Roane County is requesting proposals for the good(s) and/or service(s) listed below, subject to the terms and conditions of the Request for Proposal (RFP), the accompanying specifications, and the Roane County Purchasing Manual.

If this is a request for services, disregard any reference to product information.

At the appointed time proposals will be publicly opened in the office of the Roane County Purchasing Agent at the above address. Proposals arriving in the Purchasing Department past the appointed date and time will be considered late and will not be opened.

Deliver Proposals To:

ROANE COUNTY PURCHASING DEPARTMENT 200 EAST RACE STREET, SUITE #3 KINGSTON, TENNESSEE 37763

Proposal Number: P2015-1001/ALL FUNDS COPIER RENTAL

Open Date & Time: JUNE 18, 2015 at 2:00 p.m. (Eastern Time Zone)

The Proposal Envelope must show the Proposal Number, Name & Opening Date.

PURCHASING CONTACT INFORMATION

Lynn Farnham, Purchasing Agent Phone: 865-376-4317 Fax: 865-376-4318 Email: Ifarnham@roanegov.org

GENERAL TERMS & CONDITIONS

1. Attached are instructions and conditions for submitting a proposal for Roane County Government. The objective of this proposal is to select suppliers in such a manner as to provide for open and free competition and comparability.

PROPOSAL PREPARATION & SUBMISSION

- 1. All proposals shall be in accordance with the instructions to proposers and specifications included in this RFP. Specifications are intended to be open and non-restrictive.
- 2. The use of the name of a manufacturer, brand, model or make used in describing an item does not restrict the proposer to that manufacturer. Others will be considered if they meet or exceed the items specified. When an alternate manufacturer, brand, model or make will be proposal, five (5) days prior to the proposal the proposer must submit documents to the Purchasing Agent, for evaluation of the product. Roane County will determine if the item does meet or exceed the item as specified.
- 3. It shall be the sole responsibility of the proposer to make certain that all proposals in proper form are submitted to the Purchasing Department as described below.
- 4. All original forms must be signed by a person with authority to bind the proposal. The proposal must be sealed in an envelope that is labeled according to the directions stated below.
- 5. On the outside of the envelope/package mark the proposal as follows:
 - Vendor Name & Address
 - Proposal Number
 - Proposal Date & Time
- 6. The proposal must then be in a sealed envelope/package mailed or delivered to the following address:

Roane County Purchasing Department 200 East Race Street, Suite #3 Kingston, Tennessee 37763

Please note that Roane County does not receive a guaranteed delivery time for express mail and/or packages; please mail accordingly.

7. Sealed written proposals will be received at the time and place specified on the RFP. Postmark on the proposal by this date will not suffice. Proposal must be received on or before the date and time stated. Faxed proposal documents will not be accepted.

LATE RECEIPT OF THE PROPOSAL

- 1. The proposal and modifications or withdrawals thereof received after the time set for opening will not be considered, unless they are received before the award is made and it is determined by Roane County that failure to arrive on time was due solely to a delay in delivery for which the proposer has no responsibility.
- 2. Proposals must be in the Purchasing Department prior to 2:00 p.m. on the appointed date. Time will be determined by the clock in the Roane County Purchasing Department and once Purchasing Agent/or their designee determines the time is 2:00 p.m., no other proposals will be accepted.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS

- 1. It is the responsibility of the proposer to review the entire RFP document and to notify the Purchasing Agent if the RFP is formulated in a manner that would unnecessarily restrict competition or if it is ambiguous in what is being requested.
- 2. Pursuant to TCA §12-4-126, questions regarding the specifications or proposal procedures must be received by the Purchasing Agent and/or designer no less than ninety-six (96) hours before the bid opening date. No addenda will be issued within less than forty-eight (48) hours of the bid opening day, excluding

weekends and legal holidays designated in §15-1-101 unless the proposal opening is extended for a reasonable time as determined by the Purchasing Agent, which shall not be less than forty-eight (48) hours excluding weekends and legal holidays designated in §15-1-101, to allow for any necessary changes to the RFP documents and to allow responders to resubmit their responses accordingly.

3. Any questions concerning this RFP are to be in writing either by fax or email to the Purchasing Department. Questions will be answered via addenda. Information obtained from any office other than the Purchasing Office is not to be considered binding.

PROPOSAL OPENING & ACCEPTANCE OF PROPOSAL

- 1. Proposal pricing will be read aloud at the discretion of the Purchasing Agent. Proposals will also be examined for compliance with specification and conditions outlined in the proposal document.
- 2. Consideration will be given to all proposals properly submitted. Proposals will receive appropriate confidentiality before awarding. Upon award, proposal documents and tabulations will be available for review. Errors discovered after public opening cannot be corrected, and the proposer will be bound to honor proposal as submitted.
- 3. The contract will be awarded in writing to the most responsive proposer whose proposal conforms best to the RFP will be most advantageous to Roane County. The evaluation of criteria, cost, and other factors will be taken into consideration. It is the intent of Roane County to involve and utilize the best product/services at the best prices and provide small and minority firms, women's business enterprises and labor surplus area firms with increased opportunity to do business with the county. However, currently there are no set asides for small or minority firms.
- 4. Roane County reserves the right to accept or reject any or all proposals and to waive informalities and minor irregularities in the proposals received. All proposers will be notified in writing of the proposal award generally within ten (10) days of proposal opening unless unforeseen circumstances arise or special conditions exist.

EVALUATION REVIEW

- 1. Roane County reserves the right to use all pertinent information that might affect the County's judgment as to the appropriateness of an award to the best-evaluated proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Roane County shall have sole responsibility for determining a reliable source. Roane County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award that is in the best interest of Roane County.
- 2. Evaluation criteria will be determined on each RFP.

PROTEST PROCEDURE

- 1. If a prospective vendor does not agree with the proposal award, they have the right to protest. Disputes arising from the award of this proposal must be submitted in writing to the Roane County Purchasing Department no later than seven (7) days from date of proposal award. The steps for dispute resolution may include:
 - A meeting with the Purchasing Agent, the requisitioning department's manager and representatives from the disputing party to discuss and resolve the complaint.
 - Information from the aforementioned meeting will be forwarded to the County Attorney for review.

- A written decision letter stating the reasons for the decision will be prepared by the Purchasing Agent and submitted in writing to the protestor and all parties involved.
- Purchases will not be allowed under this procurement until a final decision is rendered.
- In the event that purchases must be made before a final decision is rendered, the emergency purchase procedures will be used.

APPROPRIATION

1. In the event no funds are appropriated by Roane County for the goods or services in any fiscal year or insufficient funds exist to purchase the goods or services, then the contract shall expire upon the expenditure of previously appropriated funds or the end of the current fiscal year, whichever occurs first, with no further obligations owed to or by either party.

INSURANCE

- 1. The contractor will maintain, at their expense adequate insurance coverage to protect them from claims arising under the Worker's Compensation Act, from claims for damages resulting from bodily injuries and damage to their property, for Bodily Injury and Property Damage Liability in the amount of no less than \$1,000,000, for Products and Completed Operations Liability of no less than \$1,000,000 and from claims for damage to any Roane County property. Additional insurance requirements may be listed any Special Terms & Conditions or in the Bid Specifications. This insurance company shall have a Best's rating of A or better. Any deviations from the above requirements must be disclosed in the bid submission.
- 2. The successful bidder shall furnish a Certificate of Insurance issued by their insurance company showing that Roane County as an additional insured. Carrier will assume full common liability of all shipments.

COMPLIANCE WITH ALL LAWS

 Contractor is assumed to be familiar with and agrees to observe and comply with all federal, state, and local laws, statutes, ordinances, and regulations in any manner affecting the provision of goods and/or services, and all instructions and prohibitive orders issued regarding this work and shall obtain all necessary permits.

GOVERNING LAW

1. This contract shall be governed by the laws of the State of Tennessee, and all obligations of the parties are performable in Roane County, Tennessee. The Courts in Roane County shall have exclusive and concurrent jurisdiction of any disputes which arise hereunder.

BUSINESS LICENSES

- 1. Vendors located in Tennessee are required to have a current business license issued by the State of Tennessee at the time the bids are submitted. Vendors located outside Tennessee are required to obtain a business license issued by the State of Tennessee.
- 2. A Business Tax & License Affidavit is required to be submitted with the bid.

INDEMNIFICATION/HOLD HARMLESS

 Contractor shall indemnify, defend, save and hold harmless all departments of Roane County Government and/or the Roane County Board of Education, its officers, agents and employees from all suits, claims, actions or damages of any nature brought because of, arising out of, or due to breach of the agreement by Contractor, its subcontractors, supplier, agents or employees or due to any negligent act or occurrence or any omission or commission of the contractor, its subcontractors, suppliers, agents or employees until the contract terminates.

VENDOR PERFORMANCE

- 1. If the contractor fails in full or part to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this contract, in whole or in part, and may consider such failure or noncompliance a Breach of Contract. Contractors with poor performance will be notified at the time of such performance and be given opportunity to correct the problems. Documentation will be kept on file. Any contractor with continued poor performance will be removed from the potential vendor list for one year.
- Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive proposal.

BREACH OF CONTRACT

- 1. A party shall be deemed to have breached the contract if any of the following occurs:
 - Failure to provide products or services that conform to contract requirements.
 - Failure to maintain/submit any report required hereunder.
 - Failure to perform in full or in part any of the other conditions of the contract.
 - Violation of any warranty.

CONTRACT TERMINATION FOR CAUSE

- 1. If the contractor fails to properly perform its obligations under this contract in a timely or proper manner, or if the contractor violates any terms of this contract, the county shall have the right to terminate the contract and withhold payments in excess of fair compensation for completed services.
- 2. In the event the contract is terminated for due cause by the county, the county shall have the option of awarding the contact to the next lowest proposer or proposing again.

CONTRACT TERMINATION FOR CONVENIENCE

1. The county may, by written notice to the contractor, terminate this contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the county. The county must give notice of termination to the vendor at least thirty (30) days prior to the effective date of termination. The contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the county be liable to the contractor for compensation for any service which has not been rendered. Upon such termination, the vendor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

BOOKS AND RECORDS

1. The contractor shall maintain all books, documents, accounting records and other evidence pertaining to the services provided under this contract and make such materials available at its offices at all reasonable times during the contract period and for three (3) years from the date of the final payment under this agreement for inspection by county or by any other governmental entity or agency participating in the funding of this agreement, or any authorized agents thereof; copies of said records to be furnished if requested. Such records shall include those books, documents and accounting records that represent delivering the services governed by this agreement.

INVOICES AND PAYMENTS

- 1. Payment will be made within 30 days after receipt of invoice and/or delivery of items included in this Request for Proposal, whichever is later.
- 2. Roane County Government is not subject to taxation. A tax exemption certificate will be provided upon request.

NONDISCRIMINATION AND NON-CONFLICT STATEMENT

- 1. Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this agreement, or in the employment practices of vendor. Contractor shall upon request show proof of such nondiscrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination. Contractor covenants that it complies with the Fair Wage and Hour Laws, the National Labor Relations Act, and other federal and state employment laws as applicable. Contractor covenants that it does not engage in any illegal employment practices.
- 2. Contractor covenants that it has no public or private interest, and shall not acquire directly or indirectly any interest; that would conflict in any manner with the provision of its goods or performance of its services. The contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Roane County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 3. No employee or member of the Roane County's governing bodies shall participate in the selection or award of a contract if a conflict of interest, real or apparent, would be involved.
- 4. Officers, employees or officials of the Roane County Government shall neither solicit nor accept gratuities, favors or anything of more than nominal monetary value from vendors or parties to subcontracts.

RFP #2015-1001/ALL FUNDS – COPIER RENTAL VENDOR INFORMATION SHEET

(Please fill out completely)

By completing and signing this form you certify that you are an authorized representative of the company for which you are submitting a bid/proposal and that you have the authority to legally bind your company. Further, by completing and signing this form you certify that you agree to all the terms and conditions of this bid/proposal.

1.	Vendor Name
2.	Address
	City State Zip Code
3.	Contact Person (Please Print)
4.	Telephone Number Fax Number
5.	Vendor's e-mail address
6.	Authorizing Signature
7.	Title of Person Signing Bid
8.	If addenda were issued, please acknowledge the receipt of: (please write "yes" if you received one) Addendum 1Addendum 2Addendum 3Addendum 4
9.	If applicable, please indicate below if discounts will be allowed for prompt payment or if there is not discount offered: % Net 10 Days;% Net 20 Days;% Net 30 Days;No Discount

<u>COOPERATIVE PURCHASING</u> - Vendors are to indicate if it is permissible for other governmental agencies in the State of Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs to other locations. Please indicate the approval of Cooperative Purchasing.

____Yes ____No

SCHOOL CONTRACTS ONLY

CRIMINAL HISTORY RECORDS CHECK – Do you agree to comply with Public Chapter 587 of 2007 which requires all contractors to facilitate a criminal history check, including fingerprinting, conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation for each employee or subcontractor personnel before permitting the employee or subcontractor personnel to have contact with students or enter school grounds?

____Yes ____No

RFP #2015-1001/ALL FUNDS – COPIER RENTAL NON –COLLUSION, INDEPENDENT PRICE DETERMINATION, NON-DISCRIMINATION, NON-DEBARMENT & LOBBYING AFFIDAVIT

I do hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud.

I understand that collusive pricing is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards and that no collusion with another firm was used in preparation of this bid.

I also certify that this firm does not discriminate against any employee or applicant for employment on the grounds of race, color, national origin or sex; and does not and will not maintain or provide for his employees any segregated facilities at any of its establishments, and further, that the firm does not and will not permit their employees to perform their services at any location under this contract where segregated facilities are maintained.

By submission of this bid, the bidder certifies that neither it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

I further certify that during the Invitation to Bid solicitation and/or during the performance of this contract that neither it nor its principals will participate in lobbying activities in conjunction with this project.

I agree to abide by all terms and conditions of this Invitation to Bid and certify that I am authorized to sign this affidavit for the vendor.

Please indicate which of the following apply to your company. This information is requested for information purposes only. Roane County currently has no policy that allows for set asides or preferences for woman owned or minority owned businesses.

_____ African American Owned

____ Caucasian Owned

_____ Native American Owned

_____ Other Owned

Asian Owned Hispanic Owned Woman Owned

Signature

Title

RFP #2015-1001/ALL FUNDS – COPIER RENTAL BUSINESS TAX & LICENSE AFFIDAVIT

Please sign the affidavit below stating that your company does have a Business License and that your Business Taxes are current. Companies located outside the State of Tennessee are required to have a Business License in Tennessee.

Affiant affirms and warrants that Contractor's licenses are currently valid and all business taxes have been paid and are current as of the date of this affidavit. Contractor is licensed and pays business taxes in

_____ County, Tennessee.

VENDOR

Ву:
Title:
Date:
Witness:

Date:			

RFP #2015-1001/ALL FUNDS – COPIER RENTAL STATEMENT OF QUALIFICATION

The following statements as to experience and general qualifications of the proposing firm as submitted in conjunction with the Request for Proposal as part thereof and truthfulness and accuracy of information is guaranteed by the proposing firm and included in the evaluation of the proposals.

Name & Address of Proposing Firm:

			-
			_
Talanhana			
Telephone	 	 	_
Fax Number			

Number of years proposer has been in this business.

Proposing firm must have satisfactorily completed or currently maintained three (3) contracts of similar size in the last five (5) years.

Company	
Contact Name	
Telephone	
Company	
Contact Name	
Telephone	
Company	
Contact Name	
Telephone	

RFP #2015-1001/ALL FUNDS – COPIER RENTAL REQUEST FOR PROPOSAL

Roane County is requesting proposals for Copier Rental for the Roane County School System and county offices as per the enclosed specifications. A list of school copiers are enclosed. The county currently rents copiers for the Sheriff's Department and the Purchasing Department. Other offices may be added as copier needs arise.

PROGRAM SCOPE

- 1. All machines are to be digital and be in good operational condition.
- 2. Service call response time is to be same day or within twenty-four (24) hours.
- 3. The number of machines per school may vary due to need and usage.
- 4. Vendor is to supply a minimum of two machines per school.
- 5. This proposal does not include color copiers.
- 6. See attached schedule of comparable equipment and usage.

PRICING OPTIONS & SUBMITTAL

Roane County is inviting two options for pricing. One option is for used/refurbished machines and the option two is for new equipment.

Please structure your price sheet to the types of copiers enclosed so as to make evaluation of pricing as simple as possible.

Vendors may choose to propose on only one option. Vendors are not required to propose both options.

Please indicate the brand and model of the machine you are proposing for each location.

OPTION 1

Used/refurbished comparable equipment on a cost per copy basis. All service and supplies included, toner, staples, etc. excluding paper. Network print capabilities are to be on all machines.

OPTION 2

New comparable equipment on a cost per copy basis. All service and supplies included, toner, staples, etc. excluding paper. Network print capabilities are required on all machines.

RFP #2015-1001/ALL FUNDS – COPIER RENTAL REQUEST FOR PROPOSAL

COMPLIANCE

- 1. If Contractor fails to perform or comply with any provision of this Contract or the terms or conditions of any documents referenced and made a part hereof, Roane County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Roane County expressly retains all its rights and remedies provided by law in case of such breach, and no action by Roane County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Roane County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2. Roane County does not guarantee any quantities of goods or services to be purchased from of this term Contract. Roane County does not have an exact dollar amount that was procured for these types of goods/services.

TERM OF THE CONTRACT

The term of the contract is for fiscal year beginning July 1, 2015 through June 30, 2016.

BID RENEWAL

Roane County reserves the right to renew all aspects of the bid one year at a time for an additional five (5) years based on a firm fixed price. Roane County Purchasing will notify the vendor of their intention to renew this contract prior to June 1 of the proposed renewal year. This renewal is not automatic and will be based on an annual review of the contract.

Roane County reserves the right to purchase these items/services from other sources if the need arises. Roane County reserves the right to revoke the award if a pattern of unavailability arises with the vendor. Should Roane County desire not to renew, no reason needs to be given.

EXTEND TO COUNTY GOVERNMENT OFFICES

Please indicate if your company will extend the same contract pricing to other county offices.

____Yes ____No

PRICING

Pricing is requested for a cost per copy only. Color copiers are to be provided at no additional cost except for the Central Office.

The cost per copy price is to include all supplies and service excluding paper.

Option 1 – Cost per copy for used/refurbished equipment. \$_____

Option 2 – Cost per copy for new equipment. \$_____

ROANE COUNTY SCHOOLS List of CURRENT COPIERS MIN # of COPIERS IN PARENTHESES by school name Color copiers provided at no additional cost - except at the Central Office Cost per copy only - with toner, staples, and service included All machines must be networkable

Roane County Central Office (7)		
Material Center	XEROX	4590
First Floor	XEROX	4595
Material Center (color)	XEROX	250
Food Services	XEROX	245
Office Hallway	XEROX	128
Payroll	XEROX	5330
Special Ed	XEROX	128

Bowers Elementary School (5)

School	XEROX	4150s
School	XEROX	5745
Teachers' Workroom-down	XEROX	245
Library	XEROX	5745
Upstairs Workroom	XEROX	245
Teachers' Workroom-up	XEROX	5655
Workroom Main Office	XEROX	M20i
School	XEROX	5655

Dyllis Springs Elementary School (4)

School	XEROX	5335
School	XEROX	7435
School	XEROX	5745
School	XEROX	5755
School	XEROX	4150
School	XEROX	5755
School	XEROX	5765
Computer Lab	XEROX	4150

Kingston Elementary School (4)

CANON	5055
CANON	5055
CANON	5055
CANON	IRC5045
	CANON CANON

Midtown Elementary School (3)	VEDOV	
Main hallway	XEROX	5655
School	XEROX	5655
Office	XEROX	4250
School	XEROX	4250
School	XEROX	5755
Midway Elementary School (3)		
First Grade	XEROX	5755
Third Grade	XEROX	5755
School	CANON	C5045
Ridgeview Elementary School (5)		
Office	XEROX	5330
Second Grade Workroom	XEROX	4250
K-2 B Teachers' Lounge	XEROX	5655
K-2 A Teachers' Lounge	XEROX	4250
3-5 B Downstairs	XEROX	5655
Third Grade Workroom	XEROX	4250
3-5 A Downstairs	XEROX	4250
Cherokee Middle School (3)		
School	CANON	5070
School	CANON	IRC5045
School	CANON	C4080
Harriman Middle School (2)		
Special Ed	XEROX	5335
School	XEROX	5335
School	XEROX	5335
Midway Middle School (2)		
Library	XEROX	5335
Teachers' Lounge	XEROX	5335
Office	XEROX	5335
Oliver Springs Middle School (2)		
Elementary Room 138	XEROX	4150
Elementary Office	XEROX	4150
Elementary Room 113	XEROX	5655
Elementary Music Room	XEROX	5655
Music Room		
MUSIC ROOM	XEROX	5755

Rockwood Middle School (3)		
Workroom	XEROX	5755
Workroom	XEROX	5755
Library	XEROX	5335
-		
Harriman High School (3)		
Office	XEROX	245
Home Ec Dept.	XEROX	128
Workroom	XEROX	5655
Workroom	XEROX	5655
Midway High School (2)		
School	CANON	1023IF
School	CANON	5055
School	CANON	5055
Oliver Springs High School (3)		
Office	XEROX	5335
Teachers' Lounge	XEROX	4250
Lower Hall	XEROX	5335
Guidance	XEROX	4250
Roane County High School (5)		
Office	XEROX	5755
Guidance Office	XEROX	5755
Teachers' Workroom	XEROX	5745
Teachers' Lounge	XEROX	5745
Library	XEROX	5745
Rockwood High School (3)		
Teachers' Lounge	XEROX	5655
Workroom	XEROX	7765
Workroom	XEROX	7765
Midtown Educational Center (2)		
Front Office	XEROX	55
Workroom Back Office	XEROX	4250