SUBMIT SEALED FORMAL QUOTE TO:		INVITATION TO QUOTE
BREVARD COUNTY PURCHASING SERVICES 2725 JUDGE FRAN JAMIESON WAY BLDG. C, 3rd FLOOR, SUITE C-303 VIERA, FL 32940	Brevard County Purchasing Services	
PROCUREMENT ANALYST: Stephanie Reynolds (321) 617-7390 Ext. 5-9336 Stephanie.reynolds@brevardfl.gov	AN EQUAL OPPORTUNITY EMPLOYER	FLORIDA TAX EXEMPT #85-8012621749C-1 FEDERAL TAX EXEMPT #59-6000523

QUOTE SPECIFICATIONS MAY BE OBTAINED AT: Purchasing Services, 2725 Judge Fran Jamieson Way, Bldg. C, Suite 303, Viera, FL 32940, or on the DemandStar® website and VendorLink.

RELEASE DATE:	QUOTE TITLE:	QUOTE NUMBER:	DATE AND TIME DUE:
February 24, 2021	Purchase of HP DesignJet XL 3600 Multifunction Printer series	Q7-21-07	**March 3, 2021 @ 10:30am**

THIS IS NOT AN ORDER

QUOTES RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE ACCEPTED

▼CONTRACTOR MUST COMPLETE THIS AREA AND RETURN FORM▼

LEGAL NAME OF CONTRACTOR AND MAILING ADDRESS:
Visual Edge Inc. DBA AXSA Imaging Solutions
2100 N. Ronald Reagan Blvd #1044
Longwood, FL 32750

TELEPHONE NUMBER/TOLL-FREE NUMBER:
(800) 5642972

FEDERAL ID NO. (FEIN) OR SOCIAL SECURITY NO. (SSN):
82-3760676

If returning as a "no quote," state reason:

It is hereby certified and affirmed that the Contractor will accept any awards made to him as a result of this quote. It is further agreed that prices quoted will remain firm for a minimum period of sixty (60) days from quotation opening date. Your signature represents this quote was made without prior understanding, agreement, or connections with any corporation, firm or person submitting a quote for the same materials, supplies, or equipment, and is in all respects, fair and without collusion or fraud. I have read and agree to comply with all General Conditions, Special Conditions, Scope of Work, and Specifications that pertain to this referenced formal quote (as applicable).

The Contractor acknowledges that information provided in this ITQ is true and correct.

X

AUTHORIZED SIGNATURE (*MANUAL*)

NAME (*PRINTED*): Larry Coughlin

TITLE: Sales Manager DATE: 3/2/21

Original quote and one (1) copy must be submitted in a sealed envelope, marked on the outside of the envelope, with the following: Quote number, title, date and time due, and submitted to the above address prior to the quote opening.

●NO FAXED/EMAILED QUOTES WILL BE ACCEPTED●

DELIVERY TO: 2725 Judge Fran Jamieson Way Bldg A, Suite 213, Viera, FL 32940

If Prompt Payment Discount is offered, please state discount and terms: N/A

Number of Days Required to Ship: 45 Days // Non-Compliance with Delivery: _____/ARO

THIS FORM MUST BE NOTARIZED AND RETURNED WITH YOUR QUOTE

Sworn to and subscribed before me this 2 day of March 2021.

Personally known: ☑

Or produced identification: ☐ Type of ID: _____

Melissa A Mann FL

SIGNATURE OF NOTARY PUBLIC STATE

Melissa A Mann

NAME OF NOTARY PUBLIC (*PRINTED*)

My commission expires: 7/29/2022

(AFFIX SEAL or STAMP)

Notary Public State of Florida
Melissa A Mann
My Commission GG 242646
Expires 07/29/2022

BREVARD COUNTY IS EXEMPT FROM ALL TAXES. PRICE MUST BE LESS ALL TAXES. PRICES ARE TO INCLUDE ALL TRANSPORTATION CHARGES UNLESS SPECIFIED SEPARATELY. ALL FIRST TIME CONTRACTORS MUST SUBMIT A W-9 FORM.

GENERAL CONDITIONS, TERMS, AND PROVISIONS

1. **DEFINITIONS:**

   a. COUNTY - The term "COUNTY" herein refers to the County of Brevard, Florida, and its duly authorized representatives.

   b. CONTRACTOR - The term "CONTRACTOR" used herein refers to any dealer/manufacturer/business organization that will be awarded a contract pursuant to the terms, conditions, and quotations of the formal quote.

   c. USING AGENCY - The term "USING AGENCY" used herein refers to any department, division, agency, commission, board, committee, authority or other unit in the County Government using supplies or procuring contractual services as provided for in the Purchasing Ordinance of the County of Brevard.

   d. HEAVY DUTY - The item(s) to which the term "HEAVY DUTY" is applied shall exceed the usual quality and/or capacity supplied with standard production equipment and shall be able to withstand unusual strain, exposure, temperature, wear and use.

   e. RESPONSIVE CONTRACTOR - A Contractor who has submitted a formal quote, which conforms in all respects to the requirements of the quote package, including, but not limited to, submission of the formal quote on required forms with all required information, signatures, and notarizations at the place and time specified.

2. **SUBMISSION OF QUOTES:** All formal quotes shall be submitted in a sealed envelope. The quote number, title, and opening date shall be clearly displayed on the outside of the sealed envelope. The delivery of said formal quote to Purchasing Services prior to the specified opening date and time is solely and strictly the responsibility of the Contractor. Any formal quotes received in Purchasing after the specified date and time will not be accepted.

3. **AWARDS:** As the best interest of the County may require, the right is reserved to make award(s) by individual items, group of items, all or none, or a combination thereof; to reject any and all quotes or waive any minor irregularity or technicality in quotes received. Therefore, all Contractors should put forth their best and final pricing when submitting their quotes, without reference to alternative pricing arrangements. Contractors are cautioned to make no assumptions unless their quote has been evaluated as being responsive. All awards made as a result of this quote shall conform to applicable ordinances of the County of Brevard. The Board may return, for full credit, any unused items received which fail to meet the Board's performance standards. Brevard County reserves the right to cancel an awarded quote upon due cause— i.e., Contractor misrepresentation, Contractor negligence, non-performance etc. via written notice. The Contractor will be responsible for any attorney fees in the event the Contractor defaults and court action is required. All quotes must be submitted on Brevard County format to be considered. No alternate quotes will be accepted. Inclusion of alternate quotes will necessitate rejection of your entire quote.

   In case of default of the awarded quotation, Brevard County may procure the articles or services from other sources and charge the Contractor as liquidated damages any excess cost or damages occasioned thereby.

4. **QUOTE OPENING:** Quote opening shall be public on the date and time specified. Sealed formal quotes received by an agency pursuant to invitations to bid are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to s. 120.57(3)(a) or within 30 days after bid or proposal opening, whichever is earlier. In accordance with Florida Statute 119.071(1)(b) 2. The names of the firms submitting a competitive solicitation will be read aloud at this time of the opening. No details of the competitive solicitation will be released. Quote must be submitted on forms provided by the County. No other forms will be accepted. Telephone and telegraph formal quotes will not be considered. No quote may be modified after opening. No quote may be withdrawn after opening for a period of ninety (90) days unless otherwise specified.

5. **CONTRACT TERMINATION:** The contract resulting from this formal quote shall commence upon issuance and acceptance of the fully executed contract. The County user agency shall issue orders against the contract on an as needed basis. The contract may be canceled by the Contractor, for good cause, upon sixty (60) days prior written notice. The County retains the right to terminate the contract, in part or in its entirety, with or without good cause, upon thirty (30) days prior written notice or as stated herein. In the event of termination by either party as provided herein, the awarded Contractor shall be paid for services performed through the date of termination.

6. All costs accruing from a quotation challenged as to quality, etc., (tests, etc.) will be assumed by the challenger.

7. **PROMPT PAYMENT:** For payment promptness, Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Section 218.70, Fla. Stat., et seq. Brevard County does not expect to be billed in excess of the ordered quantity and will not pay for any quantity above the ordered quantity. Any order placed as a result of this formal quote will be subject to Billing Instructions and Conditions on the back of the Brevard County purchase order (PO) form. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last. Requests for final payment for any work or services for which a permit is required shall include a copy of all required permits and copies of all required inspection reports. Failure to provide proof of acquisition of all required permits and successful completion of all required inspections shall represent an incomplete invoice and will delay payment.

8. It is agreed that items quoted shall comply with all Federal, State or local laws relative thereto, and that the Contractor shall defend actions or claims brought and save harmless the Purchasing Agent/County from loss, cost or damage by reason of actual or alleged infringements of any patents.

9. A quote received in response to this Invitation to Quote (ITQ) will be considered to be firm offer held for acceptance for sixty (60) days from quote due date. Contractor shall insert unit price and extension,

as required, opposite each item. Where the unit price and the extension price are at variance, the unit price will prevail.

10. **BRAND NAME OR EQUAL:** If items called for by this invitation have been identified in the specifications by a "Brand Name or Equal" description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be acceptable. Formal quotes offering "equal" products will be considered for award if such products are clearly identified in the quote and are determined by the County to meet fully the salient characteristics requirements listed in the specifications. Unless the Contractor clearly indicates in his formal quote that he is offering an "equal" product, the formal quote shall be considered as offering the same brand name product referenced in the specifications. If the Contractor proposes to furnish an "equal" product, the brand name if any, or the product to be furnished shall be inserted in the space provided or such product shall be otherwise clearly identified. The evaluation of quotes and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Contractor. Purchasing Services is not responsible for locating or securing any information, which is not identified in the quote and reasonably available to Purchasing Services. To ensure that sufficient information is available the Contractor shall furnish as a part of the formal quote, or prior to quote opening, as indicated, all descriptive material necessary for Purchasing Services to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Contractor proposes to furnish and what the County would be binding itself to purchase by making an award.

11. All material herein shall be fully guaranteed by the Contractor against factory defects. Any defects, which may occur as the result of either faulty material or workmanship within the period of the manufacturer's standard warranty (said warranty must accompany quote) will be corrected by the Contractor at no expense to Brevard County.

12. Any and all attachments hereto including but not limited to technical specifications, insurance requirements, etc., are an integral part of the ITQ.

13. **LICENSE/CERTIFICATIONS AND PERMITS:** The successful Contractor will be required to secure, at its expense and show proof of the proper business tax receipt and/or any other license/certification required of the applicable service/work being performed. Prior to award, the apparent low Contractor will be required to provide proof of license and/or certification within two (2) business days of the posted awarded recommendation and submit copies of license/certifications to the Purchasing Office. The Brevard County Contractor Licensing Regulation & Enforcement (LR&E) office is responsible for the county licensing of trades: General Building, drywall, plumbing, electric, HVAC, roofing, etc. If you have questions concerning the licensing requirements for a Brevard County contractor's license, please Contact the Brevard County LR&E office at (321) 633-2058, option 0, for any questions.

    The awarded contractor shall fully comply with all federal and state laws, county and municipal ordinances and regulations in any manner affecting the performance of the work. The successful Contractor is responsible for obtaining all permits necessary to construct the project. Brevard County does not exempt itself from permitting requirements. The Owner shall pay all Brevard County permit, inspection and impact fees required for the project or services required under this contract; all other fees for permits required by agencies/municipalities other than Brevard County shall be the responsibility of the awarded Contractor. A copy of issued permit shall be provided to the User Department of the County for their records.

14. **CLARIFICATION/CORRECTION OF QUOTE ENTRY:** The County of Brevard reserves the right to allow for the clarification of questionable entries for the correction of OBVIOUS MISTAKES. Contractors are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions, and special conditions pertaining to the ITQ. Failure of the Contractor to examine all pertinent documents shall not entitle him to any relief from the conditions imposed.

15. No interpretation of the meaning of the specifications, or other contract documents will be made orally to any Contractor. Every request for such interpretation must be in writing, addressed to Purchasing Services or emailed to the attention of the Purchasing Agent. To be given consideration, such requests must be received at least five (5) days prior to the date fixed for the opening of the quotes. Any and all such interpretation and supplemental instruction will be in the form of written addendum, which, if issued, will be sent to all prospective Contractors at the respective addresses furnished for such purposes. Failure of any Contractor to receive any such addendum or interpretation shall not relieve said Contractor from any obligation under his quote as submitted. All addenda so issued shall become part of the contract documents, whether or not the successful Contractor received a copy of such addendum, it being understood that all Contractors are responsible to verify that they have received any such addenda prior to submitting their quote.

16. The County of Brevard reserves the right to reject quotes containing any additional terms or conditions not specifically requested in the original conditions and specifications. Brevard County reserves the right to use delivery as a factor in the award.

17. The County of Brevard reserves the right at its sole discretion to increase, decrease, or delete any portion of this contract at any time without cause.

18. All equipment and accessories furnished under these specifications shall be new, the latest model in current production, and shall be of good quality, workmanship and material. The Contractor represents that all equipment offered under this specification shall meet or exceed the minimum requirements specified. Delivery specifications shall be strictly adhered to.

19. Brevard County is not liable for any cost incurred by any Contractor prior to any award. Costs for developing a response to this request for quote are entirely the obligation of the Contractor and shall not be chargeable in any manner to Brevard County.

20. No materials or supplies for the work shall be purchased by the Contractor or by any subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller.

21. No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any County employee. Only those communications, which are in writing from an authorized County representative, may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the company, will be recognized by the County as duly authorized expressions on behalf of the company.

22. **EEO STATEMENT:** Contractors must ensure that employees and applicants for employment are not discriminated against for reasons of race, color, age, religion, sex, national origin, or handicapped status. Minority and female-owned businesses are encouraged to participate. Brevard County is an equal opportunity employer.

23. **INDEMNIFICATION:** The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death or personal injury, or damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services, for which, the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury. The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, agreed including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. It is agreed by the parties hereto that specific consideration has been received by the Contractor under this agreement for this hold harmless/indemnification provision.

24. **ASSIGNMENT:** Any purchase order (PO) issued pursuant to this quote and the moneys, which may become due thereunder, are not assignable except with the prior written approval of the Purchasing Manager.

25. All litigation shall take place either in the State Courts of Florida, wherein venue shall lie in Brevard County, Florida; or in the Federal Courts, wherein venue shall lie in the Middle District in and for the State of Florida. The Contractor expressly waives venue in any other location.

26. **LOBBYING STATEMENT:** All Contractors are hereby placed on notice that the County Commission and staff shall not be contacted about this Quote. Contractors and their agents are hereby placed on notice that they are not to contact members of the County Commission or staff (with the exception of the designated liaison). Public meetings and public deliberations of the Selection Committee are the only acceptable forum for the discussion of merits of products/services requested by the Invitation to Quote; and written correspondence in regard to Quotes may be submitted to the County Manager. Each Quote will have one non-voting member designated who will serve as the liaison. Failure to adhere to these requirements could result in Board action to disqualify your firm from consideration of award.

27. **Unless otherwise noted in the quote document, Contractors shall submit <u>one</u> quote only.**

28. Quotes will only be considered from Contractor's normally engaged in providing the types of commodities/services specified herein. The County reserves the right to inspect the Contractor's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Contractor's ability to perform. The County reserves the right to reject quotes where evidence or evaluation is determined to indicate inability to perform.

29. Any entity or affiliate who has been placed on the discriminatory Contractor list may not submit a quote on a contract to provide goods or services to a public entity, may not submit a quote on a contract with a public entity for the construction or repair of a public building or public work, may not submit quotes on leases or real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

30. **DRUG-FREE WORKPLACE:** Whenever two or more quotes which are equal with respect to price, quality, and service are received by Brevard County for the procurement of commodities or contractual services, a quote received from a business that has implemented a drug-free workplace program (per Florida Statutes Section 287.087) shall be given preference in the award process.

31. Contractors not intending to quote, please indicate the reason, such as, insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, on the ITQ cover sheet. Failure to quote or return no quote comments prior to the quote due and opening date and time indicated in this ITQ, may result in your firm being deleted from Brevard County's list for the commodity or services, requested in this ITQ, after the third non-response.

32. **PUBLIC ENTITY CRIMES:** All Contractors are hereby placed on notice that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a formal quote on a contract to provide any goods or services to a public entity, may not submit a formal quote on a contract with a public entity for the construction 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in 287.017 Fla. Stat. for CATEGORY TWO (currently $35,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

33. **SCRUTINIZED COMPANIES:** Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Agreement is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

    For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on

a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, this section shall become inoperative and unenforceable

34. In the performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records, and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the Contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes.

35. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not accept bids from Contractors who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider a Contractor's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. The CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the CONTRACTOR during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. **If the County is unable to electronically verify the lowest responsive responsible Contractor participates in the E-Verify Program; the lowest responsive responsible CONTRACTOR SHALL be required to submit a copy of the fully executed E-Verify Memorandum of Understanding before the County will enter into contract or issue notice to proceed with Contractor.**

36. Specific Printing Industry Conditions: The following conditions apply to all printing quotes.

    a. Quote shall include all costs associated with design, layout, and proofing to include any revisions necessary. All artwork, including camera-ready artwork developed as a result of this quote, becomes the property of Brevard County and shall be returned with delivery to the County department. Payment will not be made until all artwork is delivered.

    b. Unless otherwise indicated, delivery will be made within five (5) to seven (7) business working days after notification of order by Brevard County.

    c. If proof is required, delivery of proof will be within three (3) to five (5) business working days after notification of award and/or receipt of artwork, unless otherwise stated in the specifications. If changes or revisions are made to proof due to Contractor error, corrections will be made at no charge to the County and a revised proof will be delivered to user agency in a timely manner. Delivery of final product will be made within three (3) to five (5) business working days after final approval of proof.

    d. If colors are to be matched, samples will be provided by user agency prior to printing order. A proof will be required prior to printing as specified.

37. It is the intent and purpose of Brevard County that this ITQ promote competitive bidding. It shall be the Contractor's responsibility to advise the Purchasing Services office if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this ITQ to a Single Source. Such notification must be submitted in writing or by email and must be received by the Purchasing Services Department no later than seven (7) days prior to quote opening.

38. **SPECIAL ACCOMMODATIONS:** In accordance with the Americans with Disabilities Act (ADA) and Section 286.26, Fla. Stat., persons with disabilities needing special accommodations to participate should contact the ADA Coordinator at (321) 633-2017 or by email at Brian.Breslin@BrevardFL.gov, and must be made no later than 48 hours prior the public meeting/hearing in order to provide the requested service.

39. Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

40. **PURCHASING AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES:** Brevard County permits the awarded Contractor(s) to extend the pricing, terms and conditions of this solicitation to other governmental entities at the Contractor's discretion. Each governmental entity that utilizes this solicitation or resulting contract will be responsible for execution of its own requirements with the awarded Contractor(s).

41. **GREEN PROCUREMENT POLICY:** The BOCC approved a "green procurement" policy in March 2004 to establish procurement requirements that promote the purchase and use of Environmentally Preferred Products as defined by the United States Environmental Protection Agency. Environmentally Preferred Products (EPP) are those products and services that have a reduced effect on the human health and the environment when compared to other products and services that serve the same purpose. EPP produces encourage (1) waste reduction; (2) reduced exposure to hazardous materials; (3) natural resource conservation; and (4) energy efficiency.

42. **RIGHT TO AUDIT RECORDS:** In performance of this Agreement, the Contractor shall keep books, records, and accounts of all activities

related to the Agreement, in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the contractor in conjunction with the Agreement and the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the office and shall be retained by the contractor for a period of three (3) years after termination of this Agreement, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1), Fla. Stat.

43. **FLORIDA PUBLIC RECORDS LAW:** Both parties understand that the County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes and all other applicable Florida Statutes. If the materials provided by the Contractor do not fall under a specific exemption, under Florida or federal law, materials provided by the Contractor to the County would have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information, which it deems is exempt under Florida/federal law, and identify the statute by number, which exempts that information.

Should any person or entity make a public request of the County—which requires or would require the County to allow inspection or provide copies of records which the Contractor maintains are exempt from Public Records Law or are confidential—it shall be the Contractors obligation to provide the County within 24 hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will able to comply with the requirements of 119.07(1)(e) and (f) , Fla. Stat.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interest of the County as well as the Contractor in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees, which may be awarded pursuant to 119.12, Fla. Stat.

All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this ITQ. Selection or rejection of any proposal does not affect this right.

44. **PREFERENCE GIVEN TO COMMODITIES MANUFACTURED, GROWN, OR PRODUCED IN FLORIDA:** In accordance with Florida Statute 287.082, whenever two or more competitive sealed quotes are received, one or more of which relates to commodities manufactured, grown, or produced within this state, and whenever all things stated in such received bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this state shall be given preference.

45. **COUNTY SEAL:** Use of the County Seal without the express approval of the Board of County Commissioners is a violation of section 165.043 Florida Statutes punishable as a misdemeanor.

46. **TIE BIDS:** Award of all tie quotes/bids shall be made by the Purchasing Manager in accordance with State Statutes, which allows a firm certified as a Drug-free Workplace to have precedence. When evaluation of Contractor responses to solicitations results in identical offers, with regards to bids or quotations, or identical ranking with regards to proposals, from two or more Contractors, the County shall determine the order of award using the following criteria in order of preference listed below (from highest priority to lowest priority):

    a. For tie bids, quotations or proposals, priority shall be given to the Contractor certifying that he/she is a Drug-free Workplace as defined within §287.087, Florida Statutes;

    b. In the event that a tie still exists after progressing through a, the decision shall be made by lot or coin toss. The drawing of lots or coin toss shall be conducted in the presence of the effected Contractors if they elect to be present.

47. **CONTRACTOR COMPLAINTS AND DISPUTES:** Brevard County encourages prompt and fair handling of all complaints and disputes with the business community. In order to resolve disputed matters in an equitable manner, the following procedures are adopted:

    a. **POSTING OF AWARD NOTICES**

    FORMAL SEALED QUOTES: No later than three business days after a quote opening the Purchasing Manager, or his designee, shall post a tabulation of competitive sealed quotes to DemandStar website and VendorLink. The apparent low responsive contractor will be the intended award recommendation. If after posting the tabulation, the apparent low contractor is found to be non-responsive to the specifications, a revised tabulation will be posted indicating that the low contractor is non-responsive, and that the next lowest contractor is the intended awardee. The time for filing a protest will begin the date of the later posting.

    b. **PROCEEDINGS**

    Any contractor who is allegedly aggrieved in connection with the solicitation or pending award of a contract must file a formal written protest with the Purchasing Manager within five (5) business days of the posted award recommendation.

    The formal written protest shall reference the bid/quote/proposal number, and shall state with particularity the facts and laws upon which the protest is based, including full details of adverse effects and the relief sought.

    Within seven (7) calendar days of receipt of the formal written protest, the Purchasing Manager will arrange a meeting of the Protest Committee and the affected parties. The Protest Committee shall consist of two (2) Department Directors or designees, both of whom must be from an organizational group which the user department or group is not assigned; one (1) Assistant County Manager, who must be from an organizational group which the user department or group is not assigned under. The Purchasing Manager shall act as a Hearing Coordinator and the County Attorney or designee may attend. The Purchasing Manager or designee record the meeting and provide any information as the committee may request. The purpose of the meeting of the Protest Committee is to provide an opportunity to: (1) review the basis of the protest, (2) evaluate the facts and merits of the bid protest, and (3) if possible, to reach a resolution of the protest that is acceptable

to the affected parties. For the purpose of the Protest Committee hearing, resolution shall mean that the Protestor finds the decision of the Protest Committee acceptable.

In the event the matter is not resolved with the Protestor's acceptance of the Protest Committee's decision, the Purchasing Manager will schedule the recommended award including the details of the protest and the Protest Committee's recommendation before the Board of County Commissioners via Board Agenda. The County Manager, prior to approval and placement on the Board agenda, may elect to resolve the matter before presentation to the Board. In the event that the County Manager cannot bring the matter to resolution, a copy of the Agenda Report shall be furnished immediately to all affected parties. The affected parties may appear before the Board of County Commissioners as a final means of administrative remedy.

c. **STAY OF PROCUREMENTS DURING PROTESTS**

Failure to observe any or all of the above procedures shall constitute a waiver the right to protest a contract award. In the event of a timely protest under the procedure, the County shall not proceed further with solicitation or with the award until a recommendation is made by the Committee, or a written determination is made by the County Manager that the award must be made immediately in order to protect the public interest. Invoice disputes between an awarded Contractor and user agency will follow the guidelines set forth in AO-33, *Prompt Payment of Invoices*.

THE COUNTY OF BREVARD RESERVES THE RIGHT TO REJECT ANY OR ALL QUOTES, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY QUOTE AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY. UNLESS OTHERWISE NOTED, PAYMENT OF GOODS OR SERVICES PROVIDED AS A RESULT OF THIS SOLICITATION WILL BE MADE PER FLORIDA STATUTE.

PURCHASE OF HP DESIGN JET XL 3600 MULTIFUNCTION PRINTER SERIES
Q7-21-07
CONTRACTOR'S CHECKLIST

The items indicated are required for submission with your quote. Failure to submit any items indicated as required may result in rejection of the quote. Offers to provide required items after the date and time designated for the receipt of quote will <u>not</u> be considered.

- ☒ Signed/Notarized Quote Invitation, including Electronic Copy on CD or USB drive
- ☒ Vendor Warranty Statement and Manufacturer's Standard Warranty
- ☒ 5 Year Maintenance Plan Information
- ☒ Completed and Signed Price Sheet, to include Insurance Indemnification Acknowledgement
- ☒ Confirmation of Drug Free Workplace Form
- ☒ Manufacturer's Latest Sales Brochure for Item Quote
- ☒ Contractor Affidavit Regarding Scrutinized Company List
- ☒ Reference Form

In order for this bid to be valid, the above forms and information shall be completed in their entirety, signed by an authorized representative of the responding Contractor, and returned as part of the quote response.

PURCHASE OF HP DESIGN JET XL 3600 MULTIFUNCTION PRINTER SERIES
Q7-21-07
SPECIAL CONDITIONS

1. **PURPOSE**

Brevard County Purchasing Services, on behalf of the Utility Department, is soliciting quotes from qualified contractors to purchase a new HP Design Jet XL 3600 Multifunction Printer series to include an all-inclusive 5-year maintenance plan (to include consumables such as ink cartridges, preventative maintenance, software updates, loaner plotter when printer is out of service), and 5-year warranty (or maximum manufacturer warranty, if less than 5 years), plus any vendor specific warranties.

2. **DELIVERY**

Prices for delivery and unloading shall be F.O.B. Destination, Freight Prepaid and Allowed, including all packing, shipping, handling, and fuel surcharges to the Utility Department Office located at 2725 Judge Fran Jamieson Way Bldg. A, Suite 213, Viera, FL 32940.

3. **PRE-QUOTE MEETING**

NOT REQUIRED FOR THIS ITQ.

4. **INFORMATION OR CLARIFICATION**

For information concerning procedures for responding to this formal quote, contact Stephanie Reynolds, Purchasing Services at 321-617-7390 or by email at Stephanie.Reynolds@brevardfl.gov. Such contact shall be for clarification purposes only. Material changes, if any, to the specifications will be transmitted by written addendum through Purchasing Services and posted to Demandstar at https://www.demandstar.com and VendorLink. The County will not notify Contractors of addenda. It is the sole responsibility of the Contractor to check the website prior to submitting a quote to verify receipt of all documents to include written addendum.

Contractors shall promptly notify Purchasing Services, prior to submission of their quote, of any ambiguity, inconsistency, or error, which they may discover upon examination of the quote documents. No interpretation of the meaning of the specifications or other documents will be made to any Contractor orally, nor may Contractor rely on any such pre-quote statements in completing their quote. Every request for such interpretation must be in writing addressed to Purchasing Services at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd flr, Suite 303, Viera, FL 32940 or emailed to the attention of Stephanie Reynolds at Stephanie.Reynolds@brevardfl.gov. To be given consideration, such requests must be received in writing no later than February 26, 2021 @ 5:00pm.

5. **RECEIVING OF QUOTES**

All quotes to be considered shall be in Purchasing Services **no later than March 3, 2021 @ 10:30am.** Quotes may be delivered or mailed to Brevard County Purchasing Services located at 2725 Judge Fran Jamieson Way, Bldg. C, 3rd floor, Suite C-303, Viera, FL 32940, in a sealed envelope clearly marked with your firm's name and the Quote title and Quote number. The responsibility for obtaining, completing, and submitting this request for quotes to the Brevard County Purchasing office shall be solely and strictly the responsibility of the Contractor. The official time clock will be the date and time stamp clock located in the Purchasing Office. Brevard County shall in no way be responsible for delays caused by the United States Postal Service (USPS) or causes by any other occurrence. Late quotes will not be accepted and shall be considered non-responsive and returned to the Contractor unopened. All quotes must be submitted on County format to be considered.

***NOTE:** Please ensure that if you use a third party carrier (FedEx, DHL, UPS, USPS, etc.) that they are properly instructed to deliver your quote only to Purchasing Services on the third *(3rd)* floor at the

above address. **Contractors are advised that U.S. Postal Service First-Class and Express mail is delivered to a P.O. Box and is not delivered to the Purchasing Services Office. Delivery via the USPS is at the Contractor's risk.** To be considered, **a quote must be accepted in Purchasing Services no later than the ITQ closing date and time**. If the quote is delivered anywhere else, it may not reach Purchasing Services in time.

Electronic submittal of quotes is now available. Contractors may submit electronic submissions via www.myvendorlink.com. Hard copy submissions are still accepted and received; however electronic quoting is preferred. If submitting electronically, hard copies are not required to be submitting in duplication.

PURCHASE OF HP DESIGN JET XL 3600 MULTIFUNCTION PRINTER SERIES
Q7-21-07
PRICE SHEET

Quote price to provide all labor, materials, equipment, transportation and other facilities as necessary and/or required to execute all of the work described by the solicitation for the line item pricing.

Item Model 3600dr XL	**Price**
HP Design Jet XL 3600 Multifunction Printer series	$ 8131.00
5-Year all-inclusive Maintenance Plan	$ 100 monthly / $6000 SEE ATTACHED 11.B.
Extended Warranty, if needed to achieve 5 year warranty	$ 50 monthly / $3000 SEE ATTACHED 11B

If you do not offer a 5-Year all-inclusive Maintenance Plan (as described on in paragraph 1. under Special Conditions) please list the number of years the Maintenance Plan is valid for, the items included in the maintenance plan and the cost per year on the line below:
All inclusive terms/requirements outlined on 11 B.

ACH PAYMENTS

Does your company accept ACH Payment Method? X Yes / _____ No

PROMPT PAYMENT DISCOUNT

Brevard County shall remit payment in accordance with the Florida Prompt Payment Act, Florida Statutes section 218.70. Contractors may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Contractor offers a discount, it is understood that the discount time will be from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.

* If Prompt Payment Discount is offered, please state discount and terms:
N/A

ADDENDUM ACKNOWLEDGMENT

Contractor acknowledges receipt of amendments by indicating amendment number and its date of issue.

Add. No. #1 Dated 3/1/21 // Add. No._____ Dated_____

Add. No._____ Dated_____ // Add. No._____ Dated_____

I hereby acknowledge that I have read, understand, and agree to all terms, conditions, insurance, scope of work, specifications and pricing for Q#7-21-07/Purchase of HP DesignJet XL 3600 Multifunction Printer Series.

COMPANY NAME Visual Edge Inc. dba Axsa Imaging Solutions

ADDRESS 2100 N Ronald Reagan Blvd Longwood, FL 32750

AUTHORIZED SIGNATURE [signature]

PRINTED SIGNATURE Larry Coughlin DATE 3/2/21

TELEPHONE # 407-587-9308 FAX # 407-679-0752

EMAIL Larry@AXSA.com

Vendor & Manufacturer's Warranty Info

- HP Warranty as stated in the a companioning data sheet is:
- 90-day limited hardware warranty

- Axsa Warranty is covered by the attached service and supplies plan
- Customer has the option of Parts & Labor only
- Or an All-Inclusive Plan to include all consumables such as ink cartridges and printheads. This plan is charged based on the usage on the machine meter monthly

SAMPLE

2100 N. Ronald Reagan Blvd
Suite 1044
Longwood, FL 32750
407-679-6393 / 1-800-564-2972
FAX: 407-679-0752

Service & Supplies Maintenance Agreement

For the purpose of maintaining the equipment listed below in efficient operating condition:

AXSA Imaging	Main contact
Account Name	Account Contact
2100 N Ronald Reagan Blvd.	Longwood, Fla. 32750
Address	City / State / Zip
(407) 679-6393	Contact email
Phone Number	Email

authorizes AXSA Imaging Solutions to furnish supplies, service, repairs, & adjustments on the equipment as listed, subject to the general provisions listed below and on the following two pages of this agreement:

Effective Date: _____

AXSA Imaging Solutions agrees to perform all inspections, adjustments, service and repairs as indicated herein, for a period of : 5 Years

Make: **HP** Model: **Designjet XL3600dr** Serial Number: _____

Start meters:
Mono Line Sq. Ft. _____ Color Line Sq. ft. _____

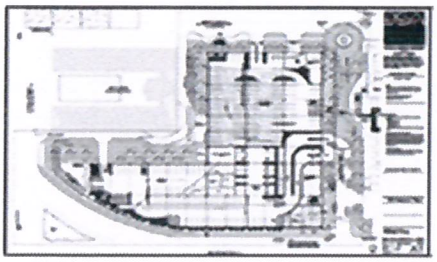
Low Density Sq. ft. _____ High/Premium Quality Sq. Ft. _____

Monthly Charges. $100.00 per month base charge,. Includes **2,000** Sq. Ft. of Mono/Color Cad line drawings. Overage Mono/Color Cad billed at $.06 per square foot. All low density images billed at $.12 per sq. ft. and all high density/premium quality images billed at $.23 per square foot. Monthly usages will be broken down into these categories by system reporting and are defined on Page 2 of this document.

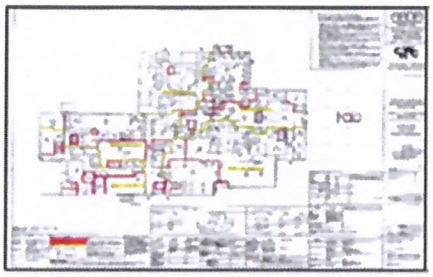
Additional Provisions / Terms: Includes all labor, parts, technical support and **HP Designjet XL3600dr** consumable-Inks, Maintenance, Printheads and Preventative Maintenance Kits. Excludes all paper media.

Initial X_____

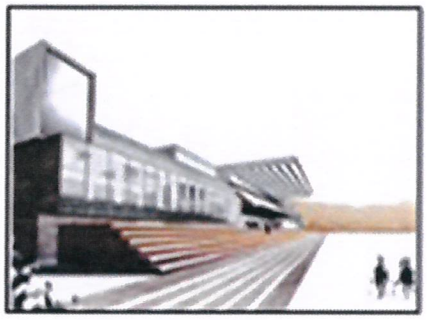
Overage definitions as reported by system



Mono line Cad Drawings



Color Line Cad Drawings



Low Density Images

$.12 per Sq. Ft.

High Density/Premium Quality Images

$.23 per Sq. Ft.

The above are reference examples of quality levels, however reporting from system is final determination for billing.

Initial X _____

General Provisions

1.Effective Date: The Effective Date will be determined by AXSA Imaging Solutions. The Effective date for **new** equipment will begin when the equipment has been installed on site and has been demonstrated to operate satisfactorily. Effective Date for existing equipment will be after inspection and approval by manufacturer's certified AXSA technician.

2. Term & Renewal: Initial term of Agreement and the specific Product(s) for which Service is to be provided is listed on the Service Agreement. After initial term, service Agreement will automatically renew every year for a one-year term unless a 90 day written notice of cancellation is received prior to end of term. Pricing for renewal term shall be at AXSA's current rates which may be subject to an annual increase not to exceed 10%. This Agreement is non-cancelable during the initial term. After initial term: A 90 day written cancellation is required & notice must be reviewed and confirmed valid by an AXSA representative. Early cancellation may be subject to penalty if cancellation request is received after the renewal date.

3. Payment: Invoices for the equipment, as listed on the front of this agreement, and invoices for Service and Supplies Agreements and renewal agreements, are payable Net 30. You are responsible for applicable state and local taxes.

4. Description of Terms;

A. **Parts & Repairs:** All necessary service, repairs, and adjustments will be made by AXSA to keep the covered equipment in good working order. Parts required for repairs may be new, reprocessed, or recovered. All replaced parts and materials will become the property of AXSA at its option. Repeat calls for operator error will not be considered covered under service contract as it is part of customer responsibility to have key operator versed with training new or ongoing operators

B. **Hours & Response Time:** Unless otherwise specified, all service, repairs, and adjustments will be provided during AXSA Imaging Solutions standard working hours of 9:00 AM to 5:00 PM, EST. **Normal** response time will be within 4 working hours of receiving a service call.

C. **Software Support:** Unless otherwise specified, all software support is for supplied print drivers, and Manufacturer software only. Contract does not include re loading of print drivers after initial install unless found to be defective. Manufacturer print driver support is handled for connectivity issues only. Any non Manufacturer software print issues, such as a particular software's print functions, are subject to additional billing.

Terms and Conditions: This agreement is **not transferable** to a geographic location outside of the original installation area. This agreement covers service, repairs, and adjustments that are required as a result of normal wear and tear, or due to defects in material and workmanship.

This specifically excludes service, repairs, and adjustments that AXSA determines to relate to, or be affected by the following:

(1) Abuse or misuse of the equipment

(2) Use of equipment that is not in accordance with, or exceeds manufacturers' published guidelines.

(3) Use of non-Manufacturer supplies, consumables, alterations or relocations.

(4) Problems caused by software, network, and/or other computer/connectivity related issues.

5) Damage caused by "Acts of God": lightning damage, power surges, electrical shocks without approved power filter protection

Service, repairs, and adjustments that are determined by AXSA to be subject to these exclusions are subject to standard service call charges, and charges for replacement parts, if required.

Supplies and Consumables: You agree to use only Manufacturer authorized supplies provided by AXSA. Remanufactured and /or refilled cartridges and consumables are not authorized to be used in any equipment covered under an AXSA Service and supplies agreement. Service, repairs, and adjustments that are determined by AXSA to be due to the use of remanufactured cartridges or consumables may be subject to additional charges for replacement parts and/ or additional service and travel time.

X_____ _____

Signature Date

_____

AXSA Imaging Solutions Representative

2100 N. Ronald Reagan Blvd
Suite 1044
Longwood, FL 32750
407-679-6393 / 1-800-564-2972
FAX: 407-679-0752

Service & Supplies Maintenance Addendum

For the purpose of maintaining the equipment listed below in efficient operating condition:

Brevard County
Account Name

Account Contact

Fran Jamieson Way
Address

Viera, FL 32940
City / State / Zip

(321)xxx-xxxx
Phone Number

EMAIL

Make: **HP** Model: **Designjet XL3600dr** Serial Number: _____

AXSA Imaging Solutions stands behind every machine and piece of equipment we sell and put under service contract.

AXSA Imaging Solutions will provide the above customer a loaner plotter in the event that any repairs cannot be made in a timely manner.

When a repair is necessary it is often required to replace parts. AXSA does its best to have those parts in stock but in the case where a part is not in stock we can and do have the part shipped in. Such a situation may occur and the process would require a tech to go on site to diagnose the issue and determine the parts necessary. Often the tech will have the part in their vehicle but if they do not then the standard practice is to return the next day or two with the part and make the repair. AXSA considers this a normal course of business. When it becomes necessary to go beyond that time frame it will be consider outside the standard timely manner. In that case AXSA can provide a loaner plotter to the customer for the amount of time it takes to get their machine operational at no additional rental charge. Usage on the loaner plotter will be at standard current rates.

X_____
Signature

_____
Date

_____
AXSA Imaging Solutions Representative

5 Year Service Plan Options

HP Designjet XL 3600dr	Extended Warranty	All Inclusive
Monthly Payment	$50.00	$100.00
Maintenance Plan	Any and all repairs includes all parts and on site labor	Any and all repairs includes all parts and on site labor
Supplies Ink Cartridges & Printheads	Customer purchases as needed	Included
Printing Allowance	100% No additional charges	2000 sq ft per month
Overage Charges Per sq ft	None Flat fee per month	Line $.06 Low Density $.12 (such as maps) High Density $.23 (such as photos)
Paper and Media	Not Included	Not Included

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

CONFIRMATION OF DRUG-FREE WORKPLACE FORM

In accordance with Section 287.087, Florida Statutes, "whenever two or more bids are equal with respect to price, quality, and service which are received 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. 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 one (1).

(4) In the statement specified in subsection one (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 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 Company complies with the above requirements and the Florida Statutes Section 287.087. This form is in conjunction with Brevard County's General Conditions, Item 27, Drug-Free Workplace.

Visual Edge Inc/dba AXSA Imaging Solutions
Business Name

Q7-21-07 HP Designjet XL3600
Bid Number and Name

Authorized Representative's Signature

3/2/21
Date

Larry Coughlin
Name

Sales Manager.
Position

PURCHASE OF HP DESIGN JET XL 3600 MULTIFUNCTION PRINTER SERIES
Q7-21-07
REFERENCE FORM

List a minimum of three (3) / maximum five (5) customers for the services specified in the solicitation in the spaces provided.

Note: A contact person shall be someone who has personal knowledge of the Contractor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County may be calling them. Do no list persons who will be unable to answer specific questions regarding the requirements.

Ref #1. Customer/Client: ACE BLUEPRINTING
Date of Services: 2015 TO PRESENT
Description of Services: LARGE FORMAT EQUIP SALE + SERVICE
Street Address: 121 E HIBISCUS BLVD
City, State, ZIP Code: MELBOURNE, FL 32901
Telephone #: 321-725-1244 Fax #: —
Contact Person: MARK NEWELL Email: ACEBLUE@ACEBLUEPRINTERS.COM

Ref #2. Customer/Client: Atlantic BUSINESS SYSTEMS
Date of Services: 2016 TO PRESENT
Description of Services: LARGE FORMAT EQUIP SALE + SERVICE
Street Address: 1531 Industry DR
City, State, ZIP Code: MELBOURNE, FL 32940
Telephone #: 772-332-4277 Fax #: —
Contact Person: DAVE WARD Email: DWARD@ABSYSHARP.com

Ref #3. Customer/Client: NUVISION BUILDERS
Date of Services: 2018 TO PRESENT
Description of Services: LARGE FORMAT EQUIP SALES + SERVICE
Street Address: 381 HARMONY DR
City, State, ZIP Code: TITUSVILLE, FL 32780
Telephone #: 386-527-1775 Fax #:
Contact Person: MARK LEDFORD Email: MARK@Nuvisionbuilders.com

Ref #4. Customer/Client: CITY OF PALM BAY
Date of Services: DEC 2020
Description of Services: LARGE FORMAT EQUIP SALES + SERVICE
Street Address: 1050 MALABAR Rd SW
City, State, ZIP Code: PALM BAY, FL 32907
Telephone #: 321-952-3454 Fax #: —
Contact Person: DALE HODGE Email: DALE.HODGE@PALMBAYFLORIDA.ORG

Ref #5. Customer/Client: CITY OF MELBOURNE
Date of Services: 1/2017 to Present
Description of Services: LARGE FORMAT EQUIP SALES + SERVICE
Street Address: 2881 HARPER Rd.
City, State, ZIP Code: MELBOURNE FL 32904
Telephone #: 312-608-5100 Fax #: 321-608-5105
Contact Person: CRAIG SILVERMAN Email: craig.silverman@mlbfl.org

CONTRACTOR NAME
ADDRESS 2100 N RONALD REAGAN BLVD LONGWOOD FL 32750
PRINTED SIGNATURE LARRY COUGHLIN
AUTHORIZED SIGNATURE
TELEPHONE # 407-587-9308 FAX# DATE 3/2/2021
EMAIL: LARRY@AXSA.Com

Datasheet

HP DesignJet XL 3600 Multifunction Printer series

Experience a new standard with the most immediate and robust MFP in the market[1]

IMMEDIATE RESULTS—Fastest first page out[1]

- Don't wait in front of your printer with the fastest first page out, in just 29 seconds.[1]
- Free up your time with radically simple and fast batch PDF printing using HP Click software.[2]
- Quickly access your personal and group folders from the 15.6-inch touchscreen, so you can print and share right away.[3]
- Easily digitize your projects with automated scanning, user-centric quicksets, and post-editing capabilities.

A NEW STANDARD—Experience extreme reliability

- Built with the most robust design for demanding environments.[1]
- Best fit for your office with up to 30% smaller footprint and the most quiet operation.[4]
- Flawless user experience thanks to automatic media loading and print stacking up to 100 pages.
- Get the lowest running costs, with mono and color prints at the same price and using up to 10X less energy.[1]

SECURE—World's most secure large-format printer[5]

- Rely on the best network protection with features like HP Secure Boot and whitelisting.[5]
- Control who accesses the printer and its confidential documents with secure user authentication.
- Keep your fleet secure at any time with HP JetAdvantage Security Manager.

For more information, please visit http://www.hp.com/go/designjetxl3600

Dynamic security enabled printer. Only intended to be used with cartridges using an HP original chip. Cartridges using a non-HP chip may not work, and those that work today may not work in the future. More at: http://www.hp.com/go/learnaboutsupplies

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[1] Based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Fastest first page out and up to 10 times less energy consumption based on internal HP testing for specific use scenarios. Operational costs based on low-volume LED technology under $17,000 USD in the market as of November, 2018. Operational costs consist of supplies and service costs. For testing criteria, see http://www.hp.com/go/designjetxlclaims.
[2] Requires purchase of the HP DesignJet XL 3600 Multifunction Printer series PostScript models or optional HP DesignJet PostScript/PDF Upgrade Kit.
[3] Using Lightweight Directory Access Protocol (LDAP).
[4] 30% smaller footprint based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 40% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Measure done considering operational footprint (with the media drawer open). Most quiet operation based on comparable printers using LED technology and capable of printing 4-6 D/A1 pages per minute and which represent more than 70% of the share of low-volume LED printers in the US and Europe according to IDC as of November, 2018. Most quiet according to internal HP testing of operation mode and ready/sound mode sound pressure (plain paper, line drawing, normal mode) compared to published specifications of competitive printers. For testing criteria, see http://www.hp.com/go/designjetxlclaims.
[5] Advanced embedded security features are based on HP review of 2019 published embedded security features of competitive printers, as of February 2019.

Technical specifications

Print	
First page out	29 sec[1]; Wake-up time less than 10 sec (no warm-up time)
Print speed	180 D/hr 19.3 sec/D 3 D/min[2]
Print resolution	Up to 2400 x 1200 optimized dpi
Technology	HP Thermal Inkjet
Ink types	Dye-based (C, G, M, pK, Y); pigment-based (mK)
Ink drop	6 pl (C, M, Y, G, pK); 9 pl (mK)
Printheads	1 (C, M, Y, G, mK, pK)
Line accuracy	±0.1%[3]
Multifunction capabilities	
Scan resolution	Up to 600 dpi
Scan format	JPEG, TIFF and multipage TIFF, PDF and multipage PDF[8]
Scan destinations	USB, shared network folder, printer HDD, email
Media	
Handling	Sheet feed, spindle-less drawers, automatic front-loading roll feed, smart roll switching[7], integrated output stacker, media bin, automatic horizontal cutter Scanner: straight-through scan paper path for sheet and cardboard originals
Grammage	60 to 328 g/m²
Thickness	Up to 19.7 mil
Applications	Line drawings; Maps; Orthophotos; Presentations; Renderings
Memory	128 GB (file processing)[6]
Hard disk	Standard, 500 GB (AES-256 encrypted)
Connectivity	
Interfaces	Gigabit Ethernet (1000Base-T), supporting the following standards: TCP/IP, BootP/DHCP (IPv4 only), DHCPv6, TFTP (IPv4 only), SNMP (v1, v2c, v3), Apple Bonjour Compatible, WS Discovery, Embedded Web Server (HTTP, HTTPS), IPsec, SMTP (email), Raw IP printing (9100), LPD, IPP, WS print, NTLM v2, SMBv3, SSL/TLS, 802.1X authentication (LEAP, PEAP, EAP-TLS), DFS
Print languages (standard)	PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7, HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4 Non-PostScript Printer: HP-GL/2, HP-RTL, TIFF, JPEG, CALS G4
Print languages (optional)	Non-PostScript Printer: Adobe PostScript 3, Adobe PDF 1.7
Printing paths	Direct printing from USB flash drive, print from network shared folder, email printing, HP driver for Windows, HP Print Service for Android, Apple AirPrint driver for macOS and iOS, HP Print for Chrome OS, HP Click, HP Smart App for iOS and Android, HP SmartStream (optional)
Drivers	PostScript Printer: PostScript and PDF Windows drivers, raster drivers for Windows, AirPrint for macOS Non-PostScript Printer: Raster drivers for Windows, AirPrint for macOS
Security features	HP Secure Boot, Whitelisting, TPM, Role Based Access Control, LDAP and Kerberos authentication, SNMPv3, HTTPS, Secure-IPP, IPsec/Firewall, Certificates management, 802.1X, TLS 1.0/1.1/1.2, HP Web Jetadmin compatible, HP JetAdvantage Security Manager compatible, Secure Disk erase (DoD 5220.22-M), Secure File erase, self-encrypting HDD, encrypted PIN printing, Syslog security logging
What's in the box	HP DesignJet XL 3600 Multifunction Printer, printhead, introductory ink cartridges, scanner calibration sheet, 2-in hub right adapter kit, quick reference guide, setup poster, power cord
HP Software and solutions	HP Click[8], HP mobile, ePrint and iOS/Android support plus the HP Smart app for mobile, HP Web Jetadmin, HP JetAdvantage Security Manager, HP SmartStream[8] (optional), HP SmartTracker (optional)
Environmental ranges	
Operating humidity	20 to 80% RH
Acoustics	
Sound pressure	42 dB(A) (operating), 32 dB(A) (idle), <19 dB(A) (sleep)
Sound power	>5.9 B(A) (operating), 4.9 B(A) (idle), <3.7 B(A) (sleep)
Power	
Consumption	< 120 W (printing + scanning); 40 W (ready); < 1.0 W (< 14 W with embedded Digital Front End) (sleep); 0.3 W (off)
Requirements	Input voltage (auto ranging) 100-240 V (±10%), 50/60 Hz (±3 Hz), 2 A
Certification	
Safety	USA and Canada (CSA certified)
Electromagnetic	Compliant with Class A requirements, including: USA (FCC rules), Canada (ICES)
Environmental	ENERGY STAR; WEEE; REACH; EPEAT
Warranty	90-day limited hardware warranty

Ordering information

Product	
6KD24F	HP DesignJet XL 3600 36-in Multifunction Printer with PostScript/PDF
6KD26F	HP DesignJet XL 3600dr 36-in Multifunction Printer with PostScript/PDF
Original HP printing supplies	
1XB31A	HP 766F 300-ml Yellow DesignJet Ink Cartridge
1XB32A	HP 766F 300-ml Magenta DesignJet Ink Cartridge
1XB33A	HP 766F 300-ml Cyan DesignJet Ink Cartridge
1XB34A	HP 766F 300-ml Photo Black DesignJet Ink Cartridge
1XB35A	HP 766F 300-ml Gray DesignJet Ink Cartridge
1XB36A	HP 766F 300-ml Matte Black DesignJet Ink Cartridge
B3P06A	HP 727/732 DesignJet Printhead

Use Original HP inks and printheads, and HP large format printing materials, to experience consistent high quality and reliable performance that enable less downtime. These critical components are designed and engineered together as an optimized printing system, and Original HP inks are designed to maximize the life of HP printheads. Protect your HP printer investment by using Original HP inks for full HP warranty protection. For more information, visit hp.com/go/OriginalHPinks.

Original HP large format printing materials

C6810A HP Bright White Inkjet Paper (FSC® certified)[5] (recyclable)[5] 914 mm x 91.4 m (36 in x 300 ft)
C6980A HP Coated Paper (PEFC™ certified)[5] (recyclable)[5] 914 mm x 91.4 m (36 in x 300 ft)
L5C80A HP Universal Heavyweight Coated Paper, 3-in Core (FSC® certified)[5] (recyclable)[5] 914 mm x 91.4 m (36 in x 300 ft)
D9R28A HP Everyday Matte Polypropylene, 3-in Core 914 mm x 61 m (36 in x 200 ft)

For the entire HP Large Format Printing Materials portfolio, please see HPLFMedia.com.

HP DesignJet Support Services offer installation, maintenance, and extended support services (e.g. 2,3, 4 and 5 years). For more information, please visit hp.com/go/cpc

ECO highlights

- Save paper with automatic print settings and image nesting
- ENERGY STAR® certified[1] and EPEAT® registered[2]
- Free, convenient HP ink cartridge recycling[3]
- FSC®-certified papers[4], recyclable HP media; some HP media eligible for take-back program[5]

Please recycle large-format printing hardware and printing supplies. Find out how at our website: http://www.hp.com/ecosolutions

[1] ENERGY STAR and the ENERGY STAR mark are registered trademarks owned by the U.S. Environmental Protection Agency.
[2] EPEAT® registered where applicable. EPEAT registration varies by country. See http://www.epeat.net for registration status by country.
[3] Program availability varies. Please check http://www.hp.com/recycle for details.
[4] BMG trademark license code FSC®-C115319, see http://www.fsc.org. HP trademark license code FSC®-C017543, see http://www.fsc.org. Not all FSC®-certified products are available in all regions. For information about HP large format printing materials, please visit http://www.HPLFMedia.com.
[5] Recyclable HP papers can be recycled through commonly available recycling programs, or according to region-specific practices. Some HP media are eligible for return through the HP Large Format Media take-back program. Programs may not exist in your area. See http://www.HPLFMedia.com/hp/ecosolutions for details.

[1] For testing criteria, see http://www.hp.com/go/designjetxlclaims
[2] Mechanical printing time. Printed in Fast mode with Economode on, using HP Bright White Inkjet Paper (bond) and Original HP inks.
[3] ±0.1% of the specified vector length or ±0.2 mm (whichever greater) at 23°C (73°F), 50-60% relative humidity, on A0/E HP Matte Film in Best or Normal mode with Original HP inks.
[4] Based on 8 GB RAM.
[5] BMG trademark license code FSC®-C115319, see http://www.fsc.org. HP trademark license code FSC®-C017543, see http://www.fsc.org. BMG trademark license code PEFC™/29-31-261, see http://www.pefc.org. HP trademark license code PEFC™/29-31-198, see http://www.pefc.org. Not all FSC®- or PEFC™-certified products are available in all regions.
[6] Can be recycled through commonly available recycling programs.
[7] Applicable for dual-roll printers only.
[8] Applicable for PostScript printers only.

CONTRACTOR AFFIDAVIT REGARDING SCRUTINIZED COMPANY LIST

Awarded Contractor shall certify that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S. If the Contract is for more than $1,000,000 the Contractor further certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S.

For Contracts of any amount, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met. For Contracts $1,000,000 and greater, if the County determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the County shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the County's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or on a case-by-case basis the County may choose to maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

STATE OF FLORIDA

COUNTY OF Seminole

BEFORE ME, the undersigned authority, personally appeared Robert Christensen, who, being by me first duly sworn, made the following statement:

1. The Business address of Visual Edge Inc. DBA AXSA Imaging Solutions (name of Contractor) is 2100 N. Ronald Reagan Blvd. Suite 1044 Longwood, FL 32750
2. My relationship to Visual Edge Inc. DBA AXSA Imaging Solutions (name of Contractor) is (relationship such as sole proprietor, partner, president, vice president). President
3. I understand that "Boycott of Israel" has the same meaning as defined in §215.4725, Florida Statutes, and means refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. A statement by a company that it is participating in a boycott of Israel, or that it has initiated a boycott in response to a request for a boycott of Israel or in compliance with, or in furtherance of, calls for a boycott of Israel, may be considered by the State Board of Administration to be evidence

that a company is participating in a boycott of Israel. The term does not include restrictive trade practices or boycotts fostered or imposed by foreign countries against Israel.

4. I understand that "business operations" means, for purposes specifically related to Cuba or Syria, engaging in commerce in any form in Cuba or Syria, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, military equipment, or any other apparatus of business or commerce.

5. Visual Edge Inc DBA AXSA Imaging Solutions (name of Contractor) is not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

6. Visual Edge Inc. DBA AXSA Imaging Solutions (name of Contractor) is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, Florida Statutes.

7. Visual Edge Inc DBA AXSA Imaging Solutions (name of Contractor) is not engaged in business operations in Cuba or Syria.

Signature

Sworn to and subscribed before me in the state and county first mentioned above on the 2nd day of March, 2021.

Melissa A Mann
Notary Public

My commission expires:
7/29/2022

(AFFIX SEAL or STAMP)

Notary Public State of Florida
Melissa A Mann
My Commission GG 242646
Expires 07/29/2022

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS
INDEMNIFICATION AND INSURANCE REQUIREMENTS
PURCHASE OF HP DESIGN JET XL 3600 MULTIFUNCTION PRINTER SERIES
Q7-21-07

INDEMNIFICATION
The County shall be held harmless against any and all claims for bodily injury, sickness, disease, death, personal injury, damage to property or loss of use of any property or assets resulting therefrom, arising out of or resulting from the performance of the products or from the services for which the County is contracting hereunder, provided such is caused in whole or in part by any negligent act or omission of the Contractor, or any subcontractor or any of their agents or employees, or arises from a job-related injury.

The Contractor agrees to indemnify the County and pay the cost of the County's legal defenses, including fees of attorneys as may be selected by the County, for all claims described in the hold harmless clause herein. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

It is agreed by the parties hereto that the Contractor has received specific consideration under this agreement for this hold harmless/indemnification provision.

INSURANCE REQUIREMENTS
The Contractor providing services under this agreement will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or contract, the following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a $1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance, which includes coverage for all owned, non-owned and rented vehicles with a $1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance Workers Compensation insurance providing statutory benefits as required in the State of Florida. The Contractor shall require any subcontractor to provide evidence of this coverage. Additionally, if the contract requires working on or around a navigable waterway, the Contractor and all subcontractors shall provide evidence of United States Longshoremen's and Harbor Workers (USL&H) coverage and contingent coverage of Jones Act (Marine Employers Liability) in compliance with Federal statutes or proof of exemption. The Contractor shall be responsible for compliance with these requirements by each subcontractor, Contractor or supplier when applicable.

In the event that the contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of $1,000,000 per claim.

In the event the contract involves services related to construction projects, the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractors industry.

The awarded Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. **The certificate(s) of insurance (COI) shall indicate that the policies have been endorsed to cover the County as an additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable)** and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the contract. Sub-Contractor's insurance shall be the responsibility of the Contractor.