.19	\$112,975.20
6.	80	ea	Multimedia Token Ring Workstation w/ 21" monitor	Dell/25667857		\$1,828.34	\$146,267.20
7.	80	ea	Multimedia Ethernet Workstation w/ 17" monitor	Dell/25667947		\$1,255.08	\$100,406.40
8.	80	ea	Multimedia Ethernet Workstation w/ 21" monitor	Dell/25667995		\$1,670.29	\$133,623.20
<b>Total Group I (Items 1 thru 8)</b>						<b>\$2,158,330.00</b>	

**Group II (Items 9 thru 11) NOTEBOOKS**

Item No.	Quantity	Unit	Item Description	Manuf/Model No. Offered	Net Cost	Extended Total
9.	20	ea	Notebook, Pentium II, Color	Dell/25668653	\$2,320.89	\$46,417.80
10.	20	ea	Notebook, Token Ring w/ Docking Station, Color	Dell/25668750	\$2,837.33	\$56,746.60
11.	20	ea	Notebook, Ethernet w/ Port Replicator, Color	Dell/25668822	\$2,618.30	\$52,366.00
<b>Total Group II (Items 9 thru 11)</b>					<b>\$155,530.40</b>	

**Group III (Items 12 thru 33) PRINTERS, SCANNERS & MISC. ACCESSORIES**

Item No.	Quantity	Unit	Item Description	Manuf/Model No. Offered	Net Cost	Extended Total
12.	25	ea	Lexmark Color Jet printer 5700	Lexmark/Dell SKU #45885-49	\$206.42	\$5,160.50
13.	50	ea	Hewlett Packard Deskjet 895	HP/Dell SKU #9001-167	\$348.64	\$17,432.00
14.	20	ea	Lexmark Color Optra 45 Laser	Lexmark/Dell SKU #08931-49	\$723.56	\$14,471.20
15.	20	ea	Lexmark Optra E+ Laser	Lexmark/Dell SKU #02384-37	\$332.68	\$6,653.60
16.	10	ea	Lexmark Optra S1855 Laser	Lexmark/Dell SKU #49436-49	\$1,095.22	\$10,952.20
17.	10	ea	Lexmark Optra S2455 Laser	Lexmark/Dell SKU #49447-49	\$1,755.63	\$17,556.30
18.	10	ea	Lexmark Envelope Feeder, 43J3400	Lexmark/Dell SKU #49941-49	\$240.46	\$2,404.60
19.	5	ea	Output Stacker for Lexmark S2455	Lexmark/Dell SKU #49945-41	\$196.54	\$982.70

Bidder Name: Dell Marketing L.P.

**Broward County Purchasing Division  
Microcomputers, Servers, Notebooks Related Items, Bid A-9-98-204-B1**

Item No.	Quantity	Unit	Item Description	Manuf/Model No. Offered	Net Cost	Extended Total
20.	10	ea	Okidata 591 Wide carriage Dot matrix printer	Okidata/Dell SKU #16991-27	\$591.80	\$5,918.00
21.	15	ea	Intel Netport Pro Print Server sharing device	Intel/Dell SKU E793939	\$436.95	\$6,554.25
22.	50	ea	IEEE 1284 compliant Print cable, 10ft	Belkin/Dell SKU #34690-33	\$8.78	\$439.00
23.	30	ea	IEEE 1284 compliant Print cable, 15ft	Belkin/ Dell SKU #35512-33	\$17.02	\$510.60
24.	10	ea	IEEE 1284 compliant Print cable, 25ft	Belkin/Dell SKU #36232-33	\$33.60	\$336.00
25.	15	ea	HP Scanjet 6100C Color scanner	HP/Dell SKU #7001-102	\$342.68	\$5,140.20
26.	15	ea	APC BackUPS 300, 300va	APC/Dell SKU #48411-45	\$82.35	\$1,235.25
27.	10	ea	APC 700 Watt UPS	APC/Dell SKU #23831-45	\$333.77	\$3,337.70
28.	10	ea	Sony PC Stereo Headphones	Labtec/Dell SKU #71339-33	\$7.99	\$79.90
29.	10	ea	Sound Blaster 16 WaveEffects sound card	Creative Labs/Dell SKU #05588-	\$42.75	\$427.50
30.	10	ea	Sound Blaster AWE 64 Gold sound card	Creative Labs/Dell SKU #21709	\$86.44	\$864.40
31.	10	ea	Sound Blaster SB20 Speaker	Creative Labs/Dell SKU #81398-	\$20.33	\$203.30
32.	25	ea	CD ROM Network Tower	Procom/Dell SKU #792332	\$3,192.88	\$79,822.00
33.	20	ea	Multi-Tech External Modem/Fax 56Kbs	Multitech/Dell SKU #354529	\$164.54	\$3,290.80
34.			(moved to item 4a)			
35.			(moved to item 4b)			
<b>Total Group III (Items 12 thru 33)</b>					<b>\$183,772.00</b>	

**Group IV (Items 36 thru 41) FILE SERVERS**

Item No.	Quantity	Unit	Item Description	Manuf/Model No. Offered	Net Cost	Extended Total
36.	30	ea	Std. Token Ring File Server	Dell/25669034	\$7,896.60	\$236,898.00
37.	10	ea	Std. Ethernet File Server	Dell/25669097	\$8,785.85	\$87,858.50
38.	15	ea	Enterprise Token Ring File Server	Dell/25336967	\$13,249.63	\$198,744.45
39.	7	ea	Enterprise Ethernet File Server	Dell/25336888	\$13,506.17	\$94,543.19
40.	40	ea	Seagate External Tape Drive w/ St Bernard Backup	Dell/25769205	\$2,414.78	\$96,591.20
41.	40	ea	APC Model AP1400 Smart UPS w/ PowerChute	Dell/25769135	\$576.43	\$23,057.20
<b>Total Group IV (Items 36 thru 41)</b>					<b>\$737,692.54</b>	



**BID SHEET**

BIDDER TO INDICATE BELOW THE PRICE STRUCTURE BASIS OF THIS BID. THIS WILL BE UTILIZED FOR FUTURE PURCHASES WITHIN THE PRODUCT GROUP AWARDED. THE BID PRICE INCLUDES EQUIPMENT, SHIPPING, HANDLING AND INSIDE DELIVERY FOR GROUPS III - IV AND SHIPPING, HANDLING, INSIDE DELIVERY AND LOADING IMAGES FOR GROUP I AND II. THE PRICE STRUCTURE LISTED BELOW DOES NOT INCLUDE WARRANTY SERVICES. WARRANTY WORK WILL BE PROVIDED BY THE EXISTING COMPUTER MAINTENANCE CONTRACT. BIDDER TO INDICATE IF THERE WOULD BE ANY ADDITIONAL COST TO PERFORM WARRANTY WORK.

**NOTE TO PROSPECTIVE BIDDER: BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.**

PRODUCT CATEGORY	(COST PLUS) MARK-UP FROM MFG. PRICE LIST PERCENTAGE OFFERED	PLACE A CHECK BELOW IF SAME AS GSA PRICE	PLACE A CHECK BELOW IF STATE OR LOCAL GOVERNMENT NET PRICE	STATE <del>OR</del> of <u>Florida</u> GOVERNMENT PRICE LESS DISCOUNT %
MICROCOMPUTER/HARDDRIVES/ CD-ROM/MICE/ MONITORS/KEYBOARDS	MFG.. DEALER PRICE LIST # _____ DATED _____ PRICE COLUMN _____ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<u>5</u> %
NOTEBOOKS	MFG.. DEALER PRICE LIST # _____ DATED _____ PRICE COLUMN _____ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<u>5</u> %
FILE SERVERS	MFG.. DEALER PRICE LIST # _____ DATED _____ PRICE COLUMN _____ _____ %	<input type="checkbox"/>	<input type="checkbox"/>	<u>5</u> %
PRINTERS/SCANNERS & MISCELLANEOUS HARDWARE	MFG.. DEALER PRICE LIST # <u>250-040-99-1</u> <u>State of Florida</u> DATED <u>Feb. 2, 99</u> PRICE COLUMN <u>State</u> Price _____ %	<input type="checkbox"/>	<input type="checkbox"/>	

E OF BIDDER Dell Marketing L.P.

BID SHEET

BID #A-9-98-204-B-1

MICROCOMPUTERS, SERVERS, NOTEBOOKS & RELATED ITEMS

ten (10)

DELIVERY WILL BE MADE WITHIN FOURTEEN (14) CALENDAR DAYS OF THE RECEIPT OF PURCHASE ORDER.

IN ACCORDANCE WITH 10.5 OF "SPECIAL INSTRUCTIONS TO BIDDER" INDICATE IF AN EXCEPTION TO INSURANCE REQUIREMENTS IS BEING REQUESTED. BE SPECIFIC AND STATE REASON:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THE UNDERSIGNED BIDDER WILL EXTEND THE SAME PRICES, TERMS AND CONDITIONS TO THE PARTIES LISTED BELOW DURING THE PERIOD COVERED BY THIS CONTRACT: (NOTE: RESPONSE IS NOT CONTINGENT UPON RECOMMENDATION FOR AWARD).

BROWARD COUNTY EMPLOYEES:  YES  NO

OTHER GOVERNMENTAL AGENCIES:  YES  NO

OTHER GOVERNMENTAL AGENCIES EMPLOYEES:  YES  NO *Cms*

\*BROWARD COUNTY SCHOOL BOARD: \* YES  NO *\*For K-12 only and not higher education.*

BROWARD COUNTY SCHOOL BOARD EMPLOYEES:  YES  NO *Cms*

\*PURCHASES ESTIMATED AT 10,000 UNITS ANNUALLY FOR MICROCOMPUTERS, 5000 FOR INJET PRINTERS & 2000 FOR LASER PRINTERS.

VENDOR FAX # 512-728-5893

ACKNOWLEDGMENT IS HEREBY MADE OF THE FOLLOWING ADDENDA OR AMENDMENTS (IDENTIFIED BY NUMBER) RECEIVED SINCE ISSUANCE OF THIS BID: Addendum #1, dated March 12, 1999

E-MAIL ADDRESS: janet\_mclaughlin@dell.com

BEEPER #: N/A FEDERAL TAX ID #: 74-26-16805

WOULD YOU ACCEPT CREDIT CARDS AS PAYMENT FROM BROWARD COUNTY? YES  NO

NOTICE TO BIDDERS:

PLEASE CHECK THE FEDERAL EMPLOYER'S IDENTIFICATION NUMBER (FEIN) ON THE FACE OF THE INVITATION FOR BID/BIDDER ACKNOWLEDGMENT FORM (IFB) (BLUE) AND MAKE APPROPRIATE CORRECTIONS ON THE IFB. IF THE COUNTY DOES NOT HAVE THE CORRECT FEIN, PAYMENTS CANNOT BE MADE TO YOUR FIRM.

NAME OF BIDDER Dell Marketing L.P.

NOTE TO PROSPECTIVE BIDDER:

BE SURE TO HAVE THE INVITATION FOR BID, [BIDDER ACKNOWLEDGMENT (BLUE) FORM] SIGNED BY AN AUTHORIZED REPRESENTATIVE OF YOUR FIRM OR YOUR BID WILL NOT BE CONSIDERED RESPONSIVE.

## Specifications and Requirements

### 1. Background:

Dell believes that the products it is proposing will provide the County with the flexibility it requires to meet its computer requirements.

### 2. Equipment Descriptions:

#### **Standard Workstations:**

Dell acknowledges and complies.

#### **Multimedia Workstation:**

Dell acknowledges and complies.

#### **File Server:**

Dell acknowledges and complies.

#### **Notebooks:**

Dell acknowledges and complies.

#### **Printers/Scanners/Miscellaneous Hardware:**

Dell acknowledges and complies.

#### **Network Adapters**

Dell acknowledges and complies.

### 3. General Requirements

Dell acknowledges and complies.

### 4. Qualified Products List

Dell acknowledges and complies.

## Group III

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### Printers & Miscellaneous Hardware

Dell is pleased to offer pricing for the specified items in Group III through its DellWare Program.

Dell's close relationships with third-party technology manufacturers allow us to be your single-source solution for virtually all your computing needs. These relationships are designed to help us serve our customers better by easing technology transitions and lowering total cost of ownership. Dell is especially proud of our alliances with other industry leaders.

Dell customers have access to more than 24,000 of the most popular, industry-leading software applications, hardware and peripheral products and accessories – all of which may be purchased directly from Dell.

#### **How it Works**

- Dell, through strategic relationships with large distributors of PC software, peripherals and accessories (such as Ingram Micro and Merisel), has access to more than 14 warehouses of PC-related products around the United States.
- You select the products you want and place your complete order for systems, software and peripherals with your Dell Sales Representative.
- Dell does the rest. Our access to multiple warehouses assures you the best chance of getting the products you want in the quantities that you need. In fact, if you place your order before 2:30 p.m. CST, and if products are in stock, Dell will ship your order the same day. We download orders every two hours and have more than 6,000 products available for same-day shipment! DellWare's overall fill-rate is better than 92% within 48 hours of receipt of order. This means just one phone call and one P.O. for all of your PC related product purchases.

#### **How It Works for YOU**

Because of the relationships that Dell has established with these large distributors, we do not carry the costs of inventory, and so can offer highly competitive prices on these industry-leading products. In some cases additional discounts may even be available for large quantity orders. Dell holds pricing firm for a period of 30 days unless our cost from the manufacturer increases or decreases by more than 10 percent. We can send you price lists in hard copy or diskette format. Dell also offers monthly specials, flexible payment options and special product "bundles" which can allow you to enjoy even greater savings.

For additional information on DellWare software and peripherals, please visit Dell's Internet web address at [www.dell.com/products/dellware/index.htm](http://www.dell.com/products/dellware/index.htm).

Please see Attachment III for product specifications.