

Requests for Quotes

Multi-Function Digital Copier Service

Due Date: January 14, 2014

Check KCDC's web page for addenda and changes before submitting your quote.

Due Time: By 11:00 a.m. (as shown by KCDC's clock)

Quote Number: Q1424

Deliver Quotes to: Knoxville's Community Development Corporation
Purchasing Division
901 Broadway N.E.
Knoxville, Tennessee 37917

Faxed/Emailed Responses are acceptable: Yes No

Award Results: KCDC posts the award decision and the tabulation to its web page. Individual notices are normally not mailed or emailed. Please see <http://www.kcdc.org/en/DoingBusiness/SolicitationStatus.aspx> for the details.



General Instructions to Vendors

1. **BACKGROUND AND INTENT**

- a. Knoxville's Community Development Corporation (KCDC) is the public housing and redevelopment agency for the City of Knoxville and for the County of Knox in Tennessee. KCDC's public housing property portfolio includes seventeen housing properties with approximately 3,800 dwelling units. KCDC also administers approximately 3,700 vouchers through our Section 8 department and has three tax credit properties.
- b. This is a request for quotes-not sealed bids. KCDC could simply contact three vendors, obtain quotes and move forward but KCDC has chosen to solicit written quotes from all interested parties. However, this is not a formal sealed bid and the normal formal sealed bidding requirements do not apply to this solicitation.
- c. Currently KCDC has approximately forty digital multi-function copiers in place at its various sites for KCDC employees to use. The existing contract is nearing its maximum length and must be re-bid. The new contract will begin in March 2014. KCDC has classified the forty machines into several classes based upon their pages per minute rating.

KCDC does not know how many machines will be required from each category. However KCDC currently has 40 machines in place and the breakdown of quantities of those machines is below. There is no guarantee that the same exact quantities will be required as departments are asked to review their needs, look at the actual copiers bid and their costs and then to decide what is appropriate for the site.

Canon Model	Quantity Currently In Place
CLP13	1
C340T	1
C2880	1
1023F	22
3025	3
3035	8
3235	2
5070	1
8065S	1

Only the first three devices print in color.

- d. These specifications are intended to select a firm to furnish Multifunction Printer/Copier/Scanner/Fax Equipment as detailed herein. The idea is to replace existing copiers and printers with units that:
 - Copy
 - Serve as networked printers
 - Serve as networked fax machines
 - Serve as networked scanners

- e. KCDC will award the various models of copiers to one vendor in order to best meet the disparate needs of its sites and offices. Each site or office will choose the copier that best meets its needs and budget.
- f. Bidders may only quote new equipment at a flat fee per month which includes toner, maintenance and repair. KCDC pays the flat fee and provides paper and staples (on units so equipped) plus a set cost per copy fee.
- g. KCDC will evaluate the options presented and award to the vendor presenting the options that best meet KCDC's financial and functional needs.
- h. Copiers shall be state-of-the-art and at least third generation in design and functionality.
- i. In calendar year 2012, KCDC had 79,143 color prints and 2,065,483 black only prints from 40 units. There is no assumption that copy volumes or the number of units will be the same in the future and presents these statistics solely as informational only. Color statistics are:
 - o CLP13 averages 846 black prints per month and 1,395 color prints per month.
 - o C340T averages 41 black prints per month and 2,985 color prints per month.
 - o C2880 averages 3,581 black prints per month and 2,046 color prints per month.
- j. KCDC does not use proximity cards to authenticate user credentials.
- k. KCDC does not use a fax server.
- l. KCDC uses the multi-function copiers to scan to email, network folders and desktop folders.

2. **CHANGES AFTER AWARD**

KCDC reserves the right to make changes after consultation with the vendor if its needs change. Should additional costs arise, KCDC reserves the right to consider accepting these charges provided the vendor can document the increased costs. KCDC reserves the right to make such changes after consultation with the vendor. KCDC also reserves the right to accept proposed service changes from the vendor if they will lower the cost to KCDC and/or provide improved service.

3. **CONTRACT ADMINISTRATOR/TECHNICAL POINT OF CONTACT**

The following employees will be the main points of contact for the successful vendor.

- a. Contractual Issues: Terry McKee, Procurement Director
- b. Technical Issues: Eric Bellamy (ebellamy@kcdc.org) will work directly with the vendor in scheduling and coordinating work, answering questions in connection with the scope of work, and providing general direction under the resulting contract:

4. **CONTRACT LENGTH**

The length of the contract will be for twelve months. The contract will have four one-year optional renewals that can be exercised upon KCDC's request. It will also have provisions for early termination due to vendor's failure to perform.

5. **COOPERATIVE BID OPPORTUNITIES**

KCDC is aware that other Cities, Counties, School systems, States, Federal GSA Schedule 70 and associations (such as U. S. Communities, NJPA, et cetera) have contracts that KCDC can use for procuring multi-function copiers. KCDC is interested in these as well as all bids. KCDC encourages vendors to quote the best possible pricing arrangement for KCDC.

6. **DEMONSTRATION**

KCDC reserves the right to ask vendors to provide on-site demonstrations of the proposed equipment as part of the evaluation process.

7. **EMPLOYEES**

Vendor shall:

- a. Only allow personnel thoroughly trained and skilled in the task assigned them to work on any portion of a job. Any employee found to be unskilled or untrained in his/her work shall be removed from the work.
- b. Enforce strict discipline and good order among his/her employees and shall not employ or permit to remain on the worksite any unfit person. Employees must not be allowed to loiter on the premises before or after job working hours.
- c. Only those vendor employees working on a KCDC project are allowed on KCDC's premises. Vendor employees are not to be accompanied in their work area by acquaintances, family members, assistants or any person unless said person is an authorized employee of the vendor.

8. **EQUIPMENT:**

Vendor shall provide all necessary equipment, materials, supplies, et cetera needed for the performance of the work.

9. **EVALUTION:**

KCDC will arrive at the "lowest and best" solution for the final award. This may or may not entail simply awarding to the vendor quoting the lowest cost.

All bids are subject to a determination of "responsive" and "responsible" prior to award. KCDC is the sole judge as to "responsiveness" and "responsibility" of vendors. KCDC reserves the right to request additional information from vendors to assist in the evaluation process.

10. **FUNCTIONALITY AND FIT ANALYSIS**

KCDC reserves the right, as part of its evaluation process, to require the vendor to temporarily install up to one of each model proposed for KCDC in a central location. The machines will be used for at least twenty-four hours by KCDC's staff. Their comments and evaluation will then be considered. KCDC will be the sole party with the authority to determine whether or not machines fit KCDC's needs. There shall be no cost to KCDC for any portion of the functionality and fit analysis.

11. **GENERAL INSTRUCTIONS**

KCDC no longer inserts “General Instructions to Vendors” in the solicitation document. Instead, these instructions may be found at www.kcdc.org. Click on “Doing Business With KCDC” where you will find a link to the instructions. By submitting a response to this solicitation, the vendor accepts the responsibility for downloading, reading and abiding by the terms and conditions set forth in KCDC’s “General Instructions to Vendors.” The vendor may wish to review certain applicable HUD instructions which can also be found on KCDC’s web site.

12. **IDENTIFICATION**

The vendor’s employees shall have proper identification displayed, at all times, while on KCDC property. All employees must wear a company uniform or have picture identification badges or other company identification at all times. Vendor vehicles are to have placards (on the doors or in the windshield) that identify the company name.

13. **INSURANCE**

The vendor shall maintain, at vendor’s sole expense, on a primary and non-contributory basis, at all times during the life of the contract insurance coverages, limits, and endorsements described herein. All insurance must be underwritten by insurers with an A.M. Best rating of A-:VI or better. Upon award, the vendor shall provide Certificate(s) of Insurance to KCDC evidencing said insurance coverages.

The vendor agrees the insurance requirements herein as well as KCDC’s review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the vendor under this contract

- a. ***Commercial General Liability Insurance:*** occurrence version commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury, property damage, and products and completed operations. If such insurance contains a general aggregate limit, it shall apply separately to the work/location in this contract or be no less than \$2,000,000.

Such insurance shall contain or be endorsed to contain a provision that includes KCDC, its officials, officers, employees, and volunteers as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the vendor including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed insureds.

The Additional Insured shall read “Knoxville’s Community Development Corporation (KCDC)”.

If necessary, umbrella/excess liability insurance can be used in conjunction with the general liability insurance to meet these requirements. Unless the umbrella/excess liability insurance provides coverage on a pure/true follow-form basis, or KCDC is automatically defined as an additional insured, the vendor shall add by endorsement, KCDC, its officials, officers, employees, and volunteers as an additional insured.

- b. ***Automobile Liability Insurance:*** including vehicles owned, hired, and non-owned, with a combined single limit of not less than \$1,000,000 each occurrence. Such insurance shall include coverage for loading and unloading hazards.

- c. **Workers' Compensation Insurance and Employers Liability Insurance:** with statutory limits as required by the State of Tennessee or other applicable laws.
- d. **Other Insurance Requirements:** Vendor shall:

- 1. Upon award, furnish KCDC with original Certificates of Insurance and amendatory endorsements effecting coverage required by this section. Certificates of Insurance shall provide a minimum 30-day endeavor to notify KCDC of cancellation when available by vendor's insurance. If the vendor receives a non-renewal or cancellation notice from an insurance carrier affording the required coverage, or receives notice that coverage no longer complies with the insurance requirements herein, vendor shall notify KCDC by email or fax within five (5) business days and provide a copy of the non-renewal for cancellation notice or written specifics as to which coverage is no longer in compliance.

The certificate holder address shall read:

Knoxville's Community Development Corporation
Attn: Contracting Officer
901 Broadway, NE
Knoxville, TN 37917

- 2. Provide certified copies of endorsements and policies if requested by KCDC in lieu of or in addition to Certificates of Insurance.
- 3. Replace certificates, policies, and endorsements for any such insurance expiring prior to completion of services.
- 4. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage or to provide evidence of renewal may be treated by KCDC as a material breach of contract.
- 5. Require all subcontractors to maintain during the term of the resulting contract commercial general liability insurance, automobile liability insurance, and workers' compensation/employers liability insurance (unless subcontractor's employees are covered by vendor's insurance) in the same manor and limits as specified for the vendor. Vendor shall furnish subcontractor(s)' Certificates of Insurance to KCDC without expense prior to subcontractor(s) commencing work.
- 6. Any deductibles and/or self-insured retentions greater than \$50,000 must be disclosed to and approved by KCDC prior to the commencement of services. Use of large deductibles and/or self-insured retentions will require proof of financial ability as determined by KCDC.

7. Provide a waiver of subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit vendor to enter into a pre-loss agreement to waive subrogation without an endorsement, the policy should be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This waiver of subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should vendor enter into such an agreement on a pre-loss basis.
8. All policies must be written on an occurrence basis.
- e. **Right to Revise or Reject:** KCDC reserves the right, but not the obligation, to review or revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage.
- f. **No Representation of Coverage Adequacy:** The coverages, limits or endorsements required herein protect the primary interests of KCDC, and the vendor agrees in no way should these coverages, limits or endorsements required be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the vendor against any loss exposures, whether as a result of the project or otherwise.
14. **INVOICING/ORDERING**
Upon award, KCDC will set this up in its “contract module” of its software package. This means:
 - a. Vendors will receive separate purchase orders for each site/department/division each month. Such purchase orders will be auto generated by the site’s manager and the system will email the purchase order to the vendor.
 - b. Vendors are to invoice in accordance with the bid award. This means showing detailed line items on the invoice and not just providing lump sum pricing.
 - c. Vendors are to send invoices to the site manager as this will help expedite payment.
 - d. Invoices must be separate for each site/department. The invoices must have the accurate and current office/location indicated on them.
15. **LEASE ARRANGEMENTS**
KCDC will not sign a third party lease. KCDC intends to make an award and issue purchase orders to authorize the placement of copiers.
16. **PRICE STRUCTURE**
 - a. At the end of the contract term, the successful vendor may request a price increase. Price increase requests must be accompanied by proof of increased cost to the successful vendor such as the “Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers, All Items” or other measurement standard acceptable to KCDC. KCDC may, at its option:
 1. Accept the proposed price increase.
 2. Reject the proposed price increase.

3. Suggest an alternative price increase.
- b. If KCDC rejects a proposed price the successful vendor may:
 1. Continue with the existing pricing.
 2. Suggest an alternative price increase.
 3. End the contract.
 - c. Price decreases are allowed at any time with or without notice.

17. **QUESTIONS**

Questions pertaining to this document should be submitted via email with “Questions about Copiers” in the subject line, at least five days prior to the due date to purchasing@KCDC.org.

18. **REPORTING TO HUD**

HUD requires that for federal grant awards of \$25,000 or more made after October 1, 2010, prime grant awardees (i.e. KCDC) must report associated first-tier sub-grants or sub-contracts of \$25,000 or more and prime awardee executive compensation data (of the top five paid executives) to the federal government. At this time this applies only to “capital” funds. Upon award and if KCDC has the need, the successful vendor will be required to report this information to KCDC so that KCDC can then properly record it as the federal government requires.

19. **REQUIREMENTS CONTRACT**

- a. Any agreement resulting from this solicitation will be an “open-end” type of agreement and there is no guarantee that any specified or minimum level of services will be required by KCDC or provided by the vendor.
- b. It is understood that KCDC intends to use the successful vendor for these products but that KCDC reserves the right to purchase these products or services elsewhere if it is in KCDC’s best interest.

20. **SECTION 3 OF THE HUD ACT OF 1968**

Section 3 is a provision of the Housing and Urban Development Act of 1968 which requires that programs of direct financial assistance administered by the U.S. Department of Housing and Urban Development (HUD) provide, to the greatest extent feasible, opportunities for job training and employment to lower income residents in connection with projects in their neighborhoods.

- a. Recipients and vendors must make a good faith effort to utilize Section 3 area residents as trainees and employees in connection with the project. Targeted recruitment and the selection of Section 3 area residents for available positions are two examples of good faith efforts to meet this requirement. Upon award, the successful vendor will be required to furnish a Section 3 Action Plan to detailing what, if any, steps the vendor plans to take for Section 3 efforts.

- b. All contracts awarded are subject to Section 3 requirements. Vendor shall seek to fill any and all position that are needed and unfilled with residents of KCDC communities. For additional information, please go to <http://www.hud.gov/offices/fheo/section3/Section3.pdf>. The successful vendor will supply KCDC with job announcements for any position that must be filled as a result of the award of KCDC work. Additionally the successful vendor will supply the same job announcement to the Knoxville-Knox County Committee Action Committee's Workforce Connections group. These can be faxed to 865.544.5269.
- c. A Section 3 resident is one who lives within a public housing authority's site. It is also people who live in an area with a HUD assisted program and whose income is below HUD's low income requirements.
- d. A Section 3 business is one that is at least 51% owned by a Section 3 resident; or employs Section 3 residents for at least 30% of its employee base; or makes a commitment to subcontract at least 25% of the project's dollars to a Section 3 business.

21. **SUBCONTRACTORS**

- a. Subcontractors must not be on the Debarment List as published by the United States Department of Housing and Urban Development.
- b. Subcontractors must meet the same requirements as the general contractor. These include but are not limited to insurance, Davis Bacon requirements and licensing laws.
- c. Vendors may not use the services of other vendors/subcontractors not named in the bid without prior written permission from KCDC

22. **VENDOR REPRESENTATION**

The bidder represents and warrants:

- a. That the firm is financially solvent and that it is experienced in and competent to perform the type of work, or to furnish the plans, materials, supplies or equipment to be so performed or furnished by it; and
- b. That the firm is familiar with all federal, state, municipal and county laws, ordinances and regulations, which may in any way affect the work of those employed therein, including but not limited to any special acts relating to the work or to the project of which it is a part; and
- c. That the firm has carefully examined the plans, the specifications and the site of the work and that from its own investigations, has satisfied itself as to the nature and location of the work, the character, quality, quantity of surface and subsurface materials likely to be encountered, and character of equipment and other facilities needed for the performance of the work, the general and local conditions and all other materials which may in any way affect the work or its performance.

23. **WORK HOURS**

KCDC's normal work hours are Monday through Friday from 7:30 a.m. until 4:00 p.m. Certain KCDC offices may begin work earlier and/or work later and thus access may be available beyond the times specified above. However the vendor will need to verify such availability with the site before planning work.

Scope of Work

1. **GENERAL COMMENTS**

KCDC's goal is to have one or more suitability sized, high functioning multi-function digital copiers in place at each site or department so that KCDC employees can make copies, fax (incoming and outgoing) and scan as needed. KCDC wants an award with maximum flexibility.

2. **BILLING/USAGE TRACKING**

KCDC is seeking an electronic and automated solution for managing copier and duplicator usage that provides site monitoring and reporting capabilities, e.g. the ability to monitor copying, printing, faxing and walk-up use, as applicable per equipment.

3. **ENERGY STAR**

Copiers must meet the EPA's *Energy Star* specifications. The copier shall be configured so that it automatically enters a low-power mode of 30 watts or less after a period of approximately 15 to 30 minutes of inactivity. The copier shall automatically recover from the low-power mode upon receipt of external input (e.g., keyboard activity, entry of an ID number) and return to the same point in the application that was being used. Equipment which is configured for multifunction copier/printer/fax/scanner, shall recover from low-power mode upon receipt of external input including incoming fax transmission or print command from the computer network.

The vendor shall include a rating sheet and/or rating statistics describing the energy ratings of proposed equipment with their bid. This description shall also include specific information about the power usage of the equipment being bid.

4. **EQUIPMENT SUBSTITUTION FOR DISCONTINUED MODELS**

Should the vendor introduce new or improved models of copiers as replacements for models initially provided under this contract, the proposed substitution shall be submitted in writing to KCDC for approval. Any proposed model offered must be of equal or greater capability than the model to be replaced.

5. **FLEXIBILITY**

Conditions and needs change over time. KCDC may acquire new sites/offices which require additional equipment. KCDC may close/consolidate/or otherwise reduce its needs. This solicitation allows for, and the vendor must accept, KCDC's need to add/change/delete sites and equipment.

Vendors are advised that KCDC has the right to request additional units if they are needed and the right to reduce the number of units in place should KCDC's needs change. Any such additional units will be prorated only to the end of the maximum contract length.

6. **HARD DRIVE SECURITY**

Data security is very important for KCDC. Accordingly, when units are removed from KCDC's service, the data stored on the hard drive must be erased or otherwise made inaccessible to others. Vendor will either provide a certified erasure measure or properly destroy the hard drive.

7. **IDENTIFICATION PLATE**

All equipment shall be clearly labeled with a unique Identification Number. Such labels shall be affixed where they are easily seen, and shall be made of tamperproof materials. All written and verbal correspondence affecting equipment obtained under this resulting contract shall be identified by this identification number.

8. **INSTALLATION**

The successful vendor will ship, deliver and install the equipment at no additional cost to KCDC.

- a. Installation includes unboxing, setting up, testing and removing all packaging materials from KCDC sites. KCDC dumpsters may not be used for disposal. All components must be tested by the installer to ensure proper working order at the installation site. If any components are found to be defective, it will be the installer's responsibility to obtain replacement parts. A warranty call will not be required.
- b. Vendor must deliver and install on the same day, unless otherwise approved by KCDC.
- c. Copiers must utilize the standard 125V 20 AMP grounded electrical household service.

9. **KCDC's RESPONSIBILITY**

- a. Pay the monthly rental cost for the machines and the per copy cost (based upon the actual usage) with no minimums or maximums.
- b. Pay for paper and staples.
- c. Provide electricity and networking to the copiers.
- d. Providing reasonable care and protection for the equipment.

10. **MAINTENANCE AND REPAIR**

The vendor is responsible for:

- a. Same-day repair service response. While it is always preferable for machines to be made operable on the same day as a repair is requested, this may not always be possible. In such cases, after the vendor examines the machine, KCDC will be informed of the repair status.
- b. Repairs to equipment shall be completed within twenty-four (24) hours after initial arrival of service technician to the site.
- c. Maintaining an adequate supply of spare components to minimize equipment downtime.

- d. A free loaner machine of equivalent or greater capacity when existing equipment is anticipated to be out of service for longer than three business days.
- e. Providing a toll free or local telephone number for technical assistance.
- f. A service log for each piece of equipment. The service log shall record the make, model number, serial number, date of installation, date and time of each visit, service requested, response time, cause of breakdown or downtime, and time it took for repairs to be completed. This log will serve as the basis for any complaint of excessive downtime, slow response to requested service and inactive operation. A determination of operator error shall not be a factor in determining unsatisfactory machine performance.
- g. Replacing machines if excessive breakdowns occur. The vendor will specify the parameters of excessive breakdowns as requested in Solicitation Document F.
- h. Crediting copies which are necessary during servicing of the copier by maintenance personnel if the number of such copies is 50 or more.

11. **MANUFACTURER AUTHORIZATION**

- a. The vendor must be an authorized dealer for the equipment bid. A certificate or letter stating such is to be provided with the bid.
- b. All warranty or maintenance services to be performed on contract products as well as any associated hardware or software shall be performed by manufacturer-authorized technicians. Proof of such certification is to be provided with the bid.
- c. Trained service personnel will be assigned to provide installation, training, maintenance, and repairs. Service personnel shall be direct employees of the vendor. Maintenance and repair services shall not be subcontracted to other parties without KCDC's permission.
- d. KCDC reserves the right to request that the dedicated service personnel be replaced if problems arise with technical expertise or unsatisfactory behavior.

12. **NETWORK PRINTING CONFIGURATION & INSTALLATION REQUIREMENTS**

- a. The costs quoted herein include network printing configuration and installation.
- b. Network installation must include physically connecting (including CAT 5e or CAT 6 certified patch cable, depending on site cable requirements) the copier to the Windows network, leaving the appropriate drivers on a CD and setting up the copier.
- c. The only supported and accepted copier/printer configuration is a TCP/IP. The installer is responsible for preparation of the network copier including firmware updates and a configuration tag identifying the network name of the copier, etc. The installer will configure the TCP/IP network settings of the copier for DHCP using the manufacturer's utility.
- d. The vendor must perform all printing tests to verify correct network connectivity.

- e. Interface Connection: Standard 10/100 Base-T (RJ-45)
- f. Supportable protocols: TCP/IP, AppleTalk (EtherTalk)
- g. Workstation Operation System compatibility: Windows Vista, Windows 7, and Windows 8.1.
- h. Server Operation System compatibility: Windows Server 2008 and 2012
- i. PDL support: PCL 5 and PCL 6, PostScript
- j. One machine must be capable of printing Postscript and PCL.
- k. The necessary drivers must be supplied for Windows and Novell. The Windows environment includes but is not limited to Vista, Windows 7, Windows 8.1 and Server 2003, 2008 and 2012.
- l. KCDC is examining the purchase of additional software for its ERP (Emphasys) system. This software notes that it only supports twain scanners. If KCDC purchases the software, the units provided must be able to work with the software. If necessary, an optional cost for twain capabilities can be quoted in the "other costs" section of the pricing sheets.

13. **REPORTING**

The successful vendor is required to produce reports (at least once per year), in an Excel type format that shows:

- a. The model and number of each unit that has been placed.
- b. The location of each unit.
- c. The volume produced by each unit. This will include a monthly total, yearly total and average per month.

14. **SUPPLIES**

The vendor shall provide all supplies, except paper and staples, for the operation of the copiers at no additional cost. Supplies are to be delivered to each site. A Safety Data Sheet (SDS) shall accompany any chemical products delivered to any location in conjunction with this contract.

15. **TRAINING**

Vendor shall provide training to KCDC staff as required. Specifically:

- a. Initial on-site user training covering general usage, available functions, setting changes and how to deal with minor equipment malfunctions; changing toner, installing staples, clearing jams, all functional options, et cetera.
- b. Additional on-site user training sessions will be utilized if KCDC has, in their opinion, a large enough change in personnel to warrant the sessions or sufficient needs for refresher training.
- c. An operator's manual shall be provided with each copier machine.

16. **TECHNOLOGY REQUIREMENTS**

- a. All units must have enlarge/reduce capabilities.
- b. Multi-function machines must have current scanning software that KCDC can use to easily scan documents.
- c. The machine placed in the Executive Office area must include a fax routing via email option. If this is at an additional cost, the vendor must clearly quote such cost.
- d. KCDC normally scans to folders so this functionality is required.

17. **UP TIME**

The equipment must be “up” and usable 95% of the time.

18. **VENDOR RESPONSIBILITY**

The successful vendor is responsible for:

- a. Same-day repair service response. While it is always preferable for machines to be made operable on the same day as a repair is requested, this may not always be possible. In such cases, after the vendor examines the machine, KCDC will be informed of the repair status.
- b. Replacing machines if excessive breakdowns occur. The vendor will specify the parameters of excessive breakdowns. Please see “Solicitation Document F.”
- c. Repairing and maintaining the units at no additional cost to KCDC.

THIS AND THE PREVIOUS PAGES DO NOT NEED TO BE RETURNED.

Multi-Function Copiers Q1424

Solicitation Document A General Response and Cost Section

General Information about the Vendor

Sign Your Name to the Right of the Arrow →

Printed Name and Title →

Company Name →

Street Address →

City/State/Zip →

Contact Person (Please Print Clearly) →

Telephone Number →

Fax Number →

Cell Number →

Vendor's e-mail address (Please Print Clearly) →

Please acknowledge addenda have been issued by checking below as appropriate:

None: **Addendum 1** **Addendum 2** **Addendum 3** **Addendum 4** **Addendum 5**

Addenda are not mailed but posted at www.kcdc.org. Click on “Doing Business With KCDC” and then on “Open Solicitations” to find addenda. Please check for addenda prior to submitting a bid.

Statistical Information

This business is owned & operated by persons at least 51% of the following ethnic background

White ¹ **Black** ² **Native Americans** ³
Hispanic ⁴ **Asian/Pacific** ⁵ **Hasidic Jew** ⁶

As defined on KCDC’s webpage (see the “General Instructions to Vendors”), this business is a:

Small Business **Section 3** **Woman Owned**

A prompt payment discount of _____ percent will be given for payments made within thirty days of invoice date.

Remember to submit detail specification sheets and Energy Star information for each item quoted.

Make sure that your company’s name is on each sheet.

The undersigned agrees that the following conditions are or will be met.

NON-COLLUSION AFFIDAVIT

1. Vendor fully understands the preparation and contents of the attached offer and of all pertinent circumstances respecting such offer;
2. Such offer is genuine and is not a collusive or sham offer;
3. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the contract or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such contract or agreement, or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against KCDC or any person interested in the proposed contract or agreement; and
4. The price or prices quoted in the attached offer are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

AFFIDAVIT OF ELIGIBILITY

1. The vendor is not ineligible for employment on public contracts as a result of a conviction or guilty plea or a plea of nolo contendere to violations of the Sherman Anti-Trust Act, mail fraud or state criminal violations with a contract let by the State of Tennessee or any political subdivision of the State of Tennessee.
2. No commissioner or officer of KCDC or other person whose duty it is to vote for, let out, overlook or in any manner superintend any of the work for KCDC has a direct interest in the responder.

ILLEGAL IMMIGRANTS

1. The State of Tennessee amended the Tennessee Code Annotated, Title 12, Chapter 4 to prohibit contracting with firms that knowingly utilize the services of illegal immigrants in the performance of a contract for goods or services in the performance of a contract with the State or a state entity. Additionally such firms may not knowingly contract with sub-vendors who utilize the services of illegal immigrants.
2. By signing below the vendor agrees that:
 - a. The vendor does not knowingly utilize the services of illegal immigrants in the performance of contracts.

Solicitation Document B Affidavits-Continued

- b. The vendor agrees that the State may conduct random checks of personnel records as it pertains to this issue.
- c. Violation of this requirement shall be grounds for monetary and other penalties, up to and including termination of the contract. Violation of this requirement may result in the firm being prohibited from submitting bids for a period of one year.

CONFLICTS OF INTEREST CERTIFICATION

No employee, officer or agent of the grantee or subgrantee shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- 1. The employee, officer or agent,
- 2. Any member of his immediate family,
- 3. His or her partner, or
- 4. An organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award.

The grantee's or subgrantee's officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from vendors, potential vendors, or parties to subagreements.

By submission of this form, the vendor is certifying that no conflicts of interest exist.

The undersigned hereby acknowledges receipt of the above applicable laws and verifies that the bid submitted in response to this solicitation is in full compliance with the listed requirements.

ITEM	RESPONSE
Signed by _____→	
Printed Name _____→	
Title _____→	
Subscribed and sworn to before me this date _____→	
By (Notary Public) _____→	
My Commission Expires on _____→	

Review the following pages. There are areas where you must check “yes” or “no.” After you have reviewed the form, checked “yes” or “no” in the appropriate boxes, sign the form and return it with your response.

THIS PAGE DOES NOT NEED TO BE RETURNED.

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

(1) has, has not employed or retained any person or company to solicit or obtain this contract; and

(2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

(a) is, is not a **small business concern**. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) is, is not a **women-owned small business concern**. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) is, is not a **minority enterprise** which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

(i) Award of the contract may result in an unfair competitive advantage;

(ii) The Contractor's objectivity in performing the contract work may be impaired; or

(iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

Solicitation Document D References

Provide references as similar in nature and scope to this project as possible. A firm may only be listed as a reference once-even if you have done multiple jobs for them.

One

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$
Number of Multi-Function Machines	

Two

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$
Number of Multi-Function Machines	

Three

Name of the business that was serviced	
Contact person	
Contact person title	
Contact person's telephone number	
Description of the service provided	
Contract began	
Contract ended	
Approximate Dollar Value of the Contract	\$
Number of Multi-Function Machines	

Solicitation Document E Policy for the Replacement of Defective Machines

Indicate your parameters for replacing a defective machine after units are placed. Be specific and detailed. Preferably, use a format similar to “The machine will be replaced if it is out of service for more than XX work hours during XX month.” Attach additional pages and/or information if desired.

**DO NOT SAY “SEE ATTACHED.” ENTER A DETAILED RESPONSE
HERE THOUGH YOU MAY ATTACH ADDITIONAL INFORMATION.**

Solicitation Document F Functionality Information

Provide the following Network Functionality information about the units proposed for KCDC.

1. Vendor shall indicate the following about networked multi-function printer/scanners:
 - a. The acceptable Operating system(s) of the computer that will host the Network Scanning software which directs scans from an MFP into a folder on a network server, specified by the ‘address book’ entry chosen by the operator. For example, will the software run on Windows 2003 Server, on a Windows XP Client computer, or other operating system?
 - b. Can Multi-function units scan documents and interact with network scanning software across multiple subnets with in the network?
 - c. Must the MFP be in the same subnet as the server hosting the scanning software?
 - d. Can a scan be directed to a computer or server in another subnet from the server hosting the scanning software?
 - e. Does this differ by MFP model?
2. Email communication from the MFPs to the vendor support group (KCDC has its own on-site Exchange 2007 server.)
 - a. Can the MFP send email notices to the vendor support group when maintenance is required?
 - b. Can the MFP send email notices to the vendor support group when an error condition exists?
 - c. Will the MFP send a page count each month to the appropriate billing office so that it will not be necessary for KCDC to manually read the accumulated impressions on each machine and then send them to the vendor for billing?
 - d. Will the machine simultaneously send a page count to an administrator email account within KCDC?
3. Describe the capability of each proposed machine in reference to faxing. Specifically:
 - a. Telephone books
 - b. Can existing telephone books be imported into the proposed equipment?
 - c. Coversheets
 1. How many standard coversheets are included that are suitable for business?
 2. Does the technology allow a user to create/modify coversheets to meet their needs? If so, describe the programming that is required.

3. Does the technology only allow for linear text on a coversheet or can text be in paragraphs?
4. Will the machines print from wireless devices such as tablets (Android and I pads) and cellphones?

**DO NOT SAY “SEE ATTACHED.” ENTER A DETAILED RESPONSE
HERE THOUGH YOU MAY ATTACH ADDITIONAL INFORMATION.**

Solicitation Document G Toner Cartridge Recycling Information

Provide information about any toner cartridge recycling programs that you offer.

**DO NOT SAY “SEE ATTACHED.” ENTER A DETAILED RESPONSE
HERE THOUGH YOU MAY ATTACH ADDITIONAL INFORMATION.**

Solicitation Document H Certificates of Authorization

Provide information/certificates from manufacturers showing that you are an authorized dealer for this product and that your firm is authorized to work on them.

Solicitation Document I Hard Drive Security

Data security is very important for KCDC. Accordingly, when units are removed from KCDC's service, the data stored on the hard drive must be erased or otherwise made inaccessible to others. Provide details about hard drive security and erasure or hard drive destruction measures planned for units when they leave KCDC's service.

**DO NOT SAY "SEE ATTACHED." ENTER A DETAILED RESPONSE
HERE THOUGH YOU MAY ATTACH ADDITIONAL INFORMATION.**

Solicitation Document J Detailed Specification Sheets and Energy Star Certifications

Provide detailed specification sheets for all models bid in this section. Provide Energy Star certifications in this section.

Solicitation Document K Cost Information

KCDC is providing the following pages so that structured pricing can be gathered and thus allow KCDC to easily compare offerings from various vendors. **Do not change the pricing structure.** If you have a suggestion on how to improve the pricing pages, contact purchasing@kcdc.org and offer the suggestion. If it is accepted, KCDC will issue an addendum changing the pricing structure.

Rental (including everything except paper and staples) Costs

Vendor: _____

You may bid no more than one model per type.

Unit A: 25-30 Copies Per Minute Black Network/Print/Scan	
	Offering
Brand Bid	
Model Bid	
Speed Per Minute After First Page	
Maximum Copies per Month Machine Rating	
Cost Per Month	\$
Cost Per Copy	\$0.
Scans Cost	\$0. Per page
Faxes (Incoming Cost)	\$0. Per page
Fax Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fax Cost	\$
Postscript Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Postscript Cost	\$
Duplexes 1 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Duplexes 2 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Possible	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Maximum Pages	
Stapling Additional Cost	\$
Largest Size Paper Possible (Does not need to exceed 8.5 x 14)	
Number of Trays	

Rental (including everything except paper and staples) Costs

Vendor: _____

You may bid no more than one model per type.

Unit B: 30-35 Copies Per Minute Black Network/Print/Scan	
	Offering
Brand Bid	
Model Bid	
Speed Per Minute After First Page	
Maximum Copies per Month Machine Rating	
Cost Per Month	\$
Cost Per Copy	\$0.
Scans Cost	\$0. Per page
Faxes (Incoming Cost)	\$0. Per page
Fax Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fax Cost	\$
Postscript Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Postscript Cost	\$
Duplexes 1 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Duplexes 2 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Possible	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Maximum Pages	
Stapling Additional Cost	\$
Largest Size Paper Possible	
Number of Trays	
High Capacity Paper Tray	\$
Additional Paper Trays	
Hole Punch	\$

Rental (including everything except paper and staples) Costs

Vendor: _____

You may bid no more than one model per type.

Unit C: 40-45 Copies Per Minute Black Network/Print/Scan	
	Offering
Brand Bid	
Model Bid	
Speed Per Minute After First Page	
Maximum Copies per Month Machine Rating	
Cost Per Month	\$
Cost Per Copy	\$0.
Scans Cost	\$0. Per page
Faxes (Incoming Cost)	\$0. Per page
Fax Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fax Cost	\$
Postscript Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Postscript Cost	\$
Duplexes 1 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Duplexes 2 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Possible	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Maximum Pages	
Stapling Additional Cost	\$
Largest Size Paper Possible	
Number of Trays	
High Capacity Paper Tray	\$
Additional Paper Trays	
Hole Punch	\$

Rental (including everything except paper and staples) Costs

Vendor: _____

You may bid no more than one model per type.

Unit D: 50-60 Copies Per Minute Black Network/Print/Scan	
	Offering
Brand Bid	
Model Bid	
Speed Per Minute After First Page	
Maximum Copies per Month Machine Rating	
Cost Per Month	\$
Cost Per Copy	\$0.
Scans Cost	\$0. Per page
Faxes (Incoming Cost)	\$0. Per page
Fax Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fax Cost	\$
Postscript Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Postscript Cost	\$
Duplexes 1 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Duplexes 2 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Possible	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Maximum Pages	
Stapling Additional Cost	\$
Largest Size Paper Possible	
Number of Trays	
High Capacity Paper Trays	
Additional Paper Trays	\$
Hole Punch	\$

Vendor: _____

Other Items		
ITEM	COST	NOTES
Ability to copy multiple sizes of originals	\$ per	
Staples Cost	\$ per	
Other option:	\$ per	
Other option:	\$ per	
Other option:	\$ per	
Other option:	\$ per	

Rental (including everything except paper and staples) Costs

Vendor: _____

You may bid no more than one model per type.

Unit E: 30-35 Copies Per Minute Full Color Network Print/Scan	
	Offering
Brand Bid	
Model Bid	
Speed Per Minute After First Page	
Maximum Copies per Month Machine Rating	
Cost Per Month	\$
Cost Per Copy Black	\$0.
Cost Per Copy Color	\$0.
Scans Cost	\$0. Per page
Faxes (Incoming Cost)	\$0. Per page
Fax Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fax Cost	\$
Postscript Included	Yes <input type="checkbox"/> No <input type="checkbox"/>
Postscript Cost	\$
Duplexes 1 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Duplexes 2 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Possible	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Maximum Pages	
Stapling Additional Cost	\$
Largest Size Paper Possible	
Number of Trays	
High Capacity Paper Trays	
Additional Paper Trays	\$
Hole Punch	\$

Rental (including everything except paper and staples) Costs

Vendor: _____

You may bid no more than one model per type.

Unit F: 40-45 Copies Per Minute Full Color Printer Only	
	Offering
Brand Bid	
Model Bid	
Speed Per Minute After First Page	
Maximum Copies per Month Machine Rating	
Cost Per Month	\$
Cost Per Copy Black	\$0.
Cost Per Copy Color	\$0.
Duplexes 1 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Duplexes 2 to 2	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Possible	Yes <input type="checkbox"/> No <input type="checkbox"/>
Stapling Maximum Pages	
Stapling Additional Cost	\$
Largest Size Paper Possible	
Number of Trays	
High Capacity Paper Trays	
Additional Paper Trays	\$
Hole Punch	\$