

FLOYD COUNTY, GEORGIA REQUEST FOR PROPOSAL #22-046

COPIER LEASE, MAINTENANCE AND SUPPLIES AGREEMENT

Issue Date: October 12, 2022

All communication concerning this project should be directed to the Purchasing Office until the bid is awarded. Vendors should not have contact with the Departments

FLOYD COUNTY BOARD OF COMMISSIONERS PURCHASING DEPARTMENT #12 East 4th Ave. Ste. 106 ROME, GA 30161

OFFICE (706) 291-5118

FAX (706) 290-6099

REQUEST FOR PROPOSAL Copier Lease, Maintenance and Supplies Agreement Date Issued: October 12, 2022 RFP #22-046

The Floyd County Board of Commissioners requests your proposal to lease copiers for a period not to exceed 36 months, per lease. Each lease will include copiers, maintenance services, and all supplies (except paper – see specifications) including toner and finisher supplies including staples. Proposal quoted shall remain effective for up to 48 months provided all parties are in agreement. Proposals are to be submitted to the Purchasing Department, 12 E. 4th Ave., Suite 106, Rome, Georgia 30161 **until 2:00 PM local time on November 15, 2022**. Late proposals will not be considered nor returned. Proposals will be formally accepted and the names of those submitting read aloud by staff personnel after the closing date and time.

The Proposal documents and specifications are available for inspection at the Floyd County Purchasing Department, 12 E. 4th Ave., Rome, Georgia; or requested by email, <u>randy.self@floydcountyga.org</u>. The Proposal documents and specifications are also available for inspection and download on the County website: <u>https://www.floydcountyga.gov</u> or <u>https://ssl.doas.state.ga.us/PRSapp/PR_index.jsp</u>. Proposals may not be withdrawn for sixty (60) days after the time and date set for closing, except as allowed by OCGA.

Floyd County reserves the right to reject any or all proposals and to waive informalities in proposals or the proposal process. In the event that no proposal substantially satisfies the specified requirements as presented in the Request for Proposal, the County, at its sole discretion, reserves the right to call for a new Request for Proposal, or to negotiate separately the terms and conditions of all or any part of the bids/proposals as determined to be in the County's best interest.

All questions regarding this RFP must be in writing and addressed to Bill Gilliland, Floyd County Purchasing Department, 12 E. 4th Ave., Rome, Georgia 30161. Correspondence may be mailed to the address shown, e-mailed to <u>bill.gilliland@floydcountyga.org</u> and <u>randy.self@floydcountyga.org</u>. The Purchasing Department shall not be responsible for US Mail, common carrier or electronic services. All questions must be received by 5:00PM (local time) on November 8, 2022. **Questions may not be answered after this time and date**.

FLOYD COUNTY GEORGIA GENERAL TERMS AND CONDITIONS INVITATION TO BID

<u>1.</u> <u>CHANGES:</u> No change will be made to this invitation except by written modification by the County Purchasing Office. <u>Requests for interpretation or changes must be in writing</u>, to <u>bill.gilliland@floydcountyga.org</u> directed to the Floyd County Purchasing Department and received at least (5) Five Calendar Days prior to the time set for opening of the bids. Phone (706) 291-5118; Fax (706) 290-6099. All communication concerning this project should be directed to the Purchasing Office until the bid is awarded. Vendors should not have contact with the Departments.

<u>2.</u> FOB POINT: Bid Price to include shipping, packing, crating, and unloading at address in BID INSTRUCTIONS. Title to remain with vendor until fully accepted by the County. Goods damaged or not meeting specifications will be rejected and removed at vendor's expense. Concealed damaged goods to remain the property of vendor until replaced or removed at County's direction.

<u>3. RISK OF LOSS</u>: Vendor agrees to bear all risk of loss, injury, and destruction of goods and materials ordered herein which occur prior to delivery to include concealed damage; and such loss, injury, or destruction shall not release vendor from any obligation. The proposer's and manufacturer's representative's responsibilities to the Floyd County Board of Commissioners include, but are not limited to, handling any problems with products supplied and any necessary instruction on use and upkeep.

<u>4. BID ACCEPTANCE TIME:</u> Bids requiring acceptance by the County in less than Sixty (60) calendar days could be rejected, unless so stated on **BIDDER'S RESPONSE PAGE** and accepted by the County.

5. BID IDENTIFICATION: All bids submitted as a result of this invitation must be returned in a sealed envelope with the following information in the lower left-hand corner of the envelope: **BID NAME AND OPENING DATE;** or submitted electronically via <u>https://floydcountyga.bonfirehub.com</u> (preferred).

<u>6. WITHDRAWAL OF BIDS</u>: Bids may be withdrawn by written request only, if the request is received prior to the time and date set for the opening of bids. Negligence on the part of the bidder in preparing his bid confers no right of withdrawal or modification of his bid after bid has been opened. No bid may be withdrawn for a period of Sixty (60) days after time has been called on the date of opening.

7. BONDS: NOT REQUIRED FOR THIS BID

8. SITE INSPECTIONS: (If Applicable) Bidders should inspect the sites to ascertain the nature and location of work and the general conditions which could affect the work of the cost thereof. The County will assume no responsibility for representations or understandings concerning conditions made by its officers or employees unless included in this Invitation for Bid. While site inspections are not a mandatory requirement to submit a proposal, vendors are urged to schedule inspections to ascertain all the requirements of this invitation.

9. AWARD OF CONTRACT: Award will be made to that responsible bidder whose bid, conforming to the Invitation for Bid, will be most advantageous to the County; Price and other factors considered. The County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests. A written award, mailed (or otherwise furnished) shall be deemed to result in a binding contract without further action by either party.

Contract (s), if awarded, will be on a lump sum basis **or** individual item basis, whichever is found to be in the best interest of FLOYD COUNTY.

<u>9.1:</u> The vendor, in accepting this contract, attests that he is in compliance with the Nondiscrimination Clause contained in Section 202 of Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and prescribed by the Secretary of Labor, which is incorporated herein by reference.

10. EXCEPTIONS TO SPECIFICATIONS: Any award resulting from this invitation shall bind the bidder to all Terms, Conditions, and Specifications set forth in this invitation. Bidders whose bids do not conform should so note on separate page if necessary and/or on the **BID SCHEDULE**. While the County reserves the right to make an award to a nonconforming bidder, when in the best interest of the County, such awards will not be readily made, and bidders are urged to conform to the greatest extent possible. No exceptions will be considered to have been taken by bidder unless it is properly set out as provided above. No exception will be deemed to have been taken by the County unless incorporated in an award resulting from this invitation and so stated.

<u>11. BID RESULTS:</u> Interested parties may review and/or print BID TABULATION at <u>https://floydcountyga.bonfirehub.com</u> 24 hours after bid opening or contact Randy E. Self at <u>randy.self@floydcountyga.org</u> should the tabulation not be available on the website.

12. PAYMENT: Payments will be made upon all items completed each month or completion of all work and acceptance by county on invoices submitted and approved by the proper county representative within (30) thirty-days receipt of invoice unless paragraph 14 applies. Invoices are to be submitted to: Floyd County Purchasing, P. O. Box 946, Rome, Ga. 30162

<u>12.1</u> Itemize all invoices in full. Mail the original invoice to the address above. A shipping or receiving ticket will be signed and a copy left with each delivery. Each invoice including receiving/shipping ticket is to include the following minimum information:

- 1. Date invoice is submitted;
- 2. Purchase order number;
- 3. Payment terms;
- 4. Date of transaction;

- 5. County department;
- 6. Item(s) or service
- 7. Quantity of each item or service
- 8. Bid price of each item or service

with any discounts

Invoices received with any of the required information listed above missing <u>may not</u> be considered as a "correct invoice". All invoices submitted will be closely monitored for accuracy. Any invoice found to be incorrect will be returned to vendor for correction.

<u>12.2</u> Vendor must furnish delivery receipt with invoice identifying that this order has been delivered in accordance with Specifications, Quantities, and Price as set forth on the purchase order. A Floyd County employee's signature must appear on the delivery receipt or invoice.

<u>12.3</u> Items on this order are exempt from Federal Excise Tax and Georgia Sales and Use Tax. A certificate will be furnished if requested. FLOYD COUNTY is exempt from taxes but the successful bidder shall pay all taxes required of him by law and FLOYD COUNTY cannot exempt others from tax.

<u>12.4</u> Payment terms and provisions herein or otherwise found within the contract documents supersede all provisions of the Georgia Prompt Pay Act (House Bill 837; 13 O.C.G.A. Chapter 11 <u>ET</u>. <u>SEQ</u>.).

13. INQUIRIES REGARDING PAYMENT: All inquiries regarding payment of invoices are to be directed to Accounts Payable (706) 291-5113 or Floyd County Commissioners, Attn: Accounts Payable, P.O. BOX 946, Rome, Georgia 30162

14. DISCOUNTS: Prompt payment discounts offered for a period of less than Fifteen (15) Days will not be considered in determining the low bidder on this invitation. However, such discounts, when offered, will be taken provided payment is made within the time specified. Time, in connection with discounts for prompt payments, will be computed from the date of acceptance of work for which payment is claimed, or the date the correct invoice is received by the County, whichever is later.

15. EXECUTION OF CONTRACT: Subsequent to the award, the successful bidder will be presented with a contract which may be in the form of a purchase order. Contract is to be executed within Ten (10) calendar days of **"NOTICE OF AWARD"** together with the required payment and performance bonds prescribed in Paragraph 7B. If the contract document is mailed, the date of presentation shall be deemed to be the postmark date. The successful bidder's proposal and this Invitation for Bid shall be incorporated into the contract, except to the extent that this invitation conflicts with the contract, in which case the provisions of the contract shall take precedent.

16. CERTIFICATE OF INSURANCE: Successful bidder will be required to furnish a Certificate of Liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) per occurrence to protect the County throughout the life of the contract against "ALL RISKS". Coverage to include but not limited to General Liability: Comprehensive Form,

Premises/Operations, Products/Completed Operations, Broad Form Property Damage, Personal Injury, and Automobile/Vehicle Liability. Worker's compensation and Employer's Liability are to be statutory amounts. On all contracts for vehicle repair of any kind, the successful bidder shall provide at least Five Hundred Thousand Dollars (\$500,000.00) of Garage Liability insurance in addition to the insurance stated above. The Certificate must be furnished within Ten (10) calendar days of a "NOTICE OF AWARD" being issued.

17. INCLUSION: All items and/or services standard, expected, necessary, and/or routine to such a project as this and not actually stated in this Request for Proposal will be the responsibility of the successful bidder to provide at no other cost to the County unless so stated on the successful bidder's proposal as additional cost items and accepted by the County at the time of the award and/or contract.

18. REGULATORY AGENCIES: Successful bidder will be responsible for all required permits or license required by regulatory agency of the City, County, State, or Federal Governments. Further, successful bidder will be responsible for meeting all requirements of any regulation (s) or guideline (s) of any of the said Governments or any independent agency recognized by said Governments as publisher of any such regulation (s) or guideline (s).

19. INDEPENDENT CONTRACTORS: The bidder represents to FLOYD COUNTY that he is fully experienced and properly qualified to perform the functions provided herein and that he is properly equipped, organized, and financed to perform such functions. The bidder shall finance his own operations hereunder, shall operate as an independent contractor and not as an agent of FLOYD COUNTY and nothing contained in this Request for Proposal or a contract resulting from same shall be construed to constitute the bidder or any of his employees, servants, agents, or subcontractors as a partner, employee, servant, or agent of the County nor shall either party have any authority to bind the other in any respect; it being intended that each shall remain an independent contractor.

20. ASSIGNMENT OF CONTRACTUAL RIGHTS: It is agreed that the successful bidder will not assign, transfer, convey, or otherwise dispose of a contract that results from this invitation or his right, title, or interest in or to the same, or any part thereof, without written consent of the County.

<u>21. STARTING TIME:</u> Work will commence within stated calendar days after being issued a **"NOTICE TO PROCEED"** on the project and commence in a routine, orderly manner until completion and acceptance by the County.

22. INDEMNITY: Successful bidder agrees, if entering into a contract as a result of this invitation, to defend, indemnify, and hold harmless FLOYD COUNTY from any and all courses of action or claims of damages arising out of or related to bidder's performance or actions or those of his employees or agents, under said contract.

23. TERMINATION: Pursuant to O.C.G.A. 36-60-13, if applicable, any contract resulting from this Request for Proposal, if not sooner terminated pursuant to the provisions of termination contained herein, is terminable by the Board of Commissioners of FLOYD COUNTY, Georgia on December 31 of each calendar year during the term of said contract, except that said contract shall be renewed automatically on such date, and without any lapse, unless positive action is taken to terminate said contract by the Board in a public meeting and such action entered in the Official Minutes of the FLOYD COUNTY Commission.

<u>24. APPROPRIATION OF FUNDS</u>: Initial contract and any continuation contract (s) will terminate immediately and absolutely at any such time as there are no appropriated and otherwise unobligated funds available to satisfy the County's obligations under said contract (s).

25. CANCELLATION FOR CAUSE: Should either party fail to comply with the Terms and Conditions of this contract, the aggrieved party must give, in writing, to the other party any complaint for non-compliance to the Terms and Conditions of this contract. The other party shall have Fifteen (15) calendar days to correct the matter. If corrected to the satisfaction of both

parties within the Fifteen (15) calendar days and stated in writing, then the contract will continue uninterrupted. Failure to correct the matter will result in termination of this contract at the end of Thirty (30) calendar days following the date of the initial letter of complaint.

<u>26. LIQUIDATED DAMAGES:</u> NONE FOR THIS BID.

<u>27. ANTI-DISCRIMINATION CLAUSE:</u> "FLOYD COUNTY does not discriminate against any person because of race, color, religion, national origin, or handicap in employment or service provided."

<u>28. COMMODITY STATUS</u> It is understood and agreed that materials delivered shall be new, of latest design, and in first quality condition, that all bags, containers, etc., shall be new and suitable for storage; unless otherwise stated by FLOYD COUNTY.

<u>29: CONTRACT ITEMS</u>: Items or services not listed in this contract are to be purchased according to purchasing rules and regulations of the county.

- County departments are not authorized to order any item or service not listed without satisfying said rules and regulations and having a separate purchase order issued to cover such a purchase.
- Vendors receiving contracts as a result of this invitation will be expected to consider this when accepting orders.
- Payment will not be made for any item not covered by this contract unless stated Purchasing Rules and Regulations have been met.

<u>30: CHANGES TO CONTRACT</u>: No change will be made to this contract except by written modification by the Contracts Administrator whose name appears on the cover page. Additional items of same brand and similar product required during the course of the contract, will be provided at like discounts to similar items on contract.

<u>31: LOCATION FOR DELIVERY OF GOODS OR EQUIPMENT:</u> Purchase Order or as specified by location

<u>32: Bid Submissions:</u> Complete and return all forms as required by publication on <u>https://floydcountyga.bonfirehub.com</u>. Submissions should be made using the same website. If submitting by mail or courier, please include 1 original and 1 copy on a Flash Drive.



CHECK LIST

- **Bidders Declaration Page**
- **____** Bidders Information Page
- **Certificate of Non-Discrimination**
- ____ Certificate of Non-Collusion
- ____ Drug Free Workplace Certificate
- ____ W-9
- ____ Specification List(s) for Compliance, Exceptions and option pricing
- ____ Bid Price Submission Form (posted on <u>https://floydcountyga.bonfirehub.com</u>)
- ____ Addendums (If any)



BIDDERS DECLARATION

The bidder understands, agrees and warrants:

- That the bidder has carefully read and fully understands the full scope of the specifications.
- That the bidder has the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
- That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to <u>2:00 PM</u>, <u>November 15, 2022</u> but may not be withdrawn after such date and time.
- That Floyd County reserves the right to waive compliance by any applicant with any provision contained in this request whenever the County in its sole discretion believes such waiver is in the County's best interests
- That by submission of this quote the bidder acknowledges that Floyd County has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the bidder.
- That the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

| BIDDER: |
|---------------|
| Company Name: |
| Phone: |
| Name Print: |
| Signature: |
| Email: |
| Date: |

FLOYD COUNTY BOARD OF COMMISSIONERS PURCHASING DEPARTMENT 12 E. 4th AVENUE SUITE 106 ROME, GA 30161

Office (706) 291-5118

FAX: (706) 290-6099

BIDDERS INFORMATION

Date of Bid: November 15, 2022

Bid Name: 22-046 – Copier Lease Agreement

The undersigned agrees, if this bid is accepted within Sixty (60) calendar days after date of opening, to furnish all supplies and/or services in strict accordance with provisions of this Invitation for Bid at the price in the **BID SCHEDULE**.

Time Discounts: Discounts allowed for prompt payment as follows: Discounts of less than Fifteen (15) days will not be used in determining the award of a bid but may be used when paying invoices.

<u>%</u> Discount <u>Calendar Days net</u> (discounts will apply if Procurement Card is accepted).

Procurement Card: Will you accept the VISA Procurement Card for this order?

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand that collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and Civil Damage Awards. I agree to abide by all Conditions of this bid and certify that I am authorized to sign this bid for the bidder.

This Day of , 202

Prices to remain firm for Sixty (60) calendar days or _____ calendar days after date of opening. Vendor MUST initial here:

BIDDER INFORMATION (PLEASE TYPE OR PRINT):

NAME OF COMPANY: _______ADDRESS: _______ADDRESS: _______FAX: ______EMAIL: ______ PHONE: ______FAX: ______EMAIL: ______ MAILING ADDRESS OF WHERE TO SEND PAYMENTS (IF DIFFERENT FROM ABOVE): ADDRESS: _______ FEDERAL ID # _______ NAME AND TITLE OF PERSON AUTHORIZED TO SIGN: _______NAME _______TITLE SIGNATURE: ______



CERTIFICATE OF NON-DISCRIMINATION

In connection with the performance of work under this contract, the bidder agrees as follows:

The bidder agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, ancestry or disability. The vendor shall take affirmative action to insure that employees are treated without regard to their race, creed, color, sex, national origin, ancestry or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruiting, or recruitment, advertising, lay-off or termination, rates of pay or other compensation and selection for training, including apprenticeship.

In the event of the bidder's non-compliance with this non-discrimination clause, the contract may be canceled or terminated by Floyd County Board of Commissioners. The bidder may be declared, by Floyd County, ineligible for further contracts with Floyd County until satisfactory proof of intent to comply shall be made by the vendor.

The bidder agrees to include this non-discrimination clause in any sub-contracts connected with the performance of this agreement.

BIDDER

SIGNATURE _____

TITLE _____



CERTIFICATE OF NON-COLLUSION

By responding to this solicitation, the supplier understands and agrees to the following:

- 1. That the submitted response constitutes an offer, which when accepted in writing by Floyd County, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and Floyd county; and
- 2. That the suppler has read the specifications and requirements shown or referenced in the solicitation and that the supplier's response is made in accordance with the provisions of such specifications and requirements except as expressly stated otherwise in the supplier's response; and
- **3.** That the supplier guarantees and certifies that all items included in the supplier's response meet or exceed any and all such stated specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response; and
- 4. That, if awarded a contract, the supplier will deliver goods and or services that meet or exceed the specifications and requirements of the solicitation except as expressly stated otherwise in the supplier's response, and
- 5. That the response submitted by the supplier shall be valid and held open for a period of one hundred and twenty (120) days (or such other time period as identified in the solicitation) from the final solicitation closing date and that the response may be held open for an additional period of time subject to the supplier's consent; and
- 6. That the supplier's response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. The supplier understands and agrees that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards; and
- 7. That the provisions of the Official Code of Georgia Annotated, Sections 36-91 have not been violated and will not be violated in any respect.

DO NOT MODIFY THE BID/PROPOSAL CERTIFICATION TERMS IN ANY WAY. THIS FORM MUST BE COMPLETED, SIGNED AND SUBMITTED WITH YOUR RESPONSE.

| Contractor's Full Legal Name: | (PLEASE PRINT OR TYPE) | Date: | |
|-------------------------------|------------------------|---------|--|
| Authorized Signature: | | | |
| Name and Title of Person Sign | ing: | | |
| Company Address: | | | |
| Phone: | FAX: | E-MAIL: | |



FLOYD COUNTY BOARD OF COMMISSIONERS DRUG-FREE WORKPLACE CERTIFICATE

By signature on this certificate, the Vendor certifies that the provisions of O.C.G.A. Section 50-24-1 through 50-24-6 related to the "Drug-Free Workplace Act" have been complied with in full. The Vendor further certifies that:

- 1. A drug-free workplace will be provided for the Vendor's employees during the performance of the contract; and
- 2. Each Vendor who hires a sub-Vendor to work in a drug-free workplace shall secure from that subvendor the following written certification: "As part of the subcontracting agreement with (Vendor's name), (sub-Vendor's name) certifies to the Vendor that a drug-free workplace will be provided for the sub-Vendor's employees during the performance of this contract pursuant to O.C.G.A. Section 50-24-3(b)(7)."

By signature on this certificate, the Vendor further certifies that it will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this contract.

| Vendor: | |
|---------------|--|
| By: | |
| Name Printed: | |
| Title: | |
| Date: | |

W-9 (Rev. December 2014) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Taxpayer Identification Number (TIN) Part I

Social security number Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3. or Employer identification numbe

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

| Sign | Signature of |
|------|---------------|
| Here | U.S. person ► |
| - | |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted. Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

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

- · Form 1099-INT (interest earned or paid)
- · Form 1099-DIV (dividends, including those from stocks or mutual funds)
- · Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)

· Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

· Form 1099-S (proceeds from real estate transactions)

· Form 1099-K (merchant card and third party network transactions)

- · Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.
- If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2. By signing the filled-out form, you:

Date 🕨

- 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- 2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

 Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See What is FATCA reporting? on page 2 for further information.

Cat. No. 10231X

Form W-9 (Rev. 12-2014)

PROPOSAL SPECIFICATIONS

The Floyd County Board of Commissioners requests your proposal to lease copiers for a period not to exceed 36 months, per lease. Each lease will include copiers, maintenance services, and all supplies, except paper. Proposal quoted shall remain effective for up to 60 months provided all parties are in agreement.

All proposals should be based on but not limited to the following specifications:

- When an article of particular make or trade is specified, it is meant to establish a quality standard and is not intended to eliminate competing articles of equal quality. Proposers are at liberty to quote on substitutions provided complete specifications are included with the RFP. Vendor is also required to describe all exceptions to our specifications and include a color photo. We need the URL for the manufacturer website for the product listed. If no substitutions are indicated, it will be assumed the quotations are based on our specifications.
- All vendors must have an office within 100 miles of Floyd County.
- Please include three outside references where you have done work similar to specifications in this bid within the last five years. Please include a name, phone number and email that we might contact on the included reference sheet.
- Please include the name of the sales person or account executive that will be handling our account after the RFP is awarded.
- Proposals must include proof of relevant qualifications such as certifications, as well as, proximity to Floyd County, for personnel working on the project.
- The company shall not assign any interest in this contractual agreement and shall not transfer any interest in the agreement without prior written consent of the Board.
- No costs can be involved which are not specifically addressed in the proposal. The County will pay no additional charges.
- Pricing of goods must be itemized and clearly indicate manufacturer, model, warranty, and include a clear specification summary.
- Pricing of services must be itemized and clearly indicate the service proposed.
- Payment will be made on a monthly basis.
- If additional units are needed, pricing quoted shall remain effective for the entire length of the agreement.
- Any and all shipping, freight, delivery, moving, or setup charges will be the responsibility of the bidder. The vendor is responsible for removal of debris from the System the same day installation takes place.

- Any additional wiring (voltage) needs must be determined prior to submission of the proposal. Any needs determined after submission of the proposals will be the responsibility of the bidder. The proposer shall be responsible submitting technical questions regarding each project site, if deemed necessary, prior to submitting a proposal to ensure they have an accurate understanding of the existing conditions and the scope of the project.
- All machines MUST be new machines. Any re-manufactured or refurbished components, frames or parts are **<u>not acceptable</u>** and should not be included. This applies to all replacement or growth machines added to the System.
- Ninety-eight percent up time is mandated on the machines (per machine) and should be calculated on a quarterly basis. If a machine is down more than thirty hours in any six-month period, at the County's discretion, the machine must be replaced with a new machine. A copier is considered "down" if it is not fully functioning (i.e. all functions are available and normal copy quality). A copier waiting on parts is considered down (even if some functions are available). Down time is calculated on a nine-hour day-five days a week.
- All hard drives must be scrubbed or removed, pursuant to the Department of Defense destruction requirements (DOD 5220.22) when removed from the system and documentation must be provided to our technology department. GCIC must remove hard drive and <u>removal fee should be listed on price submission.</u>
- The bidder must provide monthly service reports showing each service call by machine, the related problem, the number of hours out of service for each call, and the actual on site response time per call. The reports should be grouped by location and provided in Excel. The quarterly up time report must be shown on the report along with the down time for the most recent six-month period.
- Billing will be on a monthly basis by location and must show the number of copies per individual machine as well as the number of copies by location and in total. This information shall be made available via copier self- reporting. If applicable, the County will be billed for actual copies made per month and the bill will be summarized by location and include a County total. The estimation of the number of copies made is not allowed.
- No sub-contracting is allowed for any part of this contract. This would include financing.
- No awards of any kind are made at the time of closing. A copy of the tabulations and/or the awards will be available upon request for any vendor who submitted an offer. This information may be obtained after the offer has been awarded.
- By submission of a proposal, the offeror certifies that he/she will provide a drug-free workplace for all contractors' employees during the performance of the contract. The offeror shall provide written

certification of a drug free workplace and the requirements. False certification or violation by failing to carry out requirements of O.C.G.A. 50-24-3 shall cause termination of contract.

- Our current copiers are under a contract with differing end dates and we are requesting two pricing options to be included in the RFP responses. **Option One** will be to phase in new machines as the current lease expires. This will require that each new 36-month copier lease begin when the current lease expires. Contract extensions shall be offered 30 days prior to the end of the initial contract and be for up to 2 year extensions. Both the successful contractor and the Floyd County Board of Commissioners shall be in agreement with all terms and conditions offered. **Option Two** will be to buyout the current copier leases and begin new 36-month leases with all locations on the same beginning and ending dates. Contract extensions shall be offered 30 days prior to the end of the initial contract and may for up to 2 year extensions. Both the successful contractor and the Floyd County Board of Commissioners shall be offered 30 days prior to the end of the initial contract and may for up to 2 year extensions. Both the successful contractor and the Floyd County Board of Commissioners shall be offered 30 days prior to the end of the initial contract and may for up to 2 year extensions. Both the successful contractor and the Floyd County Board of Commissioners shall be in agreement with all terms and conditions offered.
- Payment shall be made only when all services requested is completed to the satisfaction of the Floyd County Board of Commissioners and/or its designee.

SPECIFICATIONS

| | | Bidder's Response |
|-----|--|----------------------|
| | | Kesponse |
| | SPECIFIC SPECIFICATIONS | |
| 1. | Functions: Copy, print, network print, scan | |
| 2. | Type: Color multi-function digital document system | |
| 3. | Copy System: Dry electrostatic transfer/dual component developer/ magnetic brush development/OPC drums/Belt fusing/white LED exposure | |
| 4. | Copy Size: Min. 5 1/2" x 8 1/2"; Max. 11" x 17" + 12" x 18" | |
| 5. | Copy Speed: 45/50 ppm B&W/Color (8 1/2" x 11") | |
| 6. | Multiple Copy: Up to 999 copies | |
| 7. | Warm up Time: 27 seconds or less | |
| 8. | Magnification: 25% to 400% in 1% increment (with document feeder 25% - 200%). | |
| | MAIN SPECIFICATIONS | |
| 9. | Original Feed: 150-sheet DSPF with original size detection | |
| | Scan Speed: Copy - up to 200 ipm (B&W)/ 106 ipm (Color); Scan - up to 200 ipm (B&W/Color) | |
| 11. | Original Sizes: 5 1/2" x 8 1/2"; 8 1/2" x 11" R; 8 1/2" x 14"; 11" x 17" | |
| 12. | Paper Capacity: Standard - 500 sheets/Minimum - 6,300 sheets | |
| | Paper Feed System: Standard - (1) 550-sheet paper drawer (letter/legal/ ledger/statement size) and 100-sheet bypass tray (letter/legal/ledger/ statement/envelope size). Optional - single, double or triple drawer paper deck (550, 1,100 or 1,650 sheets), split tandem paper drawer)2,100 sheets letter only) plus (1) 550-sheet paper drawer (letter/legal/ledger/statement size). Pricing should include finisher per department. | |

| | Bidder's Response |
|--|----------------------|
| 14. Paper Weights: Paper drawers - 18 lb. bond to 110 lb. cover. Other paper types include plain, pre-printed, recycled, pre-punched, letterhead and color paper. Bypass Tray - 16-28 lb. bond (plain paper), 13-16 lb. bond (thin paper), 28 lb. bond-110 lb. Cover (heavy paper), 20-24 bond (Monarch/com-10 envelope), tab paper (letter). Also label paper, gloss paper, pre-printed, recycled, pre-punched, letterhead, color paper and OHP film. | |
| 15. Duplexing: Standard automatic duplex copying and printing. | |
| 16. CPU: Up to 1.9 GHz multi-processor design | |
| 17. Interface: RK-45 Ethernet (10/100/1000 Base-T, USB 2.0, 2 host ports (front and rear), 1 device port (rear) Wireless 802.11, a/b/g/n | |
| 18. Memory: Standard 5 GB copy/print (shared) Hard Disk Drive: 500 GB | |
| 19. Scan Resolution: Scan - 600 x 600 dpi (BW/Color) Print Resolution: Up to 1200 x 1200 dpi. | |
| 20. Color Modes: Auto Color Selection (ACS), Full Color Mode, Monochrome (B/W). | |
| Exposure Control: Modes - Automatic, Text, Text/Photo, Text/Printed-Photo, Printed-Photo, Photo, Map, Pale-Color Document. Settings: Auto or 9 step manual. | |
| 22. Halftone: 256 gradations/2 levels (monochrome). | |
| 23. Copy Features: Scan once-print many, electronic sorting, offset-stacking, Auto Color Selection, Auto Paper Selection, Auto Magnification Selection, Auto Tray Switching, Black-White reversal, blank page skip, book copy, book divide, card shot, center erase, centering, cover pages, dual page copy, edge erase, image edit, image preview, insert pages, job build, job programs, margin split, mirror image, mixed size original, multi-page enlargement, original count, pamphlet style, proof copy, repeat layout, reserve copy, rotated copy, stamp, stamp custom image, suppress background, tab copy, tab-paper insertion, tandem copy, toner save mode, transparency inserts, watermark, 2-in-1/4-in 1/8-in 1 multi shot. | |

| | Bidder's Response |
|---|----------------------|
| 24. Account Control: Up to 1,000 users, supports user-number authentication, login name/password or login name LDAP password. 25. Output Tray Capacity: Main exit tray - 250 sheets (face down); Job separator (upper tray) - 100 sheets (face down); Right Side Exit Tray - 100 sheets (face down). | |
| 26. No Charge for Pick up at end of lease. | |
| SCAN SPECIFICATIONS | |
| 1. Scan Modes: Color, monochrome, grayscale | |
| 2. Max Original Size: 11" x 17" | |
| 3. Optical Resolution: 600 dpi | |
| 4. Output Modes: 600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi | |
| 5. Image Formats: Monochrome - TIFF, PDF, PDF/A, Encrypted PDF, XPS, Searchable PDF, DOCX, XLSX, PPTX, TXT, and RFT. Color/Grayscale- TIFF, JPEG, PDF, PDF/A, Compact PDF, Encrypted PDF, XPS, Searchable PDF, DOCX, XLSX, PPTX, TXT and RTF. Internet Fax: TIFF-FX, TIFF-F, TIFF-S. | |
| 6. Scan Destinations: Email, Folder, USB, SD Card | |
| 7. Ability to have up to 500 group destinations | |
| 8. Max Jobs: up to 100 | |

FACSIMILE SPECIFICATIONS (OPTIONAL PER DEPARTMENT)

| 1. | Circuit: PSTN, PBX | |
|----|--|--|
| 2. | Transmission speed: 2 second (200 x 100 dpi, JBIG, ITUT #1 Chart off, memory transmission. | |
| 3. | Modem Speed: maximum 33.6 Kbps. | |
| 4. | Resolution: standard 8 x 3.85 line/mm, 200 x 100 dpi. | |
| 5. | Compression method: MH, MR, MMR, JBIG | |
| 6. | Memory: standard 4 MB (approx. 320 pages) | |

Bidder's Response

SERVICE CONTRACT SPECIFICATIONS

Each copier lease is expected to come with a service contract. Minimum specifications desired are listed. Bidders are encouraged to be creative in this area.

| | | Bidder's Response |
|----|--|----------------------|
| 1. | All parts included | |
| 2. | Service call response 4 hours or less | |
| 3. | Free Toner included n Service Contract, which should include free shipping and no charge for placing an order. | |
| 4. | All delivery, training and set up to be included. | |
| 5. | Local County Taxes to be included with lease amount. No separate billing. | |
| 6. | Automatic Meter Reading preferred. | |
| 7. | Excess Copy charges to be billed quarterly. | |

Bidder's Response

8. No charge for pick up at end of lease

Maximum number of free copies included:

B/W Copies: \$_____ Color Copies: \$_____



BIDDERS ADDENDA ACKNOWLEDGEMENT

Bidder acknowledges receipt of the following addenda:

| Addendum No. | Date | |
|-------------------|------|--|
| | | |
| | | |
| | | |
| | | |
| | | |
| Signed thisday of | 202 | |
| Signature: | | |
| Title: | | |
| | | |