

The Procurement Division of Knox County, Tennessee will receive sealed bids for the provision of **High Speed Printers** as specified herein. Bids must be received by **2:00 p.m.** on **September 2, 2020**. Late bids will neither be considered nor returned.

**Deliver Bids To:**  
**Bid Number 2979**  
**Knox County Procurement Division**  
**Suite 100**  
**1000 North Central Street**  
**Knoxville, Tennessee 37917**

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

## **SECTION I      GENERAL TERMS AND CONDITIONS**

- 1.1      ADDITIONAL INFORMATION:** Knox County wants requests for additional information routed to Christina Davin CPPB, at 865.215.5769. Questions may be faxed to 865.215.5778 or emailed to [christina.davin@knoxcounty.org](mailto:christina.davin@knoxcounty.org). Information about the Knox County Procurement Division and current solicitations may be obtained on the Internet at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement).
- 1.2      ACCEPTANCE:** Vendors shall hold their price firm and subject to acceptance by Knox County for a period of sixty (60) business days from the date of the bid opening, unless otherwise indicated in their bid.
- 1.3      ALTERNATIVE BIDS:** Knox County will not accept alternate bids (those not equal to specifications) unless authorized by the Invitation for Bid.
- 1.4      AUDIT HOTLINE:** Knox County has established an Audit Hotline to report potential fraud and waste. To report potential fraud, waste or abuse, please call or 1-866-858-4443 (toll-free). You can also file a report online by accessing <http://www.knoxcounty.org/hotline/index.php>.  
**Vendors are hereby cautioned that this Audit Hotline does not replace the Award Protest Procedures found in Section VI, Item M of the Knox County Procurement Regulations.**
- 1.5      AWARD:** Award will be made to the most responsive, responsible bidder(s) meeting specifications which presents the product or service that is in the best interest of Knox County. Knox County reserves the right to award this bid on an all-or-none basis, line item basis or schedule basis. Knox County reserves the right to make a multiple award. Knox County also reserves the right to not award this bid. The evaluation criteria are listed herein.
- 1.6      BID DELIVERY:** Knox County requires bidders, when hand delivering bids, to time date and stamp the envelope before depositing it in the bid box. The time clock in the Procurement Division shall become the official record of time. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid electronically less than twenty-four (24) hours prior to the bid opening time.
- Solicitations must be in a sealed envelope/box prior to entering the Procurement Division office. Procurement Division personnel are not allowed to see the submittal nor assist in placing documents in an envelope/box. Additionally, the Procurement Division is not responsible for providing materials (e.g. envelopes, boxes, tape) for submittals.**
- 1.7      CLOSURES:** During periods of closure due to unforeseen circumstances in Knox County or closures at the direction of the Knox County Mayor, the Procurement Division will enact the following procedures in regards to solicitations and weather delays:
- If the Mayor closes the Administrative offices prior to the time set for solicitation opening of any business day, all solicitations due that same day will be moved to the next operational business day.
  - Other unforeseen circumstances shall be at the sole discretion of the Procurement Director.
  - Knox County shall not be liable for any commercial carrier's decision regarding deliveries during any unforeseen circumstances.
- 1.8      CONFLICT OF INTEREST:** Vendors must have read and complied with the "non-conflict of interest" statement provided in the vendor registration process prior to the opening of this solicitation.

- 1.9 COPIES:** Knox County requires that bids be submitted as one (1) marked original and one (1) exact copy. No copies are needed with an electronic bid response.
- 1.10 DELIVERY:** Vendors must state the delivery time in their bids. Knox County requires that vendors deliver all products "free on board" destination.
- 1.11 DESCRIPTIVE LITERATURE:** Vendors, if bidding other than specified, must clearly identify the manufacturer and the specifications, to which they are submitting. Vendors must also provide descriptive literature with their bid.
- 1.12 DECLARATIVE STATEMENTS:** Any statement or words (e.g.: must, shall, will) are declarative statements and the vendor must comply with the condition. Failure to comply with any such condition will result in the bid being considered non-responsive and disqualified.
- 1.13 DISADVANTAGED BUSINESS PROGRAM:** Knox County has established a Disadvantaged Business Program which has the responsibility of increasing opportunity for small, minority and women owned businesses. This is being accomplished through community education programs, policy edification, active recruitment of interested businesses and process re-engineering.

Knox County is committed to ensuring full and equitable participation for all disadvantaged businesses. Knox County welcomes submittals from those disadvantaged businesses that have an interest in providing goods and/or services listed herein. In addition, Knox County strongly encourages the inclusion of disadvantaged businesses by non-disadvantaged Contractors who may wish to partner or subcontract portions of this agreement in order to accomplish the successful delivery of goods and/or services.

If you are a disadvantaged business and would like additional information about our Disadvantaged Business Program, please contact:

Diane Woods, CPPB, Business Outreach Administrator  
Knox County Procurement  
Telephone: 865.215.5760  
Fax: 865.215.5778  
E-Mail: [diane.woods@knoxcounty.org](mailto:diane.woods@knoxcounty.org)

- 1.14 ELECTRONIC TRANSMISSION OF BIDS:** Knox County's Procurement Division will accept, and strongly encourages, electronically transmitted bids through the County's online Procurement system. Facsimile submission is strictly prohibited.
- 1.15 HOW TO DO BUSINESS:** Knox County utilizes a web-based Procurement software system, "Knox Procurement On-Line". The system provides our clients (vendors, county departments and the citizens of Knox County) with a more enhanced and end-user friendly means of accessing our services. The system allows for on-line vendor registration and maintenance, electronic receipt of purchase orders, on-line retrieval and submittal of quotes, bids and proposals for our vendor-clients and on-line requisitioning and receiving for our county departments. In order for the County to maximize its investment and minimize the cost associated with office operations we need your help. When doing business with Knox County we are urging you to please go to our website at [www.knoxcounty.org/Procurement](http://www.knoxcounty.org/Procurement), register as a vendor in our on-line Procurement system, "Knox Procurement On-Line", if you have not done so and whenever possible to conduct your business with the County through this site. If you have any questions please contact the Procurement Division Representative listed in subsection 1.1 of this document.
- 1.16 INCURRED COSTS:** Knox County will not be responsible for any costs incurred by the bidder in the preparation of their bid.
- 1.17 MULTIPLE BIDS:** Knox County will consider multiple bids that meet specifications.
- 1.18 NON-COLLUSION:** Bidders, by submitting a signed bid, certify that the accompanying bid is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Tennessee or United States law.
- 1.19 PAYMENT METHOD:** Knox County utilizes two (2) methods of placing order for products and/or services. The first is the use of Purchase Orders. These Purchase Orders will be issued from the Knox County Procurement Division via the method selected by the vendor during registration. The Purchase Order will detail the quantity, specific item(s) and the contracted price for each item.

The second method is the use of the Knox County Credit Card (Visa). Orders placed with the card will list the same information as the Purchase Order. Vendors will be given the card information and approval to process the transaction by the requesting department. Vendors must indicate in their bid response if the vendor will accept Knox County's Credit Card (VISA) as a form of payment. Bidders are prohibited to charge Knox County any type of merchant fee from their financial institution to accept this type of payment.

- 1.20 POSSESSION OF WEAPONS:** All vendors and their employees and their agents are prohibited from possessing any weapons on Knox County property without prior written consent from the County. In the case of a vendor whose Contract requires possession of firearms or other weapons to successfully complete their Contract, vendor must provide personnel who are bonded to bear said weaponry.
- 1.21 PROCESSING TIME FOR PAYMENT:** Vendors are advised that a minimum of thirty (30) days is required to process invoices for payment.
- 1.22 PROOF OF FINANCIAL AND BUSINESS CAPABILITY:** Vendors must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Knox County will make the final determination as to the vendor's ability.
- 1.23 RECYCLING:** Knox County, in its continuing efforts to lessen the amount of landfill waste and to further recycling efforts, request that bids being submitted on paper shall:
- Be submitted on recycled paper
  - Not include pages of unnecessary advertising
  - Be made on both sides of each sheet of paper
- 1.24 RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS:** It is the responsibility of the prospective bidder to review the entire Invitation for Bid (IFB) packet and to notify the Procurement Division if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Division by **August 17, 2020 @ 4:30 p.m.** local time. These requirements also apply to specifications that are ambiguous.
- 1.25 SIGNING OF BIDS:** **In order to be considered, all bids must be signed. Please sign the original in blue ink.** By signing the bid document, the vendor acknowledges and accepts the terms and conditions stated in the bid document. When submitting electronically, the submission of the bid constitutes the acceptance of all terms and conditions and will legally bind the vendor to the County's request for goods/services and the vendor's subsequent response.
- 1.26 TAXES:** Knox County purchases are not subject to taxation. Tax exemption certificates will be provided upon request.
- 1.27 TITLE VI OF THE 1964 CIVIL RIGHTS ACT:** "Nondiscrimination in Federally Assisted Programs"—"No person in the United States shall, on the ground 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." 42 U.S.C. Section 2000 et seq. It is the policy of Knox County Government that all its services and activities be administered in conformance with the requirements of Title VI.
- 1.28 USE OF BID FORMS:** Vendors must complete the bid forms contained in the bid package. Failure to complete the bid forms may result in bid rejection.
- 1.29 VENDOR DEFAULT:** Knox County reserves the right, in case of vendor default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby. Should vendor default be due to a failure to perform or because of a request for a price increase, Knox County reserves the right to remove the vendor from the County's bidder's list for twenty-four (24) months.
- 1.30 VENDOR REGISTRATION:** Prior to the opening of this bid, **ALL BIDDERS** must be registered with the Procurement Division. A vendor application may be submitted online at [www.knoxcounty.org/procurement](http://www.knoxcounty.org/procurement). Select the On-Line Vendor Registration link and complete the forms. Vendors must be registered with the Procurement Division **prior** to submitting their bid. Knox County shall not be responsible for technical difficulties experienced by vendors trying to register less than twenty-four (24) hours prior to the bid opening time.
- 1.31 WAIVING OF INFORMALITIES:** Knox County reserves the right to waive minor informalities or technicalities when it is in the best interest of Knox County.

## SECTION II OBLIGATIONS, RIGHTS AND REMEDIES

These terms and conditions shall be part of the Contract. Knox County reserves the right to negotiate other terms and conditions it deems appropriate and necessary under the circumstances to protect the public's trust.

- 2.1 ALTERATIONS OR AMENDMENTS:** No alterations, amendments, changes, modifications or additions to this Contract shall be binding on Knox County without the prior written approval of the County.
- 2.2 APPROPRIATION:** In the event no funds are appropriated by Knox 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.
- 2.3 ASSIGNMENT:** Contractor shall not assign or sub-contract this agreement, its obligations or rights hereunder to any party, company, partnership, incorporation or person without the prior written specific consent of Knox County.
- 2.4 BOOKS AND RECORDS:** Contractor shall maintain all books, documents, accounting records and other evidence pertaining to the goods and services provided under this Contract and make such materials available at its offices at all reasonable times during the Contract period and for five (5) 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 not include those books, documents and accounting records that represent the Contractor's costs of manufacturing, acquiring or delivering the products and services governed by this agreement.
- 2.5 CHILD LABOR:** Contractor agrees that no products or services will be provided or performed under this Contract that have been manufactured or assembled by child labor.
- 2.6 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.
- 2.7 CRIMINAL HISTORY RECORDS CHECK:** Any and all successful vendors, vendor employees, and any vendor sub-contractors and its employees that perform any services at Knox County Schools must submit to a criminal history records check at vendor's expense. This is conducted by the Tennessee Bureau of Investigation and the Federal Bureau of Investigation prior to permitting the employee to have contact with students or enter school grounds when students are present. Reference Tennessee Code Annotated Section 49-5-413.
- 2.8 DEFAULT:** 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, Knox County may terminate this Contract, in whole or in part, and may consider such failure or noncompliance a breach of Contract. Knox County expressly retains all its rights and remedies provided by law in case of such breach; and no action by Knox County shall constitute a waiver of any such rights or remedies. In the event of termination for default, Knox County reserves the right to purchase its requirements elsewhere, with or without competitive bidding.
- 2.9 GOVERNING LAW:** The laws of the State of Tennessee shall govern this Contract, and all obligations of the parties are performable in Knox County, Tennessee. The Chancery Court and/or the Circuit Court of Knox County, Tennessee, shall have exclusive and concurrent jurisdiction of any disputes, which arise hereunder.
- 2.10 INCORPORATION:** All specifications, drawings, technical information, Invitation for Bid, Bid, Award and similar items referred to or attached or which are the basis for this Contract are deemed incorporated by reference as if set out fully herein.
- 2.11 INDEMNIFICATION—HOLD HARMLESS:** Contractor shall indemnify, defend, save and hold harmless Knox County, 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, suppliers, agents, or employees or due to any negligent act or occurrence or any omission or commission of Contractor, its subcontractors, suppliers, agents or employees.
- 2.12 INDEPENDENT CONTRACTOR:** Contractor shall acknowledge that it and its employees serve as independent contractors and that Knox County shall not be responsible for any payment, insurance or incurred liability.

- 2.13 INSPECTION AND ACCEPTANCE:** Warranty periods shall not commence until Knox County inspects and formally accepts the goods and/or services. The terms, conditions and timing of acceptance shall be determined by Knox County. Knox County reserves the right to reject any or all items or services not in conformance with applicable specifications, and Contractor assumes the costs associated with such nonconformance. Acceptance of goods or services does not constitute a waiver of latent or hidden defects or defects not readily detectable by a reasonable person under the circumstances.
- 2.14 IRAN DIVESTMENT ACT:** By submission of this 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 Tennessee Code Annotated § 12-12-106.
- 2.15 LIMITATIONS OF LIABILITY:** In no event shall Knox County be liable for any indirect, incidental, consequential, special or exemplary damages or lost profits, even if Knox County has been advised of the possibility of such damages.
- 2.16 NON-DISCRIMINATION AND NON-CONFLICT STATEMENT:** Contractor agrees that no person on the grounds of handicap, age, race, color, religion, sex, national origin, or any individual trait or characteristic found to be an illegal consideration 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 non-discrimination 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.
- Contractor covenants that it has no public or private interest and shall not acquire directly or indirectly any interest, which would conflict in any manner with the provision of its goods or performance of its services. Contractor warrants that no part of the total contract amount provided herein shall be paid directly or indirectly to any officer or employee of Knox County as wages, compensation, or gifts in exchange for acting as officer, agent, employee, sub-contractor or consultant to Contractor in connection with any goods provided or work contemplated or performed relative to the agreement.
- 2.17 ORDER OF PRECEDENCE:** In the event of inconsistent or conflicting provision of this Contract and referenced documents, the following descending order of precedence shall prevail: (1) Item Description, (2) Invitation for Bid, (3) Bid, (4) Award, (5) Special Terms and Conditions, (6) General Terms and Conditions, (7) Specifications, (8) Drawings.
- 2.18 REMEDIES:** Knox County shall have all rights and remedies afforded under the U.C.C. and Tennessee law in Contract and in tort, including but not limited to rejection of goods, rescission, and right of set-off, refund, incidental, consequential and compensatory damages and reasonable attorney's fees.
- 2.19 RIGHT TO INSPECT:** Knox County reserves the right to make periodic inspections of the manner and means the service is performed or the goods are supplied and warehoused.
- 2.20 SEVERABILITY:** If any provision of this Contract is declared illegal, void or unenforceable, the remaining provisions shall not be affected but shall remain in force and in effect.
- 2.21 TAX COMPLIANCE:** Pursuant to Resolution R-07-1-903 passed by the Commission of Knox County, Tennessee, Contractor hereby acknowledges, by submission of its bid or proposal and signature, it is current in its respective Federal, State, County, and City taxes of whatever kind or nature, and is not delinquent in any way. Delinquent status must be disclosed or risk debarment by the Knox County Procurement Division.
- 2.22 TERMINATION:** County may terminate this agreement with or without cause at any time. 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.
- 2.23 WARRANTY:** Contractor warrants to Knox County that all items delivered and all services rendered shall conform to the specifications, drawings, bid and/or other descriptions furnished and/or incorporated by reference, and will be fit for the particular purpose purchased of merchantable quality, good workmanship, and free from defects. Contractor extends to Knox County all warranties allowed under the U.C.C. Contractor shall provide copies of warranties to the County upon request. Return of merchandise not meeting warranties shall be at Contractor's expense.

### SECTION III SPECIAL TERMS AND CONDITIONS

- 3.1 **INTENT:** The intent of these specifications is to “lease to buy” High Speed Printers for the Knox County School System. There is no guarantee for the number of machines to be leased and/or purchased. Award will be based on Best Value. Best Value means more than low cost. It includes the initial cost, service quality, and other factors detailed herein.
- 3.2 **ADDITIONS OR DELETIONS:** Knox County reserves the right to add or delete goods or services as the need arises. If items are to be added, Knox County and the Contractor will arrive at a mutually agreed price.
- 3.3 **AUTHORIZED DEALER/RESELLER:** Bidders **must** submit, with their bid, signed written factory documentation that they are authorized dealers/resellers for the product they are bidding. If bidder is the manufacturer of the product they are bidding, a signed statement stating that fact **must** be included with their bid. Failure to comply with this request may be just cause for rejection of their bid.
- 3.4 **AWARD STATUS:** Knox County intends to issue a one-year award. Upon the mutual agreement of the vendor and Knox County, the award may be extended for four (4) additional years, one (1) year at a time. This may result in a total of five (5) years. The renewal option is at the discretion of the County. Should the County desire not to renew, no reason needs to be given. Knox County reserves the right to purchase these services from other sources, if the need arises. Knox County reserves the right to revoke the award if a pattern of unavailability arises with the vendor.
- 3.5 **BID EVALUATION:** In evaluating the bids, Knox County reserves the right to use any or all of the ideas from the bids submitted without limitation and to accept any part or the entire successful bid in selecting an operation which is judged to be in the best interest of Knox County. All material submitted becomes the property of Knox County and is therefore considered an open document under the Public Records Act.
- 3.6 **CHANGES AFTER AWARD:** It is possible that after the award, the County might change its needs or requirements. Knox County reserves the right to make such changes after consultation with the vendor. Should additional cost arise, the County reserves the right to consider accepting these changes provided the vendor can document the increased costs. Knox County also reserves the right to accept proposed service changes from the vendor if they will lower the cost to Knox County Schools and/or provide improved service.
- 3.7 **COOPERATIVE PROCUREMENT:** Vendors are to indicate whether or not it is permissible for other governments in Tennessee to purchase these items or services at the same price. Freight charges may be adjusted to reflect differences in delivery costs.
- 3.8 **DELIVERY SCHEDULE:** Vendor shall include with their bid a schedule of delivery implementation. It is not anticipated that all machines will be replaced at one time on the same day. Vendor shall include a projected timeline of how and when delivery would take place for a smooth transition. Vendors are to state the number of days until delivery after receipt of purchase order. Vendors shall state accurate lead times as Knox County reserves the right to cancel orders with no obligation when delivery time is exceeded. Vendors must state number of business days and not a range of days. For example, an unacceptable answer is “30-60” days. Vendors must be specific and state either “30 days” or “60 days”. If vendors answer states a range of days, Knox County will base their answer on the maximum number of days provided.
- 3.9 **DESTINATION AND DELIVERY:** Vendors are to include all destination and delivery charges in their price. There will be no hidden charges.
- 3.10 **DIGITAL EQUIPMENT:** Knox County requests that all high speed printers bid be of digital capability. The vendor(s) shall bid no analog equipment.
- 3.11 **ELECTRICAL REQUIREMENTS:** Knox County requires all high speed printers use electrical systems operating at 110-120 volts. The vendor(s) shall be responsible to notify Knox County of any special electrical requirements for the machine to be placed in service.
- 3.12 **ENCLOSURES WITH BID:** The vendor shall submit with their bid a specification sheet for the model of the high speed printer. Failure to include this material may be just cause for bid rejection.

**3.13 EVALUATION CRITERIA:** The following criteria will be the basis for award:

<b>Cost</b>	<b>50 Points</b>
<b>Vendors Experience</b>	<b>20 Points</b>
• <b>Number of Years in Business</b>	
• <b>Local Annual Sales</b>	
• <b>Years of Manufacturer Representation</b>	
<b>Vendors Capabilities</b>	<b>20 Points</b>
• <b>Number of local Certified Service Technicians</b>	
• <b>Number of local Service Vehicles</b>	
• <b>Monetary size of local parts inventory</b>	
<b>Ability to Provide Instant/On Demand Reports</b>	<b>10 Points</b>

**3.14 EVALUATION REVIEW:** Knox 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 vendor. This information may be appended to the bid evaluation process results. Information on a service provider from reliable sources, and not within the service provider's bid, may also be noted and made a part of the evaluation file. Knox County shall have sole responsibility for determining a reliable source. Knox County reserves the right to conduct written and/or oral discussions/interviews after the bid opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award which is in the best interest of Knox County.

**3.15 INSTALLATION:** After delivery of any high speed printer, vendor shall install and provide materials and instructions for the training of users at no charge to Knox County. Training is to be performed in-house after equipment installation. There are no installation charges to be paid on this contract. Installation shall not be considered complete until all functionality is tested and approved by the designated school representative.

**3.16 INSURANCE:** The successful Contractor(s) must carry the insurance as indicated on the Insurance Attachment hereto. As proof of the Contractor's willingness to obtain and maintain the insurance, the Contractor must complete, sign and have its insurance agent sign the attachment and submit it with the bid response. Upon the Notification of Intent to Award, the successful Contractor(s) will be required to submit a Certificate of Insurance (COI) with the appropriate coverages and listing Knox County Government as an additional insured. It shall be the successful Contractor's responsibility to keep a current COI on file with Knox County Procurement at all times.

**3.17 INTERPRETATION:** No oral interpretation will be made to any bidder regarding the meaning of specifications. All questions are to be submitted in writing or electronically (email) and will be answered in the form of an amendment to the solicitation by the Knox County Procurement Division.

**3.18 LEASE AGREEMENTS:** Vendors are advised the Knox County Procurement Division will draft the lease agreement. The lease agreement will be reviewed by the Knox County Law Department and is subject to correction before final approval of the Knox County Schools Board of Education and the Knox County Commission. One lease agreement shall govern the total number of high speed printers placed. There will not be a lease agreement for each machine.

**3.19 MANUALS:** Vendor shall provide all owners and operator's manuals for the high speed printers bid.

**3.20 METER-READINGS:** The vendor(s) shall be responsible to provide a meter-reading sheet to each location to be completed monthly and e-mailed to the user department and also provide a monthly copy to the Knox County Schools Business Office. The vendor(s) shall be responsible to contact each location to obtain the monthly meter readings.

Bidders must also state in Section V, whether or not they have the ability to provide instant/on demand reporting.

**3.21 NEWS RELEASES BY VENDORS:** As a matter of policy, Knox County does not endorse the services of a contractor. A contractor will not make news releases concerning any resultant contract from this solicitation without the prior written consent from Knox County.

**3.22 NO CONTACT POLICY:** After the date and time that the vendor receives this solicitation, any contact initiated by any bidder with any Knox County representative, other than the Procurement Division representative listed herein, concerning this invitation for bid is strictly prohibited. Any such unauthorized contact may cause the disqualification of the bidder from this procurement transaction. Vendors may be required to sign an affidavit to this policy.

**3.23 OWNERSHIP OF HIGH SPEED PRINTERS:** The equipment shall at all times remain the property of the vendor(s). Knox County will not remove or permit the equipment to be removed from the equipment location except by the



vendors authorized employees, or with the vendors' written permission. Knox County will not pledge or otherwise encumber or subject the equipment to any lien or security interest. Knox County shall not modify the equipment nor alter, remove or conceal any labels, nameplates or numbers on the equipment. During the term of the lease, the vendor shall retain ownership and Knox County shall not be held liable for any damage or theft of equipment.

- 3.24 PAYMENTS:** Knox County intends to pay lease payments annually. One total invoice for all machines including each serial number and site location will be required for payment. Overage charges will be reconciled annually at the end of each school fiscal year. Typically this period will be from July 1<sup>st</sup> thru June 31<sup>st</sup>. Overages will be computed as follows: monthly minimums for each machine will be totaled and multiplied by twelve (12). This total will be considered to be the annual minimum for all machines collectively. If the total usage for all machines for the annual fiscal year is greater than the annual minimum allotted, overages will be allowed.
- 3.25 PERFORMANCE:** Machines which develop a trend of requiring an excessive number of service calls shall be replaced, not repaired, by the vendor without loss of contract time and without additional installation and removal charges. The machine performance period will apply for the entire term of the contract period. Excessive service calls will be determined by Knox County on a departmental basis. In the event the high speed printer needs to be removed for service, Knox County may request a loaner high speed printer be placed as not to disrupt the service of the user department. The loaner high speed printer would be placed without any additional cost to Knox County. The loaner high speed printer shall be of the same quality as the originally placed high speed printer.
- 3.26 PRICING:** Vendors are to quote a firm fixed price for the items noted herein. The price may not change during the term of the Contract. However, the vendor may request a price adjustment at each renewal period. A request for a price adjustment must be accompanied by proof of price adjustment to the vendor. Knox County reserves the right to accept or reject the price adjustment. If the price adjustment is rejected the vendor may:
- (1) Continue with the existing price.
  - (2) Not accept the renewal offer.
  - (3) Request a lower price increase.
- 3.27 QUALIFICATIONS:** At the time of award and throughout the contract period the successful vendor(s) must be a factory authorized distributor or an authorized dealership with factory trained service technicians, fully qualified to service all of the installed machines with genuine factory parts. Vendor(s) must include with their response, a certification from the manufacturer stating that the vendor is an authorized representative for the manufacturer. Where vendors are offering multiple brands or represent more than one manufacturer, Knox County requires a statement from the respective manufacturer outlining the support that they will provide the vendor.
- 3.28 QUANTITIES:** Knox County does not guarantee any quantities of high speed printers to be leased. Additional high speed printers may be leased as budget allows. Knox County does not guarantee any specific number of printers.
- 3.29 QUARTERLY USER MEETINGS:** Knox County, in order to make the high speed printer contract a success for both the vendor(s) and the user departments, may conduct quarterly user meetings to address any concerns with their high speed printer contract. The vendor will be given adequate time to be present at these quarterly meetings. User departments may be present to discuss any concerns with their high speed printer such as billing problems, excessive service calls or any issues that the vendor needs to be aware of. These meetings will be conducted by the Knox County Procurement Division and are meant to be an educational process for both the user department and the vendor. The vendors' attendance will be required and Knox County will not be charged for such meetings.
- 3.30 SERVICE:** On-site service shall be made within **four** (4) working hours after the request has been lodged with the vendor. Service shall be available during normal working hours, 8:00 a.m. to 5:00 p.m., Monday through Friday, except on national holidays. Repair services for high-speed printers shall be the responsibility of the vendor at no expense to the County. In the event that a high speed printer is connected to a network, vendor shall be responsible for all related repairs. The minimum provisions for maintenance are: preventive maintenance at least twice per year to include a complete inspection, installation of engineering changes, lubrication, cleaning, adjustments and replacement of any part(s) necessary, including drums. Vendor must be an authorized dealer of the manufacturer bid. All service technicians must be factory-trained and certified.
- 3.31 SUBMIT QUESTIONS:** Prospective Bidders may submit questions concerning this solicitation until **4:30 p.m. local time on August 17, 2020**. Submit questions as noted in Section 1.1.



- 3.32 SUPPLIES:** Ink, toner, developer, staples and all chemical supplies required for machine operation must be provided by the successful vendor(s) and included in the bid price. It shall be the responsibility of each department to order the supplies with the successful vendor(s). The vendor(s) must provide next day delivery for such supplies.
- 3.33 USAGE INFORMATION:** Approximate annual black and white copies for all machines is 60,000,000 to 70,000,000 copies and an additional 20,000,000 to 30,000,000 color copies, however Knox County does not guarantee any monthly and/or annual number of copies. Knox County School System offers this information to vendors to allow them the knowledge of how many impressions are typically made on a school year basis.
- 3.34 VENDOR CONDUCT:** Vendors are hereby notified that the Knox County Procurement Division has necessary and proper procedures to procure equipment for the user departments of Knox County Government. Vendors are hereby cautioned that placing any equipment prior to the issuance of a purchase order constitutes a violation of that procedure and may result in the vendor being debarred for a minimum period of twelve (12) months. User departments are not authorized to sign any vendors' agreements.

## **SECTION IV SPECIFICATIONS**

### **4.1 SUPPORTED CLIENT SYSTEMS:**

The following client computer systems should be supported by ALL highspeed printers:

- macOS: 10.10 to current version
- Windows 7, Windows 10

Vendor must agree to offer new Windows and macOS support at public release.

All highspeed printers must support Papercut print management software and prox card readers for print release

### **4.2 LETTER / LEGAL SHEET INKJET PRINTER #1:**

#### **4.2.1 Speed:**

- Minimum of 90 black and white prints per minute, letter size
- Minimum of 90 color prints per minute, letter size
- Automatic duplexing with no speed reduction

#### **4.2.2 Resolution:**

- Minimum of 300 x 600 dpi standard

#### **4.2.3 Print Process:**

- Oil based pigment ink, cyan, magenta, yellow and black

#### **4.2.4 Paper:**

- Minimum capacity of 1000 sheets (20 lb. bond)
- Paper sizes up to 13 3/8" x 21 5/8"
- Paper weights: 12-lb to 56-lb bond

#### **4.2.5 Power:**

- Source: AC 100-240 V

### **4.3 LEDGER SIZED (11x17) INKJET PRINTER #2:**

#### **4.3.1 Speed:**

- Minimum of 120 black and white prints per minute, letter size
- Minimum of 120 color prints per minute, letter size
- Automatic duplexing with no speed reduction

#### **4.3.2 Resolution:**

- Minimum of 300 x 600 dpi standard

#### **4.3.3 Print Process:**

- Oil based pigment ink, cyan, magenta, yellow and black

#### **4.3.4 Paper:**

- Minimum capacity of 1000 sheets (20 lb. bond)

- Paper sizes up to 13 3/8" x 21 5/8"
- Paper weights: 12-lb to 56-lb bond

#### **4.3.5 Power:**

- Source: AC 100-240 V

#### **4.4 STAPLING / FINISHING REQUIREMENTS:**

- Stapling paper capacity of 100 sheets
- Paper sizes for stapling:
  - Max: Up to 11 11/16" x 17" (297 x 432 mm)
  - Min: 8" x 7 3/16" (203 x 182 mm)
- Staple positions: Parallel 1 or 2 positions (left, right, upper), Corner angled 1 position (left, right)
- Stapling paper weight: 14-lb bond to 56-lb bond
- Punching: 2 holes, 3 holes
- Punching paper weight: 14-lb bond to 53-lb bond
- Booklet making:
  - Compatible with ledger sized printers only
  - Saddle-stitch booklets with a binding paper capacity of 15 sheets (60 pages)
- Compact Facedown Stapler
  - Stapling paper capacity of 50 sheets
  - Staple positions: Angled corner, Parallel 2 staple
  -

#### **4.5 NETWORK:**

- Adobe Postscript RIP
- Print processing for Apple/MAC and PC
- Post Script Kit
- Memory: 2 GB
- HDD: 500 GB

#### **4.6 SCANNER:**

- Scanning speed:
  - Simplex: 50 ppm
  - Duplex: 24 ppm
- Initial copy time: less than 7 seconds
- Maximum scanning area of 11 15/16"x17"
- Scanning resolution: 600 dpi

#### **4.7 12x18 PRINTER #3 (45ppm B&W / 45ppm Color):**

- Minimum 45 black and white prints per minute
- Minimum 45 color prints per minute
- Minimum 2 X 500 sheet paper trays, a 2,000 sheet Large Capacity Tray and 100 sheet Bypass Tray
  - Minimum paper weight of 220 gsm from at least two trays (not including Bypass Tray)
  - Minimum of 270 gsm through Bypass Tray
  - Automatic duplexing
- Minimum of 600 x 600 dpi for both copy and print
- Minimum capability of 300 user account codes
- Network printing / network scanning / scan to email
  - Printing to be compatible with PC and Mac products
- Print from scan to USB flash
  - File formats of JPEG, TIFF, PDF
- Document feeder with capability to hold 100 original copies
- Optional: Multi-position staple finisher minimum of 50 sheets and hole punch finisher

#### **4.8 12x18 PRINTER #4 (75ppm B&W / 65ppm Color):**

##### **4.8.1 Speed**

- Minimum 75 black and white prints per minute
- Minimum 65 color prints per minute

##### **4.8.2 Resolution**

- Minimum of 600 x 600 dpi for both copy and print

#### **4.8.3 Network**

- Minimum capability of 300 user account codes
- Network printing, network scanning, scan to email capability
  - Printing to be compatible with PC and Mac products
- Print from scan to USB flash
  - File formats of JPEG, TIFF, PDF

#### **4.8.4 Paper**

- Minimum 2 X 500 sheet paper trays, a 2,000 sheet Large Capacity Tray and 100 sheet Bypass Tray
  - Minimum paper weight of 220 gsm from at least two trays (not including Bypass Tray)
  - Minimum of 270 gsm through Bypass Tray
  - Automatic duplexing
- Document feeder with capability to hold 100 original copies

**BIDDERS NEED NOT RETURN PAGES 1-11 WITH THEIR RESPONSE**

**SECTION V VENDOR INFORMATION/PRICING BID 2979 HIGH SPEED PRINTERS**

5.1 Vendor Name \_\_\_\_\_

5.2 Knox County Vendor Number \_\_\_\_\_

5.3 Vendor address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

5.4 Telephone number \_\_\_\_\_ Fax number \_\_\_\_\_

E-mail address \_\_\_\_\_

5.5 Contact person \_\_\_\_\_

5.6 By submission of this 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 Tennessee Code Annotated § 12-12-106.

Authorizing Signature: \_\_\_\_\_

5.7 Vendor's Knox County Business License Number \_\_\_\_\_  
(If applicable, attach a copy of the license.)

5.8 What is the guaranteed business days for delivery after receipt of a signed purchase order? \_\_\_\_\_ days

5.9 Did you include the correct number of copies as per Section 1.9? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.10 Will you accept payment via E-commerce card (VISA) as per Section 1.19? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.11 Did you include authorized dealer/reseller documentation as per Section 3.3? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.12 Will your company allow Cooperative Procurement with other governmental agencies within the State of Tennessee? Yes \_\_\_\_\_ No \_\_\_\_\_

5.13 Did you include the Insurance Checklist as per Section 3.16? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.14 Do you have the ability to provide instant/on demand reports per Section 3.20? \_\_\_\_\_ Yes \_\_\_\_\_ No

5.15 I acknowledge receipt of: (Please write yes if you received one)

Addendum 1 \_\_\_\_\_ Addendum 2 \_\_\_\_\_ Addendum 3 \_\_\_\_\_ Addendum 4 \_\_\_\_\_

5.16 Do you accept the terms and conditions of the bid? YES NO YES WITH EXCEPTION  
(Please circle your answer)

If you do not fully accept the terms and conditions, please note the exceptions below:

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

5.17 Vendors Experience

- Number of Years in Business: \_\_\_\_\_
- Local Annual Sales: \_\_\_\_\_
- Years of Manufacturer Representation: \_\_\_\_\_

# SECTION V CONT'D VENDOR INFORMATION/PRICING BID 2979 HIGH SPEED PRINTERS

VENDOR \_\_\_\_\_

## 5.18 Vendors Capabilities

- Number of local Certified Service Technicians: \_\_\_\_\_
- Number of local Service Vehicles: \_\_\_\_\_
- Monetary size of local parts inventory: \_\_\_\_\_

## 5.19

<b><u>LETTER / LEGAL SHEET INKJET PRINTER #1</u></b>				
Lease Cost Year 1	Year 2	Year 3	Year 4	Year 5
Cost to lease high speed printer with finisher per year:				
Overage Costs:				
Cost to lease high speed printer without finisher per year:				
Overage Costs:				
Cost to buy at end of lease				
Manufacturer & Model Number				

## 5.20

<b><u>LEDGER SIZED (11x17) INKJET PRINTER #2</u></b>				
Lease Cost Year 1	Year 2	Year 3	Year 4	Year 5
Cost to lease high speed printer with finisher per year:				
Overage Costs:				
Cost to lease high speed printer without finisher per year:				
Overage Costs:				
Cost to buy at end of lease				
Manufacturer & Model Number				

SECTION V CONT'D VENDOR INFORMATION/PRICING BID 2979 HIGH SPEED PRINTERS

VENDOR \_\_\_\_\_

5.21

<b><u>12x18 PRINTER #3 (45ppm B&amp;W / 45ppm Color)</u></b>				
<b>Lease Cost Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Cost to lease high speed printer with finisher per year:</b>				
<b>Overage Costs:</b>				
<b>Cost to lease high speed printer without finisher per year:</b>				
<b>Overage Costs:</b>				
<b>Cost to buy at end of lease</b>				
<b>Manufacturer &amp; Model Number</b>				

5.22

<b><u>12x18 PRINTER #4 (75ppm B&amp;W / 65ppm Color)</u></b>				
<b>Lease Cost Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Cost to lease high speed printer with finisher per year:</b>				
<b>Overage Costs:</b>				
<b>Cost to lease high speed printer without finisher per year:</b>				
<b>Overage Costs:</b>				
<b>Cost to buy at end of lease</b>				
<b>Manufacturer &amp; Model Number</b>				

**AFFIDAVIT OF COMPLIANCE**

**WITH**

**TENNESSEE CRIMINAL HISTORY RECORDS CHECK**

**TENNESSEE CODE ANNOTATED, SECTION 49-5-413**

(To be submitted with bid by contractor)

I, \_\_\_\_\_, president or other principal

Officer of \_\_\_\_\_, swear or affirm that the

Name of Company

Company is in compliance with Public Chapter 587 of 2007, codified a Tennessee Code Annotated 49-5-413, 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 Tennessee Code Annotated, § 49-5-413.

\_\_\_\_\_  
President or Principal Officer

For: \_\_\_\_\_  
Name of Company

STATE OF TENNESSEE}  
COUNTY OF \_\_\_\_\_ }

Subscribed and sworn before me by \_\_\_\_\_,

President or principal officer of \_\_\_\_\_,

On this \_\_\_\_\_ day of \_\_\_\_\_ 2\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires: \_\_\_\_\_



**KNOX COUNTY PROCUREMENT DIVISION  
INSURANCE CHECKLIST FOR BID NUMBER 2979**

The certificate of insurance must show all coverages & endorsements with “yes” and items 20 to 24.

REQUIRED:	NUMBER	TYPE OF COVERAGE								COVERAGE LIMITS	
YES	1.	WORKERS COMPENSATION								STATUTORY LIMITS OF TENNESSEE	
YES	2.	EMPLOYERS LIABILITY								\$100,000 PER ACCIDENT \$100,000 PER DISEASE \$500,000 DISEASE POLICY LIMIT	
YES	3.	AUTOMOBILE LIABILITY ANY AUTO-SYMBOL (1) X								COMBINE SINGLE LIMIT (Per -Accident)	\$1,000,000
										BODY INJURY (Per -Person)	
										BODY INJURY (Per-Accident)	
										PROPERTY DAMAGE (Per-Accident)	
YES	4.	COMMERCIAL GENERAL LIABILITY								LIMITS	
			CLAIM MADE				X	OCUR	EACH OCCURRENCE	\$ 1,000,000	
								FIRE LEGAL LIABILITY	\$ 100,000		
								MED EXP (Per person)	\$ 5,000		
		GEN'L AGGREGATE LIMITS APPLIES PER							PERSONAL & ADV INJURY	\$ 1,000,000	
			POLICY	X	PROJECT		LOC	GENERAL AGGREGATE	\$ 2,000,000		
								PRODUCTS-COMPLETED OPERATIONS/AGGREGAT E	\$ 2,000,000		
YES	5.	PREMISES/OPERATIONS								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$2,000,000 ANNUAL AGGREGATE	
YES	6.	INDEPENDENT CONTRACTOR								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	7.	CONTRACTUAL LIABILITY (MUST BE SHOWN ON CERTIFICATE)								\$1,000,000 CSL BI/PD EACH OCCURRENCE \$1,000,000 ANNUAL AGGREGATE	
YES	8.	XCU COVERAGE								NOT TO BE EXCLUDED	
YES	9.	UMBRELLA LIABILITY COVERAGE								\$1,000,000	
		PROFESSIONAL LIABILITY									
NO	10.		ARCHITECTS & ENGINEERS						\$1,000,000 PER OCCURRENCE/CLAIM		
NO			ASBESTOS & REMOVAL LIABILITY						\$2,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL MALPRACTICE						\$1,000,000 PER OCCURRENCE/CLAIM		
NO			MEDICAL PROFESSIONAL LIABILITY						\$1,000,000 PER OCCURRENCE/CLAIM		
NO	11.	MISCELLANEOUS E & O								\$500,000 PER OCCURRENCE/CLAIM	
NO	12.	MOTOR CARRIER ACT ENDORSEMENT								\$1,000,000 BI/PD EACH OCCURRENCE UNINSURED MOTORIST (MCS-90)	
NO	13.	MOTOR CARGO INSURANCE									
NO	14.	GARAGE LIABILITY								\$1,000,000 BODILY INJURY, PROPERTY DAMAGE PER OCCURRENCE	
NO	15.	GARAGEKEEPER'S LIABILITY								\$500,000 COMPREHENSIVE \$500,000 COLLISION	
NO	16.	INLAND MARINE BAILEE'S INSURANCE								\$	
NO	17.	DISHONESTY BOND								\$	
NO	18.	BUILDERS RISK								PROVIDE COVERAGE IN THE FULL AMOUNT OF THE CONTRACT UNLESS PROVIDED BY OWNER.	
NO	19.	USL&H								FEDERAL STATUTORY LIMITS	

20. CARRIER RATING SHALL BE BEST'S RATING OF A-VII OR BETTER OR ITS EQUIVALENT.

21. NOTICE OF CANCELLATION, NON-RENEWABLE OR MATERIAL CHANGES IN COVERAGE SHALL BE PROVIDED TO COUNTY AT LEAST 30 DAYS PRIOR TO ACTION. THE WORDS "ENDEAVOR TO" AND "BUT FAILURE TO" (TO END OF SENTENCE) ARE TO BE ELIMINATED FROM THE NOTICE OF CANCELLATION PROVISION ON STANDARD ACCORD CERTIFICATES.

22. THE COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON ALL POLICIES EXCEPT WORKERS'

COMPENSATION AND AUTO.

23. CERTIFICATE OF INSURANCE SHALL SHOW THE BID NUMBER AND TITLE.

24. OTHER INSURANCE REQUIRED \_\_\_\_\_.

INSURANCE AGENT'S STATEMENT AND CERTIFICATION: I HAVE REVIEWED THE ABOVE REQUIREMENTS WITH THE CONTRACTORS NAMED BELOW HAVE ADVISED THE CONTRACTORS OF REQUIRED COVERAGE NOT PROVIDED THROUGH THIS AGENCY.

AGENCY NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_

CONTRACTORS'S STATEMENT AND CERTIFICATION: IF AWARDED THE CONTRACT, I WILL COMPLY WITH THE CONTRACT INSURANCE REQUIREMENTS.

CONTRACTORS NAME: \_\_\_\_\_ AUTHORIZING SIGNATURE: \_\_\_\_\_