

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
August 12, 2019

REQUEST FOR PROPOSAL

RFP File 20-10

Sealed proposals will be received addressed to the **Attention of: Denise Ellison, Hamilton County Department of Education**, 3074 Hickory Valley Road, Chattanooga, Tennessee 37421, **until 3:00 PM, on August 30, 2019** at which time they will be opened and read publicly. Any proposal received after the scheduled closing time for receipt of such proposal will not be considered.

1. Deliver and Install all copier equipment for the complete installation within Hamilton County school buildings and offices. All prices quoted must be installed prices only.
2. Quality and Guarantee - All material on which proposals are submitted shall be of the quality and grade established by **Hamilton County Department of Education**. All work must be performed in accordance with prevailing codes, ordinances and regulations and meet or exceed guidelines.
3. Requirements for Submitting Bids - Proposals made on forms other than the Proposal Form will not be considered. The signature of the person submitting the proposal shall be in longhand and the completed form shall be without erasure or interlineations. Proposer must submit "original" proposal and 1 copy, plainly marked "original" and/or "copy" in one (1) sealed envelope. Additionally provide a digital signed copy on a USB flash drive.
4. Rights of Owner - The Hamilton County Department of Education reserves the right to reject any or all proposals or any part thereof, to waive technicalities and informalities, and to award a contract to other than the low bidder. The right is reserved to reduce or increase the quantity of any item; and to award contract by item number, or group of items. Price, quality, and suitability will be considered in awarding bids.
5. Termination - HCDE may terminate this agreement with or without cause at any time. HCDE Notice of Termination may provide the contractor Sixty (60) days prior notice before it becomes effective. In the event of termination by either party, fees due for services satisfactorily performed or goods accepted prior to the termination date shall be paid.

Vendor shall be required to pick up and remove equipment and remaining consumable supplies at the expiration of the contract at no additional cost to the district

6. Clarification of Proposal Document - Should a bidder find discrepancies in or omissions from the proposal document or should he be in doubt as to its meaning, he shall at once request clarification of the Owner.
7. Invoices will be returned for correction unless they contain the following information: Purchase Order Number; Item Numbers; Item; Quantity; Unit; Price; Extensions; and Total.
8. Meeting Specifications - By my written signature on this bid, I (we) agree and certify that all items included in the proposal meet or exceed any and all specifications covering such items. I (we) further agree, if awarded a contract, to deliver equipment, or services which meet or exceed the specifications. Failure to comply with this section will result in removal of your firm from our list of bidders for at least six (6) months. This penalty does not preclude action to enforce specific performance.

9. Contract Award

- a. The Hamilton County Department of Education reserves the right to accept or reject all or any part of any proposal, waive minor proposal formalities/technicalities and award the proposal deemed to be most advantageous to the District.
- b. The District reserves the right to award to a single proposer or multiple proposers, or in any combination it determines to be in its best interest.
- c. Responses and offers must remain open for acceptance for a period of ninety (90) days subsequent to the opening of RFPs, unless otherwise indicated, to allow time for the offer(s) to be evaluated and Board of Education action, if required.
- d. The successful bidder(s)/proposer(s) will be notified in writing (manifested by an award letter or properly executed purchase order) after review and acceptance by the District.

Contract award will be made to the most competitive and responsible proposer. Proposal prices shall remain firm for the entire life of the contract.

10. Negotiation – Hamilton County Department of Education may select a successful Proposer on the basis of initial offers received without discussions. Therefore, each Proposal shall contain the Proposer's best terms from a cost or price, experience and technical, and a service standpoint. Hamilton County Department of Education reserves the right to enter into negotiations with the highest-rated Proposer. If Hamilton County Department of Education and the selected Proposer cannot negotiate a successful agreement, Hamilton County Department of Education may terminate said negotiations and begin negotiations with the next highest-rated Proposer. Hamilton County Department of Education retains the right to negotiate with multiple Proposers simultaneously. This process will continue until a Contract has been executed or all Proposers have been rejected. No Proposer shall have any rights against Hamilton County Department of Education arising from such negotiations.
11. Service - All Proposers are required to have an adequate service organization with service representatives located in Chattanooga or within three hours driving time of Chattanooga. Service representatives must be employed by the Proposer or designated by him as his authorized representative on a full-time basis.
12. Relocation of Copiers- Proposer must agree that, upon timely request by Hamilton County Department of Education, it shall move and/or relocate any machine leased to Hamilton County Department of Education under this agreement to any location in Hamilton County Department of Education as Hamilton County Department of Education designates. In doing so, it is understood that Hamilton County Department of Education will not be charged any relocation, installation or further delivery fee. Proposer also agrees to provide connectivity installation, to any Hamilton County Department of Education computer, at no additional charge. In addition, Proposer agrees to pick-up any equipment once the lease term has expired at no additional charge to Hamilton County Department of Education.

13. **Insurance** – Bidders shall provide Workman’s Compensation Insurance as required by applicable laws of the State of Tennessee and shall provide liability insurances in the following minimum amounts: Commercial General Liability: Primary Coverage, General Aggregate \$2,000,000; Products/Completed Operations \$1,000,000; Personal and Advertising Injury \$1,000,000; Excess Liability following Primary Form \$2,000,000. Automobile Liability \$1,000,000; Excess Liability Following Primary Form \$2,000,000, All insurance must be occurrence based. Successful Bidder must add the Hamilton County Department of Education as an additional named insured by policy endorsement and provide a certificate of insurance evidencing such coverage and endorsement # for each additional named insured. Proposer must provide proof of liability insurance with proposal.
14. Questions and requests for additional information, omissions, or corrections requested shall be sent to the Purchasing Department in writing by August 19, 2019, 4:30PM. You may email this information to doe_purchasing @hcde.org. Requests for information/interpretation must be received on or before the date indicated above. Only questions answered by formal posted written addenda will be binding.
15. All responses to questions will be posted in an addenda on the district’s website at <http://www.hcde.org> by 4:30 PM. August 23, 2019.
16. **Proposal Evaluation Criteria** – Proposals will be evaluated by the following factors and criteria. Please ensure that you provide a response to each criterion and if the answer is not subsequent to the question, please note where in your response the criterion is addressed.

	Evaluation Criteria	Points
1	Purchase price	30
2	The quality of the vendor’s good or services	30
3	Vendors past relationship with the district	25
4	Reputation of the vendor and its goods and services	15

17. TN Cooperative Purchasing: also known as piggybacking, HCDE reserves the right to extend the terms, conditions and prices of this contract to other institutions (such as State, Local and/or Public Agencies) who express an interest in participating in any contract that results from bids and/or proposals. Each of the piggyback institutions will issue their own purchasing documents for purchasing of the goods. Bidder agrees that HCDE shall bear no responsibility or liability for any agreements between Bidder and the other Institution(s) who desire to exercise this option
18. Encouraging Small and Minority Owned Businesses 2 CFR 200.321 - To encourage business activity and ensure maximum full and open competition, efforts must be taken to solicit participation by minority firms, women’s business enterprises, labor surplus area businesses, and minority owned businesses in procurements.

BIDDER: Please cite your company classification as classified by the State of Tennessee, in the appropriate block:

- _____ Minority Firms
- _____ Women’s Business Enterprise
- _____ Labor Surplus Area Businesses
- _____ Minority Owned Businesses
- Other _____

19. Declaration/Statement by Bidder - The respondent hereby states that he, his company or any of its employees, agents, officer or proposed sub-contractors **have _____ or have _____ not** violated or participated in a violation of (please indicate appropriate answer and be specific), been convicted, or pled "nolo contendere" to any act involving an unlawful restraint of trade such as, but not limited to violations of the Sherman Act (15 U.S.C. -1-2), the Racketeer Influenced and Corrupt Organizations Act (18 U.S.C. 1961 - 1968), the Hobbs Act (18 U.S.C.1961), the Mail or Wire Fraud Statutes (18 U.S.C.-1341,1343), the False Statements Statue (18 U.S.C. -1001) the Tennessee AntiTrust Act (T.C.A.- 47-25-101) or similar State or Federal law. Respondent further states that he, his company or any of its officers, agents, or employees **have _____ or have not _____** (please indicate appropriate answer) been debarred by any governmental agency (Federal, State or Local). If your response is affirmative, please explain circumstances and the occasion. **Failure to complete this statement shall be cause for your proposal being considered non-responsive to this Bid Proposal Form and subject to rejection.**

20. In submitting this bid, you are certifying that you are aware of the requirements imposed by T.C.A.§49-5-413(d) to conduct criminal background checks through the Tennessee Bureau of Investigation and the Federal Bureau of Investigation on yourself and any of your employees who may come in direct contact with students or who may come on or about school property anytime students are present. You are further certifying that at no time will you ever permit any individual who has committed a sexual offense or who is a registered sex offender to come in direct contact with children or to come on or about school property while students are present.

21. Iran Divestment Act – By submission of a bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to T.C.A. §12-12-106.

Bidder _____

(Company Name)

The Hamilton County Department of Education affirms that it complies with Title VI and Title IX acts of 1964 / 1972.

Title VI of the Civil Rights Act of 1964

No person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

In accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Title IX of the Education Amendments of 1972

Prohibits discrimination based on gender in all programs or activities that receive Federal financial assistance. Title IX also includes same gender harassment as well as student-to-student harassment.

General Information

I certify that no Hamilton County Board of Education member or Department of Education employee has any financial interest in this company or will profit in any way from this potential purchase.

Signed _____ Dated _____

Print Name _____ Company _____

Address _____ City _____ State _____ Zip _____

Telephone No. _____ Fax No. _____ Email _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this RFP.
2. This non-collusion affidavit must be executed by the member, officer, or employee of the proposer who makes the final decision on prices and the amount quoted in the proposal.
3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure him or herself that such statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the proposer with responsibilities for the preparation, approval or submission of the proposal.
4. In the case of a proposal submitted by a joint venture, each party to the venture must be identified in the proposal documents, and an affidavit must be submitted separately on behalf of each party.
5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposal process, and includes the knowing submission of proposals higher than the proposal of another firm, and intentionally high or noncompetitive proposal, and any other form of proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the RFP.

NON-COLLUSION AFFIDAVIT
(Attachment A)

State of _____ Contract/RFP File 20-10

County of _____

I state that I am _____ of _____
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) _____, its affiliates, subsidiaries,
(Name of my Firm)

officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and
(Name of my Firm)

acknowledges that the above representations are material and important and will be relied on by Hamilton County Department of Education in awarding the contract(s) for which this bid is submitted, I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Hamilton County Department of Education of the true facts relating to submission of bids for this contract.

(Signature and Company Position)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20____

NOTARY PUBLIC _____
My commission expires: _____

Drug-Free Workplace Affidavit Requirements

- (1) Each Contractor or Subcontractor with no less than five (5) employees receiving pay shall submit an affidavit stating that such employer has a drug-free workplace program in effect at the time of submission of bids. Said program shall comply with Title 50, Chapter 9, TCA.
- (2) If it is determined that an employer subject to the provisions of this section has entered into a contract for this Project and does not have a drug-free workplace pursuant to the referenced requirements, such employer shall be prohibited from entering into another contract with any local government or state agency until such employer can prove compliance.
- (3) The written affidavit shall be submitted with the Contractor's Proposal Form, and the Bid shall not be considered complete if said affidavit is not included, and the Bid shall be rejected as Non-Responsive.
- (4) For purposes of compliance with this section, any private employer shall obtain a certificate of compliance with the applicable portions of the Drug-Free Workplace Act from the Department of Labor and Workforce Development.

**AFFIDAVIT OF COMPLIANCE
WITH
DRUG-FREE WORKPLACE REQUIREMENTS OF
TENNESSEE CODE ANNOTATED, § 50-9-113**

I, _____, president or other principal

Officer of _____, swear or affirm that the
(Name of Company)

Company has a drug-free workplace program that complies with Title 50, Chapter 9, Tennessee Code Annotated, in effect at the time of this bid submission at least to the extent required of governmental entities. I further swear or affirm that the company is in compliance with the Tennessee Code Annotated, § 50-9-113.

President of Principal Officer

For: _____

STATE OF TENNESSEE }
COUNTY OF }

Subscribed and sworn before me by _____,

President or principal officer of _____,

on this _____ day of _____, 20 _____.

NOTARY PUBLIC

My Commission Expires: _____

Certification of Compliance with Tennessee Public Chapter # 587

The General Assembly of the State of Tennessee requires any person, corporation or other entity who enters into or renews a contract with a local board of education comply with Tennessee Public Chapter #587 (TPC587).

TPC587 requires persons, employees of the person or corporation that have direct contact with school children or access to school grounds when children are present to have supplied to the corporation a fingerprint sample and have conducted a criminal history records check by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the person to have contact with such children or enter school grounds. (The Public Chapter 1080, (D) was amended to: "A person whose contract is for the performance of a service at a school-sponsored activity, assembly or even at which school officials or employees are present when the service is performed and where the activity, assembly, or event is conducted under the supervision of school officials or employees."

TPC587 provides guidance for employees who have been convicted of an offense that is classified as a sexual offense or a violent sexual offense.

I have read the attached TENNESSEE PUBLIC CHAPTER # 587 and certify compliance with the regulations.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030

TERMS AND CONDITIONS

RFP File 20-10

1. Contract Terms - The performance of this contract shall be covered solely by the terms and conditions set forth in this contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the seller at any time and the acceptance by the District of any goods to be furnished hereunder accompanied by any such document shall not be construed as an acceptance by the District of any terms or conditions contained in such document which is inconsistent with the terms and conditions set forth in this contract. Any different or additional terms, other than those herein, contained in the seller's acceptance are hereby objected to.
2. Inspection And Acceptance - All material which is discovered to be defective or which does not conform to any warranty of the seller herein upon initial inspection, or at any later time if the effects contained in the material were not reasonably ascertainable upon inspection, may be returned at the seller's expense for full credit or replacement. No goods returned as defective will be replaced without buyer's written authorization. Such return shall in no way affect the District's discount privileges. Such right to return offered to the District arising from the District's receipt of defective goods shall not exclude any other legal, equitable or contractual remedies the District may have therefore.
3. Warranty/Service Maintenance - Agreement Requirements - All proposals must include, at a minimum, a three (3) year warranty on each copier with an option to extend for two (2) additional one (1) year warranty periods, corresponding with the additional renewal options of the contract. The warranty period shall commence upon the delivery and installation date of the copier.
4. The vendor will be responsible for providing an assigned factory trained service technician, along with an assigned back-up service technician. Vendor shall provide assurance when a qualified technician will arrive on-site with adequate tools, parts, and equipment to perform most anticipated repairs.
5. Upon receiving a service call, the service maintenance provider shall give the HCDE a unique reference number for the call. The service maintenance provider shall be provided with a contact person's name, phone number, and a description of the problem. It will be the responsibility of the service maintenance provider to call the contact person and arrange to send a customer engineer to an agreed location where the service shall be provided. The contact person must receive a response within one (1) hour from the time the call was received by the service maintenance provider. A maximum three (3) hour on-site arrival response time must be maintained for all service calls. Total allowed response time will be four (4) hours (including both call and on-site response times) unless that time period falls outside normal business hours. In such cases the allowed response time will be within the first two (2) hours of business the next business day.

6. If any service call results in a copier being out of service for a period of (48) hours or more, the Proposer must supply a copier, on loan, at no additional cost to the HCDE. If the repaired machine does not operate to the HCDE's satisfaction, Proposer will replace the machine with a new copier within five (5) days of notification.
7. The service maintenance provider is responsible for the ordering and receiving of all replacement parts. The Proposer shall handle all warranty issues with the copier's manufacturer. For those occasions in which a replacement part is required, that part must be new, not remanufactured, and available to the service maintenance provider by the next business day.
8. Proposer must expressly warrant that the copier's supplies under this contract are fit for the purpose for which they are intended and that the copiers are new and are not reconditioned.
9. External industrial strength surge suppression devices must be covered for the duration of the contract. The external surge suppression/power filter equipment will be replaced free of charge if it fails and the manufacturer will repair or replace any machine damaged by power surges when properly connected to the external surge suppression/power filter equipment.
10. The Proposer and/or the service maintenance provider shall track and report the service history of each copier. The history must include, at a minimum, the component that failed, the date unit was received, and the date unit was returned. In addition to history by individual copier, reports must also show areas of failure in aggregate and be able to calculate the average duration it takes to repair units. Printed reports shall be provided to HCDE when requested. Proposer shall include the following information on the service maintenance provider within their proposal response, where indicated below: description of its experience with in Hamilton County, TN, local organizational structure, technical background of its customer engineers; specific locations of any spare parts inventories in Hamilton Co. TN, and method for obtaining parts in emergency situations.
11. Acts of God - Neither party shall be liable for delays, or defaults in the performance of this contract due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental action of any kind or any other causes of similar character beyond their control and without their fault or negligence.
12. Invoices -Delay in receiving invoices and errors in omissions on statements or invoices will be considered just cause for withholding settlement without losing privileges.
13. Bankruptcy or Insolvency - In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, of the property of seller, or in the event of breach of any of the terms hereof including the warranties of the seller, the District may cancel this contract or affirm the contract and hold the seller responsible for damages.

14. Delivery

- a. Location of Delivery/Service All equipment and supplies for this RFP will be for Hamilton County Department of Education as directed by the purchase order. All price quotes must be F.O.B. destination. Deliveries, other than for parts used in repair by the proposer, must be accompanied by Delivery Tickets or Packing Slips. These shall contain the following information for each item delivered: Purchase Order Number; Item Number; Name of Article; Quantity; and Supplies.
- b. Time of Delivery/Service To insure adequate service level for our District, Hamilton County requires that all goods ordered and services rendered will be delivered/completed when specified. Time is, therefore, the essence of this contract. If repairs are not made at the time agreed upon, the District reserves the right to cancel and purchase elsewhere and hold seller accountable therefore.

15. Delivery Of Goods And Services - It is understood and agreed that this proposal shall constitute an offer which, when approved by the School Board and accepted in writing by the Purchasing Department, will constitute a valid and binding contract between the undersigned and the Hamilton County Department of Education. Failure to supply needed material and/or services will result in removal of the firm from the HCDE list of proposers for the next bid cycle.

16. Responsibility For Supplies/Services - The Proposer shall be responsible for supplies until they are delivered and installed at the designated delivery point; and the proposer shall bear all risk for rejected and recalled supplies after notice of rejection. These will be replaced free of charge upon notice of recall/rejection or if wrong parts are bought.

17. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written addendum signed by the parties hereto.

18. Limitation of Liability. The parties agree that the Proposer's liability under this Contract shall be limited to services actually rendered that have not been previously paid for but for which the warranty is still in place and as may be addended, PROVIDED THAT in no event shall this section limit the liability of the Proposer for intentional torts, criminal acts, or fraudulent conduct.

19. District Liability. The District shall have no liability except as specifically provided in this Contract. HCDE shall not be responsible for any payment, insurance, or incurred liability.

20. Local, State and Federal Compliance. The Proposer shall comply with all applicable local, state and federal laws and regulations in the performance of this Contract.

21. Proposer shall acknowledge that it and its employees serve as independent proposers and that HCDE shall not be responsible for any payment, insurance, or incurred liability.

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030

SPECIFICATIONS / PROPOSAL FORM

RFP File 20-10

The current copier leasing contract consists of approximately 340 copiers with the current contract expiring various times in the near term which will require the successful bidder to be proactive in assessing the needs of the school and to help facilitate this transition.

Multiple Black & White MF Device (copier/scanner/printer/fax)

Minimum Equipment Specifications:

1. Multifunction copier/scanner/printer/fax shall be capable of producing double-sided prints/copies.
2. Multifunction copier/scanner/printer/fax rated at a speed ranging from 30 - 75 prints per minute (ppm) and faster are required to have the capability of printing on stock ranging from 20 lb. Bond to 110 lb. index, on sizes letter (8 ½ x 11), legal (8 ½ x 14) and ledger (11 x 17).
3. Multifunction copier/scanner/printer/fax shall have an automated stapling system, capable of stapling a minimum of 20+ sheets of 20 lb. paper.
4. Multifunction copier/scanner/printer/fax shall have a finisher for hole punching.
5. Multifunction copier/scanner/printer/fax shall have full offset stacking and finishing (stapling only) capabilities.
6. Multifunction copier/scanner/printer/fax shall possess an automated document feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper.
7. Multifunction copier/scanner/printer/fax shall have a bypass tray for the purpose of printing on specialized stock.
8. Multifunction copier/scanner/printer/fax shall have zoom capabilities from 64% to 200%.
9. Multifunction copier/scanner/printer/fax shall be brand new, unused and current model.
10. Multifunction copier/scanner/printer/fax shall have image shift capabilities.
11. Multifunction copier/scanner/printer/fax shall be operational as a "walk-up" digital copier, whether on the District network or not.
12. Multifunction copier/scanner/printer/fax shall have PIN code and/or mailbox secured access for users.
13. Multifunction copier/scanner/printer/fax shall be capable of scanning. Identify all formats available (e.g. PDF, MS Word, MS PowerPoint, etc.)
14. Multifunction copier/scanner/printer/fax shall be capable of faxing.

Multiple Color MF Device (copier/scanner/printer/fax)

Minimum Equipment Specifications:

1. Multifunction copier/scanner/printer/fax shall be capable of producing double-sided prints/copies.
2. Multifunction copier/scanner/printer/fax rated at a speed of 45 - 65 prints per minute (ppm) and faster are required to have the capability of printing on stock ranging from 20 lb. Bond to 110 lb. index, on sizes letter (8 ½ x 11), and legal (8 ½ x 14)
3. Multifunction copier/scanner/printer/fax shall have a finisher for hole punching.
4. Multifunction copier/scanner/printer/fax shall have full offset stacking and finishing (stapling only) capabilities.
5. Multifunction copier/scanner/printer/fax shall possess an automated document feeder, with a minimum capacity of 50 sheets of 20 lb. bond paper.
6. Multifunction copier/scanner/printer/fax shall have a bypass tray for the purpose of printing on specialized stock.
7. Multifunction copier/scanner/printer/fax shall have zoom capabilities from 64% to 200%.
8. Multifunction copier/scanner/printer/fax shall be brand new, unused and current model.
9. Multifunction copier/scanner/printer/fax shall have image shift capabilities.
10. Multifunction copier/scanner/printer/fax shall be operational as a “walk-up” digital copier, whether on the District network or not.
11. Multifunction copier/scanner/printer/fax shall have PIN code and/or mailbox secured access for users.
12. Multifunction copier/scanner/printer/fax shall be capable of scanning. Identify all formats available (e.g. PDF, MS Word, MS PowerPoint, etc.)
13. Multifunction copier/scanner/printer/fax shall be capable of faxing.

Required Services for all Multifunction devices:

Vendor will provide services and supplies to the multifunction devices. This consist of:

1. Consumable supplies
2. Fix/Repair and maintenance services
3. Vendor assumes all responsibility for hardware performance due to service parts and components.
4. Vendor will assume responsibility for disposal of and recycling of all service parts
5. Vendor will supply District with a call completion notification in electronic format.
6. Excluded from the requirements are delays resulting from acts of nature, accidents, or extreme weather conditions.
7. Preventative Maintenance Schedules planned and completed according to manufacturers' recommended service schedules
8. End-user support
 - a. Provide a single point of contact for District staff
 - b. Unlimited phone support on all initial service calls during normal business hours, 6:00 A.M. to 4:30 P.M. EST, Monday through Friday except for statutory holidays.
 - c. Unlimited network support during normal business hours, 6:00 A.M. to 4:30P.M. EST, Monday through Friday except for statutory holidays.
9. Unlimited customer training and updates.
10. The District requires that the vendor fulfills the supply expectations:
11. Black and white toner may not be off brand and must be OEM. No substitutes will be accepted.
12. Color toner must be OEM. No substitutes will be accepted.
13. Unlimited toner.
14. Consumable supplies must meet original equipment manufacturers specifications.
15. Consumable supplies must not exceed 0.5% failure rate.
16. Vendor assumes all responsibility for hardware performance due to consumable supplies.
17. Vendor retains ownership of all consumables inventory.
18. Down time due to lack of consumable supplies is not acceptable.
19. Vendor is responsible for delivery of supplies to point of need.
20. District is interested in online ordering services for the consumable supplies.
21. Any additional consumables supplies require for well function of the multifunction devices.

Schedule A – Black and White Copiers

3,000 copies per month:

- 30 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Fax
- Reduction & enlargement
- One paper trays & bypass
- Minimum paper capacity: 250 sheets
- Copy size: 5.5 x 8.5 to 8.5 x 14
- Single Pass Document Feeder

7,500 copies per month:

- 30 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

10,000 copies per month:

- 40 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

20,000 copies per month:

- 40 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

30,000 copies per month:

- 40 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Document Feeder

40,000 copies per month:

- 60 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- One 3000 & two 500 sheet paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

50,000 copies per month:

- 75 copies per minute
- Network print/scan
- Color scan
- Cabinet
- Reduction & enlargement
- One 3000 & two 500 sheet paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

Pricing Schedule A

Schedule A – Black and White Copiers		
Volume Band	Manufacture & Model	Cost Per Month
II: 3,000 Copies	Copier #1:	
	Additional Feature: Fax	
	Additional Feature: 2nd Paper Tray	
	Additional Feature: 2nd and 3rd Paper Tray	
IV: 7,500 Copies	Copier #1:	
	Additional Feature: Fax	
	Additional Feature: 2nd and 3rd Paper Tray	
	Additional Feature: External Finisher (50 Page)	
V: 10,000 Copies	Copier #1:	
V: 10,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: 2nd and 3rd Paper Tray	
	Additional Feature: External Finisher (50 page)	
	Additional Feature: External Finisher (50 page) with Hole Punch	
VI: 20,000 Copies	Copier #1:	
VI: 20,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: 3rd Paper Tray	
	Additional Feature: 3rd and 4th Paper Tray	
	Additional Feature: External Finisher (50 page)	
	Additional Feature: External Finisher (50 page) with Hole Punch	

Schedule A – Black and White Copiers		
Volume Band	Manufacture & Model	Cost Per Month
VII: 30,000 Copies	Copier #1:	
VII: 30,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: 3rd Paper Tray	
	Additional Feature: 3rd and 4th Paper Tray	
	Additional Feature: External Finisher (50 page)	
	Additional Feature: Booklet Finisher with Hole Punch	
VII: 40,000 Copies	Copier #1:	
VII: 40,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: LCT Paper Tray	
	Additional Feature: External Finisher (50 page)	
	Additional Feature: External Finisher (50) with Hole Punch	
	Additional Feature: External Finisher (50) with Hole Punch, Booklet Finisher	
VIII: 50,000 Copies	Copier #1:	
VIII: 50,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: LCT Paper Tray	
	Additional Feature: External Finisher (50 page)	
	Additional Feature: External Finisher (50 page) with Hole Punch	
	Additional Feature: Booklet Finisher with Hole Punch	
Overage Rate	State price per copy rate for all volume bands for Schedule A	

Schedule B – Color Copiers

3,000 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- One paper trays & bypass
- Minimum paper capacity: 250 sheets
- Copy size: 5.5 x 8.5 to 8.5 x 17
- Single Pass Document Feeder

5,000 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 500 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

7,500 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 X 8.5 to 11 X 17
- Single Pass Document Feeder

10,000 copies per month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 1000 sheets
- Copy size: 5.5 X 8.5 to 11 X 17
- Single Pass Document Feeder

20,000 Copies per Month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- Two paper trays & bypass
- Minimum paper capacity: 500 sheets
- Copy size: 5.5 X 8.5 to 11 X 17
- Single Pass Document Feeder

30,000 Copies per Month:

- 45 copies per minute black & color
- Network color print
- Color scan
- Cabinet
- Reduction & enlargement
- One 3000 & two paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

40,000 Copies per Month:

- 65 copies per minute black & color
- Network color print
- Color scan
- Reduction & enlargement
- One 3000 & two paper trays & bypass
- Minimum paper capacity: 4000 sheets
- Copy size: 5.5 x 8.5 to 11 x 17
- Single Pass Document Feeder

Pricing Schedule B

Schedule B - Color Copiers		
Volume Band	Manufacture & Model	Cost Per Month
I: 3,000 Copies	Copier #1:	
	Additional Feature: Fax	
	Additional Feature: 2nd Paper Tray	
	Additional Feature: 2nd and 3rd Paper Tray	
II: 5,000 Copies	Copier #1:	
	Additional Feature: Fax	
	Additional Feature: 3rd Paper Tray	
	Additional Feature: 3rd and 4th Paper Tray	
	Additional Feature: External Finisher (1000 sheet)	
III: 7,500 Copies	Copier #1:	
III: 7,500 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: 3rd Paper Tray	
	Additional Feature: 3rd and 4th Paper Tray	
	Additional Feature: External Finisher (1000 sheet)	
	Additional Feature: External Finisher with Hole Punch	
IV: 10,000 Copies	Copier #1:	
IV: 10,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: 3rd Paper Tray	
	Additional Feature: 3rd and 4th Paper Tray	
	Additional Feature: External Finisher (1000 sheet)	
	Additional Feature: External Finisher with Hole Punch	
	Additional Feature: Booklet Finisher with Hole Punch	

Schedule B - Color Copiers		
Volume Band	Manufacture & Model	Cost Per Month
V: 20,000 Copies	Copier #1:	
V: 20,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: 3rd Paper Tray	
	Additional Feature: 3rd and 4th Paper Tray	
	Additional Feature: External Finisher (1000 sheet)	
	Additional Feature: External Finisher with Hole Punch	
	Additional Feature: Booklet Finisher with Hole Punch	
VI: 30,000 Copies	Copier #1:	
VI: 30,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: LCT Paper Tray	
	Additional Feature: External Finisher (1000 sheet)	
	Additional Feature: External Finisher with Hole Punch	
	Additional Feature: Booklet Finisher with Hole Punch	
VII: 40,000 Copies	Copier #1:	
VII: 40,000 Copies	Copier #2:	
	Additional Feature: Fax	
	Additional Feature: LCT Paper Tray	
	Additional Feature: External Finisher (1000 sheet)	
	Additional Feature: External Finisher with Hole Punch	
	Additional Feature: Booklet Finisher with Hole Punch	
Overage Rate	State price per copy for all volume bands for Schedule B for Black & White Copies	
Color Copies	State price per copy for all volume bands for Schedule B for Color Copies	

Schedule C

Wide Format MFP Copiers

- 250 Linear Feet per Month:
- Up to 6 “D” prints per minute
- Network print / color scan
- Table / stand
- Reduction & enlargement
- Two roll paper feeder & single sheet bypass
- Copy / print / scan size: 36”
- Document feeder

Poster Maker

- 24” Wide
- Network Printing
- Multiple Copies
- Automatic Cutter
- Scan to Print

Pricing Schedule C

Schedule C Wide Format MFP Copiers/ Poster Maker		
Volume Band	Manufacture & Model	Cost Per Month
I:	Copier #1:	
III	Poster Maker #1	
IV	Poster Maker #1	
	Additional Feature: Stand	
Overage Rate	State overage rate per linear foot for Wide Format MFP Copiers	
Overage Rate	State price per copy for Poster Maker	

****Vendors may submit a table containing more additional features that are not outlined in the pricing charts above and the pricing associated with those items. The additional features would not be considered in evaluations but would be used for informational purposes and would be eligible to be added to any resulting contract.****

HAMILTON COUNTY DEPARTMENT OF EDUCATION
3074 Hickory Valley Road
Chattanooga, Tennessee 37421
(423) 498-7030

General Qualifications & Experience Questions
RFP File 20-10

- 1) Detail the name, e-mail address, mailing address, telephone number, and facsimile number of the person the District should contact regarding the proposal.
- 2) Detail the number of years the Proposer has been in business.
- 3) Briefly describe how long / if ever the Proposer has been performing the services required by this RFP to HCDE.
- 4) Describe the Proposer's form of business (*i.e.*, individual, sole proprietor, corporation, non-profit corporation, partnership, limited liability company), number of employees, client base, and location of offices. Identify the office location within Hamilton County Tennessee and the number of employees based at that location that will service our equipment.
- 5) Identify how many technicians will be servicing the area and the dispatch location.
- 6) Provide certification of manufacturer/factory Authorized Brand the Proposer is certified to repair.
- 7) Provide three (3) customer references from individuals (who are not current or former officials or staff of the District) for projects similar to the services sought under this RFP. Detail the name, e-mail address, mailing address, telephone number, and facsimile number for each reference.
- 8) State whether or not the Proposer or, to the Proposer's knowledge, any of the Proposer's employees, agents, independent proposers, or sub-proposers, proposed to provide work on a contract pursuant to this RFP, have been convicted of, pled guilty to, or pled *nolo contendere* to any felony. If so, include an explanation providing relevant details.
- 9) State whether or not, in the last ten (10) years, the Proposer has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors. If so, include an explanation providing relevant details.
- 10) State whether or not there is any material, pending litigation against the Proposer that the Proposer should reasonably believe could adversely affect its ability to meet contract requirements pursuant to this RFP or is likely to have a material adverse effect on the Proposer's financial condition. If such exists, list each separately, explain the relevant details, and attach the opinion of counsel addressing whether and to what extent it would impair the Proposer's performance in a contract pursuant to this RFP. NOTE: All persons, agencies, firms, or other entities that provide legal opinions regarding the Proposer must be properly licensed to render such opinions. The District may require the Proposer to submit proof of such licensure detailing the state of licensure and licensure number for each person or entity that renders such opinions.

- 11) Identify their regular business hours and service hours for the company's week. Provide contact names and phone numbers for HCDE personnel for placement of regular, special, or emergency orders during normal working hours. This contact should be available at any time during the hours of 6:00a.m. to 4:30 p.m.
- 12) Provide a brief, descriptive statement detailing evidence of the Proposer's ability to deliver the services sought under this RFP (*e.g.*, resources, program and quality management systems, *etc.*).
- 13) Provide a list of the Proposer's personnel who will be working with the Hamilton County Department of Educations.
- 14) Detail the estimated call response time (time to arrive on site) after notified by the District. Provide a brief statement detailing the location of the Proposer's centralized call center, if applicable.
- 15) Provide a description how the end-user training is going to be.
- 16) Provide a description how to place order for supplies and services call.

ADDENDUM TO AGREEMENT

This addendum shall be considered part of and incorporated into the Agreement between the Hamilton County Department of Education, hereinafter referred to as, "Department", and _____ (Company) dated _____.

Notwithstanding any other language to the contrary in the Agreement, the following terms shall be controlling:

1. In the event that there is an unexpected shortfall in funding such that the Board of Education must discontinue the assessment project, then it may do so without any further obligation or penalty upon giving any service provider 60 days written notice.
2. The Agreement shall be governed by the laws of the State of Tennessee. Any action brought in law or in equity to enforce any provision of the entire Agreement shall be filed in the appropriate state court in Hamilton County, Tennessee.
3. In any action to enforce this Agreement, the prevailing party shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

By our signatures we have read the above terms of this Addendum and agree with the terms.

Superintendent
Hamilton County Department of Education

Authorized Representative

Company

Date

Date

Hamilton County Department of Education
Vendor Information Form

Name: (as appears on your income tax return) _____

Business Name: (if different from above) _____

Mailing address for payments

Mailing address for purchase orders/ bids

Contact Person _____

Phone: _____

Email: _____

Fax: _____

Signature _____

Printed _____

Title _____

Dated _____

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p>	
	<p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p>	<p>Requester's name and address (optional)</p>
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
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or								
Employer identification number								
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Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
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- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.